

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Thursday, September 29, 2022
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Ronald E. Hutto
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, September 19, 2022

PROCLAMATION

-Proclaiming the week of October 16 through October 27, 2022 as Friends of Libraries Week

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 22118 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a lease agreement between the City of Winfield and Winfield Recreation Commission regarding the lease of Thornton Recreation and Fitness Center and Athletic Fields.

Bill No. 22119 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Cowley County Animal Shelter Service Agreement between the City of Winfield, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter.

OTHER BUSINESS

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday, October 13, 2022.
-Next regular meeting 5:30 p.m. Monday, October 17, 2022.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
September 19, 2022

The Board of City Commissioners met in regular session, Monday, September 19, 2022 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioner Gregory N. Thompson was also present. Commissioner Brenda K. Butters was absent. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk, and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements; Josh Wallace, Environmental Inspector; and Robbie DeLong, Police Chief.

City Clerk Richardson called roll, noted Commissioner Butters was absent.

Commissioner Thompson moved that the minutes of the September 6, 2022 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATION

-Winfield Police Department - Drew Popplewell. Police Chief Robbie DeLong introduced Drew Popplewell, promoted to Master Police Officer.

PUBLIC HEARING

-Relating to a proposed loan in an amount not to exceed \$602,695.00 (the “Loan”) to be taken by the City from the Kansas Public Water Supply Loan Fund (the “Fund”) administered by the Kansas Department of Health and Environment (“KDHE”) pursuant to K.S.A. 65-163c et seq. Mayor Hutto opened a public hearing to consider comments on the proposed loan. Rosemary Saunders, Ranson Financial, explains that this Public Hearing is part of the loan application for a water storage unit at Strother Field. With no one else present to comment, Mayor Hutto closed the public hearing.

Bill No. 22107 – A Resolution – Authorizing the completion of an application to the Kansas Department of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto both Commissioners voting aye, Bill No. 22107 was adopted and numbered Resolution No. 9022.

PUBLIC HEARING

- Consider determination that the structures at 315 W 15th are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 315 W 15th. Jim Daniels, 315 W 15th, appeared to ask the Commission for more time to repair and remove structures. Mayor Hutto closed the public hearing.

City Manager Wall asked the Commission to add a public hearing for 818 Main. Commissioner Thompson moved to add a public hearing for 818 Main. Motion was seconded by Commissioner Hutto. With both Commissioners voting aye, motion carried.

- Consider determination that the structures at 1321 John are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 1321 John. With no one present to comment, Mayor Hutto closed the public hearing.

- Consider determination that the structures at 1803 Fuller are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 1803 Fuller. With no one present to comment, Mayor Hutto closed the public hearing.
- Consider determination that the structures at 1602 Fuller are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 1602 Fuller. Environmental Inspector Wallace explained that the structure at 1602 Fuller has been removed. Mayor Hutto closed the public hearing.
- Consider determination that the structures at 1821 Manning are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 1821 Manning. Environmental Inspector Wallace explained that the structure at 1821 Manning has been removed. Mayor Hutto closed the public hearing.
- Consider determination that the structures at 818 Main are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in thirty (30) days. Mayor Hutto opened a public hearing to consider condemnation of the structures at 818 Main. Joe Sears, 808 Main, appeared to express concerns about the property at 818 Main. Mary Hinkley, 808 Main, appeared to express concerns about the property at 818 Main. Mayor Hutto closed the public hearing.

PROCLAMATION

Mayor Hutto presented a proclamation to Electric Distribution Employees Alex Markus and Jeff Westfall proclaiming the week of October 2 through October 8, 2022, as Public Power Week.

Mayor Hutto presented a proclamation to Sanitation Superintendent Archambeau proclaiming the week of October 2 through October 8, 2022, as Fall Beautification week.

BUSINESS FROM THE FLOOR

-None

NEW BUSINESS

Bill No. 22108 – An Ordinance – Relating to and providing an amount of ad valorem tax to be levied as provided for under K.S.A. 79-1801 et seq. for the purpose of raising revenue for the General Fund, Bond & Interest Fund, Library Fund, Special Liability Fund, and the Industrial Development Fund. City Manager Wall explains this Ordinance relates to the ad valorem tax for the 2023 Budget. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto both Commissioners voting aye, Bill No. 22108 was adopted and numbered Ordinance No. 4191.

