

CITY COMMISSION MEETING
Winfield, Kansas

DATE: Monday, June 03, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Brenda K. Butters
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, May 20, 2024

PROCLAMATION

-Proclaiming Friday June 7, 2024, be recognized as National Gun Violence Awareness Day

PUBLIC HEARING

- Consider determination that the structure at 1017 E 9th Ave. is unsafe and/or dangerous, and ordering said structure to be repaired or removed in one-hundred twenty (120) days.

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2456 – A Resolution – Setting forth findings that the structure(s), Commercial/Residential Building, located on a tract of land legally described as follows: Lot 1 except E80, Block 309, Winfield, Cowley County, Kansas, also known as 1017 E 9th Avenue. Recorded in Book 941 page 32, in the Office of the Register of Deeds of Cowley County, Kansas, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in one-hundred twenty (120) days.

Bill No. 2457 – A Resolution – Authorizing the execution of an agreement for tree trimming and vegetation control services for the transmission electric utility between the City of Winfield, Kansas and Henderson Tree Care, LLC.

Bill No. 2458 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Small Town Roots Festival)

Bill No. 2459 – A Resolution – Authorizing the execution of an amendment to a Joint Use Pole Agreement between the City of Winfield, Kansas and Southern Kansas Telephone Company, Inc.

OTHER BUSINESS

ADJOURNMENT

- Next Commission work session 4:00 p.m. Thursday, June 13, 2024.
- Next regular meeting 5:30 p.m. Monday, June 17, 2024.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
May 20, 2024

The Board of City Commissioners met in regular session, Monday, May 20, 2024 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioner Ronald E. Hutto was also 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 Patrick Steward, Director of Community Development.

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

Commissioner Hutto moved that the minutes of the May 6, 2024 meeting be approved. Commissioner Butters seconded the motion. With both Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

-Jim Masem, 508 E 10th Ave, spoke to the Commissioners about the lanes in Braum's drive through.

NEW BUSINESS

Bill No. 2449 – A Resolution – Determining the existence of certain nuisances at 1321 John St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 1321 John St. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2449 was adopted and numbered Resolution No. 4524.

Bill No. 2450 – A Resolution – Determining the existence of certain nuisances at 1421 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 1421 Menor St. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2450 was adopted and numbered Resolution No. 4624.

Bill No. 2451 – A Resolution – Determining the existence of certain nuisances at 1115 Manning St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 1115 Manning St. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2451 was adopted and numbered Resolution No. 4724.

Bill No. 2452 – A Resolution – Determining the existence of certain nuisances at 1706 Menor St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action

to clean up the property at 1706 Menor St. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2452 was adopted and numbered Resolution No. 4824.

Bill No. 2453 – A Resolution – Determining the existence of certain nuisances at 1216 Olive St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Director of Public Improvements Steward explains this Resolution would allow the City to take action to clean up the property at 1216 Olive St. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2453 was adopted and numbered Resolution No. 4924.

Bill No. 2454 – A Resolution – Authorizing the execution of an agreement for engineering services for improvements on US-77 (Main Street) from 6th Ave. to 11th Ave., Project No. 018 U-2511-01 between the City of Winfield, Kansas and Professional Engineering Consultants, P.A. Director of Public Improvements Steward explains this Resolution considers awarding a contract for engineering services for design of the mill, overlay and striping project of Main Street from 6th to 11th to PEC in the amount of \$45,000. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2454 was adopted and numbered Resolution No. 5024.

Bill No. 2455 – A Resolution – Authorizing the execution of an agreement for engineering services for utility relocation improvements on US-77 at Strother Field between the City of Winfield, Kansas and Professional Engineering Consultants, P.A. City Manager Wall explains this Resolution would approve an engineering agreement with Professional Engineering Consultants (PEC) regarding the reroute of Electric Transmission line in conjunction with KDOT realignment of Highway 77. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2455 was adopted and numbered Resolution No. 5124.

OTHER BUSINESS

-Consider Board Appointments. City Manager Wall presented a list of board appointments for the Commission's consideration. Commissioner Hutto made a motion to approve Board Appointments as attached. Commissioner Butters seconded the motion. With both Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, both Commissioners voting aye, the meeting adjourned at 5:36 p.m.

Signed and sealed this 28th day of May 2024.

Signed and approved this 3rd day of June 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor

PROCLAMATION

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Winfield to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of nearly 18,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, cities across the nation, including in Winfield, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, be it resolved that I, Brenda K Butters, do hereby proclaim that Friday June 7, 2024, be recognized as

National Gun Violence Awareness Day

In Winfield and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.



ATTEST:


Tania Richardson, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 3rd day of June 2024.


Brenda K. Butters, Mayor



Request for Commission Action

Date: April 15th, 2024

Requestor: Trevor Langer, Environmental Inspector

Action Requested: Seeking approval of a Fixing Resolution fixing the date and time for a public hearing regarding the condemnation of a structure located at 1017 E 9th Ave.

Analysis: Due to a structure fire, it has been determined by the city's Fire Marshal, Chad Mayberry, to be uninhabitable, dangerous, a blight to the neighborhood and in need of repair or removal.

Fiscal Impact: Unknown at this time

Attachments: Fixing Resolution 1017 E 9th Ave.
Building Official Report-1
Photographs

















A RESOLUTION

SETTING forth findings that the structure(s), *Residential Building*, located on a tract of land legally described as follows: ***Lot 1 except E80, Block 309, Winfield, Cowley County, Kansas, also known as 1017 E 9th Avenue. Recorded in Book 941 page 32, in the Office of the Register of Deeds of Cowley County, Kansas,*** is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in one-hundred twenty (120) days.

WHEREAS, the Governing Body, by **Resolution No. 4324** scheduled a hearing for 6/3/2024 at **5:30** p.m. to hear evidence to determine if the structure(s), *Residential Building*, hereinafter described is unsafe and/or dangerous; and,

WHEREAS, on 6/3/2024 the Governing Body heard all the evidence submitted.

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

Section 1. The Governing Body hereby finds that the structure(s), *Residential Building*, located on a tract of land legally described as: ***Lot 1 except E80, Block 309, Winfield, Cowley County, Kansas, also known as 1017 E 9th Avenue. Recorded in Book 941 page 32, in the Office of the Register of Deeds of Cowley County, Kansas,*** is unsafe and dangerous and hereby directs the owner to remove or repair said structure(s) and make the premises safe and secure. The owner has no more than **one-hundred twenty (120)** days from the date of publication of this resolution or building permit date, whichever comes first, to complete repair work, bring the structure(s) into code compliance and make said structure(s) safe and habitable. Compliance must meet city standards and expectations. The owner must have the structure(s) inspected by the city inspector and obtain a Certificate of Occupancy from the Inspection Department before said structure(s) are deemed safe, habitable and ready for occupancy. Regardless of the expenditures and/or progress on the structure(s), if the owner fails to complete the repair within the time frame specified or fails to diligently prosecute the same until the work is completed, then at its discretion said Governing body will cause the structure(s) to be razed and removed or extend the time period. The cost of razing and removal, less salvage, if any, shall be assessed as a special assessment against the parcel of land upon which the structure(s) are located.

Section 2. Within **thirty (30)** days of publication, the owner shall provide to the Building Official a detailed written plan for rehabilitation or removal of the structure(s) complete with estimated costs and completion date. Failure to provide said plan within the designated time shall constitute waiving of the established time for repair established in Section 1.

Section 3. Within **fourteen (14)** days of publication, the owner shall, in order to protect the health, safety, and welfare of the community, secure the premises and the structure(s) located therein until such a time when said structure(s) no longer constitute(s) an immediate hazard or otherwise presents a nuisance to the community. Failure to secure said structure(s) within the designated time shall constitute waiving of the established time for repair established in Section 1.

Section 4. The City Clerk shall cause said findings to be filed with the Register of Deeds of Cowley County, Kansas.

Section 5. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 3rd day of June 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

Trevor Langer

From: Trevor Langer
Sent: Thursday, May 30, 2024 11:52 AM
To: Trevor Langer
Subject: FW: 1017 E. 9th Ave

From: Chad Mayberry <cmayberry@winfieldks.org>
Sent: Monday, January 8, 2024 2:27 PM
To: Tania Richardson <trichardson@winfieldks.org>; Patrick Steward <psteward@winfieldks.org>; Rod Haney <RHANEY@winfieldks.org>
Cc: Vince Warren <vwarren@winfieldks.org>; Taggart Wall <twall@winfieldks.org>; Gus Collins <gcollins@winfieldks.org>
Subject: 1017 E. 9th Ave

Good Afternoon,

Regarding the fire at 1017 E. 9th Avenue.

Owner: Tom Minton
3130 Long Court
Winfield, KS 67156
316-218-2535
tminton@cfpbeef.com

NO Insurance on the structure.

It is a total loss. Mr. Minton advised me that he was going to contact Lawrence's to get a bid for demolition.

Thanks,



Chad Mayberry
Fire Marshal
Winfield Fire/EMS Department.

Office: 620-221-5560
Mobile: 620-222-7088
FAX: 620-221-5563
Email: cmayberry@winfieldks.org

330 E. 9th Ave.
Winfield KS 67156

www.winfieldks.org

***All third-party fire and life
safety inspection reports must be
uploaded to
www.thecomplianceengine.com
by the service provider***

(First published in Cowley Courier Traveler on Saturday, April 20, 2024)

BILL NO. 2447

RESOLUTION NO. 4324

A RESOLUTION

FIXING the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structure in the City of Winfield, Cowley County, Kansas.

WHEREAS, on **January 8, 2024**, the Environmental Inspector of the City of Winfield, Kansas, acting as the enforcing officer pursuant to K.S.A. 12-1750 Supp. et. Seq., filed with the Governing Body of said City, a statement in writing that certain structures hereinafter described are unsafe for human habitation and/or dangerous.

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

Section 1. A hearing will be held on **June 3rd, 2024**, at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth Avenue, Winfield, Kansas, at which time the owners, their agents, lien holders of record and any occupants of said structures legally described below:

Structure(s), *A building* on a tract of land legally described as;

Lot 1 except E80, Block 309, Winfield, Cowley County, Kansas, also known as 1017 E 9th Avenue.

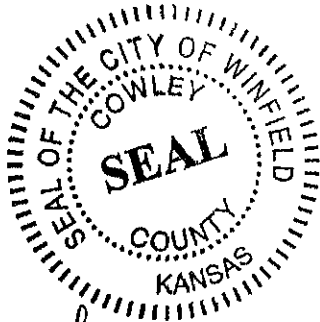
may appear and show cause why said structure(s) should not be condemned as unsafe and dangerous and ordered repaired or demolished.

Section 2. The City Clerk is hereby directed to have this resolution published twice in the official city newspaper once each week for two consecutive weeks on the same day of each week and shall give notice to said person or persons in the manner provided by K.S.A. 12-1750 Supp. et. seq.

Section 3. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 15th day of April 2024.

(SEAL)



Brenda K. Butters
Brenda K. Butters, Mayor

ATTEST:

Tania Richardson
Tania Richardson, City Clerk

Approved as to form:

William E. Muret
William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall
Taggart Wall, City Manager/tl



Parcel: 018-178-27-0-27-002.00-0

Case #: CDMN-2024-1638

Date: Wednesday, May 15, 2024

DANIEL B. BOOKS
2010 HOLLYWAY LANE
WINFIELD, KS 67156

Re: 1017 E 9TH AVE

Dear Daniel,
The City of Winfield has drafted **Resolution #4324**, a copy of which is included with this letter, as a notification that the city is proceeding with the condemnation process for the structure(s), **1017 E 9th Ave**, located at the following address:

1017 E 9th Ave, setting within the city limits of Winfield Kansas.

There are structure(s) on this property with **extensive fire damage and decay**, determined to be in a state of disrepair, unsafe condition, and/or to be a hazard to the safety, health, or welfare of the occupants or to the public.

This is to notify you that a hearing has been set for **6/3/2024 at 5:30 P.M.** in the Community Council Room. You may appear at that time to show cause why the structure should not be condemned as unsafe and dangerous and ordered repaired or demolished.

If you have any questions prior to this meeting, you may contact me at 620.221.5527. Thank you for your attention to the matter.

Sincerely,

Trevor Langer
Environmental Inspector
200 East 9th Avenue
City of Winfield, Kansas 67156

Attachment: Resolution #4324



Request for Commission Action

Date: May 30, 2024

Requestor: Gus Collins, Director of Utilities
Kyle Gillett, Electric Distribution

Action Requested: Consider retaining Henderson Tree Care to complete our 2024 annual Tree Trimming/Vegetation Control project on the 29-mile transmission line.

