

CITY COMMISSION MEETING
Winfield, Kansas

DATE: Monday, June 06, 2022
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Presiding Officer Gregory N. Thompson

ROLL CALL.....City Clerk, Brenda Peters

MINUTES OF PRECEDING MEETING.....Monday, May 16, 2022

EMPLOYEE RECOGNITION PRESENTATION

- Dale South

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2243 – An Ordinance – Granting to Kansas Fiber Network, LLC, its successors and assigns, a Telecommunications Franchise and prescribing the terms of said grant and relating thereto.

Bill No. 2244 – An Ordinance – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement by and between the City of Winfield, Kansas, and the Rural Fire District No. 7, Cowley County, Kansas, regarding fire protection services.

Bill No. 2245 – A Resolution – Amending the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas.

Bill No. 2246 – A Resolution – Determining the existence of certain nuisances at 101 Minnesota in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2247 – A Resolution – Determining the existence of certain nuisances at 410 Bliss in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2248 – A Resolution – Determining the existence of certain nuisances at 516 E 3rd in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2249 – A Resolution – Determining the existence of certain nuisances at 1118 E 5th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2250 – A Resolution – Determining the existence of certain nuisances at 911 E 5th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2251 – A Resolution – Determining the existence of certain nuisances at 213 E 6th in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2252 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Stone Barn Farm)

OTHER BUSINESS

-Consider Appointments to the Access Advisory Board

-Consider Temporary Liquor application for Exclusive Events, June 30, 2022 at Island Park

ADJOURNMENT

- Next Commission work session 4:00 p.m. Thursday, June 16, 2022.

- Next regular meeting rescheduled for 5:30 p.m. Thursday, June 16, 2022.

- Commission work session for June 30, 2022 rescheduled for 4:00 p.m., Tuesday July 5, 2022 at 123 E 9th Ave, Winfield Chamber of Commerce

-Regular meeting 5:30 p.m. Tuesday, July 05, 2022

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
May 16, 2022

The Board of City Commissioners met in regular session, Monday, May 16, 2022 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioners Brenda K. Butters and Gregory N. Thompson were also present. Also in attendance were Taggart Wall, City Manager; Brenda Peters, City Clerk; and William E. Muret, City. Other staff members present were Robbie DeLong, Police Chief; Patrick Steward, Director of Community Development; and Gus Collins, Director of Utilities.

City Clerk Peters called roll, all Commissioners present.

Commissioner Butters moved that the minutes of the May 2, 2022 meeting be approved accepting a correction of a clerical error. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

PROCLAMATION

-National Gun Violence Awareness Day – June 3, 2022. Mayor Ronald E. Hutto presented a proclamation to Kristin Humphreys and Abby Shull, proclaiming June 3, 2022, as National Gun Violence Awareness Day.

-Police Week – May 15-21, 2022. Mayor Ronald E. Hutto presented a proclamation to Chief DeLong, proclaiming May 15-21, 2022, as Police Week.

PUBLIC HEARING

Mayor Hutto opened a public hearing to consider an application by S&Y Industries for exemption from ad valorem taxation. With no one present to speak, Mayor Hutto closed the public hearing.

BUSINESS FROM THE FLOOR

Angela Shear, 1420 E 6th Ave, appeared before the Commission to ask about a noise reduction fence to shield the HVAC unit located in the library parking lot. She also spoke about the Capper Foundation employees parking in the library parking lot and Rehwinkle Hall parking lot. Lastly, expressed concern over the number of feral cats in the City, and asked if there was something that could be done.

Abby Roach, 705 E 13th Ave, appeared before the Commission to express concern about the population of feral kittens.

NEW BUSINESS

Bill No. 2241 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas, to execute an Agreement Letter of Facility and Equipment Turnback between the City of Winfield, Kansas, and the Winfield Community Council of Women. City Manager Wall explains that this Resolution returns control of the Community Council Room to the City, as well as all the contents in the room. Upon motion by Commissioner Thompson, seconded by

Commissioner Butters, all Commissioners voting aye, Bill No. 2241 was adopted and numbered Resolution No. 3322.

Bill No. 2242 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas, to execute a Fairgrounds Special Event Agreement between the City of Winfield, Kansas, and the Walnut Valley Disc Golf Association. City Manager Wall explains that this is an extension of a current agreement for Walnut Valley Disc Golf Association. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2242 was adopted and numbered Resolution No. 3422.

OTHER BUSINESS

-Consider Administrative Review Committee's recommendation regarding an Economic Development Tax Exemption request from S & Y Industries. City Manager Wall explains S & Y Industries is requesting 10-year tax exemption on an expansion project they are planning. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, the Economic Development Tax Exemption request from S & Y Industries was approved.

-Consider Puller Tensioner pulling unit. Director of Utilities Collins explains that the Sherman+Reilly PT-3000 Puller Tensioner is much safer and more reliable than the 1980's model Reel Truck it will be replacing. Commissioner Butters moved to approve the purchase of the Sherman+Reilly PT-3000 Puller Tensioner for \$172,778.55. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, the motion carried.

-Consider Refuse Truck quotes. Director of Community Development Steward explained the City received three quotes for the same packer body on three different chassis options. Commissioner Thompson moved to approve the purchase of a refuse truck from Elliot Equipment Company in the amount of \$268,266.00. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, the motion carried.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:54 p.m.

Signed and sealed this 2nd day of June 2022.

Signed and approved this 6th day of June 2022.

Brenda Peters, City Clerk

Gregory N. Thompson, Presiding Officer



Clifton Meloan Award

KLEA Clifton Meloan Annual Award

The Kansas Laboratory Education Association's, "Clifton Meloan Award" is presented Annually to associates and constituents of the State of Kansas who, in a given year, are recognized for supporting the mission statement of the KLEA, and for "Extraordinary Service and Dedication to the Association and the Scientific Laboratory Field within the state of Kansas"

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About Clifton F. Meloan

About Clifton E. Meloan



Dr. Clifton E. Meloan, Ph.D., Purdue University 1957, Has taught analytical chemistry at Kansas State University since 1959, During this period, he has authored or co-authored 10 books and more than 80 papers. His research interests include Solvent Extractions, Pesticide Metabolites, Heavy Metals in Foods, Odor analysis, and Forensic Evidence Analysis. Dr. Meloan is currently professor Emeritus, Kansas State University, Department of Chemistry in Manhattan, KS

Award Winners

Dale South

2022

Pace Analytical Services

2019

Anka Jucan

2018

- 2017 – Sean Hadley & Mike Russell
- 2016 – Katy Gondring
- 2015 – Scott Ward
- 2014– Haynes Equipment
- 2013 – DeWayne McAllister

- 2011 – Tony Holt
- 2010 – Kim Johnson
- 2009 – Charles Klingler
- 2008 – Kevin Menning
- 2007 – Scott Craig

- 2006 – Michael Bader
- 2005 – Peggy Pearman
- 2004 – Carolyn Woodhead
- 2003 – Rod Philo
- 2002 – Kathy Windham
- 2001 – Robert Nichols

- 2000 – Jack McKenzie & Aurora Shields
- 1999 – Richard Strecker
- 1998 – Dr. Steve Galitzer
- 1997 – Steve DeHart
- 1996 – Dr. Clifton Meloan



Request for Commission Action

Date: June 2, 2022

Requestor: Jerred Schmidt, Director of Information Systems

Action Requested: Consider entering into a franchise agreement with Kansas Fiber Network, LLC for the installation of fiber optic facilities within the public right-of-way.

Analysis: Kansas Fiber Network, LCC has requested a franchise agreement from the City of Winfield to provide network services to US Cellular small cell sites at 8 locations spread out across the City and possibly provide dark fiber services for the City of Winfield. In order to operate utilities within the City's rights-of-ways, a franchise agreement is required. This specifies the responsibilities of the vendor for operating and maintaining their infrastructure. The fees they pay to the city are essentially established by state statute and must be equitable for all carriers.

Fiscal Impact: 5% Franchise fees for all gross revenues and a one-time right-of-way infrastructure permit fee of \$2.00 per linear foot.

Staff Recommendation: Sign and approve the franchise agreement with Kansas Fiber Network, LLC

Attachments: Proposed Franchise Agreement

BILL NO. 2243

ORDINANCE NO. 4182

AN ORDINANCE GRANTING to Kansas Fiber Network, LLC, its successors and assigns, a Telecommunications Franchise and prescribing the terms of said grant and relating thereto.

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

This Franchise Agreement ("Agreement") is entered into as of ("Effective Date") by and between the City of Winfield, a municipal corporation (the "City"), and Kansas Fiber Network, LLC (the "Grantee").

RECITALS

A. Grantee is authorized by the Kansas Corporation Commission (hereinafter "KCC") to provide telecommunications service in the state of Kansas. Such telecommunications service facilities are in public rights-of-way (hereinafter "ROW"), among other locations, in the State of Kansas.

B. Grantee seeks to enter the City of Winfield's (the "City") ROW, and other real property of the City, to install, maintain and operate telecommunications service Facilities (the "Network"), so that Grantee and/or its customers (the "Customers") may provide data and telecommunications services to the enterprises, residents and visitors of the City and others (the "Services").

C. Some features of the Network include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber hand holes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process ("Facility" or "Facilities").

D. Certain systems of Grantee's customers which are specific parts or types of the Facilities, a Small Cell Facility as defined in K.S.A. 66-2019, may be located on streetlights, stand-alone poles, and other structures located on or within the Public ROW or City owned property as permitted under this Agreement and will be connected to underground and above ground fiber optic cable, fiber hand holes and enclosures, fiber repeaters, and related equipment.

E. Grantee desires to obtain from City as permitted by law, and City is willing to grant Grantee as required by law, the right to access the Public ROW to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities in a manner consistent with this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

SECTION 1 INSTALLATION OF THE NETWORK

1.1 Permitted Installation. Grantee may at Grantee's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. Grantee shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 Installation Specifications. The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the City and after obtaining all necessary permits for all work in the ROW and/or on City property. Such approval review shall be made no later than forty-five (45) days from application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within Public ROW. Such additional easements shall be located so as not to interfere with the City's use of its property. For each installation of Facilities, Grantee shall provide to the City plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than ninety (90) days prior to the planned start of the installation. Grantee shall, at the written request of the City, attend a planning session regarding an installation proposed by Grantee. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the city shall not release Grantee from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. Grantee shall be responsible for notifying the city and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits as may be necessary. Grantee shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

112 Temporary Construction. The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld, conditioned or delayed.

113 Construction Schedule. If requested by the City, at least ten (10) days prior to the installation of the Facilities, Grantee shall deliver to the City a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of Grantee's authorized by Grantee to access the City ROW and City owned property on Grantee's behalf.

