

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, August 21, 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, August 07, 2023

PROCLAMATION

-Proclaiming the week of October 1 through October 7, 2023 as Public Power Week

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2358 – A Resolution – Determining the existence of certain nuisances at 715 E 15th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2359 – A Resolution – Determining the existence of certain nuisances at 108 Minnesota St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2360 – A Resolution – Determining the existence of certain nuisances at 1020 E 7th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2361 – A Resolution – Authorizing and directing the Mayor of the City of Winfield, Kansas, to execute a Request to Exchange Federal Funds, between the City and the Secretary of the Kansas Department of Transportation, relating to making state funds available to the City in exchange for the City's allotment of federal funds.

Bill No. 2362 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, providing for countywide economic development services.

Bill No. 2363 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County)

Bill No. 2364 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an a First Amendment to the Amended and Restated Development Agreement and related Temporary Construction Easement Agreement between by and between the City of Winfield, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, (the "City"), and Petra Winfield Residences, LLC, a Kansas limited liability company, related to housing development.

OTHER BUSINESS

- Consider Temporary Liquor License for Patton's Pickin' Parlor, 417 W. 14th Avenue, September 7-11, 2023.

ADJOURNMENT

-Next Commission Work Session 4:00 p.m. Thursday, August 31, 2023
-Next regular meeting 5:30 p.m. Tuesday, September 05, 2023

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
August 7, 2023

The Board of City Commissioners met in regular session, Monday, August 07, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioner Brenda K. was also present. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements; Jerred Schmidt, Director of Information Systems; and Gus Collins, Director of Utilities.

City Clerk Richardson called roll, noted Commissioner Hutto absent.

Commissioner Butters moved that the minutes of the July 17, 2023 meeting be approved. Commissioner Thompson seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

- Jim Masem, 508 E 10th Ave, appeared to thank the Commissioners regarding the response to the recent storm that caused power outages and downed trees and limbs.
- David Chapman, 1503 E 10th Ave, appeared to speak to the Commissioners about electric vehicle chargers and KORA denial.
- Mike Kelly, 2909 Cabrillo Dr, appeared to comment about the KDHE loan.
- Patricia Beach, 821 E 13th Ave, appeared to speak to the Commissioners about lake concerns.
- Heath Adams, 9683 Blaine St, appeared to speak to the Commissioners about lake concerns.

NEW BUSINESS

Bill No. 2354 – An Ordinance – Authorizing the execution of a Loan Agreement between the City of Winfield, Kansas and the state of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Public Water Supply Loan Fund for the purpose of financing a public water supply project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement. City Manager Wall explains this Ordinance will authorize a loan agreement with the State of Kansas Public Water Supply Fund for water tower replacement at Strother Field Airport/Industrial Park.

- Mike Kelly, 2909 Cabrillo Dr asked about grant funding projects instead of loans.

Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2354 was adopted and numbered Ordinance No. 4202.

Bill No. 2355 – An Ordinance – Amending Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to The Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82. City Manager Wall explains this Ordinance includes amendments to the Standard Traffic Ordinance. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2355 was adopted and numbered Ordinance No. 4203.

Bill No. 2356 – An Ordinance – Amending Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2023 Edition, by the amendment of Section 58-1. City Manager Wall explains this adopts the Uniform Public Offense Code. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2356 was adopted and numbered Ordinance No. 4204.

Bill No. 2357 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an Amendment No. 1 to an Interlocal Cooperation Agreement between the City of Winfield, Kansas and Unified School District Number 465, Winfield, Kansas, providing for the creation, installation and maintenance of a fiber optic network. City Manager Wall explains this is an amendment to an Interlocal Agreement regarding the shared fiber network between the City of Winfield and USD No. 465. Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, Bill No. 2357 was adopted and numbered Resolution No. 4723.

OTHER BUSINESS

-Consider Repairs to West Turbine Generation Facilities. Director of Utilities Collins explains the natural gas turbine generation facility on West 14th is in need of significant repair. Staff recommendation is for the governing body to authorize the City Manager to enter into an agreement for repairs to the West Turbine Generation Facilities in an amount not to exceed \$750,000. Commissioner Thompson moved to authorize the City Manager to enter into an agreement for repairs to the West Turbine Generation Facilities in an amount not to exceed \$750,000. Commissioner Butters seconded, both Commissioners voting aye, motion carried.

-City Manager Wall asked the Commissioners to recess into Executive Session. Commissioner Butters moved the City Commission recess into Executive Session for consultation with the City attorney and the City Manager which would be deemed privileged in the attorney-client relationship pursuant to the consultation with the City attorney matter exception, K.S.A. 75-4319 (b)(2) relating to potential litigation. The open meeting will reconvene in the Community Council Room at 6:20 pm. Motion was seconded by Commissioner Thompson. With both Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Butters, seconded by Commissioner Thompson, both Commissioners voting aye, the meeting adjourned at 6:20 p.m.

Signed and sealed this 17th day of August 2023.

Signed and approved this 21st day of August 2023.

Tania Richardson, City Clerk

Gregory N. Thompson, Mayor



**PROCLAMATION RECOGNIZING PUBLIC POWER WEEK, OCTOBER 1st – 7th,
A WEEK-LONG CELEBRATION OF WINFIELD'S ELECTRIC UTILITY YEAR-ROUND
SERVICE TO THE CITY OF WINFIELD, KANSAS**

WHEREAS, we, the citizens of Winfield, Kansas, place high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies;

WHEREAS, Winfield's Electric Utility provides our homes, businesses, schools, and social services and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, Winfield's Electric Utility is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness;

WHEREAS; Winfield's Electric Utility is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

NOW, THEREFORE BE IT RESOLVED: that Winfield's Electric Utility will continue to work to bring low-cost, safe, reliable electricity to community homes and businesses just as it has since 1904, the year when the utility was created to serve all the citizens of Winfield, Kansas; and

BE IT FURTHER RESOLVED: that the week of October 1st – 7th be designated Public Power Week to recognize Winfield's Electric Utility for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which put our residents, businesses, and the community before profits.



Request for Commission Action

Date: August 21st, 2023

Requestor: Trevor Langer, Environmental Inspector

Action Requested: Seeking consideration for the approval of Nuisance Resolutions determining the existence of a nuisance at:

715 E 15th Ave: limbs, rubbish, and other debris.

108 Minnesota St: wood, rubbish, and other debris.

1020 E 7th Ave: wood, rubbish, appliances, and other debris.

Analysis: The owners and tenants of all properties listed were sent notification via certified letter.

Fiscal Impact: Unknown fiscal impact at this time. Once approved, a contractor will be assigned to remove the nuisances and the owners will be billed for the cost of the removal as well as an administrative fee of \$100.

Attachments:

Nuisance Resolution – 715 E 15th Ave - 2 Photos

Nuisance Resolution – 108 Minnesota St - 2 Photos

Nuisance Resolution – 1020 E 7th Ave - 2 Photos

Request for Commission Action

715 E 15th Ave-





Request for Commission Action
108 Minnesota St



Request for Commission Action
1020 E 7th Ave



A RESOLUTION

DETERMINING the existence of certain nuisances at **715 E 15th Ave** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 25th day of April, 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: Leopoldo Chaves
Kristine Chaves
715 E 15th Ave
Winfield, KS 67156

Occupant: Vacant
715 E 15th Ave
Winfield, KS 67156

Legal Description: LOOMIS 2nd ADD, BLOCK 255, Lot 2

Nature of Nuisance: A nuisance consisting of a large accumulation of rubbish and debris in back yard, and limbs and debris in the side alley creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 21st day of August 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at **108 Minnesota St** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 18th day of January 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: Dennett Enterprises, LLC
711 E 17th Ave
Winfield, KS 67156

Occupant: Lynda Kerby
108 Minnesota St
Winfield, KS 67156

Legal Description: HIGHLAND PARK ADD, BLOCK 26, LOT 10

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, rubbish, and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 21st day of August 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at **1020 E 7th Ave** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 23rd day of June 2022 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: Matthew Trollman
Christina Trollman
1020 E 7th Ave
Winfield, KS 67156

Occupant: Matthew Trollman
Christina Trollman
1020 E 7th Ave
Winfield, KS 67156

Legal Description: WOODS ADD, S95.5 OF E1/2 LT 11 & S95.5 LT 12

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, rubbish, and debris in front yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 21st day of August 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/tl



Request for Commission Action

Date: August 15, 2023

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

Action Requested: Seeking approval of a request to exchange funds under the Federal Fund Exchange program with KDOT.

Analysis:

The requested action allows the City to request the exchange of federal funds for reimbursement of project expenditures at a rate of \$0.90 state funds/\$1.00 federal funds. The project expenditure for the request is for street improvements currently ongoing.

Fiscal Impact: The federal exchange funds reimburse the expenditures for local street project improvements. Under the current agreement, the City has available the exchange of \$159,473.46 in federal funds. At the exchange rate, it would provide for \$143,526.12 in available reimbursement funds.

Attachments: Request to exchange funds.

A RESOLUTION

AUTHORIZING and directing the Mayor of the City of Winfield, Kansas, to execute a Request to Exchange Federal Funds, between the City and the Secretary of the Kansas Department of Transportation, relating to making state funds available to the City in exchange for the City's allotment of federal funds.

WHEREAS, the Secretary has approved a program to exchange federal funds for state funds to be utilized on local projects; and

WHEREAS, the City desires to utilize these funds to enhance the local transportation network; and

WHEREAS, the amount of state funds provided by the Secretary will be calculated at an exchange rate of \$0.90 of state funds per dollar of federal funds; and

WHEREAS, state funds will be paid on a reimbursement basis as the City incurs costs on a project;

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

Section 1. The Mayor is authorized and directed to execute for and on behalf of the City of Winfield, Kansas, a Request to Exchange Federal Funds between the City and the Secretary of the Kansas Department of Transportation, to obtain for the City such funds as may be available to be utilized for the local transportation network.

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

ADOPTED this 21st day of August 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 TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement



Request for Commission Action

Date: August 18, 2023

Requestor: Taggart Wall, City Manager

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

Analysis: The city has partnered together with other agencies/organizations in the county for the provision of countywide economic development services. The attached provides for a four year agreement to the current agreement.

The strategic goals are set forth in the agreement.