Analysis: The City of Winfield has previously solicited proposals for annual tree trimming projects as a means of preventive maintenance to enhance system reliability. This year the project consists of The City of Winfield's transmission system which is a total of 29 miles. More than half of this system also has 12,470-volt distribution under build that will be trimmed to City specifications. The city also requested an hourly rate for general *to be determined* areas of tree maintenance.

Fiscal Impact: Consequently, based on the above, proposals were solicited from the following contractors to compete for the City of Winfield 2024 annual Tree Trimming/Vegetation Control project. Henderson Tree Care of Winfield KS, Moore Cut of Winfield KS, All About Trees of Winfield KS, and Asplundh. Only one bid was received:

- Henderson Tree Care: 2024 annual project \$65,600 (Transmission line)

No other company submitted a bid on either the project, or hourly. City staff is recommending the approval of Henderson Tree Care for the completion of the project. Also, staff will continue to review options for tree trimming on the distribution system.

Attachments: Bid

A RESOLUTION

AUTHORIZING the execution of an agreement for tree trimming and vegetation control services for the transmission electric utility between the City of Winfield, Kansas and Henderson Tree Care, LLC.

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

Section 1. The Mayor and City Clerk be and are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the city of Winfield, Kansas and Henderson Tree Care, LLC, for sixty-five thousand and six hundred dollars (\$65,600) for tree trimming and vegetation control for the electric transmission utility.

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

ADOPTED this 3rd day of June 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

Project 2 (Attachment A)

Bid a total cost to clear rights of way in those portions of our electric system that are described in Attachment A and General Requirements. No addendums will be considered. Include cost for all necessary personnel, equipment, materials, transportation, supervision, and profit required to comply with the attached specifications. (Total project cost)

Project Cost \$65,600⁰⁰

Please provide a detailed list of all costs to be included in the above bid:

All necessary man power, equipment, supplies and
general expense to complete the project as specified
by contract or City of Winfield representatives are included.

The full names and residences of person and firms interested in the foregoing bid, as principals, are as follows:

Henderson Tree Care, LLC
Michael (Shane) Henderson, 15776 182nd Rd., Winfield, KS 67156
Melissa Henderson, 15776 182nd Rd., Winfield, KS 67156

The Bidder states that in the event the Bidder is awarded the Contract, the Bidder will use the below listed companies for performance of any part of the work:

<u>Phase of Work</u>	<u>Company</u>
<u>Herbicides</u>	<u>Landscape Outfitters</u>
<u>All tree trimming</u>	<u>Henderson Tree Care</u>

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the bid or Contract to be entered into; that this bid is made without collusion with any other person, company, or party, submitting a bid.

The Bidder recognizes that the City of Winfield reserves the right to accept or reject any or all bids and to waive any technicality or formality therein.

SIGNATURE OF BIDDER

Shane Henderson
Melissa Henderson
Henderson Tree Care, LLC
Co-owners



Request for Commission Action

Date: May 29, 2024

Requestor: Taggart Wall, City Manager

Action Requested: Consider Resolution for Outdoor Community Event & Temporary Entertainment District Application

Analysis: Small Town Roots Festival requests a the use of the Island Park Performance Stage venue for an outdoor concert, 8:00a.m. to 11:59p.m. , on June 15, 2024. The application requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage during the event. Small Town Roots Festival has enlisted and contracted with Gypsy Bev Co., LLC. , a caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division. The same is a caterer licensed by the City of Winfield, thus a temporary alcohol permit is not 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

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Small Town Roots Festival)

WHEREAS, Small Town Roots Festival has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Small Town Roots Festival requests the sale, possession, and consumption of alcoholic liquor or cereal malt beverage on city streets, alleys, parking lots, and public sidewalks during an outdoor concert, a special event, from 8:00 am to 11:59 pm, on June 15, 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. Gypsy Bev Co., LLC 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 Gypsy Bev Co., LLC. liquor license #11268, attached and made a part hereof, effective 09/12/2022 and expiring 09/11/2024. Gypsy Bev

Co., LLC. will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Gypsy Bev Co., LLC. 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 Gypsy Bev Co., LLC. for the outdoor concert, a special event, from 8:00 am to 11:59 pm, on June 15, 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 3rd day of June 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



Outdoor Community Event
and
Temporary Entertainment District Application

APPLICANT INFORMATION

Organization:

Ryan Baker DBA Smalltown Roots Festival

Contact Name:

Email:

Smalltownrootsfestival@gmail.com

Address:

513 Minnesota St A

Telephone:

785-700-0506

City/State/Zip:

Lawrence, KS. 66044

EVENT INFORMATION

Event Title: Smalltown Roots Festival

Event Date: June 15 2024

Event Type: Blues Music Festival

Event Time (setup & teardown):

8am - 12am

Public Property Needed:

Island Park 200 main St

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:

700

135

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

Email:

ryan.vme@gmail.com

Address:

513 Minnesota St A

Telephone:

785-760-6566

City/State/Zip:

Lawrence KS 66044

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 Couvel

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:

Ryan Baker

Email:

SmallTownRootsFestival@gmail.com

Address:

513 Minnesota St A

Telephone:

785-760-6566

City/State/Zip:

Lawrence KS. 66044



and
Temporary Entertainment District Application

I, Ryan Baker, 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.

Ryan E. Baker
Signature of Event Applicant

3-19-24
Date

APPLICATION APPROVAL

Winfield City Manager

Date

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

CITY OF WINFIELD, KANSAS CATERING LICENSE

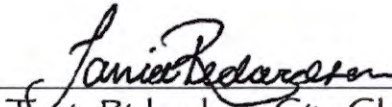
License is hereby granted for the applicant named below to operate a Catering Business in the City of Winfield, County of Cowley, Kansas. This license is neither transferable nor assignable, nor will any refund of the fee be allowed thereon, and is valid from 12:01 a.m. September 12, 2022 until 12:00 midnight September 11, 2024, unless surrendered or revoked.

Gypsy Bev Co LLC
2213 E 9th Ave
Winfield, Kansas 67156

Witness my hand and the Corporate Seal of said City this 3rd day of October, 2022.

(Seal)




Tania Richardson, City Clerk

Kansas Alcoholic Beverage Control Division
Liquor License
Caterer

OWNER NAME: **Gypsy Bev Co LLC**
DBA: **Gypsy Bev Co**
ADDRESS: **2213 E 9th Street**
Winfield , KS 67156

LICENSE NO: 11268

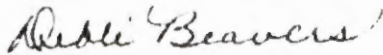
The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

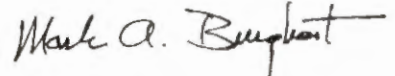
Allows the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

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: 09/12/2022

EXPIRES: 09/11/2024

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

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



Request for Commission Action

Date: May 29, 2024

Requestor: Taggart Wall, city manager

Action Requested: Seeking approval of an amendment adjusting the per pole rent rate between the City and SKT Telephone (owner of both Clearwater Cable and South Kansas Telephone) operating in Burden and Dexter.

Analysis: Since the first writing of this agreement, fees have largely been unchanged and the City has since allowed SKT to assume the rights of the former Clearwater Cable Co. These two companies have been billed \$1.50/ per pole per year for use of the poles. To realign these rates with our current agreements and to remain competitive neutrality we have requested an amendment to \$17.25 per pole per attachment.

Fiscal Impact: There are approximately 300 poles between the two communities that will increase revenue by \$4,725 per year.

Attachments: Resolution, Amendment

BILL NO. 2459

RESOLUTION NO. 5524

A RESOLUTION

AUTHORIZING the execution of an amendment to a Joint Use Pole Agreement between the City of Winfield, Kansas and Southern Kansas Telephone Company, Inc.

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

Section 1. The Mayor and City Clerk be and are hereby authorized and directed to execute an amendment, attached to and made a part hereof as if fully set forth herein, between the city of Winfield, Kansas and Southern Kansas Telephone Company, Inc. for pole attachments.

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

ADOPTED this 3rd day of June 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

AMENDMENT NUMBER 1
To City of Winfield, KS And The Southern Kansas Telephone Company, Inc. Joint Use Pole Agreement

THIS AMENDMENT NUMBER 1 To City of Winfield, KS And The Southern Kansas Telephone Company, Inc. Joint Use Pole Agreement
is made and entered into by and between, City of Winfield, KS, (hereinafter “Licensor”), and The Southern Kansas Telephone Company, Inc. a Kansas Corporation. (hereinafter “Licensee”).

WITNESSETH

WHEREAS, Licensor owns, operates, and maintains lines of poles extending in Cowley County, Kansas, specifically, and for purposes of this agreement, Burden, Kansas and Dexter, Kansas, and,

WHEREAS, Licensee desires to place or has placed certain lines, attachments, and apparatus on certain poles of Licensor, for the purpose of providing data and telecommunication services in compliance with any and all local, state and federal regulations; provided, that transmission of signals does not interfere or compete with the corporate purpose of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where in its judgement, safety will not be adversely affected, and,

WHEREAS, Licensor is willing to permit Licensee, to the extent it may lawfully do so, to place or retain the placement of said lines, attachments and apparatus on said poles in Burden, Kansas, and Dexter, Kansas.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. Except as specifically set forth in this **AMENDMENT NUMBER 1 To City of Winfield, KS And The Southern Kansas Telephone Company, Inc. Joint Use Pole Agreement**, the terms and provisions of the original Joint Use Pole Agreements (“Agreements”) between the parties, dated April 5, 1982 (with SKT predecessor Clearwater Cable Vision, Inc.) and dated April 7, 1998 (with SKT predecessor Southern Kansas Telephone Company, Inc., assuming August 4, 1980 agreement between the City of Winfield and Galaxy Telecom, L.P.), shall remain in full force and effect.
2. The parties agree to amend the Rentals, Charges and Rates of the existing agreements to reflect the provisions of Exhibit A, attached hereto.
3. This **AMENDMENT NUMBER 1 To City of Winfield, KS And The Southern Kansas Telephone Company, Inc. License Agreement** is effective on January 1, 2024, covering pole rental for activity period 1/1/2024-12/31/2024 and prospectively.

IN WITNESS WHEREOF, the parties duly execute and agree to be bound by this AMENDMENT NUMBER 1 as of the Effective Date by the signatures of their authorized representatives below.

ATTEST:

(SEAL)

CITY OF WINFIELD, KANSAS

By: _____

Brenda K. Butters , Mayor

By: _____

Tania Richardson, City Clerk

Approved as to form: _____

William E. Muret, City Attorney

Approved for Commission action: _____

Taggart Wall, City Manager

The Southern Kansas Telephone Compay, Inc.

By: William R. McVey

Name: William R. McVey

Title: Chief Financial Officer

Date: 5/28/2024

Exhibit A

RENTALS, CHARGES AND RATES

On or before December 31st of each year, the parties, acting in cooperation, shall tabulate the total number of Joint Use Poles in use as of the preceding day. This tabulation shall indicate the number of Poles on which rentals are to be paid for that year. The rentals shall be computed based on \$17.25 dollars per annum for each Joint Use Pole of the City of Winfield service area to which The Southern Kansas Telephone Company, Inc. is attached.

The yearly rental period covered by this Agreement shall be the twelve-month period between January 1st and December 31st. Rental payable for each such rental period during the continuance of this Agreement shall be due and payable forty-five (45) days following receipt of an invoice for that rental period.

At intervals of three (3) years during the term of this Agreement, the annual rentals set forth in this Agreement may be adjusted by applying a mutually agreed upon negotiated written rate.

Agreement file

Bill No. 9826

Resolution No. 1798

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Consent to Assignment and Assumption of Pole Lease by and between the City of Winfield, Kansas, and the Southern Kansas Telephone Company, Inc.

WHEREAS, Galaxy Telecom, L.P. (Seller), and Southern Kansas Telephone Company, Inc. (Buyer) are parties to a purchase agreement providing for the sale of certain cable television properties serving Dexter, Kansas; and

WHEREAS, the City of Winfield and the Seller are parties to a "Community Antenna Pole Attachment Agreement" dated August 4, 1980, (Pole Lease) concerning pole attachments located in or near the City of Dexter, Kansas; and

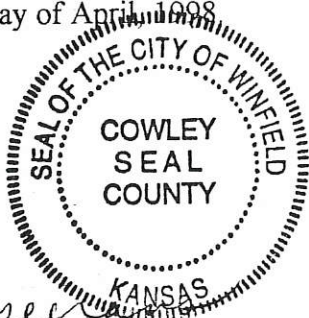
WHEREAS, in the purchase agreement it is agreed, the Seller would transfer and assign to the Buyer and the Buyer would assume all the right and obligations of the Pole Lease, subject to the granting of the necessary consent.