114 Coordination of Work. Grantee shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the City's ROW. Grantee shall be the City's point of contact and all communications shall be through Grantee. Grantee shall be solely responsible for communicating with KansasOne-Call.

115 Inspection by City. The City shall have commercially reasonable access to inspect any work conducted by Grantee during the installation, maintenance and/or repairs of the Facilities.

116 Other Utility Providers. When necessary, Grantee shall coordinate with other utility providers for other needed utility services. Grantee and the City will reasonably cooperate with the other utility providers regarding the location of any meter, pole, and other apparatuses required for each Site.

117 Existing Utility Poles. Grantee may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the City's police powers, and in no instance shall Grantee erect a new pole within an existing aerial pole line absent the City's prior authorization.

12 Compliance with Laws. This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

12.1 Permits. Grantee shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, as required by the Code or State Law at K.S.A. 17-1902(N), as amended.

1.3.3 Compliance with Permits. All work within the City's ROW or other real property of the City shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

1.3.4 Fee Increases. If prior to the second anniversary of the date hereof, the City increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then Grantee will pay to the City the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefore by the City.

1.4 Placement of Grantee Facilities. Grantee shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City Engineer.

1.5 New Streetlight Poles and Existing Streetlight Poles. It is understood that in connection with Small Cell Facilities, Grantee may build new stand-alone poles approximating the size of the standard street light or utility poles, including ancillary equipment for connection of antennae located on new stand-alone poles to utilities and fiber optic cable, other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws ("New Poles"), provided however, that such new pole will not be erected on a City existing sidewalk or cause damage to a City sidewalk.

1.5.1 City Use of New Poles. The Parties understand and agree that the City may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere with Grantee's use of its Network or Facilities. Grantee shall reasonably cooperate with the City when using the New Poles.

1.5.2 City-Owned Lights. Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3 below, Grantee shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

1.5.3 Damage to New Poles. If a new Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the City may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the right of such imminent threat or harm to persons or property. Grantee shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (30) days after the City's written notice. In the case of emergency or service effecting upon written notice Grantee will repair or replace within two (2) days. The cost to repair

and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by Grantee; provided, however, that if the new Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. T.

1.6 Franchise and Permit Fees. Grantee is solely responsible for the payment of all lawful franchise and permit fees in connection with Grantee's performance under this Agreement.

1.6.1 5% Franchise Fees for all Gross Revenues. In consideration of this Franchise Agreement, Grantee agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues ("Franchise Fee"). "Gross Revenues" means revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; and (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (F) as referenced within this Section 1.6.1. Uncollectable and late charges shall not be included within gross revenues. Grantee shall pay its Franchise Fee on the 15th day of the second month following the month in which the Gross Revenue is received. Notwithstanding the above, to the extent the definition of Gross Revenues is inconsistent with the definition of "Gross Receipts" set forth in KSA 12-2001, the definition of Gross Receipts shall control.

1.6.2 Right-of-Way Infrastructure Permit Fee. A one-time permit and license fee of \$2.00 per linear foot of conduit installed within the Public Right of Way of the City shall be paid to the City by Grantee. Grantee shall pay the Permit Fee the 15th day following the month after each segment is installed within the public ROW.

1.7 Access to the Facilities.

1.7.1 Grantee Access to Facilities for Repair. Grantee will be given reasonable access to each of the Facilities in the City ROW or City owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, Grantee shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities.

Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

1.7.2 **City Observation.** Grantee shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

SECTION 2 TERM AND TERMINATION

2.1 **Term.** This Franchise Agreement shall be effective for an initial term of ten (10) years from the effective date of this ordinance. Thereafter, this franchise will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term; provided, however, if Grantee does not request termination and is operating hereunder and is not in default of its obligations hereunder, then this franchise shall not be terminated and shall continue from year-to-year as provided herein. The additional (term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment.

2.1.1 **90 Day Remedy Period.** If the Agreement is breached by Grantee, then—the provisions of Section 8 (Default) shall govern the parties hereto.

2.2 **Termination of Use.** Notwithstanding Section 2.1 above, Grantee may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, Grantee payment obligations to the City shall terminate simultaneously with the termination of use; provided Grantee removes its equipment and restores the Facilities, as set forth in Section 3, below, prior to the termination date.

SECTION 3 REMOVAL AND RELOCATION

3.1 **Removal due to Public Project.** Upon receipt of a written demand from the City pursuant to this Section 3, Grantee, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by Grantee under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities used as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities or operations; or (c) to protect or preserve the public health and safety. The City shall cooperate with Grantee in

relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows Grantee to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

32 **Removal Due to Termination.** No later than 160 days after termination of this Agreement pursuant to the provisions of this Agreement, Grantee shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property Grantee will restore to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Grantee to the Facility or adjacent property, or as otherwise required by the City. For New Poles, Grantee shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, Grantee shall abandon the Network, or any part thereof, in place and convey it to the City if either the City or Grantee elects to do so.

33 **Abandonment.** In the event that Grantee ceases operations or abandons the Network, or any part thereof, it shall provide the City with written notice of its intent to do so thirty (30) days in advance. In the event Grantee ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, Grantee shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property, Grantee shall also, at its sole cost and expense, restore the Facility or adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Grantee to the Facility or adjacent property. Alternatively, the City may allow Grantee, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

34 **No Relocation Compensation.** The parties understand and agree that neither the City nor Grantee are entitled to compensation for any relocation of its Network that may be required under Section 3.1 Grantee is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

SECTION 4

MAINTENANCE AND REPAIR

4.1 **Electricity Use.** Grantee shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 **Maintenance and Repair.** Grantee shall, at Grantee's sole cost and expense, perform all maintenance and repairs reasonable needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, Grantee shall, at Grantee's sole cost and expense, replace the irreparable part of the Network. Grantee shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit rubbish, garbage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives Grantee written notice of a failure by Grantee to maintain the Facilities, Grantee shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** Grantee shall cooperate with the City on all issues of aesthetics and appearance. Grantee shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of Small Cell Facilities must be aesthetically approved by the City Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** Grantee shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Grantee's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. Grantee shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Grantee's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by Grantee to the City.

SECTION 5 TAXES

5.1 **Taxes.** Grantee agrees that it will be solely responsible for the payment of any and all taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5a01 *et seq.* of the Kansas Revenue and Taxation Code, the City hereby advises, and Grantee recognizes and understands, that Grantee's use of the City's ROW, the New Poles, and/or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that Grantee may be subject to, and responsible for, the payment of real property taxes levied on such interest. Grantee will cooperate with the Cowley County Appraiser in providing any information necessary for the Appraiser to make a property tax determination. Grantee reserves the right to challenge any

such assessment, and the City agrees to cooperate with Grantee in connection with any such challenge.

SECTION 6 INDEMNIFICATION

6.1 **Indemnity.** Grantee shall indemnify, defend, and hold harmless the City, its City commissioners, officers and employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by Grantee pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its commissioners, officers, employees, agents or contractors or any third party. The City shall promptly notify Grantee of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** Grantee waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the negligence or willful misconduct of the City.

6.3 **Limitation of City's Liability.** In no event shall the City be liable for indirect or consequential damages in connection with or arising from this Agreement, or the use of its Poles, and ROW or other City real property.

6.4 **Limitation of Grantee's Liability.** In no event shall Grantee be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other City real property.

SECTION 7 INSURANCE

7.1 **Minimum Insurance Requirements.** Grantee shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** Grantee shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily

injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by Grantee. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combine single-limit per accident for bodily injury and property damage covering any vehicle utilized by Grantee in performing the work covered by this Agreement.

(iii) **Workers' compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) (c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Grantee's insurance coverage shall be primary insurance as respects the Insureds with respect to the indemnification obligations assumed by USCC under this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of Grantee's insurance and shall not contribute with it.

(3) Any failure of Grantee to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(4) Grantee's insurance shall contain a severability of interest provision

(ii) (iii) **All Coverages.** Coverage shall not be canceled or limits reduced below the levels set forth herein except after thirty (30) days' prior written notice has been given to the City. (d) **Acceptance of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-: VII.

(e) **Verification of Coverage.** Grantee shall furnish the City with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(f) **Secondary Parties.** In the event Grantee hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, Grantee shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

SECTION 8 DEFAULT

8.1 Default.

8.1.1 **Defined.** A "Default" shall be deemed to have occurred under this Agreement if a party fails to cure such within ninety (90) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within ninety (90) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2 **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

8.2 **City Termination Right.** In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way; or (ii) if Grantee's licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to Grantee's rights to just compensation, if any, for any taking of a protected property right.

8.3 **No waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matters subsequently occurring.

8.4 **Interest.** If Grantee fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

SECTION 9 INTERFERENCE

9.1 **Non-Interference with Non-Public Safety Communications Systems.** Grantee shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications Grantee may make to the Network.

9.2 **Non-Interference with Public Safety Communications Systems.** Grantee's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 **Correction of Interference.** If such interference with the Facilities described in Sections 9.1 and 9.2 occur, Grantee shall, upon receipt of written notice thereof from City, immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by Grantee to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than ninety (90) days, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of Grantee's Customer(s) remains the responsibility of Grantee. If the interference is an emergency or a danger to public health and safety, the City shall be entitled to require correction in a time period necessary to avoid the emergency or public health and safety issue.

If Grantee determines that other licensee(s) or lessee(s) of the Property is causing harmful interference to Grantee, Grantee shall notify LICENSOR in writing. CITY represents and warrants to Grantee that CITY shall require any other such licensee(s) or lessee(s) to immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference is not corrected to the reasonable satisfaction of Grantee within the cure period set forth for in the CITY's notice, which notice shall not be less than 90 days, such interference shall be deemed a material breach under this Agreement and Grantee may in addition to any other rights that it may have at law or in equity, including injunctive relief and specific performance, terminate this Agreement.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 **Nonexclusive Use.** Grantee acknowledges that this Agreement does not provide Grantee with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities. The parties hereto specifically agree that all such franchises issued to telecommunications providers shall be competitively neutral and not unreasonable or discriminatory in nature.

