### CITY COMMISSION MEETING Winfield, Kansas

DATE: Thursday, March 17, 2022

TIME: 5:30 p.m.

PLACE: City Commission – Community Council Room – First Floor – City Building

### **AGENDA**

| CALL TO ORDER                | Mayor Ronald E. Hutto     |
|------------------------------|---------------------------|
| ROLL CALL                    | City Clerk, Brenda Peters |
| MINUTES OF PRECEDING MEETING | Monday, March 07, 2022    |

#### **PROCLAMATION**

- Proclaiming the week of Apri3-9, 2022 as Spring Beautification Week

#### BUSINESS FROM THE FLOOR

- Citizens to be heard

#### **NEW BUSINESS**

Ordinances & Resolutions

- **Bill No. 2225 An Ordinance -** Approving the form of and authorizing the execution of an interlocal Cooperation Agreement respecting certain T Hangar Improvements at Strother Field Airport/Industrial Park.
- **Bill No. 2226 An Ordinance -** Approving the form of and authorizing the execution of an interlocal Cooperation Agreement respecting certain warehouse facility improvements at Strother Field Airport/Industrial Park.
- **Bill No. 2227 A Resolution -** Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Midwest Moos, Inc.)
- **Bill No. 2228 A Resolution –** Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Productions)

### OTHER BUSINESS

- Consider CMB License Application for Midwest Moos, Broadway Complex
- Consider CMB License Application for Old Skool Productions
- Park Equipment Purchases
- Various Skid Steer Leases
- Executive Session

#### **ADJOURNMENT**

- -Next regular Work Session 4:00 p.m. Thursday March 31, 2022
- -Next regular meeting 5:30 p.m. Monday, April 04, 2022.

### **CITY COMMISSION MEETING MINUTES**

### Winfield, Kansas March 7, 2022

The Board of City Commissioners met in regular session, Monday, March 07, 2022 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Presiding Officer Gregory N. Thompson presiding. Commissioner Brenda K. Butters was also present. Mayor Ronald E. Hutto was absent. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk; and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements; Gus Collins, Director of Utilities; and Joshua Wallace, Environmental Inspector.

City Clerk Peters called roll and noted Mayor Ronald E. Hutto as absent.

Commissioner Butters moved that the minutes of the February 22, 2022 meeting, and the minutes of the Special Called Meeting of February 24, 2022 be approved as presented. Commissioner Thompson seconded the motion. With both Commissioners voting aye, motion carried.

### **BUSINESS FROM THE FLOOR**

-Citizens to be heard-James Masem,  $508 \to 10^{th}$  Ave, expressed concerns about nuisances near some of his rental property.

#### **NEW BUSINESS**

Bill No. 2212 – A Resolution – Authorizing and providing for improvements included in the Multi-Year Capital Improvement Plan for the City of Winfield, Kansas; and providing for the payment of the costs thereof. (Electric Gridliance) City Manager Wall explains this Resolution authorizes Capital Improvement costs for an Electric Transmission Substation Project. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2212 was adopted and numbered Resolution No. 1122.

**Bill No. 2213 – A Resolution** – Authorizing and providing for improvements included in the Multi-Year Capital Improvement Plan for the City of Winfield, Kansas; and providing for the payment of the costs thereof. (Strother Field T Hangars) City Manager Wall explains this Resolution authorizes Capital Improvement costs for an Aircraft T Hangar Project at Strother Field. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2213 was adopted and numbered Resolution No. 1222.

**Bill No. 2214** – **An Ordinance** – Vacating an easement reserved on the plat of Cedar Lake First Subdivision, Winfield, Cowley County, Kansas. Director of Public Improvements Steward explains this easement is not needed, and that staff recommends vacating the easement. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2214 was adopted and numbered Ordinance No. 4175.

**Bill No. 2215 – An Ordinance** – Amending Chapter 62 of The Winfield City Code by the modification of allowable camping areas within the Winfield Parks system. Director of Public Improvements Steward explains this Ordinance changes the areas that camping is permitted. Upon motion by

Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2215 was adopted and numbered Ordinance No. 4176.

**Bill No. 2216 – An Ordinance** – Amending Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the "Zoning District Map of Winfield, Kansas," which is made a part of Article 3 of the Zoning Regulations of the City of Winfield, Kansas. Director of Public Improvements Steward explains this Ordinance would amend the zoning from "R-3" High Density Residential District to "PUD," Planned Unit Development at Stonebrook Addition, and that the Planning Commission recommends this change. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2216 was adopted and numbered Ordinance No. 4177.

**Bill No. 2217 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 21-BI903 for construction of the Public Safety Facility Phase 4. Director of Public Improvements Steward explains this contract would be with Commerce Construction out of Wichita for the remodel of the original fire station. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, Commissioners voting aye, Bill No. 2217 was adopted and numbered Resolution No. 1322.

**Bill No. 2218 – A Resolution** – Determining the existence of certain nuisances at 411 W 14th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Environmental Inspector Wallace explains this would authorize the City to proceed with clean-up of this property. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2218 was adopted and numbered Resolution No. 1422.

**Bill No. 2219 – A Resolution** – Determining the existence of certain nuisances at 606 E 8th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Environmental Inspector Wallace explains this would authorize the City to proceed with clean-up of this property. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2219 was adopted and numbered Resolution No. 1522.

**Bill No. 2220 – A Resolution** – Determining the existence of certain nuisances at 716 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Environmental Inspector Wallace explains this would authorize the City to proceed with clean-up of this property. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2220 was adopted and numbered Resolution No. 1622.

**Bill No. 2221 – A Resolution** – Determining the existence of certain nuisances at 1220 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Environmental Inspector Wallace explains this would authorize the City to proceed with clean-up of this property. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2221 was adopted and numbered Resolution No. 1722.

**Bill No. 2222 – A Resolution** – Determining the existence of certain nuisances at 524 E 4th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Environmental Inspector Wallace explains this would authorize the City to proceed with clean-up of this property. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2222 was adopted and numbered Resolution No. 1822.

**Bill No. 2223 – A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the West Half of the Southwest Quarter of Section 12, Township 32 South, Range 3 East of the 6th P.M., Cowley County, Kansas. (Schulle) Director of Utilities Collins explains this easement will allow the City to extend electric service to this property. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2223 was adopted and numbered Resolution No. 1922.

**Bill No. 2224** – **A Resolution** – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in the West Half of the Southwest Quarter of Section 12, Township 32 South, Range 3 East of the 6th P.M., Cowley County, Kansas. (East) Director of Utilities Collins explains this easement will allow the City to extend electric service to this property. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2224 was adopted and numbered Resolution No. 2022.

### **OTHER BUSINESS**

-Consider truck purchases. Director of Utilities Collins explains the total cost for purchase for underground utility is \$41,940.00. Budgeted amount for 2022 is \$35,000.00. The unbudgeted difference can be covered through revisions in other capital GL lines. The quote for the pickup for the Power Plant is \$42,425.00. Commissioner Butters moved to approve the acquisition of two <sup>3</sup>/<sub>4</sub> ton pickups from Kline Motors for underground utility and Power Plant. Motion was seconded by Commissioner Thompson, both Commissioners voting aye, motion carried.

-Consider City Lake Evergy Utility Easement Request. Director of Utilities Collins explains this easement will allow Evergy to move the utility poles as they are replacing wood with steel. Commissioner Thompson moved to approve the easement and authorize the appropriate personnel to sign. Motion was seconded by Commissioner Butters, both Commissioners voting aye, motion carried.

#### **ADJOURNMENT**

Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, the meeting adjourned at 5:45 p.m.

| Signed and sealed this 16 <sup>th</sup> day of March 2022. | Signed and approved this 17 <sup>th</sup> day of March 2022. |  |
|--|--|--|
|  |  |  |
| Brenda Peters, City Clerk                                  | Ronald E. Hutto, Mayor                                       |  |

### PROCLAMATION

WHEREAS, the citizens of the City of Winfield are desirous of making our community a better place in which to live, work and play; and,

WHEREAS, a clean environment is conducive to the health and welfare of all citizens; and,

WHEREAS, the appearance of Winfield reflects the quality of life enjoyed in our residential, educational, business and industrial pursuits; and,

WHEREAS, "Project Beauty" is encouraging and promoting active participation of individuals and groups in community beautification projects.

NOW, THEREFORE, I, Ronald E. Hutto, Mayor of the City of Winfield, Kansas, do hereby proclaim April 3rd through April 9<sup>th</sup>, 2022, as:

### SPRING BEAUTIFICATION WEEK

in Winfield and request the cooperation of all citizens to do their part to improve the appearance of Winfield and to encourage others to do likewise.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 17<sup>th</sup> day of March 2022.

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

#### ORDINANCE NO. 4178

AN ORDINANCE APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT RESPECTING CERTAIN THANGAR IMPROVEMENTS AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK.

WHEREAS, K.S.A. 12-2901 et seq. (the "Act") provides that in order for public agencies to make the most efficient use of their powers, such public agencies may cooperate with other public agencies on a basis of mutual advantage to provide services and facilities in a manner that will best accord with geographic, economic and other factors influencing the needs and development of such public agencies; and

WHEREAS, the Act authorizes public agencies to enter into interlocal agreements with one or more other public agencies for joint or cooperative action pursuant to the provisions of the Act; and

WHEREAS, the City of Winfield, Kansas (the "City") and the City of Arkansas City, Kansas ("Arkansas City") have heretofore entered into an interlocal agreement pursuant to the Act to provide for the management and operation of the Strother Field Airport/Industrial Park, which such cities jointly own as tenants in common, and to provide for the creation of the Strother Field Commission, a separate legal entity and body corporate and politic, to which such cities have delegated operation and management responsibilities respecting the Strother Field Airport/Industrial Park; and

WHEREAS, the City is a public agency within the State of Kansas and, pursuant to the Act, it is necessary and advisable to enter into an interlocal agreement with Arkansas City and the Strother Field Commission, other public agencies of the State of Kansas, to collectively provide for certain matters respecting the construction, furnishing and equipping of T Hangar improvements at the Strother Field Airport/Industrial Park (the "Project") for use by the cities and the Strother Field Commission and the financing and payment of the costs thereof.

### NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS:

**SECTION 1.** The City is hereby authorized to enter into an "INTERLOCAL COOPERATION AGREEMENT RESPECTING CERTAIN THANGAR IMPROVEMENTS AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK AND THE FINANCING THEREOF" (the "Agreement") with Arkansas City and the Strother Field Commission to collectively provide for certain matters respecting the Project and the financing and payment of the costs thereof. The form of the Agreement presented to the governing body of the City this date is hereby approved, and the Mayor and Clerk are hereby authorized to execute the Agreement in that form, with ministerial changes as may be approved by the Mayor, whose execution of the Agreement shall evidence any such approval.

**SECTION 2**. This Ordinance shall take effect and be in full force from and after its passage by the governing body and publication of the Ordinance or a summary thereof in the official City newspaper.

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### **PASSED** by the City Commission on March 17, 2022, and **SIGNED** by the Mayor.

| (SEAL)                   |       |
|--------------------------|-------|
|                          | Mayor |
| ATTEST:                  |       |
|                          |       |
| Clerk                    |       |
| Cierk                    |       |
| APPROVED AS TO FORM ONLY |       |
|                          |       |
|                          |       |
| City Attorney            |       |

## INTERLOCAL COOPERATION AGREEMENT RESPECTING CERTAIN T HANGAR IMPROVEMENTS AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK AND THE FINANCING THEREOF

This Interlocal Agreement, made pursuant to the statutory provisions of K.S.A. 12-2901 *et seq.*, and all acts amendatory thereof or supplemental thereto (the "Act"), is entered into as of [Effective Date], by and between:

### The City of Arkansas City, Kansas

herein referred to as "Arkansas City," and

### The City of Winfield, Kansas

herein referred to as "Winfield," and

### **The Strother Field Commission**

herein referred to as the "Strother Field Commission"

WHEREAS, Winfield and Arkansas City own, as tenants in common, certain real estate in Cowley County, Kansas, and Sumner County, Kansas, which is described as follows (the "Strother Field Airport/Industrial Park"): Strother Field in Cowley County, Kansas consisting of approximately 1,440 acres; and

WHEREAS, Arkansas City and Winfield have heretofore entered into an interlocal agreement pursuant to the Act, dated September 19, 1966, respecting the management and operation of Strother Field Airport/Industrial Park for the mutual benefit, protection, advantage and economic development of Arkansas City and Winfield, and pursuant to that agreement have established a separate legal entity and body corporate and politic known as the "Strother Field Commission" and prescribed that such entity be responsible for such management and operation; and

- WHEREAS, it is necessary and advisable to construct, furnish and equip T Hangar improvements at the Strother Field Airport/Industrial Park for use by the cities and the Strother Field Commission at an estimated cost of approximately \$1,250,000 (the "Project"); and
- WHEREAS, it is necessary and advisable that all or a portion of the costs of the Project be financed and paid through the issuance of general obligation bonds by Winfield (the "Bonds"); and
- WHEREAS, the Project will benefit all parties to this Agreement and it is necessary and advisable to prescribe the manner in which each of the parties will share and contribute to the payment of the Bonds issued to finance the Project.
- **NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES** and the mutual benefits to the participants which shall accrue by virtue of this Agreement, the parties hereto covenant and agree:
- **Section 1. Obligations of Strother Field Commission**. Strother Field Commission shall be fully responsible for all amounts necessary to pay the principal of and interest on the Bonds (the "Debt Service Requirements") as the same become due. Upon the sale and delivery of the Bonds, Winfield shall provide to Strother Field Commission and Arkansas City a debt service schedule (the "Debt Service").