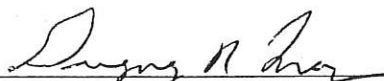
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk of the City of Winfield, Cowley County, Kansas, are hereby authorized and directed to execute a Consent to Assignment and Assumption of Pole Lease by and between the City of Winfield and Southern Kansas Telephone Company, Inc. A copy of said agreement is attached hereto and made a part hereof.


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


ADOPTED this 7th day of April, 1998
(SEAL)




~~Philip R. Jarvis, Mayor~~
Gregory N. Thompson, Acting Mayor

ATTEST:


Diane Rosecrans, City Clerk

Approved as to form: 
Warren D. Andreas, City Attorney

Approved for Commission action: 
Warren Porter, City Manager

CONSENT TO ASSIGNMENT AND ASSUMPTION OF POLE LEASE

The City of Winfield, Kansas, hereinafter "the Lessor", is a party to a "Community Antenna Pole Attachment Agreement" dated August 4, 1980, hereinafter "the Pole Lease", concerning pole attachments located in or near the City of Dexter, Kansas. The Lessor hereby consents to the foregoing ASSIGNMENT AND ASSUMPTION OF POLE LEASE between GALAXY TELECOM, L.P., a Delaware limited partnership, hereinafter "the Seller", and THE SOUTHERN KANSAS TELEPHONE COMPANY, INC., hereinafter "the Buyer".

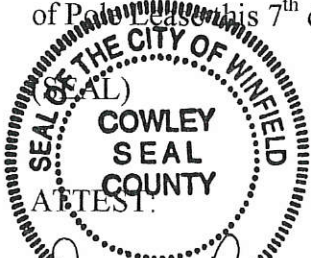
The Lessor further consents to the Buyer's collateral assignment of, or grant of a security interest in, the Pole Lease and in any assets of the Buyer that are located on the Lessor's property to any of the Buyer's creditors to secure a bona fide debt or obligation of the Buyer to such creditors, and the Lessor hereby consents to the grant of said security interest in and the exercise by any creditor of any rights pursuant thereto, subject to the interest of the Lessor. However, nothing contained herein shall constitute a waiver of any rights of the Lessor to approve any subsequent transfer or assignment of the Pole Lease.


The Lessor hereby confirms that the Pole Lease is valid and binding and in full force and effect, that the Seller is the present lessee thereunder and, to the best knowledge of the Lessor, that the Seller is in compliance in all material respects with the terms of the Pole Lease.

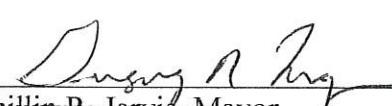
The Lessor understands that this consent shall release the Seller from any liability or responsibility under the Pole Lease arising on or after the date of the assumption of the Pole Lease by the Buyer, and the Seller shall not be responsible to Lessor for any default or breach on the part of Buyer arising on or after such date. However, this consent shall not be construed as a waiver of any rights Lessor may have by reason of the past performance of Seller nor as an estoppel of the assertion of any such rights by Lessor against Seller.

The Lessor further understands that the execution of the Assignment and Assumption of Pole Lease by the Seller and the Buyer, and the assumption by the Buyer of the Pole Lease, are contingent upon and shall occur at the time of the consummation of the Purchase Agreement referred to in the Assignment and Assumption of Pole Lease.

IN WITNESS WHEREOF, the Lessor has hereunto executed this Assignment and Assumption of Pole Lease this 7th day of April, 1998.




Diane Rosecrans, City Clerk


Philip R. Jarvis, Mayor
Gregory N. Thompson, Acting Mayor

Memo



To: Warren Porter
From: Gary Mangus *[Signature]*
CC:
Date: 03/31/98
Re: Pole Lease -- Dexter

We have been advised that Galaxy Telecom, L.P., has sold their assets (CATV) in Dexter to The Southern Kansas Telephone Company, Inc. As the parties finalize the transaction, they request that we execute the attached Consent To Assignment and Assumption of Pole Lease. CATV attaches to our utility poles in Dexter. The terms of the purchase agreement specifies that Southern Kansas assumes all obligations of Galaxy and accepts all terms and conditions. The re-assignment of the Pole Lease is authorized with this consent from the City.

The City bills Galaxy in January and July for 167 pole attachments at \$1.50 each (\$501 annual revenue). I have discussed with Colin this window for change in the existing Pole Lease. He had no changes at this time. We are allowed to adjust pole counts on or before December 15 and June 15 of each year, if necessary.

*copy
signed*

COMMUNITY ANTENNA POLE ATTACHMENT AGREEMENT

THIS AGREEMENT made this 4th day of August,
1980, between the City of Winfield, Kansas, herein called
"Licensor," and CHAUTAUQUA HILLS CABLE INC.,
a corporation of the State of Kansas, and having its
office in the State of Kansas at Dexter,
herein called "Licensee,"

WITNESSETH:

WHEREAS, Licensee proposes to furnish community
antenna television service to persons residing within the
city limits of the City of Dexter, Kansas as they now exist
and as changed from time to time by law, and hereafter referred
to as "service area," and in connection therewith will need
to install and maintain Licensee's equipment in the area to
be served, and desires to attach such equipment to Licensor's
poles and

WHEREAS, Licensor is willing to permit, to the
extent covered herein, the attachment of Licensee's equipment
to Licensor's poles where in its judgement such use will not
interfere with or adversely affect Licensor's services or
the services of joint users.

NOW, THEREFORE, in consideration of the mutual
covenants, terms, and conditions herein contained, the
parties hereto do hereby mutually covenant and agree as
follows:

DEFINITIONS

1) As used in this agreement:

"Community antenna television service" means the distribution or carriage of television programs or other information or data originating at television broadcast stations or elsewhere and/or obtained off-the-air by licensee's antenna.

"Licensor's poles" means poles owned by Licensor.

"Licensee's equipment" means any facility or equipment of whatever kind owned or controlled by Licensee, including but not limited to aerial wires, drop wires, tap-offs, cables and associated appliances such as amplifiers, power supply equipment and other transmission apparatus used in connection with the operation of Licensee's community antenna television system.

"Joint User" means any public utility, governmental body or other entity which has or hereafter shall be granted, the right to jointly use any pole owned by Licensor, and any owner of poles as to which Licensor is extended joint use attachment privileges, including specifically herein Southwestern

~~Bell Telephone Company.~~ *SOUTHERN KANSAS TELEPHONE CO. J. W. Eldon*

GENERAL LOCATION OF AND PURPOSE OF ATTACHMENT

2. The License granted by this agreement is applicable only for the purposes hereinafter stated. This agreement applies within the service area and covers the licensing of space on Licensor's poles for attachment of Licensee's equipment used in providing community antenna television service now

proposed by Licensee. Such service consist of the transmission by the Licensee to his customer of broadcast television programs originated by Licensee or obtained off-the-air by Licensee's antenna located at Lat. 37°-11'-00", Long. 96°-42'-30" or by means of an antenna tower or towers at distant locations and from which such broadcast program is transmitted to Licensee's community antenna system by relay facilities of the Licensee or others, pursuant to appropriate Federal Communications Commission authorization, and when distributed in conjunction therewith to Licensee's customers, the transmission by the Licensee of other video and audio program material. Licensee shall not use the facilities attached to Licensor's poles for any unlawful purpose.

ATTACHMENTS RENTAL RATES AND BILLING

3. Prior to making any attachment hereunder, Licensee shall submit to Licensor evidence, satisfactory to Licensor, of any necessary consent from federal, state, or other public authorities, or from the owners of private lands and property involved, to construct and maintain Licensee's equipment at the locations of Licensor's poles which it desires to use.

4. Licensee, under this agreement, shall have authority to make attachments to all Licensor's poles which it desires to use provided all such attachments can be made according to the specifications hereinafter established. Licensor shall have the right to inspect the installation

of Licensee's equipment to determine conformity with the specifications for such installation. Licensee shall promptly correct any deficiency in installation found by Licensor's inspection at Licensee's own expense to bring such installation into conformity with the specifications.

5. Licensee shall pay to Licensor, for attachments of Licensee's equipment to Licensor's poles, rental at the rate of \$3.00 per year for each pole contacted, as hereinafter set forth. Rental payments shall be made semi-annually, in advance, on the 15th of January and the 15th day of July of each year. The amount of the advance payment shall be \$1.50 times the number of poles physically contacted on December 15th and June 15th next preceding each payment date. In addition, Licensee shall pay to Licensor, on the 15th day of January of each year, for past occupancy, \$0.75 times the excess, if any, of the number of poles physically contacted on December 15th over the number of poles physically contacted on June 15th, next preceding; and, similarly Licensee shall pay to Licensor on the 15th day of July of each year \$0.75 times the excess, if any, of the number of poles physically contacted on June 15th over the number of poles physically contacted on December 15th, next preceding. Upon termination of this contract, the rental payment shall be prorated for the time of actual occupancy during the final semi-annual period and shall be set off against the advance rental paid by Licensee for that period. Rental shall be payable for poles physically contacted by Licensee without regard to whether service is actually provided

by Licensee through the attached facilities. Adjustments in the amount of the rental payments may be made by Licensor during the term of the contract upon six months' prior written notice to Licensee; however, no increase in rental rates shall be made for a period of five (5) years after the effective date of this agreement. Notwithstanding any other provision of this contract, Licensee may terminate the contract at the end of such notice period if the proposed rate adjustment is not acceptable to Licensee, but Licensee shall remain liable for and shall pay to Licensor the adjusted rental for any attachments which remain in place thereafter.

SPECIFICATIONS

6. Licensee's equipment, in each and every location (including all equipment which is not attached to Licensor's poles but which in any way may result in excessive or improper voltage or current being impressed upon any facilities of Licensor or any other joint user or in any hazard to Licensor's or other joint user's facilities or employees or to the public), shall be erected, installed, maintained, and removed in accordance with the requirements and specifications of the National Electrical Safety Code (Sixth Edition), as amended and revised, regulations or orders now in effect or hereafter issued by any federal or state commission or any other public authority having jurisdiction. Drawings marked "Exhibit 1" to Exhibit 5," inclusive, attached hereto, are descriptive of required construction under some typical conditions where span

lengths are not over one hundred seventy-five (175) feet and voltage between conductors of power facilities does not exceed eighty-seven hundred (8700) volts. All attachments of Licensee shall be placed within the space and at the location designated by the Licensor, however, neither this requirement nor any other contained in this agreement shall relieve Licensee of its sole responsibility and obligation' to maintain its facilities in a manner which will insure that proper ground clearances are in existence at all times. Licensor shall specify the type of construction required under any other conditions or circumstances.

Licensee agrees that all distribution cable hereafter used by Licensee in establishing or replacing the outside distribution system will be of the coaxial type and, if flexible, will be of the RG/U type manufactured in accordance with the specifications of the Armed Services Electro Standard Agency, double shielded with double non-contaminating jacket as per American Standards Association specifications for outdoor cables or in the alternative cables with superior shielding qualities. Drops installed by Licensee shall consist of flexible coaxial cable as described above or of similar cable with a single shield and single jacket.

7. Should Licensee attach any of its equipment to poles not covered by this agreement, it shall maintain proper clearance between such equipment and electric power wires and street lighting wires and shall otherwise erect, install, maintain and remove the equipment on such poles in such manner as to satisfy the requirements of Section 6 hereof with respect to safety, good workmanship, and avoidance of hazard.

REPLACEMENT, REARRANGEMENT, AND BILLING

8. If any of Licensor's poles are inadequate to support the additional facilities in accordance with the above specifications and Licensor nevertheless determines that it is willing to permit the attachment of Licensee's equipment to such poles, and if Licensee still desires to make the attachments, Licensor will replace such inadequate poles with suitable poles and Licensee will on demand reimburse Licensor for the nonbetterment portion of the cost and expense thereof incurred by Licensor or joint user, including the increased cost of larger poles, sacrificed life value of poles removed, cost of removal less any salvage recovery and the expense of transferring Licensor facilities from the old to the new poles. Where Licensee's attachments are accommodated on existing poles by rearranging the facilities thereon, Licensee will on demand compensate

Licensors for the full expense incurred by the Licensors in rearranging such facilities and for any strengthening of poles by guys, anchors, or other means, to accommodate the attachment of Licensee's equipment. Where Licensors or joint users determine it is necessary or desirable to make changes and rearrangements in their poles and facilities, Licensee at its expense agrees on request to promptly (within 72 hours) rearrange its facilities on such poles or move to new poles provided by Licensors and joint users.

