

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, November 21, 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, November 07, 2022

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 22125 – 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 Amy Phillips, d/b/a Events By Amy, regarding a lease at the Community Center.

**Bill No. 22126 – 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**

-Consider Voting Delegates for the Kansas Power Pool Annual Meeting December 9, 2022.

**ADJOURNMENT**

-Next Commission work session 4:00 Monday December 05, 2022.  
-Next regular meeting 5:30 p.m. Monday, December 05, 2022.

## **CITY COMMISSION MEETING MINUTES**

**Winfield, Kansas**

**November 7, 2022**

The Board of City Commissioners met in regular session, Monday, November 07, 2022 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Ronald E. Hutto presiding. Commissioners Gregory N. Thompson and Brenda K. Butters were also present. 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; Gus Collins, Director of Utilities; and Jerred Schmidt, Director of Information Systems.

City Clerk Richardson called Roll.

Commissioner Thompson moved that the minutes of the October 17, 2022 meeting be approved. Commissioner Butters seconded the motion. With all Commissioners voting aye, the motion carried.

### **BUSINESS FROM THE FLOOR**

Edward Munoz, 3122 Long Court appeared before the commission to address concerns about clean-up at 3104 Long Court.

Jim Bowlin, 3106 Long Court appeared before the commission to address concerns about clean-up at 3104 Long Court.

Tom Petty, 3118 Long Court appeared before the commission to address concerns about clean-up at 3104 Long Court.

### **NEW BUSINESS**

**Bill No. 22123 – A Resolution** – Authorizing the execution of the Project Programming Request and Commitment of City Funds for the 2024 CCLIP Surface Preservation Project. Director of Public Improvements Steward explained to the Commission that this resolution authorizes the commitment of City funds for the 2024 CCLIP Surface Preservation Project.

Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 22123 was adopted and numbered Resolution No. 10322.

**Bill No. 22124 – A Resolution** – Authorizing the granting and filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in Southwest quarter of Section 27, Township 32 South, Range 4 East of the 6th Principal Meridian, Cowley County, Kansas. Director of Information Systems Schmidt explained to the Commission that this resolution would approve the easement for the installation of fiber utilities across the south edge of Cherry Street Park. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 22124 was adopted and numbered Resolution No. 10422.

**OTHER BUSINESS**

Consideration of approval for three sanitary sewer projects that will serve the new Southwestern dorm and replace certain portions of the sewer in the Southwestern College campus. Director of Utilities Collins explained to the Commission the existing sanitary sewer service serving the student center needed to be relocated in order to construct the new facility. SWC has agreed to a total cost share of \$150,000.00. The City of Winfield's responsibility is \$135,460 to be paid for with Capital Improvements Infrastructure funds budgeted for 2022. Commissioner Thompson moved to approve the three sanitary sewer projects that will serve the new Southwestern dorm and replace certain portions of the sewer in the Southwestern College campus and proceed with Tri-Star Utilities in the amount of \$285,560.00. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

**ADJOURNMENT**

Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:51 p.m.

Signed and sealed this 9<sup>th</sup> day of November 2022.      Signed and approved this 21<sup>st</sup> day of November 2022.

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Tania Richardson, City Clerk

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Ronald E. Hutto, Mayor



## Request for Commission Action

**Date:** November 18, 2022

**Requestor:** Taggart Wall, City Manager

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**Action Requested:** Consider Resolution authorizing execution of an agreement between the City of Winfield and Amy Phillips, d/b/a, Events By Amy, regarding the lease of the Main Dining Room and Kitchen at the Baden Square Community Center.

**Analysis:** Ranch House Catering has served as the food service provider and manager of the Main Dining Room and Kitchen at the Baden Square Community Center since October of 2006. Ranch House Catering has indicated their intention to non-renew the lease and retire at the end of December 2022.

The City solicited proposals and received one proposal by deadline. After review, staff recommends consideration of the attached agreement with Amy Phillips.

**Fiscal Impact:** Monthly payments of fees, based on terms within the agreement, are received by the City by the 10<sup>th</sup> of the following month. Amy Phillips/Events By Amy lists the City as an "Additional Insured" on their Certificate of General Liability Insurance.