Schedule") setting forth the amounts of the Debt Service Requirements due on the Bonds and the dates on which such amounts are due (the "Bond Payment Dates"). Strother Field Commission shall remit full payment for its obligations hereunder to Winfield, with such amounts being received by Winfield not less than 30 calendar days prior to the respective Bond Payment Date, as shown by the Debt Service Schedule. If the Strother Field Commission fails to satisfy its payment obligations hereunder, Arkansas City and Winfield may exercise any remedy then available at law or in equity.

- Section 2. Allocation of Costs between Arkansas City and Winfield. If the Strother Field Commission does not for any reason satisfy its payment obligations prescribed in the preceding Section 1, Arkansas City and Winfield shall each be responsible for paying one-half of the Debt Service Requirement as the same become due. If payment from the Strother Field Commission is not received by Winfield as prescribed in the preceding Section 1, Winfield will promptly give notice thereof to Arkansas City and Arkansas City shall, within 10 calendar days of receipt of such notice, remit to Winfield payment for one-half of the amount of the Debt Service Requirement due on the Bonds, for which payment from the Strother Field Commission was not remitted. The parties hereto acknowledge that the obligations of Arkansas City under this Agreement are subject to K.S.A. 10-1101 et seq. and as such Arkansas City is obligated hereunder only to the extent that it has funds actually on hand in its treasury at the time for such purpose.
- Section 3. Acquiring, Holding, Disposing of Property. Winfield and Arkansas City, as tenants in common, are authorized to acquire, own, and hold property for the use and benefit of the Strother Field Commission. The Strother Field Commission shall enforce the performance of all contracts and work, and have charge and custody of all the property, assets, books, and records belonging to the Strother Field Airport/Industrial Park; providing that nothing herein shall be construed to authorize a sale of Strother Field Airport/Industrial Park properties without an affirmative vote of the governing body of both cities as provided by law; but said Strother Field Commission may provide for the sale or other disposition of any useless, worn-out, obsolete, or surplus supplies, equipment, or structures not then useful in the operation of the Strother Field Airport/Industrial Park.
- **Section 4. Term and Termination**. This Agreement shall remain in full force and effect until the Bonds issued by Winfield (for a primary term of fifteen (15) years) mature and are paid, unless earlier terminated by consent of Winfield, Arkansas City and Strother Field Commission. Notwithstanding any termination of this Agreement, the obligations of the parties with respect to the Bonds shall continue until the Bonds and interest thereon are paid in full and retired. Upon termination as herein set forth, the manager of the Strother Field Airport/Industrial Park shall, with assistance of authorized auditors, account to Winfield and Arkansas City as tenants in common.
- **Section 5. Administration**. Winfield shall be responsible for administering the undertaking set forth in this Agreement.
- **Section 6. Provisions**. This Agreement shall be in full force and effect upon execution by the parties hereto. If one or more provisions of this Agreement are hereafter found void or unenforceable as contrary to the law, the remaining provisions shall nevertheless remain in full force and effect and only such provisions as are specifically found invalid shall be null and without effect.
- **THIS AGREEMENT** is authorized by K.S.A. 12-2901 *et seq.* as each of the contracting parties hereto are public agencies as described therein.

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**IN WITNESS WHEREOF**, the above and foregoing Agreement is hereby executed by the parties hereto on the day and year first above appearing.

## CITY OF ARKANSAS CITY, KANSAS (Seal) Mayor ATTEST: Clerk CITY OF WINFIELD, KANSAS (Seal) Mayor ATTEST: Clerk STROTHER FIELD COMMISSION (Seal) Chairman ATTEST:

Secretary

### **ORDINANCE NO. 4179**

AN ORDINANCE APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT RESPECTING CERTAIN WAREHOUSE FACILITY IMPROVEMENTS AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK.

WHEREAS, K.S.A. 12-2901 *et seq*. (the "Act") provides that in order for public agencies to make the most efficient use of their powers, such public agencies may cooperate with other public agencies on a basis of mutual advantage to provide services and facilities in a manner that will best accord with geographic, economic and other factors influencing the needs and development of such public agencies; and

WHEREAS, the Act authorizes public agencies to enter into interlocal agreements with one or more other public agencies for joint or cooperative action pursuant to the provisions of the Act; and

WHEREAS, the City of Winfield, Kansas (the "City") and the City of Arkansas City, Kansas ("Arkansas City") have heretofore entered into an interlocal agreement pursuant to the Act to provide for the management and operation of the Strother Field Airport/Industrial Park, which such cities jointly own as tenants in common, and to provide for the creation of the Strother Field Commission, a separate legal entity and body corporate and politic, to which such cities have delegated operation and management responsibilities respecting the Strother Field Airport/Industrial Park; and

WHEREAS, the City is a public agency within the State of Kansas and, pursuant to the Act, it is necessary and advisable to enter into an interlocal agreement with Arkansas City and the Strother Field Commission, other public agencies of the State of Kansas, to collectively provide for certain matters respecting the construction, furnishing and equipping of warehouse facility improvements at the Strother Field Airport/Industrial Park (the "Project") for use by the cities and the Strother Field Commission and the financing and payment of the costs thereof.

### NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS:

**SECTION 1.** The City is hereby authorized to enter into an "INTERLOCAL COOPERATION AGREEMENT RESPECTING CERTAIN WAREHOUSE FACILITY IMPROVEMENTS AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK AND THE FINANCING THEREOF" (the "Agreement") with Arkansas City and the Strother Field Commission to collectively provide for certain matters respecting the Project and the financing and payment of the costs thereof. The form of the Agreement presented to the governing body of the City this date is hereby approved, and the Mayor and Clerk are hereby authorized to execute the Agreement in that form, with ministerial changes as may be approved by the Mayor, whose execution of the Agreement shall evidence any such approval.

**SECTION 2**. This Ordinance shall take effect and be in full force from and after its passage by the governing body and publication of the Ordinance or a summary thereof in the official City newspaper.

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### **PASSED** by the City Commission on March 17, 2022, and **SIGNED** by the Mayor.

| (SEAL)                   |       |
|--------------------------|-------|
|                          | Mayor |
| ATTEST:                  |       |
|                          |       |
| - CL 1                   |       |
| Clerk                    |       |
| APPROVED AS TO FORM ONLY |       |
|                          |       |
|                          |       |
| City Attorney            |       |

## INTERLOCAL COOPERATION AGREEMENT RESPECTING CERTAIN WAREHOUSE FAXCILITY IMPROVEMENTS AT STROTHER FIELD AIRPORT/INDUSTRIAL PARK AND THE FINANCING THEREOF

This Interlocal Agreement, made pursuant to the statutory provisions of K.S.A. 12-2901 *et seq.*, and all acts amendatory thereof or supplemental thereto (the "Act"), is entered into as of [Effective Date], by and between:

### The City of Arkansas City, Kansas

herein referred to as "Arkansas City," and

### The City of Winfield, Kansas

herein referred to as "Winfield," and

#### **The Strother Field Commission**

herein referred to as the "Strother Field Commission"

WHEREAS, Arkansas City and Winfield own, as tenants in common, certain real estate in Cowley County, Kansas, and Sumner County, Kansas, which is described as follows (the "Strother Field Airport/Industrial Park"): Strother Field in Cowley County, Kansas consisting of approximately 1,440 acres; and

WHEREAS, Arkansas City and Winfield have heretofore entered into an interlocal agreement pursuant to the Act, dated September 19, 1966, respecting the management and operation of Strother Field Airport/Industrial Park for the mutual benefit, protection, advantage and economic development of Arkansas City and Winfield, and pursuant to that agreement have established a separate legal entity and body corporate and politic known as the "Strother Field Commission" and prescribed that such entity be responsible for such management and operation; and

WHEREAS, it is necessary and advisable to construct, furnish and equip warehouse facility improvements at the Strother Field Airport/Industrial Park for use by the cities and the Strother Field Commission at an estimated cost of approximately \$4,340,000 (the "Project"); and

WHEREAS, it is necessary and advisable that all or a portion of the costs of the Project be financed and paid through the issuance of general obligation bonds by Arkansas City (the "Bonds"); and

WHEREAS, the Project will benefit all parties to this Agreement and it is necessary and advisable to prescribe the manner in which each of the parties will share and contribute to the payment of the Bonds issued to finance the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES and the mutual benefits to the participants which shall accrue by virtue of this Agreement, the parties hereto covenant and agree:

**Section 1. Obligations of Strother Field Commission**. Strother Field Commission shall be fully responsible for all amounts necessary to pay the principal of and interest on the Bonds (the "Debt Service Requirements") as the same become due. Upon the sale and delivery of the Bonds, Arkansas City

shall provide to Strother Field Commission and Winfield a debt service schedule (the "Debt Service Schedule") setting forth the amounts of the Debt Service Requirements due on the Bonds and the dates on which such amounts are due (the "Bond Payment Dates"). Strother Field Commission shall remit full payment for its obligations hereunder to Arkansas City, with such amounts being received by Arkansas City not less than 30 calendar days prior to the respective Bond Payment Date, as shown by the Debt Service Schedule. If the Strother Field Commission fails to satisfy its payment obligations hereunder, Arkansas City and Winfield may exercise any remedy then available at law or in equity.

- Section 2. Allocation of Costs between Arkansas City and Winfield. If the Strother Field Commission does not for any reason satisfy its payment obligations prescribed in the preceding Section 1, Arkansas City and Winfield shall each be responsible for paying one-half of the Debt Service Requirement as the same become due. If payment from the Strother Field Commission is not received by Arkansas City as prescribed in the preceding Section 1, Arkansas City will promptly give notice thereof to Winfield and Winfield shall, within 10 calendar days of receipt of such notice, remit to Arkansas City payment for one-half of the amount of the Debt Service Requirement due on the Bonds, for which payment from the Strother Field Commission was not remitted. The parties hereto acknowledge that the obligations of Winfield under this Agreement are subject to K.S.A. 10-1101 et seq. and as such Winfield is obligated hereunder only to the extent that it has funds actually on hand in its treasury at the time for such purpose.
- Section 3. Acquiring, Holding, Disposing of Property. Arkansas City and Winfield and, as tenants in common, are authorized to acquire, own, and hold property for the use and benefit of the Strother Field Commission. The Strother Field Commission shall enforce the performance of all contracts and work, and have charge and custody of all the property, assets, books, and records belonging to the Strother Field Airport/Industrial Park; providing that nothing herein shall be construed to authorize a sale of Strother Field Airport/Industrial Park properties without an affirmative vote of the governing body of both cities as provided by law; but said Strother Field Commission may provide for the sale or other disposition of any useless, worn-out, obsolete, or surplus supplies, equipment, or structures not then useful in the operation of the Strother Field Airport/Industrial Park.
- **Section 4. Term and Termination**. This Agreement shall remain in full force and effect until the Bonds issued by Arkansas City (for a primary term of [[ten] ([10]]) years) mature and are paid, unless earlier terminated by consent of Arkansas City, Winfield and Strother Field Commission. Notwithstanding any termination of this Agreement, the obligations of the parties with respect to the Bonds shall continue until the Bonds and interest thereon are paid in full and retired. Upon termination as herein set forth, the manager of the Strother Field Airport/Industrial Park shall, with assistance of authorized auditors, account to Winfield and Arkansas City as tenants in common.
- **Section 5. Administration**. Arkansas City shall be responsible for administering the undertaking set forth in this Agreement.
- **Section 6. Provisions**. This Agreement shall be in full force and effect upon execution by the parties hereto. If one or more provisions of this Agreement are hereafter found void or unenforceable as contrary to the law, the remaining provisions shall nevertheless remain in full force and effect and only such provisions as are specifically found invalid shall be null and without effect.
- **THIS AGREEMENT** is authorized by K.S.A. 12-2901 *et seq*. as each of the contracting parties hereto are public agencies as described therein.

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**IN WITNESS WHEREOF**, the above and foregoing Agreement is hereby executed by the parties hereto on the day and year first above appearing.

## CITY OF ARKANSAS CITY, KANSAS (Seal) Mayor ATTEST: Clerk CITY OF WINFIELD, KANSAS (Seal) Mayor ATTEST: Clerk STROTHER FIELD COMMISSION (Seal) Chairman ATTEST:

Secretary

### **A RESOLUTION**

**AUTHORIZING** 

an Outdoor Community Event and Temporary Entertainment District Application (Midwest Moos, Inc.)