9. All costs, expenses, and capital investment, subject to reimbursement, shall be determined in accordance with the regular and customary methods of determining costs, expenses, and capital investments on the books and records of Licensors used in its public utility business.

10. Bills for changes, rearrangement, engineering, inspections, expenses, and other charges under this agreement other than for attachment rentals shall be payable within thirty (30) days after presentation. Nonpayment of bills shall constitute a default of this agreement.

RESERVATION OF RIGHTS AND INSPECTION

11. No use, however extended, of Licensors' poles, or any payments made under this agreement or other action of Licensee shall create or vest in Licensee any ownership or property rights in Licensors' poles or associated equipment, but Licensee's right therein shall be and remain such as establishes a mere license under the terms of this agreement.

12. Licensor and joint user reserve the right to maintain the poles and to operate their facilities thereon in such manner as will best enable them to fulfill their service requirements. Licensor shall not be liable to Licensee, its customers, or any others, for any interruption to service of Licensee or for any interference with the operation of Licensee's equipment arising in any manner out of the use of Licensor's poles hereunder.

13. Nothing herein contained shall be construed as affecting the rights or privileges previously granted by Licensor, by contract or otherwise, to others not parties to this agreement, to use any poles covered by this agreement; and Licensor and joint users retain the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

14. Licensor, reserves the right to inspect each new installation of Licensee's equipment on Licensor's poles and to make periodic inspections of the entire plant of Licensee; and Licensee shall reimburse Licensor for the expense of such inspections at the rate of Five Dollars (\$5.00) per man-hour. When inspections, for which this charge is to be assessed, are to be conducted, Licensor will notify Licensee of the time and place of such inspection. The making of such inspections or the omission to do so shall not operate in any way to relieve Licensee or Licensee's insurer of any responsibility, obligation or liability assumed

under this agreement.

RISK OF LOSS, LIABILITY AND INSURANCE

15. Licensee shall exercise special precautions to avoid causing damage to facilities of Licensor and joint users and equipment associated or connected therewith. In the event Licensee, its contractors, agents or employees cause such damage or such damage is caused by the presence of Licensee's equipment on Licensor's poles, Licensee assumes all responsibility for, and agrees promptly to reimburse Licensor and the joint users, in full for all loss and expense occasioned by such damage. Licensee shall make an immediate report to Licensor of the occurrence of any such damage.

16. Licensee shall indemnify, protect, save harmless, and insure Licensor and joint user from and against any and all claims or demands for damages as a result of injury or destruction of property or as a result of injury or death of a person or persons, including payments made under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, installation, maintenance, presence, use, rearrangements, or removal of the attachments of Licensee's equipment to Licensor's poles or by the proximity of the respective cables, wires, apparatus, and appliances of the parties hereto or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's

poles. Licensee shall submit to Licensor evidence of Licensee's insurance coverage in such companies as are satisfactory to Licensor to protect the Licensor from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such claims and demands for damages. The amounts of such insurance shall conform to the requirements established by Charter Ordinance No. 5 of the City of Winfield, Kansas. Licensee shall also submit to Licensor evidence of Licensee's insurance coverage in such form and in such companies as are satisfactory to Licensor to protect the parties hereto from all claims under any Workmen's Compensation Laws in effect that may be applicable to them. All insurance here required shall be furnished by Licensee at its own expense and shall remain in force for the entire life of this agreement.

17. In addition Licensee shall indemnify, protect, save harmless and insure Licensor:

a. With respect to all communications transmitted over Licensee's community antenna television system from and against any and all claims and demands for damages or loss for infringement of copyright, for libel and slander, for business disparagement, for unauthorized use of ideas or confidential material, for unauthorized use or treatment of television broadcast programs, and for unauthorized use or treatment of other program material, and from and against all claims and demands for infringement of patents with respect

to the manufacture, use and operation of Licensee's equipment whether arising from the use of Licensee's equipment in combination with Licensor's poles or otherwise. .

b. From and against any and all claims and demands for damages to property and for injury or death of persons which may arise out of or be caused by excessive electrical voltages and currents being conducted over Licensee's equipment, including drop wires, whether resulting from lightning, electric power line current or otherwise and regardless of whether such electrical voltages and currents were also conducted along and through Licensor's cables, wires, conduits, and facilities.

c. From all loss and expense which may result from any claims of governmental bodies, property owners or others that Licensee has not a sufficient right or authority for placing and maintaining Licensee's equipment at the locations of Licensor's poles.

TERM OF AGREEMENT

18. This agreement shall become effective upon the date hereof, provided that unless the Licensee shall have started construction within one hundred eighty (180) days, and shall have completed attachments to at least five hundred (500) of the Licensor's poles within ninety (90) days from the start of construction, this contract shall automatically terminate; provided further, that said period may be extended by written agreement signed by the

parties hereto. If the event Licensee for any reason is unable to furnish service to all of the service area specified herein within three hundred sixty (360) days from the date hereof, Licensor may terminate this agreement as to any portion of the service area not then being served by Licensee (by thirty (30) days written notice to Licensee). If attachment rights are not terminated in accordance with the provisions of other sections of this agreement which provide for such termination, this contract shall remain in effect for a term of twenty (20) years from said date and thereafter continue in effect subject to the right of either party hereto, to terminate this agreement at any time after the end of such term by giving to the other party at least six (6) months' prior written notice of said party's desire to terminate this agreement, in which case this agreement shall terminate six (6) months after the giving of said notice. Within thirty (30) days after the termination of this agreement, as provided in this section, Licensee shall remove Licensee's equipment from Licensor's poles. If not removed within thirty (30) days after the termination date, Licensor shall have the right to remove all of Licensee's equipment remaining attached to Licensor's poles at the cost and expense of Licensee and without any liability to Licensee therefor.

BREACH, DEFAULT, AND TERMINATION

19. Should Licensee for any reason cease to furnish the community antenna television service which this agreement

is designed to facilitate, then and in that event all of Licensee's rights under this agreement shall automatically terminate and Licensee shall remove its equipment from all of Licensor's poles according to the provisions of Charter Ordinance No. 5.

20. Should Licensee, without the prior written consent of Licensor, use any of its equipment attached to Licensor's poles for any service other than that provided for in Section 2 hereof, which is the only service covered by this agreement, such action shall constitute forthwith a breach of this agreement, and Licensor may, at its option, at any time after such breach occurs, forthwith terminate Licensee's attachment rights under this agreement and require Licensee to remove at once all of Licensee's equipment from Licensor's poles. If Licensee does not so remove the equipment, Licensor shall have the right to remove it at the cost and expense of Licensee.

21. Licensee may at any time remove its equipment from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal. No adjustment, prorate or refund of any rental will be due on account of such removal, except as provided in Section 5 hereof.

22. If Licensee shall fail to comply with any of the provisions of this agreement, including the specifications herein before referred to, or shall default in any of its obligations hereunder, including all payments to be made by it, or shall under the terms hereof breach this agreement and

shall fail with thirty (30) days after written notice from Licensor to correct such default, noncompliance or breach, Licensor may, at its option, forthwith terminate in whole or in part Licensee's attachment rights hereunder. Upon such termination, Licensee shall promptly remove its equipment from the pole or poles involved. If Licensee does not so remove the equipment, Licensor shall have the right to remove it at the cost and expense of Licensee or permit its abandonment in place in accordance with the provisions of Charter Ordinance No. 5.

LIEN

23. Should Licensor under any sections of this agreement remove Licensee's equipment from Licensor's poles, Licensor will deliver to Licensee the equipment so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor or joint users thereunder. Licensor and joint users are hereby given a lien on Licensee's equipment attached to Licensor's poles or removed therefrom with power of public or private sale, to cover any amounts due Licensor or joint users under the provisions of this agreement. Such liens shall not operate to prevent Licensor or joint users from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this agreement.

FAILURE TO ENFORCE

24. Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this agreement or to give notice or declare this agreement or the attachment rights hereunder terminated shall not constitute a general waiver or relinquishment of any terms or conditions of the agreement but the same shall be and remain at all times in full force and effect.

SUCCESSORS AND ASSIGNS

25. This agreement shall not inure to the successors of Licensee nor shall Licensee assign, transfer, or sublet the privileges hereby granted without the prior consent in writing of Licensor. Licensee agrees that it will not grant, sell, rent, loan, or lease to others for any period of time the use of all or any part of Licensee's equipment while attached to Licensor's poles.

26. Subject to the provisions of Section 25 hereof, this agreement shall extend to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, respectively caused this agreement to be duly executed the day and year first above written.

CHAUTAUQUA HILLS CABLE INC.
(Name of Licensee)