**Attachments:** Resolution, Lease 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 Amy Phillips, d/b/a Events By Amy, regarding a lease at the Community Center.

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**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 Amy Phillips, d/b/a Events By Amy, regarding the lease of the Main Dining Room and Kitchen of the Community Center, 700 Gary, Baden Square; 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 21st day of November 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

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_ day of November, 2022, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY," and Events By Amy, hereinafter referred to as "EBA."

WHEREAS, CITY is the owner of certain property at 700 Gary, known as the Community Center at Baden Square; and,

WHEREAS, the Community Center has been designated for public use; and,

WHEREAS, these parties desire to execute a lease agreement for food service and dining room management 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 EBA certain space in the Community Center, located at 700 Gary, Winfield, Kansas, known as the Main Dining Room and Kitchen, as designated on the attached exhibit, for its use on the terms and conditions set forth herein. EBA shall procure at its own cost and expense all licenses and permits necessary for carrying out the operation of food service and dining room management as set forth herein.

2. CITY shall provide for the exterior maintenance of the building, including repair and maintenance of the roof, exterior walls, doors and windows, snow removal, yard/landscaping care, and general exterior maintenance.

3. CITY shall provide maintenance and repair for heating, air conditioning, and ventilation system in the facility's physical plant.

4. CITY agrees to provide furnishings and fixtures for the operation of the kitchen and dining areas and replacements therefore as deemed necessary by CITY except for breakage and damage by EBA. Items to be furnished shall include, but not be limited to:

*tables and chairs, serving tables; appliances for food preparation and care; plates; glassware; flatware; cooking utensils; food warmers; public address system; and other incidental items required of a banquet facility.*

EBA shall furnish other items that might be necessary, such as tablecloths, flower vases, candles, clothes for waiters and waitresses, etc. Certain items have been purchased for use for food service as shown on the attached Inventory Exhibit. This lease covers all of said items or their replacements and other items of a similar nature, whether or not specifically itemized.

5. CITY shall pay for all utilities associated with the use of space by EBA in the facility.

6. The parties shall not discriminate against anyone based on race, color, sex, age, national origin or handicap, religion, and disability.

7. The CITY shall provide fire and extended coverage benefits for the building and the contents owned by CITY and commercial general liability for CITY. EBA 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 EBA general liability policy. If

liquor is sold by EBA, EBA also agrees to obtain at a minimum \$500,000 liquor liability insurance. A certificate of insurance shall be filed with the City Manager's office on an annual basis. EBA agrees to obtain insurance coverage for contents (including stock and/or perishable items) 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 EBA shall include a waiver of liability for any such property loss.

8. EBA 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 EBA property caused by the acts of CITY or others under its control for such loss or damage.

9. EBA 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 EBA, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.

10. EBA shall provide all food service, banquet, and dining room management that shall be required to operate the facility. These services shall include, but not be limited to, the following:

- Schedule and calendar all dining room events.
- Order and purchase all food and products related to dining room events.
- Furnish and pay all staff and personnel for operation of dining and kitchen facilities and costs associated with staffing.
- Prepare and serve contracted meals as requested by groups and individuals.
- Clean the tables, kitchen, dining room floor and other areas associated with preparation and food service.
- Ensure adequate paper supplies in restrooms, clean restrooms, and vacuum public access areas before and after all events.
- Ensure all public access areas, including but not limited to the reception area, while not in use or immediate pending use, are clean and all furniture stored in designated areas.
- Bill and collect for all contractual services. The CITY shall not be liable for any unpaid bills.
- Schedule and pay for preventive maintenance and minor repairs required on kitchen equipment and appliances costing less than \$75.00 per month. Major maintenance or repair items over this amount should be referred to the City Manager's Office.
- Pay for all advertising and publicity.

11. EBA agrees to be responsible for care, cleaning and janitorial services for all events scheduled for the space described in this agreement. In accordance with this contract, the CITY agrees to furnish to EBA all paper goods for use in restrooms of said premises. Furthermore, EBA agrees, upon termination of this agreement, to vacate said premises and deliver the same to the CITY in as good a condition as they are now, reasonable wear and tear, and damage by the elements accepted. All of the appliances and equipment shall be in working order both upon commencement and termination or expiration of this lease.