**WHEREAS**, Midwest Moos, Inc. has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Midwest Moos, Inc. requests the possession and consumption of enhanced cereal malt beverage in the Broadway Sports Complex during a series of outdoor baseball events in 2022.

### NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

<u>Section 1.</u> Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

<u>Section 2.</u> Midwest Moos, Inc. requests the possession and consumption of cereal malt beverage in the Broadway Sports Complex from 5:00 pm to 10:00 pm during a series of outdoor baseball events in 2022.

Section 3. The governing body of the city of Winfield Kansas hereby authorizes the Outdoor Community Event and Temporary Entertainment District Application, in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the possession or consumption of cereal malt beverage as presented by Midwest Moos, Inc. from 5:00 pm to 10:00 pm during a series of outdoor race events in 2022, in the Broadway Sports Complex, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

**Section 4.** This resolution shall be in full force and effect from and after its passage and approval.

| <b>ADOPTED</b> this 17th day of March 2022.      |                        |
|--|------------------------|
| (SEAL)   |                        |
| ATTEST:  | Ronald E. Hutto, Mayor |
| Brenda Peters, City Clerk                        |                        |
| Approved as to form: William E. Muret, City Atto | rney                   |
| Approved for Commission Action:                  | City Manager           |



## Outdoor Community Event and Temporary Entertainment District Application

### APPLICANT INFORMATION

| Organization:  |  |  |  |  |
|--|--|--|--|--|
| Midwest Moos Inc   |  |  |  |  |
| Contact Name:  |  |  |  |  |
| Shilden Humell   | Carrier of the state of the sta |  |  |  |
| Email:   | Telephone:   |  |  |  |
| midwestmoos@gmail.com  | 314 734 3308   |  |  |  |
| Address:   | City/State/Zip:  |  |  |  |
| 400 Styler Rd  | Wichita KS 67209   |  |  |  |
| EVENT INFORMATION Event Title:   | Event Date: Piesse see attached schedule   |  |  |  |
| 2022 Summer Collegiate Season  | Event Date: Please see attached schedule  June 1st - August 1st 2022   |  |  |  |
| Event Type:  | Event Time (setup & teardown):   |  |  |  |
| Spectator Baseball   | 430 pm - Game Starts @ Copm - Cluse 7+6 imag   |  |  |  |
| Public Property Needed:  Collegista level field within Broade  |  |  |  |  |
| If yes, provide map of event identifying any and all street closures and Has written approval been received by appropriate (Main Street or 9th Avenue)? Yes $\square$ or No $\boxtimes$ if ye Date(s)/Time of Street Closures (or attached information):   | authorities (KDOT) for closure of any State Highway  |  |  |  |
| Site Plan Required: The plan defines the placement of fencing, tables, water supply, toilet/lavatory facilities, lighting, stages, temporary power needs, parking plans, sound plan, traffic control, temporary seating, tents or canopies, amusement or inflatable rides, barricade type/location, enter/exit locations, trash, signage, all streets being closed, etc. Parade or motor events require a map or diagram of the route to be traveled w/ starting and ending points identified; use of all or a portion of the street; approximate number, type, and description of persons, animals, and vehicles, as well as information above. |  |  |  |  |
| Will admission be charged? Yes ☐ or No ☐ Estimated Attendance: (maximum):  200  Please provide fliers, brochures, or website/Facebo  | Is this event a fundraiser? Yes or No Number of participants in previous years:  |  |  |  |
| riodoo provide illers, brochules, or website/Facebo  | non posts describing the event.  |  |  |  |
| GENERAL LIABILITY INSURANCE INFORMATION  Comprehensive liability insurance (CGL) is a broad policy that protects the organization from liability claims related to products coverage, completed operations coverage, premise and operations coverage, and independent contractors' coverage; also called commercial general liability insurance. Proof of insurance  |  |  |  |  |

pg. 2 of 4 (revised 7/2019)



### Outdoor Community Event and Temporary Entertainment District Application

may need be submitted to the City prior to approval of this application if any of the following activities are a part of the event; including but not limited to paid admissions, spectators, fairs & festivals, fireworks, concerts, carnivals, exhibitions, fundraisers, rides & attractions, racing events, religious ceremonies, running events, sporting events, animals, airsoft or paintball gun usage, construction exposures, inflatables (bounce houses), trampolines, water rides or water slides, bb/pellet guns, re-enactment weapons, archery, bonfires or open pit fires, food trucks/vendors, cereal malt beverage/liquor liability.

| liability.  |  |
|---|--|
| provides general liability coverage in an amount not le   | ring the term of the event a policy of insurance which ess than \$ 1,000,000 General Aggregate, \$ 1,000,000 500,000 Personal/Adv Injury, \$ 100,000 Fire Damage. amed additional insured's. |
| ALCOHOLIC LIQUOR OR CMB INFORMATION Will Alcoholic Liquor or CMB be sold and/or served? If Yes, is there a Liquor Liability Policy In-Force? Yes Is the Applicant Named as an Additional Insured? Ye On-Site Supervisor Name: | X or No □  |
| Breudon Sweany<br>Email:  |  |
| Email:  | Telephone:   |
| Brudan . Swany @ Sckaus . cdu<br>Address:   | 707-301-6985   |
| Address:  | City/State/Zip:  |
| 1500 £ Tall Tree RD # 15103  Possession, sale and/or consumption of Alcoholic Lice  | Derby KS 67037   |
| (ABC) and the Winfield City Commission. Regular Ci Mondays of each month.  FOOD INFORMATION Will food be sold and/or served? Yes or No in Who is Providing the Food and/or Drink?   |  |
| Midwest Moos - Concesions   |  |
| If Other than the Applicant, is a Certificate of Insurance If Other than the Applicant, is Applicant Named as Ac  | ce Provided? Yes ☐ or No ☐<br>dditional Insured? Yes ☐ or No ☐   |
| On-Site Supervisor Name:  |  |
| Brendan Sweing  |  |
| Email:  | Telephone:   |
| Brendan - Sweany C Schans - Cdn Address:  | 707 - 301 - 6985<br>City/State/Zip:  |
| 1500 £ Tall Tor RD # 25103  | Derby US 67037   |
|   |  |

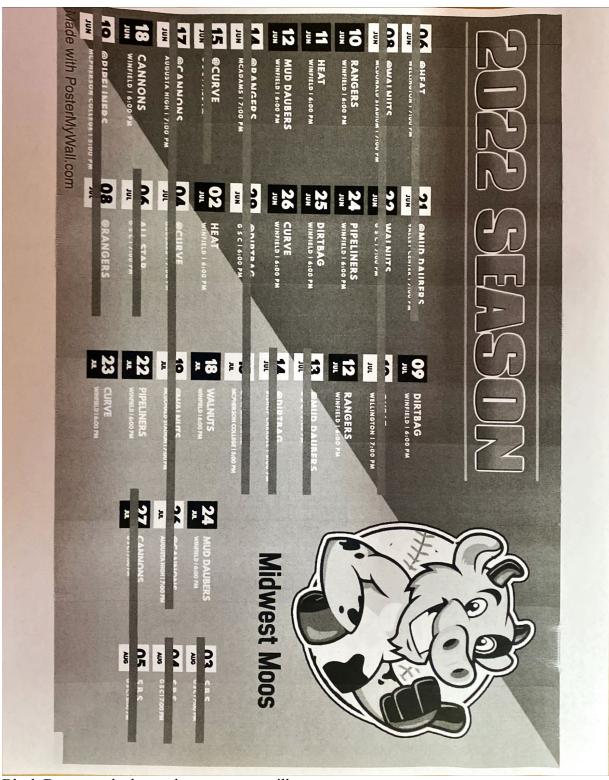
pg. 3 of 4 (revised 7/2019)



### Outdoor Community Event and

### **Temporary Entertainment District Application**

| 1, Sheblon Howell  | , the above named applicant, have read the contents of   |
|--|--|
| this application and that all information and ans<br>have read and understand all rules and regulation<br>I hereby agree to comply with all of the laws of | swers herein contained are completed and true. In addition, I ons as set out in the Code of the City of Winfield. Furthermore, the State of Kansas, and all rules and regulations prescribed e immediate revocation of my license, by the proper officials,  |
| Salu   |  |
| Signature of Event Applicant   | 3/11/22<br>Date  |
| APPLICATION APPROVAL   |  |
| Winfield City Manager  | Date   |
|  |  |
|  |  |
|  |  |
|  | Formulation was a december of the month of the Comment of the Comm |
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|  |  |
| g. 4 of 4<br>revised 772019)   |  |



Black Dates are the home dates were we will serve.

Sheldon

Get Outlook for iOS

### CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES (This form has been prepared by the Attorney General's Office)

| Scity or □ County of W.f. ld   |  |                           |                   |
|--|--|---------------------------|-------------------|
| SECTION 1 - LICENSE TYPE   |  |                           |                   |
| Check One: ☑ New License ☐ Renew License ☐ Special Event Pe  | rmit   |                           |                   |
| Check One  Check One  License to sell cereal malt beverages for consumption on the premise  License to sell cereal malt beverages in original and unopened contain | es. ners and not for consumption on the lice                             | nsed premi                | ses.              |
| SECTION 2 - APPLICANT INFORMATION  |  |                           |                   |
| Kansas Sales Tax Registration Number (required):   | -862127885F-01   |                           |                   |
| I have registered as an Alcohol Dealer with the TTB.  Yes (re  | quired for new application)  |                           |                   |
| Name of Corporation Mil A Mark Full  | FEIN 84- 2564708   |                           |                   |
| Corporation Street Address   | Corporation City   | State                     | Zip Code<br>67209 |
| Corporation Midwest Mess INC  Corporation Street Address (68 5. Tyler DIS  Date of Incorporation 2/17/21   | Articles of Incorporation are on file Secretary of State.                |                           | ¥Yes □ No         |
| Resident Agent Name  | Phone No. 314 - 734 - 33   | 08                        |                   |
| Residence Street Address SF /I N . Sullivan  | City Wichita   | State                     | Zip Code<br>67264 |
| SECTION 3 - LICENSED PREMISE   |  |                           |                   |
| Licensed Premise (Business Location or Location of Special Event)  | Mailing Addre  | ss addres                 | 5)                |
| DBA Name M. Jurst Mers INL   | Name Milaret Mes   | TOC                       |                   |
| Business Location Address 2200 Byseeleys 54  | Address Gor 5 Tuly   | 57                        |                   |
| Business Location Address 2200 Breadway St  City Win field State Zip  L7156  | Address Gor 5 Tyler City William   | State<br>KS               | Zip<br>67209      |
|  | e outlak com   |                           |                   |
| Business Phone No 316 - 784 - 3307   | Applicant owns the proposed business Applicant does not own the proposed | ss location<br>business k | ocation.          |
| Business Location Owner Name(s) / La of Winfer   | Id   |                           |                   |
| SECTION 4 - OFFICERS, DIRECTORS, STOCKHO   |  |                           | F                 |
| Name Skildn Harrell  | Docition (   | у.                        | Date of Birth     |
| Residence Street Address   | City President   | State                     | 2ip Code          |
| Spouse Name N. J.  | Position William   | KS                        | Date of Birth     |
| Residence Street Address  Spouse Name  As Way I town!!  Residence Street Address  7524 N Shaffed C4  | City Inf.  | State                     | Zip Code<br>67205 |
| Name   | Position   | KS.                       |                   |
| Residence Street Address   | City   | Chata                     | Date of Birth     |
|  |  | State                     | Zip Code          |
| Spouse Name  | Position   |                           | Age               |
| Residence Street Address   | City   | State                     | Zip Code          |
| Name   | Position   |                           | Date of Birth     |
| Residence Street Address   | City   | State                     | Zip Code          |
| Spouse Name  | Position   |                           | Age               |
| Residence Street Address   | City   | State                     | Zip Code          |

| SECTION 5 - MANAGER OR AGENT INFORMATION  |  |   |  |  |
|---|--|---|--|--|
| My place of business or special event will be conducted by a manager or agent.  |  | ☑ Yes □ No  |  |  |
| If yes, provide the following:  |  |   |  |  |
| Manager/Agent Name Brusham Sware W  | Phone No. 707 - 301 - 6985               | Date of Birth, 07/29/1997                           |  |  |
| Residence Street Address 1300 E Tillham 170 Apt 25103   | City and State Devby KS                  | Zip Code<br>47037                                   |  |  |
| Manager or Agent Sp   | //                                       |   |  |  |
| Spouse Name Brtling Swany Residence Street Address 1500 E Talling Di) Apt 25103   | Phone No. 503 - 983 0163  City and State | Date of Birth 1995  10   09   1995  Zip Code  47037 |  |  |
| SECTION 6 – QUALIFICATIONS FOR LICENSURE  Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.  |  |   |  |  |
| Are all persons identified in Sections 4 & 5 Citizens of the United   | d States*?                               | ✓ Yes □ No  |  |  |
| Is the person identified in Section 5 currently a resident of Kans  | as*?                                     | ☑ Yes ☐ No  |  |  |
| All persons identified in Sections 4 & 5 are at least 21 years old*   | ☑ Yes □ No                               |   |  |  |
| All persons in Sections 4 & 5 have been a Kansas resident for at least years prior to submitting this application **  |  |   |  |  |
| Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:  (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness: (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law? |  |   |  |  |
| Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?  |  |   |  |  |
| Has the spouse of any partner or member ever been convicted of Section 6 during the time the partner or member held a CMB lice  | ☐ Yes ☑ No                               |   |  |  |
| SECTION 7 – DURATION OF SPECIAL EVENT   |  |   |  |  |
| Start Date  | Time                                     | □ AM □ PM   |  |  |
| End Date  | □AM □PM                                  |   |  |  |

Proceed to Section 8 on the next page.

