

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, March 04, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Brenda K. Butters
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETINGTuesday, February 20, 2024

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2413 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas to enter into an agreement between Utility Helpnet, Wichita, Kansas and the City of Winfield, Kansas, regarding control system improvements at the West 14th Avenue Power Plant.

Bill No. 2414 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas to enter into an agreement between Meyer Specialty Services, Wichita, Kansas and the City of Winfield, Kansas, regarding sanitary sewer system improvements.

Bill No. 2415 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement for transportation services between the City of Winfield and Enable Gas Transmission, LLC., Oklahoma City, Oklahoma, regarding natural gas transmission services.

OTHER BUSINESS

-Consider CMB application for Old Skool Productions
-Executive Session for preliminary discussion of the acquisition of real property.

ADJOURNMENT

-Next Commission Work Session 4:00 p.m. Thursday March 14, 2024
-Next regular meeting 5:30 p.m. Monday, March 18, 2024

CITY COMMISSION MEETING MINUTES

February 20, 2024

The Board of City Commissioners met in regular session, Tuesday, February 20, 2024 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioner Ron Hutto was present, Commissioner Gregory N. Thompson was absent. Also, in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk; and William E. Muret, City Attorney. Other staff member present was Gus Collins, Director of Utilities.

City Clerk Richardson called roll and noted Commissioner Thompson absent, other Commissioners present.

Commissioner Hutto moved that the minutes of the February 5, 2024 meeting be approved. Commissioner Butters seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

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

NEW BUSINESS

Bill No. 2409 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas to enter into an agreement between Versasport, LLC., Wichita, Kansas and the City of Winfield, Kansas, regarding playground improvements at Cherry Street Park. City Manager Wall explains this will allow the City to enter into agreements regarding the removal of existing and installation of playground improvements at Cherry Street Park in an amount not to exceed \$140,000, with deducted cost for City employees doing labor. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2409 was adopted and numbered Resolution No. 0924.

Bill No. 2410 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Island Park Productions). City Manager Wall explains this Resolution authorizes the possession and consumption of alcoholic liquor or cereal malt beverage in Island Park during a series of outdoor concert events over the summer. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2410 was adopted and numbered Resolution No. 1024.

Bill No. 2411 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a proposal for professional services between Southwest Electric Co., Tulsa, Oklahoma and the City of Winfield, Kansas, regarding transmission and distribution substation and switchgear maintenance and inspection. Director of Utilities Collins explains that Staff is recommending Southwest Electric Co., Tulsa, Oklahoma be selected to conduct the substation maintenance and testing, at a cost of \$59,400. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, both Commissioners voting aye, Bill No. 2411 was adopted and numbered Resolution No. 1124.

Bill No. 2412 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas to execute a proposal for professional services between Utility Safety & Design, Inc., Kirksville, Missouri and the City of Winfield, Kansas, regarding pipeline engineering services related to the extension of natural gas pipeline serving the Kansas Power Pool Walnut Energy Center. City Manager Wall explains this will authorize the City to enter into a preliminary design engineering

agreement for natural gas pipeline to serve the Walnut Energy Center. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2412 was adopted and numbered Resolution No. 1224.

OTHER BUSINESS

ADJOURNMENT

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

Signed and sealed this 21st day of February 2024. Signed and approved this 4th day of March 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor



Request for Commission Action

Date: March 4, 2024

**Requestor: Tyson Kelley, Power Plant Superintendent
Gus Collins, Director of Utilities**

Action Requested: Approval of Gas Turbine PLC/SCADA Update.

Analysis: Current control system is from 1996 and the Programmable Logic Control (PLC) is outdated and obsolete. By updating the PLC, it would improve the reliability of the gas turbine operations. Staff received a total of four quotes, however, recommending we go with Utility HelpNet, Inc. Utility HelpNet knows our system and has worked on our PLC issues numerous times in the past.

Fiscal Impact: Utility HelpNet, Inc. came in at \$85,300. This cost is included in our 2024 budget.

