

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, December 05, 2022
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Ronald E. Hutto
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, November 21, 2022

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 22127 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an amendment to an Interlocal Agreement between the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, providing for countywide economic development services.

OTHER BUSINESS

- Executive Session pursuant to the consultation with the City Attorney matter exception
- Executive Session pursuant to the non-elected personnel exception

ADJOURNMENT

-Next regular work session 4:00 p.m. Thursday, December 15, 2022.
-Next regular meeting 5:30 p.m. Monday, December 19, 2022.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
November 21, 2022

The Board of City Commissioners met in regular session, Monday, November 21, 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; Tania Richardson, City Clerk; and William E. Muret, City Attorney. Other staff member present was Patrick Steward, Director of Public Improvements.

City Clerk Richardson called roll and noted all Commissioners present.

Commissioner Thompson moved that the minutes of the November 7, 2022 meeting be approved. Commissioner Butters seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

Mayor Hutto noted there were no citizens present to bring business to the Commission.

NEW BUSINESS

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. City Manager Wall explains this Resolution authorizes 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. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 22125 was adopted and numbered Resolution No. 10522.

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. City Manager Wall explains this Resolution authorizes an agreement for the lease of a building at Island Park for use by Winfield Isle of Lights. Commissioner Thompson moved to approve the agreement, contingent upon attorney approval. Commissioner Butters seconded the motion, all Commissioners voting aye, Bill No. 22126 was adopted and numbered Resolution No. 10622.

OTHER BUSINESS

-Consider Voting Delegates for the Kansas Power Pool Annual Meeting December 9, 2022. Commissioner Butters moves to appoint Gus Collins as voting delegate and Taggart Wall as Alternate. Motion seconded by Commissioner Thompson, all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:34 p.m.

Signed and sealed this 2nd day of December 2022.

Signed and approved this 5th day of December 2022.

Tania Richardson, City Clerk

Ronald E. Hutto, Mayor



Request for Commission Action

Date: December 5, 2022

Requestor: Taggart Wall, City Manager

Action Requested: Consider Resolution authorizing amendment to the interlocal agreement for the provision of countywide economic development services between the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, providing for countywide economic development services.

Analysis: The city has partnered together with other agencies/organizations in the county for the provision of countywide economic development services. The amendment provided provides for a one year extension to the current agreement and allows for the county administrator to serve as an appointment on the Coordinating Council and Advisory Committee.

Fiscal Impact: The current agreement calls for \$45,000.00 in funding from the City of Winfield.

Attachments: Resolution, Amendment, Original Agmt

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an amendment to an Interlocal Agreement between the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, providing for countywide economic development services.

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 an amendment to an Interlocal Agreement between the by the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, providing for countywide economic development services; a copy of which is attached hereto and made a part hereof.

Section 2. Prior to its entry into force, this Interlocal Agreement, made pursuant to K.S.A. 12-2901 et seq., shall be approved by the Kansas Attorney General and registered with the Cowley County Register of Deeds, as well as the Kansas Secretary of State.

ADOPTED this 5th day of December 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Governing Body action: _____
Taggart Wall, City Manager

EXTENSION AND AMENDMENT OF
INTERLOCAL COOPERATION AGREEMENT
FOR THE PROVISION OF
COUNTYWIDE ECONOMIC DEVELOPMENT SERVICES

This extension and amendment to the Interlocal Cooperation Agreement heretofore entered on the ___ day of December 2022, by the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, All parties to this amendment shall be known by the identifiers given in the original agreement.

WHEREAS, said original agreement, dated June 17, 2017, was found to be and approved by the Attorney General of the State of Kansas as an Interlocal Agreement, properly entered into pursuant to K.S.A. 12-2901, et seq.; and

WHEREAS, pursuant to Section IV of said Interlocal Agreement, the agreement allows for its extension of three years beyond the initial term which concludes on December 31, 2022, and in Section VII provides for amendments to the Agreement to be made in writing; and

WHEREAS, all parties to the agreement, desire to extend the agreement for an additional one-year period of time with review of the agreement prior to December 31, 2023 and

WHEREAS, Section II of the Agreement provides for a Coordinating Council and Economic Development Advisory Committee, the County Administrator has been appointed as a member of the Coordinating Council and Advisory Committee.

NOW, THEREFORE, it is agreed by and between the parties hereto the Interlocal Cooperation Agreement for the Provision of Countywide Economic Services dated June 20, 2017, be and it is hereby extended for a period of one year pursuant to Section IV of said agreement from December 31, 2022 to December 31, 2023 and amended to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee.

