

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, October 17, 2022  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

***AGENDA***

CALL TO ORDER.....Mayor Ronald E. Hutto  
ROLL CALL.....City Clerk, Tania Richardson  
MINUTES OF PRECEDING MEETING.....Thursday, September 29, 2022

**PRESENTATION**

-Winfield Police Department Oath of Office – Theodore (Ted) Shinneman  
-Winfield Police Department Promotion – Chad McGathy

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 22120 – A Resolution** – Authorizing the Project Programming Request and Commitment of City Funds for a Pedestrian Access Expansion.

**Bill No. 22121 – A Resolution** – Approving set up of account with Pooled Money Investment Board of Kansas.

**Bill No. 22122 – 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 Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility.

**OTHER BUSINESS**

**ADJOURNMENT**

-Next Commission work session 4:00 Thursday, November 3, 2022.  
-Next regular meeting 5:30 p.m. Monday, November 07, 2022.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**September 29, 2022**

The Board of City Commissioners met in regular session, Thursday, September 29, 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 and Tania Richardson, City Clerk. Other staff member present was Patrick Steward, Director of Public Improvements.

City Clerk Richardson called roll.

Commissioner Butters moved that the minutes of the September 19, 2022 meeting be approved. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

**PROCLAMATION**

-Proclaiming the week of October 16 through October 27, 2022, as Friends of Libraries Week. Mayor Hutto presented a proclamation to Mary Jarvis, Tabitha Hogan, Carolyn Guernsey and Lura Unger, proclaiming October 16 through October 27, 2022, as Friends of Libraries Week.

**BUSINESS FROM THE FLOOR**

-Leslie Felts, 721 Main, appeared before the Commission to ask them to consider installing a safety net at 3502 Pike Rd to protect it from golf balls hits from the driving range, or to purchase the property at market value.

-Deanna Havens, 1905 Loomis, appeared before the Commission to ask for more time to clean up her property.

**NEW BUSINESS**

**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. Upon motion by Commissioner Butters, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 22118 was adopted and numbered Resolution No. 9822.

**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. Upon motion by Commissioner Thompson, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 22119 was adopted and numbered Resolution No. 9922.

**OTHER BUSINESS**

-None

**ADJOURNMENT**

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:57 p.m.

Signed and sealed this 7th day of October 2022.

Signed and approved this 17<sup>th</sup> day of October 2022.

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Tania Richardson, City Clerk

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Ronald E. Hutto, Mayor



## Request for Commission Action

**Date:** October 10, 2022

**Requestor:** Patrick Steward, Dir. Of Public Improvements / City Engineer

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**Action Requested:** Approval of the request for project and commitment of funds for a Pedestrian Access Expansion.

### **Analysis:**

As we've discussed previously, the City made application earlier this year for funding under KDOT's Transportation Alternatives (TA) program. The City was awarded a TA project for 2023. This project would be for the construction of a pedestrian path along 9<sup>th</sup> Avenue (US160) from College to Wheat Road. The engineering for this project was completed at the time of the roadway improvements. However funding was not identified at that time to complete the sidewalk at that time. As provided in the attached award letter, the estimated project cost is \$263,338 with a Federal TA award of \$210,670 (80%) and local project share of \$52,668 (20%).

**Fiscal Impact:** The local share portion of the project is anticipated to be funded with sales tax dollars from balances available in the Special Street Fund.

**Attachments:** Proposed Resolution, Award Letter, Request for Project Form

**A RESOLUTION**

**AUTHORIZING** the Project Programming Request and Commitment of City Funds  
for a Pedestrian Access Expansion.

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**WHEREAS**, the City of Winfield applied for funding through the Kansas Department of Transportation's Transportation Alternatives (TA) Program; and,

**WHEREAS**, the submitted project was selected to receive Federal Funds and will be included in our state's Transportation Alternatives (TA) Program; and,

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

**Section 1.** That sufficient funds are now or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

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

**ADOPTED** this 17th day of October 2022.

(SEAL)

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Ronald E. Hutto, Mayor

ATTEST:

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Tania Richardson, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Taggart Wall, City Manager / ps

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Julie L. Lorenz, Interim Secretary  
Michael J. Moriarty, Chief



Phone: 785-296-3841  
Fax: 785-296-8168  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Laura Kelly, Governor

July 29, 2022

Patrick Steward  
[psteward@winfieldks.org](mailto:psteward@winfieldks.org)  
City of Winfield  
PO Box 646  
Winfield, KS 67156  
620-221-5520

Re: KDOT Transportation Alternatives Award for Federal Fiscal Years 2023-24

Dear Mr. Steward,

I am pleased to inform you that your project is selected to receive federal funds and will be included in our state's Transportation Alternatives (TA) Program.