### SECTION 8 - LICENSED PREMISE In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box. 8 ½" by 11" drawing attached --- Temp fence for Burgarden T Beer sales and Consumption will only Be allowed and monitored with in the Beer garden I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601) SIGNATURE \_ FOR CITY/COUNTY OFFICE USE ONLY: ☐ License Fee Received Amount \$\_\_\_ Date (\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license) \$25 CMB Stamp Fee Received Date \_\_\_ ☐ Background Investigation ☐ Completed Date ☐ Qualified ☐ Disqualified Verified applicant has registered with the TTB as an Alcohol Dealer ☐ New License Approved Valid From Date \_\_\_\_\_\_ to \_\_\_\_ By: \_\_\_\_ Valid From Date \_\_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_ ☐ License Renewed ☐ Special Event Permit Approved Valid From Date A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY KS A 41-2702(e).

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e). MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

Page 4 of 4

<sup>\*</sup> Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

### **A RESOLUTION**

**AUTHORIZING** 

an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Productions)

**WHEREAS**, Old Skool Productions has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Old Skool Productions requests the possession and consumption of cereal malt beverage in the Winfield Fairgrounds during a series of outdoor race events in 2022.

### NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

<u>Section 1.</u> Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

Section 2. Old Skool Productions requests the possession and consumption of cereal malt beverage in the Winfield Fairgrounds from 10:00 am to 11:59 pm during a series of outdoor race events in 2022. A separate Cereal Malt Beverage license is not required of Old Skool Productions for possession and consumption only inside the defined pit area.

Section 3. The governing body of the city of Winfield Kansas hereby authorizes the Outdoor Community Event and Temporary Entertainment District Application, in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the possession or consumption of cereal malt beverage as presented by Old Skool Productions from 10:00 am to 11:59 pm during a series of outdoor race events in 2022, in the Winfield Fairgrounds, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

| <b>ADOPTED</b> this 17th day of March 2022.      |                        |
|--|------------------------|
| (SEAL)   |                        |
| ATTEST:  | Ronald E. Hutto, Mayor |
| Brenda Peters, City Clerk                        |                        |
| Approved as to form: William E. Muret, City Atto | rney                   |
| Approved for Commission Action:                  | City Manager           |



### **Cowley County Fair Association**

P.O. Box 346, Winfield, KS 67156 cowleyfair@gmail.com 620-506-7335

November 7th, 2021

To Whom It May Concern,

On October 18<sup>th</sup>, 2021, the Cowley County Fair Board met and was proposed with a request from Old Skool Productions. It was decided by a majority of the Cowley County Fair Board, to allow Old Skool Productions to host Figure 8 races at the Cowley County Fairgrounds between Memorial Day and July 3<sup>rd</sup>, 2022. They may resume races after August 15<sup>th</sup>, 2022. They may not have any races between July 4<sup>th</sup>, 2022 and August 15<sup>th</sup>, 2022. This agreement is for 2022 only.

Sincerely,

Josh Dobbs

President,

Cowley County Fair Association



### **Cowley County Fair Association**

P.O. Box 346, Winfield, KS 67156 cowleyfair@gmail.com 620-506-7335

February 22, 2022

Dear Mr. Wall,

The February meeting of the Cowley County Fair Board was held February 21, 2022 at 7:30 p.m. During this meeting, Debbie Clark, representing Big Brothers Big Sisters of Cowley County, presented her idea to hold a Figure 8 race at the Cowley County Fair Grounds on July 9, 2022 in conjunction with "Race for Kids' Sake". The Cowley County Fair unanimously decided to allow Big Brothers Big Sisters of Cowley County, in conjunction with Old Skool Productions, to hold a benefit figure 8 race on July 9, 2022.

Should any questions or concerns arise, please let us know.

Respectfully,

Julu Olle

Josh Dobbs

President, Cowley County Fair

Cell: 620-229-4896



# Outdoor Community Event and Temporary Entertainment District Application

### APPLICANT INFORMATION

|  | The state of the s |  |  |
|--|--|--|--|
| Organization:  |  |  |  |
| Old Skool Productions  |  |  |  |
| Contact Name:  | The state of the s |  |  |
| Tony Russell   |  |  |  |
| Email:   | Telephone:   |  |  |
| oldskoolproductions16@gmail.com  | 620-222-4535   |  |  |
| Address:   | City/State/Zip:  |  |  |
| 420 N. Michigan  | Winfield, KS 67156   |  |  |
| EVENT INFORMATION  | av mangan Bawasia will   |  |  |
| Event Title:   | Event Date:  |  |  |
| Old Skool Productions Figure 8/ Demo Derby   | See Attached   |  |  |
| Event Type:  | Event Time (setup & teardown):   |  |  |
| Entertainment  | 10:00AM to 11:59PM   |  |  |
| Public Property Needed:  |  |  |  |
| Rodeo Arena- Winfield Fairgrounds  | manganani atau   |  |  |
| Street Closure Requested? Yes $\square$ or No $\square$ If yes, provide map of event identifying any and all street closures and placement of barricades; with type of barricades to be used Has written approval been received by appropriate authorities (KDOT) for closure of any State Highway (Main Street or 9 <sup>th</sup> Avenue)? Yes $\square$ or No $\square$ if yes, attach copy Date(s)/Time of Street Closures (or attached information): |  |  |  |
| N/A  | ON SECTION OF ESTIMATION OF THE PROPERTY OF TH |  |  |
| lighting, stages, temporary power needs, parking plan  | ortion of the street; approximate number, type, and  |  |  |
| Estimated Attendance: (maximum):   | s this event a fundraiser? Yes or No landsumber of participants in previous years:  500-800  |  |  |
| and the second of the second of the second of the second of  | posto documento di la divolta  |  |  |

### GENERAL LIABILITY INSURANCE INFORMATION

Comprehensive liability insurance (CGL) is a broad policy that protects the organization from liability claims related to products coverage, completed operations coverage, premise and operations coverage, and independent contractors' coverage; also called commercial general liability insurance. Proof of insurance



## Outdoor Community Event and

### **Temporary Entertainment District Application**

Applications and any applicable fees must be submitted to: Winfield City Clerk | 200 E. 9<sup>th</sup> Avenue | Winfield, KS 67156 620-221-5500 or (Fax) 620-221-5593 or <a href="mailto:cityclerk@winfieldks.org">cityclerk@winfieldks.org</a>

Complete Outdoor Community Event Applications must be submitted at least 30 days prior to the proposed date of the event

The City of Winfield defines an Outdoor Community Event as follows:

Outdoor event on public property organized for a particular and limited purpose and time. Such events shall include, but not be limited to fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, cookouts, block parties, community celebrations, shows, exhibitions, circuses, fairs and temporary entertainment districts. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events occurring solely on sidewalks or public rights of way immediately adjacent to public streets that do not require the closing of the sidewalk or public way.

The City of Winfield defines a Temporary Entertainment District as follows:

• A defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a Community Event which has been properly permitted.

#### General Information:

It is the purpose of this application to establish a process for permitting community events to use City streets, sidewalks, parks and alleys. It is unlawful for any person to conduct a community event without a community event permit. Any information required by the application must be complete upon submittal. Incomplete applications may be denied. The City of Winfield may refuse any application received less than 30 days before the event or lacking requested information. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- The Winfield Police Department, the Winfield Fire Department and authorized representatives of such departments shall be responsible for the enforcement of all provisions of this application.
- No fee shall be charged for the application or permit for a Community Event itself.
- The issuance of a Community Event permit shall not negate the responsibility of the permit holder to acquire all other necessary and applicable licenses or permits which may be required for the event or pay any additional fees.
- Street closure request made to the City of Winfield.
- Certificate of General Liability Insurance naming the City of Winfield as additionally insured, if applicable.
- Security requirements including hiring of certified law enforcement officers.
- All Food/Beverage/Concessionaire/Amusement vendors list including contact person, contact information, and permits/licenses, as necessary.
- Outdoor Community Events shall cease between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday.
- A detailed Security Plan will be required and approved by Winfield Chief of Police. Extraordinary Police/Fire services will be billed directly to the permit holder and will be the permit holder's responsibility.



# Outdoor Community Event and Temporary Entertainment District Application

may need be submitted to the City prior to approval of this application if any of the following activities are a part of the event; including but not limited to paid admissions, spectators, fairs & festivals, fireworks, concerts, carnivals, exhibitions, fundraisers, rides & attractions, racing events, religious ceremonies, running events, sporting events, animals, airsoft or paintball gun usage, construction exposures, inflatables (bounce houses), trampolines, water rides or water slides, bb/pellet guns, re-enactment

weapons, archery, bonfires or open pit fires, food trucks/yendors, cereal malt beverage/liquor liability. If required, the Applicant will procure and maintain during the term of the event a policy of insurance which provides general liability coverage in an amount not less than \$1,000,000 General Aggregate, \$1,000,000 Products Aggregate, \$ 500,000, Each Occurrence, \$ 500,000 Personal/Adv Injury, \$ 100,000 Fire Damage. with the City of Winfield KS, its officers and agents, named additional insured's. Has a prior insurance provider canceled or refused to renew your policy? Yes  $\square$  or No ALCOHOLIC LIQUOR OR CMB INFORMATION Will Alcoholic Liquor or CMB be sold and/or served? Yes or No If yes, complete the following If Yes, is there a Liquor Liability Policy In-Force? Yes or No Is the Applicant Named as an Additional Insured? Yes or No On-Site Supervisor Name: Tony Russell Email: Telephone: oldskoolproductions16@gmail.com 620-222-4535 Address: City/State/Zip: Winfield, KS 67156 420 N. Michigan Possession, sale and/or consumption of Alcoholic Liquor or CMB: A Catered Licensed Event. Temporary license or a Temporary Permit MUST be approved by the Kansas Division of Alcoholic Beverage Control (ABC) and the Winfield City Commission. Regular City Commission meetings are held the 1st and 3rd Mondays of each month. FOOD INFORMATION Will food be sold and/or served? Yes  $\bigcap$  or No  $\bigcap$  If yes, complete the following Who is Providing the Food and/or Drink? 3 Critters BBQ and Courtney Cowell If Other than the Applicant, is a Certificate of Insurance Provided? Yes or No If Other than the Applicant, is Applicant Named as Additional Insured? Yes **I** or No On-Site Supervisor Name: Email: Telephone: Address: City/State/Zip:



# Outdoor Community Event and Temporary Entertainment District Application

| I, Tony Russell                                       | _, the above named applicant, have read the contents of        |
|---|--|
|   | ers herein contained are completed and true. In addition, I    |
|   | s as set out in the Code of the City of Winfield. Furthermore, |
|   | e State of Kansas, and all rules and regulations prescribed    |
|   | mmediate revocation of my license, by the proper officials,    |
| for any violation of such laws, rules, or regulations | See a la la come ed magnatu cindrato i etemprifica restrest    |
| Time Dussen   | 3-14-2022  |
| Signature of Event Applicant                          | Date   |
| APPLICATION APPROVAL                                  |  |
|   |  |
| Winfield City Manager                                 | Date   |