10.2 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through

first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Winfield
200 East 9th Street
Winfield, KS 67156
Attention: City Manager

Grantee: Kansas Fiber Network, LLC
8201 E 34th St. North Bldg. 1501
Wichita, KS 67226
Attn: President

Such notice shall be deemed made when personally delivered; or mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail, if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.3 Sublease/Assignment. If Grantee assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of Grantee, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) Grantee will provide notice of a transfer within a reasonable time.

10.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successor, assigns and transferees.

10.5 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provisions, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining

provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.7 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the state courts located in Cowley County, Kansas.

10.8 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's and Grantee's liability, attorneys' fees and waiver shall survive termination of this agreement.

10.9 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.10 Drafting. The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.11 Execution in Counterparts. This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.12 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.13 No Warranty by the City. The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

10.14 Agreement Applicable Only to the Facilities. This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

10.15 No Abrogation of Legal Responsibilities. The City's execution of this Agreement shall not abrogate, in any way, Grantee's responsibility to comply with all permitting

requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

10.16 Contractual Interpretation. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

10.17 Effective Date of Ordinance. This Ordinance shall be effective upon its final passage and publication as required by law.

Adopted this 6th day of June 2022.

ATTEST:

(SEAL)

City of Winfield, Kansas

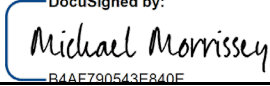
By: _____
Gregory N. Thompson, Presiding Officer

By: _____
Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

Kansas Fiber Network, LLC (Grantee)

By:  _____
Michael Morrissey
VP Engineering & Operations

AN ORDINANCE

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement by and between the City of Winfield, Kansas, and the Rural Fire District No. 7, Cowley County, Kansas, regarding fire protection services.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute an agreement by and between the City of Winfield, Kansas, and the Rural Fire District No. 7, Cowley County, Kansas, regarding fire protection services; a copy of which is attached hereto and made a part hereof.

Section 2. This Ordinance shall be in full force and effect from and after its adoption and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: May 31st, 2022

Requestor: Brad Klein, EMS Coordinator WFD/EMS

Action Requested: Authorize the Mayor and City Clerk to execute an increase of \$50 for ALS and BLS ambulance service fees, \$100 increase for ALS II ambulance fee, initiate a \$100 "treat no transport" fee, and a \$4/loaded mile increase.

Analysis: Since EMS was incumbered by the Winfield Fire Department in July of 2014, the rates for our services have remained the same.

Over the last 8 years, costs associated with maintaining the standard of care have steadily increased. With the ever-improving medical field, our team is required to have updated skills training, assessment training, and pharmacology training to ensure patient care is not hindered. The Kansas State Board of EMS also requires continuing education hours for every EMT and Paramedic to re-certify their licenses. These CE hours improve our technicians' knowledge and understanding of disease processes and/or medical conditions in the emergency setting.

Rescue efforts and trauma services have also evolved as mechanisms of injuries increase, requiring specialized tools and equipment. Medical equipment technology and capacities change as the science and evidence-based research demand more assessment measures to push for better treatments of the patient's complaint or condition. Current equipment vendors increased pricing on April 1st, 2022.

While fuel prices have varied over the last 8 years, they have steadily increased over the last year--making large impacting jumps the last few months. In 2021, EMS transported patients over 10,000 miles. While that may seem like a significant amount, those miles account for less than half of our call volume. Often 911 calls result in patient receiving treatments and or medications to reverse their life-threatening emergencies, and then refuse for treatment or transport, (diabetics). Third party calls, medical alert calls, and concerned citizen calls sometimes result in no patient found on scene by EMS crews.



Request for Commission Action

Fiscal Impact: Increased billing rates and loaded mileage fee can help offset the overall cost of our operations. However, since Medicare and Medicaid only pay a fixed percentage for their patients while private insurance companies choose what services they pay for, there is no way to have a true accurate figure of that potential offset.

An increase in each of our 5 billing tiers would help offset the costs associated with training and equipping the EMT and Paramedics as those rates directly correlate to the medical assessment patients receive given their complaint and/or condition.

These rate increases would also help recoup the cost of medical/trauma supplies used in aiding individuals during their emergency as WFD/EMS does not currently use an itemized supply list for billing.

A mileage rate increase would help with the increasing cost of fuel and vehicle maintenance. KBEMS also has set regulations for fleet maintenance and safety, to include emergency lighting, tire tread wear and patient compartment standards.

Attachments: Rate increase worksheets, 2019 and 2021 Expenses (Med Supplies), Rate comparison to other services with similar call volume.

A RESOLUTION

AMENDING the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas.

WHEREAS, the city provides various services at costs that are not adopted in the Winfield City Code; and,

WHEREAS, costs to provide these services shall be chargeable to the recipient for services provided.

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

SECTION 1. Comprehensive Fee Schedule Adopted by Reference

As set forth in the Code of Ordinances of the City of Winfield, Kansas, attached to and included as part of this resolution by reference, is the City of Winfield, Kansas Comprehensive Fee Schedule

SECTION 2. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

Comprehensive Fee Schedule



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Alcohol / Liquor

A. Alcoholic Liquor/Enhanced CMB

- a. Enhanced Cereal Malt Beverage Retail License
 - i. General Retailer, per each tavern or place selling Enhanced CMB at retail.
Per Calendar Yr.....\$100.00
 - ii. Limited Retailer. Per each place selling only CMB in original unopened
containers, and not for consumption on premises.....\$ 50.00
 - iii. Temporary CMB Retail License per day.\$ 25.00
- b. Temporary Permit for Selling or Serving Alcoholic Liquor per day\$ 25.00
- c. Caterer's License for Selling or Serving Alcoholic Liquor\$100.00
- d. License for Class B Clubs per calendar yr.\$250.00
- e. Drinking Establishment License\$250.00

Animals

A. Animals

a. Keeping Animals

- i. Initial Permit\$50.00
- ii. Renewal Permit\$10.00

b. Dog and Cat Registration Fees

- i. Male or female (neutered).....\$ 10.00
- ii. Male or female (sexed)\$ 20.00
- iii. Late Fee for Registration\$ 1.00

c. Impoundment Fees

- i. Impound fee for each animal\$ 15.00
- ii. Daily boarding fee for each animal.....\$ 10.00

1. A daily boarding fee will be assessed for each day, or portion of a day, the animal is boarded at the City of Winfield animal shelter. In addition, any charges incurred against the impounded animal will be assessed to the owner of said animal.

2. A daily boarding fee will be assessed for each day, or portion of a day, the animal is boarded at the CCHSS.

In addition, any charges incurred against the impounded animal will be assessed to the owner of said animal.

The City of Winfield animal control officer or his designee(s) shall collect all fees and charges assessed by the City of Winfield and shall collect, on behalf of the CCHSS, all fees and charges assessed by CCHSS on the impounded animal before such animal is authorized for release. Such fees collected by the City of Winfield on behalf of the CCHSS shall be paid to CCHSS.

3. The animal control officer or his designee(s) shall have the authority to impound an animal at either the City of Winfield animal shelter or the CCHSS. They shall also have the authority to move an animal from one facility to another, at their discretion.

Aquatic Center

A. Admission

a. Age 0-4	\$ 00.00
b. Age 5-13	\$ 3.00
c. Age 14-61	\$ 4.00
d. Age 62+	\$ 3.00
e. Twilight Rate, Thurs-Fri 5p.m.-7p.m.	\$ 2.00
f. One book of twenty coupons.....	\$ 35.00
g. Five books of twenty coupons.....	\$ 140.00
h. Coupons for entry	
i. Age 5-13.....	1.00
ii. Age 14-61.....	2.00
iii. Age 62+.....	1.00

B. Private Rental

a. Two-hour Pool/Slides (non-peak hours)	\$ 300.00
b. Two-hour Splash-pad rental (non-peak hours).....	\$ 150.00
c. One and One-half-hour Pool/Slides (non-peak hours)	\$ 250.00
d. One and One-half-hour Splash-pad rental (non-peak hours)	\$ 125.00
e. Cabana @ Splash-pad (two hour during open hours)	\$ 50.00

Broadway Recreation Complex

A. Miscellaneous

a. Marking of Football Field (per season).....	\$ 500.00
b. Preparation of Baseball and Softball Field (per application)	\$ 45.00
c. Quick Dry Application (per bag).....	\$ 15.00
d. Lights (per hour).....	\$ 10.00
e. Chalk (per bag).....	\$ 4.00

Buildings/Building Construction

- A. Residential Construction Permit
 - i. Building permit fees for new construction, roofing, additions and remodel.
 - 1. 35% of Table 1A of the Adopted International Building Code
- B. Commercial and Industrial Construction Permit
 - i. Building permit fees for new construction, roofing, additions and remodel.
 - 1. 45% of Table 1A of the Adopted International Building Code
- C. Commercial Plan Review25% of Building Permit
- D. Demolition Permit.....\$.02/Sq. Ft.
- E. Electrical Inspection
 - a. Inspection and approval of temporary construction pole..... \$ 20.00
 - b. Inspection of electric service replacement or upgrade..... \$ 20.00
 - c. New construction, remodel or additions to structures \$.05/Sq. Ft.
 - d. Inspection of additions of circuits, specialty devices or equipment to existing wiring or service \$ 20.00
- F. Plumbing Inspection
 - a. Permit fee for any plumbing procedure or sewer work \$ 20.00
 - i. Plus inspection fee for each fixture in connection therewith.... \$ 4.00
 - 1. Fixtures shall include but not be limited to: sinks, showers, tubs, water closets, urinals, laundry fixtures, dishwashers, hose bibs, etc.
 - b. Other
 - i. Sewer replacement inspection..... \$ 40.00
 - ii. Waterline replacement inspection \$ 10.00
 - iii. Hot water heater replacement inspection \$ 20.00
 - iv. Septic system inspection \$ 30.00
 - c. Mechanical
 - i. New Construction and Installation
 - 1. Permit..... \$ 20.00
 - 2. Installation per appliance..... \$ 4.00
 - a. (Forced air furnace, or air conditioning system, boilers, air handler, evaporating cooling system, unit heaters, ventilation and exhaust systems, incinerators, floor furnace.)
 - 3. Existing appliance replacement \$ 10.00
 - a. (Forced air furnace, or air conditioning system, boilers, air handler, evaporating cooling system, unit heaters, ventilation and exhaust systems, incinerators, floor furnace.)