Project Title	Estimated Total Construction/CE Costs	Federal TA Award (80%)	Local Share (20%)
Pedestrian Access Expansion	\$263,338	\$210,670	\$52,668

The project referenced above is selected to receive a federal award of **\$210,670** and is expected to aid in the completion of **"Pedestrian Access Expansion"** as proposed in your project application. Based on an 80:20 matching ratio to participating costs, it is estimated that the City 20% match on participating items will be approximately \$52,668.

You are now encouraged to immediately begin work on the following items:

- Project consultant selection, PE and Design work
- Request for Project Form 1302 – complete, sign, and submit
- DUNS number and SAM registration updates and confirmation – save screenshots or confirmation emails to submit
- KDOT Info Sheet – complete and submit

Please submit all items listed above to [Jenny.Kramer@ks.gov](mailto:Jenny.Kramer@ks.gov) to add to your project file. Once you submit your Form 1302, we will program your project, assign a KDOT Project Number, and begin drafting a City/State Agreement which you will later receive for review and signatures.

Please remember that you are 100% financially responsible for the following items:

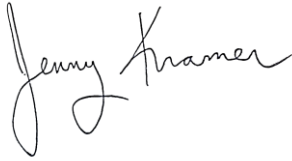
- 20% local cash match on participating items (construction and CE)
- Preliminary Engineering (PE) and Design
- Right-of-Way
- Utilities

- Other non-participating items

If you have any questions, please feel free to contact me by email at [Jenny.Kramer@ks.gov](mailto:Jenny.Kramer@ks.gov) or by phone at 785-296-5186. A paper copy of this letter will be sent via mail for your records.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Jenny Kramer". The signature is written in a cursive style with a large, stylized "J" and "K".

Jenny Kramer  
Bicycle & Pedestrian Coordinator  
Bureau of Transportation Planning  
Kansas Department of Transportation  
700 SW Harrison Street  
Topeka, KS 66603  
Phone: 785-296-5186  
Email: [Jenny.Kramer@ks.gov](mailto:Jenny.Kramer@ks.gov)



## Request for Commission Action

**Date:** October 10, 2022

**Requestor:** Taggart Wall, city manager

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**Action Requested:** Approval of Resolution to set up account with Pooled Money Investment Board of Kansas

### **Analysis:**

As we've discussed previously, the City has been evaluating the investment of idle funds with local institutions against the rates of return offered by the Pooled Money Investment Board. In the current rapidly increasing rate environment, some institutions have declined to bid on local idle fund investments. The bids we have received have tended to trail the PMIB rates, but have been competitive in nature given on ongoing relationship locally with these institutions.

The State of Kansas Municipal Investment Pool (MIP) offers participants the safety of principal, liquidity, and a competitive market rate on short-term investments. All monies deposited in the MIP are promptly invested as part of the Pooled Money Investment Portfolio (Portfolio) in securities authorized by State statutes. Safekeeping and audit controls for all investments made for the Portfolio comply with State statutes and are monitored by the Pooled Money Investment Board (PMIB).

The governing body of any Kansas county, city, township, school district, or any other governmental entity as defined in K.S.A. 12-1675 can invest funds it holds. Funds must first be offered to all eligible banks, savings and loans, and federally chartered savings banks which have home offices or branches in the investing community.

Local government or agency officials maintain discretion over their investment including the amount and the maturity.

**Fiscal Impact:** The City seeks to balance the current rate environment with the ongoing relationships with local institutions to maximize the of return on investments of idle funds.

**Attachments:** Proposed Resolution, Participation Policy



**STATE OF KANSAS  
MUNICIPAL INVESTMENT POOL**

**BILL NO. 22121**

**Resolution**

**RESOLUTION NO. 10122**

WHEREAS, the undersigned is a municipality (the "Depositor"), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the "PMIB"), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the *1996 Session Laws of Kansas*, and amendments thereto

NOW THEREFORE, be it resolved as follows:

1. The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor's taxpayer identification number assigned by the Internal Revenue Service is 48-6004918.