All other provisions of the Agreement shall remain in full force of the fact, except as specially modified herein.

ARKANSAS CITY MAYOR

ATTEST:

ARKANSAS CITY CLERK

WINFIELD MAYOR

ATTEST:

WINFIELD CITY CLERK

CHAIRMAN OF THE BOARD OF
COWLEY COUNTY COMMISSIONERS

ATTEST:

COWLEY COUNTY CLERK

COWLEY COLLEGE PRESIDENT

ATTEST:

BOARD SECRETARY COWLEY COLLEGE

RCB PRESIDENT

ATTEST:

Clerk

UNION STATE BANK
CHAIRMAN AND CEO

ATTEST:

Clerk

The foregoing extension and amendment to the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Economic Development Agency 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

**Interlocal Cooperation Agreement
For The Provision of
Countywide Economic Development Services**

This Interlocal cooperation agreement hereinafter referred to as the **Agreement** is made and entered into this 20 day of June 2017 by and between **Cowley County, Kansas**, a governmental subdivision of the State of Kansas organized and existing under the laws of the State of Kansas and hereinafter referred to as "**County**"; 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**"; the **City of Winfield, Kansas**, a municipal corporation organized under the laws of the State of Kansas and hereinafter referred to as "**Winfield**" and **Cowley College**, an institution of higher education operating under the laws of the State of Kansas and hereinafter referred to as "**College**", and various agencies within Cowley County collectively referred to as "**Business Partners**" that are officially represented by RCB Bank and Union State Bank.

PURPOSE

The purpose of this agreement is to provide a legal foundation for "Cowley First: Cowley County Economic Development Partnership" and hereinafter referred to as **Cowley First**. Cowley First is a collaborative countywide economic development program to preserve and enhance the economic and business vitality of Cowley County, Kansas including the communities within it. Under this agreement, County will maintain and coordinate the Cowley First program and will otherwise undertake activities which either create jobs or increase the economic vitality of Cowley County through expanded residency or business investment as more fully described below.

WHEREAS, PURSUANT TO THE AUTHORITY OF K.S.A. 12-2901 ET. SEQ., THE PARTIES AS PUBLIC AND PRIVATE AGENCIES HAVE THE AUTHORITY TO ENTER INTO THIS INTERLOCAL AGREEMENT, AND EACH SHALL HAVE THOSE POWERS, DUTIES AND FUNCTIONS AS SET FORTH IN SAID STATUTES AND AS OTHERWISE ALLOWED BY LAW.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN COUNTY, ARKANSAS CITY, COLLEGE, WINFIELD, AND BUSINESS PARTNERS AS FOLLOWS:

SECTION ONE

Retention of County To Maintain & Coordinate the Cowley First Program.

The parties to this agreement do hereby retain County for the purposes of maintaining and coordinating the Cowley First program consisting of paid staff and collaborative efforts with participating member organizations to support and promote the economic development of Cowley County. County will retain and/or assign staff and coordinate the collaborative efforts of participating members to operate the program and to ensure that the responsibilities of the Cowley First program are carried out in an efficient and effective manner to the extent of the resources provided under this agreement. County shall through a combination of paid staff and

collaborative efforts with participating member organizations maintain and coordinate the Cowley First program to foster and achieve the following:

1. To maintain a business climate conducive to the expansion and retention of existing businesses and industry within Cowley County. Maintain regular contact with firms within the communities, industrial parks and county to determine if there are opportunities with which the program might assist.
2. To promote, support and encourage creative local entrepreneurship, business incubation & small business development efforts to stimulate the start up of new businesses and industrial enterprises in the county that will import wealth into the local economy. To work with local school districts, universities, & community leaders to create entrepreneurship education programs & to enhance the local entrepreneurship culture.
3. To work with program partners to strengthen the quality and quantity of the local workforce.
4. To undertake targeted business recruitment efforts and to provide information and coordinate site visits for firms that might wish to investigate Cowley County as a desirable location in which to locate a new business operation. This activity will include:
 - a. responding to requests for assistance from the Kansas Department of Commerce as well as parties to this agreement
 - b. maintaining a high quality Cowley County Economic Development program website
 - c. developing, printing and distributing information pertinent to attracting new business and industrial firms to the county
 - d. providing a point of contact for phone calls, faxes, email, letters and personal visits relating to economic development
5. To encourage rural development through the expansion of tourism activities and initiatives in agritourism.
6. To assist community partners in their efforts to implement quality of life initiatives and efforts to enhance community appeal.
7. To work with program partners to formulate and execute strategic & long-range plans to enhance the economic viability and quality of life in Cowley County.