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

Attachments: Resolution, Agreement

A RESOLUTION

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

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute an Interlocal Agreement between the by the County of Cowley County, Kansas; City of Arkansas City, Kansas; City of Winfield, Kansas; and Cowley College, and various agencies within Cowley County represented by RCB and Union State Bank, providing for countywide economic development services; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 21st day of August 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

Interlocal Cooperation Agreement
for The Provision of
Countywide Economic Development Services

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

PURPOSE

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

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

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

SECTION ONE

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

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

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

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

SECTION TWO

Program Governance

1. Coordinating Council: A nine (9) member Coordinating Council composed of a representative from each of Arkansas City, College, County, Winfield, RCB Bank, and Union State Bank, the Strother Field Commission, with two additional selected at-large representatives appointed by the permanent members of the Coordinating Council, will make up the Coordinating Council and shall act as an Executive Committee for the Cowley First program. The Coordinating Council, by mutual agreement, may amend the membership of the Council to adapt to program priorities and changing circumstances.
2. Economic Development Advisory Committee: To advise and assist County in maintaining and coordinating the Cowley First program a Cowley County Economic Development Advisory Committee shall be appointed. The Advisory Committee shall consist of the members of the Coordinating Council and one representative selected by each participating member organization listed below. The Coordinating Council, by mutual agreement, may amend the membership of the Economic Development Advisory Committee from time to time to reflect program priorities and to adjust to changing circumstances.
 1. Arkansas City Area Chamber of Commerce
 2. Ark City Industries
 3. Southwestern College
 4. Strother Field
 5. Winfield Area Chamber of Commerce
 6. Winfield Economic Development
 7. At-Large Rural Eastern Cowley County - Selected by Advisory Committee
 8. A-Large Rural Northern Cowley County- Selected by Advisory Committee
 9. At-Large Industry/Entrepreneur Member- Selected by Advisory Committee
 10. At-Large Industry/Entrepreneur Member - Selected by Advisory Committee
 11. At-Large General Member - Selected by Advisory Committee
 12. At-Large General Member- Selected by Advisory Committee
 13. At-Large General Member - Selected by Advisory Committee

SECTION THREE

Reports and Funding

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

The Cowley First Director shall, each year, develop a budget setting forth the anticipated fiscal requirements of Cowley First and the anticipated revenues to defray those expenses. It shall submit the budget to the Coordinating Council each year for review and approval. Upon approval

of the budget by the parties of this agreement, the cost of the budget not offset by other revenues shall be split equally between County, Arkansas City, Winfield, and Business Partners. Funds received from College will be credited toward balance due by Business Partners. In determining the cost share of the budget the parties may consider the provision of office equipment, shared staff and other in-kind support as a part of its contribution to the operation of Cowley First.

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

SECTION FOUR

Term of Agreement, Termination.

This agreement shall operate from and after the date first above written until December 31, 2027. This agreement may be extended for an additional three (3) year period upon approval of all parties to the agreement. Any of the parties hereto may withdraw from this agreement by giving the other parties and the Coordinating Council written notice. Any party so withdrawing from this agreement by December 31 shall be obligated to pay its proportionate share as set forth in Section Three for the remainder of the calendar year. Any party so withdrawing from this agreement after December 31 shall pay its proportionate share for the remainder of the adopted budget year(s) following the date of notice of withdrawal from this agreement. The agreement may also be terminated by mutual agreement of all parties to the agreement. Upon termination, all assets and liabilities of Cowley First shall be identified and a closure agreement shall be negotiated by all parties, and each will assume an equal share of the value and liability of the program or some other share if mutually agreed upon by all parties.

SECTION FIVE

Approval and Authorization

The City of Arkansas City, County, City of Winfield, and Business Partners as officially represented by RCB Bank and Union State Bank warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the agreement constitutes a legal, valid, and binding obligation upon Arkansas City, County, Winfield, and Business Partners in accordance with its terms.

SECTION SIX

Notices

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

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

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

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

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

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

SECTION SEVEN

Amendments

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

SECTION EIGHT

Binding Effect

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

SECTION NINE

Applicable Law

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

SECTION TEN

Venue

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

SECTION ELEVEN

Severance

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

SECTION TWELVE

Effective Date

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

SECTION THIRTEEN

Sole and Only Agreement

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



Request for Commission Action

Date: August 15, 2023

Requestor: Taggart Wal, City Manager

Action Requested: Seeking approval of an Outdoor Community Event/Temporary Entertainment District for the annual Music Crawl Event

Analysis:

The requested action allows the City to establish a temporary entertainment district which will allow for the closing of streets, sidewalks and other right-of-way and the sale and possession of alcoholic liquor during a defined period within the established district.

Fiscal Impact: N/A

Attachments: Resolution, KDOT Detour Approval, OCE/TED Application

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County)

WHEREAS, Young Professionals of Cowley County has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Young Professionals of Cowley County requests the sale, possession, and consumption of alcoholic liquor on city streets, alleys, parking lots, and public sidewalks during a special event from 4:30 pm to 9:30 pm, on September 12, 2023, on Main Street between 5th Ave. and 11th Ave, 9th Ave. between Manning St. and Millington St. and the north half of Millington Street between 9th and 10th Avenues.

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. A Special Event is defined by K.S.A. 41-719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event.

Section 3. Young Professionals of Cowley County has contracted with Wheat State Wine Co LLC, 23622 Springhill Farm Dr., Winfield KS, a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division and the City of Winfield. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public but does not include a holder of a temporary permit. [Subsection (c) of K.S.A. 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Wheat State Wine Co LLC liquor license #30008070100, attached and made a part hereof, effective 09/28/2021 and expiring 09/27/2023. Wheat State Wine Co LLC will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Young Professionals of Cowley County or Wheat State Wine Co LLC.

Section 4. 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 sale, possession or consumption of alcoholic liquor as presented by the Young Professionals of Cowley County for a special event from 4:30 pm to 9:30 pm, on September 12, 2023, on Main Street between 7th Ave. and 11th Ave, 9th Ave. between Manning St. and Millington St. and the north half of Millington Street between 9th and 10th Avenues, 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 5. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 21st day of August 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:

Winfield Main Street

Contact Name:

Email:

admin@winfieldchamber.org

Telephone:

620-221-2420

Address:

123 E. 9th Ave.

City/State/Zip:

Winfield, KS, 67156

EVENT INFORMATION

Event Title:

WMS Hamburger Feed & Music Crawl

Event Date:

9/12/2023

Event Type:

Fundraiser/Community Event

Event Time (setup & teardown):

4:30-9:30

Public Property Needed:

Main St from 5th Ave to 11th Ave., HWY 160 from Millington to Menor

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):

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):

2,000

Number of participants in previous years:

1,500

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:

Lena Helms

Email:

admin@winfieldchamber.org

Telephone:

620-221-2420

Address:

123 E. 9th Ave.

City/State/Zip:

Winfield, KS, 67156

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?

Winfield Main Street

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:

Sarah Werner

Email:

ceo@winfieldpartners.org

Telephone:

620-221-2420

Address:

123 E. 9th Ave.

City/State/Zip:

Winfield, KS, 67156



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

I, Megan Beeson, 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.

Megan Beeson
Signature of Event Applicant

8/15/23
Date

APPLICATION APPROVAL

Winfield City Manager

Date



7093 US 160 Hwy
Winfield, KS 67156

Calvin E. Reed, P.E., Secretary
Nick Squires, P.E., District Engineer
Andrew J Wilson, P.E., Area Engineer

District 5, Area 3

Phone: 620-221-3370
Fax: 620-221-1633
kdot#publicinfo@ks.gov
<http://www.ksdot.gov>
Laura Kelly, Governor

Friday August 4, 2023

Winfield Area Chamber of Commerce:
Attn: Sarah Werner,

Mrs. Werner,

You may use this letter as your authority to temporarily close US Highway 77 from 11th street to 5th street and US Highway 160 from Millington to Manning. On Tuesday September 12th from 4:00 PM – 9:00 PM for the Winfield Main Street Music Crawl.

The traffic control, including route closing and detour signs are the responsibility of the City and Police Department.

If there are any questions, please feel free to contact me.

Best Regards,

A.J. Wilson, PE
Area 3 Engineer



August 4, 2023

Kansas Department of Transportation
Attn: A.J. Wilson

Dear Mr. Wilson:

The Winfield Area Chamber of Commerce would like approval to close a portion of US Highway 77 and US Highway 160 on Tuesday, September 12, 2023. This closure request is for the annual Winfield Main Street Music Crawl in downtown Winfield.

The Music Crawl will begin at 5:00 p.m. and will be at numerous locations outside of businesses on our Main Street (US Highway 77) and 9th street (US Highway 160) in downtown. We request permission to close off Highway 77 from 11th Street to 5th Street, and 9th Street from Millington to Manning. The timeframe would be from 4:00 – 9:00 pm on September 12.

I have worked with Taggart Wall and Patrick Steward with the City of Winfield to determine the best detour route, which is attached. The detour route will have signage to inform traffic of the change.

Please advise the outcome of this request via email to ceo@winfieldpartners.org or via regular mail at the address below.

Thank you for your assistance.

Sincerely,

Sarah Werner
Winfield Area Chamber of Commerce

P.O. Box 640
123 E. 9th Avenue
Winfield, KS 67156

(620) 221-2420
ceo@winfieldchamber.org



Site Map for 2023 Winfield Main Street Hamburger Feed

Winfield Area
Chamber of
Commerce
Building

SERVING LINE

Millington Street

SERVING LINE

We are requesting the use of
20 picnic tables, 6 benches,
and 6 trash cans to be placed
in the parking stalls on either
side of Millington early in the
morning on September 12.

MUSIC

Alley

**Kansas Alcoholic Beverage Control Division
Liquor License**

Caterer

OWNER NAME: **Wheat State Wine Co LLC**
DBA: **Wheat State Wine Co**
ADDRESS: **23622 Springhill Farm Road**
Winfield, KS 67156-7848

LICENSE NO: 10720

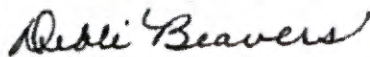
The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

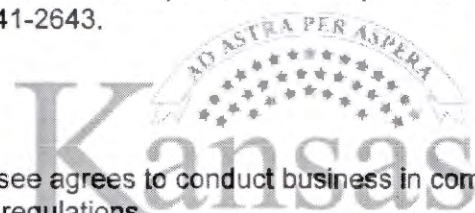
Allows the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

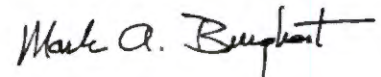
AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.