2. The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

Name (print or type) Taggart Wall	Name (print or type) Melissa Schooley	
Signature	Signature	
Title City Manager	Title City Treasurer	
Name (print or type)	Name (print or type)	
Signature	Signature	
Title	Title	
3. Depositor Contact:		
Name (print or type) Melissa Schooley	Email mschooley@winfieldks.org	
Title City Treasurer	Phone 620-221-5507	
Street Address 200 E 9th	Fax 620-221-5593	
City Winfield	State Kansas	ZIP 67156

4. This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Depositor and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on same.

This resolution is hereby introduced and adopted by the Depositor at its regular/special meeting held on \_\_\_\_\_ (date).

Municipality Name (print or type) City of Winfield

Name (print or type) Ronald E. Hutto

Signature

Title City Mayor

Date

Attest:

Name (print or type) Tania Richardson

Signature

Title City Clerk

Date

**Note: Original signatures are required.**

**Effective Date: February 23, 2022**

**POOLED MONEY INVESTMENT BOARD  
MUNICIPAL INVESTMENT POOL  
PARTICIPATION POLICY**

This Participation Policy is established by the Pooled Money Investment Board (the “PMIB”) to govern operation of the Municipal Investment Pool (the “MIP”).

**Table of Contents: Authorized Representative(s) of the Depositor**

Article I – Definitions  
Article II – Participation in MIP  
Article III – Fund Transfers in the MIP  
Article IV – Investment and Duties  
Article V – Reports  
Article VI – Specific Depositor Information  
Article VII - Miscellaneous

**ARTICLE ONE  
Definitions**

**Section 1.01.** “ACH” shall mean the Automated Clearing House through the Federal Reserve banking system.

**Section 1.02.** “Act” means K.S.A. 12-1675 *et seq.* and K.S.A. 75-4201 *et seq.* and any amendments thereto.

**Section 1.03.** “Authorized Representative(s) of the Depositor” shall mean those individuals who are authorized to execute documents and make deposits and withdrawals of funds under this Participation Policy as evidenced on behalf of the Depositor by a duly enacted resolution of the governing body of the Depositor, a certified copy of which is on file with the Pooled Money Investment Board.

**Section 1.04.** “Authorized Representative(s) of the PMIB” shall mean the Director of Investments and other employees authorized by the PMIB to invest funds held in the MIP under this Participation Agreement or perform other functions relating to the MIP.

**Section 1.05.** “Instruction” shall mean an authorization and direction to the PMIB regarding deposits and withdrawals which is performed online by an authenticated Authorized Representative(s) of the Depositor in KMIP. Written Instructions may be utilized for inter-depositor transfers or in the event the online option is unavailable. Written Instructions must be signed by an Authorized Representative(s) of the Depositor and submitted by facsimile transmission.

**Section 1.06. “MIP”** shall mean the Municipal Investment Pool.

**Section 1.07. “Municipal Entity”** shall mean any county, city, township, school district, area vocational-technical school, community college, library district, road district, drainage or levee district, sewer district, water district, fire district, firemen’s relief association, community mental health center, community facility for the mentally retarded or any other governmental entity, unit or subdivision, inter-local cooperative, municipal corporation, quasi-municipal corporation or political subdivision of the state of Kansas.

**Section 1.08. “OMIP”** shall mean the Overnight Municipal Investment Pool option, the conditions for which are outlined in Section 3.11.

**Section 1.09. “Depositor”** shall mean the municipal or state entity having deposits in the MIP.

**Section 1.10. “KMIP”** shall mean the (Kansas) Municipal Investment Pool Online Processing System.

**Section 1.11. “Pooled Money Investment Board (PMIB)”** shall mean the five-member board, organized and operated pursuant to the Act.

**Section 1.12. “Quoted Rate Factor”** shall mean the factor applied each day to each investment option available to Depositors in the MIP and which factor is computed in accordance with K.A.R. 122-4-1 and amendments thereto.

**Section 1.13. “State Entity”** shall mean only those state agencies or public instrumentalities of the state of Kansas, the funds of which may be invested by the PMIB expressly for that agency or instrumentality, or invested directly by that agency or instrumentality.

**Section 1.14. “Treasurer”** shall mean the Kansas State Treasurer.

**Section 1.15. “Wire Transfers”** shall mean directly wired transfers of MIP or Depositor funds through the Federal Reserve Bank system.

