

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, March 18, 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 MEETING.....Monday, March 04, 2024

PROCLAMATION

- Proclaiming the week of April 1st-6th, 2024 as Spring Beautification Week.

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

- Bill No. 2416 – A Resolution** – Determining the existence of certain nuisances at 1120 Lowry St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2417 – A Resolution** – Determining the existence of certain nuisances at 804 E 12th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2418 – A Resolution** – Determining the existence of certain nuisances at 1917 Central Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2419 – A Resolution** – Determining the existence of certain nuisances at 1414 E 4th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2420 – A Resolution** – Determining the existence of certain nuisances at 1414 Loomis St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.
- Bill No. 2421 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Agreement No. 5-79 between the City and the Secretary of the Kansas Department of Transportation, relating to City Connecting Link Maintenance in the City of Winfield, Cowley County, Kansas.
- Bill No. 2422 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an amendment to a lease agreement between the City of Winfield, Kansas and the Capper Foundation, clarifying and confirming the length of the initial term.
- Bill No. 2423 – A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Productions)
- Bill No. 2424 – A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Stone Barn Farm)

OTHER BUSINESS

-Consider appointments to the Human Relations Commission and the City Planning Commission.

ADJOURNMENT

- Next regular Work Session 4:00 p.m. Thursday, March 28, 2024.
- Next regular meeting 5:30 p.m. Monday, April 01, 2024.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
March 6, 2024

The Board of City Commissioners met in regular session, Wednesday, March 06, 2024 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters 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 20, 2024 meeting be approved as presented. Commissioner Butters seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

- Taylor Kermode, 208 W 15th Ave, appeared to inquire about the petition for chickens in Winfield.
- Jim Masem, 508 E 10th Ave, appeared to inquire about curbs in his neighborhood

NEW BUSINESS

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. Director of Utilities Collins explains that Staff received a total of four quotes, and are recommending we go with Utility HelpNet, Inc. Utility HelpNet knows our system and has worked on our PLC issues numerous times in the past. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, both Commissioners voting aye, Bill No. 2413 was adopted and numbered Resolution No. 1324.

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. Director of Utilities Collins explains that rehabilitation of the sanitary sewer is recommended due to street improvements occurring in the adjacent areas. From the two bid responses, staff recommends awarding to Mayer Specialty Services, LLC., in the amount of \$207,855.00. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2414 was adopted and numbered Resolution No. 1424.

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. Director of Utilities Collins explains the City currently contracts with Enable Gas Transmission Company for the delivery of Natural Gas to both generating units, the steam plant on East 12th and West Gas Turbine. Staff recommends moving forward with the same terms as the previous agreement. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2415 was adopted and numbered Resolution No. 1524.

OTHER BUSINESS

-Consider CMB application for Old Skool Productions. City Manager Wall explains this is for the Figure 8 races at the Fairgrounds. Commissioner Butters made a motion that the CMB license application for Old Skool Productions be approved. Motion was seconded by Commissioner Hutto. With both Commissioners voting aye, motion carried.

-Executive Session for preliminary discussion of the acquisition of real property. Commissioner Butters made a motion that the Commission recess into executive session for a period not to exceed 10 minutes for the purpose of discussing the acquisition of real property. Motion was seconded by Commissioner Hutto. With both Commissioners voting aye, motion carried.

Regular Session resumed at 5:50 p.m.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, the meeting adjourned at 5:53 p.m.

Signed and sealed this 14th day of March 2024.

Signed and approved this 18th day of March 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor

PROCLAMATION

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

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

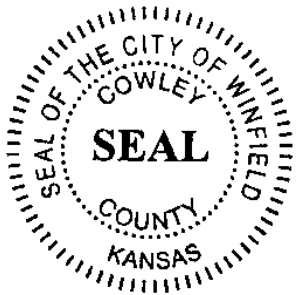
WHEREAS, the appearance of Winfield reflects the quality of life enjoyed in our residential, educational, business, and industrial pursuits; and,

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

NOW, THEREFORE, I, Brenda K. Butters, Mayor of the City of Winfield, Kansas, do hereby proclaim April 1st through April 6th, 2024, as:

SPRING BEAUTIFICATION WEEK

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



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 18th day of March 2024.

Brenda K. Butters

Brenda K. Butters, Mayor

ATTEST:

Tania Richardson

Tania Richardson, City Clerk



Request for Commission Action

Date: March 18th, 2024

Requestor: Trevor Langer, Environmental Inspector

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

1120 Lowry: limbs, rubbish, and other debris.

804 E 12th Ave: appliances, rubbish, and other debris.

1917 Central Ave: mattress.

1414 E 4th Ave: wood, limbs, and mattresses.

1414 Loomis: various debris and rubbish.

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 – 1120 Lowry - 2 Photos

Nuisance Resolution – 804 E 12th Ave - 2 Photos

Nuisance Resolution – 1917 Central Ave - 1 Photo

Nuisance Resolution – 1414 E 4th Ave – 2 Photos

Nuisance Resolution – 1414 Loomis – 2 Photos

Request for Commission Action
1120 Lowry-



Request for Commission Action
804 E 12th





Request for Commission Action
1917 Central Ave



Department of Public Improvements
200 E. Ninth-PO Box 646
Winfield, KS 67156
620-221-5525 ph
620-221-5590 fax



Request for Commission Action
1414 E 4th



Department of Public Improvements
200 E. Ninth-PO Box 646
Winfield, KS 67156
620-221-5525 ph
620-221-5590 fax

Request for Commission Action
1414 Loomis



A RESOLUTION

DETERMINING the existence of certain nuisances at 1120 Lowry 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 23rd day of March, 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: CHARLES LEYTON DUNBAR
1110-1120 LOWRY
Winfield, KS 67156

Occupant: CHARLES LEYTON DUNBAR
1110-1120 LOWRY
Winfield, KS 67156

Legal Description: MANNINGS ADD, BLOCK 31 LOT 8 & 9

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal, garbage, 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 18th 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 804 E 12th 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 11th day of May, 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: SUSAN M HOUSE
804 E 12TH AVE
Winfield, KS 67156

Occupant: SUSAN M HOUSE
Property Address: 804 E 12TH AVE
Winfield, KS 67156

Legal Description: FULLER'S FIRST ADD, BLOCK 271, LOT 8

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal 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 18th 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 1917 Central 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 19th day of September, 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: SMS LLC
5 BERWICK CT
Winfield, KS 67156

Occupant: JANESEA TOVAR
Property Address: 1917 CENTRAL AVE

Legal Description: SUNNYSIDE ADD, BLOCK 179, LOT 7

Nature of Nuisance: A nuisance consisting of a mattress 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 18th 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 1414 E 4th 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 18TH day of October, 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: ANTHONY MARTIN
CHARLIE STEEPROCK
1414 E 4TH AVE
Winfield, KS 67156

Occupant: ANTHONY MARTIN
Property Address: 1414 E 4TH AVE

Legal Description: FULLER'S SUB OF HIGHLAND PARK, BLOCK 4, E1/2 LT 16 & W45 LT 17

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, and mattresses in side yards 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 18th 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/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at 1414 Loomis 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 23rd day of October, 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: JAMIE WIDENER
SHALINDA WIDENER
1414 LOOMIS
Winfield, KS 6 7156

Occupant: JAMIE WIDENER
SHALINDA WIDENER

Property Address: 1414 LOOMIS

Legal Description: LOOMIS ADD, BLOCK 174, LT 9 & N16 LT 8

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, 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 18th 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/tl



Request for Commission Action

Date: March 7, 2024

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

Action Requested: Approving maintenance agreement for CCLIP Lane Miles.

Analysis:

The request is to consider a new Connecting Link Maintenance agreement with KDOT. The existing agreement was established in 1997. Since that time, there have been minor adjustments to the total lane miles. The purchase and annexation of the area at the intersection of Country Club Road and US-77 added connecting link lane miles. This agreement establishes who is responsible for the maintenance of all sections and the annual amount KDOT provides to the City for maintenance of the sections assigned to the City.

Fiscal Impact: The previous agreement established a rate of \$2000 / lane mile annually. In recent years, KDOT has paid \$2500 / lane mile. This agreement would increase that to \$5000 / lane mile.

Attachments: Resolution & Agreement



500 North Hendricks
Hutchinson, KS 67501

Calvin E. Reed, P.E., Secretary
Nick Squires, P.E., District Engineer

Phone: 620-663-3361
Fax: 620-663-1804
kdot#publicinfo@ks.gov
<http://www.ksdot.gov>
Laura Kelly, Governor

March 4, 2024

City of Winfield
200 E 9TH AVE
WINFIELD, KS 67156

To Whom it may concern,

Enclosed, please find one original Form 840, "Resolution", and one original Form 443, "Computation of Payment", (for review only, no signature required) and one original 329, "City Connecting Link Maintenance Agreement" for your review and signatures.

Please return the signed original forms to this office by March 25, 2024, for further processing. When all proper parties have signed them, a copy of all forms will be returned for your files.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Santee".

Barry Santee
Construction Specialist

BKS
Enclosures

**KANSAS DEPARTMENT OF TRANSPORTATION
RESOLUTION**

DISTRICT 5

DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM

RESOLVED, by the Secretary of Transportation of the State of Kansas this day, Winfield that pursuant to the provisions of K.S.A. 68-406 and amendments thereto, the following described streets in the city of Winfield, County of Cowley be designated as connecting links in the State Highway System.