Debbi Beavers
Director, Alcoholic Beverage Control


Department of Revenue
Alcoholic Beverage Control



Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 02/06/2022

EXPIRES: 02/05/2024

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abcccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.org/pdf/abc824.pdf>

Kansas Alcoholic Beverage Control Division
Liquor License
Farm Winery

OWNER NAME: **Wheat State Wine Co LLC**
DBA: **Wheat State Wine Co**
ADDRESS: **23622 Springhill Farm Drive**
Winfield, KS 67156-7848

LICENSE NO: 30008070100

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to manufacture domestic wine; serve free samples and make retail sales of their wine on the licensed premise; sell and serve their manufactured wine for consumption on the licensed premises; wholesale to licensed wine distributors, clubs, drinking establishments, caterers, temporary permit holders and non-beverage permit holders; serve free samples and sell their manufactured wine in the original container off the licensed premises at special events monitored by the ABC; and other activities as authorized by K.S.A. 41-308a(a).

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 09/28/2021

EXPIRES: 09/27/2023

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.org/pdf/abc824.pdf>



Request for Commission Action

Date: August 18, 2023

Requestor: Taggart Wall, City Manager

Action Requested: Consider Resolution authorizing an amendment to Development Agreement and new Temporary Construction Easement Agreement for Win Residences Development at 19th/Bliss.

Analysis: The amendment modifies the current DA to allow for development in three phases instead of the current agreement of two phases. The phases would be as follows:

Phase 1: 71 units (currently under construction)

Phase 2: 48 units (to begin August 2023)

Phase 3: No less than 24 additional units (see enclosed timeline—which allows for a five-year proofing period)

Additionally, the amendment allows for a temporary construction easement on the redefined “phase 3” to be used for construction lay down during the “phase 2” build. Following the completion of Phase 2, the temporary construction easement would evolve to allow for other uses on the green space of Phase 3 to be maintained by Petra.

Fiscal Impact: No change from previous agreement.

Attachments: Resolution, Amendment for Agreement, Temporary Construction Easement

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a First Amendment to the Amended and Restated Development Agreement and related Temporary Construction Easement Agreement by and between the City of Winfield, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, (the “City”), and Petra Winfield Residences, LLC, a Kansas limited liability company, related to housing development.

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 a First Amendment to the Amended and Restated Development Agreement and related Temporary Construction Easement Agreement by and between the City of Winfield, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, (the “City”), and Petra Winfield Residences, LLC, a Kansas limited liability company, related to housing development; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 21st day of August 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amendment") made and entered into this ____ day of _____, 2023, by and between the City of Winfield, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, (the "City"), and Petra Winfield Residences, LLC, a Kansas limited liability company, (the "Developer") amends that certain Development Agreement, dated July 18, 2022, (the "Original Development Agreement") by and between the City and the Developer (the Original Development Agreement, as amended by this Amendment, to be referred to as the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment and the Agreement, the City and the Developer state, confirm and agree as follows:

Section 1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Section 2. Recital B. Recital B of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

"D. The City wishes to sell the portion of Parcel A the City owns and the Phase 2 Parcel and Phase 3 Parcel to the Developer for development and the Developer wishes to purchase and develop Parcel A, Phase 2 Parcel and Phase 3 Parcel, together with adjacent property, with 143 apartment units in three phases (collectively, the "New Facilities") pursuant to the terms of this Agreement."

The Phase 2 Parcel and Phase 3 Parcel are depicted on Exhibit A attached hereto.

Section 3. Parcel B. Section 2, of "PROPERTY PURCHASE" of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

"2.A. City hereby grants to Developer the exclusive right and option to purchase the Phase 2 Parcel for a purchase price of \$1.00 (the "Phase 2 Option") which may be exercised any time following Developer providing documentation, reasonably satisfactory to the City, that the Developer has secured a loan commitment from a qualified credit facility for construction financing of the Phase 2 Facilities (as defined below) including no less than an additional 48 apartment units and associated and required improvements to the site including internal street/parking paving.

The Phase 2 Parcel is legally described as follows:

That part of Lot 1, Block 1, Petra Win Residences, Winfield, Cowley County, Kansas, described as commencing at the southwest corner of Reserve A in said Petra Win Residences; thence N02°02'30"W along the west line of said Reserve A, 144.36 feet; thence N87°52'49"E, 59.21 feet to the place of beginning; thence N02°02'29"W, 2.81 feet; thence N87°57'31"E, 20.64 feet; thence N02°02'29"W, 1.13 feet; thence N88°30'34"E, 174.17 feet; thence N01°17'21"W, 150.71 feet; thence S88°51'40"W, 3.35 feet; thence N01°08'23"W, 13.13 feet; thence N43°51'37"E, 7.07 feet; thence N88°51'37"E, 80.37 feet; thence N00°54'58"W, 2.50 feet; thence N88°51'37"E, 22.12 feet; thence N01°08'23"W, 27.16 feet; thence N88°51'37"E, 2.50 feet; thence N01°08'23"W, 18.34 feet; thence S88°51'38"W, 31.28 feet; thence N01°28'07"W, 85.30 feet to the easterly most north line

of said Lot 1; thence N88°51'44"E along said easterly most north line, 169.05 feet to the easterly most northeast corner of said Lot 1; thence S01°29'28"E along the east line of said Lot 1, 301.01 feet; thence S87°57'35"W, 245.42 feet to the place of beginning, written by William K. Clevenger, PS-1437 on May 8, 2023.

2.B. City hereby grants to Developer the exclusive right and option to purchase the Phase 3 Parcel for a purchase price of \$1.00 (the "Phase 3 Option") which may be exercised any time following Developer providing documentation, reasonably satisfactory to the City, that the Developer has secured a loan commitment from a qualified credit facility for construction financing of the Phase 3 Facilities (as defined below) including no less than an additional 24 apartment units and associated and required improvements to the site including internal street/parking paving.

The Phase 3 Parcel is legally described as follows:

That part of Reserve A and Lot 1, Block 1, Petra Win Residences, Winfield, Cowley County, Kansas, described as beginning at the southwest corner of said Reserve A; thence N02°02'30"W along the west line of said Reserve A, 144.36 feet; thence N88°00'13"E, 499.38 feet to a point on the east line of said Lot 1, said point being 301.01 feet South of the northeast corner of said Lot 1 as measured along said east line; thence S01°29'28"E along said east line, 152.00 feet to the southeast corner of said Lot 1; thence S88°51'44"W along the south line of said Lot 1, 497.99 feet to the place of beginning, written by William K. Clevenger, PS-1437 on May 8, 2023.

The Phase 2 Parcel and Phase 3 Parcel are collectively referred to herein as 'Parcel B'."

Section 4. Phase 2. Section 2. of "DEVELOPMENT OF 'NEW FACILITIES'" of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

"2.A. **Phase 2** – If Developer exercises its Phase 2 Option and proceeds with development of the Phase 2 Facilities, Developer will utilize good faith commercial efforts to have designed, engineered and constructed an apartment complex on the Phase 2 Parcel, including applicable Infrastructure Improvements (except as otherwise set forth above), (the "**Phase 2 Facilities**") and:

- a. obtain all Governmental Approvals for the Phase 2 Facilities. The Phase 2 Facilities will include no less than 48 apartment units and conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations;
- b. invest (including fees and interest) capital of at least \$7,500,000 in the Phase 2 Facilities;
- c. commence site work on the Phase 2 Facilities no later than August 1, 2025;
- d. substantially complete mass grading work of the Phase 2 Facilities no later than March 1, 2026; an
- e. cause the Phase 2 Facilities to reach substantial completion, meaning a Full Certificate of Occupancy from the City of Winfield Building Official shall have been issued upon 75% of units in the Phase 2 Facilities no later than December 31, 2027 (provided however that such work shall be substantially completed as set forth herein no later than December 31,

2030, regardless of any Excusable Delay as described below unless otherwise agreed by the City in writing).

- f. If Developer does not exercise its option on the Phase 2 Parcel by August 1, 2025, Developer shall forfeit their exclusive right and option for purchase of the Phase 2 Parcel.
- g. Upon transfer of title of the Phase 2 Parcel to Developer, the City will execute and record a Temporary Construction Easement upon the Phase 3 Parcel in substantially the form set forth on Exhibit B attached hereto.

The Parties agree and acknowledge that nothing in this Agreement is intended to obligate the Developer to proceed with development of the Phase 2 Facilities.”

2.B. **Phase 3** – If Developer exercises its Phase 3 Option and proceeds with development of the Phase 3 Facilities, Developer will utilize good faith commercial efforts to have designed, engineered and constructed an apartment complex on the Phase 3 Parcel, including applicable Infrastructure Improvements (except as otherwise set forth above), (the “**Phase 3 Facilities**”) and:

- a. obtain all Governmental Approvals for the Phase 3 Facilities. The Phase 3 Facilities will include no less than 24 apartment units and conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations;
- b. invest (including fees and interest) capital of at least \$3,000,000 in the Phase 3 Facilities;
- c. commence site work on the Phase 3 Facilities no later than August 1, 2029;
- d. substantially complete mass grading work of the Phase 3 Facilities no later than March 1, 2030; and
- e. cause the Phase 3 Facilities to reach substantial completion, meaning a Full Certificate of Occupancy from the City of Winfield Building Official shall have been issued upon 75% of units in the Phase 3 Facilities no later than December 31, 2032 (provided however that such work shall be substantially completed as set forth herein no later than December 31, 2033, regardless of any Excusable Delay as described below unless otherwise agreed by the City in writing).
- f. If Developer does not exercise its option on Phase 3 by August 1, 2029, Developer shall forfeit their exclusive right and option for purchase of the Phase 3 Parcel.

The Parties agree and acknowledge that nothing in this Agreement is intended to obligate the Developer to proceed with development of the Phase 3 Facilities.”