Bill No. 22109 – An Ordinance – Adopting an annual budget of the City of Winfield, Kansas, for the year ending December 31, 2023, and providing for expenditures not to exceed amounts stated herein. City Manager Wall explains this Ordinance adopts the Budget for 2023. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto both Commissioners voting aye, Bill No. 22109 was adopted and numbered Ordinance No. 4192.

Bill No. 22110 – An Ordinance – Amending Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the “Zoning District Map of Winfield, Kansas,” which is made a part of Article 3 of the

Zoning Regulations of the City of Winfield, Kansas. Director of Public Improvements Steward explains this Ordinance will change 1203 Manning from “R-3,” High Density Residential District to “C-3,” General Commercial District. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson both Commissioners voting aye, Bill No. 22110 was adopted and numbered Ordinance No. 4193.

Bill No. 22111 – A Resolution – Authorizing the City Manager of the City of Winfield, Kansas, to submit a proposal in response to the 2022 Kansas Housing Resources Corporation Kansas Moderate Income Housing (MIH) Request for Proposal. City Manager Wall explains this Resolution authorizes an application to Kansas Moderate Income Housing (MIH). Upon motion by Commissioner Thompson, seconded by Commissioner Hutto both Commissioners voting aye, Bill No. 22111 was adopted and numbered Resolution No. 9122.

Bill No. 22112 – A Resolution – Determining the existence of certain nuisances at 1712 Fuller in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Environmental Inspector Wallace explains this Resolution authorizes the City to pursue further action. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson both Commissioners voting aye, Bill No. 22112 was adopted and numbered Resolution No. 9222.

Bill No. 22113 – A Resolution – Setting forth findings that the structure(s), SHEDS/GARAGES, located on a tract of land legally described as follows: ROBINSONS ADD, BLOCK 75, Lot 4, to Winfield, Kansas. Commonly known as 315 W 15th. Recorded in Book 955 page 412, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto both Commissioners voting aye, Bill No. 22113 was adopted and numbered Resolution No. 9322.

Bill No. 22114 – A Resolution – Setting forth findings that the structure(s), SHED/GARAGE, located on a tract of land legally described as follows: TORRANCE ADD, S 50 LT 16., to Winfield, Kansas. Commonly known as 1321 John. Recorded in Book 254 page 300, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson both Commissioners voting aye, Bill No. 22114 was adopted and numbered Resolution No. 9422.

Bill No. 22115 – A Resolution – Setting forth findings that the structure(s), SHED/GARAGE, located on a tract of land legally described as follows: LOOMIS ADD, BLOCK 178, Lot 1 - 2, to Winfield, Kansas. Commonly known as 1803 Fuller. Recorded in Book 426 page 573, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto both Commissioners voting aye, Bill No. 22115 was adopted and numbered Resolution No. 9522.

-STRICKEN-

~~**Bill No. 22116 – A Resolution** – Setting forth findings that the structure(s), SHED/GARAGE, located on a tract of land legally described as follows: LOOMIS ADD, BLOCK 196, Lot 12, to Winfield, Kansas. Commonly known as 1602 Fuller. Recorded in Book 558 page 564, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said~~

~~structure(s) to be repaired or removed in thirty (30) days.~~ Commissioner Thompson moved to strike Bill No. 22116, seconded by Commissioner Hutto, both Commissioners voting aye, Bill No. 22116 was stricken.

Bill No. 22117 – A Resolution – Setting forth findings that the structure(s), BUSINESS, located on a tract of land legally described as follows: WINFIELD, TOWNSITE OF, BLOCK 128, Lot 10, to Winfield, Kansas. Commonly known as 818 Main. Recorded in Book 754 page 596, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson both Commissioners voting aye, Bill No. 22117 was adopted and numbered Resolution No. 9722.