12. EBA shall not engage in any unlawful, illegal or unreasonable conduct 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.

13. EBA shall not lease or sublet any portion of the premises nor assign this lease agreement without the written consent of the CITY, which consent shall not be unreasonably withheld. However, this shall not prevent EBA from allowing the kitchen and dining room to be utilized by a professional

caterer, who would provide service under supervision of EBA.

14. EBA shall be allowed to work with other professional caterers in providing their services in the facility. Other professional caterers, however, shall not be allowed access to the Main Dining Room Kitchen for food preparation without written consent of the City. All professional caterers shall comply with the provisions of this agreement.

15. It is agreed that EBA shall 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.

16. EBA shall promptly pay to CITY each month, for the use of the facilities, fees based on the following criteria:

- 8% of gross meal fees billed for events catered by EBA, less sales tax. Gross fees shall include, but not be limited to, fees billed from professional caterers and other similar items of income.
- 60% of non-refundable deposit for consumption of alcohol. Total rate shall be no less than \$300.00
- 40% of Main Dining Room rental fees billed, less sales tax. Total rate shall be no less than \$225 for 3 hours minimum, \$75/hour per additional hour prior to 12:00 midnight, \$150/hour per additional hour after 12:00 midnight. (Includes access to City-owned Main Dining Room, PA system, tables, and chairs)
- 40% of Main Dining Room set-up fees, less sales tax. Total rate shall be no less than \$50 per 100 participants (Includes arrangement and placing of tables and chairs by EBA)
- 40% of Main Dining Room clean-up fees by EBA, less sales tax Total rate shall be no less than \$100 per 100 participants (Contracting party is responsible for all facility clean-up if event is not catered by EBA. Any function serving alcohol may experience clean-up fees/additional clean-up fees)
- 40% of Table Setting rental fees billed, less sales tax. Total rate shall be no less than \$5.00/table setting (Includes use of a City-owned water glass, 2 carafe per table, a dinner knife/fork/salad fork/spoon, a 10" plate, an 8" plate, a 6" plate, a coffee cup/saucer and dishwashing by EBA)

The first rental payment, for the period beginning January 01, 2023, shall be due on or before the tenth day of February 2023 and on the tenth day of every month thereafter during the term of this lease.

17. Unless sooner terminated pursuant to the provisions herein set forth, the term of this lease agreement is from January 01, 2023 through December 31, 2024.

18. EBA shall have the option to renew this agreement for an additional one-year period by written notice to CITY on or before June 1, 2024. The exact terms and conditions for the renewal shall be renegotiated at the time the option is exercised.

19. It is agreed that the CITY shall establish a policy for the issuance of keys to the building and that EBA shall abide by the terms of said policy. This policy may be amended from time to time but will ensure that EBA shall have accessibility to the kitchen area at all times.

20. The City Manager or his designee 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.

21. The City Manager or his designee may examine the financial reports of EBA dealing with its lease of the facility at any reasonable time and place.

22. The CITY shall establish, and EBA shall strictly follow and comply with, the policies regarding the dining and meeting areas of the facility, and the use thereof. Said policies shall include, but



not be limited to; a priority system for requests of groups and individuals that require event scheduling on the same date; charges to be assessed for events not utilizing food service; alcohol consumption and regulation; scheduling and charges for organizations that share space in the building; and other policies as may be required for the use of the facility. These policies may be amended from time to time by the CITY. CITY shall consult with EBA prior to any amendment.

24. In the event EBA violates any of the covenants and provisions of this lease or fails to make the monthly payments require by this agreement, for a period of 10 days, then the CITY, at its option, may declare the lease at an end and EBA shall forthwith deliver possession of the premises to the CITY.

25. 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 EBA 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 within 60 days, EBA may terminate this Lease. The parties will adjust the rent accordingly. The City will NOT be responsible for any loss of income/wages for such loss of use or required to make space available elsewhere or rebuild existing space.

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

27. 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.