This resolution cancels and supersedes the previous resolution dated: 4-1-97

Route Number	Description	Lanes	Route Miles	Lane Miles
US-160	From 0.073 Miles E of intersection with WALCH RD to 0.011 Miles E of intersection with PHILLIPS SHEPPARD RD. From 0.042 Miles W of intersection with MILL ST to Intersection with K-360 HWY.	2	3.734	7.468
	From 0.011 Miles E of intersection with PHILLIPS SHEPPARD RD to 0.042 Miles W of intersection with MILL ST.	4	0.528	2.112
US-77	From 0.007 Miles S of intersection with 71ST RD to 0.303 Miles N of intersection with 71ST RD. From 0.040 Miles N of intersection with QUAIL RIDGE DR to 0.020 Miles N of intersection with E 4TH AVE.	4	2.650	10.600
	From 0.020 Miles N of intersection with E 4TH AVE northward to the center point of the bridge over TIMBER CREEK.	2	0.337	0.674
K-360	From Intersection with MAIN ST to 0.171 Miles W of intersection with BROADWAY ST. From 0.036 Miles NE of intersection with JOEL MACK RD to 0.031 Miles NE of intersection with WHEAT RD. From 0.544 Miles NE of intersection with WHEAT RD to 0.289 Miles S of intersection with E 12TH AVE. From Intersection with E 12TH AVE to Intersection with E 9TH AVE.	2	1.665	3.330

RECOMMENDED: 
Chief of Transportation Planning

RECOMMENDED: _____
District Engineer

DISTRIBUTION:

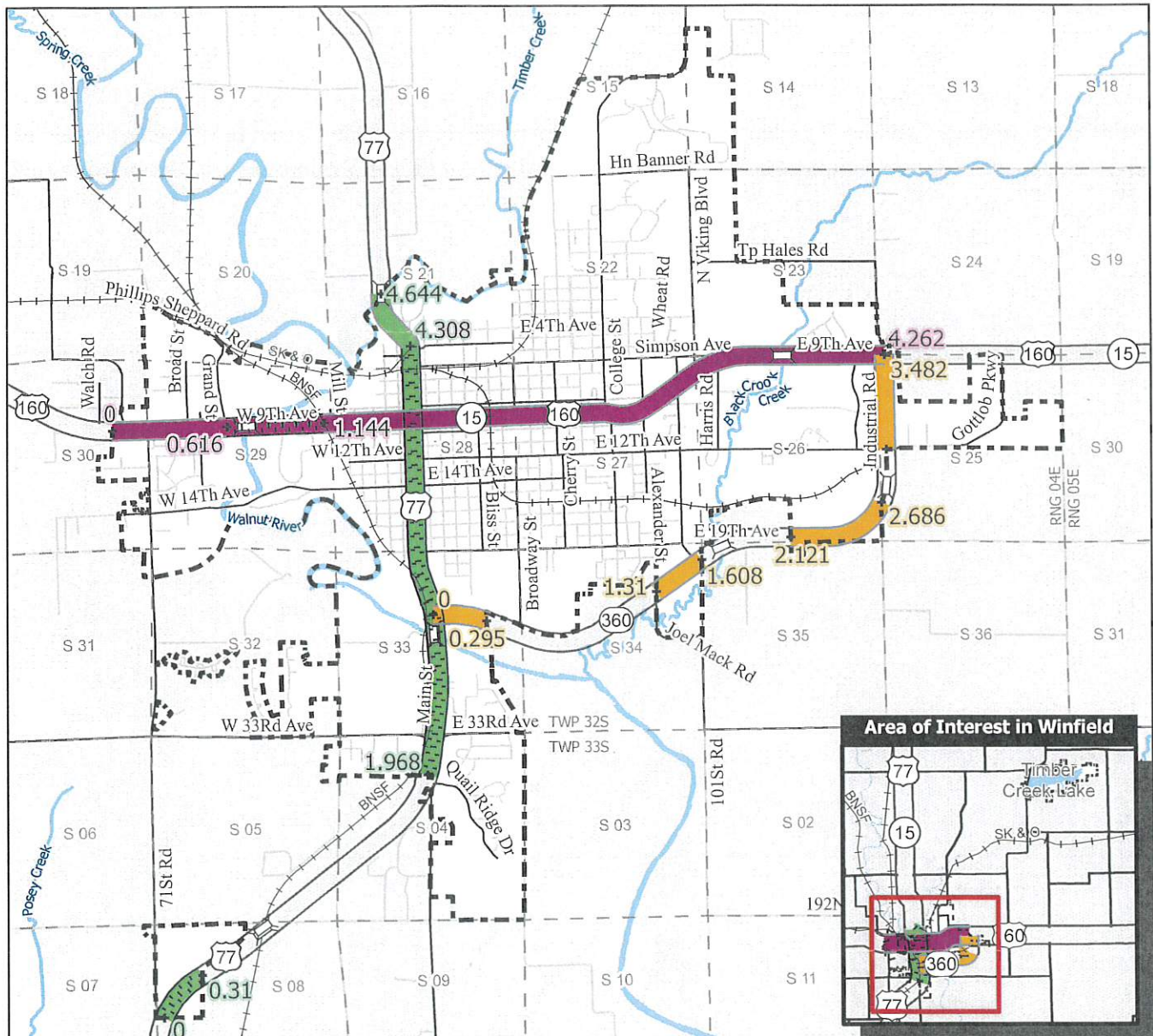
Bureau of Fiscal Services
City
District Office
Bureau of Local Projects
Bureau of Maintenance
Bureau of Design
Bureau of Transportation Planning
Bureau of Transportation Safety & Technology
Area/Metro Engineer

Total Route Miles	8.914
Lane Miles	
Two Lane.....	11.472
Three Lane.....	
Four Lane.....	12.712
Five Lane.....	
Six Lane.....	
Seven Lane.....	
Eight Lane.....	
Nine Lane.....	
Ten Lane.....	
TOTAL LANE MILES	24.184

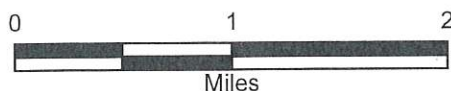
WINFIELD

COWLEY COUNTY

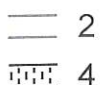
T.32-33 S R.4 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



Lanes



- State Bridge
- Municipal Boundary
- Section

City Connecting Link Mileage

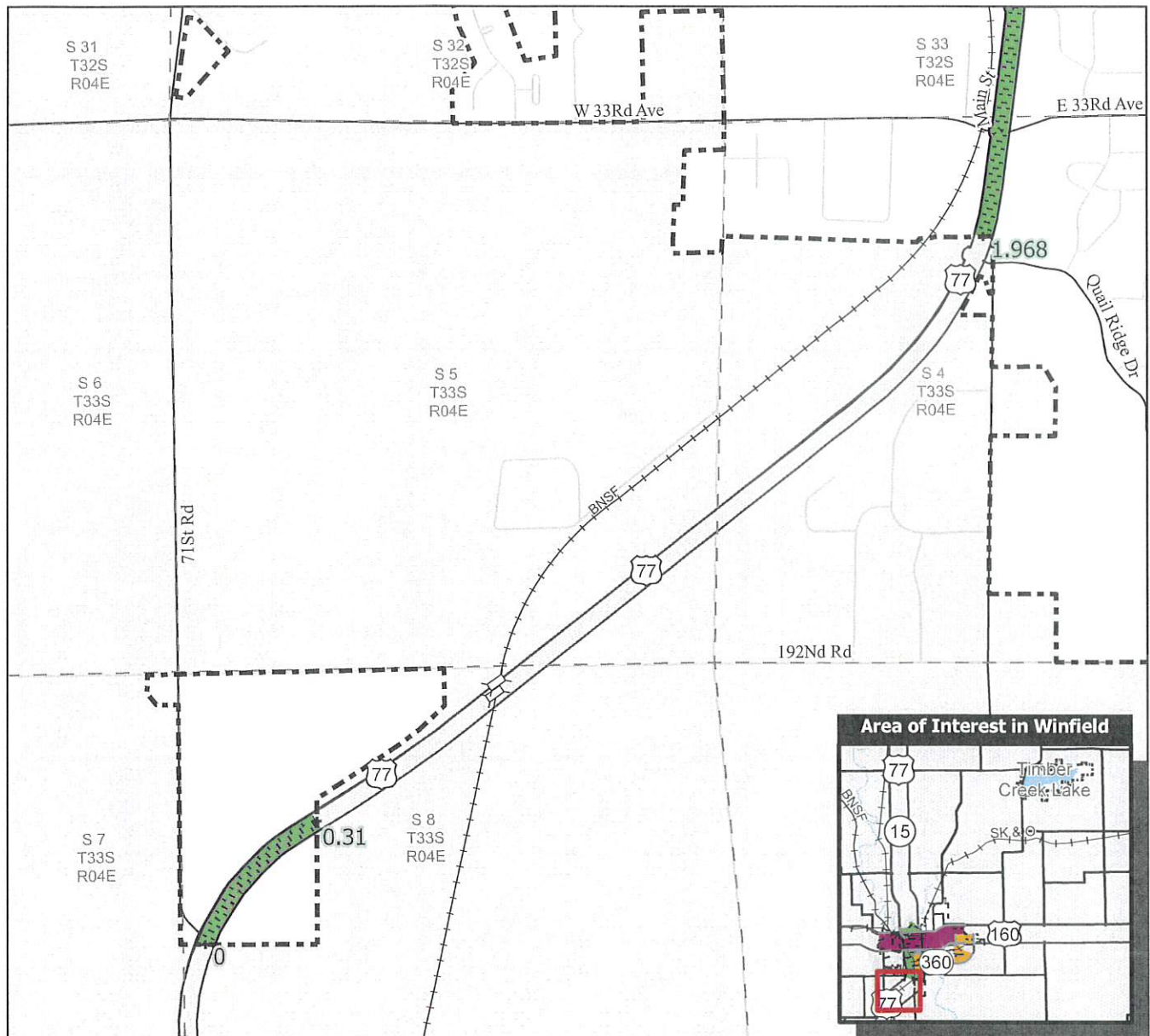
- U.S. 77.....2.987
- U.S. 160.....4.262
- K-360.....1.665