Section 5. Effect of Amendment. Except as modified herein, the Agreement remains in full force and effect as written

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

DEVELOPER
Petra Winfield Residences, LLC

Noah Swank, Manager

CITY

Gregory N. Thompson, Mayor

Attest:

Tania Richardson, City Clerk

EXHIBIT A

DEPICTION OF PARCELS

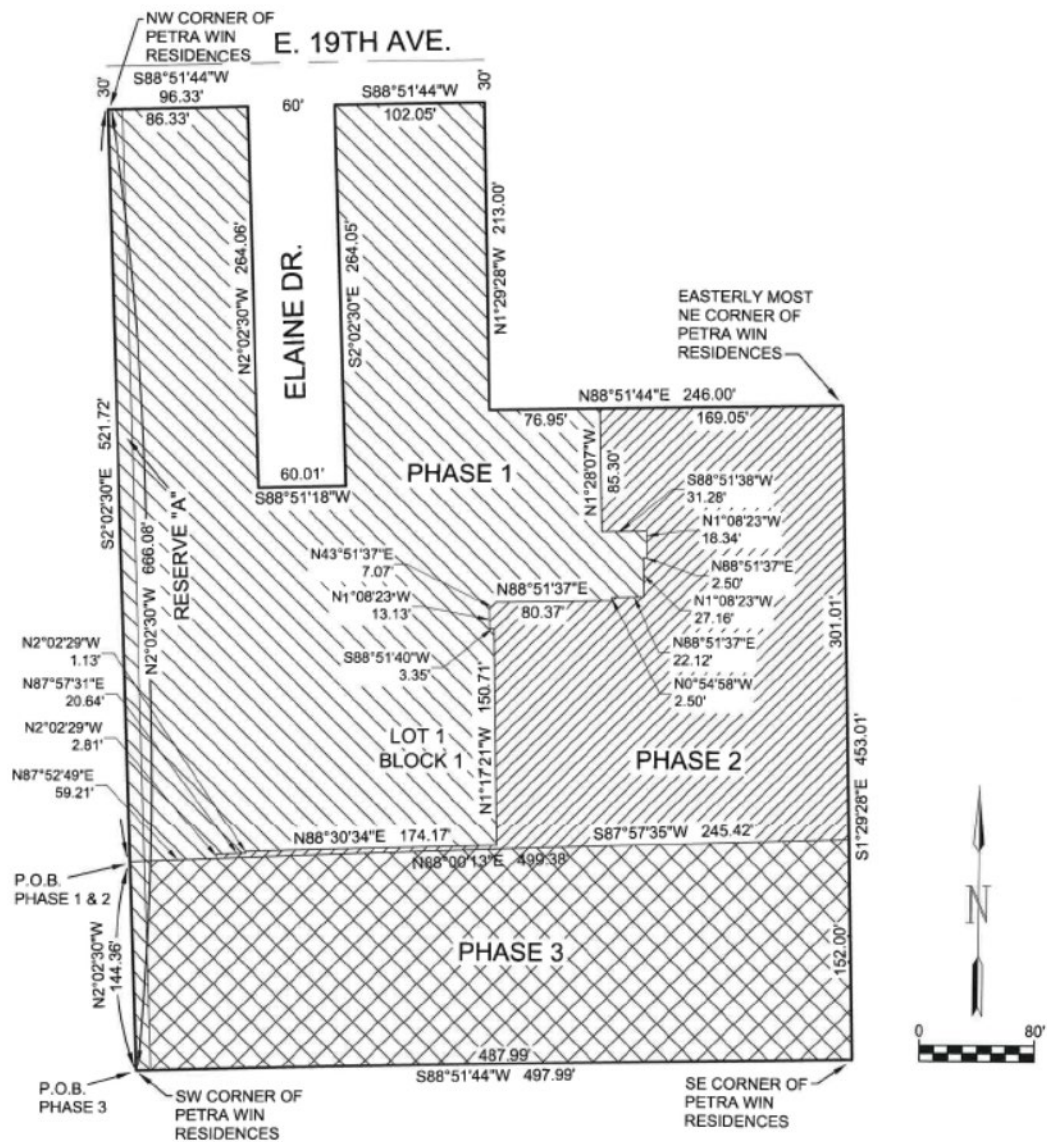


EXHIBIT B

FORM OF TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** ("Agreement") is made effective as of the date executed below, by the City of Winfield, Kansas, a municipal corporation, ("Grantor"), with an address of 200 E. 9th Ave., Winfield, Kansas, in favor of Petra Winfield Residences, LLC ("Grantee"), with an address of 251 S. Whittier St., Suite C, Wichita, Kansas 67207.

WHEREAS, Grantor is the owner of, and is contemporaneously conveying to Grantee property, more particularly described by metes and bounds description on Exhibit A attached hereto and made a part hereof ("Benefitted Area") and depicted and marked on Exhibit C attached hereto as "Phase 2", upon which Grantee intends to construct an apartment facility (the "Project"); and

WHEREAS, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee, a temporary easement on certain of Grantor's property more particularly described by metes and bounds description on Exhibit B attached hereto and made a part hereof ("Construction Easement Area") and depicted and marked on Exhibit C attached hereto as "Phase 3" for Grantee's construction activities related to the Project and certain other recreational uses.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee a temporary easement within the Construction Easement Area, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Easement and Use of Construction Easement Area. Subject to the terms of this Agreement, Grantor hereby grants to Grantee a temporary, exclusive easement within the Construction Easement Area for the purpose of accessing the Benefitted Area and constructing, installing, furnishing, and equipping the Project on the Benefitted Area and all other related construction activities. Following completion of the Project, Grantee may utilize the Construction Easement Area for green space, recreation, and landscaping for the benefit of the Project and its residents. Grantee shall be responsible for all maintenance and upkeep upon the Construction Easement Area.

2. Damage to Area; Surrender of Area. Upon Grantee's removal of its fixtures and personal property from the Construction Easement Area, or in the event of any physical damage to the surface of the Construction Easement Area as a result of Grantee's occupancy of and work upon the Premises, Grantee shall properly restore, replace, or repair the surface of the Area to the original condition as near as may be reasonably possible at Grantee's sole cost and expense.

3. Insurance. Grantee shall obtain and maintain in full force and effect during the entire Term of this Lease, the following types and amounts of insurance: Comprehensive General Liability Insurance, at Grantee's (and/or its agents') sole cost and expense, with a limit of not less than one million dollars (\$1,000,000) general aggregate and five hundred thousand dollars (\$500,000) per occurrence, and at least one million dollars (\$1,000,000) of coverage for products/completed operations aggregate, with a "per locations" endorsement for each aggregate

limit, including coverage for personal injury. Grantee shall furnish Certificates of Insurance evidencing the insurance and coverages required hereunder.

4. Unimpeded Access. Grantor covenants and agrees that no barricade or other divider (other than to which Grantee has access) will be constructed on the Construction Easement Area, and that nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian and/or vehicular traffic and construction activities over and across the Construction Easement Area to the Benefitted Area.

5. Remedies. In the event that any party hereto or the owner of any portion of the Construction Easement Area or any beneficiary of this Agreement shall default in any of its obligations, breach any covenants or otherwise fail to perform as required in accordance with the terms of this instrument, the non-defaulting or non-breaching party shall be entitled to such remedies as may be available at law or in equity, including, but not limited to, the right to injunctive relief.

6. Covenants Running With the Land. The easements and rights granted herein shall be covenants running with the land and shall be binding upon Grantor, its successors, assigns and future owners of the Construction Easement Area, and shall benefit Grantee and the officers, employees, agents, representatives, invitees, tenants, and licensees of the Grantee, and Grantee's successors and assigns.

7. Expiration. This Agreement and the easement granted herein shall expire on the earlier of the date Grantee takes title to the Construction Easement Area or August 1, 2029.

8. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

9. Entire Agreement. This document contains the entire agreement between Grantor and Grantee, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this document.

10. Counterparts. This document may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

11. Governing Law. This instrument and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor hereto has executed this instrument the
_____ day of _____, 20__.

CITY OF WINFIELD, KANSAS

[seal]

_____, Mayor

ATTEST:

_____, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF COWLEY) ss:

BE IT REMEMBERED that on this ___ day of _____, 20__, before me,
the undersigned, a notary public in and for the County and State aforesaid, came
_____ and _____, Mayor and City Clerk,
respectively, of the City of Winfield, Kansas, who are personally known to me to be the same
persons who executed the within instrument of writing and such persons duly acknowledged
execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Notary Public

My Appointment Expires:

EXHIBIT A

Legal Description of Benefitted Area

That part of Lot 1, Block 1, Petra Win Residences, Winfield, Cowley County, Kansas, described as commencing at the southwest corner of said Lot 1; thence N02°02'30"W along the west line of said Lot 1, 144.36 feet to the place of beginning; thence N87°52'49"E, 59.21 feet; thence N02°02'29"W, 2.81 feet; thence N87°57'31"E, 20.64 feet; thence N02°02'29"W, 1.13 feet; thence N88°30'34"E, 174.17 feet; thence N01°17'21"W, 150.89 feet; thence S88°51'40"W, 3.35 feet; thence N01°08'23"W, 13.13 feet; thence N43°51'37"E, 7.07 feet; thence N88°51'37"E, 80.37 feet; thence N00°54'58"W, 2.50 feet; thence N88°51'37"E, 22.12 feet; thence N01°08'23"W, 27.16 feet; thence N88°51'37"E, 2.50 feet; thence N01°08'23"W, 18.34 feet; thence S88°51'38"W, 31.28 feet; thence N01°28'07"W, 85.30 feet to the easterly most north line of said Lot 1; thence S88°51'44"W along said easterly most north line, 76.95 feet; thence N01°29'28"W along the northerly most east line of said Lot 1, 213.00 feet; thence S88°51'44"W along the north line of said Lot 1, 102.05 feet to the east right of way line of Elaine Drive; thence S02°02'30"E along said east right of way, 264.05 feet; thence S88°51'18"W along the south line of said Elaine Drive, 60.01 feet; thence N02°02'30"W along the west right of way line of Elaine Drive, 264.06 feet; thence S88°51'44"W along the north line of said Lot 1, 96.33 feet to the northwest corner of said Lot 1; thence S02°02'30"E along said west line, 521.73 feet to the place of beginning, written by William K. Clevenger, PS-1437 on July 18, 2022.

AND

That part of Lot 1, Block 1, Petra Win Residences, Winfield, Cowley County, Kansas, described as commencing at the southwest corner of Reserve A in said Petra Win Residences; thence N02°02'30"W along the west line of said Reserve A, 144.36 feet; thence N87°52'49"E, 59.21 feet to the place of beginning; thence N02°02'29"W, 2.81 feet; thence N87°57'31"E, 20.64 feet; thence N02°02'29"W, 1.13 feet; thence N88°30'34"E, 174.17 feet; thence N01°17'21"W, 150.71 feet; thence S88°51'40"W, 3.35 feet; thence N01°08'23"W, 13.13 feet; thence N43°51'37"E, 7.07 feet; thence N88°51'37"E, 80.37 feet; thence N00°54'58"W, 2.50 feet; thence N88°51'37"E, 22.12 feet; thence N01°08'23"W, 27.16 feet; thence N88°51'37"E, 2.50 feet; thence N01°08'23"W, 18.34 feet; thence S88°51'38"W, 31.28 feet; thence N01°28'07"W, 85.30 feet to the easterly most north line of said Lot 1; thence N88°51'44"E along said easterly most north line, 169.05 feet to the easterly most northeast corner of said Lot 1; thence S01°29'28"E along the east line of said Lot 1, 301.01 feet; thence S87°57'35"W, 245.42 feet to the place of beginning, written by William K. Clevenger, PS-1437 on May 8, 2023.