## **ARTICLE II**

### **Participation in the MIP**

**Section 2.01. Participation Requirements.** If a Depositor is governed by a commission, board, committee or any other group of individuals, the Depositor, before depositing any funds into the MIP, must provide the PMIB a duly certified copy of a resolution by the governing body designating an Authorized Representative(s) of the Depositor.

**Section 2.02. Creation of MIP.** The PMIB agrees to maintain the MIP in accordance with the Act; investment rules, regulations, and policies adopted by the PMIB. In accordance with the Act, the PMIB shall invest and reinvest all such funds received by the Treasurer for deposit in the MIP. All collateral and securities shall be delivered in the name of the State of Kansas. By maintaining funds in the MIP, the Participant thereby consents to the foregoing.

**Section 2.03. Accounts.** Each Depositor will be given a depositor number. Separate accounts for the various investment options may be established as directed by the Depositor.

**Section 2.04. Regulations and Policies.** The PMIB may adopt rules, regulations and policies for the management and investment of monies in the MIP and the administration and operation of the MIP. The Depositor, by maintaining deposits in the MIP thereby agrees to be bound by all rules, regulations, and policies which may be lawfully adopted by the PMIB.

### **ARTICLE III Fund Transfers in the MIP**

**Section 3.01. Method of Transfer of Funds.** All fund transfers, both deposits and withdrawals, shall be made by ACH or wire transfer, or interfund transaction if the Depositor is a qualified State Entity.

**Section 3.02. Instructions.** The Depositor shall provide an Instruction to the Authorized Representatives of the PMIB of all deposits, withdrawals and transfers to or from its account. Such Instructions must be made not later than 10:00 a.m. (Topeka time) on the date of the transaction, except that **withdrawals of one million dollars or more require notification by 3:00 pm the day before the withdrawal.**

**Section 3.03 Transaction Authorization.** KMIP security protocols allow transaction authorization by up to two Authorized Representatives of the Depositor. Should the Depositor's security protocols require more than two authorizations, that process would need to be addressed internally. KMIP does allow for all Authorized Representatives of the Depositor to be notified by email when any transaction has been approved by an Authorized Representative of the PMIB.

**Section 3.04. ACH Deposits.** ACH deposits will be credited to the account designated on the Instruction if the Depositor has submitted the Instruction before 3:00 pm the day before the deposit's effective date. If a Depositor fails to provide the PMIB with Instructions for the disposition of ACH deposits, said deposits shall be deposited in the Depositor's default overnight (OMIP) account in the MIP.

**Section 3.05. Wire Transfers.** It is the responsibility of the Depositor to instruct its bank that wire deposits to its MIP account must be received by the Treasurer before noon (Topeka time); likewise, wire withdrawals from a Depositor's MIP account by the Treasurer to a Depositor's bank account will be initiated no later than noon (Topeka time).

**Section 3.06. Interfund Transaction (State Entities Only).** Interfund transactions shall be initiated on-line by using the State of Kansas SMART website. Interfund transactions must be completed no later than 10:00 am (Topeka time) on the effective date of the transfer.

**Section 3.07. Deposits.** The Authorized Representatives of the PMIB shall credit funds received pursuant to Section 3.02 to the Depositor's account. Instructions for deposits, withdrawals or interfund transfers received after 10:00 a.m. may be subject to becoming effective the next business day.

**Section 3.08. Deposit Eligibility.** Prior to depositing public funds into the MIP, the Depositor shall offer such funds to the appropriate financial institutions as required by K.S.A. 12-1675(c). Only after the financial institutions decline to accept such funds at the investment rate for the term required, may the Depositor deposit such funds with the MIP.

**Section 3.09. Expected Maturities.** The term of deposit in the MIP shall be no shorter or longer than that term declined by the financial institutions offered the funds. The Depositor, by making deposits in MIP, certifies that it has complied with its responsibility to offer funds to local banks pursuant to K.S.A. 12-1675(c), and acknowledges that the PMIB has no responsibility for the tracking or reporting of the Depositor's bidding/offering information.

**Section 3.10. Fixed Rate Investment Options.** Depositors may make deposits in fixed rate investment options of 30 day, 90 day, 180 day, 1 year, 18 month or 2 year maturities. Minimum deposit amounts shall be prescribed by the PMIB. (Current minimum Fixed-Rate Investment amount is \$25,000.00) The rate shall be specified at the time the deposit is made by the Depositor and shall remain fixed at such rate during the applicable maturity period. Such rate shall constitute the quoted rate factor specified by K.A.R. 122-4-1, and amendments thereto. The quoted rate shall be net of the administrative fee authorized by K.S.A. 75-4234.

