

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, March 20, 2023
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Gregory N. Thompson

ROLL CALL.....City Clerk, Tania Richardson

MINUTES OF PRECEDING MEETING.....Monday, March 06, 2023

PROCLAMATION

- Proclaiming the week of April 2nd – 8th, 2023 as Spring Beautification Week

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2315 – An Ordinance – Authorizing execution of the Natural Gas Prepay Participation Agreement with the Kansas Municipal Gas Agency and all other necessary documents with respect thereto and providing for the pledge of the revenues of the natural gas utility system of the City to secure such agreement.

Bill No. 2316 – An Ordinance – Amending Chapter 70 of the revised ordinances of the City of Winfield, Kansas relating to the establishment of a sidewalk improvement rebate program.

Bill No. 2317 – A Resolution – Establishing a sidewalk improvement rebate program for the City of Winfield, Kansas by the adoption of Section 70-50 of the Municipal Code.

Bill No. 2318 – A Resolution – Amending the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas, regarding the establishment of fees for a sidewalk reimbursement program.

Bill No. 2319 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas to enter into an agreement for automated payment equipment and related professional services, regarding permit fee collections at the Winfield City Lake.

Bill No. 2320 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a proposal for professional services between Southwest Electric Co., Tulsa, Oklahoma and the City of Winfield, Kansas, regarding transmission and distribution substation and switchgear maintenance and inspection.

Bill No. 2321 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Midwest Moos, Inc.)

Bill No. 2322 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Pro)

Bill No. 2323 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas to execute the Municipal Water Conservation Plan for the City of Winfield, Kansas, regarding long term water use efficiency and drought response.

OTHER BUSINESS

- Consider CMB License Application for Midwest Moos, Broadway Complex
- Consider CMB License Application for Old Skool Productions

ADJOURNMENT

-Next regular Work Session 4:00 p.m. Monday, April 03, 2023 at the Chamber of Commerce.
-Next regular meeting 5:30 p.m. Monday, April 03, 2023.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
March 6, 2023

The Board of City Commissioners met in regular session, Monday, March 06, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Brenda K. Butters and Ronald E. Hutto 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 Gus Collins, Director of Utilities; Jerred Schmidt, Director of Information Services; and Stacy Michener, Community Development Coordinator/Planner.

Mayor Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the February 21, 2023 meeting be approved as presented. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARING

-Consider determination that the structures at 320 Iowa St. are unsafe and/or dangerous, and ordering said structure(s) to be repaired or removed in ninety (90) days. Mayor Thompson opened a public hearing to consider condemnation of the structures at 320 Iowa St. With no citizens present to speak, Mayor Thompson closed the public hearing.

BUSINESS FROM THE FLOOR

-April Cahill, 1306 E 6th Ave, appeared to inquire about chickens in Winfield.

-Warren Etheridge, 312 Cedar Lane Dr. appeared to inquire about the Ordinances in his neighborhood

NEW BUSINESS

Bill No. 2312 – A Resolution – Setting forth findings that the structure(s), A house on a tract of land legally described as: West 93 feet of Lot 10, Block 16, Highland Park Addition to the city of Winfield, KS Commonly known as 320 Iowa St. Recorded in Book 0849 page 0099, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in ninety (90) days. Community Development Coordinator/ Planner Michener explains that the property has been deemed unsafe for human occupancy by the Building Inspector. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2312 was adopted and numbered Resolution No. 1223.

Bill No. 2313 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement for transportation services between the City of Winfield and Enable Gas Transmission, LLC., Oklahoma City, Oklahoma, regarding natural gas transmission services. Director of Utilities Collins explains this Resolution will renew the EGT/City of Winfield Power Plant Gas Transmission contract. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2313 was adopted and numbered Resolution No. 1323.

Bill No. 2314 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a First Amendment to an Indefeasible Right of Use Agreement for the use of certain dark fibers between the City of Winfield and Kansas Fiber Network, LLC, Kansas. Director of Information Services Schmidt explains this will approve an amendment to the Indefeasible Right of Use (IRU) agreement with Kansas Fiber Network, LLC to include Lowell Elementary and Whittier Elementary schools and allow for redundant connections to most USD 465 buildings. The increase of \$13,579.00 to the IRU will be billed to USD 465 on completion of the project. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2314 was adopted and numbered Resolution No. 1423.

OTHER BUSINESS

-Consider KMEA Board of Director appointments. Commissioner Hutto made a motion to appoint Gus Collins as Director 1, Taggart Wall as Director 2, and Gregory N. Thompson as alternate. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

ADJOURNMENT

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

Signed and sealed this 14th day of March 2023.

Signed and approved this 20th day of March 2023.

Tania Richardson, City Clerk

Gregory N. Thompson, Mayor

PROCLAMATION

WHEREAS, the citizens of the City of Winfield are desirous of making our community a better place in which to live, work and play; and,

WHEREAS, a clean environment is conducive to the health and welfare of all citizens; and,

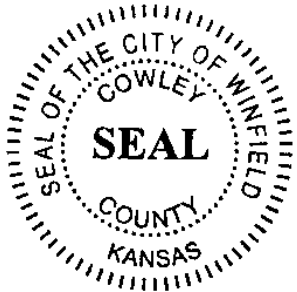
WHEREAS, the appearance of Winfield reflects the quality of life enjoyed in our residential, educational, business, and industrial pursuits; and,

WHEREAS, "Project Beauty" is encouraging and promoting active participation of individuals and groups in community beautification projects.

NOW, THEREFORE, I, Gregory N. Thompson, Mayor of the City of Winfield, Kansas, do hereby proclaim April 2nd through April 8th, 2023, as:

SPRING BEAUTIFICATION WEEK

in Winfield and request the cooperation of all citizens to do their part to improve the appearance of Winfield and to encourage others to do likewise.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 20th day of March 2023.



Gregory N. Thompson, Mayor

ATTEST:



Tania Richardson, City Clerk



Request for Commission Action

Date: March 13, 2023

Requestor: Gus Collins, Director of Utilities

Action Requested: Staff is requesting that the City Commission once again, consider approval of an ordinance and an agreement with KMGa to participate in a Prepay Participation Agreement. The market is favorable at this time.

Analysis: Basically, the terms are as follows:

- The MMGA administration fee is .04 cents (initially was at .05 cents).
- The initial five-year period discount is at least .35 cents (but projected at .40 cents).
- Minimum discount for future pricing (After the first five years it set at least .23 cents. The start of delivery under this prepay is projected to be in the fall of 2023. The delay provides the best opportunity for the City based on the market conditions at this time.
- Recommend 50% to maximize the discount of projected usage (historical report attached).

Note: this percentage cannot change during the 30-year period of the bond issue. If the .33 cent discount is not met, the city can opt out of this agreement. Projected savings at previous rates and/or a .33 cent and 50% volume is approximately \$93,000 discount annually.

Staff is recommending proceeding with the approval of agreement i.e. Prepay Participation Agreement to KMGa. City Attorney Muret has reviewed and offered a few comments. Basically, Mr. Muret concurs that the ordinance is fine. Staff recommends approval.

Fiscal Impact: Savings in cost of Natural Gas on an annual basis for the next 30 years.

Current estimate of savings based on today's pricing and today's usage for our City is approximately \$93,000 annually.

Attachments: Spreadsheet Included

(First published in Cowley Courier Traveler on Saturday, March 25, 2023)

BILL NO. 2315

ORDINANCE NO. 4195

AN ORDINANCE AUTHORIZING EXECUTION OF THE NATURAL GAS PREPAY PARTICIPATION AGREEMENT WITH THE KANSAS MUNICIPAL GAS AGENCY AND ALL OTHER NECESSARY DOCUMENTS WITH RESPECT THERETO AND PROVIDING FOR THE PLEDGE OF THE REVENUES OF THE NATURAL GAS UTILITY SYSTEM OF THE CITY TO SECURE SUCH AGREEMENT.

WHEREAS, pursuant to an Interlocal Cooperation Agreement, certain Kansas Municipalities have joined together under the provisions of K.S.A. 12-2901 *et seq.* (the "Act"), to organize and create the Kansas Municipal Gas Agency ("KMGA"); and

WHEREAS, KMGA has created a Natural Gas Prepay project (the "Project") for the purpose of providing an economic means of a long-term natural gas acquisition for the mutual benefit of its members participating in the Project (the "Project Participants"); and

WHEREAS, the City of [insert name], Kansas (the "City") is a member of KMGA and the City desires to participate in the Project and receive the economic benefit associated with the Project; and

WHEREAS, KMGA will act on behalf of the Project Participants to enter into a Natural Gas Supply Agreement with the Minnesota Municipal Gas Agency; and

WHEREAS, the City and KMGA will enter into a Natural Gas Prepay Participation Agreement to effect the delivery of natural gas to the Project Participants and provide management services related to the Project; and

WHEREAS, K.S.A. 12-825j authorizes the City to enter into contracts with any person, firm, corporation or other municipality for the acquisition of natural gas upon such terms as may be deemed necessary and reasonable by the governing body of the City; provided such contracts shall not exceed a period of forty years and shall not be payable by the levy of any tax.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF [INSERT CITY], KANSAS:

SECTION 1. It is hereby deemed advisable and in the best interest of the City that the City participate in the Project.

SECTION 2. The Mayor and City Clerk are hereby authorized to execute the Natural Gas Prepay Participation Agreement on behalf of the City (the "Participation Agreement") substantially in the form presented to the governing body this date.

SECTION 3. The revenues of the natural gas utility system of the City (the "System") are hereby pledged for the repayment of the obligations of the City under the Participation Agreement.

SECTION 4. The City agrees to fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce revenues sufficient to enable the City to have reasonable and adequate funds available for its proportionate and allocable share of costs associated with the Project as set forth in the Participation Agreement.

SECTION 5. The City Clerk and other officials of the City are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

SECTION 6. This Ordinance shall be in force and take effect from and after its adoption and publication once in the official newspaper of the City.

ADOPTED by the Governing Body of the City of Winfield, Kansas, on March 20, 2023.

(Seal)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



KMGA

Prepay Gas Supply Project





Prepay Gas Supply Option

“Prepay” – a misnomer

- Cities/KMGA do not prepay for the natural gas
- Cities/KMGA will pay as we go
- Bonds will be issued by 3rd party to prepay for the gas





Prepay Gas Supply Option

- Tax Exempt Bond Issuer
 - Minnesota Municipal Gas Agency (MMGA)
- Gas Supplier
 - Royal Bank of Canada (RBC)
- Commodity Swap Provider
 - RBC uses BP Energy
- Participants
 - Kansas Municipal Gas Agency (KMGA) and participating member cities





Prepay Gas Supply Option

- Gas supply contract between MMGA and KMGA
 - Volume of supply to be purchased are established
 - Volume can be shaped for seasonality
 - Can include both First-of-Month and Fixed Price deals
- KMGA is required to “take and pay” for gas designated volumes
- Member cities and KMGA enter into a “back-to-back” contract that will mirror the MMGA/KMGA contract
- Discounts range from 25 – 40 cents below market index prices





Prepay Gas Supply Option

- Major Provisions:

- 30 year term
- KMGGA commits to “take and pay” for stated gas volumes
 - KMGGA not required to pay for gas not delivered
- Minimum Discount Established (to be determined)
- Initial Gas Price Discount Established (yet to be established)
 - Gas Price Discount is Locked in for Initial Period (5-6 years)
- KMGGA will pay Administration Fee (approx. 3-5 cents/MMBtu) to MMGA





Prepay Gas Supply Option

- Major Provisions:

- After Initial Period, Bonds will be remarketed
 - New Gas Price Discount Established
 - If Minimum Discount is not obtained, KMGA (and Cities) can:
 - Decide to terminate the agreement; or
 - KMGA (and Cities) can elect to stay in prepay program at the new discount rate
- MMGA assistance with remarketing gas for loss of load
 - MMGA shall use “commercially reasonable efforts” to sell such volumes to others
 - KMGA required to pay for gas volumes
 - MMGA will credit KMGA for such sales less any expenses, if any, and remarketing fee





Prepay Gas Supply Option

- Set up as a “Project”
 - KMGGA Member cities can decide to participate or not
- Designed to pass through the benefits and obligations of the MMGA/KMGGA Agreement
 - MMGA/KMGGA Agreement is attached as Exhibit C
- Each City that wishes to participate must execute Agreement
 - Agreements are Identical
- 21 Cities Signed up the first time around





Prepay Gas Supply Option

- Major Provisions:

- Term = MMGA/KMGA Agreement term (i.e. 30 years)
- City commits “take and pay” for stated gas volumes
 - City not required to pay for gas not delivered
- Price = MMGA/KMGA Agreement price (Index less Discount less MMGA Administration Fee)
- KMGA shall provide management services
- City responsible for KMGA Prepay Administration Fee
 - Established by KMGA Budget as approved by KMGA Board of Directors on Annual Basis
 - Shall be equal to the KMGA Management Fee
 - No additional cost if City continues to take gas management services from KMGA





Prepay Gas Supply Option

➤ Schedule

- Dec 16: KMGA will send out draft prepay agreement
- Jan 13: Comments from members on agreement due
- Jan 30: KMGA send outs Final draft agreement
- Mar 15: Signed Agreements due



City of Winfield

3 YR AVERAGE WITH STORAGE ACTIVITY													559,728
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
3 Yr Avg Vol	113,236	113,143	58,711	33,788	18,559	11,611	10,836	10,810	11,587	27,499	57,388	87,019	
+ pipeline fuel	114,368	114,274	59,298	34,126	18,745	11,727	10,944	10,918	11,703	27,774	57,962	87,889	
Storage Activity	(18,000)	(20,000)	(2,000)	6,500	9,000	10,000	9,000	7,000	6,500	3,500	(2,500)	(9,000)	
Net Purchases	96,368	94,274	57,298	40,626	27,745	21,727	19,944	17,918	18,203	31,274	55,462	78,889	

Monthly Volume Assigned to Prepay Project													
% Assigned to Prepay Project	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
50%	48,184	47,137	28,649	20,313	13,872	10,864	9,972	8,959	9,101	15,637	27,731	39,445	279,865
Prepay Daily Volume	1554	1683	924	677	447	362	322	289	304	504	924	1272	

Percentage of City's 3-year historical monthly usage to the prepay project. NOTE: You can modify this percentage & your volumes will be recalculated.

Converts your monthly volume assigned to the prepay project to a daily volume. This volume is shown in Exhibit B of the Prepay Agreement.

Possible Savings with Prepay Discount													TOTAL
\$0.33	\$15,900.72	\$15,555.21	\$9,454.17	\$6,703.29	\$4,577.76	\$3,585.12	\$3,290.76	\$2,956.47	\$3,003.33	\$5,160.21	\$9,151.23	\$13,016.85	\$92,355.12

This is an estimated savings for gas purchased through the prepay project with the discount.

NATURAL GAS PREPAY PARTICIPATION AGREEMENT

This Agreement entered into this ____ day of _____, by and between the Kansas Municipal Gas Agency ("KMGA") and the City of Winfield, Kansas (the "City):

WHEREAS, pursuant to an interlocal cooperation agreement, certain Kansas municipalities have joined together under the provisions of K.S.A. 12-2901 *et seq.*, to organize and create KMGA; and

WHEREAS, the City owns and operates a municipal natural gas, electric or other municipal utility system that uses natural gas and is a member of KMGA pursuant to the provisions of the interlocal cooperation agreement and the KMGA Bylaws; and

WHEREAS, KMGA intends to contract with the Minnesota Municipal Gas Agency, a public nonprofit corporation or public instrumentality ("MMGA"), or its successor or assigns, under a project to acquire long-term supplies of Natural Gas from a gas supplier, pursuant to a Natural Gas Supply Agreement (the "Gas Supply Agreement"), to meet a portion of the Natural Gas supply requirements of KMGA's members that elect to participate (collectively, the "Project Participants") through a gas prepayment project offered by MMGA (the "Project"); and

WHEREAS, KMGA will act on behalf of the Project Participants to acquire Gas and provide other management services related to the Project; and

WHEREAS, the City desires to participate in the Project and receive the economic benefits set forth in this Agreement; and

WHEREAS, K.S.A. 12-825j authorizes the City to enter into contracts with any person, firm, corporation or other municipality for the acquisition of Natural Gas upon such terms as may be deemed necessary and reasonable by the governing body of the City; provided such contracts shall not exceed a period of forty years and shall not be payable by the levy of any tax; and

WHEREAS, this Agreement is intended to enable KMGA to pass through the benefits and obligations of KMGA under the Gas Supply Agreement to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

DEFINITIONS

"**Agreement**" shall mean this Natural Gas Prepay Participation Agreement by and between KMGA and the City.

"**City**" shall mean the City of Winfield, Kansas.

"**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" shall have the meaning set forth in the Gas Supply Agreement.

“Contract Price” shall have the meaning set forth in the Gas Supply Agreement.

“Delivery Period” means the period as defined in *Article 1* of the Gas Supply Agreement, unless earlier terminated pursuant to *Article 5* of the Gas Supply Agreement.

“Delivery Points” shall mean the respective Primary Delivery Points or the Alternate Delivery Points as defined in *Exhibit A*.

“Gas” or **“Natural Gas”** shall mean any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state consisting essentially of methane, which meets the quality requirements of the pipeline industry standard.