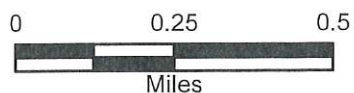
WINFIELD

COWLEY COUNTY

T.32-33 S R.4 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



Lanes



State Bridge

Municipal Boundary

Section

City Connecting Link Mileage

U.S. 77.....2.987

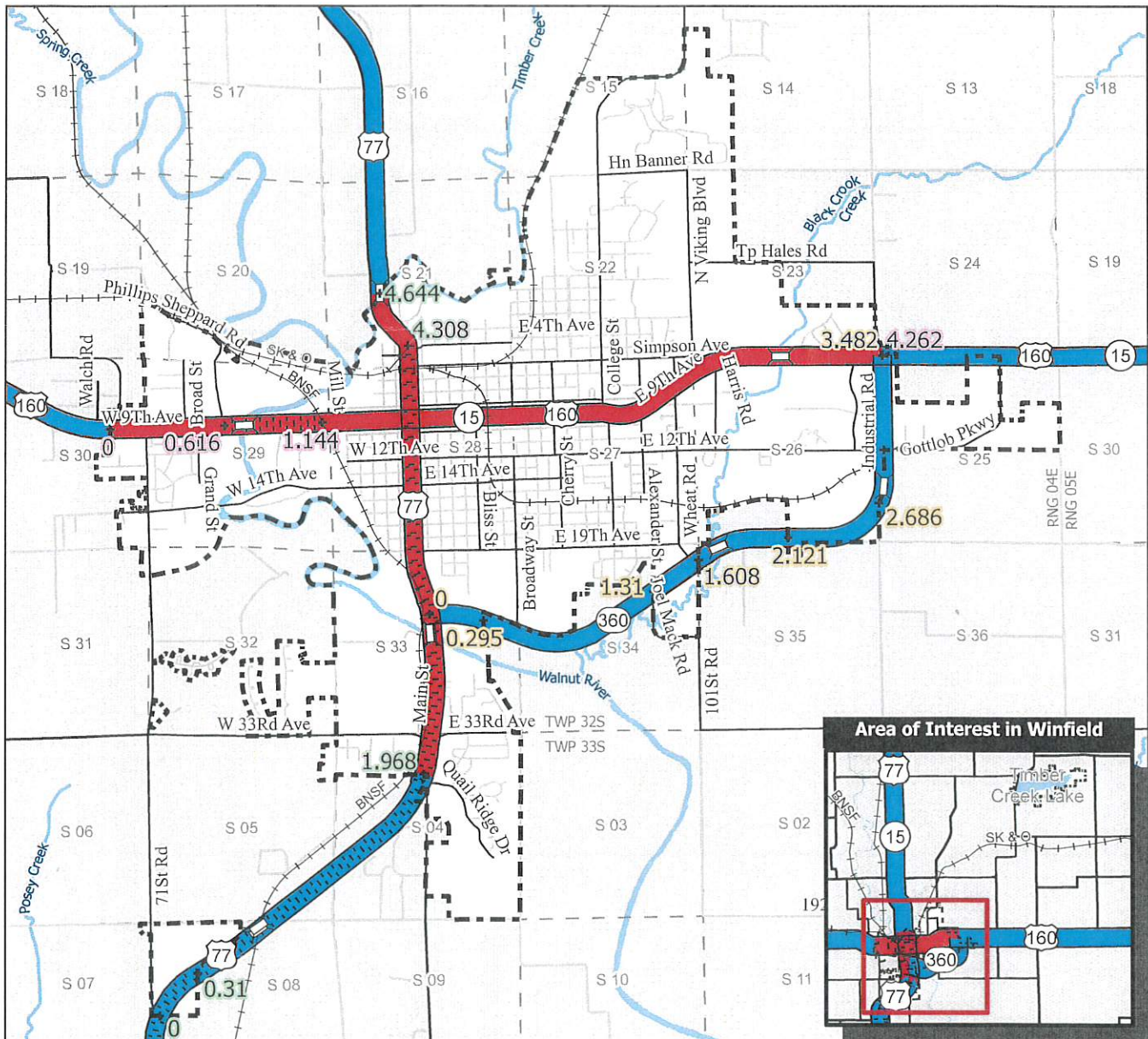


WINFIELD

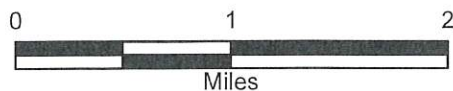
MAINTENANCE SKETCH

COWLEY COUNTY

T.32-33 S R.4 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



Lanes

— 2

— 4

State Bridge

Municipal Boundary

Section

Maintenance Responsibility

State of Kansas (KDOT)

City

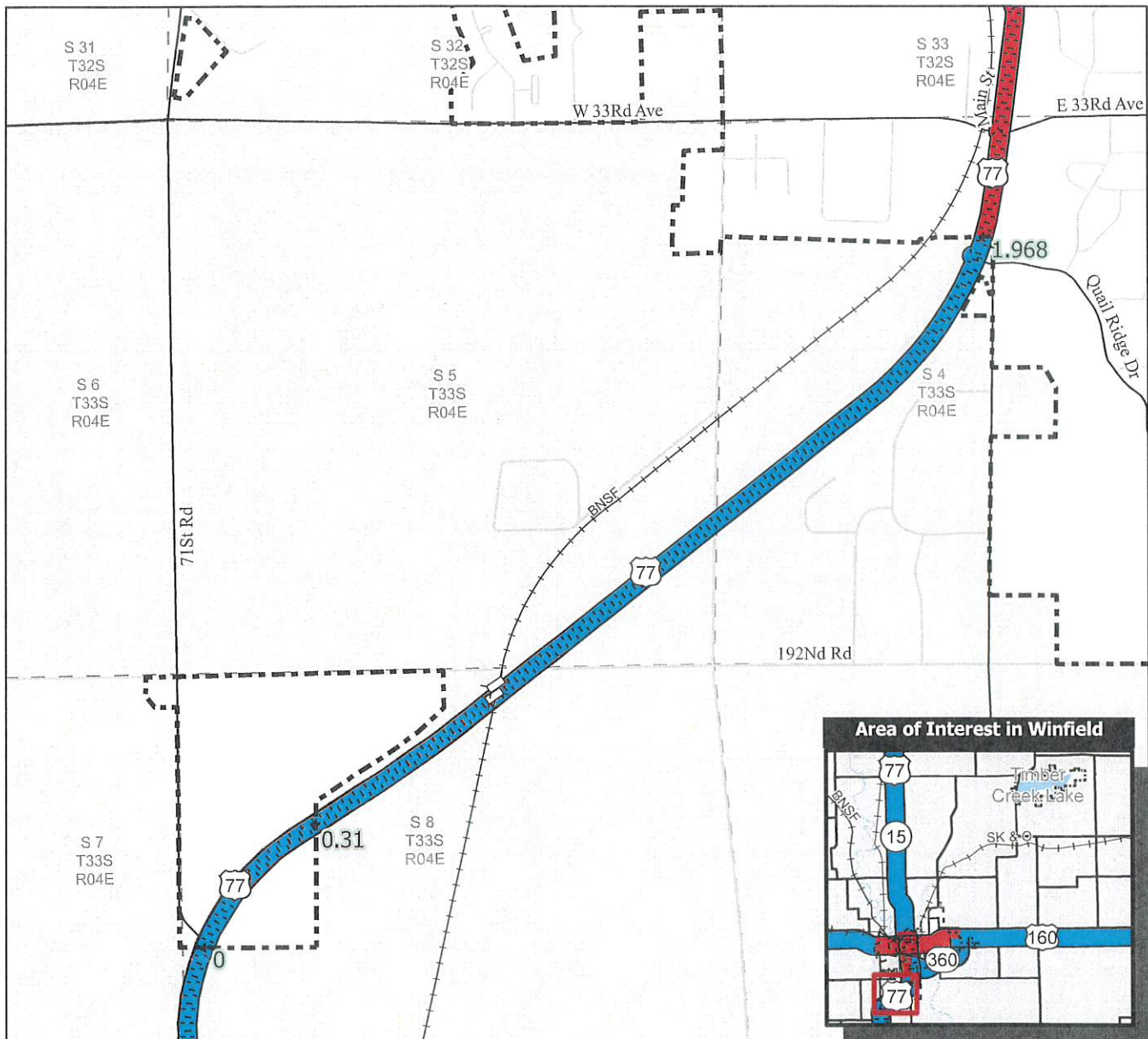


WINFIELD

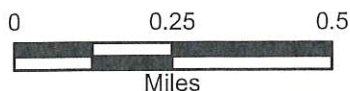
MAINTENANCE SKETCH

COWLEY COUNTY

T.32-33 S R.4 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



Lanes

4

- State Bridge
- Municipal Boundary
- Section

Maintenance Responsibility

- State of Kansas (KDOT)
- City



KANSAS DEPARTMENT OF TRANSPORTATION

District No. 5
City Winfield
County Cowley-018

COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY

-- Select --

Total Lane Miles 24.184

Total Lane Miles maintained by Secretary of Transportation pursuant to
City Connection Link Maintenance Agreement No. 5-79 4.570

Total Lane Miles maintained by Secretary of Transportation pursuant to
Maintenance Agreement for Fully Access Controlled City Connection
Link No. _____

Total Lane Miles maintained by City 19.614

The attached map(s) indicate maintenance responsibility.

Pursuant to the provision of K.S.A. 68-416, and amendments thereto, the city shall be paid quarterly for the
maintenance of city connecting links on the following basis:

Total Lane Miles 19.614
At \$ 5,000.00 per Traffic Lane Mile = \$ 98,070.00
Total Annual Payment \$ 98,070.00
Quarterly Payment \$ 24,517.50

Effective Date will be 04/01/2024

RECOMMENDED:

District Engineer

Date

APPROVED:

SECRETARY OF TRANSPORTATION

By: _____

Title: _____

Date

Distribution:

Bureau of Fiscal Services (Original)
Bureau of Maintenance
District Office
Area /Metro Engineer
City

Email Notification:

Bureau of Transportation Planning
Bureau of Traffic Engineering
Bureau of Local Projects
Bureau of Design

**KANSAS DEPARTMENT OF TRANSPORTATION
CITY CONNECTING LINK MAINTENANCE AGREEMENT
(Kansas Department of Transportation Maintains Designated Routes)**

This Agreement is made between the Secretary of Transportation of the State of Kansas, hereinafter referred to as Secretary, and the City of Winfield, Kansas, hereinafter referred to as City.

1. In accordance with the provisions of K.S.A. 68-416 and agreements thereto including all documents attached and incorporated herein, the Secretary agrees to maintain the following described streets designated as city connecting links on the State highway system, in lieu of payment to the City.