### INDIVIDUAL/SOLE PROPRIETOR APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

| City or County of WINFIELD KS   | 6715 Ce  |               |  |  |
|---|--|---------------|--|--|
| SECTION 1 – LICENSE TYPE  |  |               |  |  |
| Check One: ☑ New License ☐ Renew License ☐  | Special Event Permit   |               |  |  |
| Check One:  License to sell cereal malt beverages for consumption  License to sell cereal malt beverages in original and the licenses premises.   |  | onsumption on |  |  |
| SECTION 2 - APPLICANT INFORMATION   |  |               |  |  |
| Kansas Sales Tax Registration Number (required):  | 88888888888888888  |               |  |  |
| I have registered as an Alcohol Dealer with the TTB. 🔀 Yes  |  |               |  |  |
| Name TONY RUSSELL   | Phone No. UZO - ZZZ -45-39   | Date of Birth |  |  |
| SSN/E) N  | Drivers' License Number 1/9 - 000  | 0.31          |  |  |
| Email Address(s). Please separate values with comma   |  | 7.0.4         |  |  |
| Residence Street Address 470 N. Machagan 57   | City WINFIELD State 1/5.   | Zip Code      |  |  |
| Applicant Spou  | sal Information  |               |  |  |
| Spouse Name   | Phone No.  | Date of Birth |  |  |
| Residence Street Address  | City State   | Zip Code      |  |  |
| SECTION 3 – LICENSED PREMISE  |  |               |  |  |
| Licensed Premise (Business Location or Location of Special Event)  DBA Name OLD Shoot Product Ion S   | Name (If different from business   | address)      |  |  |
| Business Location Address FAIR GZOUN OS   | Address 420 N. MICHIAAN  |               |  |  |
| City State Zip  WINFIELD KS 67156   | City State Zip   |               |  |  |
| Business Phone No.  \$\omega 20 - \omega 22 - 45 35^-\$   | I own the proposed business lo   |               |  |  |
| Business Location Owner Name(s)  CITY OF WINFIELD   |  |               |  |  |
|   |  |               |  |  |
| SECTION 4 – APPLICANT QUALIFICATION   |  |               |  |  |
| I am a U.S. Citizen   |  |               |  |  |
| I am at least 21 years of age   | ☑ Yes ☐ No   |               |  |  |
| I have had any license issued pursuant to the Kansas Liquor<br>Drinking Establishment Act or Kansas Cereal Malt Beverage<br>acts?   | ☐ Yes   ☑ No   |               |  |  |
| I have been a resident of Kansas for at least $44$ years prior  | to the submission of this application.                                     |               |  |  |
| Within 2 years immediately preceding the date of this applicate been convicted of, released from incarceration for or release the following crimes:  (1) Any felony; (2) a crime involving moral turpitude; (3) drunt while under the influence of alcohol (DUI); or (5) violation of a liquor law. | d from probation or parole for any of kenness: (4) driving a motor vehicle | r Yes □ No    |  |  |
| My spouse has previously held a CMB license.  |  | ☐ Yes ☑ No    |  |  |
| My spouse has never been convicted of one of the crimes me  | entioned above while licensed.   | ŴŶes □ No     |  |  |

| SECTION 5 - MANAGER OR AGENT QUALIFI                         | CATION                        |                |
|--|-------------------------------|----------------|
| My place of business or special event will be conducted by a | a manager or agent.           | ☑ Yes □ No     |
| If yes, provide the following:                               |                               |                |
| Manager/Agent Name ANASTASIA MARIA ANIGONY                   | Phone No.<br>620 - 441 - 8863 | Date of Birth  |
| Residence Street Address 718 E. MAIN ST. Po Box 836          | City OX FORD 165              | Zip Code 67119 |
|  | Spousal Information           |                |
| Spouse Name  | Phone No.                     | Date of Birth  |
| Residence Street Address                                     | City                          | Zip Code       |
| Qualificatio   | n Statement                   |                |
| My manager/agent and his/her spouse* meets all of the qua    | lifications in Section 4.     | ☐ Yes ☐ No     |
| SECTION 6 - DURATION OF SPECIAL EVENT                        |                               |                |
| Start Date   | Time                          | □ AM □ PM      |
| End Date   | Time                          | □ AM □ PM      |

Proceed to Section 7 on the next page.

SECTION S: SEE ATTACKED LIST.

### SECTION 7 - LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box:  $\square$  8 ½" by 11" drawing attached.



Attached

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE / any drasse

DATE 2-78-2022

| .Y:   |  |  |  |
|---|--|--|--|
| 00.00 Date 2-28-2<br>\$25-200 On-Premise license) | 22   |  |  |
| 2-28-22   |  |  |  |
| Completed Date                                    |  | ☐ Qualified  | ☐ Disqualified   |
| vith the TTB as an Alcohol D                      | ealer  |  |  |
| Valid From Date                                   | to   |  | Ву:  |
| Valid From Date                                   | to _   |  | Ву:  |
| Valid From Date                                   | to   |  | Ву:  |
|   | S25-200 On-Premise license)  e 2-28-22  Completed Date  vith the TTB as an Alcohol D  Valid From Date  Valid From Date | \$25-200 On-Premise license)  e 2-28-22  Completed Date  with the TTB as an Alcohol Dealer  Valid From Date to  Valid From Date to | \$25-200 On-Premise license)  e 2-28-22  Completed Date Qualified  with the TTB as an Alcohol Dealer  Valid From Date to  Valid From Date to |

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

<sup>\*</sup> Applicant's spouse is not required to meet the citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

### SECTION 7-LICENSED PREMISE

AG CMB Individual Application (Rev. 10.25.17)

in the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 📈 8 ½" by 11" drawing attached.

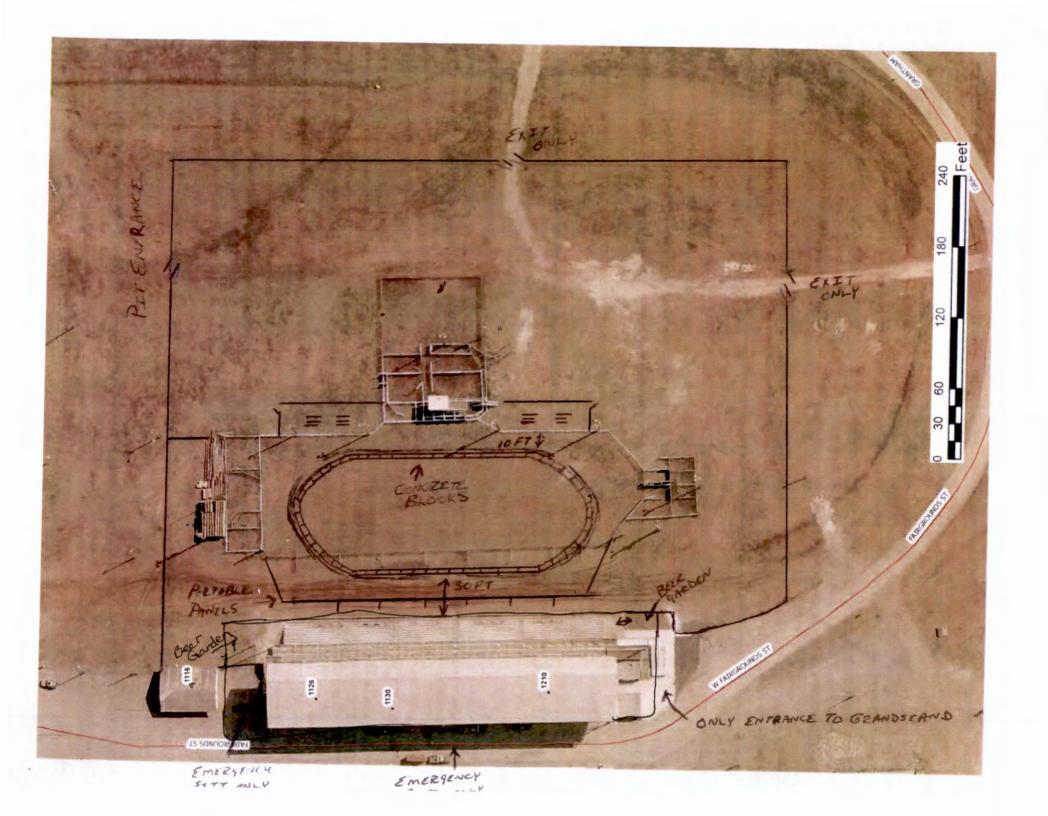


| SIGNATURE TIME                      | USSCIL                        |                                       | DATE 8-11- 20              |
|-------------------------------------|-------------------------------|---------------------------------------|----------------------------|
| FOR CITY/COUNTY OFFICE USE ONL      | Y:                            | · · · · · · · · · · · · · · · · · · · |                            |
| License Fee Received Amount \$      | Date                          | -                                     |                            |
| S25 CMB Stamp Fee Received Date     |                               |                                       |                            |
| ☐ Background Investigation          | Completed Date                |                                       | ☐ Qualified ☐ Disqualified |
| Verified applicant has registered w | rith the TTB as an Alcohol De | aler                                  |                            |
| New License Approved                | Valid From Dale               | to                                    | Ву:                        |
| License Renewed                     | Valid From Date               | to                                    | By:                        |
| Special Event Permit Approved       | Valid From Date               | to                                    | Ву:                        |

\*Applicant's spouse is not required to meet the citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Page 3 of 3

Clear Form



- 4/2- Figure 8 Race (Winfield fairgrounds)
- 4/16- Figure 8 Race (Winfield fairgrounds)
- 4/30- Figure 8 Race (Winfield fairgrounds)
- 5/14- Figure 8 Race/ Shane Shafer Demolition Derby (Winfield Fairgrounds)
- 6/4- Figure 8 Race (Winfield Fairgrounds)
- 6/11- Figure 8 Race (Winfield Fairgrounds)
- 6/25- Figure 8 Race (Winfield Fairgrounds)
- 7/9- Figure 8 Racing for Kids Benefit (Winfield Fairgrounds)
- 10/1- Figure 8 Race (Winfield fairgrounds)
- 10/8- Figure 8 Race (Winfield fairgrounds)
- 10/22- Figure 8 Race/Terror at the Track Demolition Derby (Winfield Fairgrounds)
- 11/5- Figure 8 Race (Winfield Fairgrounds)

Tony Russell

620-222-4535

oldskoolproductions16@gmail.com



### **Request for Commission Action**

**Date:** March 10, 2022

Requestor: Taggart Wall, City Manager

**Action Requested:** Consider Resolution authorizing an Outdoor Community Event, CMB license & Temporary Entertainment District Application from Old Skool Productions

**Analysis:** Old Skool Productions, through an Outdoor Community Event & Temporary Entertainment District application, requests authorization to allow possession and consumption of cereal malt beverages in the Winfield Fairgrounds from 10:00 am to 11:59 pm inside the pit area during a series of outdoor race events in 2022. A separate Cereal Malt Beverage license is not required of Old Skool Productions for possession and consumption only inside the pit area. The Governing Body would need to adopt a Resolution acknowledging the "Special Event" and authorizing possession and consumption.

Additionally, Old Skool Productions requests authorization to allow possession and Consumption and the sale of cereal malt beverages in the Winfield Fairgrounds from 10:00 am to 11:59 pm inside the grandstand area during a series of outdoor race events in 2022. A separate Cereal Malt Beverage license is required of Old Skool Productions for possession and consumption and sale inside the identified grandstand area. The Governing Body would need to approve a CMB license for this part of the events. Security for the grandstand area will be provided and approved by the Winfield Police Department, with costs covered by Old Skool Productions.

**Fiscal Impact**: The event producers have agreed to pay 5% of gate admission to the area and are seeking restroom services from the City.

#### Attachments:

OCE/TED Application CMB Application



## City of Winfield REQUEST FOR QUOTES

This form must be used to submit quotes

THIS IS NOT AN ORDER

PLEASE QUOTE YOUR DELIVERED PRICES TO THE CITY OF WINFIELD ON ITEMS LISTED BELOW. CONSULT ATTACHED TERMS AND CONDITIONS AND SPECIFICATIONS FOR REQUIREMENTS.

### RETURN TO:

THE CITY OF WINFIELD - CITY CLERK 200 E. Ninth - PO Box 646 Winfield, KS 67156

PRIOR TO 2:00 P.M.