OTHER BUSINESS

-Consider Police vehicle purchase. Commissioner Thompson moved to accept the staff recommendations for (1) 2022 Dodge Durango Pursuit from Winfield Motors at \$34,726.00, (2) 2023 Dodge Durango Pursuit's from Winfield Motors at \$39,417.00 per vehicle, and Upfitting and equipment cost of \$10,950 per vehicle from SERV Superior. Motion was seconded by Commissioner Hutto. With both Commissioners voting aye, motion carried.

-Reminder that the next Commission meeting will be moved to September 29, 2022, immediately following the Worksession.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto both Commissioners voting aye, the meeting adjourned at 5:56 p.m.

Signed and sealed this 29th day of September 2022. Signed and approved this 29th day of September 2022.

Tania Richardson, City Clerk

Ronald E. Hutto, Mayor

PROCLAMATION

National Friends of Libraries Week

Whereas, Friends of the Winfield Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and

Whereas, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

Whereas, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

Whereas, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community.

Whereas, the week of Oct. 16-22 is designated nationally for appreciation of Friends of Libraries around the nation.

Now, therefore, be it resolved that I, Ronald E. Hutto, Mayor of the City of Winfield, Kansas, proclaim October 16-22, 2022, as Friends of Libraries week in Winfield, KS and urge everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 29th day of September 2022.

Ronald E. Hutto, Mayor

ATTEST:

Tania Richardson, City Clerk



Request for Commission Action

Date: September 29, 2022

Requestor: Taggart Wall, City Manager

Action Requested: Consider entering into a renewal of agreement for lease of facilities/land at the Thorton Gymnasium/Athletic Fields

Analysis:

This item renews the ongoing relationship between the two entities for the use of facilities at 8th/College. The City did discuss the potential donation of the property with the WRC, however after discussion, it seemed prudent to keep the current relationship in place to allow for savings related to property insurance and future facility improvements/bonding.

Fiscal Impact: The agreement calls for various fiscal items including \$1.00 annual rental fee, reimbursement of insurance expenses, and capital improvements.

Attachments: Resolution & agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____th day of October, 2022, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY," and Winfield Recreation Commission, hereinafter referred to as "WRC."

WHEREAS, CITY is the owner of certain property at 624 College, known as the Thornton Recreation and Fitness Center and Athletic Fields; and,

WHEREAS, the recreation facilities have been designated for public use; and,

WHEREAS, these parties desire to execute a lease agreement for use of the facilities as set forth herein.

NOW THEREFORE, in consideration of the payments, mutual promises, and covenants as set forth herein and other consideration, the parties agree as follows:

1. CITY hereby lets and leases to WRC the use recreation facilities and appurtenances thereto located on the following described real estate:

"A tract of land located in the Northeast Quarter of Section 27, Township 32 South, Range 4 East of the 6th P.M., City of Winfield, Cowley County, Kansas, more particularly described as follows: Beginning at a point 30 feet East and 160 feet South of the Northwest corner of said Quarter Section; thence East parallel with the North line of said Quarter Section 200 feet; thence Southeasterly 470 feet more or less to a pin on the North line of the tract deeded to Seabury Properties, Inc., by deed recorded in Deed book 305, Page 365 in the office of the Register of Deeds, Cowley County, Kansas; thence South along the West line of said Seabury tract 129.46 to a pin on the North line of Seventh Street; thence West 424.29 feet to a point 30 feet East of the West line of said Quarter Section 547 feet; thence North to the point of begging; commonly known as 624 College".

2. CITY owns parking facilities located south of Seventh Street, east of College on the following described property:

Lots 1 and 2 and the West 162 ½ feet of Lot 5, Mound View Addition to the City of Winfield, Cowley County, Kansas.

These parking facilities shall be jointly used by the parties.