Route Number	DESCRIPTION	Number of Lanes	*Route Miles	*Lane Miles
U077	From .007 Miles S of intersection with 71ST Rd to .303 Miles N of intersection with 71ST Rd.	4	0.310	1.240
K360	From intersection with Main St. to .171 Miles W of intersection with Broadway ST From .036 Miles NE of intersection with Joel Mack Rd. to .031 Miles NE of intersection with Wheat Rd. From .544 Miles NE of intersection With Wheat Rd. to .289 Miles S of intersection With E 12th Ave. From intersection with E 12th Ave to intersection with E 9th Ave.	2	1.665	3.330
				0.000
				0.000
				0.000
				0.000
				0.000
				0.000

*In computing net mileage where routes overlap, use mileage of one route only.		Total Route Miles	1.975	
Distribution: Bureau of Fiscal Services (Original) Bureau of Maintenance District Office Area Engineer Metro Engineer City Note - Available on Internet	Email Notification: Bureau of Road Design Bureau of Local Projects Bureau of Traffic Engineering Bureau of Transportation Planning	Two Lane		3.330
		Four Lane		1.240
		Five Lane		0.000
		Six Lane		0.000
		Seven Lane		0.000
		Eight Lane		0.000
		TOTAL		4.570

CITY CONNECTING LINK MAINTENANCE AGREEMENT

2. City shall be responsible for the following:

- 2.1 Installation and maintenance of parking meters, pavement and pavement markings for parking lanes.
- 2.2 Maintenance of sidewalks and ramps except on structures.
- 2.3 Snow removal on all sidewalks, including sidewalks on structures.
- 2.4 Installation and maintenance of street illumination systems.
- 2.5 Maintenance of electronic traffic control devices, (i.e. traffic signal, school speed limit sign assemblies, and other).
- 2.6 Maintenance of enclosed lengths of storm drainage systems and associated inlets.
- 2.7 Snow removal where parking is permitted.
- 2.8 Signs and marking for pedestrian and school crosswalks.
- 2.9 Local directional signs, street signs, parking/no parking signs.
- 2.10 Mowing.
- 2.11 Maintenance of open ditches.
- 2.12 Maintenance of entrance and side street drainage structures and surfacing of entrances and side streets.
- 2.13 Maintenance of curb and gutter.
- 2.14 City streets and pavement that is outside of the city connecting link travel way (turning lanes, curb/radius return or area outside of the travel way) defined by an extension of the edge of the city connecting link travel way (white edge line, or front face of curb and gutter) through the intersection.
- 2.15 Additional Maintenance

☒ No Additional Maintenance Items

3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:

- 3.1 Major Deck Repair
- 3.2 Girder Repair
- 3.3 Abutment Repair
- 3.4 Pier Repair
- 3.5 Bridge Painting

4. This City Connecting Link Maintenance Agreement shall be in addition to the most recent Maintenance Agreement for Full Access Controlled City Connecting Links, if there is such an agreement, pursuant to K.S.A. 68-416a and shall supersede and terminate any previously existing City Connecting Link Maintenance Agreement.
5. This Agreement may be terminated by execution of a new City Connecting Link Maintenance Agreement.
6. This Agreement may be supplemented, amended or modified only by mutual written agreement of the parties.
7. By entering into this Agreement, the SECRETARY does not waive or alter rights granted by any statute or agreement with the CITY to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this Agreement.

CITY CONNECTING LINK MAINTENANCE AGREEMENT

8. The 2 map(s) attached hereto showing the maintenance responsibilities of the parties, is (are) hereby fully incorporated in and made a part of this Agreement.
9. For purposes of this Agreement, the following lanes are designated as parking lanes:

☒ No Parking lanes designated

10. It is further understood that this Agreement in addition to any Maintenance Agreement for Fully Access Controlled City Connecting Links shall be binding upon the Secretary and the City, and their successors or assigns in office.

This Agreement will become effective the 1st day of April 20 24.

SECRETARY OF TRANSPORTATION

By _____
Date _____

Title: _____

CITY: City of Winfield, Kansas

Attest:

City Clerk Mayor Date

RECOMMENDED

District Engineer

Chief, Bureau of Maintenance

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Agreement No. 5-79 between the City and the Secretary of the Kansas Department of Transportation, relating to City Connecting Link Maintenance in the City of Winfield, Cowley County, Kansas.

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

Section 1. The Mayor and Clerk are hereby authorized and directed to execute for and on behalf of the City of Winfield, Kansas, Agreement No.5-79 between the City and the Secretary of the Kansas Department of Transportation relating to City Connecting Link Maintenance in the City of Winfield, Cowley County, Kansas, a copy of said document is attached hereto and made part hereof.

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

ADOPTED this 18th 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/ps



Request for Commission Action

Date: March 7, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Consider approving Lease Amendment with Capper Foundation for lease of Meyer Hall facility space.

Analysis:

The request is to consider an amendment to a lease with Capper Foundation, longtime leaseholder of Meyer Hall space, to clarify the length of the initial term of the recently updated lease. The lease calls for renewal terms of five years and the initial term, though undefined by a number, was set forth as six years in dates. The leaseholders auditors have requested the clarifying amendment.

Fiscal Impact: Staff recommends approval. Should the lease be terminated at the end of this initial term, there is a potential impact of ~ (\$100,000) in lease payments for the one year removed from the initial term.

Attachments: Resolution & Agreement

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("First Amendment") amends the Agreement dated January 1, 2022 (the "Lease") entered into by and between Capper Foundation ("Capper") as Lessee and the City of Winfield, Cowley County, Kansas (the "City") as Lessor. Capper and the City are at times collectively referred to herein as "Parties."

RECITALS

WHEREAS, Capper and City entered into a certain Lease dated January 1, 2022; and

WHEREAS, the original Lease set the length of the initial term as beginning January 1, 2022 and ending December 31, 2027. Parties wish to modify certain terms and conditions of the Agreement to clarify and confirm the length of the initial term as five years beginning January 1, 2022 and terminating December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below as well as other valuable consideration, the Parties hereto do hereby amend the Agreement as follows:

Amendments to the Agreement.

1. Section 3. Initial Term and Renewal Options. Shall be amended to read as follows:

The initial term of this Lease shall commence on January 1, 2022, and shall expire on December 31, 2026. Provided that Capper is not in default of this Lease, Capper shall have the option to renew this Lease for three (3) additional five (5) year terms on the same terms, covenants and conditions as set forth herein; provided, however that rents payable for each renewal term shall be adjusted by a percentage equal to the sum of inflation during the previous term measured by the percentage change in the applicable Consumer Price Index published by the United States Bureau of Labor. Notwithstanding the foregoing, however, the rent adjustment for any renewal term shall not exceed five percent (5%) of the rent payable during the prior term. Capper agrees to provide the City written notice of its desire to exercise a renewal option at least six (6) months prior to the expiration date of the then active term. In the event Capper does not provide such notice, the City will provide Capper a written reminder of its right to exercise the renewal option. If Capper does not provide written notice to the City of its desire to exercise its renewal option within ten (10) days after receiving the City's written reminder, the renewal option shall become null and void.

2. Authority. Each person executing this First Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this First Amendment on behalf of such Party.

3. Counterparts. This First Amendment may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, whether executed and exchanged electronically in pdf format or otherwise.

4. Conflict of Terms. Except as modified in this First Amendment, all other rates, terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the Agreement and this First Amendment, the terms of this First Amendment shall control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

Capper Foundation

[Signature]

Name: Zachary K. Ahrens

Title: President & CEO

Date: 3/08/2024

City of Winfield, Kansas

Name: Taggart Wall

Title: City Manager

Date: 03/18/2024

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

State of Kansas

County of Shawnee

Signed or attested before me on 8th, March 2024 Zachary K Ahrens as President & CEO



(Notary stamp)

[Signature]
(Signature of notarial officer)

My appointment expires: 9-25-2025

State of Kansas

County of _____

Signed or attested before me on _____ by Taggart Wall as City Manager.

(Signature of notarial officer)

(Notary stamp)

My appointment expires: _____

ATTEST:

Tania Richardson, City Clerk

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to execute a Lease agreement by and between the City of Winfield, Kansas and Capper Foundation for office space at Meyer Hall.

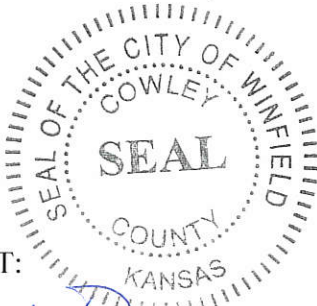
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute a Lease agreement by and between the City of Winfield, Kansas as Lessor, and Capper Foundation. as Lessee, for office space at Meyer Hall, 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 and approval.

ADOPTED this 22nd day of February 2022.

(SEAL)



ATTEST:

Brenda Peters

Brenda Peters, City Clerk

Ronald E. Hutto

Ronald E. Hutto, Mayor

Approved as to form:

William E. Muret

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall

Taggart Wall, City Manager

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as this "Lease," dated as of the 1st day of January, 2022 (the "Effective Date"), by and between Capper Foundation ("Capper") as Lessee and the City of Winfield, Cowley County, Kansas (the "City") as Lessor. Capper and the City are at times collectively referred to herein as the "Parties."

WHEREAS, Capper is a not-for-profit provider of services to clients with disabilities and special needs;

WHEREAS, the City owns a building known as Meyer Hall at Baden Square, located at 1500 E. 8th Avenue in Winfield, Kansas (the "Building"); and

WHEREAS, Capper currently uses and occupies certain leased space within the Building and desires to continue its use and occupancy of space within the Building under the terms of a new lease with the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants as set forth herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises.** The City hereby leases to Capper, and Capper hereby leases from the City, certain space within the Building (the "Premises") as delineated in the Building floorplan attached hereto and incorporated herein as **Exhibit A**, on the terms and conditions set forth herein. The total area of the Premises is approximately 9,665 square feet, which includes approximately 6,967 square feet of space on the First Floor and approximately 2,698 square feet of space on the Second Floor.
2. **Storage.** The City shall provide Capper with storage/work space in the maintenance shop, as delineated in Exhibit A. In addition, Capper may use unoccupied space for storage and other temporary uses in the east wing of the Second Floor of the Building. Storage/work space used by Capper is subject to surrender upon thirty (30) days' written notice by the City. Capper's use of storage/work space shall be subject to the insurance and liability provisions of paragraph 9 of this Lease.
3. **Initial Term and Renewal Options.** The initial term of this Lease shall commence on January 1, 2022, and shall expire on **December 31, 2027**. Provided that Capper is not in default of this Lease, Capper shall have the option to renew this Lease for three (3) additional five (5) year terms on the same terms, covenants and conditions as set forth herein; provided, however, that rents payable for each renewal term shall be adjusted by a percentage equal to the sum of inflation during the previous term measured by the percentage change in the applicable Consumer Price Index published by the United States Bureau of Labor. Notwithstanding the foregoing, however, the rent adjustment for any renewal term shall not exceed five percent (5%) of the rent payable during the prior term. Capper agrees to provide the City written notice of its desire to exercise a renewal option at

least six (6) months prior to the expiration date of the then active term. In the event Capper does not provide such notice, the City will provide Capper a written reminder of its right to exercise the renewal option. If Capper does not provide written notice to the City of its desire to exercise its renewal option within ten (10) days after receiving the City's written reminder, the renewal option shall become null and void.