If a Depositor fails to provide the PMIB with Instructions for the disposition of deposits at maturity, said deposits shall be transferred to the Depositor's default overnight (OMIP) account in the MIP.

The Director of Investments may permit early withdrawal of fixed rate deposits under extenuating circumstances in which case the Depositor shall be penalized an amount at least equal to a minimum of 15 days of interest and a maximum penalty of 90 days of interest. This penalty shall be taken out of principal if interest earnings are not sufficient to pay the penalty.

**Section 3.11. Overnight Municipal Investment Pool Option.** The Depositor agrees and understands that if it wishes to participate in the OMIP option, such participation is limited to deposits with a minimum original duration of 1 day.

**Section 3.12. Withdrawals.** To withdraw funds by wire transfer from the MIP, an Authorized Representative(s) of the Depositor shall issue an Instruction to the PMIB not later than 10:00 a.m. (Topeka time) on the day the funds are to be withdrawn, specifying the account and the amount of money to be wired or transferred to the Depositor's designated bank account, except that **withdrawals of one million dollars or more require notification received by PMIB no later than 3:00 pm the day before the withdrawal.** Upon receipt of a withdrawal request, the Authorized Representative of the PMIB shall verify that the Depositor has sufficient funds maturing on the date the withdrawal is requested. If so, the Authorized Representative of the PMIB shall withdraw the funds as requested by the Depositor. On the rare occasion of a State declared (i.e. Inclement Weather day) or National emergency which impacts the PMIB's ability to initiate banking transactions, the Pooled Money Investment Board reserves the right to fund withdrawal requests on a best efforts basis.

## **ARTICLE IV**

### **Investment and Duties**

**Section 4.01. Investment.** All monies held in the MIP shall be invested and reinvested by the Authorized Representatives of the PMIB in accordance with rules, regulations and policies of the PMIB, only in Authorized Instruments as approved by the Act. Any available MIP funds that are not invested shall be held in the State's operating account. All investments will be held by the Treasurer and held either physically in the treasury, in the Treasurer's book-entry safekeeping account at the Federal Reserve Bank of Kansas City, or by any other third party approved and designated by the PMIB.

**Section 4.02. Earnings.** Earnings in the MIP will be calculated as follows: the actual daily balance in each MIP Overnight account times the Quoted Rate Factor for that day, divided by the actual number of days in the year. Earnings on overnight investment accounts will be credited on the last calendar day of each month except that earnings will be posted on the day of a withdrawal when a withdrawal is taken mid-month. Earnings on Fixed-Rate Investment Options are based on simple interest and number of days to maturity, with interest being paid at maturity.

**Section 4.03. Daily Quoted Rate Factor Calculation (Administrative Fee).** Deposits in the MIP are subject to an administrative fee not to exceed a maximum of 25 basis points (0.25%). This fee is set by K.S.A. 75-4234. The PMIB may adjust the administrative fee from time to time, as market conditions warrant. The rates offered to MIP depositors are net of fees. No other costs or fees are assessed by the PMIB.

**Section 4.03. Liability.** Neither the PMIB nor any officer or employee of the state of Kansas shall be liable for any act or omission in the management, investment, administration or operation of the MIP unless caused by actual fraud or malice.

## **ARTICLE V**

### **Reports**

**Section 5.01. Reports.** The Director of Investments shall provide reports to the Depositor which will include a detailed listing of all transactions occurring in the Depositor's accounts for each month, as soon as is practical after the end of the month. These reports will be available online using KMIP. The reports will include a summary of transactions for the month, the current market value of the Pooled Money Investment Portfolio, the weighted average maturity ratio of the Pooled Money Investment Portfolio, the original costs of the investments in the Pooled Money Investment Portfolio, including any fees associated with such investments and such other relevant information as the Director of Investments may wish to include in such reports. Additionally, the Authorized Representatives of the PMIB will maintain copies of the Depositor's account numbers in physical or computer form for a minimum of three fiscal years. This information will be available to Depositors on written request. Copies of all Depositor reports shall be available for public examination during regular business hours at the office of the PMIB. The Depositor, by maintaining deposits in the MIP, acknowledges that the PMIB is subject to the Open Records Act, K.S.A. 45-215 *et seq.*, as amended.