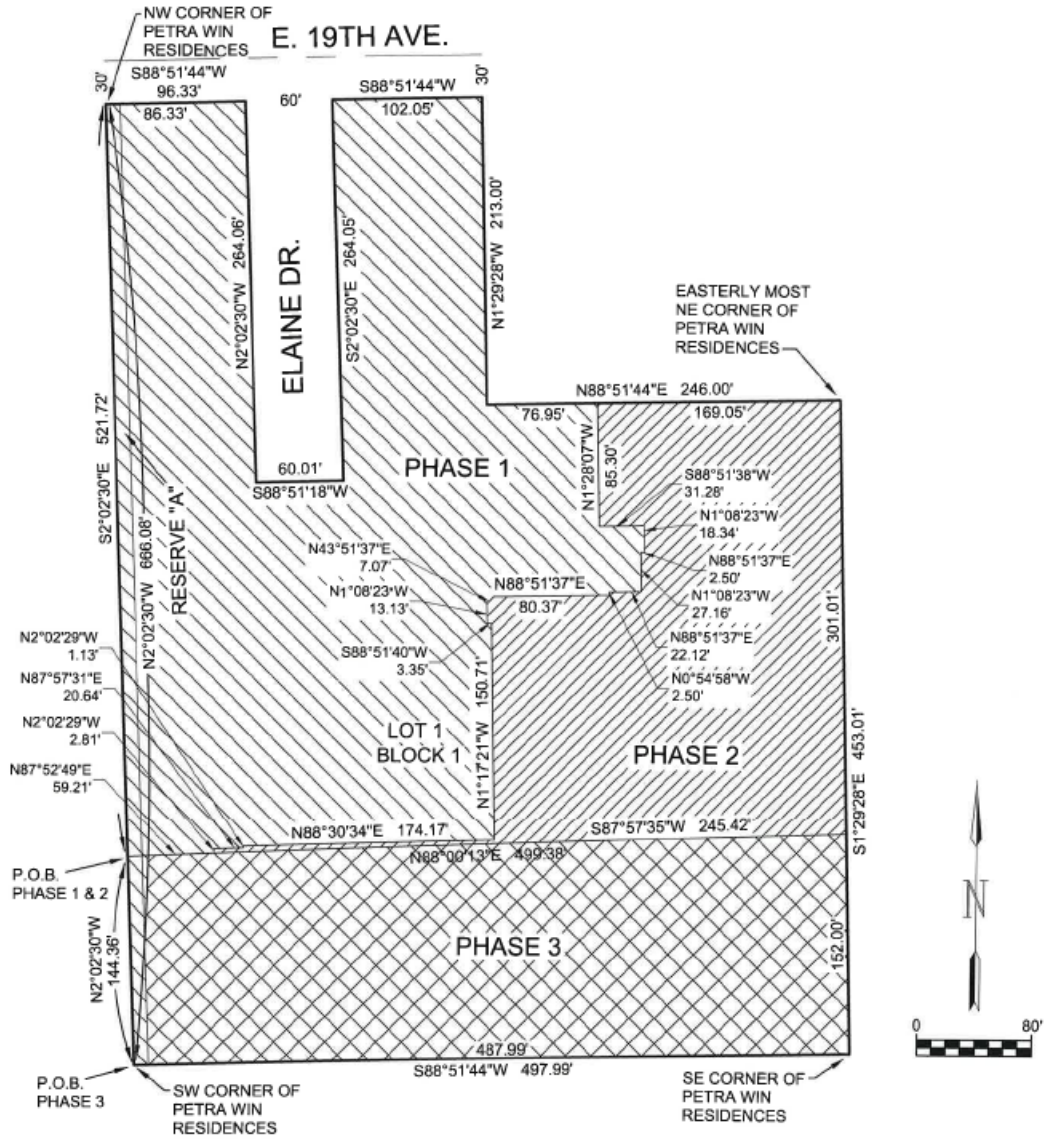
EXHIBIT B

Legal Description of Construction Easement Area

That part of Reserve A and Lot 1, Block 1, Petra Win Residences, Winfield, Cowley County, Kansas, described as beginning at the southwest corner of said Reserve A; thence N02°02'30"W along the west line of said Reserve A, 144.36 feet; thence N88°00'13"E, 499.38 feet to a point on the east line of said Lot 1, said point being 301.01 feet South of the northeast corner of said Lot 1 as measured along said east line; thence S01°29'28"E along said east line, 152.00 feet to the southeast corner of said Lot 1; thence S88°51'44"W along the south line of said Lot 1, 497.99 feet to the place of beginning, written by William K. Clevenger, PS-1437 on May 8, 2023.

Exhibit C

Depiction



AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Between the

CITY OF WINFIELD, KANSAS

And

PETRA WINFIELD RESIDENCES, LLC.

July 18, 2022

7/18/22

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into as of July 18th, 2022 (the “**Effective Date**”), by and between the **CITY OF WINFIELD, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **PETRA WINFIELD RESIDENCES, LLC**, a Kansas limited liability company (“**Developer**”), (the Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. The Parties previously entered into a Development Agreement dated as of February 24, 2022 and desire to amend and restate said agreement as set forth herein.

B. The City owns certain parcels of land in the City (which constitute a portion of “Parcel A” and “Parcel B” as further described below) located adjacent to the intersection of 19th Ave and Bliss St., Winfield, Kansas, more particularly described on *Exhibit A* attached hereto.

C. The City previously made improvements, together with Bliss Developments, LLC, to an adjacent parcel located at the same site.

D. The City wishes to sell the portion of Parcel A the City owns and Parcel B to the Developer for development and the Developer wishes to purchase and develop Parcel A and Parcel B, together with adjacent property, with no less than 150 apartment units in two phases (collectively, the “New Facilities”) pursuant to the terms of this Agreement.

E. The City deems it necessary and in the best interest of the City to have required infrastructure improvements constructed in accordance with the policies and requirements of the City.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

PROPERTY PURCHASE

1. City agrees to provide a quit claim deed to Developer for the portion of Parcel A owned by the City upon the occurrence of following conditions precedent: Developer has provided documentation, reasonably satisfactory to the City, that the Developer has secured a loan commitment from a qualified credit facility for construction financing of the Phase 1 Facilities (as defined below) including no less than 70 apartment units and associated and required improvements to the site including internal street/parking paving and utilities and

7/18/22

a letter of credit for the special assessments levied pursuant to Ordinance No. 4140 of the City (the "Existing Special Assessments").

Parcel A is legally described as follows:

That part of Lot 1, Block 1, Petra Win Residences, Winfield, Cowley County, Kansas, described as commencing at the southwest corner of said Lot 1; thence N02°02'30"W along the west line of said Lot 1, 144.36 feet to the place of beginning; thence N87°52'49"E, 59.21 feet; thence N02°02'29"W, 2.81 feet; thence N87°57'31"E, 20.64 feet; thence N02°02'29"W, 1.13 feet; thence N88°30'34"E, 174.17 feet; thence N01°17'21"W, 150.89 feet; thence S88°51'40"W, 3.35 feet; thence N01°08'23"W, 13.13 feet; thence N43°51'37"E, 7.07 feet; thence N88°51'37"E, 80.37 feet; thence N00°54'58"W, 2.50 feet; thence N88°51'37"E, 22.12 feet; thence N01°08'23"W, 27.16 feet; thence N88°51'37"E, 2.50 feet; thence N01°08'23"W, 18.34 feet; thence S88°51'38"W, 31.28 feet; thence N01°28'07"W, 85.30 feet to the easterly most north line of said Lot 1; thence S88°51'44"W along said easterly most north line, 76.95 feet; thence N01°29'28"W along the northerly most east line of said Lot 1, 213.00 feet; thence S88°51'44"W along the north line of said Lot 1, 102.05 feet to the east right of way line of Elaine Drive; thence S02°02'30"E along said east right of way, 264.05 feet; thence S88°51'18"W along the south line of said Elaine Drive, 60.01 feet; thence N02°02'30"W along the west right of way line of Elaine Drive, 264.06 feet; thence S88°51'44"W along the north line of said Lot 1, 96.33 feet to the northwest corner of said Lot 1; thence S02°02'30"E along said west line, 521.73 feet to the place of beginning, written by William K. Clevenger, PS-1437 on July 18, 2022.

2. City hereby grants to Developer the exclusive right and option to purchase Parcel B for a purchase price of \$1.00 (the "Phase 2 Option") which may be exercised any time following Developer providing documentation, reasonably satisfactory to the City, that the Developer has secured a loan commitment from a qualified credit facility for construction financing of the Phase 2 Facilities (as defined below) including no less than an additional 70 apartment units and associated and required improvements to the site including internal street/parking paving.

Parcel B is legally described as follows:

That part of Lot 1, Block 1, Petra Win Residences, Winfield, Cowley County, Kansas, described as beginning at the southwest corner of said Lot 1; thence N02°02'30"W along the west line of said Lot 1, 144.36 feet; thence N87°52'49"E, 59.21 feet; thence N02°02'29"W, 2.81 feet; thence N87°57'31"E, 20.64 feet; thence N02°02'29"W, 1.13 feet; thence N88°30'34"E, 174.17 feet; thence N01°17'21"W, 150.89 feet; thence S88°51'40"W, 3.35 feet; thence N01°08'23"W, 13.13 feet; thence N43°51'37"E, 7.07 feet; thence N88°51'37"E, 80.37 feet; thence N00°54'58"W, 2.50 feet; thence N88°51'37"E, 22.12 feet; thence N01°08'23"W, 27.16 feet; thence N88°51'37"E, 2.50 feet; thence N01°08'23"W, 18.34 feet; thence S88°51'38"W, 31.28 feet; thence N01°28'07"W, 85.30 feet to the easterly most north line of said Lot 1; thence N88°51'44"E along said easterly most north line, 169.05 feet; thence S01°29'28"E along the east line of said Lot 1, 453.01 feet; thence S88°51'44"W along the south line of said Lot 1, 497.99 feet to the place of beginning, written by William K. Clevenger, PS-1437 on July 18, 2022.