DATE: February 17, 2022

| Firm Name                |              |
|--------------------------|--------------|
| Address Gracese Dalley E | · Ou         |
| 1 1 1 to 1               | Telephone    |
| City, State, Zip         | 620-229-0210 |

Deyter Ks Email

620-876-3136

| 1    |          |   |          |                |
|------|----------|---|----------|----------------|
| ITEM | QUANTITY | esktc, Net<br>Description   |          |                |
|      |          | 72", HD, Commercial-Duty, 29-33 HP, Side Discharge, ZTR Mower, without Mulch Kit, per City of Winfield base specifications. | 1        | EXTENDED PRICE |
| 1.   | 2ea      | Park Department *Non-Taxable*   |          |                |
|      |          | Make: Hyther Super HD  Model: 941328  HP: 35  | 12243,96 | 24487,92       |
|      |          |   |          |                |
|      |          |   |          |                |
|      |          |   |          |                |
|      |          |   |          |                |
|      |          |   |          |                |

| THIS FORM MUST BE SIGNED |                       |
|--------------------------|-----------------------|
| Signature:               | Billing Terms: Net 30 |
| Title:                   | Delivery ARO: 1-2 mo  |



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

PrairieLand Partners, LLC 2300 W. 9th Avenue Winfield, KS 67156 620-221-1770

#### **Quote Summary**

Prepared For:

CITY OF WINFIELD 200 E 9TH AVE WINFIELD, KS 67156 Business: 620-221-5500 Delivering Dealer: PrairieLand Partners, LLC

> Curtis Trecek 2300 W. 9th Avenue Winfield, KS 67156 Phone: 620-221-1770

ctrecek@plpid.com

Quote ID:

1

Accepted By : X \_\_\_\_

26085854

Created On:

15 February 2022

Last Modified On:

15 February 2022

**Expiration Date:** 

28 February 2022

\$ 22,185.57

**Equipment Summary** 

Selling Price \$ 22,185.57 X Qty Extended

JOHN DEERE GATOR™ XUV835M

Cab Non-HVAC (Model Year 2022)

Contract: KS NASPO Ground Mtnc 51000E (PG K7 CG 22)

Price Effective Date: February 14, 2022

JOHN DEERE GATOR™ XUV825M

\$ 26,508.36 X 1 =

\$ 26,508.36

S4 (Model Year 2022)

Contract: KS NASPO Ground Mtnc 51000E (PG K7 CG 22)

Price Effective Date: February 14, 2022

**Equipment Total** 

Salesperson : X

\$ 48,693.93

| Includes Fees and Non-contract items | Quote Summary                 |              |
|--------------------------------------|-------------------------------|--------------|
|                                      | Equipment Total               | \$ 48,693.93 |
|                                      | Trade In                      |              |
|                                      | SubTotal                      | \$ 48,693.93 |
|                                      | Est. Service<br>Agreement Tax | \$ 0.00      |
|                                      | Total                         | \$ 48,693.93 |
|                                      | Down Payment                  | (0.00)       |
|                                      | Rental Applied                | (0.00)       |
|                                      | Balance Due                   | \$ 48,693.93 |



ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

PrairieLand Partners, LLC 2300 W. 9th Avenue Winfield, KS 67156 620-221-1770

| 101  | IN DEEDE OATODT  |       | W/00 EN E O  |                                | 1/10/11                                   | 1.137                 |                |
|--|--|-------|--|--------------------------------|---|-----------------------|----------------|
| JOHN DEERE GATOR™ XUV835M Cab Non-HVAC (Model Year 2022) |  |       |  |                                |   |                       |                |
| Hours:   |  |       |  |                                |   |                       |                |
| Stock Nu   | III MANAGE AN ANIMANANANANANANANANANANANANANANANANANAN |       |  |                                |   |                       |                |
| Contract   | : KS NASPO Ground Mtr                                  | nc 51 | 000E (PG K   | (7 CG 22)                      |   | S                     | elling Price * |
| Price Eff  | Price Effective Date: February 14, 2022 \$ 22,185.57   |       |  |                                |   |                       |                |
|  |  | * Pri | ce per item  | <ul> <li>includes F</li> </ul> | ees and No                                | n-contract i          | tems           |
| Code   | Description  | Qty   | List Price   | Discount%                      | Discount                                  | Contract              | Extended       |
|  |  |       |  |                                | Amount                                    | Price                 | Contract       |
| FZIZONA  | OATODIM WINGOIN O                                      | 2     | Ф 00 040 00  | 44.00                          | Ф. с. | <b>*</b> 40 000 4 4   | Price          |
| 57K2M  | GATOR™ XUV835M Cab<br>Non-HVAC (Model Year             | 1     | \$ 23,049.00   | 14.00                          | \$ 3,226.86                               | \$ 19,822.14          | \$ 19,822.14   |
|  | 2022)  |       |  |                                |   |                       |                |
|  |  | Star  | ndard Options  | s - Per Unit                   |   |                       |                |
| 001A   | US/Canada  | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 0505   | Build To Order   | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 1029   | 25" Terra Hawk all-terrain                             | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
|  | tires on 12" Yellow Steel                              |       |  |                                |   |                       |                |
| NO. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10               | Wheels   |       | nia de la composición dela composición de la com | 30 AV 100000000                | 20000000 0000000                          | ANIQUE THE SERVED AND | 149            |
| 2030   | Split Bench Seat - Yellow Vinyl                        | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 2350   | Park Position in                                       | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 2000   | Transmission   |       | Ψ 0.00   | 14.00                          | ψ 0.00                                    | φ 0.00                | φ 0.00         |
| 2500   | Green and Yellow                                       | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 3003   | Cargo Box with Spray In                                | 1     | \$ 490.00  | 14.00                          | \$ 68.60                                  | \$ 421.40             | \$ 421.40      |
|  | Liner, Brake, and Tail Lights                          | 5     |  |                                |   |                       |                |
| 3101   | Cargo Box Power Lift                                   | 1     | \$ 941.00  | 14.00                          | \$ 131.74                                 | \$ 809.26             | \$ 809.26      |
| 4024   | OSR - Cab Doors  | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 4030   | Black Roof   | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 4199   | Less Rear Package                                      | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 4249   | Less Guards  | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
| 6349   | Less Winch   | 1     | \$ 0.00  | 14.00                          | \$ 0.00                                   | \$ 0.00               | \$ 0.00        |
|  | Standard Options Total                                 |       | \$ 1,431.00  |                                | \$ 200.34                                 | \$ 1,230.66           | \$ 1,230.66    |
|  |  |       | ments/Non-C  |                                |   |                       |                |
| BM26642  |  | 1     | \$ 1,112.80  | 14.00                          | \$ 155.79                                 | \$ 957.01             | \$ 957.01      |
|  | Tail Light Protectors                                  | 1     | \$ 112.36  | 14.00                          | \$ 15.73                                  | \$ 96.63              | \$ 96.63       |
| BUC10608   | Front Turn Signal Light Kit                            | 1     | \$ 92.01   | 14.00                          | \$ 12.88                                  | \$ 79.13              | \$ 79.13       |
|  | <b>Dealer Attachments Total</b>                        |       | \$ 1,317.17  |                                | \$ 184.40                                 | \$ 1,132.77           | \$ 1,132.77    |
|  |  |       |  |                                |   |                       |                |



ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company

2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

PrairieLand Partners, LLC 2300 W. 9th Avenue Winfield, KS 67156 620-221-1770

| Value Added Services<br>Total | \$ 0.00      | \$ 0.00                  | \$ 0.00      |
|-------------------------------|--------------|--------------------------|--------------|
| Total Selling Price           | \$ 25,797.17 | \$ 3,611.60 \$ 22,185.57 | \$ 22,185.57 |

### JOHN DEERE GATOR™ XUV825M S4 (Model Year 2022)

**Equipment Notes:** 

Hours:

Stock Number:

Contract: KS NASPO Ground Mtnc 51000E (PG K7 CG 22)

Selling Price \* \$26.508.36

Price Effective Date: February 14, 2022

\* Price per item - includes Fees and Non-contract items

|         |   | ^ Pri | ce per item  | - includes F | ees and No         | n-contract i      | tems                          |
|---------|---|-------|--------------|--------------|--------------------|-------------------|-------------------------------|
| Code    | Description   | Qty   | List Price   | Discount%    | Discount<br>Amount | Contract<br>Price | Extended<br>Contract<br>Price |
| 57E8M   | GATOR™ XUV825M S4<br>(Model Year 2022)                        | 1     | \$ 17,699.00 | 14.00        | \$ 2,477.86        | \$ 15,221.14      | \$ 15,221.14                  |
|         |   | Stan  | dard Options | s - Per Unit |                    |                   |                               |
| 001A    | US/Canada   | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
| 0505    | Build To Order  | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
| 1027    | 27" Maxxis Bighorn 2.0  | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
|         | Extreme Terrain Radial<br>Tires on 14" Yellow Steel<br>Wheels |       |              |              |                    |                   |                               |
| 2006    | Bench Seat - Yellow   | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
| 2350    | Park Position in<br>Transmission                              | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
| 2500    | Green and Yellow  | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
| 3003    | Cargo Box with Spray In Liner, Brake, and Tail Lights         | 1     | \$ 490.00    | 14.00        | \$ 68.60           | \$ 421.40         | \$ 421.40                     |
| 3101    | Cargo Box Power Lift  | 1     | \$ 941.00    | 14.00        | \$ 131.74          | \$ 809.26         | \$ 809.26                     |
| 4000    | OPS with nets   | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
| 4030    | Black Roof  | 1     | \$ 678.00    | 14.00        | \$ 94.92           | \$ 583.08         | \$ 583.08                     |
| 4199    | Less Rear Bumper  | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
| 4249    | Less Front Brush Guard  | 1     | \$ 0.00      | 14.00        | \$ 0.00            | \$ 0.00           | \$ 0.00                       |
|         | Standard Options Total  |       | \$ 2,109.00  |              | \$ 295.26          | \$ 1,813.74       | \$ 1,813.74                   |
|         | Dealer Att  | achr  | nents/Non-C  | ontract/Open | Market             |                   |                               |
| BM23608 | Cab Heater  | 1     | \$ 1,231.57  | 14.00        | \$ 172.42          | \$ 1,059.15       | \$ 1,059.15                   |
| BM24597 | Cab Heater Conversion Kit                                     | 1     | \$ 163.71    | 14.00        | \$ 22.92           | \$ 140.79         | \$ 140.79                     |



ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

PrairieLand Partners, LLC 2300 W. 9th Avenue Winfield, KS 67156 620-221-1770

| Total Sellii | ng Price  |   | \$ 30,823.67 |       | \$ 4,315.31 | \$ 26,508.36 | \$ 26,508.36 |
|--------------|---|---|--------------|-------|-------------|--------------|--------------|
|              | Value Added Services<br>Total                     |   | \$ 0.00      |       |             | \$ 0.00      | \$ 0.00      |
|              | Dealer Attachments Total                          |   | \$ 11,015.67 |       | \$ 1,542.19 | \$ 9,473.48  | \$ 9,473.48  |
| BUC10609     | Turn Signal Light Kit, Front & Rear               | 1 | \$ 312.44    | 14.00 | \$ 43.74    | \$ 268.70    | \$ 268.70    |
|              | Brake, tail, reverse lights                       | 1 | \$ 192.60    | 14.00 | \$ 26.96    | \$ 165.64    | \$ 165.64    |
| BUC10293     | Poly Door Cab (4 pass)                            | 1 | \$ 7,157.23  | 14.00 | \$ 1,002.01 | \$ 6,155.22  | \$ 6,155.22  |
| BM24561      | Occupant Protective<br>Structure (OPS) Rear Panel | 1 | \$ 609.90    | 14.00 | \$ 85.39    | \$ 524.51    | \$ 524.51    |
| 20010210     | Structure (OPS) Glass<br>Windshield with Wiper    | • | ψ 1,000.00   | 14.00 | ψ 102.01    | Ψ 1,110.00   | Ψ 1,110.00   |
| BUC10210     | Occupant Protective                               | 1 | \$ 1,300.06  | 14.00 | \$ 182.01   | \$ 1,118.05  | \$ 1,118.05  |
| BM25593      | Cab Heater Fitting Kit                            | 1 | \$ 48.16     | 14.00 | \$ 6.74     | \$ 41.42     | \$ 41.42     |

| WINFIELD                 | QUO                | TE SUBMISSION FORM This form must be used to submit quotes                             | THIS IS NOT A   | N ORDER   |
|--------------------------|--------------------|--|---|---|
| KANSAS                   | Proisela           | ud Portners  | CITY OF WINFIELD ON   | DELIVERED PRICES TO THE<br>ITEMS LISTED BELOW.<br>TERMS AND CONDITIONS<br>FOR REQUIREMENTS. |
| Address                  | 2300 W<br>field, 1 | gtn Ave.  Telephone  Ks 67156  | RETURN TO:<br>THE CITY OF WINFIEL<br>200 E. Ninth - PO Box 64<br>Winfield, KS 67156 |   |
| City, State, Z           | trece k@p          | Fax  | PRIOR TO 2:00   | P.M.  |
| Email                    |                    |  | DATE: Februar   | y 17, 2022  |
| ITEM                     | QUANTITY           | DESCRIPTION  | UNIT PRICE  | EXTENDED PRICE  |
| 1)                       |                    | New Utility Vehicle as specified by City of Winfield Cemetery Department *Non-Taxable* |   |   |
|                          |                    | Make: John Deerc   |   |   |
|                          |                    | Model XIV 835 M<br>XVV 825 M 54  |   |   |
|                          |                    | Please Quote Both:   |   |   |
|                          | 1ea                | 3 Person Seating   | 22,185,57   |   |
|                          | lea                | 4 Person Seating   | \$26,508,36   |   |
|                          |                    |  |   | \$48,693.93   |
|                          |                    |  |   |   |
|                          |                    |  |   |   |
| THIS FORM MUST BE SIGNED |                    |  | Billing Terms:  | Deere Euro<br>n Deere Run   |
| Signature                |                    | M  | Dolivor ADO:  | a) 11 V   |
|                          | Store              | Manager  | Denvery ARO:  | Will Know   |
| Title                    |                    |  | wich cro  | - 1) pieceo   |



### Base Specifications for Cemetery Utility Vehicle

### **Options**

- Cab Style: 3 Person Seating
- Cab Style: 4 Person Seating

### **Standards**

- 4 Cycle Gas
- 4x4
- Enclosed
- Heated Cab
- All Terrain/ Turf Tires
- Cargo Box Power Lift
- Deluxe Light Kit
- Tail Light Protectors
- Bench Seating
- Front Bumper with Receiver Hitch
- City will receive from vendor by DVD, written manual or qualified instructor, training sufficient for operating equipment.