“Gas Acquisition Management Project Participation Agreement” shall mean the contract between KMGA and a member city, under KMGA’s Gas Acquisition Management Project, which is separate and apart from this KMGA Gas Prepay Project.

“Gas Day” means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day or such other period as determined under the Gas Supply Agreement. The date of the Gas Day shall be the date at its beginning.

“Gas Supply Agreement” shall mean the agreement between KMGA and MMGA for the long-term supply of Gas to be delivered to the Project Participants, which is substantially in the form set forth in *Exhibit C* attached hereto; provided, however, the parties agree the fully executed Gas Supply Agreement will be added as *Exhibit C* to this Agreement after execution.

“KMGA” shall mean the Kansas Municipal Gas Agency.

“KMGA Prepay Administrative Fee” shall have the meaning as defined in *Section 5.2* of this Agreement.

“MMGA” shall have the same meaning as set forth in the preamble of this Agreement.

“Participation Agreements” shall mean this and other Agreements entered into by and between KMGA and Project Participants.

“Parties” or **“Party”** shall mean collectively or individually, the City and KMGA.

“Project” shall mean the KMGA Gas Prepay project.

“Project Gas” shall mean Gas supplies to the Project Participants pursuant to this Agreement.

“Project Participants” shall mean the cities participating in the Project.

“System” shall mean the Natural Gas and/or Electric utility systems of the City.

ARTICLE I

Gas Purchases and KMGA Services

1.1 During the Delivery Period, the City shall purchase the volumes of Gas as specified on ***Exhibit B*** from the Project that are made available to KMGA pursuant to the terms and conditions of the Gas Supply Agreement.

1.2 The Contract Price of Gas shall be established as set forth in the Gas Supply Agreement.

1.3 In the event the City's failure to take Project Gas is due to load loss on its system, upon reasonable notice, KMGA shall first seek to transfer such gas volumes to other Project Participants. If no other Project Participants agree to such transfer, then KMGA may request that MMGA use Commercially Reasonable Efforts to sell, or arrange for sale, such quantities pursuant to the provisions of the Gas Supply Agreement. The City shall be obligated to pay the Contract Price for such quantities, and any amounts received from the sale, less all directly incurred costs or expenses including the project administration fee and a remarketing administrative charge, will be credited to the City pursuant to the Gas Supply Agreement.

1.4 The Project Gas will be delivered, and title will pass to the City, at the Delivery Points.

1.5 KMGA shall provide the City with services relating to the purchase and sale of Gas, nomination of gas supplies and any and all other operational transactions associated with the delivery of Project Gas to the City.

ARTICLE II

Term

2.1 This Agreement shall be effective from the date first herein written above and continue in full force and effect for a term ending on the later of (a) termination of the Gas Supply Agreement attached hereto as ***Exhibit C***, or (b) the end of the Delivery Period and final billings; provided, however, the term will not exceed the limitations provided in K.S.A. 12-825j.

2.2 The Parties recognize that KMGA's right of early termination as provided for in ***Section 5.3*** of the Gas Supply Agreement allows for partial termination by KMGA whereby each Project Participant has the option to terminate their share of gas volumes under the Gas Supply Agreement.

ARTICLE III

Relationship to Other Contracts

3.1 Except for the identity of the Project Participants and the volumes of Gas set forth on ***Exhibit B***, (and, as applicable, other information specific to each individual Project Participant), this Agreement is and shall remain identical to the Participation Agreements of the other Project Participants.

ARTICLE IV

Gas Supply Agreement

4.1 KMGA will enter into the Gas Supply Agreement on behalf of the City and all the other Project Participants. The terms and provisions of the Gas Supply Agreement are incorporated herein by reference and are attached hereto as **Exhibit C**. It is the intent of KMGA and the City that the benefits and obligations accruing to KMGA in the Gas Supply Agreement will flow through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the Gas Supply Agreement, the Parties to this Agreement shall look to the terms of the Gas Supply Agreement to attempt to resolve such conflict.

ARTICLE V

Cost Responsibility

5.1 It is the Parties' intention that the City will be responsible for its allocable share of the (a) Project Gas tendered for delivery, (b) any other costs, taxes, penalties or charges incurred by KMGA under the Gas Supply Agreement, (c) KMGA Prepay Administrative Fee and other reasonable costs associated with its operation of the Project. City's obligation to pay for its allocable share of such costs shall be effective upon the start of the Delivery Period and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event or the taking of any action permitted by this Agreement.

5.2 The KMGA Prepay Administrative Fee shall be (i) an amount established by KMGA Board of Directors from time to time based on KMGA's budget, plus (ii) where applicable, City's portion of KMGA's costs incurred that are related to the Project but were not included in KMGA's budget. City shall have the right to review and have input on the KMGA budget via the KMGA Board of Directors. The KMGA Prepay Administrative Fee shall not exceed the management fee assessed by KMGA on gas supplied to cities under the Gas Acquisition Management Project Participation Agreement.

ARTICLE VI

Billing and Payments

6.1 KMGA will bill the City for actual volumes of gas tendered for delivery in MMBtu, adjusted for fuel losses and taxes imposed on KMGA, for each calendar month on or before the 20th day of the following month.

6.2 KMGA will bill the City in advance the estimated cost for projected gas supply to be delivered in the second month following the current calendar month as referenced in **Section 6.1** of this Agreement. KMGA will provide a true-up on subsequent invoices of the estimated costs to the actual costs and volumes when that information is available.

6.3 The City will pay invoices within thirty (30) days from the date such bills are sent by KMGA. The City agrees to pay all invoices without deduction and may contest any invoice as provided in **Section 6.4** of this Agreement. Interest on any unpaid amount shall accrue from the date due until the date upon which payment is made at the lesser of two percent (2%) per month or the highest rate allowed by law. KMGA shall have the right to suspend delivery of all or part of the gas supply to the City if (a) KMGA has not received payment of an invoice by the tenth (10th) day after invoice due date, or (b) an Event of Default of the City

occurs. Suspension of delivery of gas shall be in addition to any and all other remedies available at law or in equity.

6.4 In the event the City desires to dispute all or any part of the amount billed by KMGGA it shall nevertheless pay the full amount of the invoice when due and give notification in writing within ninety (90) days from the date of the statements stating the specific grounds for the dispute and the amount in dispute. The City will not be entitled to any adjustment on account of any disputed invoice amounts which are not brought to the attention of KMGGA by the City within the time and in the manner herein specified.

6.5 All amounts payable by the City under this Agreement shall be due whether or not future Gas deliveries are suspended, interrupted, interfered with, reduced, curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of KMGGA or any other person under this Agreement or any other agreement for any cause whatsoever.

ARTICLE VII

Documentation Regarding the Project

7.1 KMGGA will make reasonable efforts to obtain any specific information on the Project requested by the City.

7.2 The City agrees to deliver such certificates as required under the Gas Supply Agreement upon request by KMGGA.

ARTICLE VIII

Liability and Indemnification

8.1 The City expressly agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend KMGGA against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the Gas Supply Agreement, the Project, and/or the transportation of Gas from the Delivery Point, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMGGA or its employees acting within the course and scope of their employment; provided, however, the indemnification by any Project Participants shall be limited to such Project Participant's allocable share.

8.2 To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

8.3 Nothing herein shall be construed as a waiver by either Party of the sovereign tort immunity granted to the Parties under the laws of the State.

ARTICLE IX

Default and Remedies

9.1 An occurrence of any of the following events or conditions shall constitute an "Event of Default":

(a) Failure of the City to make any payment when due under this Agreement (a "Payment Default"); or

(b) Assignment of this Agreement by City other than as permitted pursuant to *Article Twelve* or any other action or omission by City that would cause KMGa to be in breach of any provision of the Gas Supply Agreement; or

(c) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; provided, however, that if such default cannot be cured within such 60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(d) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

9.2 If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity (except as limited by *Section 9.3* of this Agreement). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

9.3 In response to any Event of Default by KMGa, City shall not have the right to terminate this Agreement.

9.4 Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that KMGa shall not be liable for monetary damages to City arising from or in connection with any reports, notices, certificates, documents, information or data of any kind or nature (whether or not prepared by or on behalf of KMGa) provided to City pursuant to or in connection with this Agreement.

ARTICLE X

Dispute Resolution

10.1 If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

10.2 Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under *Section 10.1* of this Agreement.

10.3 If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.4 If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then either party may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as such party determines may be necessary or appropriate to enforce any covenant, agreement, or obligation in this Agreement against the other party. This Agreement shall be construed and governed by the laws of the State of Kansas.

10.5 Notwithstanding any other provision of this Agreement to the contrary, the Parties may agree to mediate or arbitrate any dispute that arises under this Agreement.

ARTICLE XI

Covenants, Representations and Warranties

11.1 **KMGA's Representations.** KMGA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

(a) KMGA is a governmental entity duly organized pursuant to an interlocal cooperation agreement, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by KMGA of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of KMGA, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of KMGA, threatened action or proceeding affecting KMGA which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMGA's sole continuing covenant with respect to this **Section 11.1(d)** shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

11.2 **City's Representations.** City hereby makes the following representations, warranties and covenants to KMGA as of the Effective Date and through the end of the Term:

(a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any governmental authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this **Section 11.2(d)** shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a member of KMGA.

(f) City will establish, maintain and collect such rates, fees and charges for the distribution of Gas from its System so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its System.

(g) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its System and available System reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its System. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue any evidence of indebtedness with a lien on its System revenues that is prior to the payment of operating and maintenance expenses.

(h) The City shall provide such financial information and operating data as KMGA is required to obtain from City under the Gas Supply Agreement or any rules or regulations applicable to KMGA related to the Project.

(i) The City agrees to resell or otherwise use Gas purchased under this Agreement (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), and (ii) in a manner that will not result in any private business use of that Gas within the meaning of Section 141 of the Code. The City agrees to execute upon request such certificates with respect to the gas purchases as required by KMGA or MMGA.

ARTICLE XII

Miscellaneous

12.1 *Amendments and Waivers.*

(a) Except as expressly provided herein, this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

12.2 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereto. Neither party may assign its rights nor delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 **Notices.** Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

To KMGA:	Kansas Municipal Gas Agency 6300 West 95 th Street Overland Park, KS 66212-1431 Attention: General Manager E-mail: mahlberg@kmea.com Phone: 913-660-0234
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To the City:	City of Winfield 200 E. 9 th PO Box 646 Winfield, KS 67156 Attention: City Manager Email: twall@winfieldks.org Phone: 620-221-5525
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12.4 **Confidentiality.** The parties agree that they and each of their agents, employees, contractors and other parties acquiring information about the Project or the Project Gas prices, quantity or quality shall hold such information in confidence, except to the extent such information must be disclosed to a third party as required by law or to effect delivery of Gas. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable Kansas laws on open records and open meetings.

12.5 **Books and Records.** Each party shall have the right at all reasonable times to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to this Agreement.

12.6 **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

12.7 **Jury Trial.** EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12.8 ***Integration.*** This Agreement contains the entire Agreement between the parties hereto, and no waiver, modification or other changes shall be effective unless in writing and executed by the parties.

12.9 ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

12.10 ***Severability.*** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

KANSAS MUNICIPAL GAS AGENCY

By: _____
Paul Mahlberg | General Manager

THE CITY OF WINFIELD, KANSAS

By: _____
Gregory N. Thompson | Mayor

(SEAL)

Attest:

By: _____
Tania Richardson | City Clerk

EXHIBIT A

DELIVERY POINTS

City of Winfield, Kansas: City Gate

EXHIBIT B

GAS VOLUMES

Winfield, Kansas	
Delivery Month	Daily Volume (MMBtu)
Apr	677
May	447
Jun	362
Jul	322
Aug	289
Sep	304
Oct	504
Nov	924
Dec	1,272
Jan	1,554
Feb	1,683
Mar	924

EXHIBIT C

GAS SUPPLY AGREEMENT

NATURAL GAS SUPPLY AGREEMENT

BY AND BETWEEN

MINNESOTA MUNICIPAL GAS AGENCY

AND

KANSAS MUNICIPAL GAS AGENCY

DATED AS OF [_____], 20__



Request for Commission Action

Date: March 17, 2023

Requestor: Taggart Wall, City Manager

Action Requested: Consider authorizing an ordinance and resolution establishing a sidewalk improvement rebate program.

Analysis: In 2010, as part of the Transportation Assessment Study, a sample of the City's sidewalk infrastructure was evaluated for its condition in order to estimate the possible scope of work necessary to repair and improve the City's sidewalk inventory. 5.3 miles of an estimated 67 miles of sidewalk inventory was evaluated. Based on the sampling, an estimated 125,000 linear feet of sidewalk and 2,200 ADA curb ramps across the City were in need of repair at that time. That was a decade ago. In addition, the Assessment Study identified an estimated 7 additional miles of walk/trail necessary to connect existing sidewalks and destinations. Based on today's numbers, that equates to over \$7.5 million in construction costs.

As part of the community questionnaire prepared for the comprehensive plan update, a question was posed of "should each sidewalk project be paid for by the City, by the adjacent landowner, or by a share-the-cost split?". The responses were 47% answered City, 3% landowner, and 50% cost split. Two additional follow-up questions were posed. Should the City allocate a regular annual budget to fund sidewalk improvements and expansion projects? To which, 95% responded "Yes". Secondly, 84% responded "Yes" to the question of "would you support additional funding to improve and expand Winfield's sidewalk system."

The proposed program provides reimbursement for repairs and/or replacement of sidewalks that are not accessible or are in disrepair—this would not authorize the reimbursement of sidewalk replacement that is in satisfactory condition. The rate of rebate can be established each year in the comprehensive fee schedule.

The program generally allows for a per sq. ft cost of removal and replacement of sidewalk on a property. This rate would apply whether contracted or would roughly cover the cost of materials if an owner wanted to perform the work themselves.

An additional option was discussed, but not proposed here, to vary the rate depending on if the sidewalk is along a designated route on the Proposed Pathway System Map of the Master Parks Plan. An increased rate, say 75%, could be established on these routes.

Fiscal Impact:

This program would be funded from existing street sales tax dollars up to a maximum of \$50,000 in the initial year.

Attachments: Ordinance, Resolution

(First published in Cowley Courier Traveler on Saturday, March 25, 2023)

BILL NO. 2316

ORDINANCE NO. 4196

AN ORDINANCE

AMENDING Chapter 70 of the revised ordinances of the City of Winfield, Kansas relating to the establishment of a sidewalk improvement rebate program.

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

Section 1. A new Section 70-50, shall be adopted to read as follows:

Sec. 70-50.- Sidewalk improvement rebate program

A sidewalk improvement rebate program shall be established and adopted by resolution setting forth, by reference, various rules, regulations and fees of the program.

Section 2. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 20th day of March 2023.

(Seal)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission Action: _____
Taggart Wall, City Manager

A RESOLUTION

ESTABLISHING a sidewalk improvement rebate program for the City of Winfield, Kansas by the adoption of Section 70-50 of the Municipal Code.

WHEREAS, by virtue of the provisions of K.S.A. 12-1808 *et seq.*, and by virtue of the corresponding provisions of Winfield Municipal Code Section 70-46, property owners are responsible for the maintenance and repair of abutting public sidewalks; and

WHEREAS, damaged sidewalks in disrepair present a danger to the health, safety and welfare of pedestrians; and,

WHEREAS, the City desires to facilitate the provision of safe sidewalks for pedestrians; and,

WHEREAS, the City recognizes that the costs of causing sidewalk repairs can be significant;

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

Section 1. A sidewalk improvement rebate program is hereby established.

Sidewalk Improvement Program

- a) **Eligibility.** Persons eligible to participate in the Program are those property owners within a residentially zoned district with an existing sidewalk that is constructed entirely within the street right-of-way. A sidewalk is eligible if it does not meet the currently adopted ADAAG guidelines or has been determined by the City's inspector to be in violation of the condition or standard of construction. Property must not be delinquent on taxes or have other code violations in order to be eligible. Eligibility will be on a first come basis. Applications must be submitted and approved prior to commencement of construction in order to be eligible.
- b) **Funding.** The Sidewalk Improvement Rebate Program is solely funded by the Governing Body. Once the funds allocated for a budget year have been exhausted, no further application will be approved, and the program will end until additional funds are allocated. It is at the discretion of the Governing Body to continue to fund the program prior to or after the exhaustion of the dedicated funds. The Governing Body may amend or discontinue the rebate program at any time regardless of any available funding. The rate of rebate for sidewalk repairs shall be established in the Comprehensive Fee Schedule.
- c) **Application and Deadline.** The Community Development Department is hereby authorized to create and distribute an application for the Program that is consistent with the

terms of this Ordinance (the "Sidewalk Rebate Program Application"). In order to participate in the Program, the property owner must submit a complete Sidewalk Rebate Program Application to City prior to the commencement of construction or repairs.