3. The CITY agrees to purchase fire and extended coverage protection on the building, the annual premium of which shall be reimbursed to the CITY by WRC within 30 days after notice. The insurance protection shall be reviewed annually by CITY and WRC. During the review, if WRC finds that insurance protection for property which is subject to this agreement can be purchased by them at a lesser premium cost in coverage amounts approved by the City Manager and WRC Director, WRC may purchase said insurance and the CITY shall be named as additional insured/loss payable on said policy. WRC agrees to obtain and maintain commercial general liability insurance with limits not less than \$1,000,000.00 each occurrence bodily injury and property damage, \$1,000,000 personal and/or advertising injury limit, \$1,000,000 products completed operations aggregate, with \$1,000,000.00 general aggregate, \$100,000 Fire

Damage Legal Liability and statutory worker's compensation insurance. CITY shall be named as an additional insured on WRC general liability policy. A certificate of insurance shall be filed with the City Manager's office on an annual basis. Said insurance to be carried with an insurance company with a recognized national rating acceptable to CITY, licensed to do business in the state of Kansas. WRC agrees to obtain insurance coverage for contents/personal property associated with its operation in the facility. City shall not be responsible for any loss or damage to WRC property. A joint waiver of subrogation is to be instituted with both the City's and WRC's property insurers.

4. CITY shall not be liable to WRC or its employees, agents, lessees, or licensees, or guests in this facility for any damages to the property or injuries to persons caused by an act, failure to act, or other negligence of its officers, employees, agents, subcontractors, lessees, or licensees and WRC will save and hold CITY harmless for any and all such acts or allegations.

5. WRC shall not engage in any unlawful, illegal or unreasonable conduct or acts deemed by the CITY to be inappropriate in such a facility or do anything by which any policy of insurance on the property would be canceled or annulled or which would subject the CITY to criminal prosecution or suit for damages by any person or corporation.

6. WRC shall not lease or sublet any portion of the premises except for rental of facilities on a short-term basis, nor assign this lease agreement without the written consent of CITY.

7. It is agreed that WRC may make alterations to the structural portion of the facility or make major alterations to the interior of the building without the written consent of CITY. WRC agrees to conform to applicable city, state, and federal codes in any alteration of the facilities.

8. WRC agrees to be responsible for care, cleaning and janitorial services for all facilities described in this agreement. WRC shall be responsible for all utilities, taxes, and insurance on property set forth in Paragraph #1 and #3.

9. The City Manager or his designee, with a representative of WRC, may enter the leased premises at any reasonable time and place, for the purpose of ensuring that the terms of this agreement are being met.

10. In the event WRC violates any of the covenants and provisions of this lease then the CITY, at its option, may declare the lease at an end and WRC shall forthwith deliver possession of the premises to the CITY.

11. Should the leased premises or some part thereof be condemned or be damaged or injured by fire or other casualty so that it is unusable by WRC for the operations and purposes contemplated by it, the CITY may, at its option, promptly rebuild or repair the premises. If the CITY does not do so, WRC may terminate this Lease.

12. Upon termination of the lease, WRC shall, within a reasonable time, remove all personal property of any kind or character placed on said premises by WRC and pay for damages, if any caused by its removal.

13. WRC agrees to observe and comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the leased premises as now existing or hereinafter promulgated by Federal, State, County or Governmental authorities asserting requisite jurisdiction and to pay all costs, expenses, fines, penalties, and claims arising out of its non-compliance therewith.

14. All maintenance of the buildings, including repair, alteration, addition and other building and grounds expenses shall be responsibility of WRC except as outlined in Paragraph #11.

15. This Lease Agreement may be terminated by mutual agreement or by either party upon 360 days written notice to the other party.

16. This Lease Agreement shall supersede the Lease Agreement made and entered into on September 17th, 2012. Unless sooner terminated pursuant to the provisions herein set forth, the term of this Lease Agreement is from August 01, 2022 through July 31, 2032.

17. WRC agrees to pay, to CITY as rent, the sum of one dollar (\$1.00) per year, payable not later than the 1st day of March.

18. WRC shall have the option to renew this lease for additional 60-month periods if the parties can agree on the terms and conditions. WRC shall notify the CITY in writing at least 180 days prior to the end of the term of this Agreement of its desire to exercise said option. After said notification, the CITY and WRC will review all of the terms and conditions of this lease. The terms and conditions of the lease may be amended at any time by the execution of a written addendum by both parties. The addendum shall be reviewed and recommendations for changes or amendments shall be submitted to the City Commission for consideration.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF WINFIELD, KANSAS

WINFIELD RECREATION COMMISSION

Taggart Wall, City Manager

Troy Moree, Superintendent
624 College
Winfield, KS 67156
620-221-2160



A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a lease agreement between the City of Winfield and Winfield Recreation Commission regarding the lease of Thornton Recreation and Fitness Center and Athletic Fields.