February 8, 2022

The City of Winfield, Kansas requests that your firm prepare quotes for a Utility Vehicle described on the enclosed sheet. Quotes will be accepted in the Office of the City Clerk, 200 E. Ninth, Winfield KS 67156, until 2:00 PM on February 17, 2022.

The Specifications and Proposal Form should be carefully read. *All Exceptions or Alternates must be noted as such.* Quotes submitted on forms other than those provided by the City of Winfield will not be considered.

Envelopes containing quotes and specifications should be clearly marked "Utility Vehicle" and should state the time and date of the opening. Address quotes to the City of Winfield, City Clerk's Office, 200 E. Ninth, PO Box 646, Winfield, Kansas, 67156. *The City of Winfield is not responsible for third party delivery of RFQ packages.* 

The City of Winfield reserves the right to reject any or all quotes, waive irregularities, advertise for new quotes, accept the quote which, in the judgment of the City, is most advantageous to the City, or to take any other action deemed necessary to protect the best interest of the City.

We look forward to receiving your quote.

Libra & Bennett

Debra L Dennett Purchasing Coordinator ddennett@winfieldks.org 620-221-5600

Enclosures

### PERSONS PRESENT AT BID OPENING

#### **TABULATION SHEET BID OPENING**

|               | City of Winfield Finance                              | Time<br>Date | 2:02 p.m.<br>02/18/2022 |
|---------------|---|--------------|-------------------------|
| Debra Dennett | City of Winfield Finance  City of Winfield Purchasing | Item Bid     | UTV                     |
| Amanda Neal   | City of Winfield Purchasing                           | Department   | Cemetery                |

| Bidder (Name and Address) | Item Bid   | Quantity | Unit Price  | <b>Extended Price</b> |
|---------------------------|--|----------|-------------|-----------------------|
| Prairieland Partners      | Make: John Deere  Model: Gator XUV835M Cab Non- HVAC (Model Year 2022)       | 1ea      | \$22,185.57 | \$22,185.57           |
|                           | 3 Person Seating   |          |             |                       |
| Prairieland Partners      | Make: John Deere  Model: Gator XUV825MS4 (Model Year 2022)  4 Person Seating | 1ea      | \$26,508.36 | \$26,508.36           |

| Bid Awarded to: | Delivery Date: |
|-----------------|----------------|
|                 |                |

### PERSONS PRESENT AT BID OPENING

#### **TABULATION SHEET BID OPENING**

**Department** 

| _ |
|---|

| Time<br>Date | 2:02 p.m.<br>02/18/2022 |
|--------------|-------------------------|
| Item Bid     | ZTR Mower               |
| Donartmont   | Parks                   |

| Bidder (Name and Address) | Item Bid  | Quantity | <b>Unit Price</b> | <b>Extended Price</b> |
|---------------------------|---|----------|-------------------|-----------------------|
| Oxford Saw & Mower, Inc.  | Make: Scag Cheetah<br>II<br>Model: SCZII-<br>72V38FX-EFI<br>HP: 38 Kawasaki EFI<br>72" side discharge | 2ea      | \$16,549.00       | \$13,239.20           |
| Oxford Saw & Mower, Inc.  | Make: Scag Cheetah II Model: SCZII- 72V37BV-EFI HP: 37 Briggs and Stratton EFI 72" side discharge     | 2ea      | \$16,549.00       | \$13,239.20           |
| Prairieland Partners      | Make: John Deere<br>Model: Z970R Z Trak<br>HP: 35<br>72" side discharge                               | 2ea      | \$13,951.63       | \$27,903.26           |
| Grouse Valley Equipment   | Make: Hustler X-One<br>Model: 94016<br>HP: 27<br>72" side discharge                                   | 2ea      | \$8607.77         | \$17,215.54           |

| Grouse Valley Equipment  | Make: Hustler Super Z Model: 941187 HP: 35 72" side discharge    | 2ea | \$11,004.29 | \$22008.58  |
|--------------------------|--|-----|-------------|-------------|
| Grouse Valley Equipment  | Make: Hustler Super Z HD Model: 941328 HP: 35 72" side discharge | 2ea | \$12,243.96 | \$24,487.92 |
| B&L Truck & Auto Salvage | Late   |     |             |             |

| Bid Awarded to: | Delivery Date: |
|-----------------|----------------|



### **Request for Commission Action**

**Date:** 3/14/2022

**Requestor:** Patrick Steward, City Engineer / Director of Public Improvements

#### **Action Requested:**

**Equipment Bids** 

#### **Analysis:**

The City solicited quotes equipment for the Park's department. The requests were for 2 mowers and a UTV. Attached are bid tabs for the two requests.

Based on the quotes received, we are recommending purchasing (2) ZTR Hustler Mowers from Grouse Valley Equipment. We are requesting a model step up from what was bid based on staff experience and mechanic recommendations.

The UTV is a vehicle to be utilized by the Cemetery staff for use on the grounds but also as a transport vehicle for showing families available tracts and locations. We are recommending the (4) person Gator from Prairieland Partners.

#### **Fiscal Impact:**

All three pieces of equipment were budgeted for 2022. The 4 person UTV was marginally above the budgeted amount but within the capability to be funded out of the department budget.

**Attachments: Bids** 



Quote Id: 26024732

### Prepared For:

#### **CITY OF WINFIELD**



Prepared By: Nicholas Bowman

PrairieLand Partners, LLC 2300 W. 9th Avenue Winfield, KS 67156

Tel: 620-221-1770 Fax: 620-221-0225

Email: nbowman@plpjd.com

Date: 04 February 2022 Offer Expires: 28 February 2022



#### **Quote Summary**

Prepared For:

CITY OF WINFIELD 200 E 9TH AVE WINFIELD, KS 67156 Business: 620-221-5500

Salesperson: X \_\_\_\_

Prepared By:

Nicholas Bowman PrairieLand Partners, LLC 2300 W. 9th Avenue Winfield, KS 67156 Phone: 620-221-1770

Phone: 620-221-1770 nbowman@plpjd.com

Quote Id:

26024732

Created On:

04 February 2022

Last Modified On:

05 February 2022

\$ 192,900.00

Accepted By : X \_\_\_\_\_

|   | Ex              | pira | tion Dat | te: | 28 February 2022 |
|---|-----------------|------|----------|-----|------------------|
| <b>Equipment Summary</b>  | Selling Price   |      | Qty      |     | Extended         |
| 2022 JOHN DEERE 320G SKID<br>STEER - Standard Flow  | \$ 43,500.00    | X    | 1        | =   | \$ 43,500.00     |
| Extended Warranty   | \$ 800.00       | X    | 1        | =   | \$ 800.00        |
| Extended Warranty, 320G, Comprehensive, 2000 Total Hours or 60 Total Months, \$200 Deductible                   |                 |      |          |     |                  |
| Sub Total   |                 |      |          |     | \$ 44,300.00     |
| 2022 JOHN DEERE 320G SKID<br>STEER - High Flow  | \$ 47,750.00    |      | 1        | =   | \$ 47,750.00     |
| Extended Warranty Extended Warranty, 320G, Comprehensive, 2000 Total Hours or 60 Total Months, \$200 Deductible | \$ 800.00       | X    | 1        | =   | \$ 800.00        |
| Sub Total   |                 |      |          |     | \$ 48,550.00     |
| 2022 JOHN DEERE 320G SKID<br>STEER - High Flow  | \$ 47,750.00    | Χ    | 1        | =   | \$ 47,750.00     |
| Extended Warranty   | \$ 800.00       | X    | 1        | =   | \$ 800.00        |
| Extended Warranty, 320G, Comprehensive, 2000 Total Hours or 60 Total Months, \$200 Deductible                   |                 |      |          |     |                  |
| Sub Total   |                 |      |          |     | \$ 48,550.00     |
| 2022 JOHN DEERE 324G SKID<br>STEER - High Flow  | \$ 50,500.00    | Χ    | 1        | =   | \$ 50,500.00     |
| Extended Warranty   | \$ 1,000.00     | X    | 1        | =   | \$ 1,000.00      |
| Extended Warranty, 324G, Comprehensive, 2000 Total Hours or 60 Total Months, \$200 Deductible                   |                 |      |          |     |                  |
| Sub Total   |                 |      |          |     | \$ 51,500.00     |
| Equipment Total   |                 |      |          |     | \$ 192,900.00    |
|   | Quote Summary   |      |          |     |                  |
|   | Equipment Total |      |          |     | \$ 192,900.00    |

SubTotal



| Balance Due                | \$ 192,900.00 |
|----------------------------|---------------|
| Rental Applied             | (0.00)        |
| Down Payment               | (0.00)        |
| Total                      | \$ 192,900.00 |
| Est. Service Agreement Tax | \$ 0.00       |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



Quote Id: 26024732

Customer: CITY OF WINFIELD

| lours:<br>tock Number | •  |            |
|-----------------------|--|------------|
| Code                  | Description  | Qty        |
| 00B2T                 | 320G SKID STEER  | 1          |
|                       | Standard Options   | - Per Unit |
| 0750                  | Cab/Heat/AC, Power QT, SL, 2Spd                                  | 1          |
| 0953                  | ISO-H Switchable Controls and EH<br>Joystick Performance Package | 1          |
| 1305                  | Engine - Naturally Aspirated                                     | 1          |
| 1501                  | English Operator's Manual and Decals                             | 1          |
| 1741                  | Less JDLink  | 1          |
| 2285                  | 10x16.5 NHS, CAMSO SKS   | 1          |
| 4001                  | 2-Inch Seat Belt with Shoulder Harness                           | 1          |
| 6001                  | Mechanical Suspension Seat (Vinyl)                               | 1          |
| 8050                  | Cold Start Package   | 1          |
| 8300                  | Counterweight, (Single Set)                                      | 1          |
| 8342                  | Radio, AM/FM with Bluetooth                                      | 1          |
|                       | Dealer Attachr   | nents      |
| AT431921              | Hazard Warning Lights  | 1          |
|                       | Value Added Se   | ervices    |
|                       | Extended Warranty  |            |
|                       | Other Charg  | <b>jes</b> |
|                       | Freight  | 1          |
|                       | Setup  | 1          |

|                         | 2022 JOHN DEERE 320G S   | KID STEER - High Flow |  |
|-------------------------|--|-----------------------|--|
| Hours:<br>Stock Number: |  |                       |  |
| Code                    | Description  | Qty                   |  |
| 00B2T                   | 320G SKID STEER  | 1                     |  |
|                         | Standard Option  | ns - Per Unit         |  |
| 0755                    | Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan | 1                     |  |



| 0050     | IOO II O italiable Cantala and FII        |        |
|----------|---|--------|
| 0953     | ISO-H Switchable Controls and EH          | 1      |
|          | Joystick Performance Package              |        |
| 1305     | Engine - Naturally Aspirated              | 1      |
| 1501     | English Operator's Manual and Decals      | 1      |
| 1741     | Less JDLink                               | 1      |
| 2315     | 12 X 16.5 NHS, CAMSO SKS                  | 1      |
| 4001     | 2-Inch Seat Belt with Shoulder Harness    | 1      |
| 6001     | Mechanical Suspension Seat (Vinyl)        | 1      |
| 8050     | Cold Start Package                        | 1      |
| 8342     | Radio, AM/FM with Bluetooth               | 1      |
| 9041     | 72 in. Construction Bucket (17.8 cu. ft.) | 1      |
|          | with Edge                                 |        |
|          |   |        |
|          | Dealer Attachn                            | nents  |
| AT431921 | Hazard Warning Lights                     | 1      |
|          | Value Added Se                            | rvices |
|          | Extended Warranty                         |        |
|          | Other Charg                               | jes .  |
|          | Freight                                   | 1      |
|          | Setup                                     | 1      |
|          | •   |        |

### 2022 JOHN DEERE 320G SKID STEER - High Flow

#### Hours:

#### Stock Number:

| Code  | Description  | Qty        |     |
|-------|--|------------|-----|
| 00B2T | 320G SKID STEER  | 1          |     |
|       | Standard Options   | - Per Unit |     |
| 0755  | Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan | 1          |     |
| 0953  | ISO-H Switchable Controls and EH<br>Joystick Performance Package   | 1          |     |
| 1305  | Engine - Naturally Aspirated                                       | 1          | 100 |
| 1501  | English Operator's Manual and Decals                               | 1          |     |
| 1741  | Less JDLink  | 1          |     |
| 2315  | 12 X 16.5 NHS, CAMSO SKS   | 1          |     |
| 4001  | 2-Inch Seat Belt with Shoulder Harness                             | 1          |     |
| 6001  | Mechanical Suspension Seat (Vinyl)                                 | 1          |     |
| 8050  | Cold Start Package   | 1          |     |
| 8342  | Radio, AM/FM with Bluetooth  | 1          |     |