28. EBA 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.

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

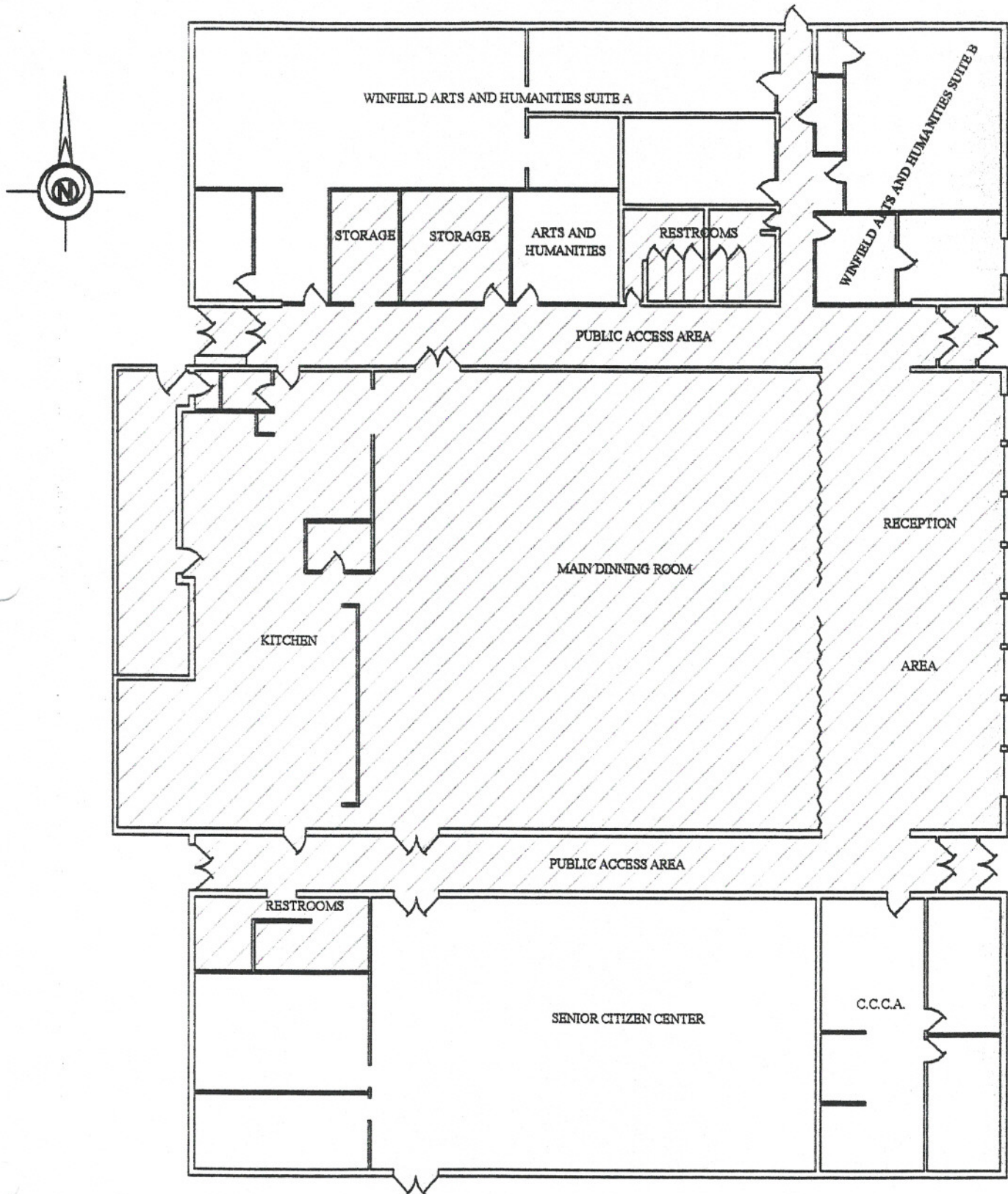
CITY OF WINFIELD, KANSAS

EVENTS BY AMY

\_\_\_\_\_  
Taggart Wall, City Manager

\_\_\_\_\_  
Amy Phillips  
12 Deveron Rd  
Winfield, KS 67156  
620-262-7211 (cell)