4. **Rents.** During the initial term of the Lease, Capper shall pay the sum of \$101,482.50 per year in twelve (12) equal monthly installments of \$8,456.88, commencing on January 1, 2022, which payments shall be due on or before the 5th day of each month. Rent payable under the Lease will be adjusted for any renewal term in accordance paragraph 3 of this Lease. Monthly payments not made within twenty (20) days of the due date shall be cause for notice of default under paragraph 18 of this Lease.

5. **Right of First Refusal.** The City shall notify Capper in writing of its intent to lease unoccupied space within the Building at least sixty (60) days prior to signing a lease with any other tenant or any City-operated department or affiliated organization. Capper will have the right of first refusal and will be given the option of leasing the identified space under the terms of this Lease. Capper shall have fifteen (15) days to exercise its option upon receipt of the City's notice.

6. **Utilities.**

(a) The City shall bill Capper on a monthly basis for utilities, subject to the respective service charge rates as adopted by the City in the Winfield City Code.

(b) Capper shall pay for the cost for all utilities to the Premises, including electricity, gas, water, refuse, and sewer at the following set usage rates:

Electricity	149,408 kWh per year
Gas	5,430 CCF per year
Water	37,000 gallons per year
Refuse	1/2 of the fees for a 6 cubic-yard-container to be picked up three times a week
Sewer	37,000 gallons per year

(c) If annual usage of electricity, gas, or water exceed the respective set usage rate described above by 2% or more for such utility or utilities, the following rates—with x being the total actual usage amount—shall be applied to such amount in excess:

(1) Electricity: $(x - 149,408) * 0.39 = \text{Adjusted Annual Electricity Usage}$

(2) Gas: $(x - 5,430) * 0.45 = \text{Adjusted Annual Gas Usage}$

(3) Water: $(x - 37,000) * 0.45 = \text{Adjusted Annual Water Usage}$

7. **Possession.** The City agrees that Capper shall have peaceful use and possession of the Premises and shall take reasonable and necessary steps to ensure that Capper's use and possession are not disturbed while the Lease is in place.

8. **Non-Discrimination.** The Parties shall not discriminate against anyone on the basis of race, color, sex, age, national origin, or disability.

9. **Liability and Insurance.**

(a) Capper shall save and hold the City harmless from any and all losses sustained by Capper on account of any suit, judgment, execution, claim or damage of any kind whatsoever resulting from its use of the Premises under this Lease, and Capper shall cause to be defended at its own expense all actions that may be commenced against the City in connection with the same. The provisions of this paragraph shall not apply to any acts or omissions of the City, its employees, agents, invitees, licensees, or contractors.

(b) The City shall obtain and maintain fire and extended coverage benefits for the Building and the contents owned by the City, as well as commercial general liability insurance.

(c) Capper agrees to obtain and maintain commercial general liability insurance with statutory limits not less than \$500,000.00 for each occurrence; \$500,000.00 for personal and/or advertising injury limit; \$1,000,000.00 for products & completed operations aggregate; and \$1,000,000.00 general aggregate, with the City named as additional insured. Said insurance will be carried with an insurance company that has a recognized national rating acceptable to the City and is licensed to do business in the State of Kansas. All policies of insurance shall provide at least thirty (30) days prior written notice of cancelation or any changes of insurers to the City. *See* Certificate of Insurance, attached as **Exhibit B**. The City waives any and all rights of recovery against Capper, or against the officers, employees, agents or representatives of Capper, for property damage caused by the acts of Capper or others under its control for such loss or damage to the Building. In addition, Capper waives any and all rights of recovery against the City for property damage caused by the acts of City or others under its control for such loss or damage. Both parties also agree to formally notify their respective insurers of this Lease. It is Capper's

responsibility to insure its own property and improvements to the Premises. Neither Party waives any right it may have against third parties whether under their control or not for property damage caused by acts of said third parties. The parties acknowledge that additional construction of the Building could occur after Capper takes possession of the Premises, and Capper does not waive its right to seek redress from any party for property damage related to such additional construction.

10. **Tenant Alterations and Improvements.** Any subsequent improvements or alterations to the Premises initiated by Capper shall be the full responsibility of Capper, and Capper shall bear the cost and obligation for payment for any such alterations or improvements. Capper shall insure that no liens result or attach to the Building as a result of any such alterations or improvements.
11. **Maintenance.** The City shall maintain in good condition the Building and exterior grounds, and shall be responsible for maintenance and repairs to the exterior walls, load bearing elements, foundations, roofs, columns, floors, and other structural elements. Capper shall be responsible for maintenance of the Premises and any costs associated with subsequent repairs or renovations initiated by Capper; provided, however, that the City shall be responsible for all repairs due to reasonable wear and tear.
12. **Prohibited Uses.** Capper agrees to comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the Premises now existing or hereinafter enacted or promulgated by Federal, State, County or other Governmental authorities with valid jurisdiction and to pay all costs, expenses, penalties, and claims arising out of its noncompliance therewith. Capper will not engage in any unlawful conduct on the Premises; nor will it commit any act or omission which would cause any policy of insurance on the Building to be canceled or annulled or subject the City to criminal prosecution or suit for damages by any person or corporation. Such conduct, activity or omission on the part of Capper will be reason for immediate termination of the Lease.
13. **Subletting and Assignment.** Capper shall not sublet any part of the Premises or assign the Lease, in whole or in part, without the written consent of the City. The City agrees that such consent shall not be unreasonably withheld.
14. **Care and Cleaning.** Capper shall be responsible for the care, cleaning and any janitorial services for the Premises and the "Common Areas" designated in Exhibit A. The City shall reimburse Capper at a rate of \$550 per month for said care, cleaning and janitorial services. Further, Capper agrees to vacate the Premises upon expiration or termination of the Lease and to deliver the Premises to the City in good order and repair, reasonable wear and tear and damage by elements excepted.
15. **Access.** The City shall establish a policy for the issuance of keys to access the Building, and Capper shall abide by the terms of said policy. Such policy may be amended from time to time, but any policy or amendment shall ensure that Capper has full access to the Premises at all times.

16. **City's Right of Entry.** The City Manager or his/her designee may enter the Building at any reasonable time for the purpose of ensuring compliance with the terms and conditions of the Lease or to perform necessary maintenance and repairs.
17. **Default.** In the event Capper commits a material violation of the covenants and provisions of the Lease, or fails to make the required rent payments in accordance with paragraph 4 of the Lease, the City may, at its option, give written notice of default to Capper specifying the basis for the default. If the specified default is not cured within thirty (30) days after the notice of default is given, the City may declare the Lease at an end, and Capper shall forthwith deliver possession of the Premises to the City.
18. **Delivery of Premises.** Upon expiration or termination of this Lease, Capper will within a reasonable time remove all personal property of any kind or character placed by it in the Building.
19. **Condemnation/Damage.** Should the Premises or any part thereof be condemned, damaged or injured by fire or other casualty so that it is unusable by Capper for its operations, the City will, at the City's option, promptly repair or rebuild the Premises. If the City elects not to repair or rebuild the Premises, Capper may terminate the Lease, and the parties will adjust the rent accordingly.
20. **Notice.** Whenever it is required or contemplated by the Lease that notice or other written communication be provided by either party, such notice or other written communication shall be provided by hand delivery or by United States Mail, return receipt requested, postage prepaid, addressed to:

To the City at: City of Winfield
 Attn City Manager
 P.O. Box 646
 Winfield, KS 67156

To Capper at: Capper Foundation
 Attn: President & CEO
 3500 SW 10th Avenue
 Topeka, KS 66604-1904

21. **Successors in Interest.** This Lease shall be binding upon and shall inure to the benefit of the City, Capper, and their respective successors and assigns, subject to the limitations set out in paragraph 13 herein.
22. **Merger.** This Lease is the final and exclusive statement of the parties' agreement on the matters contained in this Lease. It supersedes all previous negotiations and agreements.
23. **Severability.** If any provision of this Lease is illegal or unenforceable, that provision is severed from this Lease and the other provisions remain in force.


24. Counterparts. The parties may execute this Lease in counterparts, each of which constitutes an original, and all of which collectively constitute only one document. The delivery of an executed counterpart signature page by facsimile or PDF is as effective as delivering this Lease in the presence of the other party to this Lease.

25. Amendments. The parties may amend this Lease only by written agreement that identifies itself as an amendment to this Lease executed by both parties.

26. Choice of Law. This Lease shall be given effect and construed by application of the laws of the State of Kansas, and any action or proceeding that should arise under this Lease shall be brought in a court of competent jurisdiction in the State of Kansas.

To evidence the parties' agreement to this Lease, the parties have executed and delivered this Lease as indicated by the date stated within that party's signature block, but this Lease is effective as of January 1, 2022.

Capper Foundation



Name: Zachary K. Almy

Title: President & CEO

Date: 2-11-22

City of Winfield, Kansas



Taggart Wall, City Manager

Date: 2-22-22

State of Kansas

County of Shawnee

Signed before me on February 11, 2022, by Zachary K Ahrensas President + CEO
of Capper Foundation.



(Official Stamp)

Annette M. Romick
(Signature of Notarial Officer)

State of Kansas

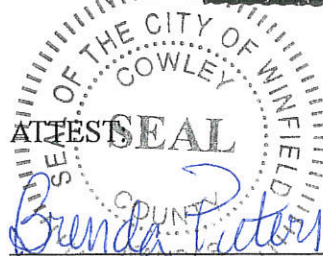
County of Cowley

Signed before me on February 22, 2022, by Taggart Wall as City Manager of the City
of Winfield, Kansas.



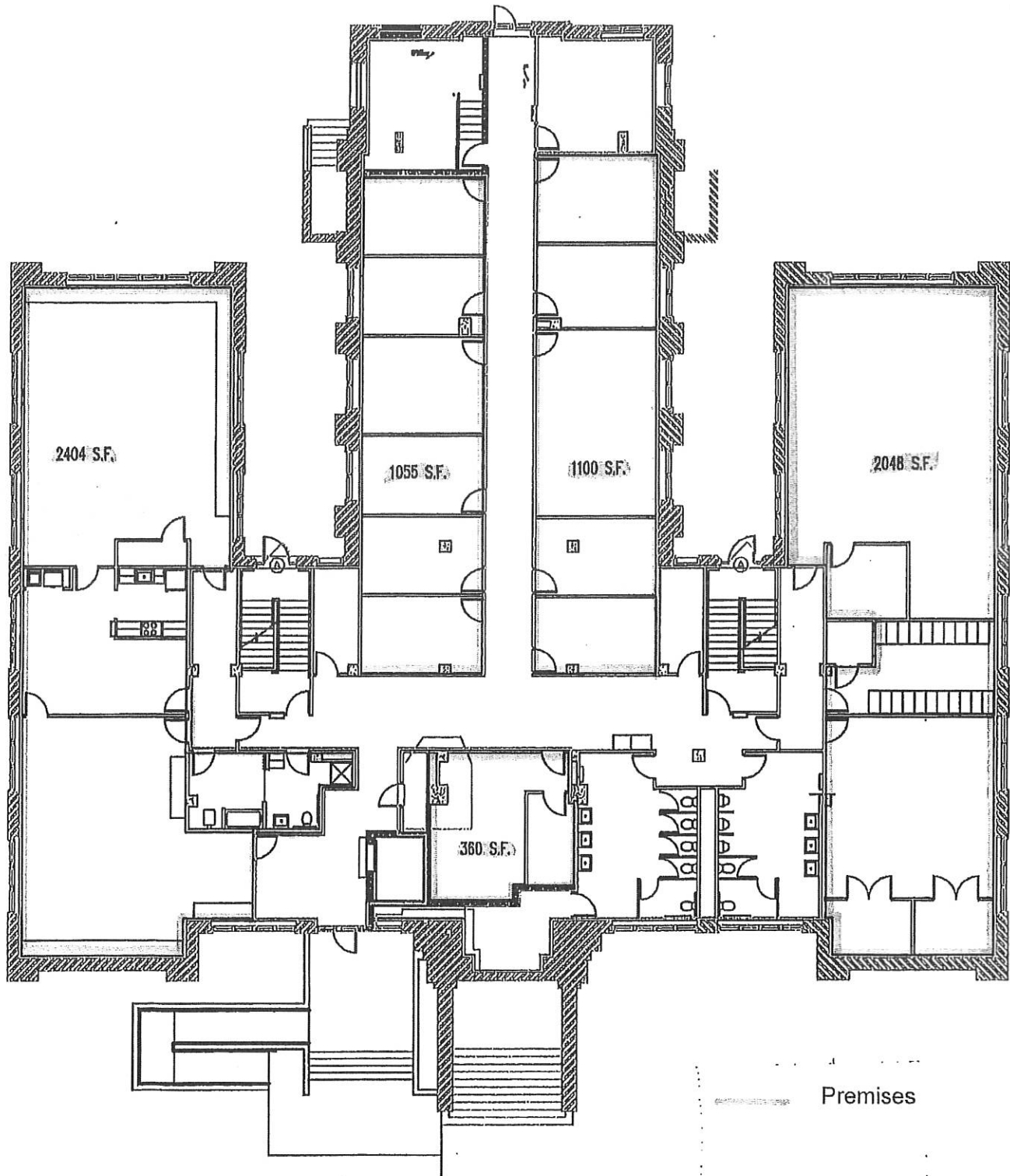
(Official Stamp)

Carina Anderson
(Signature of Notarial Officer)



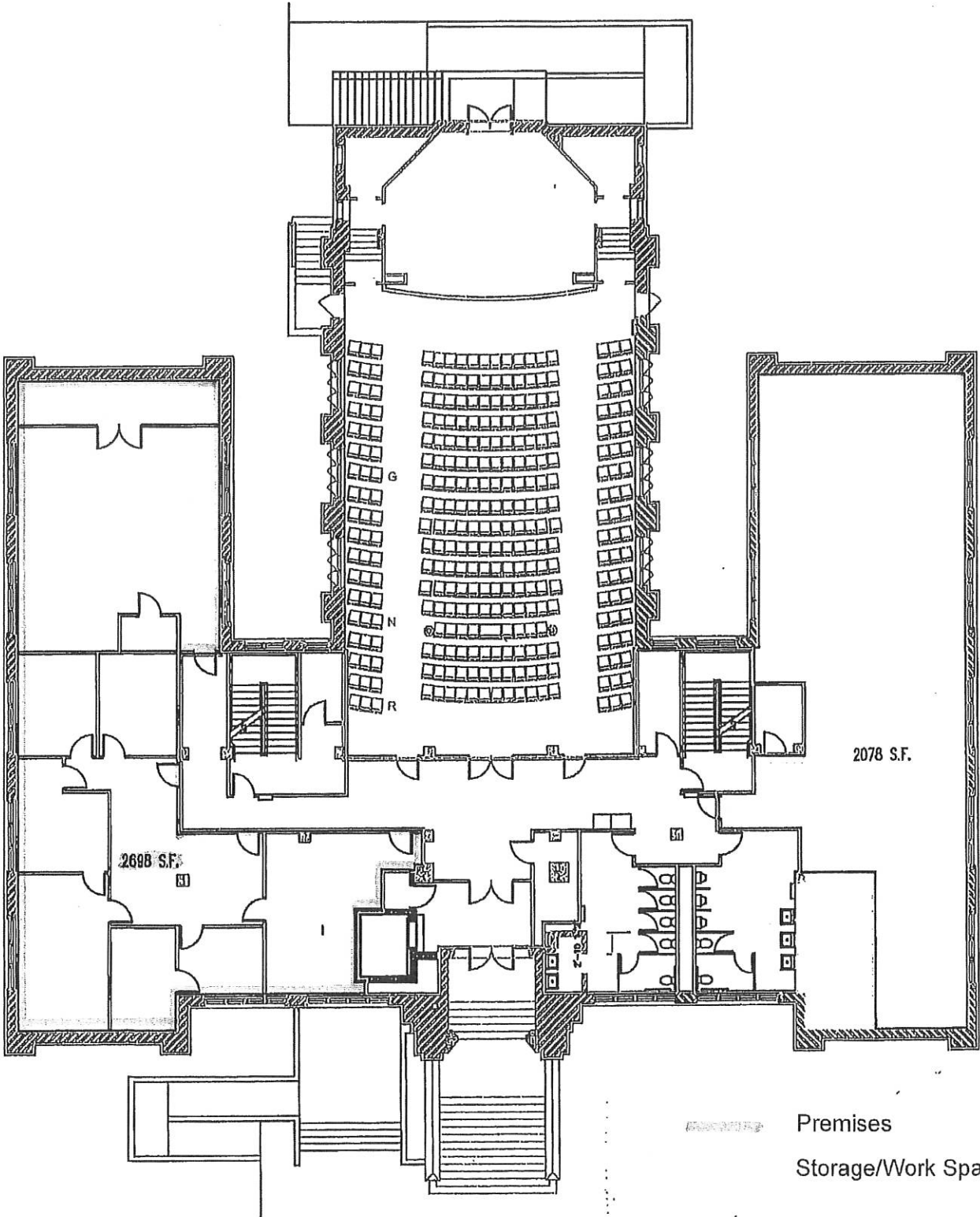
Brenda Peters
Brenda Peters, City Clerk

Exhibit A



First Floor Plan

Exhibit A



Second Floor Plan

Premises
Storage/Work Space

Exhibit B

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2021

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Capper Foundation 3500 SW 10th Avenue Topeka, KS 666041904		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC# 18058 INSURER B: Accident Fund General Insurance Company 12304 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W21569842

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PHPK2293525	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2293525	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB774452	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2000034437	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2293525	07/01/2021	07/01/2022	Limit: \$1,000,000

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

City of Winfield is included as an Additional Insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Winfield
 Attn: City Manager's office
 PO Box 646
 Winfield, KS 67156

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 21309685

MATCH: 2153410

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas to execute an amendment to a lease agreement between the City of Winfield, Kansas and the Capper Foundation, clarifying and confirming the length of the initial term.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute an amendment to a lease agreement between the City of Winfield, Kansas and the Capper Foundation, clarifying and confirming the length of the initial term.

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

ADOPTED this 18th 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



Request for Commission Action

Date: March 15, 2024

Requestor: Taggart Wall, City Manager

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

Analysis: Old Skool Productions, through an Outdoor Community Event & Temporary Entertainment District application, requests authorization to allow possession and consumption of alcohol or cereal malt beverages in the Winfield Fairgrounds from 10:00 am to 11:59p.m. inside the pit area during a series of outdoor race events in 2024. A separate temporary Alcohol or Cereal Malt Beverage Permit is not required of Old Skool Productions for possession and consumption only inside the pit area. The Governing Body would need to adopt a Resolution acknowledging the "Special Event" and authorizing possession and consumption.

Additionally, Old Skool Productions requests authorization to allow possession and Consumption and the sale of alcohol or cereal malt beverages in the Winfield Fairgrounds from 10:00 am to 11:59p.m. inside the grandstand area during a series of outdoor race events in 2024. A separate temporary Alcohol or Cereal Malt Beverage Permit is required of Old Skool Productions for possession and consumption and sale inside the identified grandstand area. The Governing Body would need to approve a temporary alcohol/CMB permit for this part of the event. Security for the grandstand area will be provided and approved by the Winfield Police Department, with costs covered by Old Skool Productions.

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

Attachments:

OCE/TED Application



Outdoor Community Event and Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

Old Skool Productions - Tony Russell

Contact Name:

Tony Russell

Email:

oldskoolproductions16@gmail.com

Telephone:

620-222-4535

Address:

420 N Michigan

City/State/Zip:

Winfield KS, 67156

EVENT INFORMATION

Event Title:

Figure 8 / Demo Derby

Event Date:

See attached schedule

Event Type:

Event Time (setup & teardown):

Public Property Needed:

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):

Number of participants in previous years:

3000

1000 - 2500

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



Outdoor Community Event and Temporary Entertainment District Application

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

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

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

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

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

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

General Information:

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

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



Outdoor Community Event and Temporary Entertainment District Application

GENERAL LIABILITY INSURANCE INFORMATION

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

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

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

ALCOHOLIC LIQUOR OR CMB INFORMATION

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

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

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

On-Site Supervisor Name:

Anastasia Maria Anthony

Email:

Telephone:

620-441-8863

Address:

218 E Main St

City/State/Zip:

Oxford KS, 67119

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

FOOD INFORMATION

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

Who is Providing the Food and/or Drink?