Quote Id: 26024732 Customer: CITY OF WINFIELD

| 9041     | 72 in. Construction Bucket (17.8 cu. ft.) 1 with Edge |                  |  |
|----------|---|------------------|--|
|          | De  | ler Attachments  |  |
| AT431921 | Hazard Warning Lights                                 | 1                | AND AND THE CONTRACT OF THE CO |
|          | Valu  | e Added Services |  |
|          | Extended Warranty                                     |                  |  |
|          |   | Other Charges    |  |
|          | Freight   | 1                |  |
|          | Setup   | 1                |  |

|                     | 2022 JOHN DEERE 324G SK  | ID STEER - Hig | h Flow |
|---------------------|--|----------------|--------|
| ours:<br>ock Number | :  |                |        |
| Code<br>00C2T       | Description 324G SKID STEER  | Qty            |        |
| 00021               | Standard Options   | Dor Unit       |        |
| 0755                | Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan | 1              |        |
| 0953                | ISO-H Switchable Controls and EH Joystick Performance Package      | 1              |        |
| 1301                | Engine - Turbocharged  | 1              |        |
| 1501                | English Operator's Manual and Decals                               | 1              |        |
| 1741                | Less JDLink  | 1              |        |
| 2315                | 12 X 16.5 NHS, CAMSO SKS   | 1              |        |
| 4001                | 2-Inch Seat Belt with Shoulder Harness                             | 1              |        |
| 6001                | Mechanical Suspension Seat (Vinyl)                                 | 1              |        |
| 8050                | Cold Start Package   | 1              |        |
| 8342                | Radio, AM/FM with Bluetooth  | 1              |        |
| 9052                | 78 in. HD Construction Bucket (19.4 cu. ft.) with Edge             | 1              |        |
|                     | Dealer Attachr   | nents          |        |
| AT431921            | Hazard Warning Lights  | 1              |        |
|                     | Value Added Se   | ervices        |        |
|                     | Extended Warranty  |                |        |
|                     | Other Charg  | jes            |        |
|                     | Freight  | 1              |        |
|                     | Setup  | 1              |        |



### **Extended Warranty Proposal**

#### PowerGard™ Protection Plan

|   | STRUCTION EQUI   | PMENT  |   |   |                                       |
|---|--|--|---|---|---------------------------------------|
| Date : February 5 Machine/Use Info  |  | Plan Description   |   | Price   |                                       |
| Manufacturer  | JOHN DEERE   | Plan Type:   | Extended<br>Warranty  | Deductible:   | \$ 200                                |
| Equipment Type  | COMPACT<br>CONSTRUCTION<br>EQUIPMENT   | N Coverage:  | Comprehensive   | Quoted Price  | \$ 800.00                             |
| Model   | 320G   | Total Months:  | 60  | Powergard List<br>Price   | \$ 816.00                             |
| Country   | US   | Total Hours:   | 2000  | Date Quoted   | February 4, 2022                      |
| MFWD/Tracks   | N  |  |   |   |                                       |
| Scraper Use   |  |  |   |   |                                       |
| DELAYED PURCHASE pricing inspection/certification process Tractors, 24 months on Golf 8 | FOR 30-DAYS FROM DATE ISS<br>og (surcharged) is offered later d<br>is and must also past fluid testin<br>trurf Products, 12 months for a<br>comprehensive" Plan coverage = | uring the John Deere Basic Wa<br>g. The Total Months and Total<br>II AG Harvesting and Sprayer e   | rranty. Many PowerGard quote<br>Hours listed above include the                            | s presented in the Delayed Pur<br>John Deere Basic Warranty ter | chase Period will require             |
|   | ection Proposal P  | The state of the s | I have been offere  | ed this extended wa   | arranty and                           |
| Customer Name -   | Diana Drint  |  | ✓ I ACCEPT the I  | PowerGard Protection  | on                                    |
| Customer warne -  | - Flease Fillit  |  | ☐ I DECLINE the   | PowerGard Protecti  | on                                    |
| Customer Signatu  | ure  | á  | f declined, I fully ur<br>above is not covere<br>component failures<br>period provided by | d for repair expens<br>beyond the origina                       | ses due to                            |
| the actual  | t a contract. For sp<br>PowerGard Protect<br>of the agreement.   | ecific PowerGard F<br>tion Plan contract f   | Protection coverage<br>for more information   | e terms and condition and the terms, co                         | ons, please refer to<br>anditions and |
| COMPACT CONS  | STRUCTION EQUI   | PMENT  |   |   |                                       |
| Date : February 5<br>Machine/Use Info   | •  | Plan Description   |   | Price   |                                       |
| Manufacturer  | JOHN DEERE   | Plan Type:   | Extended<br>Warranty  | Deductible:   | \$ 200                                |
| Equipment Type  | COMPACT  | Coverage:  | Comprehensive   | Quoted Price  | \$ 800.00                             |

Model

**Quoted Price** 

CONSTRUCTION Coverage: EQUIPMENT

320G

**Total Months:** 

60

Powergard List Price

\$816.00

Country

US

N

Total Hours:

2000

Date Quoted

February 4, 2022

MFWD/Tracks

#### Scraper Use

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles)."Limited" Plan coverage: Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.



| PowerGard Prote   | ection Proposal P  | repared for:  | I have been offere   | ed this extended wa  | arranty and                           |
|---|--|---|--|--|---------------------------------------|
| Customer Name - Please Print  |  | ☐ I ACCEPT the PowerGard Protection   |  |  |                                       |
| Customer Name - Flease Film   |  | I DECLINE the   | PowerGard Protecti   | on   |                                       |
| Customer Signature  |  | If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere. |  |  |                                       |
| the actual  | t a contract. For sp<br>PowerGard Protects of the agreement.   | ecific PowerGard<br>tion Plan contract  | Protection coverage for more informatio  | e terms and condition and the terms, co                          | ons, please refer to<br>onditions and |
| COMPACT CONS  | STRUCTION EQUI   | PMENT   |  |  |                                       |
| Date : February 5 Machine/Use Info  |  | Plan Description  | 1  | Price  |                                       |
| Manufacturer  | JOHN DEERE   | Plan Type:  | Extended<br>Warranty   | Deductible:  | \$ 200                                |
| Equipment Type  | COMPACT<br>CONSTRUCTION<br>EQUIPMENT   | l Coverage:   | Comprehensive  | Quoted Price   | \$ 800.00                             |
| Model   | 320G   | Total Months:   | 60   | Powergard List<br>Price  | \$ 816.00                             |
| Country   | US   | Total Hours:  | 2000   | Date Quoted  | February 4, 2022                      |
| MFWD/Tracks   | N  |   |  |  |                                       |
| Scraper Use   |  |   |  |  |                                       |
| DELAYED PURCHASE pricin<br>inspection/certification proces<br>Tractors, 24 months on Golf 8 | FOR 30-DAYS FROM DATE ISS g (surcharged) is offered later du s and must also past fluid testing turf Products, 12 months for all pmprehensive" Plan coverage = | uring the John Deere Basic W<br>g. The Total Months and Tota<br>I AG Harvesting and Sprayer   | arranty. Many PowerGard quote<br>I Hours listed above include the                          | s presented in the Delayed Puri<br>John Deere Basic Warranty ten | chase Period will require             |
| PowerGard Prote   | ection Proposal P  | repared for:  | I have been offere   | ed this extended wa  | arranty and                           |
| Customer Name - Please Print  |  | ✓ I ACCEPT the PowerGard Protection   |  |  |                                       |
|   |  |   | ☐ I DECLINE the  | PowerGard Protecti   | on                                    |
| Customer Signatu  | ire  |   | If declined, I fully ur<br>above is not covere<br>component failures<br>period provided by | d for repair expens<br>beyond the origina                        | es due to                             |
| the actual  | a contract. For sperior PowerGard Protect of the agreement.  | ecific PowerGard I<br>ion Plan contract   | Protection coverage<br>for more information  | e terms and condition<br>on and the terms, co                    | ons, please refer to<br>enditions and |

Confidential



|                              | 1 - CONTROL OF THE OWNER OF THE PROPERTY OF TH | TRUCTION EQUIP  | PMENT  |   |  |   |
|------------------------------|--|---|--|---|--|---|
|                              | Date: February 5,<br>Machine/Use Info  |   | Plan Description   | n   | Price  |   |
|                              | Manufacturer   | JOHN DEERE  | Plan Type:   | Extended<br>Warranty  | Deductible:  | \$ 200  |
|                              | Equipment Type   | COMPACT<br>CONSTRUCTION<br>EQUIPMENT  | Coverage:  | Comprehensive   | Quoted Price   | \$ 1,000.00   |
|                              | Model  | 324G  | Total Months:  | 60  | Powergard List<br>Price  | \$ 1,026.00   |
|                              | Country  | US  | Total Hours:   | 2000  | Date Quoted  | February 4, 2022  |
|                              | MFWD/Tracks  | N   |  |   |  |   |
|                              | Scraper Use  |   |  |   |  |   |
|                              | DELAYED PURCHASE pricing<br>inspection/certification process<br>Tractors, 24 months on Golf &  | (surcharged) is offered later du<br>and must also past fluid testing  | ring the John Deere Basic W<br>The Total Months and Total<br>AG Harvesting and Sprayer | ed only early during the Deere ba<br>arranty. Many PowerGard quote:<br>il Hours listed above include the<br>equipment, and 12 months/1000 | s presented in the Delayed Purch<br>John Deere Basic Warranty term | hase Period will require<br>is (24 months / 2000 hours on |
|                              | PowerGard Prote  | ction Proposal Pr   | repared for:   | I have been offere  | ed this extended wa  | rranty and  |
| Customer Name - Please Print |  | ✓ I ACCEPT the PowerGard Protection   |  |   |  |   |
|                              |  |   |  | ☐ I DECLINE the   | PowerGard Protection   | in  |
| Customer Signature           |  | If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere. |  |   |  |   |

Note: This is <u>not</u> a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

#### What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

#### What PowerGard Protection is not:

PowerGard Protection is <u>not insurance.</u>It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



#### Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



Valid through February 28, 2022 Created On February 04, 2022

# New 2022 JOHN DEERE 320G SKID STEER - Standard Flow

| Selling Price             | \$ 43,500.00 |
|---------------------------|--------------|
| Add'l Advanced Payment    |              |
| Trade-Ins                 |              |
| Net Selling Price         | \$ 43,500.00 |
| Physical Damage Insurance |              |
| PowerGard                 | \$ 800.00    |
| Filing / Origination Fees |              |
| Total Lease Amount        | \$ 44,300.00 |
| Purchase Option           | \$ 26,634.90 |

# Lease Offer

Term in Months 60

Annual Hrs

200

Cost/Hour

\$24.23

\$ 4,846.93 Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Valid through February 28, 2022 Created On February 04, 2022

### New 2022 JOHN DEERE 320G SKID STEER - High Flow

| Selling Price   | \$ 47,750.00      |
|---|-------------------|
| Add'l Advanced Payment  |                   |
| Trade-Ins   | ===               |
| Net Selling Price   | \$ 47,750.00      |
| Physical Damage Insurance<br>PowerGard<br>Filing / Origination Fees | <br>\$ 800.00<br> |
| Total Lease Amount  | \$ 48,550.00      |
| Purchase Option   | \$ 29,267.24      |

# Lease Offer

Term in Months 60

Annual Hrs 200

Cost/Hour **\$ 26.49** 

\$ 5,298.25 Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Valid through February 28, 2022 Created On February 04, 2022

# New 2022 JOHN DEERE 320G SKID STEER - High Flow

| \$ 47,750.00 | Little Grissian                               |
|--------------|---|
|              |   |
|              |   |
| \$ 47,750.00 |   |
|              |   |
| \$ 800.00    |   |
|              |   |
| \$ 48,550.00 |   |
| \$ 29,267.24 |   |
|              | \$ 47,750.00<br>\$ 800.00<br><br>\$ 48,550.00 |

### Lease Offer

Term in Months 6

Annual Hrs 20

Cost/Hour **\$ 26.49** 

# \$ 5,298.25 Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Valid through February 28, 2022 Created On February 04, 2022

# New 2022 JOHN DEERE 324G SKID STEER - High Flow

| Ć FO FOO OO  |
|--------------|
| \$ 50,500.00 |
|              |
|              |
| \$ 50,500.00 |
|              |
| \$ 1,000.00  |
|              |
| \$ 51,500.00 |
| \$ 30,918.56 |
|              |

### Lease Offer

Term in Months 60

Annual Hrs

200

Cost/Hour

\$ 28.21

# \$ 5,642.71 Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.

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