# WINFIELD COMMUNITY CENTER 700 GARY STREET





Food Service & Kitchen Inventory-2022  
Winfield Community Center

QUANTITY

DESCRIPTION

<b>CHINA, FLATWARE, STEMWARE</b>	
292	Buffalo Accent Espree Plate, 9"
328	Buffalo Accent Espree Plate, 6 1/4"
330	Buffalo Accent Espree Grapefruit Bowl, 11 1/2 oz.
332	Buffalo Accent Espree Plate, 7 1/4"
323	Buffalo Accent Espree Talisman Cup, 7 oz.
298	Buffalo Accent Espree Cup Saucer
40	Buffalo Accent Espree Monkey Bowl
320	Oneida Scroll Dinner Fork
329	Oneida Scroll Salad Fork
340	Oneida Scroll Restaurant Knife w/wave edge
358	Oneida Scroll Boullion Spoon
300	Oneida Scroll Teaspoon
34	Onieda Scroll Butter Knives
118	Winchester II Stemware, Libbey, #70022 Shaker
60	Anchor 139 Carafe 1 litre
78	Hall 1318 Coffee Mugs
420	Stemware
<b>KITCHEN HARDWARE</b>	
20	Bloomfield MGST2000 Full-size 2 1/2" steam pan
18	Bloomfield MGST2004 Full size 4" steam pan
6	Bloomfield MGST1202 Half size 2 1/2" steam pan
16	Bloomfield MGST1204 Half size 4" steam pan
1	Pelouze YG-425R Scale 25#
1	Pelouze Y-32A Scale
1	Teknor Apex 173724 Cutting Board 18 x 24
15	Advance 18-A-26-X Full size bun/sheet pan (20 from Trinity)
6	13" x 18" Bun/Sheet Pans
6	Wearever 5312 Baking Pan 18 x 26 x 2
1	Wearever 4350 Saucepan 10 1/2 qt.
2	Wearever 4343 Saucepan 3 3/4 qt.
1	Bloomfield 8020 S/S stock pot 20 qt
6	Continental 0302 Crock reddish brown 2.7 qt
6	Rubbermaid 7380 Crock red brown 1.2 qt.
6	Silite 396R Red Ladel 9" 1 oz
6	Continental 4470 Red Brown Spoon
6	Continental 4460 Red Brown Spoon
2	Vollrath 47938 S/S bowl 8 qt



Food Service & Kitchen Inventory-2022  
Winfield Community Center

QUANTITY	DESCRIPTION
1	Bloomfield 1513 S/S bowl 12 qt
1	Cambro PSB-23 Clear Plastic Salad Bowl 23"
2	Silite SB-78 Clear Plastic Salad Bowl 18"
2	Silite SB-72 Clear Plastic Salad Bowl 12"
2	Wearever 4605 Strainer
19	Cambro 1826-CT Serving Trays
60	1418ff serving tray
5	Peacock thermos coffee pot
2	Round Chafers
5	6" Steam Pans
6	Chaffing dishes
	<b>KITCHEN EQUIPMENT</b>
1	Hobart #A-200 Mixer w/paddle and whip
1	Hobart 20 qt Mixing Bowl
1	Hobart 20 qt Mixing Bowl
1	Hobart Dough Hook, Whip, Blade
2	20 pan baking carts
1	Rubbermaid 3355 Utility Cart
2	Rubbermaid 3355 Utility Cart w/trash & silver container
2	Rubbermaid 7802 High Chair
4	Rubbermaid 2650 Waste Receptacle Dolly
4	Rubbermaid 2655 Waste Receptacle 55 gal.
1	Scotsman Ice Machine
1	Scotsman Storage Bin
16	SS shelves, 24 x 60
16	SS posts
3	Metal shelf units
1	Metal office desk
1	McCall reach-in freezer w/adj shelves
1	McCall reach-in freezer
1	Hobart Dish Machine
1	ChillAir Walkin Refrigerator
3	Blodgett Stack Ovens
1	Koch reachin 4 door refrigerator
1	Koch reach thru 4 door refrigerator
1	Koch reach thru 4 door warmer
2	SouthBend Oven -grill
1	SouthBend Oven -cooktop



Food Service & Kitchen Inventory-2022  
Winfield Community Center

QUANTITY	DESCRIPTION
2	Imperial Fryer #1FS40
1	SECOMatic Steam Table DME6SS
1	Groen D230 50-qt steam kettle
1	Groen TDC 10-qt steam kettle
1	8-door SS china shelf 12' long
1	SS 2-sided cabinet w/shelf 8' long
1	SS cabinet w/butcher block, drawers, bins
1	SS salad counter-3 drawer w/pot hanger, knife storage, can opener
1	SS bakery counter-3 drawer w/butcher block 8' long
1	SS storage cabinet-2 shelf w/can opener, 6' long
1	WS Welshimer 10' SS counter, 3 drawer w/pot hangar
1	SS Pot rack, 4' long
<b>DISHWASHER EQUIPMENT</b>	
2	US Mat & Rubber Chefs Best Dish Room Mat-Maint Shop
2	AMCO P6200 Silver Rack
7	AMCO P1700 Multi-Purpose Rack
26	Silite c-256 glass rack
4	Rahburn glass rack dolly w/handle
12	Hodges P215 coffee cup rack
6	Blue Wire coffee cup rack
4	SS silver ware rack
5	Multi purpose dish rack
13	Robun 7201 silverware container
24	Silite 35 silverware container
4	4" bus tub
3	6" bus tub
<b>DINING ROOM EQUIPMENT</b>	
91	Virco # 168 Folding Chair
47	Folding Chair
1	Virco CT6072 Chair Caddy
20	30 x 72 table
14	30 x 96 tables
32	60" round table
8	Samsonite #7211-0248, 30 x 48 table
300	Wine Chair
1	King Aurther TT-6, 30 x 72 table truck
1	King Aurther TT-6, 30 x 72 table truck



Food Service & Kitchen Inventory-2022  
Winfield Community Center

QUANTITY	DESCRIPTION
1	King Aurther RT1, 60" Round table truck
1	King Aurther RT1, 60" Round table truck
2	Chair truck VMSCT789
1	3 x 5 US flag
1	Hoover Commercial vacuum
1	Hoover SteamVac
1	Dance Floor (64 panels, 32 trim, 3 caddies)
<b>AUDIO/VISUAL EQUIPMENT</b>	
1	Telex Pro Star hand held mike #UR12N2
1	Telex Pro Star lapel mike #12L
1	Radio Shack hand held mike
1	Peavey EQ31FX Equalizer
4	Peavey Impulse 200 Speakers
2	#12/100' cables
2	#12/50' cables
1	Juice Goose
1	Audio Technica #AT857QML condensor mike
1	Mike stand with boom
1	Projector cart
1	Acrosonic (Baldwin) piano
2	Mike stand, DS-3
4	Mike plug, A3M, 3 pin, XLR (male
4	Mike plug, A3F, 3 pin XLR (female)
2	Microphone, Sure 588SD
1	Soundmate (TELEX) Transmitter #ST200 with 4 listening devices



## 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.

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**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 21st day of November 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



## 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 "Premises" 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' or the entirety of the building. See Exhibit A
2. 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.

Any subsequent improvements or alterations to the Premises initiated by WILI shall be the full responsibility of WILI and WILI shall bear the cost and obligation for payment for any such alterations or improvements. WILI shall insure that no liens result or attach to the building as a result of any such alterations or improvements.

3. 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 be responsible for maintenance of the Premises.
4. City agrees, at its expense, to furnish utilities associated with the use of space by WILI in the facility.
5. WILI agrees that they are responsible for care and cleaning of the leased space.
6. 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.