- d. Fuel Gas Inspection
- i. New Construction and Installation
 - 1. Permit..... \$ 20.00
 - 2. Installation per fuel outlet..... \$ 4.00
 - e. Moving Buildings.....\$ 25.00
 - f. Violation Penalties\$100.00 + Double Building Construction Permit Fee
 - i. Any person who commences construction, alterations, repairs or moving of a building or structure without first obtaining a permit as required by the applicable code
 - g. Contractor Licensing
 - i. A separate business license is not required for contractors engaged in more than one building trade, provided the bonding and insurance requirements are met for all building trades under one business license.
 - ii. Renewal fees are due and payable January 1 and must be paid no later than January 31. Persons not renewing by January 31 shall have their certificate placed on non-renewal status and after the second year of non-renewal status shall be regarded as new applicants for examination and certification by the board.

iii. Business

	Initial	Renewal
Electrical/Plumber/Mechanical	\$200.00	\$100.00
General Contractor	\$400.00	\$200.00
Building/Residential Contractor	\$200.00	\$100.00
Limited Specialty	\$150.00	\$ 75.00

iv. Master Certificate

	Initial	Renewal
Electrical/Plumber/Mechanical	\$100.00	\$ 50.00

v. Journeyman Certificate

	Initial	Renewal
Electrical/Plumber/Mechanical	\$ 60.00	\$ 30.00

Businesses

A. License for Circus or Carnival	\$ 50.00
B. Taxicab Business	\$ 50.00/yr
a. Taxicab Operator	\$ 20.00/yr.
C. Permit for Miscellaneous Sales	\$ 1.00
D. Peddler's License	\$ 50.00
E. Mobile Food Vendor	
a. One week	\$ 25.00
b. One month	\$ 50.00
c. Six months	\$ 200.00
d. Annual	\$ 400.00
F. Tree/Shrub Trimming or Tree/Shrub Removal or Tree/Shrub Treatment	\$ 25.00

Cemetery

A. Cemetery Spaces	
a. Adult	\$ 500.00
b. Child	\$ 200.00
c. Infant	\$ 00.00
d. Cremation Spaces- Cremation Containers	\$ 250.00
B. Opening and Closing Costs	
a. Adult	\$ 500.00
b. Child (8 yrs and younger).....	\$ 200.00
c. Infant (1 yrs and younger)	\$ 00.00
d. Cremation Container 12" X 12" X 12" and smaller.....	\$ 300.00
e. Cremation Container larger than 12" X 12" X 12"	\$ 400.00
f. Remembrance Garden Ossuary (Co-mingling)	\$ 200.00
C. Surcharges	
a. Surcharge for service arriving after 4:00p.m. (weekday).....	\$ 400.00
b. Surcharge for service arriving after 12:00p.m. (Saturday).....	\$ 400.00
c. Surcharge for Saturday	\$ 400.00
D. Disinterment	
a. Disinterment	Double the cost of opening and closing fee
E. Miscellaneous Fees	
a. Monument setting/foundation inspection fee	\$ 50.00
b. Reflag (after five days).....	\$ 50.00
c. Transfer of Interest, per transaction	\$ 50.00
d. Recording fee	\$ 50.00
e. Plaque setting fee- Remembrance Garden Monuments	\$ 50.00
F. Columbarium	
a. Single Niche (east and west sides. Includes engraving and one opening/closing)	
i. Top 2 Rows per Niche	\$ 1000.00
ii. Lower 2 Rows per Niche	\$ 800.00
b. Double Niche (north and south sides. Includes engraving and one opening/closing)	
i. Top 2 Rows per Niche	\$ 1400.00
ii. Lower 2 Rows per Niche	\$ 1200.00
c. Additional Opening/Closing	
i. Second Urn.....	\$ 200.00
d. Surcharges	
i. Surcharge for service arriving after 4:00p.m. (weekday)	\$ 400.00
ii. Surcharge for service arriving after 12:00p.m. (Saturday)	\$ 400.00
iii. Surcharge for Saturday	\$ 400.00

Engineering/GIS

A. Streets, Sidewalks and Other Public Places	
i. Temporary deposit of building materials (plus \$.02/Sq.Ft.).....	\$ 15.00
ii. Pavement cut or street excavation.....	\$ 15.00
iii. Driveway construction	\$ 15.00
B. Use of City Amenities (tables, benches, bleachers, barricades, barrels)	
a. Delivery and/or setup (per load)	\$ 35.00
b. Onsite table or bench set-up (per item, \$10 minimum).....	\$ 2.00
C. Large format (B&W) copies of maps (Bond Paper)	
a. 18 X 24.....	\$ 2.50
b. 24 X 36.....	\$ 4.00
c. 36 X 48.....	\$ 6.00
D. Hard copy color print outs of aerial photos, system maps, etc.	
A per hour set-up fee will be assessed in 15-min increments at \$45.00/hr.	
a. 8.5 X 11 + set-up costs	\$ 2.00
b. 11 X 17 + set-up costs	\$ 3.00
c. 18 X 24 + set-up costs	\$ 15.00
d. 24 X 36 + set-up costs	\$ 30.00
e. 36 X 48 + set-up costs	\$ 60.00
E. Digital maps of aerial photos, system maps, etc.	
A per hour set-up fee will be assessed in 15-min increments at \$45.00/hr.	
a. Formats available JPEG, PDF, TIFF-can be e-mailed or placed on CD	
F. 6" pixel ortho-photography-TIFF format-Each disk covers approximately 1.1-1.3 sq mile	
a. Single Disk (CD).....	\$ 200.00
b. Single Disk (DVD)	\$ 200.00
G. 6" pixel ortho-photography-Mr. SID format- County coverage	
consists of 8 CDs avg 25 sd. miles	
a. Single Disk (CD).....	\$ 300.00
b. Single Disk (DVD)	\$ 300.00

Fairgrounds

A. Daily Camping	
a. Primitive (per day,24 hours).....	\$ 5.00
b. Camping with electrical hookup (per day, 24 hours)	\$ 17.00
c. Groups of 75 or more primitive (per day)	\$ 3.00
d. Groups of 75 or more with electric hookup (per day).....	\$ 12.00
B. Rodeo Arena	
a. Per Day	\$ 30.00
b. Rodeo Arena Lights (Per night)	\$ 50.00
C. Bldg No.1/North End Grandstands (per day)	\$ 100.00
D. Bldg No.2/South End Grandstands (per day)	\$ 50.00
E. Bldg No.1/Restrooms Outside Entrance Only (per day)	\$ 30.00
F. Bldg No.2 South Outside Restrooms Only (per day)	\$ 30.00
G. Bldg No.4/North Exhibit Bldg (per day)	\$ 100.00
H. Bldg No.5/Wash Rack (per day)	\$ 30.00
I. Bldg No.6/4-H Arena (per day)	\$ 30.00
J. Bldg No.7/Hog Shelter (per day)	\$ 30.00
K. Bldg No.8/ South Exhibit Bldg (per day)	\$ 30.00
L. Bldg No.9/Cattle Wash Rack (per day)	\$ 30.00
M. Bldg No.10 Open Barn (per day).....	\$ 30.00

Except for special events, any individual or group reserving any Winfield Fairground facility shall be assessed for the privilege of using said facility a general use fee according to the area or facility reserved. Formal or informal not-for-profit organizations whose purpose and activities are a service to the citizens of Winfield/Cowley County without restriction of membership and/or participation shall be assessed at a rate of 50 percent of the listed fees, except for camping and rodeo arena use.

General Government

A. Administration

a. Inspection of Public Records

- i. Minimum Charge Per Request\$ 6.00
- ii. Per hour/Per employee\$ 12.00

b. Copying of Public Records

- i. Per page.....\$ 00.25
- ii. Second Premises License Fee.....½ of Original Fee

B. Court Costs

- a. Court Costs.....\$ 96.50

C. Nuisance Abatement Fees

Each case shall be assessed an administrative fee plus the actual cost of cleanup.

- a. Admin fee assessed to all cases\$ 100.00
- b. First occurrence in calendar year\$ 50.00
- c. Second occurrence in calendar year.....\$ 75.00
- d. Any additional occurrence in calendar year.....\$ 100.00

D. Condemnation

- a. Admin fee plus actual cost of cleanup\$ 100.00

E. Oil and Gas Drilling

- a. Oil or gas well drilling permit.....\$ 500.00

F. Historical Performances Using Firearms and Cannons\$ 50.00

G. Agreed Upon Work, Collections for Utility Work

- a. Costs for labor, equipment usage, and materials not prescribed in previous sections will be provided in a written estimate by the City and agreed upon by the customer before work is initiated.
- b. Any utility related services may be applied to monthly utility bills and any methods of collection used for utility bill collection may also be used for collection of these services.

H. Labor, Equipment, Materials and Taxes

- a. All Labor expense shall be charged at the employee hourly pay rate for the actual hours worked, including overtime rates of pay, if applicable. The total labor cost shall be increased 45% to cover all fringe benefit costs.
- b. All city equipment usage shall be charged out at hourly rates prescribed in the “Department of Homeland Security FEMA Schedule of Equipment Rates”. These rates are updated periodically by the federal agency.
- c. All materials purchased from the city warehouse inventories shall be charged out at the cost of the materials (average costing) plus 20% for warehousing and handling. Materials purchased from third party vendors shall be charged out at cost.
- d. Applicable taxes shall be in addition to all charges. Costs associated with any specifications beyond standard trench excavation, such as additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in Section 1 above.