Attachments: Quote Attached

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas to enter into an agreement between Utility Helpnet, Wichita, Kansas and the City of Winfield, Kansas, regarding control system improvements at the West 14th Avenue Power Plant.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to enter into an agreement between Utility Helpnet, Wichita, Kansas and the City of Winfield, Kansas, regarding control system improvements at the West 14th Avenue Power Plant, not to exceed \$90,000.

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

ADOPTED this 4th day of March 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager

Utility HelpNet, Inc.



Quotation

PO Box 9286
Wichita, KS 67277-0286
316-946-1144

DATE February 19, 2024
Quotation # UHN071117-241
Customer City of Winfield
West GT PLC

Bill To:

Tyson Kelley
City of Winfield, KS

Quotation valid until: March 20, 2024

Prepared by: Evan Myers

2701 E 9th
Winfield, KS 67156
620-221-5600

Comments or special instructions:

no instrumentation included

Description	AMOUNT
Update PLC hardware, SCADA software	
Install all required software on new PC Migrate PLC from SLC to CompactLogix 5380 Test & verify PLC controls and IO Migrate AVEVA InTouch HMI to most recent version Install Ethernet switch & communication cables	
(Applicable sales tax to be added) Labor	\$ 25,300.00
(Includes all applicable taxes) Materials	\$ 60,000.00
TOTAL	\$ 85,300.00

If you have any questions concerning this quotation, Contact Cris Naegele (316) 946-1144,
cnaegele@utilityhelpnet.com

THANK YOU FOR YOUR BUSINESS!



Request for Commission Action

Date: March 4, 2024

Requestor: Beau Bailey, UG Utility Supervisor
Gus Collins, Director of Utilities

Action Requested: Consider approval of two (2) Sanitary Sewer rehabilitation projects.

Analysis: Rehabilitation of the sanitary sewer is recommended due to street improvements occurring in the adjacent areas. Preparation for such projects has been completed and RFPs requested from three reputable companies. Two contractors have responded, and they are as follows:

Mayer Specialty Services - \$207,855.00

Aegion - \$275,103.00

Recommendation is to award Mayer Specialty Services, LLC.

Fiscal Impact: Project to be paid for out of 2024 budgeted capital - infrastructure improvements.

Attachments: Quote

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas to enter into an agreement between Meyer Specialty Services, Wichita, Kansas and the City of Winfield, Kansas, regarding sanitary sewer system improvements.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to enter into an agreement between Meyer Specialty Services, Wichita, Kansas and the City of Winfield, Kansas, regarding sanitary sewer system improvements, not to exceed \$210,000.00.

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

ADOPTED this 4th day of March 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager



QUOTE DATE February 15, 2024
QUOTE EXPIRES 30 days from bid date

FROM Austin Torrente

PROJECT Mound St and 4th Ave. Lining Quote - Winfield, KS
BID DATE 2/15/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Mobilization	1	LS	\$1,800.00	\$1,800.00
2	Line existing 8" sanitary sewer pipe - Mound St Mainline	1950	LF	\$33.25	\$64,837.50
3	Line existing 8" sanitary sewer pipe - Mound St Alternate Lines	1020	LF	\$33.25	\$33,915.00
4	Line existing 6" sanitary sewer pipe - 4th Ave Mainline	1470	LF	\$37.65	\$55,345.50
5	Line existing 6" sanitary sewer pipe - 4th Ave Alternate Lines	1380	LF	\$37.65	\$51,957.00
*** Item 3 is tied with Item 2 and Item 5 is tied with Item 4***					
TOTAL					\$207,855.00

Customer Responsibilities

- Any open cut point repairs that are needed to successfully install pipe liner.
- Notification to sewer customers who will be affected during the lining process.
- Provide clean water from a hydrant for pipe cleaning, equipment and cleanup.
- Provide a place to dispose of 4' x 8' shipping reel and excess material.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Provide access for our equipment to all locations as needed (Manhole covers shall be at grade and exposed).
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful

General Terms and Conditions

INCLUSIONS:

- Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.
- Footage above based on plans/if actual footage lined exceeds what is listed above additional charges will apply.

EXCLUSIONS:

- Major manhole infiltration repair, Iron pipe tuberculation cleaning, and extremely heavy root cleaning.
- Any disputes regarding this agreement will be decided by arbitration (Construction Industry Rules of the American Arbitration Association.)
- Sales Taxes
- Permits or connection fees of any kind
- Bypass Pumping
- Prevailing Wages/Davis-Bacon Wages
- Traffic Control
- Any pre-jobsite clearance including but not limited to:
 - Safety Training (on-site or online)
 - Badging
 - Drug Testing
 - Background Checks

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature _____

Date Signed _____

Mayer Specialty Services, LLC

831 Industrial Rd / PO Box 469

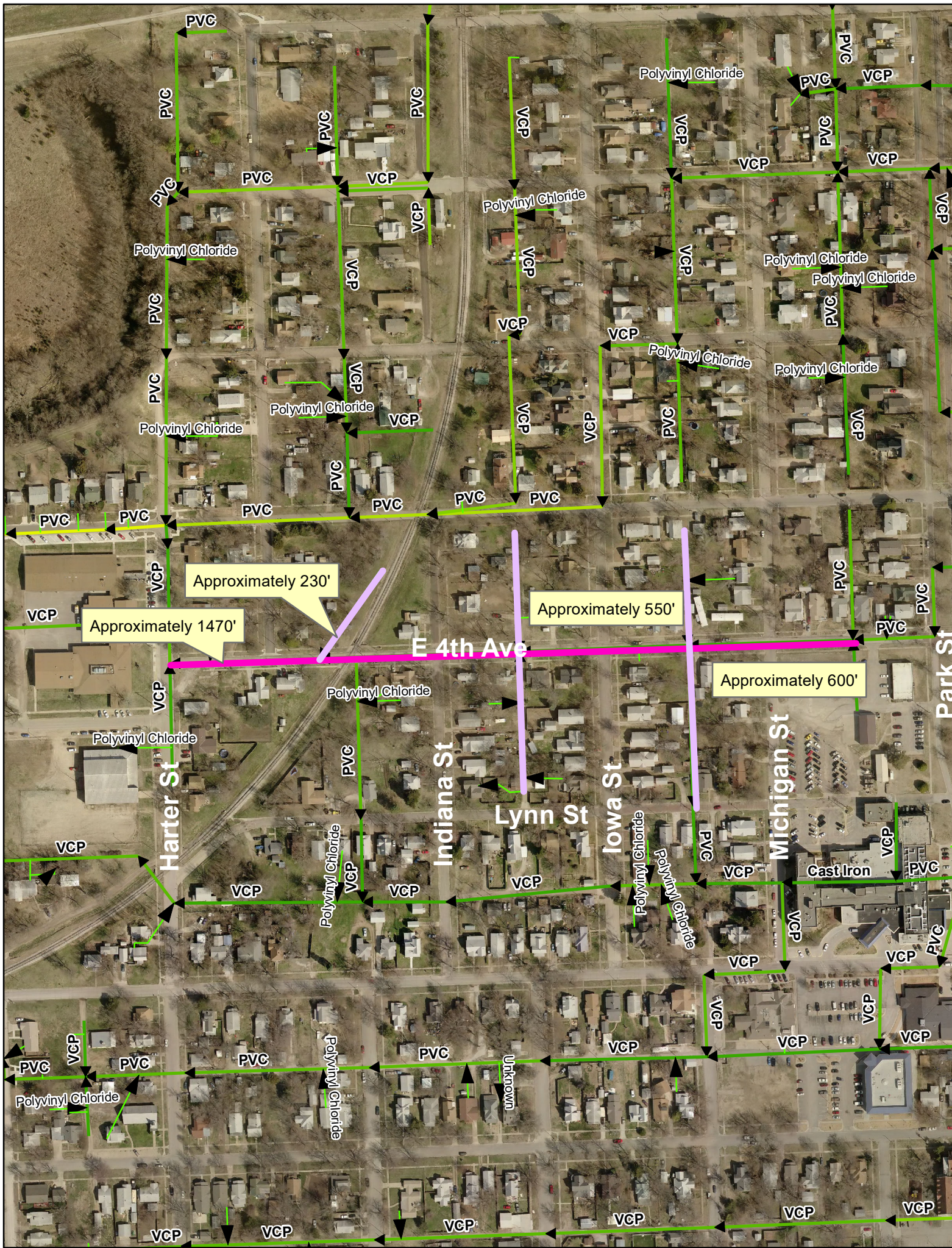
Goddard, KS 67052

316-794-1165

316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00

Thank you for the opportunity to provide pricing



**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gas Transmission, LLC, a Delaware limited liability company ("Transporter"), and Shipper (defined below), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) SHIPPER INFORMATION:

Shipper's Name: City of Winfield, Kansas
2701 E. 9th Avenue
Winfield, KS 67156
Attn: Gus Collins
Email: gcollins@winfieldks.org

Type of Entity: Kansas municipality

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: Part 284: Subpart G

3) TERM, CONTRACT DEMAND AND POINTS:

The term (including term extensions), Contract Demand, Receipt Entitlement(s), and Receipt and Delivery Points for this Agreement shall be shown below or on any designated Attachment, as applicable. Absent designation of MRO's for any specific physical Point of Receipt, Transporter shall have no obligation to permit Shipper to utilize any such Point of Receipt or to receive any specific quantities on Shipper's behalf at such point.

Term: Effective Date: Originally April 1, 2018, as amended and restated April 1, 2023

Primary Term End Date: The end of the Day on March 31, 2024

Evergreen/Term Extension? No

Contract Demand (Dth/D):	10	April 1, 2023 – April 30, 2023; October 1, 2023 – March 31, 2024
	100	May 1, 2023 – May 31, 2023; September 1, 2023 – September 30, 2023
	1,500	June 1, 2023 – August 31, 2023

Receipt Entitlement(s) (Dth/D):	West 1 Pooling Area
	10 April 1, 2023 – April 30, 2023; October 1, 2023 – March 31, 2024
	100 May 1, 2023 – May 31, 2023; September 1, 2023 – September 30, 2023
	1,500 June 1, 2023 – August 31, 2023

<u>Primary Receipt Point(s):</u>	<u>Maximum Receipt Obligation (Dth/D)</u>
EGG McClure IC	10 April 1, 2023 – April 30, 2023; October 1, 2023 – March 31, 2024
(Meter No. 301104)	100 May 1, 2023 – May 31, 2023; September 1, 2023 – September 30, 2023
	1,500 June 1, 2023 – August 31, 2023

<u>Primary Delivery Point(s):</u>	<u>Maximum Delivery Obligation (Dth/D)</u>
City of Winfield PWR	10 April 1, 2023 – April 30, 2023; October 1, 2023 – March 31, 2024
(Meter No. 805107)	100 May 1, 2023 – May 31, 2023; September 1, 2023 – September 30, 2023
	1,500 June 1, 2023 – August 31, 2023

**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266
(continued)**

- 4) **RATE:** Unless provided otherwise in an Attachment to this Agreement in effect during the term of this Agreement, in a capacity release award, or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.
- 5) **OTHER PROVISIONS:**
- 5.1) Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to, attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.
- 5.2) Do the parties agree that the provisions of Section 13.4 of the GT&C of Transporter's Tariff shall apply with respect to third-party transportation? No
- 5.3) Does this Agreement supersede, cancel, amend, restate, substitute or correct pre-existing Transportation Service Agreement(s) between the parties? Yes
Effective April 1, 2023, this Agreement amends and restates Transportation Service Agreement No. 1011266, originally effective April 1, 2018, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof.
- 5.4) Is this Agreement entered into pursuant to and subject to CAPACITY RELEASE, Section 19 of the GT&C of Transporter's Tariff? No
- 5.5) Does this Agreement include any other terms/provisions permitted by the Tariff? Yes
Pursuant to Section 21.10, GT&C, of the Tariff, the parties have agreed to an extension of the term with respect to all of the capacity committed under the Service Agreement being amended and extended.
- 6) All modifications, amendments or supplements to the terms and provisions hereof shall be effected only by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.
- 7) **SIGNATURE:** This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

ENABLE GAS TRANSMISSION, LLC

DocuSigned by:
By: Steven Hearn
Name: Steven Hearn
Title: VP, Marketing & BD
Date: 5/10/2023

CITY OF WINFIELD, KANSAS

By: [Signature]
Name: TAGGART WALL
Title: CITY MANAGER
Date: 03 08 2023

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**AMENDED AND RESTATED
FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT
TSA No.: 1011266**

GENERAL TERMS AND CONDITIONS

1. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions ("GT&C") set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
2. In accordance with Section 12.2 of the GT&C of Transporter's Tariff, Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said GT&C of Transporter's Tariff, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under the Tariff.
3. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the GT&C of Transporter's Tariff.
4. In accordance with Section 21.1 of the GT&C of Transporter's Tariff, upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
5. In accordance with Section 5.7(e) of the GT&C of Transporter's Tariff, termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
6. In accordance with Sections 2.1 and 2.2 of Rate Schedule FT of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
7. In accordance with Sections 2.1 and 3.3 of Rate Schedule FT of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less, as applicable, Fuel Use and LUGF, or Alternate Fuel Retentions, retained.
8. Except as otherwise permitted in the Tariff, and in accordance with Section 19 of the GT&C of Transporter's Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Shipper may request that Transporter consent to Shipper's assignment of this Agreement to an entity with which Shipper is affiliated subject to the assignee's satisfaction of the criteria in Section 14 of the GT&C of Transporter's Tariff, in the situation in which, after Shipper obtains the Agreement, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.



Request for Commission Action

Date: February 29, 2024

Requestor: Gus Collins, Director of Utilities

Action Requested: Consider approval and renewal of the EGT/City of Winfield Power Plant Gas Transmission contract.

Analysis: The City of Winfield currently contracts with Enable Gas Transmission Company for the delivery of Natural Gas to both generating units, the steam plant on E 12th and West Gas Turbine. The contract for community will automatically renew on April 1st, however, the Power Plant agreement is an annual renewal.

The terms of the renewal are the same as last contract year. The City is still obligated on a "take or pay" term.

Here is a recap of April 2023 to March 2024:

City of Winfield Power Plant				
Firm Transport Agreement with Enable Gas Transmission				
	Take/Pay Daily Volume	Take/Pay Reservation Cost	Actual Usage	Actual Cost
Apr 2023	10	\$74.26	6821	\$1,806.90
May 2023	100	\$742.58	4838	\$1,830.60
Jun 2023	1,500	\$3,564.95	13,927	\$4,418.97
Jul 2023	1,500	\$3,564.95	17,392	\$13,914.03
Aug 2023	1,500	\$3,564.95	29,060	\$16,025.14
Sep 2023	100	\$742.58	0	\$742.56
Oct 2023	10	\$74.26	0	\$74.25
Nov 2023	10	\$74.26	0	\$74.25
Dec 2023	10	\$74.26	0	\$74.25
Jan 2024	10	\$74.26	1,233	\$396.78
Feb 2024	10	\$74.26	7,043	\$1,949.07
Mar 2024	10	\$74.26	0	\$74.25
				<i>Estimated</i>
		\$12,699.83		\$41,131.47

If the Power Plant was never activated, cost would be \$12,699.83. Note: February and March are estimated above.



Request for Commission Action

Also, EGT is again, allowing for Winfield to set the daily contract demand volume at a different level each month to reduce take or pay cost in non-summer months.

Fiscal Impact: If the City generates power, either to verify the capability or if requested by SPP, both of which are reimbursed 100% of our cost by either KPP or the agency requesting the city to generate.

We are recommending moving forward with same terms as the previous agreement.

Attachments: Contract

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement for transportation services between the City of Winfield and Enable Gas Transmission, LLC., Oklahoma City, Oklahoma, regarding natural gas transmission services.

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 agreement for transportation services between the City of Winfield and Enable Gas Transmission, LLC., Oklahoma City, Oklahoma, regarding natural gas transmission services for a rate as set forth in TSA No. 1011266, a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 4th day of March 2024.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of _____

Winfield Kansas

SECTION 1 – LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

- ☒ License to sell cereal malt beverages for consumption on the premises.
☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-92292553f-01

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name Tony Russell Phone No. 6202224535 Date of Birth 11/16/1976

SSN/EIN 514-80-5006 Drivers' License Number K9-00-4730

Email Address(s). Please separate values with comma: oldskoolproductions16@gmail.com

Residence Street Address 420 N Michigan st City Winfield Ks 67156 State Zip Code

Applicant Spousal Information

Spouse Name Phone No. Date of Birth

Residence Street Address City State Zip Code

SECTION 3 – LICENSED PREMISE

Licensed Premise
DBA Name (Business Location or Location of Special Event)
Old Skool Productions

Mailing Address
(If different from business address)
Name Tony Russell

Business Location Address Fairgrounds Address 420 n Michigan

City Winfield KS 67156 State Zip City Winfield Ks 67156 State Zip

Business Phone No. 620-222-4535 ☐ I own the proposed business location.

☒ I do not own the proposed business location.

Business Location Owner Name(s) City of Winfield

SECTION 4 – APPLICANT QUALIFICATION

I am a U.S. Citizen ☒ Yes ☐ No

I am at least 21 years of age ☒ Yes ☐ No

I have had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act revoked for a violation of such acts? ☐ Yes ☒ No

I have been a resident of Kansas for at least _____ years prior to the submission of this application.

Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes:
(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law. ☒ Yes ☐ No

My spouse has previously held a CMB license. ☐ Yes ☒ No

My spouse has never been convicted of one of the crimes mentioned above while licensed. ☒ Yes ☐ No

SECTION 5 – MANAGER OR AGENT QUALIFICATION

My place of business or special event will be conducted by a manager or agent.

☒ Yes ☐ No

If yes, provide the following:

Manager/Agent Name

Makenzee Wilson

Phone No.

620-218-4135

Date of Birth

07-18-1994

Residence Street Address

City

Udall Ks 67146

Zip Code

Manager or Agent Spousal Information

Spouse Name

Phone No.

Date of Birth

Residence Street Address

City

Zip Code

Qualification Statement

My manager/agent and his/her spouse* meets all of the qualifications in Section 4.

☐ Yes ☐ No**SECTION 6 – DURATION OF SPECIAL EVENT**

Start Date

03-30-2024

Time

1:00

☐ AM☒ PM

End Date

11-16-2024

Time

11:59

☐ AM☒ PM

Proceed to Section 7 on the next page.

SECTION 7 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☒ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct.
(K.S.A. 52-601)

SIGNATURE Tony Russell DATE 2.21.24

FOR CITY/COUNTY OFFICE USE ONLY:

☐ License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☐ \$25 CMB Stamp Fee Received Date _____

☐ Background Investigation ☐ Completed Date _____ ☐ Qualified ☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