7. 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.
8. 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.
9. 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.
10. WILI will not engage in any unlawful, illegal, or unreasonable conduct, 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.
11. WILI shall not sublet any of the premises nor assign this lease agreement without the written consent of CITY.
12. In the event WILI ceases to operate an annual lighting exhibition it may cancel the Lease by giving 30 days notice to the City, after which time the Lease will be canceled and neither party shall have any further obligations under the terms of this agreement, notwithstanding any remaining consideration due to the City from WILI per section 19 of this agreement.
13. 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 shall either promptly rebuild or repair the building to the reasonable satisfaction of WILI, or terminate the Lease at which point each of the parties will be released from any further obligations under the term of the Lease with respect to payment of the \$10,000 capital improvement payment coming thereafter.
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

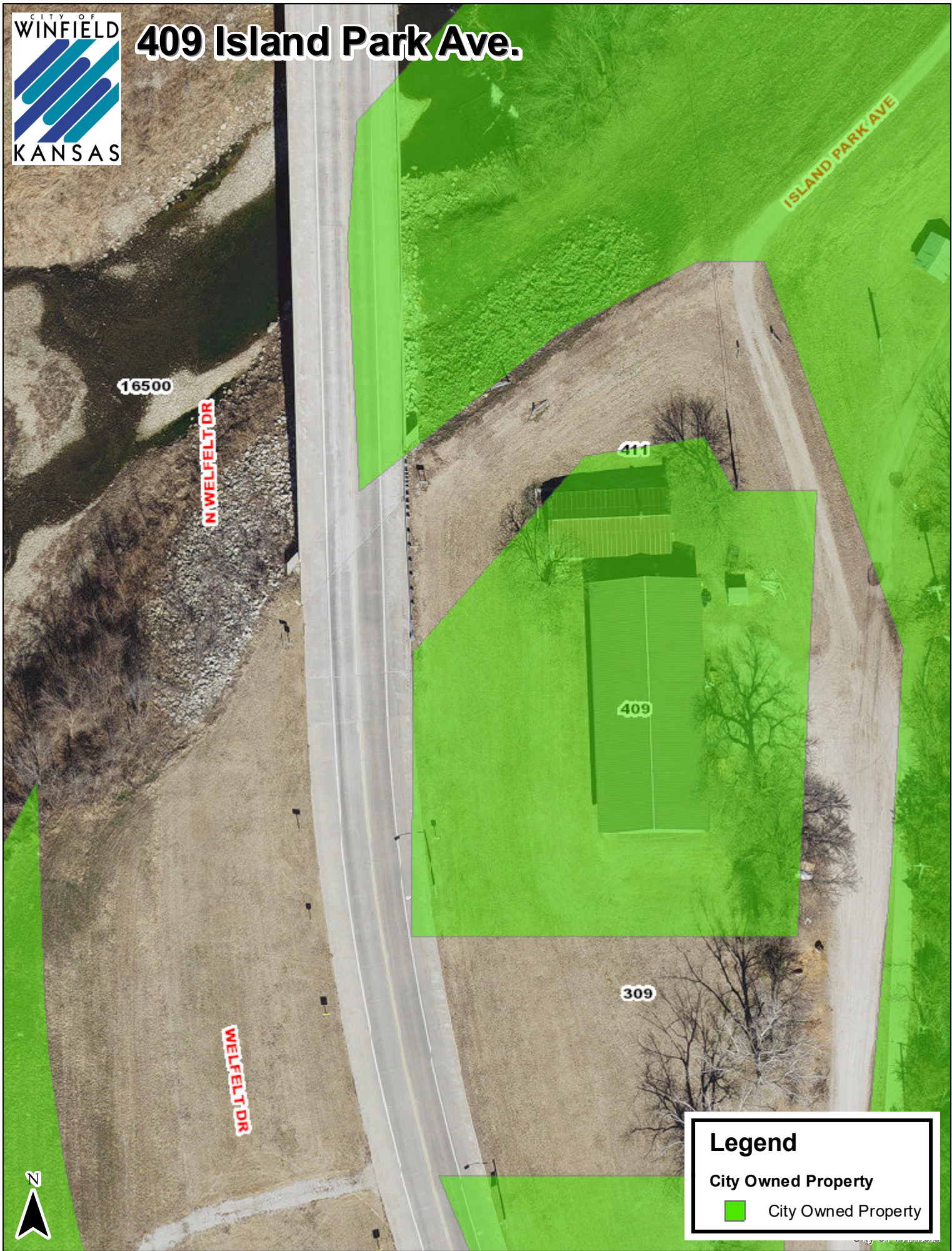
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Rusty Zimmerman, President  
PO Box 111  
Winfield KS 67156