SECTION TWO

Program Governance

1. **Coordinating Council:** A nine (9) member Coordinating Council composed of a representative from each of Arkansas City, College, County, Winfield, RCB Bank, and Union State Bank, the Strother Field Commission, with two additional selected at-large representatives appointed by the permanent members of the Coordinating Council, will make up the Coordinating Council and shall act as an Executive Committee for the Cowley First program. The Coordinating Council, by mutual agreement, may amend the membership of the Council to adapt to program priorities and changing circumstances.

2. **Economic Development Advisory Committee:** To advise and assist County in maintaining and coordinating the Cowley First program a Cowley County Economic Development Advisory Committee shall be appointed. The Advisory Committee shall consist of the members of the Coordinating Council and one representative selected by each participating member organization listed below. The Coordinating Council, by mutual agreement, may amend the membership of the Economic Development Advisory Committee from time to time to reflect program priorities and to adjust to changing circumstances.

1. Arkansas City Area Chamber of Commerce
2. Ark City Industries
3. Southwestern College
4. Strother Field
5. Winfield Area Chamber of Commerce
6. Winfield Economic Development
7. At-Large Rural Eastern Cowley County – Selected by Advisory Committee
8. A-Large Rural Northern Cowley County – Selected by Advisory Committee
9. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
10. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
11. At-Large General Member – Selected by Advisory Committee
12. At-Large General Member – Selected by Advisory Committee
13. At-Large General Member – Selected by Advisory Committee

SECTION THREE

Reports and Funding

County will provide quarterly reports to the parties to this agreement and the participating member organizations on the activities and accomplishments under this agreement as well as the expenses for operation of Cowley First. It will also provide an annual report to the parties in May along with its request for funding for the following year's operation.

The Cowley First Director shall, each year, develop a budget setting forth the anticipated fiscal requirements of Cowley First and the anticipated revenues to defray those expenses. It shall submit the budget to the Coordinating Council each year for review and approval. Upon approval of the budget by the parties of this agreement, the cost of the budget not offset by other revenues shall be split equally between County, Arkansas City, Winfield and Business Partners. Funds received from College will be credited toward balance due by Business Partners. In

determining the cost share of the budget the parties may consider the provision of office equipment, shared staff and other in-kind support as a part of its contribution to the operation of Cowley First.

Payments to County shall be made quarterly in advance. In administering the budget of the program, County shall handle all disbursements and expenses in accordance with its normal accounting and disbursement procedures and will maintain sufficient records to determine the expenses incurred in fulfilling its responsibilities under this agreement.

SECTION FOUR

Term of Agreement, Termination.

This agreement shall operate from and after the date first above written until December 31, 2022. This agreement may be extended for an additional three (3) year period upon approval of all parties to the agreement. Any of the parties hereto may withdraw from this agreement by giving the other parties and the Coordinating Council written notice. Any party so withdrawing from this agreement by August 25th shall be obligated to pay its proportionate share as set forth in Section Three for the remainder of the calendar year. Any party so withdrawing from this agreement after August 25th shall pay its proportionate share for the remainder of the adopted budget year(s) following the date of notice of withdrawal from this agreement. The agreement may also be terminated by mutual agreement of all parties to the agreement. Upon termination, all assets and liabilities of Cowley First shall be identified and a closure agreement shall be negotiated by all parties and each will assume an equal share of the value and liability of the program or some other share if mutually agreed upon by all parties.

SECTION FIVE

Approval and Authorization

The Arkansas City, County, College, Winfield, and Business Partners as officially represented by RCB Bank and Union State Bank 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 agreement constitutes a legal, valid and binding obligation upon Arkansas City, College, County, Winfield, and Business Partners in accordance with its terms.

SECTION SIX

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 addresses:

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

Cowley County
Board of County Commissioners
311 E. 9th Avenue
Winfield, KS 67156

Cowley College
President
125 S. Second Ave.
Arkansas City, KS 67005

RCB Bank
President & CEO
P.O. Box 545
Winfield, KS 67156

Union State Bank
Chairman & CEO
P.O. Box 928
Arkansas City, KS 67005-0928

SECTION SEVEN

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 EIGHT

Binding Effect

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

SECTION NINE

Applicable Law

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

SECTION TEN

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 ELEVEN

Severance

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever by 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 TWELVE

Effective Date

This agreement shall take effect on the date first written above 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.