3. The Developer agrees to provide all necessary engineering, surveying, studies and professional services for the development of legal descriptions and design of improvements for Parcel A and Parcel B.
4. **Previous Special Assessments.** The Existing Special Assessments have previously been levied upon a portion of Parcel A. Through its acquisition and ownership of that portion of Parcel A, the Developer will become responsible for payment of the Existing Special Assessments as they become due. The Developer shall through an established bank or financial institution, as approved by the City, establish a line of credit, escrow account or other acceptable form of surety, and have the financial institution provide to City a letter of credit in sufficient amount to cover the cost of the first two years of the Existing Special Assessments, in an approximate total amount of twenty-five thousand dollars (\$25,000.00). The letter of credit shall be furnished to City by the bank or financial institution prior to the transfer of the deed of Parcel A via quitclaim from the City to Developer.
 - a. The letter of credit shall be released upon the earlier of (i) the Building Official for the City issuing a full occupancy permit for at least one apartment building that includes not less than 24 apartment units therein on the New Parcel, or (ii) the Existing Special Assessments having been paid in full. If the Developer transfers or conveys the New Parcel to an permitted assignee pursuant to this Agreement prior to satisfaction of either subsection (i) or (ii) of this paragraph, the Developer's letter of credit will be only be released if the City, in its discretion, accepts a replacement letter of credit from the permitted assignee. Should Existing Special Assessments become delinquent for a period of one calendar year, City may redeem letters of credit for unpaid special assessments against applicable parcel(s).
5. **Property Reversion.** Should Developer not have a contract for construction of the Phase 1 Facilities, with reasonable construction start pending, as acceptable to the City, by December 31, 2022, and provided no substantial improvements have been made to the Parcel A, the City shall have an option to repurchase the portion of Parcel A the City deeded to the Developer at no cost and the Developer shall give up their exclusive right and option to purchase Parcel B. In the event special assessments have been levied against Parcel A with regards to the CID (defined below), following the City's reacquisition of Parcel A Developer will be directly responsible to the City for the payment of such special assessments as the same become due. The City reserves the right to further transfer all or a portion of the repurchased portion of Parcel A to the City's land bank established pursuant to K.S.A. 12-5901 *et seq.* (the "Land Bank Act"). The City's land bank may subsequently transfer ownership of all or any portion of Parcel A with such modifications to the special assessments related to a CID as permitted by the Land Bank Act.

UTILITY AND SITE IMPROVEMENTS TO "NEW PARCEL"

1. Developer agrees to provide necessary required infrastructure improvements for the Phase 1 Facilities and Phase 2 Facilities (if developed) (the "Infrastructure Improvements") per the City of Winfield Subdivision, Zoning and Municipal Code and in accordance with the specifications of the City of Winfield and Kansas Department of Health and Environment. The design and construction of the Infrastructure Improvements may be completed in

phases commensurate with the development of Phase 1 Facilities and Phase 2 Facilities. All Infrastructure Improvements described below will be constructed to City standards and specifications, and approved in writing by the City upon completion.

- a. Developer agrees to contract and pay for all costs with a licensed design professional for design of street paving/parking, sanitary sewer, stormwater drainage and water improvements upon a reasonable schedule for each phase. Developer will have plans prepared for construction, subject to approval of the City. Additional engineering services may include, but are not limited to, engineering design, NPDES permit preparation, field staking, surveys, and any construction inspection. Also included shall be the cost of geotechnical testing, soil compaction testing, and quality assurance testing of all materials used in the Infrastructure Improvements and the applicable phase of the New Facilities (as defined below).
- b. Developer agrees to construct and pay for all costs of the installation of the street paving/parking, sanitary sewer, stormwater drainage and water improvements. Street paving/parking and stormwater drainage shall include necessary grading, concrete curb and gutter, asphaltic or concrete roadway surface on a stabilized base and drainage appurtenances within the subdivision and any internal street lighting upon a reasonable schedule for each phase. Sanitary sewer improvements shall include sewer main, manholes, wyes, risers, service to structure and other necessary appurtenances. Water improvements shall include water main, fire hydrants, valves, service lines, meters, service to structure and other necessary appurtenances.
 - i. Water improvements to the meter setting shall become public assets including dedicated access utility easements within the development to the City's specification. The City agrees to accept maintenance on the public water improvements following date put in-service as acceptable to the City.
 - ii. The City agrees to waive any and all water and sewer initial hook-up and initial meter fees or charges.
- c. Developer agrees to provide all necessary electric load data, to allow the City to provide all plans and specifications, as required. Plans and specifications for electric improvements shall be prepared by the City at no charge to the Developer. Installation for underground electric utility improvements up to the meter setting shall be provided by the City. Developer agrees to pay for all associated installation costs and shall be billed for materials and labor/equipment at cost or other standard rates established by the City of Winfield. Fifty-percent of the value of said materials for the applicable phase will be due from the Developer to the City prior to procurement. Electric utility improvements up to the meter setting shall become public assets including dedicated access utility easements within the development to the City's specification. The City agrees to accept maintenance on the electric utility improvements following date put in-service as acceptable to the City.

- d. Natural gas utility improvements are not part of this agreement and if requested by the Developer at a later date, mains shall be provided in a separate agreement. Current estimates are for main extension at \$9.00 per l.f. Each individual service shall be billed at a time and material basis, based upon City rates.
- e. Developer agrees to grant access and utility easements necessary for connection of Phase 2 utilities to Phase 1 public and private infrastructure.

DEVELOPMENT OF “NEW FACILITIES”

1. **Phase 1** - Developer will cause to be designed, engineered and constructed an apartment complex on Parcel A, including applicable Infrastructure Improvements (except as otherwise set forth above), (the “**Phase 1 Facilities**”).
 - a. Developer will obtain all Governmental Approvals for the Phase 1 Facilities and the Phase 1 Facilities will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations. The Phase 1 Facilities shall include no less than 70 apartment units.
 - b. The Developer’s capital investment (including fees and interest) in the Phase 1 Facilities will be greater than \$9,000,000.00.
 - c. The Developer will commence site work on the New Facilities no later than August 1, 2022.
 - d. Mass grading work of the Phase 1 Facilities will be substantially completed no later than March 1, 2023.
 - e. No later than December 31, 2024, the Developer will cause the Phase 1 Facilities to reach substantial completion, meaning a Full Certificate of Occupancy from the City of Winfield Building Official shall have been issued upon 75% of units in the Phase 1 Facilities (“Substantial Completion”) (provided however that such work shall be substantially completed as set forth herein no later than December 31, 2027, regardless of any Excusable Delay as described below unless otherwise agreed by the City in writing).
2. **Phase 2** – If Developer exercises its Phase 2 Option and proceeds with development of the Phase 2 Facilities, Developer will utilize good faith commercial efforts to have designed, engineered and constructed an apartment complex on Parcel B, including applicable Infrastructure Improvements (except as otherwise set forth above), (the “**Phase 2 Facilities**”) and:
 - a. obtain all Governmental Approvals for the Phase 2 Facilities. The Phase 2 Facilities will include no less than 70 apartment units and conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations;

- b. invest (including fees and interest) capital of at least \$9,000,000.00 in the Phase 2 Facilities;
- c. commence site work on the Phase 2 Facilities no later than August 1, 2025;
- d. substantially complete mass grading work of the Phase 2 Facilities no later than March 1, 2026; and
- e. cause the Phase 2 Facilities to reach substantial completion, meaning a Full Certificate of Occupancy from the City of Winfield Building Official shall have been issued upon 75% of units in the Phase 2 Facilities no later than December 31, 2027 (provided however that such work shall be substantially completed as set forth herein no later than December 31, 2030, regardless of any Excusable Delay as described below unless otherwise agreed by the City in writing).
- f. If Developer does not exercise its option on Phase 2 by August 1, 2025, Developer shall forfeit their exclusive right and option for purchase of Parcel B.

The Parties agree and acknowledge that nothing in this Agreement is intended to obligate the Developer to proceed with development of the Phase 2 Facilities.

3. **New Facilities Cost.** Except as otherwise set forth in this Agreement, the Developer shall be solely responsible for and will pay all costs related to the Phase 1 Facilities and Phase 2 Facilities (collectively, the "New Facilities").
4. **City Review.** Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the New Facilities to enable the City to monitor the status of construction and to determine that the New Facilities is being performed and completed in accordance with this Agreement.
5. **Construction Plans.** Upon approval of the preliminary plans and specifications, the Developer shall submit Construction Plans for the New Facilities for review and approval pursuant to the City Building Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail, which shall be at least 30% complete, to show that construction will be in conformance with this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the New Facilities shall be done in accordance with the Construction Plans, and this Agreement. The Developer will furnish to the City the number of copies of the Construction Plans as required by the City.
6. **Construction Permits, Approvals.** Before commencement of construction or development of any buildings, structures or other work or improvements as part of the New Facilities, the Developer shall secure or cause to be secured any and all permits and approvals which may be required by the City. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and

approvals as may be required by law without unreasonable delay; except the City shall not be required to issue any such permits or approval for any portion of the New Facilities not in conformance with this Agreement. The City will not waive any building permit, inspection, or site plan/plans and specifications review fees.

7. **Land Use Restrictions.** The New Parcel may be used for activities incidental to the intended operation of an apartment complex and which conform to approved uses in accordance with the City's zoning requirements.

ECONOMIC DEVELOPMENT INCENTIVES

1. **Industrial Revenue Bonds.** The City declares an intent to issue, pursuant to K.S.A. 12-1740 *et seq.* (the "IRB Act"), industrial revenue bonds ("IRB's"), in one or more series, to finance construction of the New Facilities, subject to satisfaction of the conditions set forth in this Agreement.

- a. **Sales Tax Exemption.** Pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the New Facilities and financed with proceeds of the IRB's are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefor. The City agrees that upon timely receipt from the Developer of the IRB application, the City will place consideration of a resolution declaring its intent to issue the IRB's on or before its May 2, 2022 City Commission meeting and, if approved, will apply to the State Department of Revenue for a sales tax exemption certificate no later than May 15, 2022.

- b. **Property Tax Exemption.** Exemption of ad valorem property taxation with respect to property financed by the IRB's shall be requested by the Developer at a rate of no more than 90% for 7 years and granted by the City, subject to satisfaction of the conditions set forth in this Agreement, the execution of a payment in lieu of taxes agreement between the City and the Developer, and the City's issuance of the IRB's. The Parties agree the intention is to issue the IRB's upon completion of the New Facilities and for the tax abatement to commence in the year following completion of the New Facilities.

- c. **Conditions of IRB Issuance.** The issuance of the IRB is subject to the satisfaction of the following:

- (i) the Developer's full compliance with the terms of this Agreement;
 - (ii) the successful negotiation and sale of the IRB's to a purchaser, which shall be the Developer or a financial institution determined by the Developer and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Developer and not the City;
 - (iii) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Developer and the Purchaser;
 - (iv) the obtaining of all necessary governmental approvals to the issuance of the IRB's; and the commitment to and payment by the Developer or

Purchaser of all expenses relating to the issuance of the IRB's, including, but not limited to: (1) expenses of the City and the City Attorney; (2) any placement fees and expenses; (3) all legal fees and expenses of Bond Counsel; and (4) all recording, filing fees and other expenses required by the IRB Act.

2. **Creation of Community Improvement District.** Developer may request, and the City agrees to consider the request to, create, pursuant to K.S.A. 12-6a26 *et seq.* (the "CID Act"), a community improvement district ("CID") and levy special assessments against the New Parcel (the "CID Special Assessments"), as required and requested, to finance, in part, construction of the New Facilities, subject to satisfaction of the conditions set forth in this Agreement.

- a. The Developer will submit a petition ("CID Petition") in conformance with the CID Act, and any other related special assessment petitions, required to request the establishment of the CID and the CID Special Assessments.
- b. The City agrees that upon timely receipt from the Developer of the CID Petition, the City will promptly place consideration of an ordinance to establish the CID on City Commission meeting agenda.
- c. The Developer may seek, acquire, and complete financing sufficient to provide up to \$6,000,000 to pay costs of the New Facilities (the "CID Debt") from an out-of-state issuer, financial institution, or other third-party debt provider and will be solely responsible for all costs thereof. No special obligation notes or bonds will be requested of, issued by, or required by the City for the New Facilities.
- d. The City will, pursuant to the provisions of the CID Act and CID Petition, levy the CID Special Assessments upon the New Parcel to pay the principal and interest upon the CID Debt as the same become due and payable for a period of 22 years from the issuance of the CID Debt (or such other period as agreed to by the City and Developer and permitted by the CID Act). Notwithstanding anything to the contrary, the City shall have no responsibility for the repayment of the CID Debt other than to provide for the distribution of the CID Special Assessments, if any, to the trustee therefor. In the event the CID Special Assessments are not sufficient to provide for the repayment of the CID Debt, the City has no obligation or duty to (i) levy any form of taxation other than the CID Special Assessments pursuant to the terms of this Agreement or (ii) make any appropriation for the payment of such CID Special Assessments or CID Debt. The Developer will indemnify and hold the City harmless from any costs or expenses that may be incurred by the City associated with the CID Special Assessments and such indemnification will survive the expiration or earlier termination of this Agreement.
- e. The City shall prepare a Tax Distribution Agreement or similar with applicable tax collecting entities to direct the collection of said special assessments directly to the applicable trustee.

MISCELLANEOUS

1. **Excusable Delay.** In addition to specific provisions of this Agreement, performance of a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended for the period of any Excusable Delay, where the party seeking the extension has acted diligently and delays or defaults are due to such Excusable Delay. "Excusable Delay" means any delay in the performance of obligations under this Agreement which is beyond the reasonable control and without the fault of the Party affected and which the affected Party may not overcome despite good faith efforts and diligence, caused by damage or destruction by fire or other casualty, strike, war, riot, sabotage, act of public enemies, epidemics, default of another party, delays in consents or approvals of the City Commission, building officials, or other City departments, freight embargoes, shortage of materials, unavailability of labor, acts of God, including earthquake, adverse weather conditions such as, by way of illustration and not limitation, severe rain, snow or ice storms or below freezing temperatures of abnormal degree or abnormal duration, freezing temperatures that prevent the prudent installation of concrete or similar materials, tornadoes, floods, or other causes beyond the reasonable control or fault of the affected Party, which shall include but not be limited to any pending or threatened litigation interfering with or delaying the construction of all or any portion of the New Facilities, which in fact prevents the Party so affected from discharging its respective obligations hereunder.
2. **Amendment.** This Agreement may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest.
3. **Successors and Assigns.**
 - (a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
 - (b) Until Substantial Completion of the New Facilities has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the New Facilities and the Infrastructure Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the New Facilities or Infrastructure Improvements without the consent of City but Developer will remain liable under this Agreement.
 - (c) The City hereby approves, and no prior consent will be required in connection with:
 - (i) the right of Developer to encumber or collaterally assign its interest in the New Parcel or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of

costs of the New Facilities, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a related party (meaning any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity); or

(3) the right of Developer to sell or lease individual portions of the New Facilities in the ordinary course of the development thereof;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the New Facilities and the Infrastructure Improvements, and will be released from such liability hereunder only upon Substantial Completion.

4. **Authorization.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of the Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the City Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.
5. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
6. **Consents.** Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

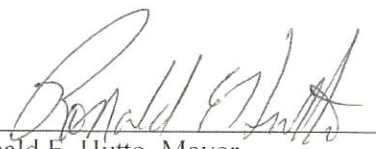
IN WITNESS WHEREOF, the foregoing Agreement is executed this 18th day of July 2022.

DEVELOPER
Petra Winfield Residences, LLC



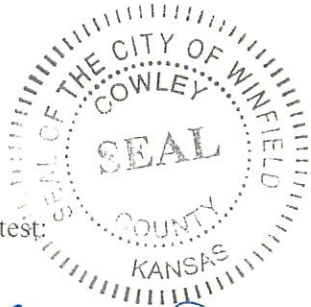
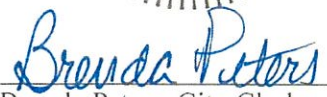
Noah Swank, Manager

CITY



Ronald E. Hutto, Mayor

Attest:

Brenda Peters, City Clerk

7/18/22

EXHIBIT A
DEPICTION OF PARCEL A AND PARCEL B

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

APPLICANT INFORMATION:

Entity type: Corporation Individual Organization Partnership Other

☐ ☐ ☐ ☒ ☐

Not more than four (4) Temporary Entertainment District (TED) Permits may be issued to any one applicant in a calendar year.

Have you previously applied for a TED Permit? ☐ Yes Yes, I've had this many TED permits this calendar year:
 ☒ No

Applicant or Organization Name:

Permit Holder: Phone:

Email: Address:

Designated On-Site Supervisor

On-Site Supervisor: Date of Birth:

Phone: Email:

ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE TYPE TO BE DISPENSED:

Alcoholic Liquor : Beer-Alcohol Wine-Alcohol Spirits-Alcohol
(Select 1 or more types) ☒ Beer ☒ Wine ☒ Spirits

State issued Temporary Liquor Permit must be received by City prior to approval of City Temporary Liquor Permit

Cereal Malt Beverage : Beer-CMB Flavored-CMB
(Select 1 or more types) ☒ Beer ☐ Flavored

Permit Length: 1-Day Permit 2-Day Permit 3-Day Permit
(Not to exceed 3 consecutive days) ☐ \$25 ☐ \$50 ☒ \$75

Means or method to be used to dispense or distribute the alcohol or CMB:

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

DETAILED SECURITY PLAN:

Include any company and/or individual providing professional security services AND plan to prevent off-premise consumption and off-premise consumption by minors. **Additional pages may be attached.**

DETAILED SITE MAP:

Attach a complete drawing of the premises for which you are seeking approval. The diagram must include all entrance and exit points; description of the signage, barriers or maps which will designate the area in which cereal malt beverages or alcoholic beverages may be consumed, including the number, size and location of such signs and the exact location(s) of all sale/distribution booths. **Additional pages may be attached.**

EVENT INFORMATION: (you may have up to 3 consecutive days per permit)

Additional pages may be attached.

Event Location (List streets/ROW if to be included in event):

417 WEST 14TH STREET

Purpose of this event:

ENTERTAINMENT

Where alcohol proceeds will be allocated:

BUSINESS

Will the entry into the event or Temporary Entertainment District be restricted to invited guests or open to the public?

☐ Restricted

☒ Open

Day 1 Date:

09/08/2023

From Time (AM/PM):

9:00AM

To Time (AM/PM):

12:00AM

Day 2 Date:

09/09/2023

From Time (AM/PM):

9:00AM

To Time (AM/PM):

12:00AM

Day 3 Date:

09/10/2023

From Time (AM/PM)

9:00AM

To Time (AM/PM):

12:00AM

PURCHASE INFORMATION:

Alcohol

Kansas Retailer DBA Name

DIVALL LIQUOR

Kansas Retailer License No.

KSP514201-0008-0019-01

Retailer's Federal Wholesale Liquor Dealer Permit No.

Kansas Farm Winery DBA Name

Kansas Farm Winery License No.

Cereal Malt Beverage

Authorized Kansas Licensed Beer Distributor within Winfield Geographic Area

DIVALL LIQUOR

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

ZONING CERTIFICATION:

No zoning, variance or temporary use request shall be necessary in the designated Temporary Entertainment District.

SERVING & CONSUMPTION REQUIREMENTS:

- (a) Alcoholic liquor or cereal malt beverages served at a community event or in a Temporary Entertainment District are to be served in distinctively different containers than those in which non-alcoholic drinks are served.
- (b) Alcoholic liquor or cereal malt beverages served at a community event or in a Temporary Entertainment District are not to be sold or served in pitchers, buckets or carafes and no person is to be served or allowed to purchase more than two alcoholic drinks at the same time.
- (c) Alcoholic liquor or cereal malt beverages shall not be served, sold or consumed in glass bottles, glass containers or glass vessels at a community event or in a Temporary Entertainment District.
- (d) If multiple alcoholic liquor or cereal malt beverage vendors or licensees are participating in a community event or Temporary Entertainment District, each vendor or licensee must serve their alcoholic liquor or cereal malt beverage in distinctive containers which identify such vendor or licensee.
- (e) It shall be unlawful for any person, at a community event or in a Temporary Entertainment District, to sell, serve or allow the consumption of alcoholic liquor or cereal malt beverages to or by any individual who is not wearing a wristband or other identifying device to indicate that the individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (f) It shall be unlawful for any person to possess or consume alcoholic liquor or cereal malt beverages at a community event or in a Temporary Entertainment District unless such person is wearing a wristband to indicate that such individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (g) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within a Temporary Entertainment District without obtaining the approval of the City Commission and any and all necessary state and local permits for the sale of such alcoholic liquor.
- (h) Persons will be allowed to drink or consume alcoholic liquor or cereal malt beverages in places to which the general public has access only upon the terms and conditions of this Article.