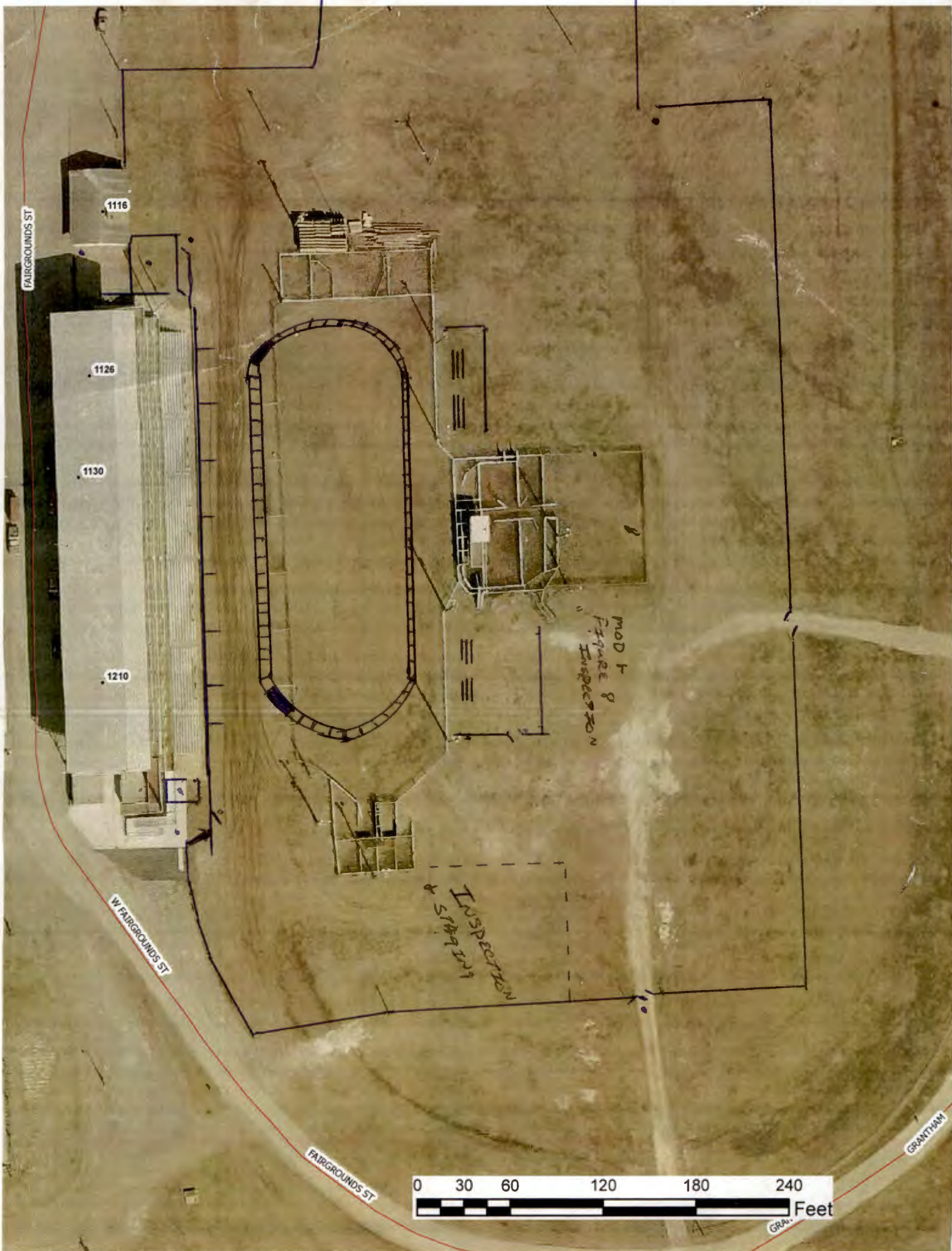
☐ New License Approved Valid From Date _____ to _____ By: _____

☐ License Renewed Valid From Date _____ to _____ By: _____

☐ Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet the citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)



FAIRGROUNDS ST

1116

1126

1130

1210

W FAIRGROUNDS ST

FAIRGROUNDS ST

GRANTHAM

0 30 60 120 180 240 Feet

mod b
Figure 8
Inspection

Inspection
Sign