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a lease agreement between the City of Winfield, Kansas, and Winfield Recreation Commission regarding the lease of Thornton Recreation and Fitness Center and Athletic Fields; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 29th day of September 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: September 29, 2022

Requestor: Taggart Wall, City Manager

Action Requested: Consider entering a renewal of interlocal agreement for operation of the Cowley County Animal Shelter

Analysis:

For many years, the cities of Winfield and Arkansas City have worked together with the Cowley County Humane Society for the use of the Cowley County Humane Society to temporarily house, care and disperse unwanted or stray animals by the cities of Winfield and Arkansas City.

This renewal calls for the shelter that was previously constructed under the Interlocal Agreement dated March 20, 2002, to continue to be operated by the Society in a safe, accessible, and humane manner consistent with the goals of the Society, the laws and regulations of the State of Kansas and the needs of Arkansas City and Winfield.

The three parties have agreed to the attached with no substantive changes. Operational support from the two cities was increased by approximately 11% on an annual basis.

Fiscal Impact: Each city will contribute \$35,000 (up from \$31,500 during previous contract period) and all three entities will contribute \$2,000 toward annual capital outlay projects.

Attachments: Resolution & agreement

Interlocal Cooperation Agreement for the Operation of the Cowley County Animal Shelter

This Interlocal Cooperation Agreement hereinafter referred to as the Agreement is made and entered into this 1st day of January, 2023 by and between **Cowley County Humane Society, Inc.**, a 501c3 not for profit corporation registered in Kansas hereinafter referred to as “**Society**” the **City of Arkansas City, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas and hereinafter referred to as “**Arkansas City**,” and the **City of Winfield**, a municipal corporation organized under the laws of the state of Kansas and hereinafter referred to as “**Winfield**”.

PURPOSE

The purpose of this agreement is to provide for the continuity for the use of the Cowley County Humane Society to temporarily house, care and disperse unwanted or stray animals by the cities of Winfield and Arkansas City. The shelter previously constructed under the Interlocal Agreement dated March 20, 2002, will continue to be operated by the Society in a safe, accessible and humane manner consistent with the goals of the Society, the laws and regulations of the State of Kansas and the needs of Arkansas City and Winfield.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE SOCIETY, ARKANSAS CITY, AND WINFIELD AS FOLLOWS:

SECTION ONE

Cowley County Animal Shelter

The animal shelter, which was constructed by the Society, will be operated under the lease with Strother Field. A copy of the lease agreement and a description of the property hereinafter referred to as “**Premises**”, is attached to this agreement as “**Exhibit A**”.

SECTION TWO

Ownership Interests

Each City and the Society shall continue to have equal one-third (1/3) ownership interest in the shelter facility. Should the Society cease to exist for any reason, the Society agrees to donate its ownership interest in the facility to the two cities and each city shall upon such donation hold an equal ownership interest in the facility and leased interest in the premises for the continued operation of the humane shelter.

SECTION THREE

Operation of the Shelter, Operational Funding

The operation of the shelter is the responsibility of and under the direction of the Society. The Society has retained staff, organized volunteers, and otherwise proceeded to have the facility intake, house and disperse animals in accord with generally recognized standards for such shelters and in accord with federal, state and local regulations. The Society will continue to have necessary procedures and protocols in place to allow use of the shelter by the staff of Arkansas City and Winfield in carrying out their duties for animal control within their respective jurisdictions. Such protocols shall provide for the convenient intake of animals picked up by the city staff and for housing them in conformance with regulations established by city code in the two cities.

The Society will undertake a regular program to educate persons in the county and those adopting animals to reduce the number of animals that are not properly cared for, and the number that are not spayed or neutered, to control the population of stray or unwanted offspring. Winfield will contribute \$35,000 annually and Arkansas City will contribute \$35,000 annually to the operations of the shelter. While the cities will provide for support for the operation of the shelter, it is expected that the Society will receive the majority of its financing from fees, donations and contributed volunteer labor. Should circumstances change that require changes in the formula for operational funding the parties to this agreement shall negotiate a mutually acceptable amendment to the agreement.