Courtney Cowell - Cowell Concessions

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

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

On-Site Supervisor Name:

Email:

Telephone:

Address:

City/State/Zip:



Outdoor Community Event and Temporary Entertainment District Application

I, Tony Russell - Old Skool Productions, 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.

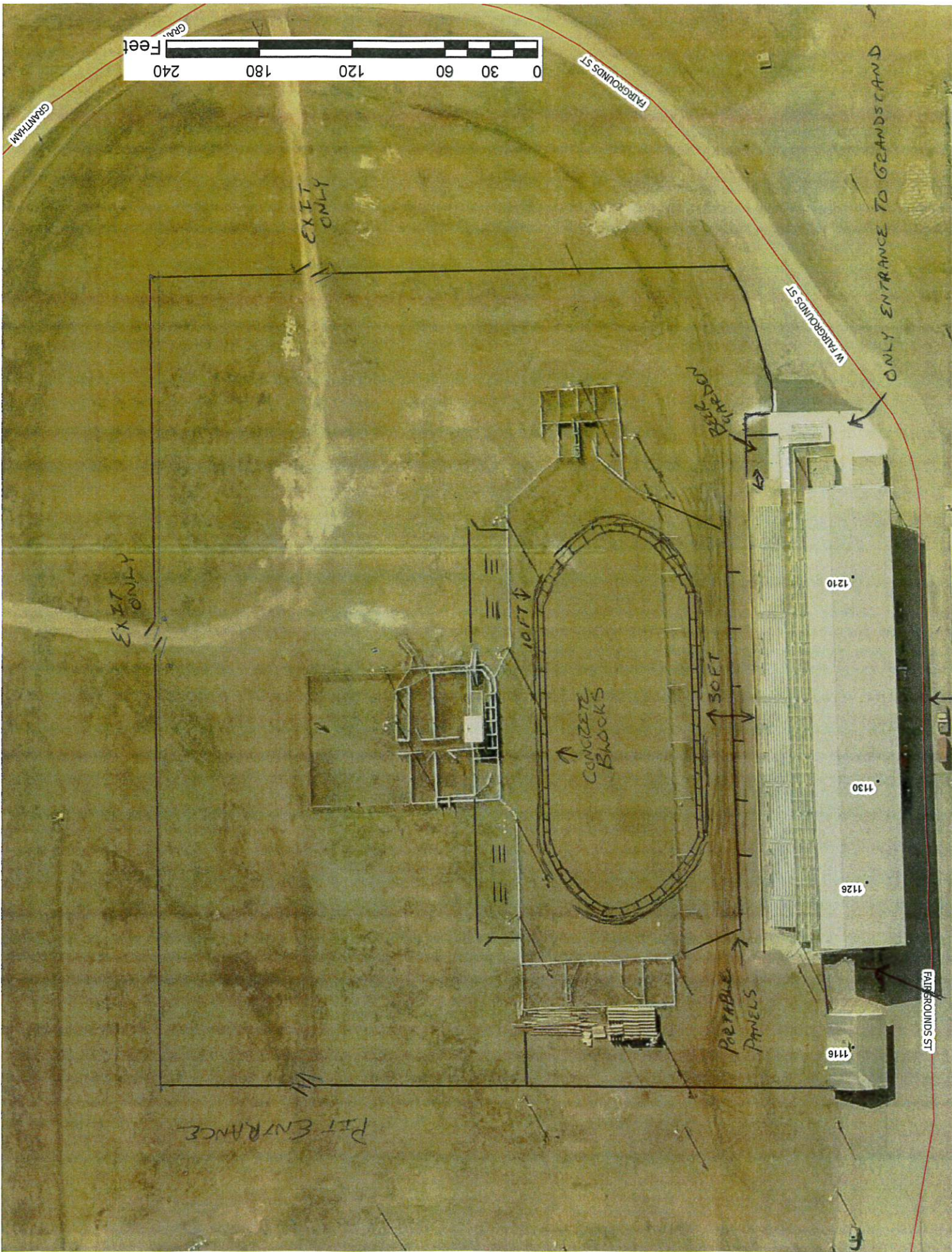
Signature of Event Applicant

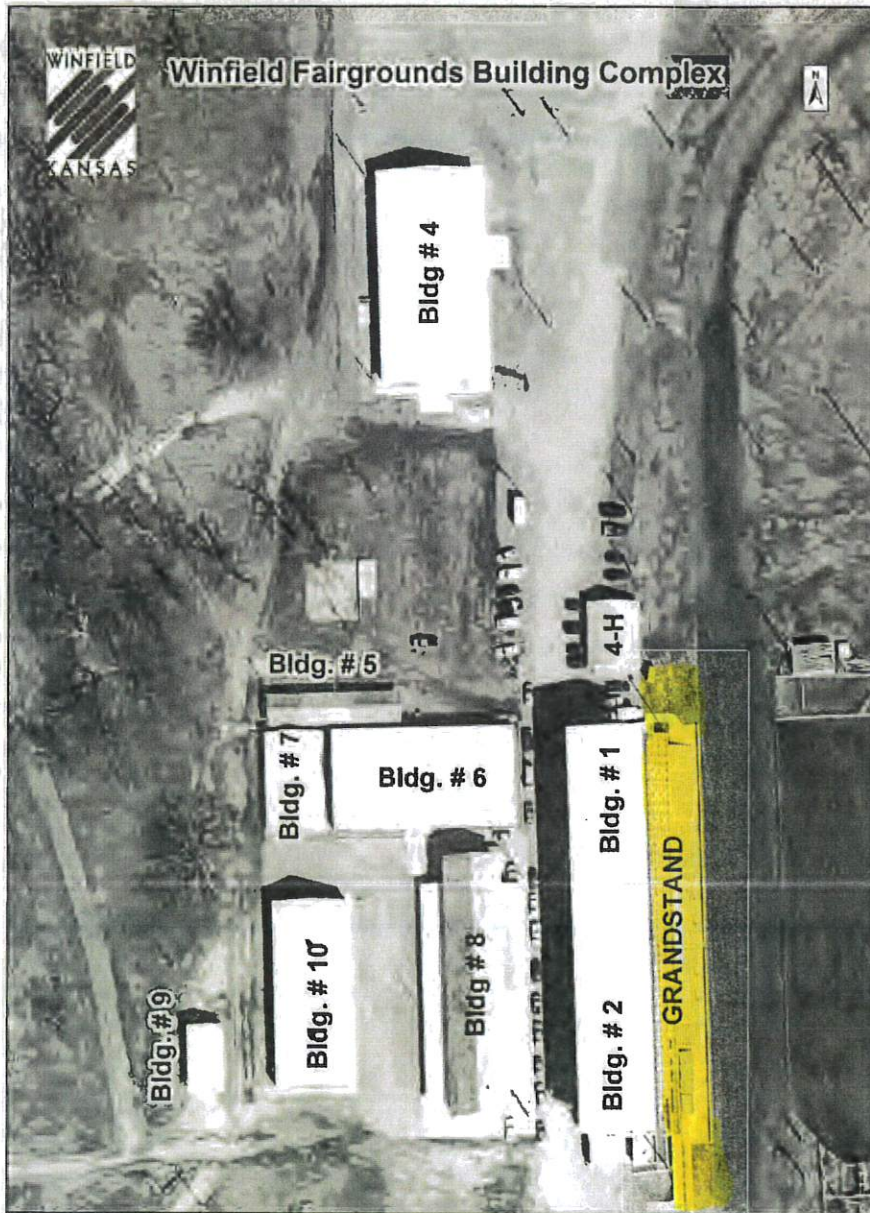
Date

APPLICATION APPROVAL

Winfield City Manager

Date





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

EMERGENCY
EXIT ONLY

EMERGENCY
EXIT ONLY

PIT ENTRANCE

EXIT ONLY

EXIT ONLY

ONLY ENTRANCE TO GRANDSTAND

1116

1126

1130

1210

RETRAIL
PANELS

CONCRETE
BLOCKS

30 FT

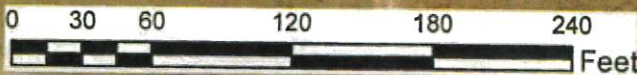
10 FT

BACK
PANELS

W FAIRGROUNDS ST

FAIRGROUNDS ST

GRANTHAM



2024 Race Schedule

3-30- 1st Race (Easter Weekend)

4-6- 2nd Race

4-13-

4-20- 3rd Race

4-27- 4th Race

5-4-

5-11- 5th Race (Mothers Day Weekend)

5-18-

5-25- Memorial Weekend

6-1- 6th Race — — — — PENDING FAIRBOARD APPROVAL

6-8- 7th Race — — — — PENDING FAIRBOARD APPROVAL

6-15- Father Day Weekend

6-22- 8th Race — — — — PENDING FAIRBOARD APPROVAL

6-29-

7-6- 9th Race — — — — PENDING FAIRBOARD APPROVAL

7-13- Cheney

7-20-10th Race — — — — PENDING FAIRBOARD APPROVAL

7-27-

8-3- Cowley County Fair

8-10

8-17- K&O Steam & Gas Show

8-24-

8-31- Labor Day Weekend

9-7-

9-14-

9-21- Blue Grass

9-28-

10-5- 11th Race

10-12- 12th Race

10-19-

10-26- Arkalalah

11-1- Terror at the Track

11-2- Terror at the Track

11-9-

11-16- 15th Race

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY
6263 NORTH SCOTTSDALE ROAD, SUITE 300
SCOTTSDALE, ARIZONA 85250

COMMERCIAL INSURANCE POLICY

MUSIC and its General Agent Chris-Leef General Agency, Inc.
are pleased to have issued Policy MP001500310016000 to
TONY RUSSELL DBA OLD SKOOL PRODUCTIONS LLC

In witness whereof, Mesa Underwriters Speciality Insurance Company has caused this policy to be signed by its President and countersigned on the Declaration page by a duly Authorized Representative of the Company.