- d) **Repairs.** All repairs must be performed in compliance with all applicable requirements and specifications as determined by the City Engineer. No rebate shall be issued unless and until said repairs are inspected and approved by the City Engineer.
- e) **Program Benefits.** Program benefits for eligible property owners are as follows:
 - 1. Each property owner that is approved for the Program is entitled to a City- issued rebate to assist in offsetting the costs of making sidewalk repairs. The City-issued rebate shall be on a square footage basis for sidewalk repaired or replaced, and also subject to a maximum City-issued rebate payment per property street frontage-- at the rate and maximum established in the current adopted Comprehensive Fee Schedule.
 - 2. The area that is repaired or replaced and subject to reimbursement is limited to the public sidewalk which is on the street frontage, that being on the street right-of-way and running parallel to the street, and shall not include any sidewalk serving as an approach or entrance into the property or any structures thereon.
 - 3. Corner properties with sidewalks along each intersecting street shall be regarded as having two property street frontages, each of which shall be separately eligible for participation. Notwithstanding, a property owner may submit a single application for consideration.
 - 4. The City Engineer is hereby authorized to provide additional rules and regulations associated with this Program.
 - 5. The Program will provide a rebate only to the sections of sidewalks that are found to be in violation of the City Code. A property owner is not eligible to receive a rebate for the areas of any abutting sidewalk that is not required to be repaired.
- f) **Program Requirements.** In order to receive the designated program benefits, the following requirements must be satisfied:
 - 1. The property owner has obtained a Right-of-Way Permit to repair the subject property.
 - 2. The property owner has submitted a complete and executed application, on a form to be provided by the City.
 - 3. The property owner has been approved for participation by the City;
 - 4. The property owner has completed repairs in accordance with this Program;
 - 5. The City has completed a final inspection and approved the work.
- g) **Non-participating property owner repairs.** Nothing herein shall compel any property owner to participate in the Program. However, non-participation in the Sidewalk Repair Assistance Program does not alleviate a property owner from the duty to repair the abutting sidewalk pursuant to Winfield Municipal Code Section 70-46. Non-eligible or non-participating citizens may perform the work themselves or utilize any licensed contractor of their choosing; provided, however, that:

1. A permit for the making of any such repairs within the public Right-of-Way must be obtained from the City Engineering and Inspection Office prior to any such repairs being undertaken; and
2. The repairs must be performed in compliance with all applicable requirements and specifications of the City Engineer.

h) Administrative Authority. The City Manager is hereby authorized with the discretion to amend this program and effectuate any actions to fulfill and administer the general intent of this Resolution.

Section 2. This resolution shall be in full force and effect June 1, 2023.

ADOPTED this 20th day of March, 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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



Request for Commission Action

Date: March 17, 2023

Requestor: Taggart Wall, City Manager

Action Requested: Consider amending the Comprehensive Fee Schedule regarding fees for sidewalk reimbursement program.

Analysis:

The Governing Body has determined it necessary to establish a sidewalk improvement rebate program. This program has various rules, regulations and fees as set forth in a resolution. The resolution references the Comprehensive Fee Schedule for the setting of the reimbursement rate available to those eligible property owners authorized by the City to participate in the program.

The rate of reimbursement proposed herein is approximately \$6/sq.ft. or 50% of the estimated costs for removal and replacement of sidewalk.

Fiscal Impact: The City has established funding of \$50,000 for the first year of the program—paid from sales tax dollars allocated to the Consolidated Street Fund.

Attachments: Resolution & Fee Schedule

A RESOLUTION

AMENDING the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas, regarding the establishment of fees for a sidewalk reimbursement program.

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

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

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

Section 1. Comprehensive Fee Schedule Adopted by Reference

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

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

ADOPTED this 20th day of March 2023.

(SEAL)

Gregory N. Thompson, Mayor

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

Comprehensive Fee Schedule



TABLE OF CONTENTS

Alcohol/Liquor.....	Page 3
Animals.....	Page 4
Aquatic Center.....	Page 5
Broadway Recreation Complex.....	Page 6
Buildings/Construction.....	Page 7
Businesses.....	Page 9
Cemetery.....	Page 10
Engineering/GIS.....	Page 11
Fairgrounds.....	Page 12
General Government.....	Page 13
Municipal Golf Course.....	Page 14
Parks.....	Page 16
Planning/Zoning.....	Page 17
Police/Fire/EMS.....	Page 18
Winfield City Lake.....	Page 19
Utility Customer Service.....	Page 20
Electric Utility.....	Page 21
Natural Gas Utility.....	Page 22
Water Utility.....	Page 23
Wastewater Utility.....	Page 24
Regulatory and Index of Changes.....	Page 25

Alcohol / Liquor

A. Alcoholic Liquor/Enhanced CMB

- a. Enhanced Cereal Malt Beverage Retail License
 - i. General Retailer, per each tavern or place selling Enhanced CMB at retail.
Per Calendar Yr.....\$100.00
 - ii. Limited Retailer. Per each place selling only CMB in original unopened
containers, and not for consumption on premises.....\$ 50.00
 - iii. Temporary CMB Retail License per day.\$ 25.00
- b. Temporary Permit for Selling or Serving Alcoholic Liquor per day\$ 25.00
- c. Caterer's License for Selling or Serving Alcoholic Liquor\$100.00
- d. License for Class B Clubs per calendar yr.\$250.00
- e. Drinking Establishment License\$250.00
- f. Occupation Tax/License per calendar year\$300.00

Animals

A. Animals

a. Keeping Animals

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

b. Dog and Cat Registration Fees

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

c. Impoundment Fees

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

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

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

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

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

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

Aquatic Center

A. Admission

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

B. Private Rental

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

Broadway Recreation Complex

A. Miscellaneous

a. Marking of Football Field (per season)	\$ 500.00
b. Preparation of Baseball and Softball Field (per application)	\$ 50.00
c. Quick Dry Application (per bag).....	\$ 20.00
d. Lights (per hour).....	\$ 15.00
e. Chalk (per bag)	\$ 10.00

Buildings/Building Construction

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

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

	Initial	Renewal
Electrical/Plumber/Mechanical	\$200.00	\$100.00
General Contractor	\$400.00	\$200.00
Building/Residential Contractor	\$200.00	\$100.00
Limited Specialty	\$150.00	\$ 75.00
 - iv. Master Certificate

	Initial	Renewal
Electrical/Plumber/Mechanical	\$100.00	\$ 50.00
 - v. Journeyman Certificate

	Initial	Renewal
Electrical/Plumber/Mechanical	\$ 60.00	\$ 30.00
 - h. Sidewalk Improvement Reimbursement Program
 - i. Square footage basis for sidewalk repaired or replaced: \$6/sq.ft.

Businesses

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

Cemetery

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

Engineering/GIS

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

Fairgrounds

A. Daily Camping	
a. Primitive (per day,24 hours).....	\$ 5.00
b. Camping with electrical hookup (per day, 24 hours)	\$ 17.00
c. Groups of 75 or more primitive (per day)	\$ 3.00
d. Groups of 75 or more with electric hookup (per day).....	\$ 12.00
B. Rodeo Arena	
a. Per Day	\$ 30.00
b. Rodeo Arena Lights (Per night)	\$ 50.00
C. Bldg No.1/North End Grandstands (per day)	\$ 150.00
D. Bldg No.2/South End Grandstands (per day)	\$ 75.00
E. Bldg No.1/Restrooms Outside Entrance Only (per day)	\$ 50.00
F. Bldg No.2 South Outside Restrooms Only (per day)	\$ 50.00
G. Bldg No.4/North Exhibit Bldg (per day)	\$ 150.00
H. Bldg No.5/Wash Rack (per day)	\$ 30.00
I. Bldg No.6/4-H Arena (per day)	\$ 50.00
J. Bldg No.7/Hog Shelter (per day)	\$ 30.00
K. Bldg No.8/ South Exhibit Bldg (per day)	\$ 50.00
L. Bldg No.9/Cattle Wash Rack (per day)	\$ 30.00
M. Bldg No.10 Open Barn (per day).....	\$ 50.00

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

General Government

- A. Administration
 - a. Inspection of Public Records
 - i. Minimum Charge Per Request\$ 6.00
 - ii. Per hour/Per employee\$ 12.00
 - b. Copying of Public Records
 - i. Per page.....\$ 00.25
 - ii. Second Premises License Fee.....½ of Original Fee
- B. Court Costs
 - a. Court Costs.....\$ 96.50
- C. Nuisance Abatement Fees

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

 - a. Admin fee assessed to all cases\$ 100.00
 - b. First occurrence in calendar year\$ 50.00
 - c. Second occurrence in calendar year.....\$ 75.00
 - d. Any additional occurrence in calendar year.....\$ 100.00
- D. Condemnation
 - a. Admin fee plus actual cost of cleanup\$ 100.00
- E. Oil and Gas Drilling
 - a. Oil or gas well drilling permit.....\$ 500.00
- F. Historical Performances Using Firearms and Cannons\$ 50.00
- G. Agreed Upon Work, Collections for Utility Work
 - a. Costs for labor, equipment usage, and materials not prescribed in previous sections will be provided in a written estimate by the City and agreed upon by the customer before work is initiated.
 - b. Any utility related services may be applied to monthly utility bills and any methods of collection used for utility bill collection may also be used for collection of these services.
- H. Labor, Equipment, Materials and Taxes
 - a. All Labor expense shall be charged at the employee hourly pay rate for the actual hours worked, including overtime rates of pay, if applicable. The total labor cost shall be increased 45% to cover all fringe benefit costs.
 - b. All city equipment usage shall be charged out at hourly rates prescribed in the “Department of Homeland Security FEMA Schedule of Equipment Rates”. These rates are updated periodically by the federal agency.
 - c. All materials purchased from the city warehouse inventories shall be charged out at the cost of the materials (average costing) plus 20% for warehousing and handling. Materials purchased from third party vendors shall be charged out at cost.
 - d. Applicable taxes shall be in addition to all charges. Costs associated with any specifications beyond standard trench excavation, such as additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in Section 1 above.

Municipal Golf Course

A. Annual Season Pass

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

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

i. Individual adult (age 18-61).....	\$ 1,675.00
ii. Individual senior (age 62+).....	\$ 1,450.00
iii. Couple	\$ 1,900.00
iv. Family (spouses and all dependents under age 18).....	\$ 2,200.00
v. Individual junior (valid college id or under 18).....	\$ 900.00
vi. Individual active military (valid id)	\$ 900.00

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

i. Individual adult (age 18-61).....	\$ 1,350.00
ii. Individual senior (age 62+).....	\$ 1,175.00
iii. Daily fee discount (afternoon only on Saturday, Sunday and all holidays) (per round).....	\$ 10.00

c. Monday thru Friday green, unlimited range

i. Individual adult (age 18-61).....	\$ 775.00
ii. Individual senior (age 62+).....	\$ 675.00
iii. Individual junior (valid college id or under 18).....	\$ 450.00
iv. Individual active military (valid id)	\$ 450.00
v. Daily fee discount (afternoon only on Saturday, Sunday and all holidays) (per round).....	\$ 10.00
vi. ½ cart use/trail.....	\$ 12.50

B. Daily Green Fees

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

a. Monday—Friday (excl. holidays) 18-holes.....	\$ 38.00
b. Monday—Friday (excl. holidays) 18-holes, senior (age 62 +)	\$ 35.00
c. Monday—Friday (excl. holidays) 18-holes, junior (under age 18 or valid college ID)	\$ 27.50
d. Monday—Friday (excl. holidays) 18-holes, active military (valid ID)	\$ 27.50
e. Monday—Friday (excl. holidays) twilight.....	\$ 27.50
f. Monday—Friday (excl. holidays) 9-holes.....	\$ 27.50
g. Saturday, Sunday, Holiday 18-holes	\$ 50.00
h. Saturday, Sunday, Holiday 18-holes, senior (age 62+).....	\$ 42.00
i. Saturday, Sunday, Holiday 18-holes ,Twilight	\$ 37.0040.00
j. Saturday, Sunday, Holiday 9-holes (P.M.).....	\$ 40.00

C. Walking Daily Green fees.

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

a. Monday-Friday 18-holes (excl. holidays)	\$ 25.50
b. Monday-Friday 18-holes (excl. holidays), senior (age 62+)	\$ 22.50
c. Monday-Friday 18-holes (excl. holidays), junior (valid college id or under 18)	\$ 15.00
d. Monday-Friday 18-holes (excl. holidays), active military (valid id)	\$ 15.00
e. Monday-Friday 18-holes (excl. holidays), Twilight	\$ 15.00
f. Monday-Friday 9-holes (excl. holidays)	\$ 15.00
g. Saturday-Sunday 18-holes (excl. holidays).....	\$ 37.75
h. Saturday-Sunday 18-holes (excl. holidays), senior (age 62+).....	\$ 29.00
i. Saturday-Sunday 18-holes (excl. holidays), Twilight	\$ 29.00
j. Saturday-Sunday 9-holes (excl. holidays).....	\$ 29.00
D. Prepaid Daily Green Fees	
a. 10 rounds (18-holes).....	\$ 245.00
b. 10 rounds (18-holes—Junior).....	\$ 165.00
E. Prepaid Daily Green Fees, ½ golf car rental fees, warmup golf range ball fees:	
a. 10 rounds (18-holes).....	\$ 325.00
b. 10 rounds (18-holes) senior	\$ 265.00
c. 10 rounds weekend surcharge	\$ 12.00
F. Driving Range	
a. Monday—Sunday: Bucket (approx. 55 practice golf balls).....	\$ 8.00
b. Pre-paid driving range balls, 6 buckets	\$ 40.00

Parks

- A. Island Park
 - a. Performance Stage
 - i. Outdoor Community Event Application for Performance Stage included by reference.
- B. Portable Restroom Trailer:
 - a. \$300 per day + cost of pumping.
 - i. Only available for rent at Island Park, the Fairgrounds, Blackcreek Park or Broadway Sports Complex.

Planning/Zoning

A. Copies of bound documents	
a. Comprehensive Plan.....	\$ 25.00
b. Land Subdivision Rules and Regulations	\$ 25.00
c. Zoning Ordinance Book	\$ 35.00
d. Construction Site BMP Manual	\$ 30.00
e. Post Construction BMP Manual	\$ 40.00
B. Zoning/Subdivision Fees	
a. Conditional Use.....	\$ 250.00
b. Application for Variance	\$ 150.00
c. Change of Zoning Request	\$ 250.00
d. Planned Unit Development +\$5/lot	\$ 250.00
e. Plat +\$5/lot.....	\$ 250.00
f. Lot Split.....	\$ 100.00
g. Application for vacation of street/alley	\$ 200.00
h. Temporary Use Application	\$ 100.00
i. Temporary Use Renewal- same calendar year.....	\$ 40.00

Police/Fire/EMS

A. Police accident or incident report	\$ 10.00
B. Driver's License Check.....	\$ 15.00
C. Finger printing	\$ 15.00
D. Background check.....	\$ 20.00
E. Criminal History	\$ 15.00
F. Video, DVD, CD, audio (15 min increments)	\$ 45.00/hr
G. Photo CD.....	\$ 10.00
H. False Alarm (4 th and subsequent call within 30 days)	\$ 100.00
I. Outside Employment (minimum 1 hour, 15 min increments thereafter(.....	\$ 42.00/hr
J. Fire incident report.....	\$ 10.00
K. Fire investigation report.....	\$ 20.00
L. EMS report.....	\$ 10.00
M. EMS ALS Emergent	\$ 925.00
N. EMS ALS Non-Emergent	\$ 850.00
O. EMS BLS Emergent	\$ 825.00
P. EMS BLS Non-Emergent	\$ 775.00
Q. EMS Mileage (per mi.)	\$ 22.00
R. Treat-No-Transport Fee.....	\$ 100.00

Winfield City Lake

A. Annual fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 15.00	\$ 30.00
Sailboats and sailboards	35.00	45.00
Powered Boat fees:		
Under 10 hp	35.00	45.00
10 hp and under 40hp	35.00	45.00
40hp and over	45.00	65.00
Personal watercraft	45.00	65.00
Storage	300.00	300.00
B. Daily Fees:	Resident	Nonresident
Canoes and unpowered boats	\$ 2.00	\$ 4.00
Sailboats and sailboards	5.00	10.00
Power boat fees:		
Under 10 hp	5.00	10.00
10 hp and under 40hp	6.00	11.00
40hp and over	7.00	12.00
Personal watercraft	6.00	11.00
C. Recreational License Fees:	Resident	Nonresident
Recreational License, 24 hours	\$ 8.00	\$ 8.00
Recreational License, annual	35.00	45.00
Additional vehicle permit	12.00	12.00
D. Camping Fees:	Resident	Nonresident
Primitive Camping	\$ 5.00	\$ 5.00
Zone 25, 26, 3E... Electric, water and sewer hookup with license, including any camper or recreational vehicle parked within 100 feet of the camper pads	22.00	25.00
Electric hookup with license, including any camper or recreational vehicle parked within 100 feet of hookup	17.00	20.00
Group camping; 10 units of a chartered Organization (camping pad only). Per day, which includes daily recreational license and hookup	15.00	15.00

Utility Customer Service

A. Connection

a. Deposit

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

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

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

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

d. After hours connection\$ 75.00

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

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

B. Bulk Water

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

C. Landlords

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

D. Community Council Room Rental

a. ½ day rental (prior to 2:30p.m.)\$ 35.00

b. Group Monthly Regular Rental Membership ½ day\$ 15.00
(\$5.00 per additional ½ day/mo.)

Electric Utility Service Fees

A. Meter testing (per meter)	\$ 50.00
B. Temporary meter	\$ 50.00
C. Overhead extensions less than or equal to 3 poles	
a. Single Phase (per pole).....	\$ 900.00
b. Three Phase (per pole).....	\$ 1200.00
D. Overhead extensions greater than 3 poles	
a. Actual costs per General Government Schedule	
E. Meter Settings	
a. 100A pole mount.....	\$ 200.00
b. 200A pole mount.....	\$ 350.00
F. Underground extensions less than or equal to 250ft.	
a. Extensions less than 600 volt (customer installs conduit, per ft.)	\$ 9.00
b. Extensions less than 200 amp (per ft.)	\$ 11.00
c. Extensions greater than 200 amp	
i. Actual costs per General Government Schedule	
G. Underground extensions greater than or equal to 250ft.	
a. Actual costs per General Government Schedule	
H. Non typical installation	
a. Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government Schedule.	
I. Area Lighting	
a. Luminaire installation.....	\$ 50.00
b. Pole installation (per pole)	\$ 350.00
J. Radio Read Meter	\$ 35.00

Natural Gas Utility Service Fees

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

Wastewater Utility Service Fees

A. Tap and inspection	
a. 6" and smaller.....	\$ 400.00
b. Over 6"	
i. Actual costs per General Government Schedule	
B. All other inspections	\$ 40.00
C. Shoring (as determined by City).....	\$ 150.00

Water Utility Service Fees

- A. Meter testing (per meter)\$ 50.00
- B. Water Main extensions
 - a. Actual costs per General Government Schedule
- C. Meter installation
 - a. 1" and smaller.....\$ 900.00
 - b. Commercial/Industrial meters and all meters larger than 1"
 - i. Actual costs per General Government Schedule
- D. Radio Read Meter\$ 140.00
- E. Non typical installation
Costs associated with any specifications beyond standard trench excavation (including street cuts), such as rock, additional compaction, flowable fill, etc., that are required for utility installations will billed at actual cost as prescribed in General Government

Regulatory and Index of Changes

A. Regulatory

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

B. Index of Changes

Date	Chapter, Section	Application	Description	Resolution No.
01/01/2020	Water Utility	Meter testing (per meter)	Increase to \$6	EXAMPLE
02/15/2021	Aquatic Center	Coupon Rates, Rentals	Adjusted to \$29, 116	Bill No. 2118
02/15/2021	Aquatic Center	Twilight Rate	Added new rate	Bill No. 2118
02/15/2021	Parks	Island Park Performance Stage	Added new rental fees	Bill No. 2118
12/20/2021	Water Utility	Meter Installation	Added Commercial/Industrial to all meters over 1”	Bill No. 21135
12/20/2021	Aquatic Center	Admission, Coupon Rates	Adjusted admission to \$3 for 5-13, \$4 for 14-61 and \$3 for 62+, adjusted coupons books to \$35, \$140	Bill No. 21135
12/20/2021	Municipal Golf Course	Rack Rates	Increased various fees. No change to Annual Passholders	Bill No. 21135
12/20/2021	Winfield City Lake	Camping, Storage Fees	Increased Camping fees in Zones 25, 26, 3e and added storage fees.	Bill No. 21135
6/6/2022	Cemetery	Disinterment	Flat fee for any disinterment	Bill No. 2245
6/6/2022	Police/Fire/EMS	Transport Fees	Increase ambulance fees BLS-ALS. Added treat-no-transport fee	Bill No. 2245
12/22/2022	Alcohol/Liquor	Occupational Lic/Tax	Added fee to match practice	Bill No. 22130

12/22/2022	Broadway Rec Complex	Misc. B, C, D, E	Increased fees	Bill No. 22130
12/22/2022	Fairgrounds	C, D, E, F, G, I, K, M.	Increased fees	Bill No. 22130
12/22/2022	Municipal Golf Course	All Fees	Increased fees	Bill No. 22130
12/22/2022	Parks	Portable Restroom Trailer	Added fee for this new service	Bill No. 22130
12/22/2022	Police/Fire/EMS	Outside Employment	Increased fees	Bill No. 22130
12/22/2022	Winfield City Lake	Boat Fees, Rec Lic Fees, Non-resident camping	Increased fees	Bill No. 22130
12/22/2022	Utility Customer Service	Community Council Room Fees	Added fee for this new service	Bill No. 22130
12/22/2022	Electric Utility Service Fee	Single Phase ext, Three Phase ext, Underground ext, pole install.	Increased fees	Bill No. 22130
12/22/2022	Wastewater Utility Service Fees	Tap and inspection 6" or smaller	Increased fees	Bill No. 22130
12/22/2022	Water Utility Service Fees	Meter install 1" and smaller	Increased Fees	Bill No. 22130
03/17/2022	Buildings/Bldg Cstxn	Sidewalk Imprv Rebate	Established Fee	Bill No. XXXXX



Request for Commission Action

Date: March 17, 2023

Requestor: Taggart Wall, City Manager

Action Requested: Consider authorizing the city manager to enter into agreements regarding the installation of automated payment equipment and related software services at the Winfield City Lake not to exceed \$50,000.

Analysis: After review internally and of other area lakes and payment processing processes, staff presented the option of moving to an automated system for payment collection at the Winfield City Lake.

There are two main benefits to this option: 1) staffing and data/money management and 2) federal flow through funding for the lake fishery resources.

First, from a data collection/cash management and staffing standpoint, this is a great step forward operationally. With respect to internal controls, we would greatly improve cash management by reducing money handling among lake staff. This action would immediately reduce the required staffing for this function and the need for a temporary office trailer on the north side of the Lake.

Secondly, if we were able to deploy the technology this year, we believe that we can then take the data to Kansas Department of Wildlife and Parks and qualify for the advanced Community Fisheries Assistance Program which will impact not only our fishery at the lake, but at Island Park. Currently, we are one of two that remain at the basic level of funding/advantages going back to the mid-2000s when the program split into two levels—advanced and basic.

The CFAP program is related to state management and biologist assistance related to fishing—particularly stocking. Without being an advanced member, we do not gain enough “points” when considered against other lakes for stocking priority. After the floods in 2019, we have seen considerable challenges with fish management and without significant stocking in the near term, our fish population faces some risks and certainly could be better from an angler standpoint. CFAP requires that the City allow access to the lake for fishing purposes to be FREE—no vehicle permit, no boat permit, no fishing permit. If a customer is there for other purposes, we could still assess charges. In exchange, the Kansas Department of Wildlife and Parks will reimburse *all* lost revenue...and of course give fish stocking priority. We would also be able to receive qualifying priority for grant construction projects such as docks, habitat or ramps.

Staff reviewed two of the main service providers and also considered different payment methods of kiosk vs. online. Additionally, significant evaluation and time was spent discussing the option between cash or cashless payment.



Request for Commission Action

After review and feedback from the Governing Body, staff recommendation is to install a cashless payment kiosk on the south entrance near the dam and to also set up an online payment portal with signage located throughout the various lake zones directing them to the online portal or kiosk to make payment.

One concern with this change was the opportunity for “non-payers” and enforcement of such. The current system being evaluated and recommended for installation would allow for a license plate reading system to be set up that would easily identify whether someone had paid fees for not for use of the facility. Additionally, the system will be able to issue citations for non-compliance. This system will remove the need for stickers/papers to be placed in the windshield.

Fiscal Impact:

The estimated expense for setup is \$40,000.00 with an annual maintenance cost of approximately \$9,000/yr. This annual expense would be offset by the reduction in two seasonal staff members at the facility.

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas to enter into an agreement for automated payment equipment and related professional services, regarding permit fee collections at the Winfield City Lake.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to enter into an agreement for automated payment equipment and related professional services, regarding permit fee collections at the Winfield City Lake in an amount not to exceed \$50,000.

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

ADOPTED this 20th day of March, 2023

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



Request for Commission Action

Date: March 13th, 2023

Requestor: Tyson Kelley, Electric Production Interim
Quentin Rush, Substation Maintenance

Action Requested: Consider approval for 2023 substation technical support program.

Analysis: The City of Winfield has been implementing a technical support program as a form of preventive maintenance on our five electric substations and both generation plants since 2003. The program provides for the inspection of equipment and testing from an electrical contractor on a three-year rotation. Scheduled for maintenance in 2023 includes:

- Three substation transformers and their load tap changers
- Test all Battery banks in all five substations
- Four 69KV gas circuit breakers
- Two 69KV gas circuit switchers
- Fourteen 15KV vacuum circuit breakers
- 16 protective relays
- Ten 69KV potential transformers & 13 12.47KV potential transformers

Fiscal Impact: Consequently, based on the above, bids were solicited from the following to complete the 2023 TSP. Vertiv Electrical Reliability Services of Lee's Summit, MO, and Southwest Electric of Oklahoma City, OK. These are the two companies that have submitted historically and are as follows:

- Vertiv \$62,649.00
- Southwest \$46,900.00

This expense was approved in the 2023 budget in the amount of \$70,000.00 (GridLiance will be responsible for a portion of this program). Vertiv Electrical Reliability Services has been used in the past because of their familiarity with our electrical system and substation equipment. Vertiv has been conducting the majority of our TSP for the past ten years. Southwest Electric completed the substation maintenance in 2022 and also conducted equipment testing at the Power Plant last year.

Based on Southwest Electric's performance in recent years, Staff is recommending SWE be selected to conduct this years substation maintenance and testing.

Attachments: See attached Bids

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a proposal for professional services between Southwest Electric Co., Tulsa, Oklahoma and the City of Winfield, Kansas, regarding transmission and distribution substation and switchgear maintenance and inspection.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a proposal for professional services between Southwest Electric Co., Tulsa, Oklahoma and the City of Winfield, Kansas, regarding transmission and distribution substation and switchgear maintenance and inspection in the amount of \$46,900.00.

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

ADOPTED this 20th day of March 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

1304 N 143rd E Ave., Tulsa, OK 74116

Tel: 918-437-9494 ♦ Fax: 918-437-9499

Tyson Kelley
City Of Winfield KS
200 East 9th Street
Winfield, KS 67156

From: Brad Joslin
Cell: (918) 210-2943
Proposal Date: March 8, 2023
PROPOSAL # 7-23-040 R1

Substation Maintenance:

Location	Equip Type	Ref #	Designation / Circuit	Manufacturer	Type	Date of Manuf.	Serial #	kV	MVA		Current Status	Qty.
E a s t S u b s t a t i o n												
	Bat		Battery Bank	C&D				130 dc	70 ah	50 amp	60 Cells lead acid	1
	CHG		Battery Charger					120 ac		72 amp		1

Location	Equip Type	Ref #	Designation / Circuit	Manufacturer	Type	Date of Manuf.	Serial #	kV	MVA		Current Status	Qty.
S t r o t h e r S u b s t a t i o n	Trans	S69X1	Transformer	G.E.			M-160906	67 - 12.4/7.2	10/12.5/14	1900 gals		1
	LTC		LTC	G.E.	LRT					150 gals		1
	GCB	S69B1	69 Kv Loop GCBs	Siemens	SP-72.5-31.3-3	1990	45054-1	69		1200		1
	GCB	S69B2	69 Kv Loop GCBs	Siemens	SP-72.5-31.3-3	1990	45054-2	69		1200		1
	CS	S69C S1	Primary Disc Xfmr S69X1	S&C	2030	1990	90-11416	69		1200		1
	VCB	S12B1	Secondary Main Xfmr S69X1	Siemens	SDV	1990	45055-14	12.47		2000		1
	VCB	S12B3	G.E.	Siemens	SDV	1990	45055-3	12.47		1200		1
	VCB	S512B 5	South Strother	Siemens	SDV	1990	45055-1	12.47		1200		1
	VCB	S12B7	North Strother	Siemens	SDV	1990	45055-2	12.47		1200		1
	PT		69 Kv Bus	ABB	LPT-350			40.25				5
	PT		12 Kv Feeders	ABB				12.47				6
	BAT		Battery Bank	C&D	PZ-724E	2003		130 dc	90 ah	50 amps	60 Cells	1
	CHG		Battery Charger	GNB	GAF130S5OF	1991	91PS452	120 ac		72 amps		1
	Relays											
		Qty.	Circuit / Application	Type								
		3	Overcurrent, Recloser	Schweitzer	SEL-351	2008		12.47				3
		1	Overcurrent, Recloser, Frequency	Schweitzer	SEL-351	2008		12.47				1

Location	Equip Type	Ref #	Designation / Circuit	Manufacturer	Type	Date of Manuf.	Serial #	kV	MVA		Current Status	Qty.
T S i u e b	Trans	T69X3	Transformer	West	SL	1969	PFR- 63791	67-12.47/7.2	10	3140 gals	OA/FA	1
	LTC		LTC	West	UTT	1969				360 gals		1
	Bat		Battery Bank	C&D	PZ-724E	2003		130 dc		50 amps	60 cells lead acid	1
	CHG		Battery Charger					120 ac		72 amps		1



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

1304 N 143rd E Ave., Tulsa, OK 74116
Tel: 918-437-9494 ♦ Fax: 918-437-9499

Location	Equip Type	Ref #	Designation / Circuit	Manufacturer	Type	Date of Manuf.	Serial #	kV	MVA		Current Status	Qty.
Viking Sub	VCB	V12B3 5	College	Siemens	SDV	1990	45055-11	12.47		1200		1
	VCB	V12B3 6	Newton Hospital	Siemens	SDV	1990	45055-12	12.47		1200		1
	VCB	V12B3 9	Water Plant	Siemens	SDV	1990	45055-10	12.47		1200		1
	BAT		Battery Bank w/ charger	C&D	PZ-724E			130 dc		50 amp	60 cell lead acid	1
	CHG		Battery Charger	EXIDE				120 ac		72 amp		
	Relays											
		4	12.47kV Overcurrent, Recloser	Schweitzer	SEL-351	2008		12.47				4
		1	4.16kV Overcurrent, Recloser	Schweitzer	SEL-351			4.16				1

Location	Equip Type	Ref #	Designation / Circuit	Manufacturer	Type	Date of Manuf.	Serial #	kV	MVA		Current Status	Qty.
West Substation	Trans	W69X 4	Transformer	McGraw		1990	C-46656-1-1	67 - 12.47/7.2	16.8/22.4/28	3325 gals	OA/FA/FA	1
	LTC		LTC		550B					190 gals		1
	CS	W69C S4	Prim Disc for Xfmr W69X4	S&C	Series 2000	1990	90-11417	69		1200		1
	GCB	W69B 11	Tie to Tie Sub	Siemens	SP-72.5-31.3-3	1990	45054-4	69		1200		1
	GCB	W69B 12	Tie to Viking Sub	Siemens	SP-72.5-31.3-3	1990	45054-5	69		1200		1
	VCB	W12B 13	Sec Disc for Xfmr W69X4	Siemens	SDV	1990	45055-15	12.47		2000		1
	VCB	W12B 14	S.E. Residential Feeder	Siemens	SDV	1990	45055-4	12.47		1200		1
	VCB	W12B 15	19th Sreet Feeder	Siemens	SDV	1990	45055-5	12.47		1200		1
	VCB	W12B 16	West Plant Tie	Siemens	SDV	1990	45055-6	12.47		1200		1
	VCB	W12B 17	West 9th Feeder	Siemens	SDV	1990	45055-7	12.47		1200		1
	VCB	W12B 18	CBD 12th Street Feeder	Siemens	SDV	1990	45055-8	12.47		1200		1
	VCB	W12B 19	Baden Feeder	Siemens	SDV	1990	45055-13	12.47		1200		1
	PT							69				5
	PT							12				7
	BAT		Battery Bank	C&D	PZ-724E	2003		130 DC		50 amps	60 Cells lead acid	1
	CHG		Battery Charger	GNB				120 AC		72 amps		1
	Relays	Qty.	Circuit / Application	Type								
		7	Overcurrent, Recloser	Schweitzer	SEL-351	2008		12.47				7

Detailed Scope of Work:

Circuit Breakers, Air, Medium-Voltage

- Visual and Mechanical Inspection
- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify that all maintenance devices are available for servicing and operating the breaker.
- Perform as-found tests, if required.
- Clean the unit.
- Inspect arc chutes.
- Inspect moving and stationary contacts for condition, wear, and alignment.

- Close/open breaker and check for binding, friction, contact alignment, contact sequence, and penetration. Verify that contact sequence is in accordance with manufacturer's published data.
- Perform all mechanical operation tests on the operating mechanism in accordance with manufacturer's published data.
- Inspect bolted electrical connections for high resistance using one or more of the following methods: Use of a low-resistance ohmmeter, or by calibrated torque-wrench method in accordance with manufacturer's published data.
- Verify cell fit and element alignment.
- Verify racking mechanism operation.
- Inspect puffer operation.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Perform as-left tests.
- Record as-found and as-left operation-counter readings.
- Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
- Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with the circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data.
- Perform a contact/pole-resistance test.
- With the breaker in a test position, perform the following tests:
 - 1. Trip and close breaker with the control switch.
 - 2. Trip breaker by operating each of its protective relays.
 - 3. Verify mechanism charge, trip-free, and anti-pump functions.
- Verify blowout coil circuit continuity.
- Verify operation of cubicle space heaters, if applicable.
- Test instrument transformers.

Circuit Breakers, Vacuum, Medium-Voltage

- Visual and Mechanical Inspection
- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify that all maintenance devices are available for servicing and operating the breaker.
- Perform as-found tests, if required.
- Clean the unit.
- Inspect vacuum bottle assemblies.
- Measure critical distances such as contact gap as recommended by the manufacturer.
- Verify cell fit and element alignment.
- Verify racking mechanism operation.
- Inspect vacuum bellows operation.
- Perform contact timing test.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Perform as-left tests.
- Record as-found and as-left operation-counter readings.
- Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
- Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with the circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data.
- Perform a contact/pole-resistance test.
- With the breaker in a test position, perform the following tests:
 - 1. Trip and close breaker with the control switch.



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

1304 N 143rd E Ave., Tulsa, OK 74116
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2. Trip breaker by operating each of its protective relays.
3. Verify mechanism charge, trip-free, and anti-pump functions.

- Verify blowout coil circuit continuity.
- Perform a vacuum bottle integrity test across each vacuum bottle with the breaker in the open position.
- Verify operation of cubicle space heaters, if applicable.
- Test instrument transformers.

Circuit Breakers, SF6

- Visual and Mechanical Inspection
- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify that all maintenance devices are available for servicing and operating the breaker.
- Perform operator analysis (first-trip) test.
- Perform as-found tests, if required.
- Clean the unit.
- When provisions are made for sampling, remove a sample of SF6 gas and test.
- Do not break seal or distort sealed-for-life interrupters.
- Inspect and service operating mechanism and/or hydraulic or pneumatic system and SF6 gas-insulated system in accordance with manufacturer's published data.
- Test for SF6 gas leaks in accordance with manufacturer's published data.
- Test alarms, pressure switches, and limit switches for pneumatic and/or hydraulic operators and SF6 gas pressure in accordance with manufacturer's published data.
- If recommended by manufacturer, slow close/open breaker and check for binding, friction, contact alignment, and penetration. Verify that contact sequence is in accordance with manufacturer's published data.
- Perform all mechanical operation tests on the operating mechanism in accordance with manufacturer's published data.
- Inspect all bolted electrical connections for high resistance using one or more of the following methods: Low-resistance ohmmeter, or calibrated torque-wrench method in accordance with manufacturer's published data.
- Verify cell fit and element alignment.
- Verify racking mechanism operation.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Perform time-travel analysis.
- Perform as-left tests.
- Record as-found and as-left operation counter readings.
- Perform resistance measurements through all bolted connections with a low-resistance ohmmeter, if applicable.
- Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with breaker closed, and across each open pole. For single-tank breakers, perform insulation resistance tests from pole-to-pole. Apply voltage in accordance with manufacturer's published data.
- Perform a contact/pole-resistance test.
- With breaker in a test position, perform the following tests:
 1. Trip and close breaker with the control switch.
 2. Trip breaker by operating each of its protective relays.
 3. Verify trip-free and anti-pump functions.
 4. Perform power-factor or dissipation-factor tests on each pole with the breaker open and on each phase with breaker closed.



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

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- 5. Perform power-factor or dissipation-factor tests on each bushing equipped with a power-factor/ capacitance tap. In the absence of a power-factor/ capacitance tap, perform hot-collar tests. These tests shall be in accordance with the test equipment manufacturer's published data.

Transformers, Liquid-Filled

- Visual and Mechanical Inspection
- Inspect physical and mechanical condition.
- Inspect anchorage, alignment, and grounding.
- Verify the presence of PCB labeling, if applicable.
- Perform as-found tests, if required.
- Clean bushings and control cabinets.
- Verify operation of alarm, control, and trip circuits from temperature and level indicators, pressure relief device, and fault pressure relay, if applicable.
- Verify that cooling fans and/or pumps operate correctly.
- Inspect bolted electrical connections for high resistance using one or more of the following methods: low-resistance ohmmeter, or by calibrated torque-wrench method in accordance with manufacturer's published data.
- Verify correct liquid level in tanks and bushings.
- Verify that positive pressure is maintained on gas-blanketed transformers.
- Perform inspections and mechanical tests as recommended by the manufacturer.
- Test load tap-changer, if applicable.
- Verify the presence of transformer surge arresters.
- Perform as-left tests.
- Verify de-energized tap-changer position is left as specified.
- Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable.
- Perform insulation-resistance tests, winding-to-winding and each winding-to-ground. Apply voltage in accordance with manufacturer's published data.
- Perform turns-ratio tests at the designated tap position.
- Perform insulation power-factor or dissipation-factor tests on all windings in accordance with test equipment manufacturer's published data.
- Perform power-factor or dissipation-factor tests on each bushing.
- Perform excitation-current tests in accordance with the test equipment manufacturer's published data.
- Measure the resistance of each winding at the designated tap position.
- Test the instrument transformers.

Transformers, Dry Type

- Visual and Mechanical Inspection
- Inspect physical and mechanical condition.
- Prior to cleaning the unit, perform as-found tests, if required.
- Clean the unit
- Inspect bolted electrical connections for high resistance using one or more of the following methods: low-resistance ohmmeter, or by calibrated torque-wrench method in accordance with manufacturer's published data.
 1. Use of a low-resistance ohmmeter
 2. Verify tightness of accessible bolted electrical connections by calibrated torque wrench method.
 3. Perform a thermographic survey.
- Perform as-left tests.



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

1304 N 143rd E Ave., Tulsa, OK 74116
Tel: 918-437-9494 ♦ Fax: 918-437-9499

- Verify that as-left tap connections are as specified
- Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
- Perform insulation-resistance tests, winding-to-winding and each winding-to-ground. Apply voltage in accordance with manufacturer's published data.
- Perform turns-ratio tests at the designated tap position.
- Perform insulation power-factor or dissipation-factor tests on all windings in accordance with test equipment manufacturer's published data.
- Perform an excitation-current test on each phase.
- Measure core insulation resistance at 500 vdc, if the core is insulated and if the core ground strap is removable.
- Verify correct secondary voltage phase-to-phase-to neutral after energization.
- Test surge arrestors.

Instrument Transformers

- Inspect physical and mechanical condition.
- Prior to cleaning the unit, perform as-found tests, if required.
- Clean the unit.
- Inspect bolted electrical connections for high resistance using a low-resistance ohmmeter.
- Verify that all required grounding and shorting connections provide contact.
- Verify correct operation of transformer withdrawal mechanism and grounding operation, if applicable.
- Verify correct primary and secondary fuse sizes for voltage transformers.
- Use appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- Perform as-left tests.

Current Transformers

- Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
- Perform insulation-resistance test of each current transformer and wiring-to-ground at 1000 volts dc for one minute.
NOTE: For units with solid-state components that cannot tolerate the applied voltage, follow manufacturer's recommendations.
- Perform a polarity test of each current transformer.
- Perform a ratio-verification test using the voltage or current method.
- Perform an excitation test on transformers used for relaying applications.
- Measure current circuit burdens at transformer terminals.
- When applicable, perform insulation-resistance tests on the primary winding with the secondary grounded.
- When applicable, perform dielectric withstand voltage tests on the primary winding with the secondary grounded.
- Measure insulation power factor or dissipation factor in accordance with test equipment manufacturer's published data.
- Verify that current circuits are grounded and have only one grounding point.

Voltage Transformers

- Perform resistance measurements through bolted connections with a low-resistance ohmmeter.
- Perform insulation-resistance tests for one minute winding-to-winding and each winding-to-ground.
- Perform a polarity test on each transformer, as applicable, to verify the polarity marks or H1-X1 relationship.



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

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Tel: 918-437-9494 ♦ Fax: 918-437-9499

- Perform a turns-ratio test on all tap positions, if applicable.
- Measure voltage circuit burdens at transformer terminals.
- Perform a dielectric withstand voltage test on the primary windings with the secondary windings connected to ground.
- Measure insulation power factor or dissipation factor in accordance with test equipment manufacturer's published data.
- Verify that potential circuits are grounded and have only one grounding point.

Protective Relays Inspection and Test Procedures (Electromechanical and Solid State)

- Visual and Mechanical Inspection
- Inspect relays and cases for physical damage.
- Perform as-found tests, if required.
- Clean the unit.
- Tighten case connections.
- Inspect cover for correct gasket seal.
- Clean cover glass. Inspect shorting hardware, connection paddles, and/or knife switches.
- Remove any foreign material from the case.
- Verify target reset
- Inspect relay for foreign material, particularly in disk slots of the damping and electromagnets.
- Verify disk clearance, contact clearance, and spring bias.
- Inspect spiral spring convolutions. Inspect disk and contacts for freedom of movement and correct travel.
- Verify tightness of mounting hardware and connections.
- Burnish contacts.
- Inspect bearings and/or pivots.
- Verify that all settings are in accordance with coordination study or setting sheet supplied by owner.
- Perform as-left tests.
- Perform insulation-resistance test on each circuit-to-frame per relay manufacturer's published data.
- Inspect targets and indicators.
- Determine pickup and dropout of electromechanical targets.
- Verify operation of all light-emitting diode indicators.
- Set contrast for liquid-crystal display readouts.

Protective Relays, Microprocessor-Based

- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Download all events from the event recorder in filtered and unfiltered mode before performing any tests on the relay. Download the sequence-of-events recorder prior to testing the relay.
- Verify operation of light-emitting diodes, display, and targets.
- Record passwords for all access levels.
- Clean the front panel and remove foreign material from the case.
- Check tightness of connections.
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Download settings from the relay. Print a copy of the settings for the report and compare the settings to those specified in the coordination study.

- Perform insulation-resistance tests from each circuit to the grounded frame in accordance with manufacturer's published data.
- Apply voltage or current to all analog inputs and verify correct registration of the relay meter functions.
- Check functional operation of each element used in the protection scheme.
- Check operation of active digital inputs. Check output contacts or SCRs, preferably by operating the controlled device such as circuit breaker, auxiliary relay, or alarm.
- Upon completion of testing reset all min/max recorders, fault counters, sequence of events recorder, and all event records.

Protective Relay Functional Operation Tests

21 Distance Relay

1. Determine maximum reach.
2. Determine maximum torque angle.
3. Determine offset.

25 Sync Check Relay

1. Determine closing zone at rated voltage.
2. Determine maximum voltage differential that permits closing at zero degrees.
3. Determine live line, live bus, dead line, and dead bus set points.
4. Determine time delay.
5. Verify dead bus/live line, dead line/live bus and dead bus/dead line control functions.

47 Phase Sequence or Phase Balance Voltage Relay

1. Determine positive sequence voltage to close the normally open contact.
2. Determine positive sequence voltage to open the normally closed contact (undervoltage trip).
3. Verify negative sequence trip.
4. Determine time delay to close the normally open contact with sudden application of 120 percent of pickup.
5. Determine time delay to close the normally closed contact upon removal of voltage when previously set to rated system voltage.

50 Instantaneous Overcurrent Relay

1. Determine pickup.
2. Determine dropout.

51 Time Overcurrent

1. Determine minimum pickup.
2. Determine time delay at two points on the time current curve.

60 Voltage Balance Relay

Determine voltage difference to close the contacts with one source at rated voltage.

63 Transformers Sudden Pressure Relay

1. Determine rate-of-rise or the pickup level of suddenly applied pressure in accordance with manufacturer's published data.
2. Verify operation of the 63 FPX seal-in circuit.
3. Verify trip circuit to remote operating device.



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

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67 Directional Overcurrent Relay

1. Determine directional unit minimum pickup at maximum torque angle.
2. Determine closing zone.
3. Determine overcurrent unit pickup.
4. Determine overcurrent unit time delay at two points on the time current curve.

79 Reclosing Relay

1. Determine time delay for each programmed reclosing interval.
2. Verify lockout for unsuccessful reclosing.
3. Determine reset time.
4. Verify instantaneous overcurrent lockout.

81 Frequency Relay

1. Verify frequency set points.
2. Determine time delay.
3. Determine undervoltage cutoff.

87 Differential

1. Determine operating unit pickup.
2. Determine the operation of each restraint unit.
3. Determine slope.
4. Determine harmonic restraint.
5. Determine instantaneous pickup.

Substation Battery System

- The battery system will be inspected for physical damage and bus link integrity.
 - The charging system and each individual cell will be checked for correct voltage level.
 - The test data obtained will be included as part of the Engineering Appraisal Report.
 - Each individual cell will be checked for correct electrolyte specific gravity and level.
-
- Clean site and travel home.
 - Provide Job Summary Report, indicating equipment discrepancies, and applicable test reports.

12.47 kV Distribution Equipment: **\$18,182.50**

69 kV Transmission Equipment **\$28,717.50**

Total Service Price: ***\$46,900.00***

- Total Service Price includes only the services outlined in the Detailed Scope of Work above.
- Unless otherwise stated, all travel & work time is quoted for regular, non-holiday weekdays.
- Due to COVID-19, Southwest Electric Co will not be held responsible for any delays in product, materials, supplies or deliveries later than our quoted lead-time.



SUBSTATION & SWITCHGEAR SERVICES

Tulsa Division

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Southwest Electric Co. Responsibilities:

- Southwest Electric Co. (SWE) will provide the trained personnel, equipment and materials required to perform the service outlined above in Scope of Work.
- SWE will provide the required power to run any of our equipment unless a different arrangement has been made.
 - **Customer to provide 480V, 100-amp circuit to power primary injection test set.**
- Southwest Electric Company will perform the service quoted above under a mutually agreed upon schedule.

Customer Responsibilities:

- Provide a safe, clear access to the equipment to be serviced.
- Provide a qualified site contact/liaison for SWE to contact as needed.
- Customer is responsible for de-energizing, isolating, LOTO and grounding all equipment.
- If required, customer will disconnect and reconnect all high and low voltage terminations.
- If required customer will provide complete oil quality tests (less than one year old), including PCB analysis on any fluid filled equipment to be serviced. All isolated oil filled compartments must have an analysis. **If the unit has any detectable PCB content, greater than 2 ppm up to 49 ppm of PCB's, a \$1500.00 rig decontamination charge will apply if an oil processing rig is utilized.**

Warranty:

- All work performed by SWE personnel is guaranteed from defects resulting from faulty workmanship for a period of one year from the completion date of the work. This does not include Acts of God, maintenance of units by others, or other natural or unnatural causes which are beyond the control of SWE. Any warranty claims must be made to SWE. If the customer has a third party make repairs that would have been under SWE's warranty period, SWE will not reimburse the customer for any parts or labor provided by the third party and the balance of SWE's warranty period will be voided.

Project Acceptance:

- A hard copy of a purchase order must be sent to Southwest Electric Company prior to work being performed. A copy can be mailed to our address or emailed to brad.joslin@swelectric.com.

Prepared By:

Southwest Electric Company

Robert Long

Name (Print)

Robert Long

Signature

March 8, 2023

Date

Accepted By:

City Of Winfield KS

Name (Print)

Signature

Date

SOUTHWEST ELECTRIC CO.

TERMS AND CONDITIONS OF SALE AND SERVICE

The sale of any service and incidental goods ordered by the customer is expressly conditioned upon the terms and conditions contained or referred to herein except to the extent that a mutually agreed and current service contract is already in-place with a particular customer. Any additional or different terms and conditions set forth in the Customer's purchase order, or similar communication are objected to, and will not be binding upon Southwest Electric Company (herein called SWE), unless specifically assented to in writing by SWE's authorized representative. Authorization by the Customer, whether written or oral, to furnish services and incidental goods will constitute acceptance of these terms and conditions.

1. WARRANTY

- a. SWE warrants to the customer that goods and services sold will be free from defects in material and workmanship and will conform to mutually agreed upon specifications. If any failure to meet this warranty appears within one (1) year from the date of shipment of the goods, or completion of the services, on the condition that SWE be promptly notified in writing thereof, SWE will correct any such failure by re-performing any defective portion of the services furnished and supplying conforming goods. If the contract covers complete installation, maintenance, or construction, SWE will correct the failure by re-performing any defective service and either repairing or replacing (at its option) any defective goods furnished and any damage to the equipment upon which the service was performed resulting from defective service. If re-performance is not practicable, SWE will furnish without charge services in an amount essentially equal to those which, in SWE's sole judgment, would have been required for performance. If the contract covers job management, SWE's sole obligation will be to replace the job manager for the balance of the job. If the contract covers training, SWE's sole obligation will be to replace the assigned instructor and re-perform the training.
- b. The preceding paragraph (a) sets forth the exclusive remedy for all claims based on failure of or defect in goods or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort, (including negligence) strict liability or otherwise. The foregoing warranty is exclusive and is in lieu of all other warranties, whether written, oral, implied, or statutory. AS TO ALL GOODS SOLD, NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

2. EXCUSABLE DELAYS

- a. SWE shall not be liable for delay due to 1) causes beyond its reasonable control, or 2) act of God, acts of the Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes, or other labor disturbances, floods, epidemics, war, riot, pandemics, delays in transportation or car shortages, or 3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- b. In the event SWE is delayed due to acts of the Customer, or by the prerequisite work by the other contractors or suppliers of the Customer, SWE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

3. PAYMENTS AND FINANCIAL CONDITION

- a. Quoted prices are valid for 30 days from the date of proposal. Any applicable Federal, State or Local taxes will be in addition to the quoted price. When invoiced, the customer must provide tax exempt documentation, or they will be invoiced for the applicable taxes. Any additional costs not originally quoted can be additionally quoted or charged at our currently published Time and Material Rates. All amounts due to SWE under this agreement shall be paid to SWE within 30 days of the invoice date. Customer shall pay or reimburse SWE for all state and local taxes of any kind arising from the services and/or materials being provided hereunder. If any charge provided for herein is not paid within five (5) days of its due date, Customer agrees to pay a finance charge of one-and-a-half (1.5) percent per month, or the highest amount permitted by applicable law, whichever is less, until paid. Customer also agrees that if its account is referred to an attorney for collection, that it will pay all costs incurred by Southwest Electric Company, including reasonable attorney fees.
- b. Pro rata payments shall become due as shipments are made or as work is completed. If SWE consents to delay shipment of goods, payment shall become due on the date when SWE is prepared to make shipment. All payments shall be made without set-off for claims arising out of the other sales by SWE.
- c. If the financial condition of the Customer at any time does not, in the judgment of SWE, justify continued performance on the terms of payment previously agreed upon, SWE may require full or partial payment in advance or shall be entitled to terminate the contract and receive termination charges. In the event of bankruptcy or insolvency of the Customer, or in the event any proceeding is brought against the Customer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, SWE shall be entitled to terminate the contract any time during the period allowed for filing claims against the estate and shall be entitled to payment for its termination charges.
- d. For work performed in SWE shops, SWE at its option may retain possession of goods ordered or serviced under the contract, if its charges for such goods or services are not paid within 90 days following completion of the work and invoicing the Customer, SWE may, upon not less than seven (7) days written notice by certified mail to the Customer at the Customer's last known address, sell the goods at public or private sale and apply the net proceeds to SWE's charges.

4. CHANGES, DELETIONS AND EXTRA WORK

- a. The Customer, without invalidating the contract, may make changes by altering, adding to, or deducting from the general scope of work with the contract price being adjusted accordingly. All such work shall be executed under the condition of the contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. The charge for any such extra work or change shall be determined in one or more of the following ways: 1) by mutually agreed firm lump sum price, or 2) by unit prices specified in the contract or agreed upon, or 3) by SWE's Time & Material Rate Sheet.

5. LIMITATIONS OF LIABILITY

- a. SWE's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort, (including negligence) strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the contract, or from the performance or breach thereof, or from any goods or services covered by or furnished under the contract of any extension or expansion thereof, (including remedial warranty efforts) shall in no case exceed the contract price of a lump sum contract, or the price of work completed, if the contract is being performed on a cost type basis. Except as to title to any goods furnished, all such liability shall terminate upon the expiration of the warranty period specified in the article entitled "Warranty."
- b. In no event, whether based on contract, indemnity, warranty, tort, (including negligence) strict liability or otherwise, shall SWE, its employees and suppliers be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime cost, or claims of customers of the Customer for such damages, and the Customer will indemnify SWE, its employees and suppliers against any such claims from the Customer's customers. If the Customer is furnishing SWE's goods or services to a third-party by contracts, the Customer shall obtain from such third-party a provision affording SWE and its suppliers the protection of this and the preceding paragraph 6 (a).
- c. When any goods, services, or both, furnished hereunder are to be used or performed on, or in connection with any nuclear installation or activity, SWE, its employees and suppliers shall have no liability, whether based on contract, indemnity, warranty, tort, (including negligence) strict liability or otherwise, for any nuclear damage, injury or contamination to any property located at the site, and the Customer will indemnify SWE, its employees and suppliers against any such liability. In addition, the Customer shall furnish an Agreement of Indemnification as contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, and Nuclear Liability Insurance from ANI and MAELU, or both, pursuant to Section 170 of said Act. Any of SWE's material or equipment which becomes radioactive at the work site shall, at SWE's option, be purchased by the Customer. Any nuclear decontamination necessary for SWE's performance (including remedial warranty efforts) shall be performed by the customer without cost to SWE. In addition, at nuclear sites, SWE will not be liable to the Customer for any damage to property of the Customer, to the extent that the Customer has ANI or MAELU insurance coverage for such loss.
- d. In no event shall SWE be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by test expressly specified in the scope of work under this contract) or caused by the use of goods by the Customer against the advice of SWE. If SWE furnishes the Customer with advice or assistance concerning any products, or systems which is not required pursuant to the contract, the furnishing of such advice or assistance will not subject SWE to any liability, whether in contract, indemnity, warrant, tort, (including negligence) strict liability or otherwise.
- e. Furthermore, it is recognized and understood that no electrical device will function indefinitely, and that at any given time the said equipment is subject to failure. Resultant from this knowledge, the Customer does hereby agree to exonerate, indemnify, and hold harmless SWE, its employees, agents, officer, and its subcontractors, if any, from and against any and all losses, damage, claims, attachments, judgments, and costs of any kind or nature whatsoever. These shall include incidences relating to damage or destruction of property listed in this proposal, loss of production by the Customer caused by or in any manner associated with the work contracted for in this proposal.

6. GENERAL

- a. For reasons of personnel and plant safety, SWE personnel reserve the right to decline any portion of the job which they may deem hazardous.
- b. SWE reserves the right to subcontract any of the work to one or more subcontractors.
- c. The delegation or assignment by either party of any, or all of its duties or rights hereunder without the other party's prior written consent, shall be void.
- d. Any information, suggestions or ideas transmitted by the Customer to SWE are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized representative of SWE.
- e. SWE shall comply with all applicable State and Federal laws, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970 (OSHA), laws related to non-segregated facilities and equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246, as amended; and all standards, rules, regulations, and orders issued pursuant to such State and Federal laws.
- f. Customer agrees to perform all of the services required of it pursuant to the provisions of this quotation set forth on the face hereof or in any attachments hereto. Customer does hereby indemnify and hold SWE harmless for any liability, which may be asserted against SWE for Customer's failure to perform the services, agreed upon.
- g. SWE does not service or repair in shop, or on site, any oil filled equipment that contains PCB level above 50 PPM. It will be the responsibility of the Customer to ensure that PCB level is below 50 PPM before engaging the services of SWE.
- h. In the event the quotation attached relates to disposal or retro-filling of fluids, SWE reserves the right to withdraw this quotation even though accepted by Customer in the event the materials involved do not comply with the description previously furnished by customer to SWE.
- i. The scheduling of the services to be provided hereunder shall be done by mutual agreement between the parties if not otherwise specifically provided for on the face hereof. Failure of the parties to agree upon a scheduling of the services shall render this quotation null and void.
- j. Delivery of goods will be made F.O.B. at the point of shipment to the Customer.
- k. SWE's Field Service Division is Non-Union. It is the Customer's responsibility to inform Southwest Electric Company, prior to awarding SWE the contract, if any Union considerations are required. If any Union related considerations are required after acceptance of this proposal, all additional cost incurred by SWE will be charged to the customer at our currently published Time and Material Rates.
- l. A customer representative must authorize any additional work. An Additional Work release form must be signed prior to our beginning the work. When the additional work is completed, the customer representative must sign the release form indicating that the work was completed.
- m. If the work scope of this job extends over a weekend, SWE's personnel will work on Saturday and Sunday unless the Customer or jobsite owner refuses to let Southwest Electric Company's personnel work. If SWE is not informed of this restriction in writing, prior to quoting the job or accepting the order, the customer will be billed at our currently published Time and Material Rates for an eight-hour day/day for wait time.
- n. Any delays caused by other than SWE personnel or additions to the scope of work quoted above will be billed additionally at our currently published Time and Material Rates. Southwest Electric Company's oil processing crews consist of two personnel who when processing for a period of greater than 14 hours in a day will split up into shifts so that only one man per shift will be on the rig at any time. If the customer or job site owner require two men on the rig at all times, the additional man will be billed at our currently published Time and Material Rates.

7. COMPLETE AGREEMENT

- a. The complete agreement between Seller and Buyer is contained herein and in the applicable terms and conditions that appear in Seller's current sales literature, and no additional or different terms or conditions stated by Buyer shall be binding upon Seller unless agreed in writing. No course of dealing or usage of trade shall be relevant to supplement or explain any terms used in this agreement.

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Midwest Moos, Inc.)

WHEREAS, Midwest Moos, Inc. has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Midwest Moos, Inc. requests the possession and consumption of alcoholic liquor or enhanced cereal malt beverage in the Broadway Sports Complex during a series of outdoor baseball events in 2023.

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

Section 1. Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

Section 2. Midwest Moos, Inc. requests the possession and consumption of alcoholic liquor or cereal malt beverage in the Broadway Sports Complex from 5:00 pm to 10:00 pm during a series of outdoor baseball events in 2023.

Section 3. The governing body of the city of Winfield Kansas hereby authorizes the Outdoor Community Event and Temporary Entertainment District Application, in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the possession or consumption of alcoholic liquor as presented by Midwest Moos, Inc. from 5:00 pm to 10:00 pm during a series of outdoor race events in 2023, in the Broadway Sports Complex, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 20th day of March 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission Action: _____
Taggart Wall, City Manager



Outdoor Community Event and Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

MidWest Moos INC

Contact Name:

Sheldon Howell

Email:

kclbonline@outlook.com

Telephone:

3167343308

Address:

6501 W Irving

City/State/Zip:

Wichita KS 67209

EVENT INFORMATION

Event Title:

Midwest Moos Baseball Season

Event Date:

June 1- Aug 1

Event Type:

Spectator Baseball

Event Time (setup & teardown):

4:00PM- 10:00PM

Public Property Needed:

Broadway Sports Complex - Collegiate Field

Street Closure Requested? Yes ☐ or No ☒

If yes, provide map of event identifying any and all street closures and placement of barricades; with type of barricades to be used

Has written approval been received by appropriate authorities (KDOT) for closure of any State Highway (Main Street or 9th Avenue)? Yes ☐ or No ☒ if yes, attach copy

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

N/A

Site Plan Required: The plan defines the placement of fencing, tables, water supply, toilet/lavatory facilities, lighting, stages, temporary power needs, parking plans, sound plan, traffic control, temporary seating, tents or canopies, amusement or inflatable rides, barricade type/location, enter/exit locations, trash, signage, all streets being closed, etc. Parade or motor events require a map or diagram of the route to be traveled w/ starting and ending points identified; use of all or a portion of the street; approximate number, type, and description of persons, animals, and vehicles, as well as information above.

Will admission be charged? Yes ☒ or No ☐

Is this event a fundraiser? Yes ☐ or No ☒

Estimated Attendance: *(maximum)*:

Number of participants in previous years:

200

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

GENERAL LIABILITY INSURANCE INFORMATION

Comprehensive liability insurance (CGL) is a broad policy that protects the organization from liability claims related to products coverage, completed operations coverage, premise and operations coverage, and independent contractors' coverage; also called commercial general liability insurance. Proof of insurance



Outdoor Community Event and Temporary Entertainment District Application

may need be submitted to the City prior to approval of this application if any of the following activities are a part of the event; including but not limited to paid admissions, spectators, fairs & festivals, fireworks, concerts, carnivals, exhibitions, fundraisers, rides & attractions, racing events, religious ceremonies, running events, sporting events, animals, airsoft or paintball gun usage, construction exposures, inflatables (bounce houses), trampolines, water rides or water slides, bb/pellet guns, re-enactment weapons, archery, bonfires or open pit fires, food trucks/vendors, cereal malt beverage/liquor liability.

If required, the Applicant will procure and maintain during the term of the event a policy of insurance which provides general liability coverage in an amount not less than \$ 1,000,000 General Aggregate, \$ 1,000,000 Products Aggregate, \$ 500,000, Each Occurrence, \$ 500,000 Personal/Adv Injury, \$ 100,000 Fire Damage. with the City of Winfield KS, its officers and agents, named additional insured's.

Has a prior insurance provider canceled or refused to renew your policy? Yes ☐ or No ☒

ALCOHOLIC LIQUOR OR CMB INFORMATION

Will Alcoholic Liquor or CMB be sold and/or served? Yes ☒ or No ☐ If yes, complete the following

If Yes, is there a Liquor Liability Policy In-Force? Yes ☒ or No ☐

Is the Applicant Named as an Additional Insured? Yes ☒ or No ☐

On-Site Supervisor Name:

Dave Buche

Email:

kclbonline@outlook.com

Telephone:

3167343308

Address:

6501 W Irving

City/State/Zip:

Wichita KS 67209

Possession, sale and/or consumption of Alcoholic Liquor or CMB: A Catered Licensed Event, Temporary license or a Temporary Permit MUST be approved by the Kansas Division of Alcoholic Beverage Control (ABC) and the Winfield City Commission. Regular City Commission meetings are held the 1st and 3rd Mondays of each month.

FOOD INFORMATION

Will food be sold and/or served? Yes ☒ or No ☐ If yes, complete the following

Who is Providing the Food and/or Drink?

Midwest Moos Concessions

If Other than the Applicant, is a Certificate of Insurance Provided? Yes ☒ or No ☐

If Other than the Applicant, is Applicant Named as Additional Insured? Yes ☒ or No ☐

On-Site Supervisor Name:

Dave Buche

Email:

kclbaseball@outlook.com

Telephone:

3168070973

Address:

6501 W Irving

City/State/Zip:

Wichita KS 67209



**Outdoor Community Event
and
Temporary Entertainment District Application**

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

A handwritten signature in cursive script, appearing to read "Sheldon Howell", written over a horizontal line.

Signature of Event Applicant

01/11/23

Date

APPLICATION APPROVAL

Winfield City Manager

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2022

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

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

PRODUCER Pacific Crest Services, Inc, DBA Insurance Solutions LLC 450 W. State Street, Suite 215 Eagle, ID 83616		CONTACT NAME: Kristi Patton PHONE (A/C, No, Ext): (316)371-4245 E-MAIL ADDRESS: k.patton@pacificcrestinsurance.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Companies	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Kansas Collegiate League Baseball DBA KCLB 608 S Tyler Rd Wichita, KS 67209	NAIC #
--	---------------

COVERAGES**CERTIFICATE NUMBER:** 00295404-55535**REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2263677	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Winfield
2200 Broadway St
Winfield, KS 67156

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

AUTHORIZED REPRESENTATIVE

(KRP)

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FIELD AGREEMENT
BETWEEN CITY OF WINFIELD, KANSAS
&
MIDWEST MOOS INC

This AGREEMENT, entered into this ____ day of October, 2021 by the MIDWEST MOOS INC and the CITY OF WINFIELD, KS (hereinafter known as the CITY).

WHEREAS, the CITY and the MidWest Moos INC have agreed to terms on a new FIELD AGREEMENT for the 2022 & 2023 baseball seasons through August 2023.

NOW THEREFORE, upon such approval, the parties do hereby agree as follows:

1. The CITY agrees to the following conditions:

A. Beer Sales - The CITY will allow the sale and consumption of beer at a designated area, with applicable and preapproved CMB licensing/permitting, during MidWest Moos INC contests when no Winfield Recreation Commission games are being played on adjacent fields in the main quad area of the Broadway Sports Complex.

B. Mowing - The CITY or a designee thereof, agrees to mow the grass at the Baseball Field.

C. Field Rental- MidWest Moos INC shall submit to CITY \$2,000 in field rental for each season. One-half (1/2) of the rent shall be submitted no later than June 1 and the final rent shall be submitted no later than October 1.

D. Dugouts Maintenance - The CITY shall be responsible for all electrical, plumbing and air conditioning maintenance, repair and replacement, except, any damage caused by misuse or purposeful damage.

2. The MidWest Moos INC agrees to the following conditions:

A. Clean-up - The MidWest Moos INC agrees to assist in picking up trash after each contest. MidWest Moos INC will require preseason training of designated personnel by CITY for clean-up procedures.

B. Field Preparation - The MidWest Moos INC shall be responsible for playing field preparation as required. MidWest Moos INC will require preseason training of designated personnel by CITY for field preparation procedures.

C. Game Schedule - To be coordinated and presented to the CITY, or it's designee as soon as it is available. Any special scheduling requests shall be made to the CITY, or it's designee, prior to finalizing the schedule.

D. Concessions - The MidWest Moos INC shall have sole responsibility and right for the sale of beer during contests. The MidWest Moos INC shall have the sole responsibility and right for the sale of concessions during MidWest Moos INC contests. The MidWest Moos INC agrees to abide by all CITY policies, regulations and other contracts including the exclusive rights of Coca-Cola products at Broadway Sports Complex.

E. Beer Sales - The MidWest Moos INC shall have the sole responsibility for the operation and sale of beer within the designated area during MidWest Moos INC contests. All concession staff handling and selling beer must be of legal age. Under no circumstances shall the City of Winfield be held responsible for underage sale or consumption of beer.

F. Dugouts - The MidWest Moos INC is responsible for maintaining any furniture, lockers, carpet, etc. having to do with the baseball operations, and the normal cleaning of the dugouts.

G. The MidWest Moos INC shall have written permission from the third party owner of any equipment used in conjunction with their baseball operations when said equipment is not owned by the CITY or the MidWest Moos INC.

H. Community Involvement - The MidWest Moos INC agrees to be active in the community by serving as volunteers for various community functions when possible.

I. MidWest Moos INC agrees to carry Comprehensive Liability insurance naming the City of Winfield, its officers and agents as additionally insured in an amount not less

than \$1,000,000 General Aggregate, \$1,000,000 Products aggregate, \$500,00, Each Occurrence, \$500,000 Personal/Adv Injury and \$100,000 Fire Damage.