Additionally, the Society, Winfield and Arkansas City shall contribute \$2,000 annually for capital improvements. The capital improvements need not be approved by the cities; however, it should be defined as any repair or addition of equipment or fixtures that stay with the building. Payments to the Society shall be made quarterly in advance. Both Arkansas City and Winfield shall appoint one representative to the governing board of the Society. The purpose of such representation shall be to foster good communication between the parties and to provide for appropriate oversight of the cities' investment in the community facility and service.

SECTION FOUR

Annual Reports

Upon request, the Society shall submit to Arkansas City and Winfield an annual report reviewing activities and performance of the Society and an Income and Expense Report. Such reports shall be filed in the principal offices of Arkansas City and Winfield no later than August 1st of the year following the close of the prior calendar year.

SECTION FIVE

Term of Agreement, Termination

This agreement shall operate from and after the date first above written until December 31, 2022. Any of the parties hereto may withdraw from this agreement by giving the other parties written notice. Any party so withdrawing from this agreement shall be obligated to pay its proportionate share as set forth in Section Two and Three for the twelve-month period following the date of notice of withdrawal from this agreement. Upon termination, all assets and liabilities of the Shelter will be identified and a settlement agreement shall be negotiated by all parties for continued operation or closure of the Shelter.

SECTION SIX

Approval and Authorization

The Society, Arkansas City and Winfield warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the execution, delivery and performance of this agreement has been authorized by resolution of the Society and by ordinance of the cities and that the agreement constitutes a legal, valid and binding obligation upon the Society, Arkansas City and Winfield in accordance with its terms.

SECTION SEVEN

Notices

Any notice, request, demand or other communication required by this agreement shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid to the following recipients and address:

Cowley County Human Society
7648 222nd Rd.
Winfield, KS 67156

City of Arkansas City
Board of City Commissioners
P.O. Box 778
Arkansas City, KS 67005

City of Winfield
Board of City Commissioners
P.O. Box 646
Winfield, KS 67156

SECTION EIGHT

Amendments

This agreement may be amended in any or all respects but only by express, written agreement of the parties thereto authorized by action of the governing bodies of each of the parties in the same manner as the original agreement was approved and in accordance with the requirements of the Kansas Interlocal Cooperation Act.

SECTION NINE

Binding Effect

This agreement shall be binding upon and the benefits inure to the parties hereto and their respective representatives, successors and assigns.

SECTION TEN

Applicable Law

This agreement shall be governed and construed in accordance with the laws of the State of Kansas.

SECTION ELEVEN

Venue

It is agreed by and between the parties that should any legal dispute arise concerning the validity and the effect of this agreement, or any breach of the agreement then the venue for such dispute shall be in the District Court of Cowley County, Kansas.

SECTION TWELVE

Severance

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever in a court of competent jurisdiction, such decision shall not affect the remaining provisions of the agreement, which shall remain in full force and effect and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the part or section declared invalid would be so declared.

SECTION THIRTEEN

Effective Date

This agreement shall take effect and be in force upon its execution by all parties hereto and upon approval by the Attorney General of the State of Kansas and upon filing of the agreement with the Register of Deeds of Cowley County and the Kansas Secretary of State.

CITY OF WINFIELD, KANSAS

ATTEST

City Clerk

CITY OF ARKANSAS CITY, KANSAS

Mayor

ATTEST

City Clerk

COWLEY COUNTY HUMANE SOCIETY

President

ATTEST

Secretary

The foregoing amendment to the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Animal Shelter is hereby approved in accordance with K.S.A. 12-2901 *et. seq* on this ____ day of _____, 2022.

Derek Schmidt, Attorney General
State of Kansas

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Cowley County Animal Shelter Service Agreement between the City of Winfield, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter.

BE IT RESOLVED 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 Cowley County Animal Shelter Service Agreement between the City of Winfield, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter; a copy of which is attached hereto and made a part hereof.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 29th day of September 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager