

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, June 17, 2024
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Brenda K. Butters
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, June 03, 2024

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2460 – A Resolution – Determining the existence of certain nuisances at 411 W 14th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2461 – A Resolution – Determining the existence of certain nuisances at 221 N Massachusetts St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2462 – A Resolution – Determining the existence of certain nuisances at 221 N Iowa St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2463 – A Resolution – Determining the existence of certain nuisances at 509 E 12th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2464 – A Resolution – Determining the existence of certain nuisances at 601 E 17th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2465– A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in a tract of land in the Northwest Quarter of Section 8, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas.

Bill No. 2466– A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for management services with Winfield Recreation Commission for the purpose of providing professional management services for the Winfield Aquatic Center.

OTHER BUSINESS

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday, July 11, 2024.
-Next regular meeting 5:30 p.m. Monday, July 15, 2024.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
June 3, 2024

The Board of City Commissioners met in regular session, Monday, June 03, 2024 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioner Gregory N. Thompson was also present. Commissioner Ronald E. Hutto was absent. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk; and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Community Development; Trevor Langer, Environmental Inspector; and Gus Collins, Director of Utilities.

City Clerk Richardson called roll and noted Commissioner Ronald E. Hutto as absent, and all other Commissioners present.

Commissioner Thompson moved that the minutes of the May 20, 2024, meeting be approved. Commissioner Butters seconded the motion. With both Commissioners voting aye, motion carried.

PROCLAMATION

Mayor Brenda K. Butters presented a Proclamation to Abby Shull, 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. Mayor Butters opened a public hearing to consider condemnation of the structures at 1017 E 9th Ave. Brianna Brooks and Daniel Brooks, owners, appeared to ask questions about the process and explain their intentions with the property. With no one else appearing, Mayor Butters closed the public hearing.

BUSINESS FROM THE FLOOR

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

NEW BUSINESS

Bill No. 2456 – 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. Director of Public Improvements Steward explains this Resolution sets a time of thirty days for the owner to present a written plan, 14 days to secure the property, then 120 days to take action on the property and allows the City to move forward on the property after that time. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2456 was adopted and numbered Resolution No. 5224.

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. Director of Utilities Collins explains this Resolution awards an agreement to Henderson Tree Care to complete our 2024 annual Tree Trimming/Vegetation Control project on the 29-mile transmission line in the amount of \$65,600. Upon motion by Commissioner

Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2457 was adopted and numbered Resolution No. 5324.

Bill No. 2458 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Small Town Roots Festival) City Manager Wall explains this Resolution authorizes the sale, possession and consumption of alcoholic liquor or cereal malt beverage in Island Park during an outdoor concert, a special event, from 8:00 am to 11:59 pm, on June 15, 2024, in Island Park. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2458 was adopted and numbered Resolution No. 5424.

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. City Manager Wall explains this Resolution will approve 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. Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, Bill No. 2459 was adopted and numbered Resolution No. 5524.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Butters, both Commissioners voting aye, the meeting adjourned at 5:46 p.m.

Signed and sealed this 5th day of June 2024.

Signed and approved this 17^h day of June 2024.

Tania Richardson, City Clerk

Brenda K. Butters, Mayor



Request for Commission Action

Date: June 17th, 2024

Requestor: Trevor Langer, Environmental Inspector

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

411 W 14th Ave: wood, scrap metal, garbage, and debris.

221 N Massachusetts St: wood, appliances, scrap metal and debris.

221 N Iowa St: wood, limbs, rubbish, debris, rubber, and garbage.

509 E 12th Ave: rubbish, and garbage.

601 E 17th Ave: limbs, garbage, and debris.

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

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

Attachments:

Nuisance Resolution – 411 W 14th Ave - 1 Photo

Nuisance Resolution – 221 N Massachusetts St - 1 Photo

Nuisance Resolution – 221 N Iowa St - 1 Photo

Nuisance Resolution – 509 E 12th Ave – 1 Photo

Nuisance Resolution – 601 E 17th Ave – 1 Photo

Request for Commission Action
411 W 14th Ave -



Request for Commission Action
221 N Massachusetts



Request for Commission Action
221 N Iowa St



Request for Commission Action
509 E 12th Ave



Request for Commission Action
601 E 17th Ave





A RESOLUTION

DETERMINING the existence of certain nuisances at 411 W 14th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City's inspector, on or about the 4th day of March 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: TONYA GREER
320 IOWA ST
WINFIELD, KS 67156

Occupant: VACANT
411 W 14TH AVE
WINFIELD, KS 67156

Legal Description: ROBINSONS ADD, BLOCK 54, LOT 4-6

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

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

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

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

ADOPTED this 17th 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

A RESOLUTION

DETERMINING the existence of certain nuisances at 221 N Massachusetts St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City's inspector, on or about the 13th day of February 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: CAROL COON
PO BOX 24
WINFIELD, KS 67156

Occupant: MICHAEL HARPER
Property Address: 221 N MASSACHUSETTS ST
WINFIELD, KS 67156

Legal Description: HIGHLAND PARK, BLOCK 31, N1/2 LOT 6

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

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

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

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

ADOPTED this 17th 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

A RESOLUTION

DETERMINING the existence of certain nuisances at 221 N Iowa St in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City's inspector, on or about the 15th day of November, 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: JAMES MARLER
221 N IOWA
WINFIELD, KS 67156

Occupant: VACANT
Property Address: 221 N IOWA
WINFIELD, KS 67156

Legal Description: HIGHLAND PARK, BLOCK 37, N30 LOT 5 & ALL LOT 6

Nature of Nuisance: A nuisance consisting of wood, limbs, rubbish, debris, rubber, and garbage in front, side, and rear yards creating an unsightly appearance and/or harborage for vermin.

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

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

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

ADOPTED this 17th 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

A RESOLUTION

DETERMINING the existence of certain nuisances at 509 E 12th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City's inspector, on or about the 19th day of September 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: HELEN SAMMS
509 E 12TH AVE
WINFIELD, KS 67156

Occupant: HELEN SAMMS
Property Address: 509 E 12TH AVE
WINFIELD, KS 67156

Legal Description: C F MARTIN'S SUBDIVISION, BLOCK 212, LOT 4

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

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

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

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

ADOPTED this 17th 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

A RESOLUTION

DETERMINING the existence of certain nuisances at 601 E 17th Ave in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

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

WHEREAS, the City's inspector, on or about the 25th day of March 2024 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

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

Owner: SMS LLC
5 BERWICK CT
WINFIELD KS 67156

Occupant: ABIGAIL FLEMMING
Property Address: 601 E 17th AVE
WINFIELD, KS 67156

Legal Description: LOOMIS 2nd ADD, BLOCK 237, LOT 1

Nature of Nuisance: A nuisance consisting of a large accumulation of limbs, garbage, and debris in lot creating an unsightly appearance and/or harborage for vermin.

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

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

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

ADOPTED this 17th 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



Request for Commission Action

Date: June 12, 2024

Requestor: Taggart Wall, city manager

Action Requested: Consider approval of an easement for the Tie Switchyard from the City of Winfield to Gridliance High Plains, LLC.

Analysis: The attached easement is approximately 5 acres near Country Club Rd. and US 77. The easement is for the development and use of the are for electric transmission purposes.

Fiscal Impact: The cost of the easement is negligible as the asset will be included in rate base as an asset of our total plant. The City, together with our consultant and energy attorney, analyzed different options to capitalize the property including a long term lease, lump sum payment or including in the rate base. The result of that review indicated that the best option was to include the property in the rate base to allow for the greatest return.

Attachments: Resolutions and easement.

