

**CITY COMMISSION MEETING  
Winfield, Kansas**

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

**AGENDA**

CALL TO ORDER .....Mayor Ronald E. Hutto  
ROLL CALL.....City Clerk, Tania Richardson  
MINUTES OF PRECEDING MEETING.....Monday, November 06, 2023

**PUBLIC HEARING**

- Consider comments in regard to the completion of an application to the Kansas department of Health and Environment regarding a loan from the Kansas Public Water Supply Loan fund.

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 2385 – A Resolution** – Authorizing the completion of an application to the Kansas department of Health and Environment regarding a loan from the Kansas Public Water Supply Loan fund.

**Bill No. 2386 – A Resolution** – Awarding a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute an agreement for the use of facilities at Broadway Sports Complex between the City of Winfield, Kansas and the Midwest Moos, Inc., Wichita, Kansas.

**OTHER BUSINESS**

**ADJOURNMENT**

-Next Commission work session 4:00 Thursday, November 30, 2023.  
-Next regular meeting 5:30 p.m. Monday, December 04, 2023.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**November 6, 2023**

The Board of City Commissioners met in regular session, Monday, November 06, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Brenda K. Butters were also present. Also in attendance were Tania Richardson, City Clerk and William E. Muret, City Attorney. Taggart Wall, City Manager, attended through Teams. Other staff members present were Patrick Steward, Director of Public Improvements; and Robbie DeLong, Police Chief.

Mayor Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the October 16, 2023 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, the motion carried.

**PRESENTATION**

-Winfield Police Department Promotions and Presentations

City Clerk Richardson administered the Oath of Office to Officer McKenzie Robertson.

Police Chief DeLong introduced Officer Ted Shinneman promoted to Master Police Officer.

Police Chief DeLong introduced Officer Maddie Pegorsch promoted to Master Police Officer.

Police Chief DeLong presented the Meritorious Award to Sergeant Greg Venable.

Police Chief DeLong presented the Life Saving Award to Kory Roberts, Andrew Ternes, and Dakota Richardson.

**PROCLAMATION**

Mayor Gregory N. Thompson presented a Proclamation to Kathy Graeff, Operations Director of Legacy, a Regional Community Foundation, proclaiming the week of November 12-18, 2023, as Community Foundation Week.

**BUSINESS FROM THE FLOOR**

-Richard See, 1929 Central Ave-Presented a suggestion to name the road through Island Park, Rick Meyer Memorial Drive.

**NEW BUSINESS**

**Bill No. 2382 – A Resolution** – Authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2023-1, of the City of Winfield, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. City Manager Wall explains GO Temporary Notes will go to 2027, then wrap up to longer note. David Arteberry, Stifel, Nicolaus & Company, Inc, explains this will place the notes with local banks, who have submitted a direct placement bid offering for the temporary notes at 4.05%, saving the City the issuance costs of a public market. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2382 was adopted and numbered Resolution No. 6823.

**Bill No. 2383 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Cost Share Program Agreement 586-23 for Project No. U-2491-01 between the City and the Secretary of the Kansas Department of Transportation, relating to State Aid for Pike Road Pedestrian/Vehicular Safety and Access Improvements. Director of Public Improvements Steward explains this will allow the City to enter into an agreement for improvements on Pike Road with aid from KDOT’s Cost Share program. The agreement provides 70% of the construction costs with a not-to-exceed contribution by KDOT of \$1,005,267. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2383 was adopted and numbered Resolution No. 6923.

**Bill No. 2384 – A Resolution** – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a fairgrounds special event agreement between the City of Winfield and the Cowley County Fair Association. City Manager Wall explains this Agreement includes a 5-year renewal clause. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2384 was adopted and numbered Resolution No. 7023.

**OTHER BUSINESS**

**ADJOURNMENT**

Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:49 p.m.

Signed and sealed this 16<sup>th</sup> day of November 2023. Signed and approved this 20<sup>th</sup> day of November 2023.