BACKGROUND QUALIFICATIONS: (Applies to yourself and any person in the sponsoring organization)

If the answer to any question is yes, provide explanation on a separate page and attach to your application.

- | | |
|--|--|
| 1. Have you or any person in the sponsoring organization had a license revoked or been convicted of a violation of the club and drinking establishment act or cereal malt beverage laws of Kansas? | <input type="radio"/> Yes
<input checked="" type="radio"/> No |
| 2. Have you or any person in the sponsoring organization been convicted of a felony under the laws of Kansas, or any other state, or the United States? | <input type="radio"/> Yes
<input checked="" type="radio"/> No |
| 3. Have you individually or the organization/corporation been issued a temporary permit within the calendar year? Please list permit dates below. | <input type="radio"/> Yes
<input checked="" type="radio"/> No |

List temporary permits received within this calendar year

--

4. A detailed security plan must be provided at the time of application. Any company and/or individual providing professional security services must be approved by the Winfield Police Department.
-

**City of Winfield Application
for
Temporary Entertainment District
Alcohol or Cereal Malt Beverage Permit**

INSURANCE:

The permit holder must obtain minimum insurance for the event. The permit holder shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Winfield, its officers and agents, as named insureds and which provides general liability coverage in an amount not less than \$500,000.00 per occurrence and a minimum of \$50,000.00 property damage coverage. Proof of insurance shall be submitted to the City prior to the issuance of the permit and maintenance of this insurance shall be a condition of the permit.

AGREEMENT:

The above named applicant or organization, does hereby make application for a Temporary Entertainment District alcoholic liquor or cereal malt beverage permit to sell alcoholic liquor or cereal malt beverage on the specified date(s) and location(s). In making this application, the above named applicant agrees that:

1. The applicant has secured a temporary liquor permit issued by the Kansas Division of Alcoholic Beverage Control.
2. This local temporary permit application must be submitted to the Winfield City Clerk at least thirty (30) days prior to the event.
3. The completed local temporary permit application will be presented to the Winfield City Commission. Only the Winfield City Commission can authorize the temporary sale of alcoholic liquor or cereal malt beverage in Temporary Entertainment Districts.
4. The applicant will comply with applicable local and state laws relating to the sale, possession, consumption and use of alcoholic liquor or cereal malt beverage.
5. The applicant will display in plain view the temporary permit at the event with the name of the agent of the organization who is in charge of the event.
6. Serving, mixing, or consumption of alcoholic liquor is not allowed 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 for any period for which a temporary permit has been issued. Alcoholic beverages purchased from the permit holder cannot be removed from the permitted premises.
7. No person under 21 years of age shall obtain, use, consume or be served any alcoholic liquor or cereal malt beverage.
8. Any anticipated need for additional police, fire or other municipal services must be made with the local application.
9. Alcohol Beverage Control or other law enforcement offices will be allowed immediate entry to the event to inspect the premises for compliance of the permit and state and/or local ordinances.

Date of Application 08/09/2023

Permit Holder (Print Name)

NOREEN PATTON

Social Security Number (SSN)

514-72-3752

Date of Birth

06/07/1960


Permit Holder (Signature)

For City of Winfield Office Use Only

The following items must be completed before a temporary permit can be issued: (Check when completed)

1. State of KS liquor permit is attached ☐
2. Approval for issuance has been received from:
Community Development ☐
Police Chief ☐
Fire Chief ☐
3. Permit fee received: Receipt #
of days covered for this permit
of permits issued this calendar year
4. Commission approval-Resolution #
5. Copy of permit provided to:
Police Chief ☐
Fire Chief ☐

APPLICANT INFORMATION:

ON SITE BAR. DRINKS SOLD INDIVIDUALLY IN CUPS OR CONTAINERS

**City of Winfield Application
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☒ Open

Day 1 Date:

09/11/2023

From Time (AM/PM):

9:00AM

To Time (AM/PM):

12:00AM

Day 2 Date:

From Time (AM/PM):

To Time (AM/PM):

Day 3 Date:

From Time (AM/PM)

To Time (AM/PM):

PURCHASE INFORMATION:

Alcohol

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KSP514201-0008-0019-01

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**City of Winfield Application
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Police Chief ☐
Fire Chief ☐
3. Permit fee received: Receipt #
of days covered for this permit
of permits issued this calendar year
4. Commission approval-Resolution #
5. Copy of permit provided to:
Police Chief ☐
Fire Chief ☐

STATE OF KANSAS

ALCOHOLIC BEVERAGE CONTROL
 201 SW 9th STREET
 P.O. BOX 3506
 TOPEKA KS 66601-3506



DEPARTMENT OF REVENUE
 PHONE: 785-296-7015
 FAX: 785-296-7185
 www.ksrevenue.org/abc.html

TEMPORARY PERMIT LOCATION AND ZONING

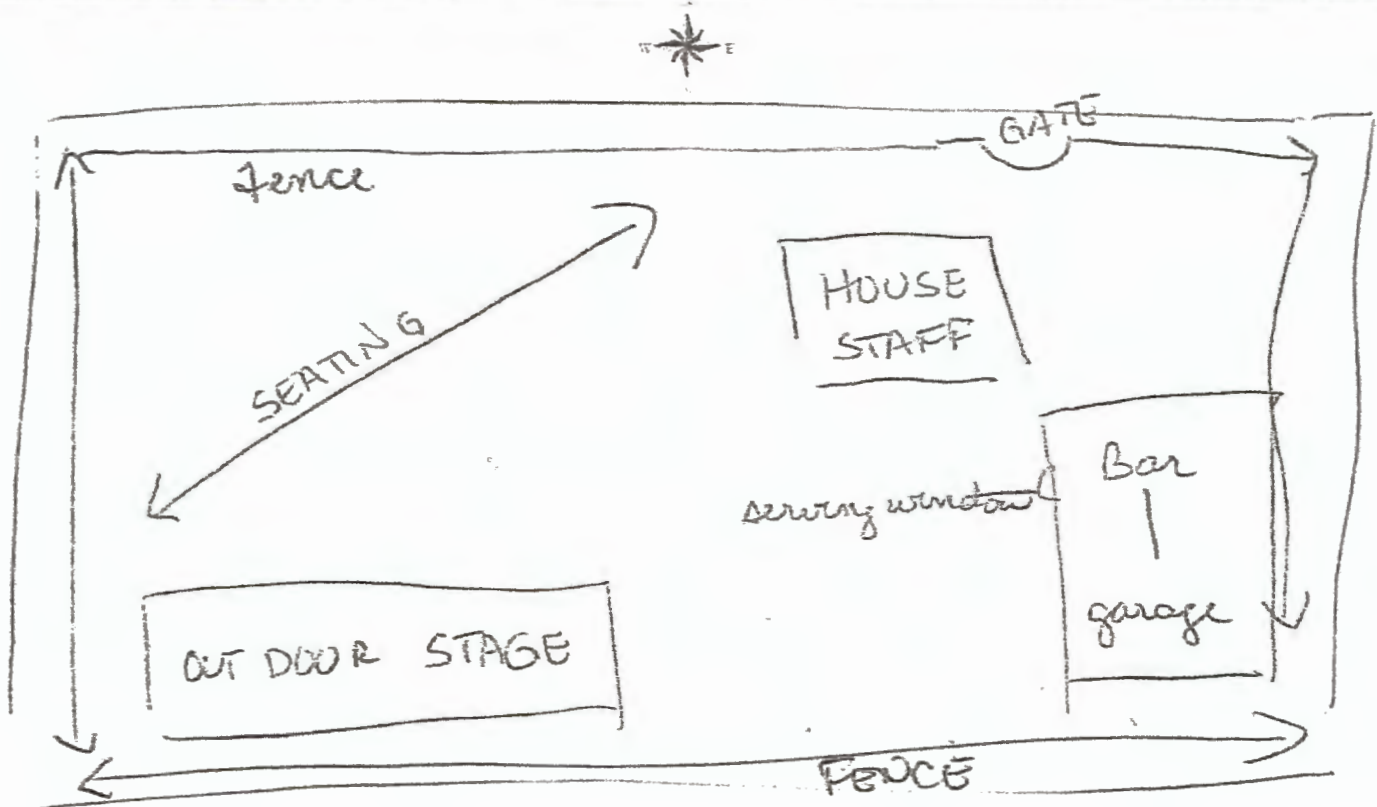
Organization Name or Individual Applicant PATTON'S PICKIN' PARLOR Event Date(s) 09/10-12/2021

Event Type: ☐ Charitable Auction ☒ On-Premise ☐ Porcelain Container
☐ Special Event* - Number of Consecutive days (up to 30): _____

*A special event is held on public streets, alleys, roads, sidewalks or highways and must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held.

SECTION 1 – EVENT AREA: Complete this section for On-Premise and Special Events only.

In the space below, in ink, draw the floor plan and any outside areas included in the proposed event area where alcoholic liquor will be sold, served or consumed. If the area is outside, it must show where the three-dimensional barriers will be located to define the event area; and, include nearby streets for reference. Shade in the areas you DO NOT wish to be permitted.

**SECTION 2 – CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK:** (Completed by the clerk).

I HEREBY CERTIFY THAT THE PREMISES AT 417 W 14TH ST WINFIELD, KS 67156

Location Street Address

City

Zip

CITY LIMITS: ☒ Inside the incorporated city limits ☐ Outside the city limits

ZONING: ☒ within an area that complies with all applicable zoning regulations required by K.S.A. 41-2645(d)

☐ located outside an incorporated city, in a township or county that is not zoned

(Seal)

LOCATION: ☐ government property ☒ private property ☐ public property ☐ CMB licensed premise

I declare under penalties of perjury that to the best of my knowledge and belief that Section 2 is true, correct and complete.

CLERK SIGNATURE Brenda Peters

DATE 8-6-2021

PHONE 620-221-5500

PRINTED NAME Brenda Peters

☒ City Clerk ☐ Township Clerk ☐ County Clerk