By William L. King
Title pres

THE CITY OF WINFIELD, KANSAS

By Raymond E. King
Mayor

Approved

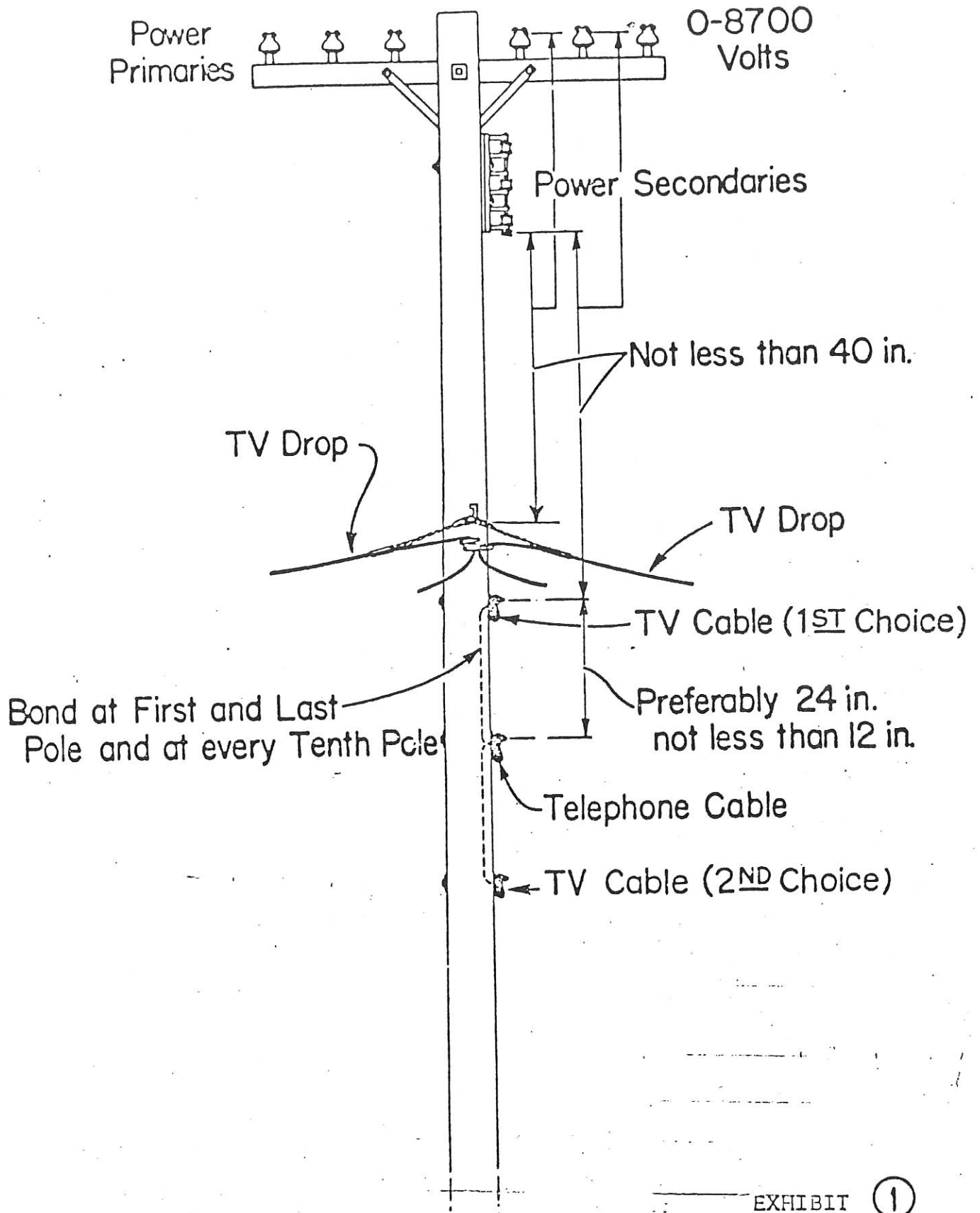
Nathan Andrews
City Attorney

8-4-80

10-21-80

8-4-80

ATTACHMENTS TV DISTRIBUTION SYSTEM TO POLES
No Amplifier-No Meter



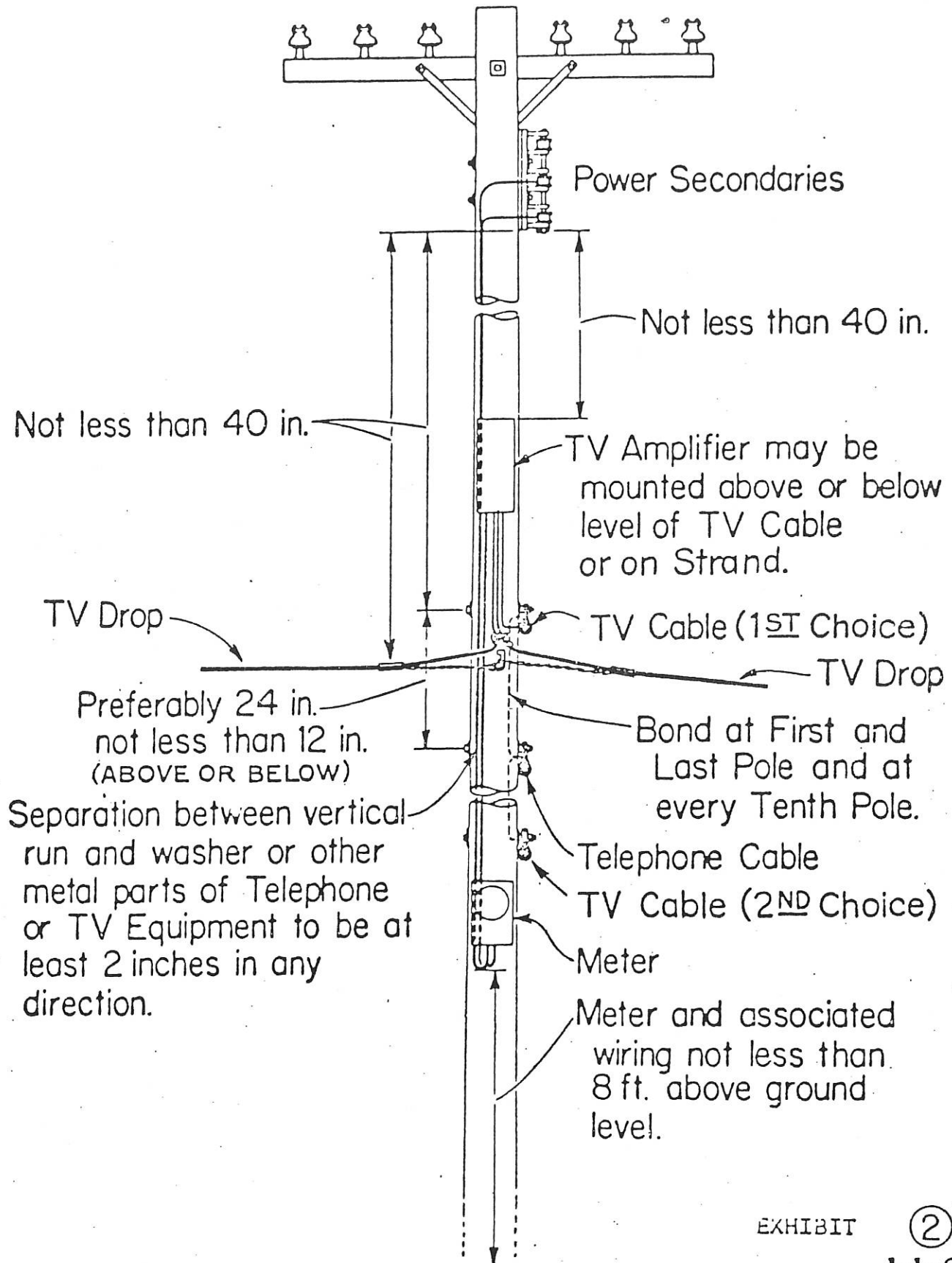
EXHIBIT

①

1-1-66

ATTACHMENTS OF TV DISTRIBUTION SYSTEM TO POLES

TV Cable, Amplifier and Meter Mounted on Pole



EXHIBIT

②

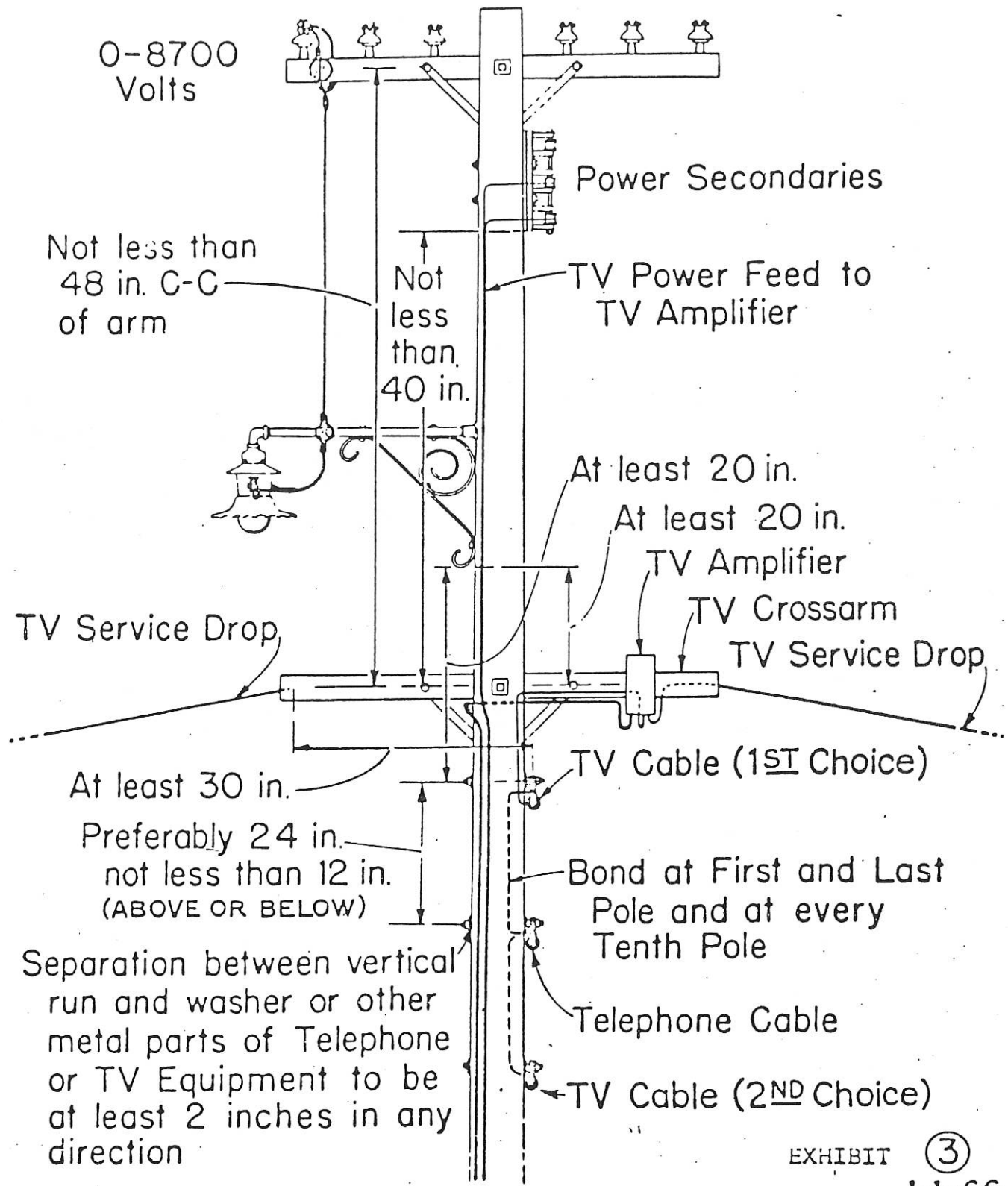
1-1-66

ATTACHMENTS OF TV DISTRIBUTION SYSTEM TO POLES

TV Cable Mounted on Pole

TV Amplifier Mounted on Crossarm

Electric Light Bracket on Pole



ATTACHMENTS TO TV DISTRIBUTION SYSTEM TO CARRY Telephone Pole Carrying Open Wire or Cable or Both TV Cable, Amplifier and Drop Wires with Power Lead for TV Amplifier

No required minimum separation. If separation is less than 40 inches however, climbing space to reach conductors at higher level must be provided.

Telephone Crossarm

Separation between vertical run and washer or other metal parts of Telephone or TV Equipment to be at least 2 inches in any direction.

Preferably 24 in.
 not less than 12 in.
 (ABOVE OR BELOW)

Bond at First and Last Pole
 and at every Tenth Pole

To Meter

Not less than 40 in.

Power Lead
 for TV
 Amplifier

TV Drop Wires
 may be above
 or below TV
 Cable.

TV Cable (1ST Choice)

Telephone
 Cable

TV Amplifier
 may be above
 or below TV
 Cable or on
 Strand.

TV Cable (2ND Choice)

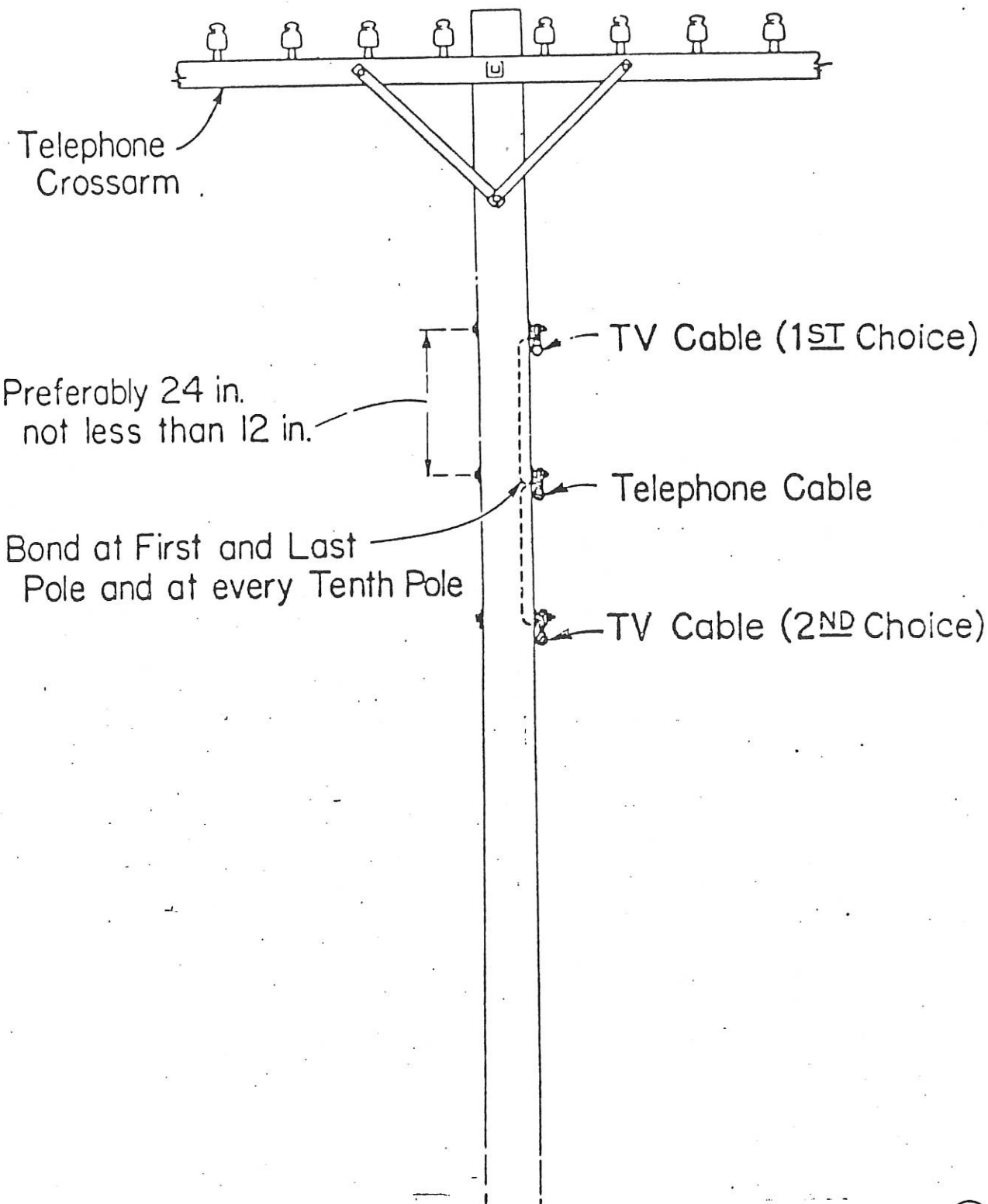
EXHIBIT

(4)

1-1-66

ATTACHMENTS OF TV DISTRIBUTION SYSTEM TO POLES

Telephone Pole Carrying Open Wire or Cable or Both
TV Cable, but no TV Amplifier



EXHIBIT

⑤

1-1-66

A RESOLUTION

AUTHORIZING and directing the Mayor and City Clerk to execute a contract for the joint use of electric utility poles in Burden, Kansas, with Clearwater Cable Vision, Inc.