Under no circumstances shall the MidWest Moos INC hold the City of Winfield responsible for damages or injuries incurred as a result of negligence out of the City's control or participation in an event.

This Contract is effective from the latest date signed below for a period of two (2) baseball seasons and will be reviewed by both parties in August 2023.

There shall be an ANNUAL MEETING no later than fourteen (14) days after the end of the postseason in which members of the CITY and the owners/management of the MidWest Moos INC review the previous season's operations.

Each party shall provide written notification to the other not more than ten (10) days after the ANNUAL MEETING of its intent to negotiate a contract for the future season/s.

Each party shall have the right to terminate this contract by written notification of not less than thirty (30) days should the other party breach any of the above terms, misfeasance, malfeasance or nonfeasance.

The provisions of this agreement shall be binding upon the heirs, successors, executors and administrators of both parties upon written agreement of any transfer of rights.

City Manager

Date

MidWest Moos, INC

Date



Winfield Fire Inspection Report - No Violations

Inspection Information

Inspector: Mayberry, Chad
Inspection Date: Other 03/10/2023

Passed: Yes
Inspection Number: 2023-0310-01
Date Completed: 03/10/2023

Occupancy Information

Name: Winfield Fair Grounds
Occupant Physical Street Address: West 1105 9TH Avenue
Occupant Physical City State Zip: Winfield Kansas 67156

Violations

Notes: Midwest Moos CMB Inspection:

Manager: Anastasia Anthony
620-441-8863
420 N Michigan St.

Facility is subject to inspection the day of the events to ensure any modifications made are code compliant.

Exit access must be maintained at all times during the event.

Violation Documents

Signatures

Congratulations, an inspection of your facility revealed no violations. For further information regarding the inspection contact the Fire Marshal's Office: cmayberry@winfieldks.org or by phone at 620-221-5560.

Signatures

Signature Name

Type

Signature Graphic

Chad Mayberry

Inspector



Request for Commission Action

Date: March 10, 2023

Requestor: Taggart Wall, City Manager

Action Requested: Consider Resolution authorizing an Outdoor Community Event, Temporary Alcohol Permit & Temporary Entertainment District Application from Old Skool Productions

Analysis: Old Skool Productions, through an Outdoor Community Event & Temporary Entertainment District application, requests authorization to allow possession and consumption of alcohol or cereal malt beverages in the Winfield Fairgrounds from 10:00 am to 11:59p.m. inside the pit area during a series of outdoor race events in 2023. A separate temporary Alcohol or Cereal Malt Beverage Permit is not required of Old Skool Productions for possession and consumption only inside the pit area. The Governing Body would need to adopt a Resolution acknowledging the "Special Event" and authorizing possession and consumption.

Additionally, Old Skool Productions requests authorization to allow possession and Consumption and the sale of alcohol or cereal malt beverages in the Winfield Fairgrounds from 10:00 am to 11:59p.m. inside the grandstand area during a series of outdoor race events in 2023. A separate temporary Alcohol or Cereal Malt Beverage Permit is required of Old Skool Productions for possession and consumption and sale inside the identified grandstand area. The Governing Body would need to approve a temporary alcohol/CMB permit for this part of the event. Security for the grandstand area will be provided and approved by the Winfield Police Department, with costs covered by Old Skool Productions.

Fiscal Impact: The event producers have agreed to pay 5% of gate admission to the area and are seeking restroom services from the City.

Attachments:

OCE/TED Application

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Pro, LLC)

WHEREAS, Old Skool Productions has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Old Skool Pro requests the possession and consumption of alcoholic liquor or cereal malt beverage in the Winfield Fairgrounds during a series of outdoor race events in 2023.

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

Section 1. Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

Section 2. Old Skool Productions requests the possession and consumption of alcoholic liquor or cereal malt beverage in the Winfield Fairgrounds from 10:00 am to 11:59 pm during a series of outdoor race events in 2023. A Temporary Alcohol or Cereal Malt Beverage Permit is not required of Old Skool Productions for possession and consumption only inside the defined pit area.

Section 3. The governing body of the city of Winfield Kansas hereby authorizes the Outdoor Community Event and Temporary Entertainment District Application, in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the possession or consumption of alcoholic liquor as presented by Old Skool Productions from 10:00 am to 11:59 pm during a series of outdoor race events in 2023, in the Winfield Fairgrounds, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 20th day of March 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission Action: _____
Taggart Wall, City Manager



Outdoor Community Event and Temporary Entertainment District Application

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

Complete Outdoor Community Event Applications must be submitted **at least 30 days** prior to the proposed date of the event

The City of Winfield defines an Outdoor Community Event as follows:

- Outdoor event on public property organized for a particular and limited purpose and time. Such events shall include, but not be limited to fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, cookouts, block parties, community celebrations, shows, exhibitions, circuses, fairs and temporary entertainment districts. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events occurring solely on sidewalks or public rights of way immediately adjacent to public streets that do not require the closing of the sidewalk or public way.

The City of Winfield defines a Temporary Entertainment District as follows:

- A defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a Community Event which has been properly permitted.

General Information:

It is the purpose of this application to establish a process for permitting community events to use City streets, sidewalks, parks and alleys. It is unlawful for any person to conduct a community event without a community event permit. Any information required by the application must be complete upon submittal. Incomplete applications may be denied. The City of Winfield may refuse any application received less than 30 days before the event or lacking requested information. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- The Winfield Police Department, the Winfield Fire Department and authorized representatives of such departments shall be responsible for the enforcement of all provisions of this application.
- No fee shall be charged for the application or permit for a Community Event itself.
- The issuance of a Community Event permit shall not negate the responsibility of the permit holder to acquire all other necessary and applicable licenses or permits which may be required for the event or pay any additional fees.
- Street closure request made to the City of Winfield.
- Certificate of General Liability Insurance naming the City of Winfield as additionally insured, *if applicable*.
- Security requirements including hiring of certified law enforcement officers.
- All Food/Beverage/Concessionaire/Amusement vendors list including contact person, contact information, and permits/licenses, as necessary.
- Outdoor Community Events shall cease between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday.
- A detailed Security Plan will be required and approved by Winfield Chief of Police. Extraordinary Police/Fire services will be billed directly to the permit holder and will be the permit holder's responsibility.



Outdoor Community Event and Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

OLD SKOOL PRODUCTIONS

Contact Name:

Tony Russell

Email:

OLD SKOOL PRODUCTIONS 16@gmail.com

Telephone:

620-222-4535

Address:

420 N. Michigan St.

City/State/Zip:

Winfield KS. 67156

EVENT INFORMATION

Event Title:

Event Date:

SEE ATTACHMENT

Event Type:

Figure 8 / Demo Derby

Event Time (setup & teardown):

Public Property Needed:

Street Closure Requested? Yes ☐ or No ☒ N/A

If yes, provide map of event identifying any and all street closures and placement of barricades; with type of barricades to be used

Has written approval been received by appropriate authorities (KDOT) for closure of any State Highway (Main Street or 9th Avenue)? Yes ☐ or No ☐ if yes, attach copy

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

Site Plan Required: The plan defines the placement of fencing, tables, water supply, toilet/lavatory facilities, lighting, stages, temporary power needs, parking plans, sound plan, traffic control, temporary seating, tents or canopies, amusement or inflatable rides, barricade type/location, enter/exit locations, trash, signage, all streets being closed, etc. Parade or motor events require a map or diagram of the route to be traveled w/ starting and ending points identified; use of all or a portion of the street; approximate number, type, and description of persons, animals, and vehicles, as well as information above.

Emergency Services Requested: Police ☐ Fire ☐ EMS ☐

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

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

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

Will admission be charged? Yes ☒ or No ☐

Is this event a fundraiser? Yes ☒ or No ☐

Estimated Attendance: (maximum):

3000

Number of participants in previous years:

1000 - 2500

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



Outdoor Community Event and Temporary Entertainment District Application

GENERAL LIABILITY INSURANCE INFORMATION

Comprehensive liability insurance (CGL) is a broad policy that protects the organization from liability claims related to products coverage, completed operations coverage, premise and operations coverage, and independent contractors' coverage; also called commercial general liability insurance. Proof of insurance may need be submitted to the City prior to approval of this application if any of the following activities are a part of the event; including but not limited to paid admissions, spectators, fairs & festivals, fireworks, concerts, carnivals, exhibitions, fundraisers, rides & attractions, racing events, religious ceremonies, running events, sporting events, animals, airsoft or paintball gun usage, construction exposures, inflatables (bounce houses), trampolines, water rides or water slides, bb/pellet guns, re-enactment weapons, archery, bonfires or open pit fires, food trucks/vendors, cereal malt beverage/liquor liability.

If required, the Applicant will procure and maintain during the term of the event a policy of insurance which provides general liability coverage in an amount not less than \$ 1,000,000 General Aggregate, \$ 1,000,000 Products Aggregate, \$ 500,000, Each Occurrence, \$ 500,000 Personal/Adv Injury, \$ 100,000 Fire Damage, with the City of Winfield KS, its officers and agents, named additional insured's.

Has a prior insurance provider canceled or refused to renew your policy? Yes ☐ or No ☒

ALCOHOLIC LIQUOR OR CMB INFORMATION

Will Alcoholic Liquor or CMB be sold and/or served? Yes ☒ or No ☐ If yes, complete the following

If Yes, is there a Liquor Liability Policy In-Force? Yes ☒ or No ☐

Is the Applicant Named as an Additional Insured? Yes ☒ or No ☐

On-Site Supervisor Name:

ANASTASIA MARIA ANTHONY

Email:

Telephone:

620-441-8863

Address:

218 E. MAIN ST.

City/State/Zip:

OXFORD KS 67119

Possession, sale and/or consumption of Alcoholic Liquor or CMB: A Catered Licensed Event, Temporary license or a Temporary Permit MUST be approved by the Kansas Division of Alcoholic Beverage Control (ABC) and the Winfield City Commission. Regular City Commission meetings are held the 1st and 3rd Mondays of each month.

FOOD INFORMATION

Will food be sold and/or served? Yes ☒ or No ☐ If yes, complete the following

Who is Providing the Food and/or Drink?

* COWEAL CONCESSIONS

If Other than the Applicant, is a Certificate of Insurance Provided? Yes ☐ or No ☐

If Other than the Applicant, is Applicant Named as Additional Insured? Yes ☐ or No ☐

On-Site Supervisor Name:

Email:

Telephone:

Address:

City/State/Zip:



Outdoor Community Event and Temporary Entertainment District Application

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

Tony Russell
Signature of Event Applicant

2-15-2023
Date

APPLICATION APPROVAL

Winfield City Manager

Date

Old Skool Productions

2023 Race Schedule

4-1- 1st Race (April Fools race)

4-8- Easter Weekend

4-15- 2nd Race

4-22- 3rd Race

4-29-

5-6- 4th Race

5-13- Mother's Day

5-20- 5th Race

5-27- Memorial Day

6-3- 6th Race

PENDING APPROVAL

6-10- 7th Race

“

“

6-17- Father's Day

6-24- 8th Race

“

“

7-1-

7-8- 9th Race

“

“

7-15-

7-22-10th Race

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*rejected**

7-29- Cowley Fair

9-23- Bluegrass Festival

9-30- 11th Race

10-7-

10-14- 12th Race

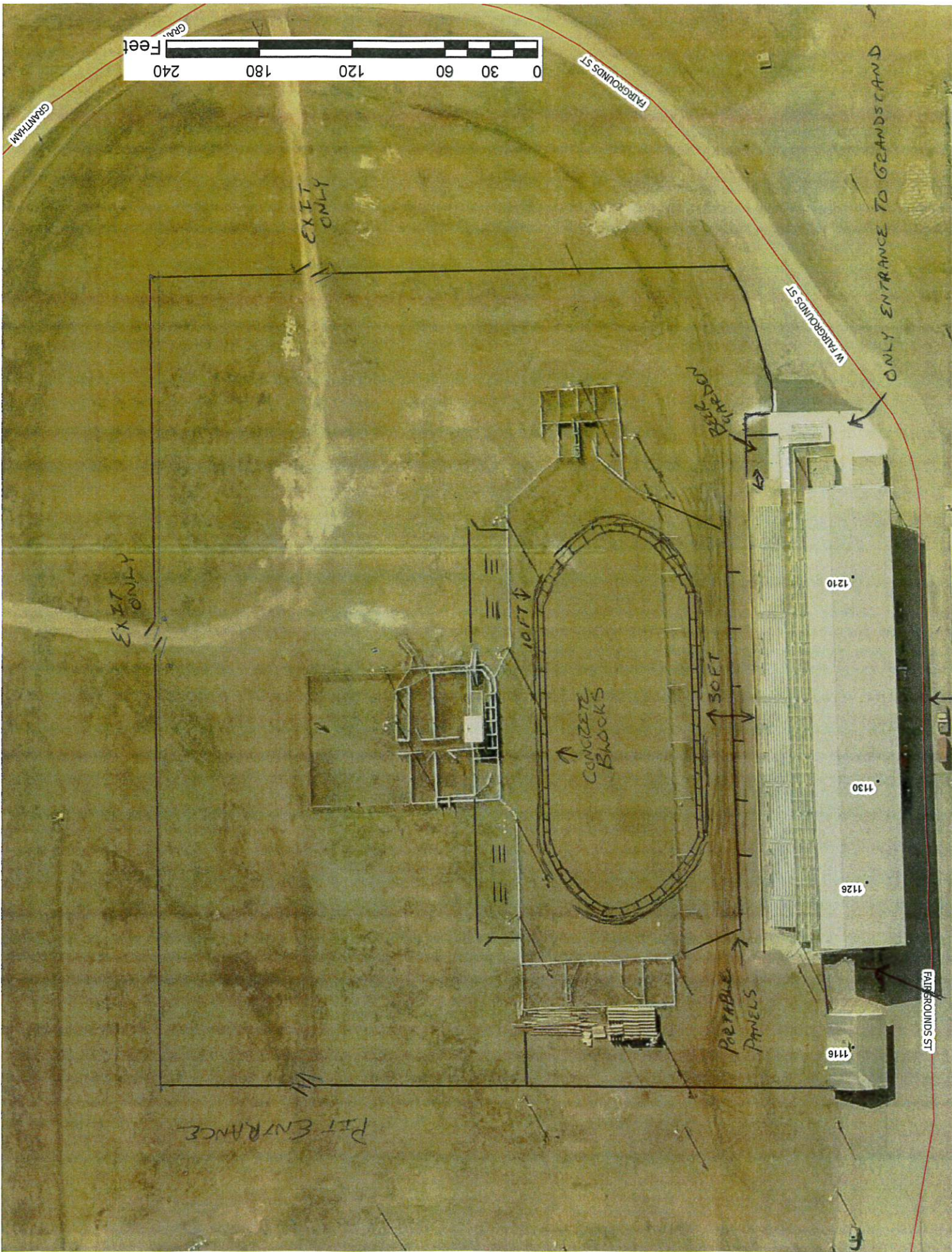
10-21- 13th Race

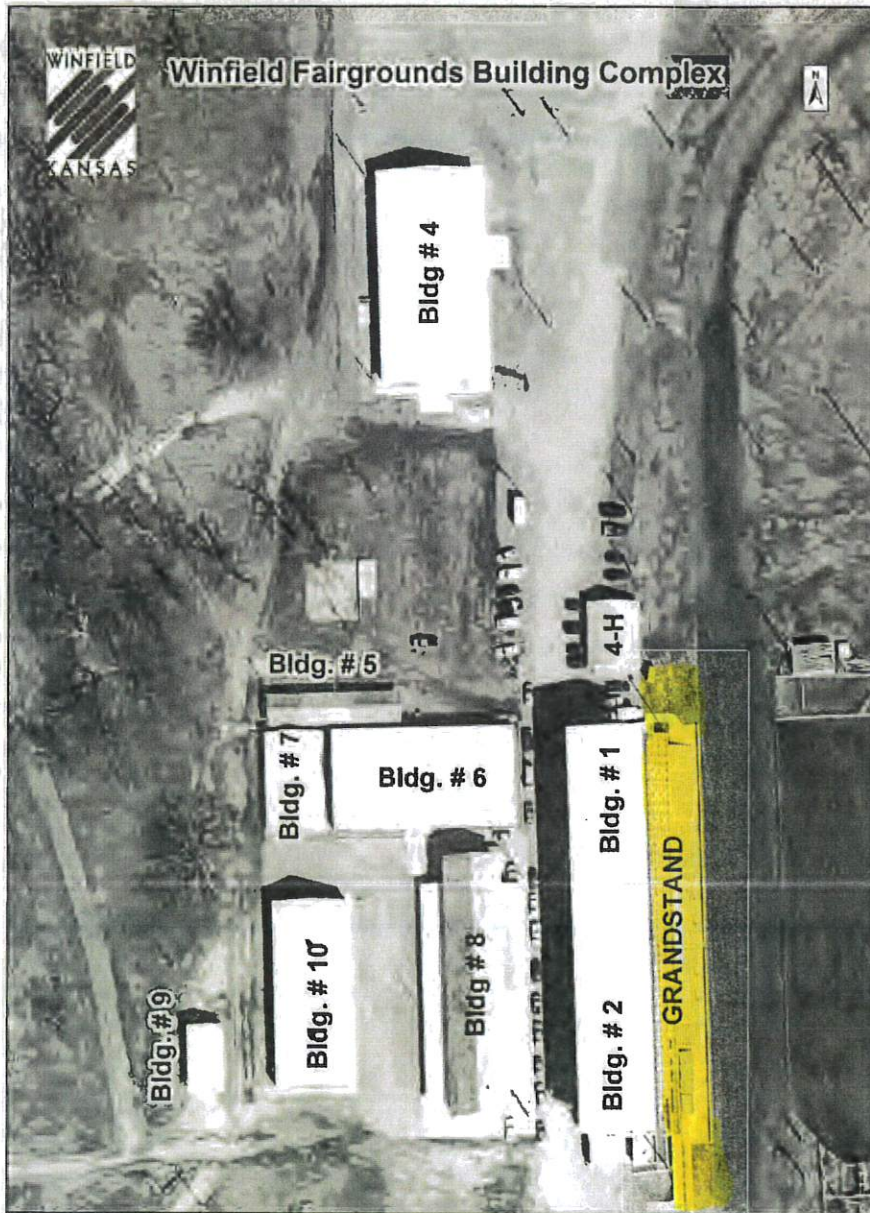
10-28-

11-4- 14th Race

11-11-

11-18- 15th Race





PRODUCED BY THE CITY OF WINFIELD ENGINEERING / G.I.S. DEPT. USING THE BEST AVAILABLE DATA AS OF JULY 31, 2008.
 THE CITY OF WINFIELD IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS. AERIAL PHOTOS CURRENT AS OF MARCH 2003.