---

Tania Richardson, City Clerk

---

Gregory N. Thompson, Mayor

**A RESOLUTION**

**AUTHORIZING THE COMPLETION OF AN APPLICATION TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT REGARDING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND**

**WHEREAS**, the City of Winfield, Kansas (the “City”) is a duly incorporated City of the Second Class organized under the laws of the state of Kansas (the “State”) which operates a public water supply and distribution system (the” System”); and

**WHEREAS**, the City Commission (the “Governing Body”) of the City has heretofore determined in to be in the best needs of the customers of the System to undertake certain modifications and improvements (the “Project”) to the System; and

**WHEREAS**, the pursuant to K.S.A. 65-163c *et seq.* (the “Act”), the Kansas Department of Health and Environment (“KDHE”) administers the Kansas Public Water Supply Loan Fund (the “Fund”) from which loans are made to certain qualified Municipalities (as said term is defined in the Act) to finance modification and improvements to public water supply systems; and

**WHEREAS**, the City has heretofore made an application to KDHE for a loan in an amount not to exceed \$3,200,000.00. (the “Loan”) to finance the Project; and

**WHEREAS**, the Governing Body has conducted a public hearing this date on the advisability of proceeding with the completion of the application for the Loan and desires to authorize the appropriate officials of the City to accomplish the completion process.

**BE IT RESOLVED BY THE GOVERNING BODY OF CITY OF WINFIELD, KANSAS, AS FOLLOWS:**

**Section 1. Loan Application.** The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the “Application”); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

**Section 2. Further Proceedings.** The Mayor and City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the “Loan Agreement”); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

**Section 3. Further Authority.** This Resolution shall be in full force and effect from and after its adoption.

**Adopted** by the Governing Body of the City of Winfield Kansas on November 20, 2023.

**(SEAL)**

\_\_\_\_\_  
Gregory N. Thompson, Mayor

**ATTEST:**

\_\_\_\_\_  
Tania Richardson, City Clerk

**A RESOLUTION**

**AWARDING** a contract and directing the City Manager and Clerk of the City of Winfield, Kansas to execute an agreement for the use of facilities at Broadway Sports Complex between the City of Winfield, Kansas and the Midwest Moos, Inc., Wichita, Kansas.

**WHEREAS**, the City of Winfield and the Midwest Moos Inc., have successfully completed a two-year agreement for field and facility use, and;

**WHEREAS**, both parties wish to enter into an additional two-year agreement for the use of facilities; and

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

**Section 1.** The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement for the use of facilities at Broadway Sports Complex between the City of Winfield, Kansas and the Midwest Moos, Inc., Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

**ADOPTED** this 20th day of November, 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

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

This AGREEMENT, entered into this \_\_\_\_ day of November, 2023 by the MIDWEST MOOS INC and the CITY OF WINFIELD, KS (hereinafter known as the CITY).

WHEREAS, the CITY and the MidWest Moos INC have agreed to terms on a new FIELD AGREEMENT for the 2024 & 2025 baseball seasons through August 2025.

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

1. The CITY agrees to the following conditions:

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

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

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

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

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

A. Clean-up - The MidWest Moos INC agrees to remove all event related trash after each contest. MidWest Moos INC will require preseason training of designated personnel by CITY for clean-up procedures.

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

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

D. Concessions - The MidWest Moos INC shall have sole responsibility and right for the sale of beer during contests, subject to approval by the Governing Body. The MidWest Moos INC shall have the sole responsibility and right for the sale of concessions during MidWest Moos INC contests. The MidWest Moos INC shall provide proof of all necessary licensing for concessions required by legal regulatory bodies: i.e. City , State or other. The MidWest Moos INC agrees to abide by all CITY policies, regulations and other contracts including the exclusive rights of Coca-Cola products at Broadway Sports Complex. Clean-up - The MidWest Moos INC agrees to leave the concession stand in clean orderly manner for use by the next group.

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

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

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

H. Community Involvement - The MidWest Moos INC agrees to be active in the



community by serving as volunteers for various community functions when possible.

I. MidWest Moos INC agrees to carry Comprehensive Liability insurance naming the City of Winfield, its officers and agents as additionally insured in an amount not less than \$1,000,000 General Aggregate, \$1,000,000 Products aggregate, \$500,00, Each Occurrence, \$500,000 Personal/Adv Injury and \$100,000 Fire Damage.

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

This Contract is effective from the latest date signed below for a period of two (2) baseball seasons and will be reviewed by both parties in August 2025.

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

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

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

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

---

City Manager \_\_\_\_\_ Date \_\_\_\_\_

---

MidWest Moos, INC \_\_\_\_\_ Date \_\_\_\_\_