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

Section 1. That the Mayor and City Clerk are hereby authorized and directed to execute a contract between the City of Winfield, Kansas, and Clearwater Cable Vision, Inc., a Kansas Corporation, for the joint use of electric utility poles in Burden, Kansas, according to contract, a copy of which is attached hereto and made a part hereof by reference thereto as if fully set forth herein.

Section 2. That this resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 5th day of April, 1982.

(SEAL)

ATTEST:


[Signature]
City Clerk

[Signature]
Mayor

Approved as to form:

[Signature]
City Attorney

Approved for Commission action:

[Signature]
City Manager /AB

EXPLANATION OF BILL NO. 8230

Purpose: Joint Use Pole Agreement With Clearwater Cable Vision, Inc., in Burden, Kansas.

Remarks: I have been contacted by Mr. Steve Mikesell of Clearwater, Kansas, and he requested a joint use pole agreement between the City of Winfield and the Clearwater Cable Vision, Inc., that he represents.

His firm is Southern Kansas Telephone Co., and he owns and operates the phone systems in Burden, Dexter, Cambridge, Atlanta, Clearwater and several other small communities. They are now in the Cable Television business under the name of Clearwater Cable Vision, Inc., and are preparing to install and operate a cable system in Burden.

The agreement attached is the same agreement we have with Cowley Cablevision, Inc., of Winfield and Chautauqua Hills Cable, Inc., of Dexter, Kansas, which includes a rental charge of \$3.00 per pole attached per year.

I recommend we adopt the resolution directing the Mayor City Clerk to execute the contract with Clearwater Cable Vision, Inc., for joint use of electric utility poles, owned by the City of Winfield, in Burden, Kansas.

Respectfully submitted,

John W. Elder

John W. Elder
Director of Electric Utility
JWE/ab

Approved for consideration,

David E. Warren
David E. Warren
City Manager

*5 yrs - 10 years
20 " - term*

COMMUNITY ANTENNA POLE ATTACHMENT AGREEMENT

THIS AGREEMENT made this 5th day of April, 1982, between the City of Winfield, Kansas, herein called "Licensor," and Clearwater Cable Vision, Inc., a corporation of the State of Kansas, and having its office in the State of Kansas at Clearwater, herein called "Licensee,"

WITNESSETH:

WHEREAS, Licensee proposes to furnish community antenna television service to persons residing within the city limits of the City of Burden, Kansas as they now exist and as changed from time to time by law, and hereafter referred to as "service area," and in connection therewith will need to install and maintain Licensee's equipment in the area to be served, and desires to attach such equipment to Licensor's poles and

WHEREAS, Licensor is willing to permit, to the extent covered herein, the attachment of Licensee's equipment to Licensor's poles where in its judgement such use will not interfere with or adversely affect Licensor's services or the services of joint users.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1) As used in this agreement:

"Community antenna television service" means the distribution or carriage of television programs or other information or data originating at television broadcast stations or elsewhere and/or obtained off-the-air by licensee's antenna.

"Licensor's poles" means poles owned by Licensor.

"Licensee's equipment" means any facility or equipment of whatever kind owned or controlled by Licensee, including but not limited to aerial wires, drop wires, tap-offs, cables and associated appliances such as amplifiers, power supply equipment and other transmission apparatus used in connection with the operation of Licensee's community antenna television system.

"Joint User" means any public utility, governmental body or other entity which has or hereafter shall be granted, the right to jointly use any pole owned by Licensor, and any owner of poles as to which Licensor is extended joint use attachment privileges, including specifically herein SOUTHERN KANSAS TELEPHONE COMPANY.

GENERAL LOCATION OF AND PURPOSE OF ATTACHMENT

2. The License granted by this agreement is applicable only for the purposes hereinafter stated. This agreement applies within the service area and covers the licensing of space on Licensor's poles for attachment of Licensee's equipment used in providing community antenna television service now

proposed by Licensee. Such service consists of the transmission by the Licensee to his customer of broadcast television programs originated by Licensee or obtained off-the-air by Licensee's antenna located at Lat. 37° 18' 36" , Long. 96° 45' 14" or by means of an antenna tower or towers at distant locations and from which such broadcast program is transmitted to Licensee's community antenna system by relay facilities of the Licensee or others, pursuant to appropriate Federal Communications Commission authorization, and when distributed in conjunction therewith to Licensee's customers, the transmission by the Licensee of other video and audio program material. Licensee shall not use the facilities attached to Licensor's poles for any unlawful purpose.

ATTACHMENTS RENTAL RATES AND BILLING

3. Prior to making any attachment hereunder, Licensee shall submit to Licensor evidence, satisfactory to Licensor, of any necessary consent from federal, state, or other public authorities, or from the owners of private lands and property involved, to construct and maintain Licensee's equipment at the locations of Licensor's poles which it desires to use.

4. Licensee, under this agreement, shall have authority to make attachments to all Licensor's poles which it desires to use provided all such attachments can be made according to the specifications hereinafter established. Licensor shall have the right to inspect the installation

of Licensee's equipment to determine conformity with the specifications for such installation. Licensee shall promptly correct any deficiency in installation found by Licensor's inspection at Licensee's own expense to bring such installation into conformity with the specifications.

5. Licensee shall pay to Licensor, for attachments of Licensee's equipment to Licensor's poles, rental at the rate of \$3.00 per year for each pole contacted, as hereinafter set forth. Rental payments shall be made semi-annually, in advance, on the 15th of January and the 15th day of July of each year. The amount of the advance payment shall be \$1.50 times the number of poles physically contacted on December 15th and June 15th next preceding each payment date. In addition, Licensee shall pay to Licensor, on the 15th day of January of each year, for past occupancy, \$0.75 times the excess, if any, of the number of poles physically contacted on December 15th over the number of poles physically contacted on June 15th, next preceding; and, similarly Licensee shall pay to Licensor on the 15th day of July of each year \$0.75 times the excess, if any, of the number of poles physically contacted on June 15th over the number of poles physically contacted on December 15th, next preceding. Upon termination of this contract, the rental payment shall be prorated for the time of actual occupancy during the final semi-annual period and shall be set off against the advance rental paid by Licensee for that period. Rental shall be payable for poles physically contacted by Licensee without regard to whether service is actually provided

by Licensee through the attached facilities. Adjustments in the amount of the rental payments may be made by Licensor during the term of the contract upon six months' prior written notice to Licensee; however, no increase in rental rates shall be made for a period of five (5) years after the effective date of this agreement. Notwithstanding any other provision of this contract, Licensee may terminate the contract at the end of such notice period if the proposed rate adjustment is not acceptable to Licensee, but Licensee shall remain liable for and shall pay to Licensor the adjusted rental for any attachments which remain in place thereafter.

SPECIFICATIONS

6. Licensee's equipment, in each and every location (including all equipment which is not attached to Licensor's poles but which in any way may result in excessive or improper voltage or current being impressed upon any facilities of Licensor or any other joint user or in any hazard to Licensor's or other joint user's facilities or employees or to the public), shall be erected, installed, maintained, and removed in accordance with the requirements and specifications of the National Electrical Safety Code (Sixth Edition), as amended and revised, regulations or orders now in effect or hereafter issued by any federal or state commission or any other public authority having jurisdiction. Drawings marked "Exhibit 1" to Exhibit 5," inclusive, attached hereto, are descriptive of required construction under some typical conditions where span

lengths are not over one hundred seventy-five (175) feet and voltage between conductors of power facilities does not exceed eighty-seven hundred (8700) volts. All attachments of Licensee shall be placed within the space and at the location designated by the Licensor, however, neither this requirement nor any other contained in this agreement shall relieve Licensee of its sole responsibility and obligation to maintain its facilities in a manner which will insure that proper ground clearances are in existence at all times. Licensor shall specify the type of construction required under any other conditions or circumstances.

Licensee agrees that all distribution cable hereafter used by Licensee in establishing or replacing the outside distribution system will be of the coaxial type and, if flexible, will be of the RG/U type manufactured in accordance with the specifications of the Armed Services Electro Standard Agency, double shielded with double non-contaminating jacket as per American Standards Association specifications for outdoor cables or in the alternative cables with superior shielding qualities. Drops installed by Licensee shall consist of flexible coaxial cable as described above or of similar cable with a single shield and single jacket.

7. Should Licensee attach any of its equipment to poles not covered by this agreement, it shall maintain proper clearance between such equipment and electric power wires and street lighting wires and shall otherwise erect, install, maintain and remove the equipment on such poles in such manner as to satisfy the requirements of Section 6 hereof with respect to safety, good workmanship, and avoidance of hazard.

REPLACEMENT, REARRANGEMENT, AND BILLING

8. If any of Licensor's poles are inadequate to support the additional facilities in accordance with the above specifications and Licensor nevertheless determines that it is willing to permit the attachment of Licensee's equipment to such poles, and if Licensee still desires to make the attachments, Licensor will replace such inadequate poles with suitable poles and Licensee will on demand reimburse Licensor for the nonbetterment portion of the cost and expense thereof incurred by Licensor or joint user, including the increased cost of larger poles, sacrificed life value of poles removed, cost of removal less any salvage recovery and the expense of transferring Licensor facilities from the old to the new poles. Where Licensee's attachments are accommodated on existing poles by rearranging the facilities thereon, Licensee will on demand compensate

Licensors for the full expense incurred by Licensors in rearranging such facilities and for any strengthening of poles by guys, anchors, or other means, to accommodate the attachment of Licensee's equipment. Where Licensors or joint users determine it is necessary or desirable to make changes and rearrangements in their poles and facilities, Licensee at its expense agrees on request to promptly (within 72 hours) rearrange its facilities on such poles or move to new poles provided by Licensors and joint users.

9. All costs, expenses, and capital investment, subject to reimbursement, shall be determined in accordance with the regular and customary methods of determining costs, expenses, and capital investments on the books and records of Licensors used in its public utility business.

10. Bills for changes, rearrangement, engineering, inspections, expenses, and other charges under this agreement other than for attachment rentals shall be payable within thirty (30) days after presentation. Nonpayment of bills shall constitute a default of this agreement.

RESERVATION OF RIGHTS AND INSPECTION

11. No use, however extended, of Licensors' poles, or any payments made under this agreement or other action of Licensee shall create or vest in Licensee any ownership or property rights in Licensors' poles or associated equipment, but Licensee's right therein shall be and remain such as establishes a mere license under the terms of this agreement.

12. Licensor and joint user reserve the right to maintain the poles and to operate their facilities thereon in such manner as will best enable them to fulfill their service requirements. Licensor shall not be liable to Licensee, its customers, or any others, for any interruption to service of Licensee or for any interference with the operation of Licensee's equipment arising in any manner out of the use of Licensor's poles hereunder.

13. Nothing herein contained shall be construed as affecting the rights or privileges previously granted by Licensor, by contract or otherwise, to others not parties to this agreement, to use any poles covered by this agreement; and Licensor and joint users retain the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

14. Licensor, reserves the right to inspect each new installation of Licensee's equipment on Licensor's poles and to make periodic inspections of the entire plant of Licensee; and Licensee shall reimburse Licensor for the expense of such inspections at the prevailing rate of pay at the time of inspection. When inspections, for which this charge is to be assessed, are to be conducted, Licensor will notify Licensee of the time and place of such inspection. The making of such inspections or the omission to do so shall not operate in any way to relieve Licensee or Licensee's insurer of any responsibility, obligation or liability assumed

under this agreement.

RISK OF LOSS, LIABILITY AND INSURANCE

15. Licensee shall exercise special precautions to avoid causing damage to facilities of Licensor and joint users and equipment associated or connected therewith. In the event Licensee, its contractors, agents or employees cause such damage or such damage is caused by the presence of Licensee's equipment on Licensor's poles, Licensee assumes all responsibility for, and agrees promptly to reimburse Licensor and the joint users, in full for all loss and expense occasioned by such damage. Licensee shall make an immediate report to Licensor of the occurrence of any such damage.

16. Licensee shall indemnify, protect, save harmless, and insure Licensor and joint user from and against any and all claims or demands for damages as a result of injury or destruction of property or as a result of injury or death of a person or persons, including payments made under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, installation, maintenance, presence, use, rearrangements, or removal of the attachments of Licensee's equipment to Licensor's poles or by the proximity of the respective cables, wires, apparatus, and appliances of the parties hereto or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's

poles. Licensee shall submit to Licensor evidence of Licensee's insurance coverage in such companies as are satisfactory to Licensor to protect the Licensor from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such claims and demands for damages. The amounts of such insurance shall conform to the requirements established by Charter Ordinance No. 5 of the City of Winfield, Kansas. Licensee shall also submit to Licensor evidence of Licensee's insurance coverage in such form and in such companies as are satisfactory to Licensor to protect the parties hereto from all claims under any Workmen's Compensation Laws in effect that may be applicable to them. All insurance here required shall be furnished by Licensee at its own expense and shall remain in force for the entire life of this agreement.

17. In addition Licensee shall indemnify, protect, save harmless and insure Licensor:

a. With respect to all communications transmitted over Licensee's community antenna television system from and against any and all claims and demands for damages or loss for infringement of copyright, for libel and slander, for business disparagement, for unauthorized use of ideas or confidential material, for unauthorized use or treatment of television broadcast programs, and for unauthorized use or treatment of other program material, and from and against all claims and demands for infringement of patents with respect

to the manufacture, use and operation of Licensco's equipment whether arising from the use of Licensee's equipment in combination with Licensor's poles or otherwise.

b. From and against any and all claims and demands for damages to property and for injury or death of persons which may arise out of or be caused by excessive electrical voltages and currents being conducted over Licensee's equipment, including drop wires, whether resulting from lightning, electric power line current or otherwise and regardless of whether such electrical voltages and currents were also conducted along and through Licensor's cables, wires, conduits, and facilities.

c. From all loss and expense which may result from any claims of governmental bodies, property owners or others that Licensee has not a sufficient right or authority for placing and maintaining Licensee's equipment at the locations of Licensor's poles.

TERM OF AGREEMENT

18. This agreement shall become effective upon the date hereof, provided that unless the Licensee shall have started construction within one hundred eighty (180) days, and shall have completed attachments to at least one hundred (100) of the Licensor's poles within ninety (90) days from the start of construction, this contract shall automatically terminate; provided further, that said period may be extended by written agreement signed by the

parties hereto. In the event Licensee for any reason is unable to furnish service to all of the service area specified herein within three hundred sixty (360) days from the date hereof, Licensor may terminate this agreement as to any portion of the service area not then being served by Licensee (by thirty (30) days written notice to Licensee). If attachment rights are not terminated in accordance with the provisions of other sections of this agreement which provide for such termination, this contract shall remain in effect for a term of twenty (20) years from said date and thereafter continue in effect subject to the right of either party hereto, to terminate this agreement at any time after the end of such term by giving to the other party at least six (6) months' prior written notice of said party's desire to terminate this agreement, in which case this agreement shall terminate six (6) months after the giving of said notice. Within thirty (30) days after the termination of this agreement, as provided in this section, Licensee shall remove Licensee's equipment from Licensor's poles. If not removed within thirty (30) days after the termination date, Licensor shall have the right to remove all of Licensee's equipment remaining attached to Licensor's poles at the cost and expense of Licensee and without any liability to Licensee therefor.

BREACH, DEFAULT, AND TERMINATION

19. Should Licensee for any reason cease to furnish the community antenna television service which this agreement

is designed to facilitate, then and in that event all of Licensee's rights under this agreement shall automatically terminate and Licensee shall remove its equipment from all of Licensor's poles according to the provisions of Charter Ordinance No. 5.

20. Should Licensee, without the prior written consent of Licensor, use any of its equipment attached to Licensor's poles for any service other than that provided for in Section 2 hereof, which is the only service covered by this agreement, such action shall constitute forthwith a breach of this agreement, and Licensor may, at its option, at any time after such breach occurs, forthwith terminate Licensee's attachment rights under this agreement and require Licensee to remove at once all of Licensee's equipment from Licensor's poles. If Licensee does not so remove the equipment, Licensor shall have the right to remove it at the cost and expense of Licensee.

21. Licensee may at any time remove its equipment from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal. No adjustment, prorate or refund of any rental will be due on account of such removal, except as provided in Section 5 hereof.

22. If Licensee shall fail to comply with any of the provisions of this agreement, including the specifications herein before referred to, or shall default in any of its obligations hereunder, including all payments to be made by it, or shall under the terms hereof breach this agreement and

shall fail within thirty (30) days after written notice from Licensor to correct such default, noncompliance or breach, Licensor may, at its option, forthwith terminate in whole or in part Licensee's attachment rights hereunder. Upon such termination, Licensee shall promptly remove its equipment from the pole or poles involved. If Licensee does not so remove the equipment, Licensor shall have the right to remove it at the cost and expense of Licensee or permit its abandonment in place in accordance with the provisions of Charter Ordinance No. 5.

LIEN

23. Should Licensor under any sections of this agreement remove Licensee's equipment from Licensor's poles, Licensor will deliver to Licensee the equipment so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor or joint users thereunder. Licensor and joint users are hereby given a lien on Licensee's equipment attached to Licensor's poles or removed therefrom with power of public or private sale, to cover any amounts due Licensor or joint users under the provisions of this agreement. Such liens shall not operate to prevent Licensor or joint users from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this agreement.

24. Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this agreement or to give notice or declare this agreement or the attachment rights hereunder terminated shall not constitute a general waiver or relinquishment of any terms or conditions of the agreement but the same shall be and remain at all times in full force and effect.

SUCCESSORS AND ASSIGNS

25. This agreement shall not inure to the successors of Licensee nor shall Licensee assign, transfer, or sublet the privileges hereby granted without the prior consent in writing of Licensor. Licensee agrees that it will not grant, sell, rent, loan, or lease to others for any period of time the use of all or any part of Licensee's equipment while attached to Licensor's poles.

26. Subject to the provisions of Section 25 hereof, this agreement shall extend to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, respectively caused this agreement to be duly executed the day and year first above written.

CLEARWATER CABLE VISION, INC

(Name of Licensee)