EMERGENCY
EXIT ONLY

EMERGENCY
EXIT ONLY

PIT ENTRANCE

EXIT ONLY

EXIT ONLY

ONLY ENTRANCE TO GRANDSTAND

1116

1126

1130

1210

RETRAIL
PANELS

CONCRETE
BLOCKS

30 FT

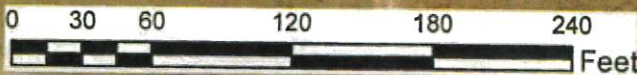
10 FT

BACK
PANELS

W FAIRGROUNDS ST

FAIRGROUNDS ST

GRANTHAM





Winfield Fire Inspection Report - No Violations

Inspection Information

Inspector: Mayberry, Chad
Inspection Date: Other 03/10/2023

Passed: Yes
Inspection Number: 2023-0310-01
Date Completed: 03/10/2023

Occupancy Information

Name: Winfield Fair Grounds
Occupant Physical Street Address: West 1105 9TH Avenue
Occupant Physical City State Zip: Winfield Kansas 67156

Violations

Notes: Old Skool Productions CMB Inspection:

Manager: Anastasia Anthony
620-441-8863
420 N Michigan St.

Facility is subject to inspection the day of the events to ensure any modifications made are code compliant.

Exit access must be maintained at all times during the event.

Violation Documents

Signatures

Congratulations, an inspection of your facility revealed no violations. For further information regarding the inspection contact the Fire Marshal's Office: cmayberry@winfieldks.org or by phone at 620-221-5560.

Signatures

Signature Name

Type

Signature Graphic

Chad Mayberry

Inspector



Request for Commission Action

Date: March 10, 2023

Requestor: Gus Collins, Director of Utilities

Action Requested: Consider Resolution authorizing a new Water Conservation Plan

Analysis: Following the Governing Body's review of the City's plan on November 3, 2022, staff submitted to Division of Water Resources, Kansas Water Office (KWO), requesting the department's review and input.

The DWR/KWO offered various revisions including an updated gallons per er per day use section, publishing water use tips to the public annually, updated the water rate section and removal of three prior management conservation practices.

Items in the plan include long term water use efficiency, drought response and plan revision, monitoring and evaluation. Refer to plan for more information.

Currently, a new ordinance is only necessary if the City Commission adjusts the fees/fines. Once approved and signed by the City we will send the plan and ordinance back to KWO for final approval.

Fiscal Impact: N/A

Attachments:

Resolution, 2023 Water Conservation Plan

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas to execute the Municipal Water Conservation Plan for the City of Winfield, Kansas, regarding long term water use efficiency and drought response.

WHEREAS, following review of the current Municipal Water Conservation Plan for the City of Winfield, Kansas, in consultation with the Kansas Division of Water Resources, the Governing Body has determined necessary plan adjustments to ensure the appropriate long-term efficiency of water use and response to drought.

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 the Municipal Water Conservation Plan for the City of Winfield, Kansas, regarding long term water use efficiency and drought response.

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

ADOPTED this 20th day of March, 2023

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager

memo

City of Winfield

To: Taggart Wall, City Manager
From: Gus Collins, Director of Utilities
CC: Dan Defore, Water Production Superintendent
Date: March 13, 2023
Re: Municipal Water Conservation Plan for the City of Winfield

Following the Governing Body's review of the City's plan on November 3, 2022, staff submitted to Kansas Water Organization (KWO), requesting the departments review and input.

The DWR/KWO offered revisions; Dan Defore, Water Treatment Superintendent, will review the proposed changes at the March 16, 2023, work session.

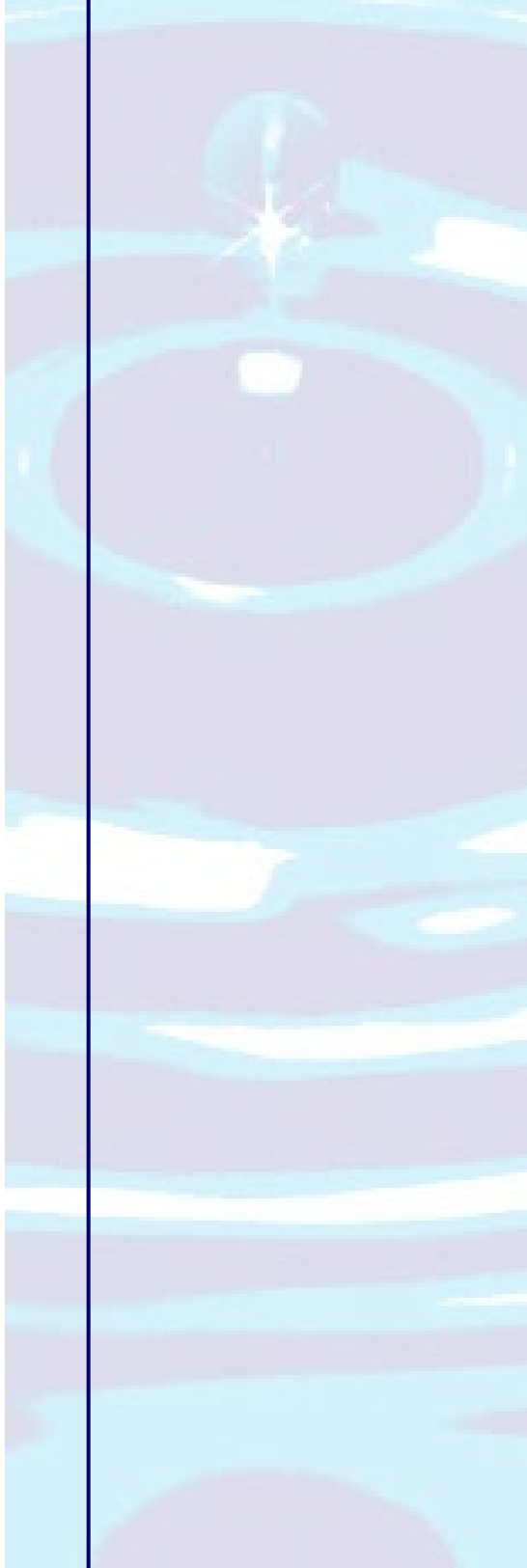
Items in the plan include long term water use efficiency, drought response and plan revision, monitoring and evaluation. Refer to plan for more information.

Currently, a new ordinance is only necessary if the City Commission adjusts the fees/fines.

Once approved and signed by the City we will send the plan and ordinance back to KWO for final approval.

Thanks,

Gus Collins, Director of Utilities



**MUNICIPAL WATER
CONSERVATION PLAN
FOR THE
CITY OF
WINFIELD
March 2023**

Municipal Water Conservation Plan For the City of Winfield

TABLE OF CONTENTS

INTRODUCTION	3
 LONG TERM WATER USE EFFICIENCY	 3-5
Water Use Conservation Goals	3
Water Conservation Practices	4
Education	4
Management	4-5
Regulation	6
 DROUGHT RESPONSE	 7-9
Stage 1: Water Watch.....	7
Stage 2: Water Warning.....	8
Stage 3: Water Emergency.....	9
 PLAN REVISION, MONITORING AND EVALUATION	 10

INTRODUCTION

The primary objectives of the Water Conservation Plan for the City of Winfield are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The City of Winfield has undertaken a number of steps to ensure a dependable water supply for our customers during the past 25 years. The update of the Water Treatment Plant and the continued maintenance of the distribution system and treated water storage tanks shows the commitment to provide safe affordable drinking water. The water supply for our City is obtained from the Winfield City Lake. The lake was built and completed in 1970 and receives water from runoff in the upper Timber Creek watershed. A water supply evaluation and lake survey was completed 2008. The results indicated that the lake would serve as sufficient water supply through 2050. The study also indicated that in the event of a drought consistent with that of the 1950's we would not be able to meet the average annual daily demand of 2.3 million gallons per day (MGD). Treated water storage facilities consist of one 1,500,000 gallon ground storage tank, one 150,000 gallon ground storage tank located at the water treatment plant, and one 1,000,000 gallon elevated storage tank located at College & Simpson. Our City water supply and distribution system has ample capacity to meet current customer demands and future projected demands for several years, except during drought periods. The City of Winfield believes that our Municipal Water Conservation Plan represents an additional major step in ensuring our customers of a dependable water supply in future years.

LONG-TERM WATER USE EFFICIENCY

Water Use Conservation Goals

The City of Winfield used 127 gallons per person per day (GPCD) in 2017. This GPCD figure included:

- Water sold to residential/commercial customers;
- Water distributed for free public services (parks, cemeteries, swimming pools etc.); and
- Water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to the publication Municipal Water Use in Kansas, 2017, our City is located in Region 7L. From this publication it was determined that our City GPCD water use was 127, which was 7 percent above the regional average of 119 GPCD among public water suppliers in Region 7L during 2017. The City desires to set a water use conservation goal for usage not to exceed 121 GPCD based on the regional average from 2013 to 2017. Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

Water Conservation Practices

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

Education

The City water bills show the total number of gallons of water used during the billing period and the amount of the bill. Water conservation tips are periodically provided with the water bills and will increase during dry conditions. During such conditions the City will provide information on water conservation to the local news media on a regular basis and will encourage the Board of Education and teachers to become involved in water conservation presentations in schools.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be Taken	Target Date
1. Water bills will show the amount of water used in gallons and the cost of the water.	Implemented
2. Water conservation tips will be provided in the annual Water Quality Report. (CCR)	July 2023
3. Make available information on water conserving landscape practices through publications, local news media, seminars, or other appropriate means.	Implemented and will increase in frequency during Drought Conditions

Management

The City of Winfield has water meters on all water supplies and water pumped to the distribution system. Any new supply will have an individual meter on each source of supply. These meters are read daily.

Water meters are installed for all residential/commercial customers. Customer meters are scheduled for an accuracy check and possible repair or replacement as set forth in the City's meter change out plan. An accuracy check will occur in the event of a low or high reading or by receiving a request to do so from the customer.

The City of Winfield reads each customer's water meter and mails a monthly water bill to each customer every month. Customer water meters are generally read approximately the same week of the month; however, the meter reader sometimes deviates from the scheduled time period.

Water leaks from the City public water distribution system are repaired as soon as possible when customers report significant leaks from the water mains or such leaks are located by City Personnel. Water pressure is not checked unless customers complain that their water pressure is too low.

The water rate structure for the City of Winfield, was last updated on January 1st, 2019. The minimum monthly water bill is \$12.46 for residential customers, which allows each customer to use up to 1,000 gallons of water each month. Water use in excess of 1,000 gallons is charged \$3.90 per 1,000 gallons. The minimum sewer rate for all customers is \$18.77 and \$4.17 per 1,000 gallons (excluding the first 1,000 gallons).

The City of Winfield realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our source and at customer meters and that a water use records system must be developed that can be used to more effectively and efficiently manage the City public water distribution system. For that reason, the City of Winfield has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	Implemented
2. Meters for source water will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Implemented
3. Meters will be installed at all residential service connections and at all other service connections whose annual water use may exceed 300,000 gallons, including separate meters for municipally operated irrigation systems which irrigate more than one acre of turf.	Implemented
4. Meters at each individual service connection will be replaced or tested for accuracy on a regular basis, per industry standards (such as AWWA standards), if they are one inch or less. Meters between one inch and six inches will be tested for accuracy at least once every five years and meters six inches and above will be tested on at least an annual basis. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Implemented
5. All meters for source water will be read at least on a monthly basis and meters at individual service connections will be read at least once every two months.	Implemented
6. A water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unaccounted for water (UFW) (amount of unmetered water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 20 percent of the total source water for a four-month time period.	Implemented
7. Water sales will be based on the amount of water used.	Implemented
8. Encourage the recycling of wastewater for selected industrial or irrigation purposes	Implemented

Regulation

The City of Winfield does not have any water conservation regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought Response section of this plan and water drought/emergency ordinance where they constitute the primary means for conserving water during a supply shortage.

Winfield does have a plumbing code, but has not felt the need to incorporate mandatory use of water conservation units in the plumbing code. The enforcement of any regulations to require use of any water conservation plumbing measures would be very difficult.

All new or renovated construction will install toilets that use 1.6 gallons per flush or less and low flow showerheads that uses 2.5 gallons per minute or less.

DROUGHT RESPONSE

The City of Winfield addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

Stage 1: Water Watch

Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Triggers

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 85 percent capacity, and will not recover.
2. Lake or reservoir elevation is 5 feet below normal seasonal level.
3. Demand for one day is in excess of 4.8 million gallons per day.

Education Actions

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. Water-saving tips will be included in billings to water utility customers.

Management Actions

1. The City Lake will be monitored, and levels checked weekly.
2. Leaks will be repaired within 48 hours of detection.
3. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

Regulation Actions

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e. wash full loads, take short showers, do not let faucets run, etc.

Wholesale purchasers must initiate the Stage 1 Water Watch portion of their water conservation plans. Wholesale purchasers that do not have a water conservation plan will implement the City of Winfield Stage 1 Water Watch Regulation Actions.

Stage 2: Water Warning

Goals

The goals of this stage are to reduce peak demands by 20 percent and to reduce overall weekly consumption by 10 percent.

Triggers

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 70 percent capacity, and will not recover.
2. Treatment plant operations are at 80 percent capacity or more for three consecutive days.
3. Lake or reservoir elevation is 8 feet below normal seasonal level
4. Demand for one day is in excess of 5.1 million gallons per day.

Education Actions

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous week summaries of precipitation, temperature, water levels and storage will be made public each week.
3. Water conservation articles will be provided to the local newspaper.
4. Water-saving tips will be included in billings to water utility customers.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. The City will curtail its water usage, including operation of fountains, watering of City grounds and washing of vehicles.

Regulation Actions

These regulation actions apply to City residents (including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i)).

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
3. Golf courses will restrict watering to tees and greens after sunset if using treated water.
4. Refilling of swimming pools will be allowed one day a week after sunset.
5. Outdoor watering will be restricted to use of a hand-held hose or bucket only.
6. Excess water use charges for usage of water over the amount used in the winter will be considered.
7. Waste of water will be prohibited.

Wholesale purchasers must initiate the Stage 2 Water Warning portion of their water conservation plans. Wholesale purchasers that do not have an approved water conservation plan will implement the City of Winfield Stage 2 Water Warning Regulation Actions.

Stage 3: Water Emergency

Goals

The goals of this stage are to reduce peak demands by 50 percent and to reduce overall weekly consumption by 25 percent.

Triggers:

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 50 percent capacity.
2. Treatment plant operations are at 90 percent capacity or more for three consecutive days.
3. Lake or reservoir elevation is 10 feet below normal seasonal level
4. Demand for one day is in excess of 5.1 million gallons per day for 3 consecutive days or 5.5 million for one day.
5. Emergency conditions related to repairs or water quality.

Education Actions

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous days summaries of precipitation, temperature, water levels and storage will be made public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. The City will seek additional emergency supplies from other users, the state or the federal government.

Regulation Actions

These regulation actions apply to City residents (including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i)).

1. Outdoor water use will be banned.
2. Waste of water will be prohibited.
3. Excess water use charges for usage of water over the amount used in the winter will be implemented.

Wholesale purchasers must initiate the Stage 3 Water Emergency portion of their water conservation plans. Wholesale purchasers that do not have an approved water conservation plan will implement the City of Winfield Stage 3 Water Emergency Regulation Actions.

PLAN REVISION, MONITORING & EVALUATION

The City of Winfield will establish a management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water”. Problems noted during the monthly review will be solved as soon as possible.

The City of Winfield Municipal Water Conservation Plan will be reviewed during the month of April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Kansas Department of Agriculture, Division of Water Resources, which will also include any additional water conservation practices that may need to be taken in order for the city to achieve and maintain its water use conservation GPCD goals.

Mayor - Print

Mayor - Signature

City Clerk - Signature

Date