Corporate Secretary


President & CEO

MUSIC

COMMON POLICY DECLARATIONS

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

Policy Number: MP001500310016000

Previous Policy Number: _____

No Flat Cancellation

☒ New ☐ Renewal ☐ Rewrite

Policy Period: From 04/01/2024 To 04/01/2025 at **12:01 A.M.** Standard Time at your mailing address shown below.

Named Insured:

TONY RUSSELL DBA OLD SKOOL PRODUCTIONS LLC

DBA:

Mailing Address:

1105 W 9th Ave

Winfield

KS 67156

Agent and Mailing Address:

Agent Number: 15003

15003-Chris-Leef General Agency, Inc.

This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition and rates are not subject to review by the Commissioner of Insurance and the insured is not protected by any guaranty fund.

Tax State: KS

State Control Number (NJ & PA):

Surplus Lines Broker Name:

Surplus Lines Broker Number:

CHRISTOPHER L. PETERSON

15188647

Form of Business

☒ Individual ☐ Joint Venture ☐ Partnership ☐ Limited Liability Company ☐ Corporation

☐ Organization (other): _____

Business Description:

Exhibitions - Outside in stadiums or on premises having grandstands or bleachers

Select Coverage Part (for which insurance is being afforded)

<input checked="" type="checkbox"/> Commercial General Liability	\$	2,500.00
<input type="checkbox"/> Liquor Liability	\$	
<input type="checkbox"/> Owners & Contractors Protective	\$	
<input type="checkbox"/> Commercial Property	\$	
<input type="checkbox"/> Commercial Inland Marine	\$	
<input type="checkbox"/> Commercial Crime	\$	
<input type="checkbox"/> Farm & Ranch	\$	
<input type="checkbox"/> Auto Dealers	\$	
<input type="checkbox"/> Other (Describe)	\$	
<input type="checkbox"/> TRIA	\$	
Policy Taxes and Fees		
Surplus Lines	3	\$81.75
Policy Fee		\$225.00
Total Advance Premium		\$ 2,500.00
Total Other Charges		\$ 306.75
Total		\$ 2,806.75

Premiums Shown are payable at inception or as indicated on the individual Coverage Declarations.

Form(s) and Endorsement(s), including edition dates, made a part of this policy at the time of issue: See Schedule of Forms

THE INSURANCE GUYS
PO BOX 611

AGUSTA
3167750616
BW WD

KS 67010
02/28/2024
Date

By: _____

Authorized Agent

MUS 01 01 10002 1122

Insured Copy

GENERAL LIABILITY Coverage Part Declarations

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

Policy Number: **MP001500310016000**Named Insured: **TONY RUSSELL DBA OLD SKOOL PRODUCTIONS LLC**

DBA:

Effective Date: **04/01/2024****LIMITS OF INSURANCE**

General Aggregate Limit (Other Than Products / Completed Operations)	\$ 2,000,000
Products / Completed Operations Aggregate Limit	\$ Included
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented to You Limit (Any 1 Premises)	\$ 100,000
Medical Expense Limit (Any 1 Person)	\$ 5,000

Location(s) Of All Premises you Own, Rent or Occupy, Classification & Premium Provided

Code No.	Classification Description	Premium Basis / Exposure*	Rate		Advanced Premium	
			Premises / Operations	Products/ Comp Ops	Premises / Operations	Products/ CompOps
Loc. No.	Street Address	Street Address	City	State	Zip	
001)	1105 W 9TH AVE		WINFIELD	KS	67156	
43422	Exhibitions - Outside in stadiums or on premises having grandstands or bleachers	t 7,000	.2200	Included	\$1,540	Included

- | | |
|---|---|
| <input type="checkbox"/> Abuse and Molestation Limited Coverage | <input type="checkbox"/> Increased Limits |
| <input type="checkbox"/> Assault and Battery Limited Coverage | <input type="checkbox"/> Hired Automobile |
| <input checked="" type="checkbox"/> Additional Insured(s) | <input type="checkbox"/> Non-Owner Automobile |
| <input type="checkbox"/> Employee Benefit Liability Coverage | <input type="checkbox"/> Stop Gap |
| <input type="checkbox"/> Liability Enhancement Coverage | <input type="checkbox"/> Swimming Pool Pop-up Coverage |
| <input type="checkbox"/> Waiver of Subrogation Coverage | <input type="checkbox"/> Primary & Non Contributory Coverage |
| <input type="checkbox"/> Lost Key Coverage | <input type="checkbox"/> Timber Overcut Coverage |
| <input type="checkbox"/> Limited Pollution Coverage | <input type="checkbox"/> Limited Pollution Lawn Care Coverage |
| <input type="checkbox"/> Earth Movement Coverage | <input type="checkbox"/> Ohio Pesticides Coverage |
| <input type="checkbox"/> Misc Professional Liability Coverage | <input type="checkbox"/> Alarm Systems Cont E&O Coverage |
| <input type="checkbox"/> Swimming Pools - Dwelling Coverage | <input type="checkbox"/> Contractors Liability Bundle |
| <input type="checkbox"/> Other: | |

*Premium Basis Types: **a - Area** (per 1,000 Square feet of area) **c - Cost** (per \$1,000 Total Cost) **m - Admissions** (per 1,000 Admissions)
p - Payroll (per \$1,000 of Payroll) **s - Sales** (per \$1,000 Gross Sales) **t - Total** (per each) **u - Units** (per Unit)

Total Annual Premium: \$ 2,500**Forms/Endorsements Applicable**

See Schedule of Forms and Endorsements

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial General Liability Conditions, the Coverage Form(s), and the Coverage Endorsement(s) indicated as applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

1105 W 9TH AVE WINFIELD, KS 67156

Name Of Person(s) Or Organization(s) (Additional Insured):

CITY OF WINFIELD
200 E 9TH AVE
WINFIELD, KS 67156

Additional Premium: See form MUS 01 01 20001

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Productions)

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

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

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

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

Section 2. Old Skool Productions requests the possession and consumption of alcoholic liquor or cereal malt beverage in the Winfield Fairgrounds from 10:00 am to 11:59 pm during a series of outdoor race events in 2024. A Temporary Alcohol or Cereal Malt Beverage Permit is not required of Old Skool Productions for possession and consumption only inside the defined pit area.

Section 3. The governing body of the city of Winfield Kansas hereby authorizes the Outdoor Community Event and Temporary Entertainment District Application, in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the possession or consumption of alcoholic liquor as presented by Old Skool Productions from 10:00 am to 11:59 pm during a series of outdoor race events in 2024, in the Winfield Fairgrounds, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 18th 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



Request for Commission Action

Date: March 10, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Consider Outdoor Community Event & Temporary Entertainment District application from Stone Barn Farm

Analysis: Stone Barn Farm requests a the use of the Island Park Performance Stage venue for an outdoor concert, 12:00p.m. to 11:59p.m. , on June 22, 2024. The application requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage during the event. Stone Barn Farm has enlisted and contracted with Xclusive Event Svc, a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division. The same is not a caterer licensed by the City of Winfield, thus a separate Temporary Alcohol Permit is required.

Fiscal Impact: Performance stage fees of 5% of gate, plus certain commodities will apply. The tourism impact is positive for the community.

Attachments: Proposed Resolution, OCE/TED Application



Outdoor Community Event and Temporary Entertainment District Application

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

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

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

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

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

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

General Information:

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

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



Outdoor Community Event and Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

Stone Barn Farm Events

Contact Name:

Email:

info@xclusive.com

Telephone:

316-655-9294

Address:

City/State/Zip:

Wichita

EVENT INFORMATION

Event Title:

ThundHERStruck Concert

Event Date:

June 22, 2024

Event Type:

Concert

Event Time (setup & teardown):

All Day, Concert at 7:30

Public Property Needed:

Island Park

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):

Park closed for all day. Understand that someone has a pavilion rented but that's OK.

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):

Number of participants in previous years:

500

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:

Xclusive Events, Crystal

Email:

info@xclusive.com

Telephone:

316-655-9294

Address:

City/State/Zip:

Wichita

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?

TBA

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:

TBA

Email:

Telephone:

Address:

City/State/Zip:



Outdoor Community Event and Temporary Entertainment District Application

I, _____, 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.

<u>Shannon Martin</u>	<u>2-19-24</u>
Signature of Event Applicant	Date

APPLICATION APPROVAL

_____	_____
Winfield City Manager	Date

**Kansas Alcoholic Beverage Control Division
Liquor License**

Caterer

OWNER NAME: **Xclusive Events LLC**
DBA: **Xclusive Events**
ADDRESS: **709 W 30th Street S**
Wichita, KS 67217-3213

LICENSE NO: 12002247801

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:

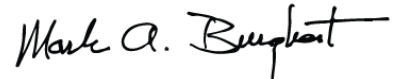
Allows the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

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



Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 12/11/2022

EXPIRES: 12/10/2024

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.gov/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.gov/pdf/abc824.pdf>

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Stone Barn Farm)

WHEREAS, Stone Barn Farm has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Stone Barn Farm requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage on city streets, alleys, parking lots, and public sidewalks during the Def Leggend outdoor concert, a special event, from 6:00 pm to 11:30 pm, on June 24, 2024, in Island Park.

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. Xclusive Event Services. is a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division. 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 Xclusive Event Services liquor license #12002247801, attached and made a part hereof, effective 12/11/2022 and expiring 12/10/2024. Xclusive Event Services 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 required of Xclusive Event Services.

Section 4. The Governing Body of the City of Winfield Kansas hereby authorizes an 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 or cereal malt beverage as presented by the Stone Barn Farm for the Def Legend outdoor concert, a special event, from 6:00 pm to 11:30 pm, on June 24, 2024, in Island Park, 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 20th 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



Request for Commission Action

Date: March 7, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Consider approving appointments to Human Relations Commission and Planning Commission

Analysis:

In 2023, appointments to the Human Relations Commission were inadvertently not included in the annual prepared slate of appointments. This action will reconstitute the entire board with the following members all serving an appointed three year term:

Jennifer Passaglia
Jayde Wesley
Jessica Dibble
Bart Redford
Tania Richardson, staff
Cindy Goertz
Michelle Chism
Jerred Schmidt, staff
Bob McGregor
Jamie Chism, staff
Saige Branscum, staff

Also for consideration are two appointments to the Planning Commission to fill vacancies expiring in 2025:

Matt Bradbury
Doug Kinnear

Fiscal Impact: None

Attachments: None