## **ARTICLE VI**

### **Specific Depositor Information**

**Section 6.01. ID and Passwords.** Each Authorized Representative(s) of the Depositor will be assigned an operator ID and a temporary online password. The temporary online password can be changed once the Authorized Representative(s) of the Depositor is validated in KMIP. The Authorized Representatives of the PMIB will not have access to online passwords. Each Authorized Representative(s) of the Depositor shall also designate a separate password by submitting a unique 8-12 digit alphanumeric identifying password on a "Password Designation/Email" form to obtain information about their account(s) by phone. No transactions will be authorized by phone.

**Section 6.02. Bank Account.** Each Depositor shall designate wire instructions online for each bank account that it will use for withdrawals. Authorized Representatives of the PMIB will not verify wire instructions submitted by the Depositor. It is the Depositor's responsibility to ensure that the wire instructions are accurate.

**Section 6.03. Password Security.** Each Depositor and its Authorized Representative(s) are solely responsible for maintaining the security of their passwords. The PMIP shall not be held responsible for any unauthorized transactions caused by a breach in the Depositor's password security. Authorized Representatives of the PMIB will not have access to Depositors' online passwords.

**Section 6.04. Notices.** Notices to Depositors shall be given by email to the Depositor Contact(s) as designated on the Depositor's Resolution authorizing the deposit of funds in the MIP. Special bulletins shall be posted on KMIP. Notices to the PMIB shall be given to:

Municipal Investment Pool  
Office of the Pooled Money Investment Board  
900 SW Jackson, Suite 209  
Topeka, KS 66612-1220  
Telephone: 785-296-1013  
Fax: 785-296-2857

## **ARTICLE VII**

### **Miscellaneous**

**Section 7.01. Severability.** If any provision of this Participation Policy is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder shall not be affected and shall be enforced according to its remaining unaffected provisions to the fullest extent permitted by law. However, such provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly.



**Section 7.02. Limitation of Rights.** This Participation Policy shall not be construed as providing an enforceable right to any third party. The Depositor further agrees that the responsibilities of the PMIB hereunder are limited to the management and investment of the MIP and the providing of reports and information herein required; neither the Treasurer nor the PMIB shall be liable for any losses from investments and withdrawals made in accordance with the procedures set forth in this Participation Policy unless caused by actual fraud or malice (See Section 4.03).

**Section 7.03. Applicable Law.** This Participation Policy shall be governed by and construed in accordance with the laws of the state of Kansas.

**Section 7.04. Captions.** The captions or headings in this Policy are for reference only and do not define, describe, extend or limit the scope or intent of the Policy.

**Section 7.05. Amendments and Effective Date.** This Participation Policy shall become effective February 24, 2016, and shall be in force until supplemented, amended or revoked by the PMIB. Depositors will be given notice in accordance with section 6.04 of pending amendments, supplements or revocations of this Policy. Any such amendments supplements or revocations will be applicable to any balances remaining on deposit in the MIP after the effective date thereof.



## Request for Commission Action

**Date:** October 10, 2022

**Requestor:** Taggart Wall, city manager

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**Action Requested:** Consider entering into an agreement for the lease of a building at Island Park for use by Winfield Isle of Lights

**Analysis:**

As discussed in previous budget workshops, the Isle of Lights organization has been in need of additional space. Up until this year, the Isle of lights building (west of Island Park) was shared between the Park's Department and the Isle of Lights organization. In addition, the size, price, and amount of equipment needed to maintain park grounds has increased. Providing covered storage for this equipment has been a priority for several years. This year, the Isle of Lights group and City staff have negotiated an agreement by which the group would pay for 1/3 of the cost of an equipment storage facility in exchange for the use of the entire existing building at Island Park.

**Fiscal Impact:** \$10,000 CIP fee for five years.

**Attachments:** Resolution & agreement

**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 Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility.

\_\_\_\_\_  
**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 Isle of Lights, Inc. regarding the lease of the Island Park Storage Facility; 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 17th day October 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

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th day of September 2022, by and between the City of Winfield, Kansas, as Lessor, hereinafter referred to as "City", and Winfield Isle of Lights, Inc., hereinafter referred to as "WILI".