# 409 Island Park Ave.



## Legend

City Owned Property



City Owned Property





## Council Action Advised by November 30, 2022

To: Mayors, City Managers, and City Clerks

Re: DESIGNATION OF REPRESENTATIVE AND ALTERNATES  
Kansas Power Pool Annual Member's Meeting – December 9, 2022

To vote at the Kansas Power Pool Annual Member's Meeting, each member city must designate a representative, and one or more alternates authorized to act in the absence of the designated representative, to serve on the Kansas Power Pool's Membership Committee ("Committee"). Each member city's designated representative to the Committee is considered a "voting member." By virtue of a member city designating a representative on the attached Voting Delegate Form, a member city is directly selecting said representative and alternate(s) to serve on the Committee, with the understanding that the Kansas Power Pool's Board of Directors are selected from this Committee pursuant to K.S.A. 12-891, and as specified in the Kansas Power Pool's First Amendment to the Agreement Creating. Designated representatives and alternate(s) who might serve on the Board are therefore selected by a member city and subject to removal from the Board of Directors by a member city's governing body (unless they are an elected member of said governing body). Each member city has only one voting member for purposes of actions taken by the Committee. Furthermore, each voting member is entitled to one vote of equal weight through its representative or alternate in any vote of the Committee.

The following procedures are intended to ensure the integrity of the voting process at the Annual Member's Meeting. Please complete the attached Voting Delegate form and return it to the Kansas Power Pool office no later than November 30, 2022. This will allow us time to establish voting delegate/alternate records prior to the Annual Member's Meeting.

1. Action by City Council Required. Consistent with the Kansas Power Pool's Operating Agreement, each member city must designate a representative, and one or more alternates, to represent the member city. ***The governing body of each member city must appoint their representative and alternate(s).*** Appointment of the member city's representative and alternate(s) cannot be accomplished by individual action of the mayor or city administrator. The member city's city clerk or mayor must sign the Voting Delegate form attesting that the city's representative and alternate(s) were properly selected by the member city's governing body.
2. Annual Member's Meeting Registration Required. The representative and alternate(s) must register for the Annual Member's Meeting. To register, go to the Kansas Power Pool Website at [www.kpp.agency](http://www.kpp.agency). Registration is now open. In order to cast a vote, at least one voter must be present at the Annual Member's

Meeting and in possession of the voting delegate card. Voting delegate cards will be issued at the registration desk on the day of the meeting.

3. Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may only be transferred freely between the member city's designated representative and alternate(s). If a member city's designated representative and alternate(s) find themselves unable to attend the Annual Member's Meeting, they may not transfer the voting card to another city official.

Once again, thank you for completing the Voting Delegate form and returning it to the Kansas Power Pool office by November 30, 2022. If you have questions, please contact Brooke Carroll at 620-205-6838 or [bcarroll@kpp.agency](mailto:bcarroll@kpp.agency).



## VOTING DELEGATE FORM

Please complete this form and return it to the Kansas Power Pool office by **November 30, 2022**. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located at the Annual Member's Meeting Registration Area. **Each member city's governing body may designate one representative and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly) and serve on the Membership Committee (thereby being eligible to serve on the Kansas Power Pool's Board of Directors), a member city's representative and alternate(s) must be directly selected by the member city's governing body. **The city clerk or mayor must sign below to affirm that the city's representative and alternate(s) were properly selected by the member city's governing body.**

### 1. REPRESENTATIVE – VOTING DELEGATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### 2. ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### 3. ALTERNATE (Optional)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST: I affirm that the information provided reflects the action taken by the city's governing body to designate the above-named persons.**

City: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Mayor or City Clerk: \_\_\_\_\_  
(circle one) (signature)

Date: \_\_\_\_\_

Kansas Power Pool  
Attn: Brooke Carroll  
100 North Broadway, Suite L110  
Wichita, KS 67202  
bcarroll@kpp.agency