Municipal Golf Course

A. Annual Season Pass

Annual season passes will be offered the option of paying monthly (with two months paid initially), quarterly, semi-annually, or annually. Cancellations will be charged a service fee worth two months of the annual price. Passes are good for one year from the date of purchase. Fees do not include tax when applicable.

a. Monday thru Sunday green, ½ car, unlimited range

i. Individual adult (age 18-61).....	\$ 1,575.00
ii. Individual senior (age 62+).....	\$ 1,360.00
iii. Couple	\$ 1,775.00
iv. Family (spouses and all dependents under age 18).....	\$ 2,045.00
v. Individual junior (valid college id or under 18).....	\$ 845.00
vi. Individual active military (valid id)	\$ 845.00

b. Monday thru Friday green, ½ car, unlimited range

i. Individual adult (age 18-61).....	\$ 1,260.00
ii. Individual senior (age 62+).....	\$ 1,113.00
iii. Daily fee discount (afternoon only on Saturday, Sunday and all holidays) (per round).....	\$ 10.00

c. Monday thru Friday green, unlimited range

i. Individual adult (age 18-61).....	\$ 735.00
ii. Individual senior (age 62+).....	\$ 630.00
iii. Individual junior (valid college id or under 18).....	\$ 420.00
iv. Individual active military (valid id)	\$ 420.00
v. Daily fee discount (afternoon only on Saturday, Sunday and all holidays) (per round).....	\$ 10.00
vi. ½ cart use/trail.....	\$ 11.55

B. Daily Green Fees

Daily green fees include ½ cart and a warmup bucket of balls per round. City Manager or designee may employ dynamic pricing to amend daily rates in real time +/- 25%

a. Monday—Friday (excl. holidays) 18-holes.....	\$ 35.50
b. Monday—Friday (excl. holidays) 18-holes, senior (age 62 +)	\$ 32.50
c. Monday—Friday (excl. holidays) 18-holes, junior (under age 18 or valid college ID)	\$ 25.50
d. Monday—Friday (excl. holidays) 18-holes, active military (valid ID)	\$ 25.50
e. Monday—Friday (excl. holidays) twilight.....	\$ 25.50
f. Monday—Friday (excl. holidays) 9-holes.....	\$ 25.50
g. Saturday, Sunday, Holiday 18-holes	\$ 47.00
h. Saturday, Sunday, Holiday 18-holes, senior (age 62+).....	\$ 39.00
i. Saturday, Sunday, Holiday 18-holes ,Twilight	\$ 37.00
j. Saturday, Sunday, Holiday 9-holes (P.M.).....	\$ 37.00

C. Walking Daily Green fees.

Daily green fees a warm up bucket of balls per round. City Manager or designee may employ dynamic pricing to amend daily rates in real time +/- 25%

a. Monday-Friday 18-holes (excl. holidays)	\$ 23.75
b. Monday-Friday 18-holes (excl. holidays), senior (age 62+)	\$ 20.75
c. Monday-Friday 18-holes (excl. holidays), junior (valid college id or under 18)	\$ 13.75
d. Monday-Friday 18-holes (excl. holidays), active military (valid id)	\$ 13.75
e. Monday-Friday 18-holes (excl. holidays), Twilight	\$ 13.75
f. Monday-Friday 9-holes (excl. holidays)	\$ 13.75
g. Saturday-Sunday 18-holes (excl. holidays)	\$ 35.25
h. Saturday-Sunday 18-holes (excl. holidays), senior (age 62+)	\$ 27.25
i. Saturday-Sunday 18-holes (excl. holidays), Twilight	\$ 25.25
j. Saturday-Sunday 9-holes (excl. holidays)	\$ 25.25
D. Prepaid Daily Green Fees	
a. 10 rounds (18-holes)	\$ 225.75
b. 10 rounds (18-holes—Junior)	\$ 152.25
E. Prepaid Daily Green Fees, ½ golf car rental fees, warmup golf range ball fees:	
a. 10 rounds (18-holes)	\$ 300.00
b. 10 rounds (18-holes) senior	\$ 250.00
c. 10 rounds weekend surcharge	\$ 10.00
F. Driving Range	
a. Monday—Sunday: Bucket (approx. 55 practice golf balls)	\$ 8.00
b. Pre-paid driving range balls, 6 buckets	\$ 40.00

Parks

- a. Island Park
 - i. Performance Stage
 - 1. Outdoor Community Event Application for Performance Stage included by reference.

Planning/Zoning

B. Copies of bound documents

a. Comprehensive Plan.....	\$ 25.00
b. Land Subdivision Rules and Regulations	\$ 25.00
c. Zoning Ordinance Book	\$ 35.00
d. Construction Site BMP Manual.....	\$ 30.00
e. Post Construction BMP Manual	\$ 40.00

C. Zoning/Subdivision Fees

a. Conditional Use.....	\$ 250.00
b. Application for Variance	\$ 150.00
c. Change of Zoning Request	\$ 250.00
d. Planned Unit Development +\$5/lot	\$ 250.00
e. Plat +\$5/lot.....	\$ 250.00
f. Lot Split.....	\$ 100.00
g. Application for vacation of street/alley	\$ 200.00
h. Temporary Use Application	\$ 100.00
i. Temporary Use Renewal- same calendar year.....	\$ 40.00

Police/Fire/EMS

A. Police accident or incident report	\$ 10.00
B. Driver's License Check.....	\$ 15.00
C. Finger printing	\$ 15.00
D. Background check.....	\$ 20.00
E. Criminal History	\$ 15.00
F. Video, DVD, CD, audio (15 min increments)	\$ 45.00/hr
G. Photo CD.....	\$ 10.00
H. False Alarm (4 th and subsequent call within 30 days)	\$ 100.00
I. Outside Employment (minimum 1 hour, 15 min increments thereafter(.....	\$ 36.00/hr
J. Fire incident report.....	\$ 10.00
K. Fire investigation report.....	\$ 20.00
L. EMS report.....	\$ 10.00
M. EMS ALS Emergent	\$ 925.00
N. EMS ALS Non-Emergent	\$ 850.00
O. EMS BLS Emergent	\$ 825.00
P. EMS BLS Non-Emergent	\$ 775.00
Q. EMS Mileage (per mi.)	\$ 22.00
R. Treat-No-Transport Fee.....	\$ 100.00

Winfield City Lake

A. Annual fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 15.00	\$ 25.00
Sailboats and sailboards	20.00	35.00
Powered Boat fees:		
Under 10 hp	20.00	35.00
10 hp and under 40hp	25.00	45.00
40hp and over	35.00	65.00
Personal watercraft	35.00	65.00
Storage	300.00	300.00
B. Daily Fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 2.00	\$ 4.00
Sailboats and sailboards	5.00	10.00
Power boat fees:		
Under 10 hp	5.00	10.00
10 hp and under 40hp	5.00	10.00
40hp and over	5.00	10.00
Personal watercraft	5.00	10.00
C. Recreational License Fees:	Resident	Nonresident
Recreational License, 24 hours	\$ 5.00	\$ 5.00
Recreational License, annual	25.00	35.00
Additional vehicle permit	10.00	10.00
D. Camping Fees:	Resident	Nonresident
Primitive Camping	\$ 5.00	\$ 5.00
Zone 25, 26, 3E... Electric, water and sewer hookup with license, including any camper or recreational vehicle parked within 100 feet of the camper pads	22.00	22.00
Electric hookup with license, including any camper or recreational vehicle parked within 100 feet of hookup	17.00	17.00
Group camping; 10 units of a chartered Organization (camping pad only). Per day, which includes daily recreational license and hookup	12.00	12.00

Utility Customer Service

A. Connection

a. Deposit

- i. Residential (new customers or those who reach 3 missed payments within 12 month period)\$ 250.00
- ii. Commercial (new customers or those who reach 3 missed payments within 12 month period)\$ 500.00

b. Service connection (min. one day notice)\$ 25.00

c. Same day connection.....\$ 75.00

d. After hours connection\$ 75.00

e. Disconnect or reconnect during working hours (per trip)\$ 25.00

f. Disconnect or reconnect after hours, weekends, holidays.....\$ 75.00

B. Bulk Water

a. Service fee for special meter install on fire hydrant.....\$ 15.00

C. Landlords

a. Rollover fee for landlord properties (each instance).....\$ 10.00

Electric Utility Service Fees

D. Meter testing (per meter)	\$ 50.00
E. Temporary meter	\$ 50.00
F. Overhead extensions less than or equal to 3 poles	
a. Single Phase (per pole).....	\$ 450.00
b. Three Phase (per pole).....	\$ 600.00
G. Overhead extensions greater than 3 poles	
a. Actual costs per General Government Schedule	
H. Meter Settings	
a. 100A pole mount	\$ 200.00
b. 200A pole mount	\$ 350.00
I. Underground extensions less than or equal to 250ft.	
a. Extensions less than 600 volt (customer installs conduit, per ft.)	\$ 5.00
b. Extensions less than 200 amp (per ft.)	\$ 8.00
c. Extensions greater than 200 amp	
i. Actual costs per General Government Schedule	
J. Underground extensions greater than or equal to 250ft.	
a. Actual costs per General Government Schedule	
K. Non typical installation	
a. Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government Schedule.	
L. Area Lighting	
a. Luminaire installation.....	\$ 50.00
b. Pole installation (per pole)	\$ 250.00
M. Radio Read Meter	\$ 35.00

Natural Gas Utility Service Fees

A. Meter testing (per meter)	\$ 50.00
B. Gas Main extensions	
a. Inside city limits	\$ 8.00
b. Outside city limits	\$ 10.00
c. If rock is encountered	\$ 12.00
C. New service lines	
a. Up to 150 ft (per service).	\$ 750.00
b. Over 150 ft.	
i. Actual costs per General Government Schedule	
D. Radio Read Meter	\$ 55.00
E. Non typical installation	
Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government	

Wastewater Utility Service Fees

A. Tap and inspection	
a. 6" and smaller.....	\$ 350.00
b. Over 6"	
i. Actual costs per General Government Schedule	
B. All other inspections	\$ 40.00
C. Shoring (as determined by City)	\$ 150.00

Water Utility Service Fees

- A. Meter testing (per meter)\$ 50.00
- B. Water Main extensions
 - a. Actual costs per General Government Schedule
- C. Meter installation
 - a. 1" and smaller.....\$ 750.00
 - b. Commercial/Industrial meters and all meters larger than 1"
 - i. Actual costs per General Government Schedule
- D. Radio Read Meter\$ 140.00
- E. Non typical installation
Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government

Regulatory and Index of Changes

A. Regulatory

- a. This schedule may be amended from time to time by resolution approved by the Governing Body. Other fees may be approved as stand-alone documents, agreements or arrangements with specific parties—not included herein.

B. Index of Changes

Date	Chapter, Section	Application	Description	Resolution No.
01/01/2020	Water Utility	Meter testing (per meter)	Increase to \$6	EXAMPLE
02/15/2021	Aquatic Center	Coupon Rates, Rentals	Adjusted to \$29, 116	Bill No. 2118
02/15/2021	Aquatic Center	Twilight Rate	Added new rate	Bill No. 2118
02/15/2021	Parks	Island Park Performance Stage	Added new rental fees	Bill No. 2118
12/20/2021	Water Utility	Meter Installation	Added Commercial/Industrial to all meters over 1”	Bill No. 21135
12/20/2021	Aquatic Center	Admission, Coupon Rates	Adjusted admission to \$3 for 5-13, \$4 for 14- 61 and \$3 for 62+, adjusted coupons books to \$35, \$140	Bill No. 21135
12/20/2021	Municipal Golf Course	Rack Rates	Increased various fees. No change to Annual Passholders	Bill No. 21135
12/20/2021	Winfield City Lake	Camping, Storage Fees	Increased Camping fees in Zones 25, 26, 3e and added storage fees.	Bill No. 21135
6/6/2022	Cemetery	Disinterment	Flat fee for any disinterment	
6/6/2022	Police/Fire/EMS	Transport Fees	Increase ambulance fees BLS-ALS. Added treat-no-transport fee	

<u>Type of Run</u>	<u>2021 Actual Rates</u>	<u>Option 1</u>	<u>Option 2</u>
BLS Non-Emergent	\$29,725	\$30,750	\$31,775
BLS Emergent	\$315,000	\$336,000	\$346,500
ALS Non-Emergent	\$25,500	\$24,750	\$25,500
ALS Emergent	\$801,550	\$825,125	\$872,275
Milage	\$186,354	\$227,766	\$227,766
Total	\$1,358,129	\$1,444,391	\$1,503,816

Increase of
\$86,262

Increase of
\$145,687

2021 Actual	
BLS Non-Emergent	\$725
BLS Emergent	\$750
ALS Non-Emergent	\$800
ALS Emergent	\$850
Total Milage	10,353

Option 1	
BLS Non-Emergent	\$750
BLS Emergent	\$800
ALS Non-Emergent	\$825
ALS Emergent	\$875
Total Milage	10,353

Option 2	
BLS Non-Emergent	\$775
BLS Emergent	\$825
ALS Non-Emergent	\$850
ALS Emergent	\$925
Total Milage	10,353

	# of Calls
BLS Non-Emergent	41
BLS Emergent	420
ALS Non-Emergent	30
ALS Emergent	943

Milage Multiplier	22
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Request for Commission Action

Date: June 6, 2022

Requestor: Josh Wallace, Environmental Inspector

Action Requested: Seeking consideration for the approval of Nuisance Resolutions determining the existence of a nuisance at:

101 Minnesota: wood, appliances, scrap metal and debris.

410 Bliss: trash and debris.

516 E 3rd: trash, furniture and debris.

1118 E 5th: trash, furniture and debris.

911 E 5th: appliances, debris, clothing and tires.

213 E 6th: furniture limbs and debris.

Analysis: The owners and tenants of all properties listed were sent notification via certified letter.

Fiscal Impact: Unknown fiscal impact at this time. Once approved, a contractor will be assigned to remove the nuisances and the owners will be billed for the cost of the removal as well as an administrative fee of \$100.

Attachments:

Nuisance Resolution - 101 Minnesota - 2 Photos

Nuisance Resolution - 410 Bliss- 2 Photos

Nuisance Resolution - 516 E 3rd - 2 Photos

Nuisance Resolution - 1118 E 5th - 2 Photos

Nuisance Resolution - 911 E 5th - 2 Photos

Nuisance Resolution - 213 E 6th - 2 Photos

Request for Commission Action

101 Minnesota #1-2



Request for Commission Action



Request for Commission Action



Request for Commission Action



May 25, 2022 9:43:00 AM
1123 Lynn Avenue
Winfield
Cowley County
Kansas



May 25, 2022 9:43:04 AM
1123 Lynn Avenue
Winfield
Cowley County
Kansas

Request for Commission Action



Request for Commission Action



A RESOLUTION

DETERMINING the existence of certain nuisances at **101 Minnesota** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 1st day of March 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: GOLIGHTLEY, JOSHUA L
15140 US 77
Winfield, KS 67156

Occupant: DUGAN, DAVID B
Property Address: 101 Minnesota
Legal Description: HIGHLAND PARK, BLOCK 25, Lot 6

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

ATTEST:

Gregory N. Thompson, Presiding Officer

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **410 Bliss** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 5th day of April 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner:	BROOKS, MARGARET J BROOKS, MICHAEL A 14226 91st Rd Winfield, KS 67156
Occupant:	BROOKS, JANIE
Property Address:	410 Bliss
Legal Description:	GILBERT ADD, BLOCK 204, Lot 5 - 6
Nature of Nuisance:	A nuisance consisting of a large accumulation of trash and debris in porch creating an unsightly appearance and/or harborage for vermin.
Disposition of Items:	Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **516 E 3rd** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 5th day of May 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: BAUCOM, CLAYTON
1222 John
Winfield, KS 67156

Occupant: VACANT
Property Address: 516 E 3RD
Legal Description: ANDREWS ADD, BLOCK 201, Lot 8

Nature of Nuisance: A nuisance consisting of a large accumulation of trash, furniture and debris in side yard and on the porch creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **1118 E 5th** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 22nd day of February 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: BRANKEL,RALPH D & DONNA K REV TRUST
1118 E 5th
Winfield, KS 67156

Occupant: VACANT
Property Address: 1118 E 5th
Legal Description: JEWETT'S ADD, Lot 11

Nature of Nuisance: A nuisance consisting of a large accumulation of trash, furniture and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **911 E 5th** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 22nd day of February 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: MONTGOMERY, KATHY
911 E 5th
Winfield, KS 67156

Occupant: MONTGOMERY, KATHY
Property Address: 911 E 5th
Legal Description: Thompson's Third Add, Block 285, W30 LT 5 & E25 LT 6

Nature of Nuisance: A nuisance consisting of a large accumulation of appliances, debris, clothing and tires in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw

A RESOLUTION

DETERMINING the existence of certain nuisances at **213 E 6th** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 9th day of March 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: APOSTOLIC CHURCH OF MICRONESIA
1511 John St
Winfield, KS 67156

Occupant: APOSTOLIC CHURCH
Property Address: 213 E 6th
Legal Description: WINFIELD, TOWNSITE OF, BLOCK 146, Lot 3

Nature of Nuisance: A nuisance consisting of a large accumulation of furniture, limbs, and debris in front yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / jw



Request for Commission Action

Date: June 02, 2022

Requestor: Taggart Wall, City Manager

Action Requested: June 6, 2022, Commission Agenda-Consider Outdoor Community Event & Temporary Entertainment District application from Stone Barn Farm (Hairball Concert)

Analysis: Stone Barn Farm requests a the use of the Island Park Performance Stage venue for the Hairball concert, 9:00a.m. to 11:59p.m. , on June 30, 2022. The application requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage during the event. Stone Barn Farm has enlisted and contracted with Xclusive Event Svc, a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division. The same is not a caterer licensed by the City of Winfield, thus a separate Temporary Alcohol Permit is required.

Fiscal Impact: Performance stage fees of 5% of gate, plus certain commodities will apply. The tourism impact is positive for the community.

Attachments: Proposed Resolution, OCE & TED Application



Outdoor Community Event and Temporary Entertainment District Application

Applications and any applicable fees must be submitted to:
Winfield City Office | 200 E. 9th Avenue | Winfield, KS 67156
620-221-5520 or (Fax) 620-221-5593 or events@winfieldks.org

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

APPLICANT INFORMATION

Organization:

Contact Name:

Email:

Telephone:

Address:

City/State/Zip:

EVENT INFORMATION

Event Title:

Event Date:

Event Type:

Event Time (setup & teardown):

Public Property Needed:

Street Closure Requested? **Yes** ☐ or No ☐

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 9th Avenue)? Yes ☐ or No ☐ *if yes, attach copy*

Date(s)/Time of Street Closures *(or attached information)*:

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.

Emergency Services Requested: Police ☐ Fire ☐ EMS ☐

If you would like to speak with a department representative regarding having a member/s of one of the above-mentioned Emergency Service Departments, please contact the member mentioned below. Please note, that if the request is accepted, there are potential fees that may be assessed to your event for this coverage.

Winfield Police Department: Captain Chad Gordon (620) 221-5540

Winfield Fire/EMS Department: Fire Chief Vincent Warren (620) 221-5560

Will admission be charged? Yes ☐ or No ☐

Is this event a fundraiser? Yes ☐ or No ☐

Estimated Attendance: *(maximum)*:

Number of participants in previous years:

Please provide fliers, brochures, or website/Facebook posts describing the event.



Outdoor Community Event and Temporary Entertainment District Application

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 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.

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 ☐ 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:

Email:

Telephone:

Address:

City/State/Zip:

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 ☐ or No ☐ If yes, complete the following

Who is Providing the Food and/or Drink?

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 ☐ or No ☐

On-Site Supervisor Name:

Email:

Telephone:

Address:

City/State/Zip:



Outdoor Community Event and Temporary Entertainment District Application

I, _____, the above named applicant, have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Winfield. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Winfield and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Shannon Martin

Signature of Event Applicant

5/12/22

Date

APPLICATION APPROVAL

Winfield City Manager

Date

Certificate of Insurance

32178

Issue Date: 5/12/2022

PRODUCER
Professional Program Insurance Brokerage
1304 Southpoint Blvd., Suite 101
Petaluma, CA 94954

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Hairball Productions LLC
3751 Culver Ct.
Faribault, MN 55021

INSURER A: Underwriter's at Lloyd's, London

INSURER B:

INSURER C:

INSURER D:

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/22-0016	2/11/2022	2/11/2023	EACH ACCIDENT	\$2,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

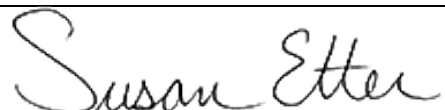
Certificate holder is additional insured as respects the following:

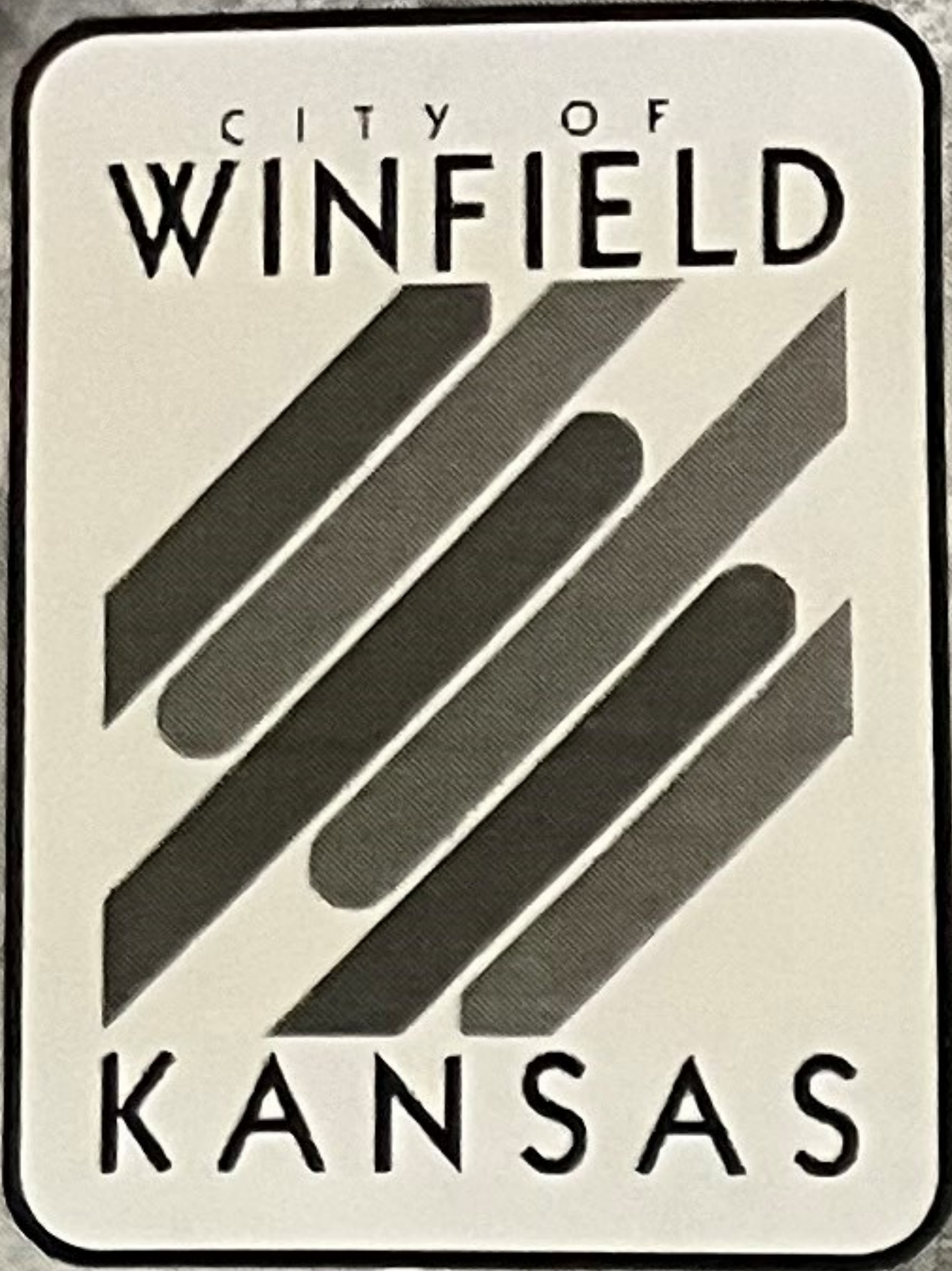
Date(s) of Display:	6/30/2022
Location:	Island Park 200 Main St Winfield, KS 67156
Additional Insured:	Michael L Hylton (P O Box 123 Newton, Ks. 67114) Stone Barn Farm (20438 K15 Hwy Dexter, Ks 67038)
Rain Date(s):	
Type of Display:	SPFX Fireworks Display

CERTIFICATE HOLDER

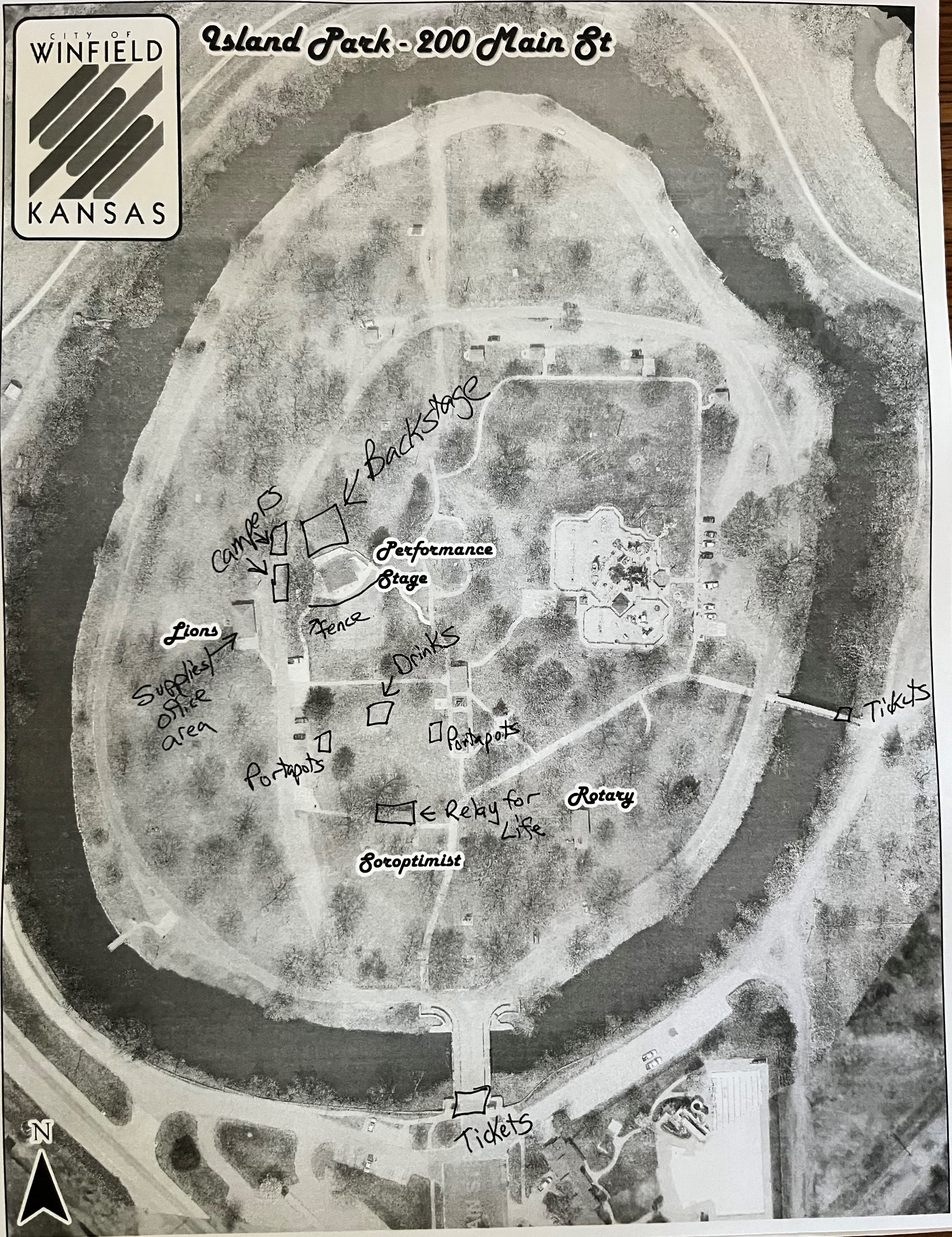
Michael L. Hylton
P O Box 123
Newton, Ks. 67114

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE



Island Park - 200 Main St





WINFIELD FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Chad Mayberry

Fire Marshal

817 Fuller Street

Winfield, Kansas 67156

Phone (620) 221-5560

Cell (620) 222-7088

Fax (620) 221-5563

cmayberry@winfieldks.org

Fireworks Display Permit

I Kevin J. Connelly hereby apply for permission to discharge fireworks within the City of Winfield, Kansas during the lawful season of 2022; and agree to comply with all ordinance of said City relative thereto.

Name of Permittee: Kevin J. Connelly

Address of Permittee: 834 S. Eastmoor

Location for Fireworks Display: Island Park

Owner of Property: City of Winfield

Date and Time of Display: Thursday June 30, 2022 8pm-10pm
(approx)

☐ Permittee has provided the WFD with the required information requested on the Pre-Display Guideline Checklist.

Special Instructions: Product designed for indoor use and
covered under NFPA 160 and 1126

Effective upon being approved and signed by the Winfield Fire Chief or Winfield Fire Marshal.

Permit is Approved / Disapproved this ____ day of _____, 20____.

Permittee Signature: _____

Fire Chief or Fire Marshal Signature: _____



**Winfield Fire Department
Professional Fireworks Display
NFPA 1123 Site Inspection Checklist**



Winfield Fire Department
Pre-Display Guidelines
For
Firework Technicians

- ☐ Conduct an on-site pre-display safety briefing by fireworks technician with designated helpers.
- ☐ ALL non-essential persons and vehicles shall be removed from display site prior to ignition of fireworks. Only key personnel are permitted within hot zone.
- ☐ Provide Winfield Fire Department with two-way communication device to have direct communication with display operator during fireworks display.
- ☐ Provide approved placard on storage trailer when transporting or storing fireworks within Winfield City limits or Winfield City Lake.
- ☐ Provide Site Map of fireworks display area to the Winfield Fire Marshal at least one week prior to event.
- ☐ Provide the Winfield Fire Marshal with a current copy of your Kansas State Fire Marshal's Public Display Operators License at least one week prior to event.
- ☐ Provide a list of names of helpers on-site to the Winfield Fire Marshal at least one week prior to event.
- ☐ Before a permit is issued, the permittee is to secure and maintain, for the special event a commercial general liability insurance program on an occurrence form with limits not less than \$1,000,000 Each Occurrence and \$1,000,000 Products & Completed Operations Aggregate. The City of Winfield, by receipt of a Certificate of Insurance filed with the City Clerk prior to event, is to be an additional insured in respect to the legal liability of the City for Bodily Injury and Property Damage caused by the operation of the named insured in the connection with the firing of the fireworks display by the named insured (the permittee) or the named insureds employees. The permittee shall also confirm on a Certificate of Insurance that Statutory worker's compensation benefits are maintained.