WHEREAS, the City is the owner of certain property at 409 Island Park Ave., known as the "Island Park Storage Facility"; and,

WHEREAS, the building has been designated for public facilities use; and,

WHEREAS, the building has space that has been designated as excess space; and,

WHEREAS, WILI creates a seasonal lighting exhibition in Island Park for the benefit of Winfield residents and visitors and needs a facility to store its displays; and,

WHEREAS, the parties desire to execute a lease agreement for use of the facility 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 WILI the use of a certain space located within the Island Park Storage facility located at 409 Island Park Ave., Winfield KS. The space available to WILI for storage of its seasonal lighting displays is approximately 50' X 100'.
2. City shall provide for the exterior maintenance of the building, including routine repair and maintenance of the roof, exterior walls, doors, and snow removal, and landscaping care. WILI shall participate in necessary capital improvements at no less than 50% of total costs of improvements as further negotiated at the time of the improvements and amended to this agreement.
3. City agrees to furnish utilities associated with the use of space by WILI in the facility.
4. WILI agrees that they are responsible for care and cleaning of the leased space.
5. The City of Winfield assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.
6. CITY shall provide fire and extended coverage benefits for the building and the contents owned by CITY and commercial general liability for CITY. WILI agrees to obtain and maintain commercial general liability insurance with limits not less than \$500,000.00 each occurrence, \$500,000.00 personal and/or advertising injury, \$1,000,000.00 products completed/operations

aggregate and \$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 WILI general liability policy. A certificate of insurance shall be filed with the City Manager's office on an annual basis. WILI agrees to obtain insurance coverage for contents associated with its operation in the facility, including any loss of income/use due to an insured peril, regardless of fault/cause. Any property insurance purchased by WILI shall include a waiver of liability for any such property loss.

7. WILI waives any and all rights of recovery against CITY, its officers, employees, agents, lessees, licensees, or guests in this facility for loss or damage to WILI property caused by the acts of CITY or others under its control for such loss or damage.
8. WILI agrees to hold CITY harmless and indemnify them should CITY become involved in litigation because of such claim, as owner of the premises, caused by an act, failure to act, or other negligence of CITY, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.
9. WILI will not engage in any unlawful, illegal, or unreasonable conduct or acts deemed by 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 CITY to criminal prosecution or suit for damages by any person or corporation.
10. WILI shall not sublet any of the premises nor assign this lease agreement without the written consent of CITY.
11. WILI will not make any alterations to the structural portion of the facility or make any major alterations to the interior of the building without the written consent of CITY. WILI agrees to conform to applicable city, state and federal codes in any alteration of the facility.
12. Unless sooner terminated pursuant to the provisions herein set forth, the term of this lease agreement is from September 6, 2022 through January 31, 2033. Agreement may be canceled by mutual agreement or if WILI should cease to operate an annual lighting exhibition.
13. WILI shall have the option to renew this lease for an additional one (1), 60-month periods if the parties can agree on the terms. WILI shall notify the CITY in writing at least 120 days prior to the end of each term of this lease of its desire to exercise said options. After said notification, the CITY and WILI 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 and shall be submitted to the City Commission for consideration.
14. WILI agrees to observe and comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the lease premises as now existing or hereinafter promulgated by Federal, State, County or Governmental authorities asserting requisite jurisdiction and to pay all costs, expenses, penalties, and claims arising out of its noncompliance therewith.

15. The City Manager or his/her designee may enter the facility at any reasonable time, for the purpose of ensuring that the terms and conditions of this agreement are being met.
16. In the event WILI violates any of the covenants and provisions of this lease or fails to make annual payment required by this agreement, then City, at its option, may declare the agreement at an end and WILI shall forthwith deliver possession of the premises to City.
17. 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 WILI for the operations contemplated by it, City will, at City's option, promptly rebuild or repair the premises. If City does not do so, the CITY shall have no obligation to provide alternate space for WILI storage.
18. Upon termination of the agreement, WILI will, within a reasonable time, remove all personal property of any kind or character placed on said premises by WILI and pay for damages, if any caused by its removal.
19. CITY will require no rents or deposits from WILI for the facilities used and will accept donations and capital improvement support in consideration for this agreement including/ but not limited to annual capital improvement payments of \$10,000 per year for five years, payable by December 31<sup>st</sup>, beginning in 2022 and ending December 31, 2026.
20. This agreement supersedes, replaces and renders null any prior agreement for the lease of space contemplated herein.

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

CITY OF WINFIELD KS

WINFIELD ISLE OF LIGHTS, INC

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Taggart Wall, City Manager

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Rusty Zimmerman, President  
PO Box 111  
Winfield KS 67156