By

Gordon G. Mikezell

GORDON G MIKESELL

Title

President

THE CITY OF WINFIELD, KANSAS

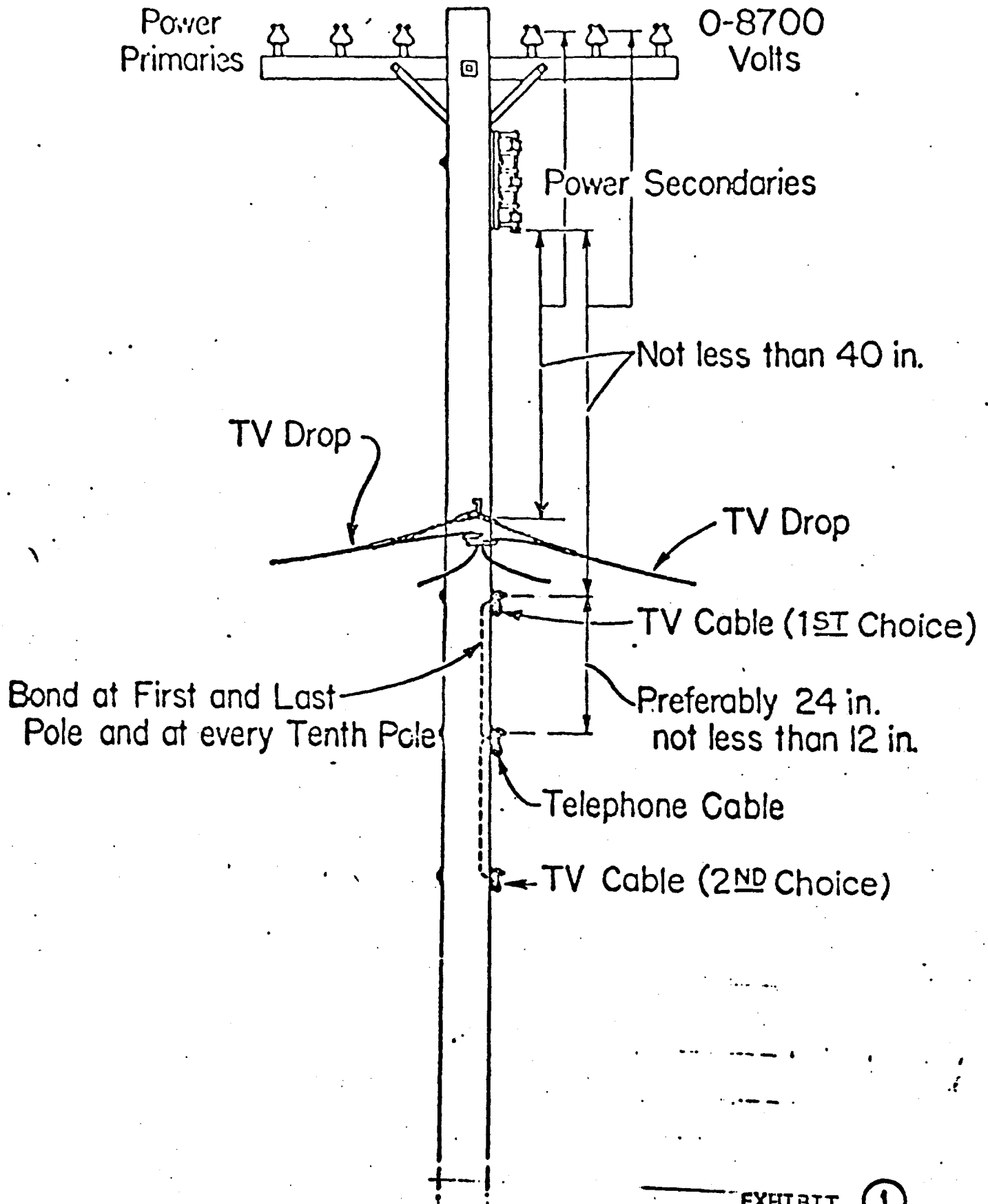
By

William J. Whitson
Mayor

Approved

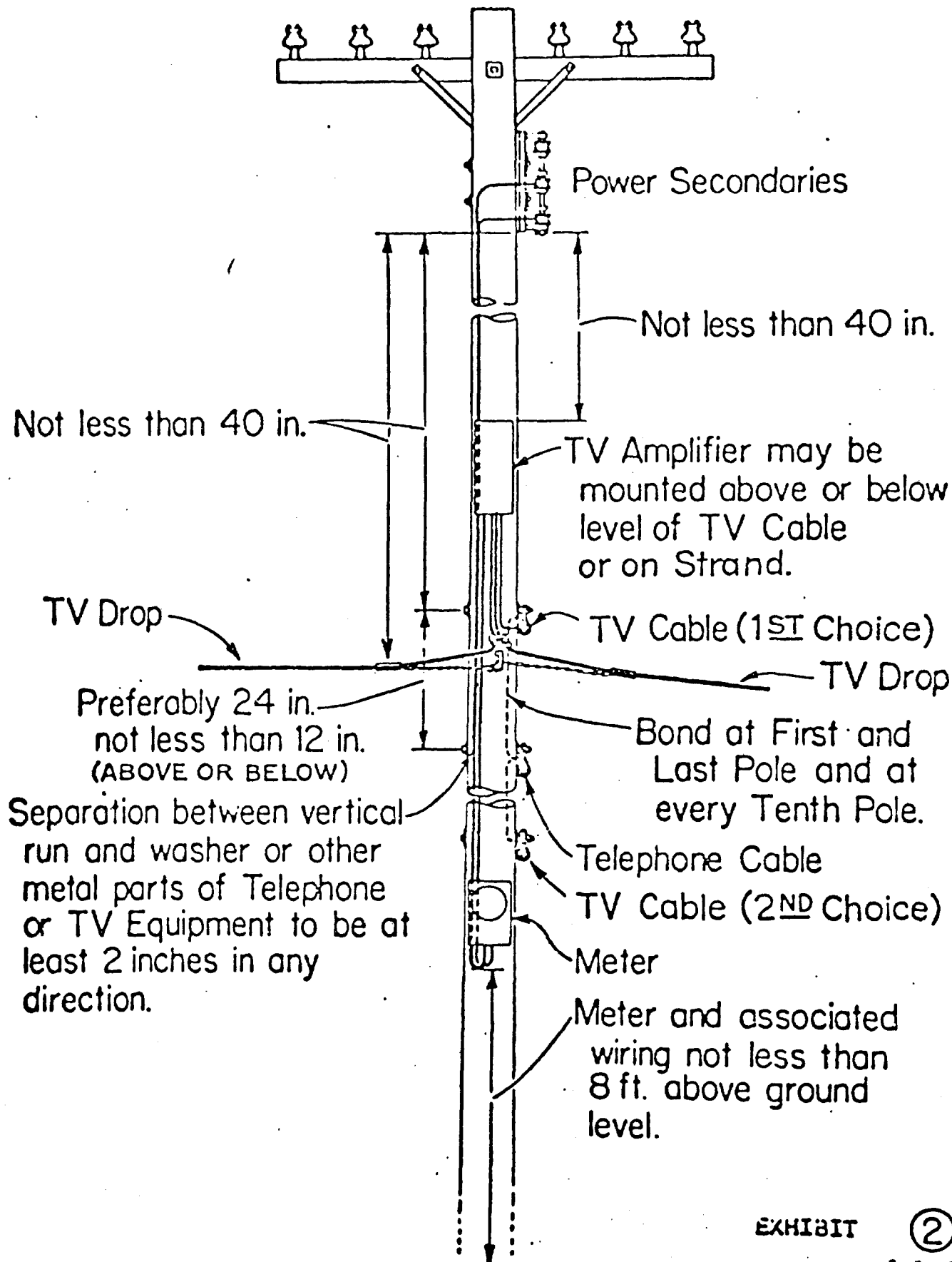
Warren S. Andrews
City Attorney

No Amplifier-No Meter



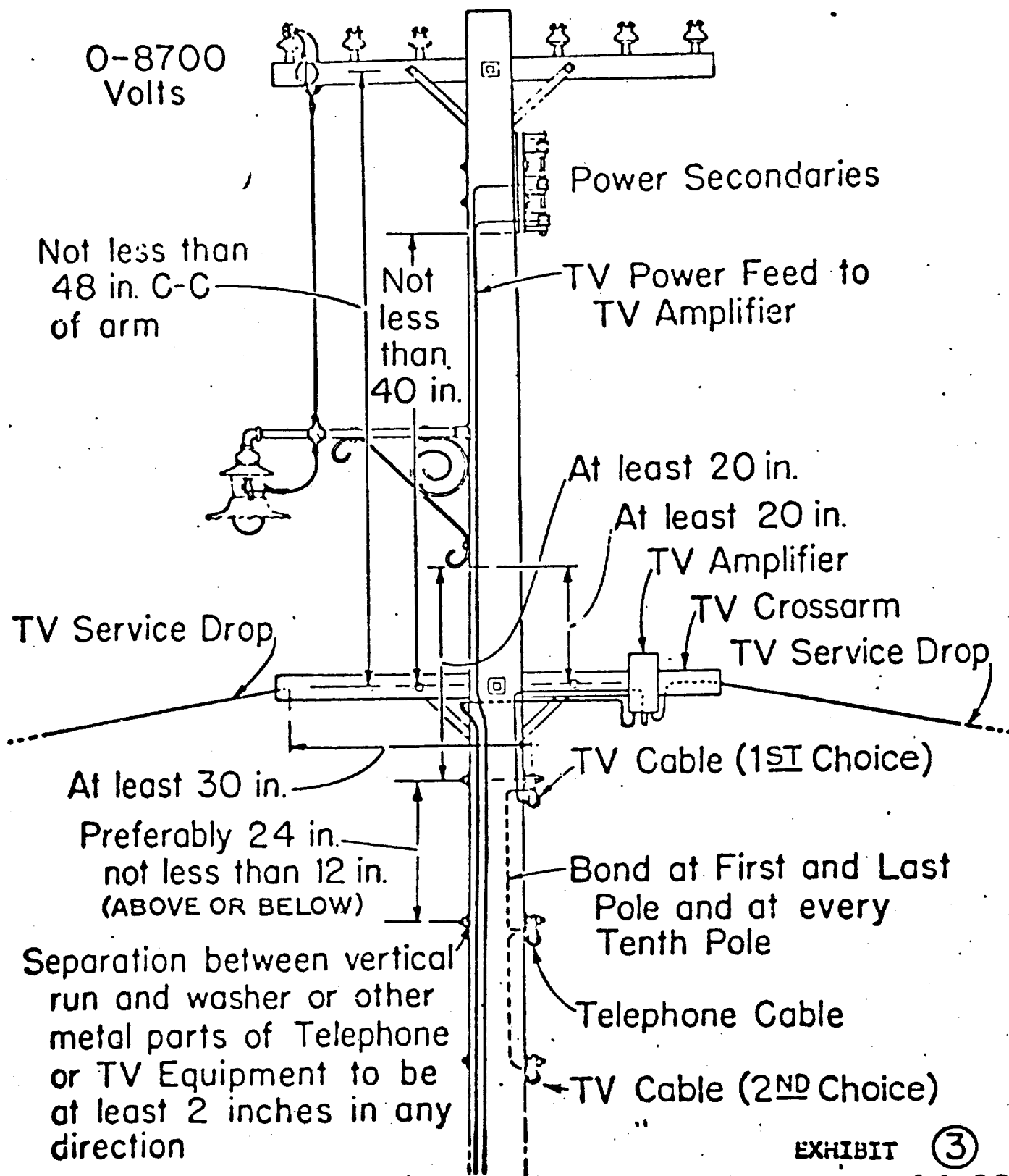
ATTACHMENTS OF TV DISTRIBUTION SYSTEM TO POLES

TV Cable, Amplifier and Meter Mounted on Pole



ATTACHMENTS OF TV DISTRIBUTION SYSTEM TO POLES

TV Cable Mounted on Pole
TV Amplifier Mounted on Crossarm
Electric Light Bracket on Pole



ATTACHMENTS OF TV DISTRIBUTION SYSTEM TO POLES

Telephone Pole Carrying Open Wire or Cable or Both
TV Cable, Amplifier and Drop Wires with Power Lead for TV Amplifier

No required minimum separation. If separation is less than 40 inches however, climbing space to reach conductors at higher level must be provided.

Telephone Crossarm

Not less than 40 in.

Power Lead for TV Amplifier

Separation between vertical run and washer or other metal parts of Telephone or TV Equipment to be at least 2 inches in any direction.

TV Drop Wires may be above or below TV Cable.

Preferably 24 in.
not less than 12 in.
(ABOVE OR BELOW)

TV Cable (1ST Choice)

Bond at First and Last Pole and at every Tenth Pole

Telephone Cable

TV Amplifier may be above or below TV Cable or on Strand.

TV Cable (2ND Choice)

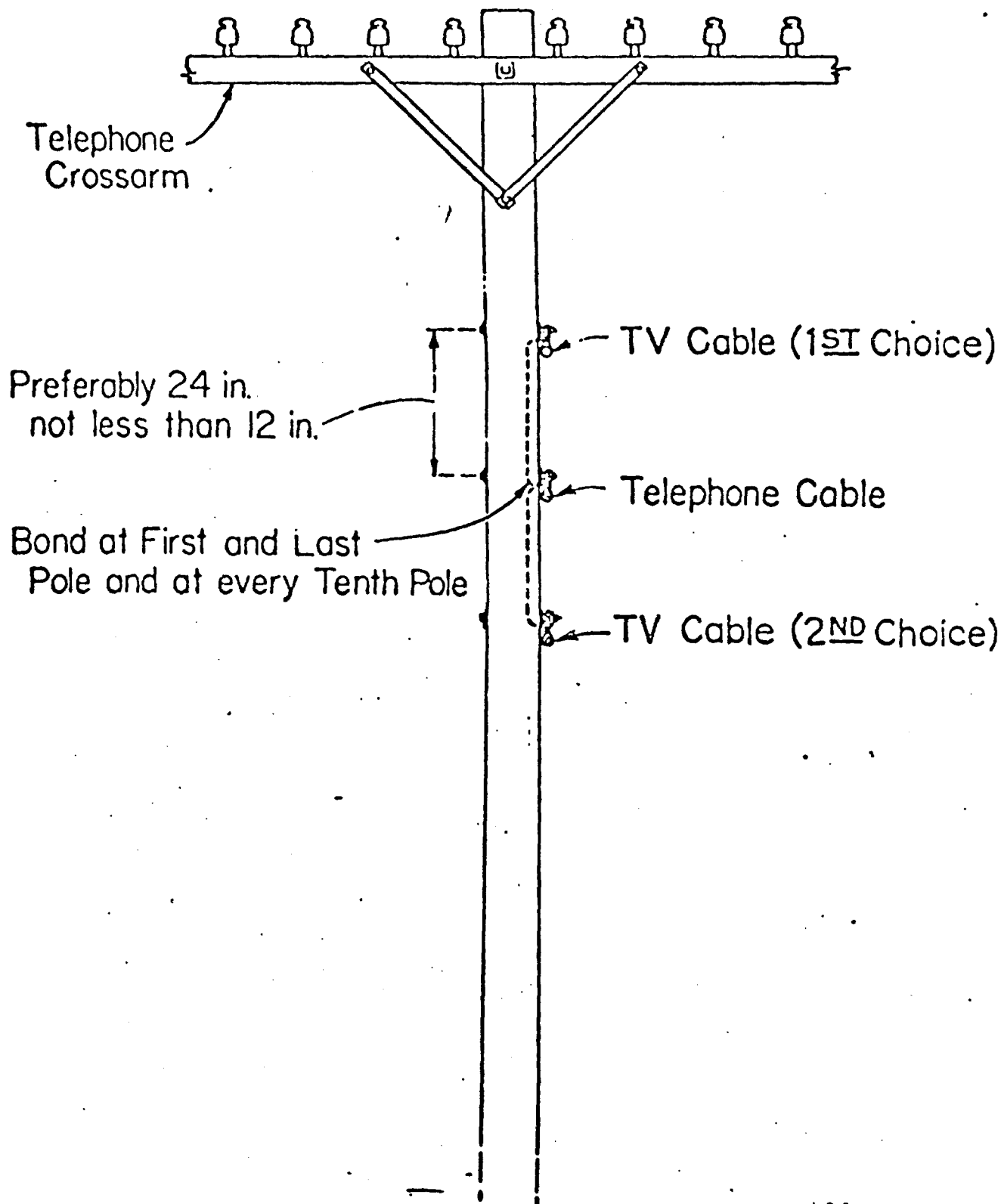
To Meter

EXHIBIT

④

1-1-66

ATTACHMENTS OF TV DISTRIBUTION SYSTEM TO POLES
Telephone Pole Carrying Open Wire or Cable or Both
TV Cable, but no TV Amplifier



EXHIBIT

⑤

1-1-66

THE CITY OF  WINFIELD

ADMINISTRATION
Phone 316-221-2183
200 E. Ninth — P.O. Box 646
Winfield, Kansas 67156

OFFICE OF: Director of Electric Utility

April 7, 1982

Mr. Steve Mikesell
Clearwater Cable Vision, Inc.
112 South Lee Avenue
Clearwater, Kansas 67026

Dear Mr. Mikesell:

Enclosed is an executed copy of the contract and a copy of Resolution No. 2082, authorizing the Mayor and City Clerk to execute the contract for the joint use of electric utility poles in Burden, Kansas.

I would like to point out a couple of changes that I made in the contract that will update and clarify the agreement.

One change was on Page 9 under Section 14, where the inspection rate was \$5.00 per hour. This was changed to read at the prevailing rate of pay at the time of inspection.

The other change appears on Page 12 under Section 18, entitled term of agreement. The original agreement stated to have completed attachments to at least 500 of the licensor's poles and this was changed to read one hundred (100) of the licensor's poles.

I trust these changes will meet with your approval and look forward in working and cooperating with your company in the future.

If you have any questions or need our assistance in your installation, please do not hesitate to contact us.

Very truly yours,



John W. Elder
Director of Electric Utility

JWE/ab
enc.

xc: City Clerk's File (Jane) 
L. C. Asper