SECTION THIRTEEN

Sole and Only Agreement

This agreement constitutes the entire and total agreement by and between the parties hereto with respect to the subject matter hereof, and as such it hereby supersedes any and all prior agreements, negotiations or discussions pertaining thereto.

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Duane L. Oestmann, Mayor
City of Arkansas City

Lesley A. Shook, Arkansas City City Clerk

Reviewed and approved for form by:

Tamara Niles, Arkansas City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Brenda Butters, Mayor
City of Winfield

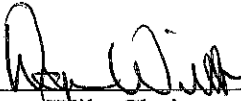
Brenda Peters, Winfield City Clerk

Reviewed and approved for form by:

William E. Muret, Winfield City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

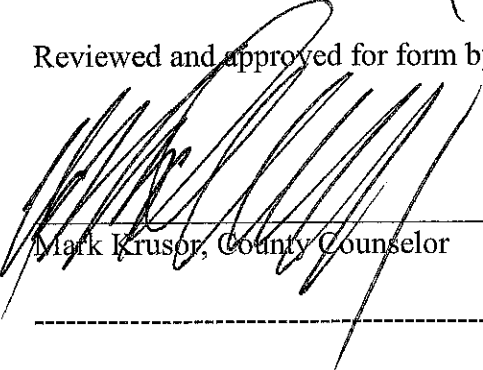


Wayne Wilt, Chairman
Cowley County Board of Commissioners



Karen D. Madison, County Clerk

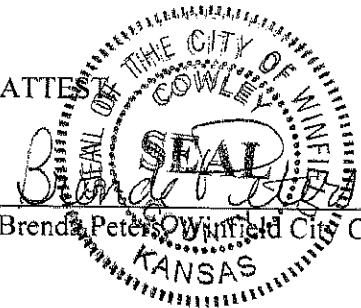
Reviewed and approved for form by:



Mark Krusor, County Counselor

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST

The seal is circular with a double-line border. The outer ring contains the text "SEAL OF THE CITY OF WINFIELD" at the top and "KANSAS" at the bottom. The inner ring contains "COWLEY COUNTY". In the center, the word "SEAL" is written in a stylized font. A signature, "Brenda Peters", is written across the seal.

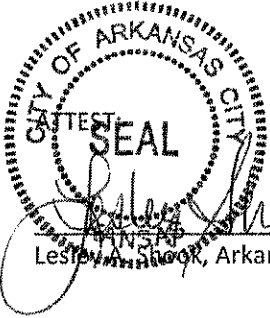
Brenda Peters, Winfield City Clerk

Brenda Butters
Brenda Butters, Mayor
City of Winfield

Reviewed and approved for form by:

W E Muret
William E. Muret, Winfield City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.



Lesley [Signature], Arkansas City City Clerk

Duane L. Oestmann, Mayor
City of Arkansas City

Reviewed and approved for form by:

Tamara Niles, Arkansas City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:



Dr. Dennis Rittle, President
Cowley College

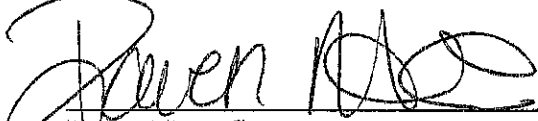

Tiffany Vollmer, Board Clerk

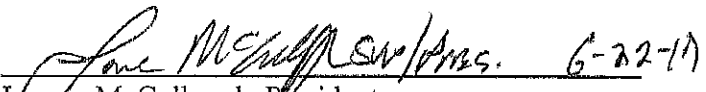
Reviewed and approved for form by:


Davis W. Andreas, Board Attorney

~~IN WITNESS WHEREOF~~, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:


Raven Nuss, Secretary

 SW/AMS. 6-22-17
Lonnie McCullough, President
RCB Bank

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:


Eric Kurtz, President & CEO
Union State Bank


David Marshall, Secretary

The foregoing interlocal cooperation agreement for the creation and participation in the Cowley County Economic Development Agency is hereby approved in accordance with KSA 12-2901 et seq. on this _____ day of _____, 2017.

Derek Schmidt, Attorney General, State of Kansas