As a permittee, by accepting the permit, agrees that the permittee will save and hold the City of Winfield harmless from any and all losses sustained by the permittee on account of any suit, judgment, execution, claim or damage of any kind whatsoever, resulting from the activities involved in this special event. The permittee shall also save and hold City harmless and indemnify City from any and all losses sustained by the City by reason of issuing this permit.

- ☐ Contact the Winfield Fire Marshal to Schedule a Site Inspection with the above-required information one week prior to event.

Permittee Signature

[Handwritten Signature] *May 31, 2022*

Fire Marshal/Fire
Chief _____

Date _____

Should you have any questions please contact the Winfield Fire Marshal's Office at 620-221-5560.

Certificate of Insurance

32414

Issue Date: 5/31/2022

PRODUCER
Professional Program Insurance Brokerage
1304 Southpoint Blvd., Suite 101
Petaluma, CA 94954

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Hairball Productions LLC
3751 Culver Ct.
Faribault, MN 55021

INSURER A: Underwriter's at Lloyd's, London

INSURER B:

INSURER C:

INSURER D:

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/22-0016	2/11/2022	2/11/2023	EACH ACCIDENT	\$2,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder is additional insured as respects the following:

Date(s) of Display:	6/30/2022
Location:	Island Park 200 Main St Winfield, KS 67156
Additional Insured:	Michael L Hylton (PO Box 123 Newton, Ks. 67114) Stone Barn Farm (20438 K15 Hwy Dexter, Ks 67038) City of Winfield (200 E. 9th Ave. Winfield, KS 67156)
Rain Date(s):	
Type of Display:	SPFX Fireworks Display

CERTIFICATE HOLDER

Michael L. Hylton
P O Box 123
Newton, Ks. 67114

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

LICENSE #: SGFOW054

CONNELLY KEVIN J

PO BOX 780872

WICHITA

KS 67278

Is Granted This License As: Fireworks Display Operator

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code

This License is valid until 5/23/2025 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5.

Effective Date:

5/23/2021

Expiration Date:

5/23/2025


Wally Roberts

Chief of Investigations

LICENSE #: SGFOW054

CONNELLY KEVIN J

PO BOX 780872

WICHITA

KS 67278

Operators must carry this card. Please cut on solid line

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

LICENSE #: SGFOW054

As: Fireworks Public Display Operator

TO: CONNELLY KEVIN J

WICHITA KS 67278

ISSUED: 5/23/2021 EXPIRE: 5/23/2025


Wally Roberts
Chief of Investigations

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

LICENSE #: SGFPW004

CONNELLY KEVIN J

PO BOX 780872

WICHITA KS 67278

Is Granted This License As Proximate Pyrotechnic Operator Unlimited

To perform duties as a Proximate Pyrotechnic Operator as granted by the
Kansas Fire Prevention Code and adopted National Standard NFPA 1126
NFPA 160, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x)
and other provisions of the Kansas Prevention Code.

This License is valid until **8/30/2025** unless suspended, revoked or refused
renewal in accordance with the provisions of KAR 22-1-5.

Effective Date: 8/30/2021

Expiration Date: 8/30/2025


Wally Roberts
Chief of Investigations

LICENSE #: SGFPW004

CONNELLY KEVIN J

PO BOX 780872

WICHITA KS 67278

Operators must carry this card. Please cut on solid line

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

LICENSE #: SGFPW004

As: Proximate Pyrotechnic Operator Unlimited

TO: CONNELLY KEVIN J

PO BOX 780872

WICHITA KS 67278

ISSUED 8/30/2021 EXPIRES 8/30/2025


Wally Roberts
Chief of Investigations

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

Permit #: SGFDW002
KEVIN J CONNELLY
P O BOX 780872
WICHITA KS 67278

Is Granted This Permit As: **Fireworks Distributor Unlimited**

To perform duties as a Fireworks Distributor as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1124, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x)
and other provisions of the Kansas Prevention Code.

This Permit is valid until 2/10/2023 unless suspended, revoked or refused
renewal in accordance with the provisions of KAR 22-1-5.

Issued: 2/10/2022

Expires: 2/10/2023



Wally Roberts
Chief of Investigations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeff Swanson FBL Financial Group / Farm Bureau Financial Services 714 N Summit St. Arkansas City KS 67005	CONTACT NAME: Michelle Howcroft PHONE (A/C, No, Ext): (620) 442-9122 E-MAIL: michelle.howcroft@fbfs.com FAX (A/C, No): (620) 442-9158 ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Stone Barn Farm 20438 K15 Hwy Dexter KS 67038	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPS7581730	06/30/2022	07/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Concert Event on 06/30/2022 @ Island Park, 100 N Main St., Winfield, KS 67005

CERTIFICATE HOLDER**CANCELLATION**City of Winfield
200 E 9th Ave.

Winfield

KS 67156

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

LOC 1

Name Of Person(s) Or Organization(s) (Additional Insured):

CITY OF WINFIELD KANSAS 200 E 9TH AVE WINFIELD KS 67156-2818 UNITED STATES

Additional Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Stone Barn Farm)

WHEREAS, Stone Barn Farm has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Stone Barn Farm requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage on city streets, alleys, parking lots, and public sidewalks during the Hairball outdoor concert, a special event, from 6:00 pm to 11:30 pm, on June 30, 2022, in Island Park.

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

Section 1. 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. A Special Event is defined by K.S.A 41.719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks, or highways when a temporary permit has been issued pursuant to K.S.A 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county, or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads, or highways at any such special event.

Section 3. Xclusive Event Services is a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public but does not include a holder of a temporary permit. [Subsection (c) of K.S.A 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Xclusive Event Services liquor license #12002247801, attached and made a part hereof, effective 12/11/2020 and expiring 12/10/2022. Xclusive Event Services will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is required of Xclusive Event Services.

Section 4. The Governing Body of the City of Winfield Kansas hereby authorizes an 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 sale, possession or consumption of alcoholic liquor or cereal malt beverage as presented by the Stone Barn Farm for the Hairball outdoor concert, a special event, from 6:00 pm to 11:30 pm, on June 30, 2022, in Island Park, 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 5. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of June 2022.

(SEAL)

Gregory N. Thompson, Presiding Officer

ATTEST:

Brenda Peters, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission Action: _____
Taggart Wall, City Manager

KANSAS DEPARTMENT OF REVENUE
ALCOHOLIC BEVERAGE CONTROL DIVISION
915 SW Harrison St
Toneka, KS 66625
(785) 368-8222 (785) 296-2073 (Fax Number)

DO NOT WRITE IN THIS BLOCK		
VALIDATED AMOUNTS		CASHIER
DATE	AMOUNT	

APPLICATION FOR TEMPORARY PERMIT

This application and fee must be received in the ABC office at least **14 days prior to the date of event** for which the Temporary Permit is to be used.

☒ On-Premise (4 per year) ☐ Charitable Auction (1 per year) ☐ Porcelain Containers (1 per year)

(Please circle one)

1 Day - \$25.00

2 Day - \$50.00

3 Day - \$75.00

1. Please print name and address of sponsoring corp/organization/individual: Please indicate if you are a:

☒ Corporation

☐ Individual

☐ Organization

☐ Partnership

Exclusive Events

709 W 30th St. South

Name

Street Address

Wichita

Sedgwick

67217

(316) 655-9294

City

County

Zip Code

Telephone Number

Fax Number

Mailing Address: (If different than above)

Name

Street Address

City

County

Zip Code

Telephone Number

Fax Number

2. What date and hours will alcoholic beverages be sold or consumed each day?

June 30th 2022

Date

5pm

From: (a.m./p.m.)

11:30pm

To: (a.m./p.m.)

Date

From: (a.m./p.m.)

To: (a.m./p.m.)

Date

From: (a.m./p.m.)

To: (a.m./p.m.)

3. Give the address of the location of event. **Attach a diagram of the boundaries of the area, if applying for an on-premise permit.**

200 Main St.

Street

Cowley

County

Winfield

City

67156

Zip Code

3a. Complete zoning Form ABC-280-8. The official seal of the city or county of the exact location the event is being held at must be affixed.

4. Have you or any person in the sponsoring organization been convicted of a felony or a violation of the intoxicating liquor or cereal malt beverage laws of Kansas? Yes ___ No X

5. Have you individually or the organization/corporation been issued a temporary permit within the current calendar year?

Yes ___

No X

Date: _____

Date: _____

Date: _____

6. Have you individually or the organization/corporation met all the requirements for receiving a temporary permit as outlined in K.A.R. 14-23-3? Yes Y No ___

7. Explain the purpose of this event and indicate where the proceeds from the **sale of alcoholic beverages** will be allocated:

Hairball Rocks Winfield - Concert

portion of proceeds will go back to promoters to help pay for event.

8. Estimated gross receipts from **ONLY** liquor sales at this event: 86-8K

I certify that the information provided on this application is true. I further certify that the sale or consumption of alcoholic beverages in relationship with this temporary permit will not violate any city, county or other local ordinances or zoning restrictions. (Falsifying information on the application can lead to administrative as well as criminal sanctions.)

Crystal McDonald

Designated Person (print name)

316-655-9294

(Daytime Phone)

514-84-3375

Social Security Number (SSN)

(Of Designated Person)

06-29-82

Date of Birth

Crystal McDonald

Designated Person (sign name)

(Fax Number)

6/1/22

Date of Application

Kansas Alcoholic Beverage Control Division
Liquor License

Caterer

OWNER NAME: **Xclusive Events LLC**

DBA: **Xclusive Events**

ADDRESS: **709 W 30th Street S**
Wichita, KS 67217-3213

LICENSE NO: 12002247801

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control



Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 12/11/2020

EXPIRES: 12/10/2022

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license



STAGE

HANDICAP PARKING

FOOT BRIDGE
ENTRANCE

EAST PARKING

ENTRANCE

SOUTH PARKING

HWY 77 / MAIN ST