A RESOLUTION

ACCEPTING and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across real estate in a tract of land in the Northwest Quarter of Section 8, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

WHEREAS, said easement has been successfully negotiated.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to convey a certain permanent easement in Cowley County, Kansas, granted by the City of Winfield, Kansas, a municipal corporation in Cowley County, Kansas, to Gridliance High Plains, LLC., necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

A tract of land in the Northwest Quarter of Section 8, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas described as:

Beginning at the Northwest corner of the Northwest Quarter of Section 8, Township 33 South, Range 4 East, thence East, parallel to the North line of said Northwest Quarter of Section 8, 450 feet; thence South, parallel to the West line of the Northwest quarter, 475 feet; thence West, parallel with the North line of the Northwest Quarter of Section 8, 450 feet to the West line of said Quarter section; thence North along the West line of said Quarter section, 475 feet to the point of beginning.

Said parcel contains 5 acres, more or less, and is subject to easements, reservations and restrictions of record.

Section 2. The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

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

ADOPTED this 17th day of 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

PERMANENT EASEMENT

The City of Winfield, Kansas, a municipal corporation, owner, in consideration of the benefits to be obtained from the access to utility infrastructure which are the subject of this easement, payment of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to Gridliance High Plains LLC, grantee, a permanent access easement and right-of-way for the purpose of installation, construction, maintenance, repair, and removal of utilities and necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

A tract of land in the Northwest Quarter of Section 8, Township 33 South, Range 4 East of the 6th P.M., Cowley County, Kansas described as:

Beginning at the Northwest corner of the Northwest Quarter of Section 8, Township 33 South, Range 4 East, thence East, parallel to the North line of said Northwest Quarter of Section 8, 450 feet; thence South, parallel to the West line of the Northwest quarter, 475 feet; thence West, parallel with the North line of the Northwest Quarter of Section 8, 450 feet to the West line of said Quarter section; thence North along the West line of said Quarter section, 475 feet to the point of beginning.

The amount of money as set forth herein is in full payment for the use of said property and the undersigned releases the grantee from any claims for damages for acts or omissions pertaining to the purpose as set forth herein except for negligence on the part of said grantee. There are no other agreements, oral or written, between the parties except as set forth herein.

This easement is binding upon the heirs, executors, administrators, successors, trustees, and assigns of the parties hereto.

Dated this _____ day of _____, 2024.

STATE OF KANSAS, COWLEY COUNTY, SS.

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared _____ to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

Notary Public

My commission expires:



Request for Commission Action

Date: June 12, 2024

Requestor: Taggart Wall, city manager

Action Requested: Consider approval of an agreement between the City of Winfield and the Winfield Recreation Commission for management of the Winfield Aquatic Center.

Analysis: The attached agreement is the result of months of negotiation between the two organizations regarding the future management of the Winfield Aquatic Center. Since opening in 1998, the WAC has been 100% operated by the City of Winfield. Over that time period, the City has benefited from long tenure management employees who have maintained summer seasonal employment year after year. With the retirement of that management team pending for 2025, the City began exploring the option of partnering together with the WRC for management of the WAC. The partnership provides a unique opportunity for the development of water based programming year round not only at our outdoor facility, but also at the indoor facility located at Southwestern College and managed by the WRC.

The agreement transfers management of the facility to WRC with contract management oversight held by the City. The City will still own, maintain and operate much of the facility including the purchase of certain materials and supplies such as chemicals and utilities as well as mowing etc. Each party has defined conditions and responsibilities in the agreement.

Fiscal Impact: The agreement calls for three fees including an oversight fee, management fee and an operational expense fee. These fees were developed based off of long-standing historical WAC budget expectations. A goal of the City was to not see marked increase in the cost of the facility through the transfer of management, This agreement accomplishes that. The planned budget expenditures are not outside normal expected budget expenditures for the operation.

Attachments: Resolution and agreement.

A RESOLUTION

AUTHORIZING the City Manager of the City of Winfield, Kansas to execute an agreement for management services with Winfield Recreation Commission for the purpose of providing professional management services for the Winfield Aquatic Center.

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

Section 1. The City Manager of the City of Winfield, Kansas is hereby authorized and directed to execute an agreement for management services with Winfield Recreation Commission for the purpose of providing professional management services for the Winfield Aquatic Center.

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

ADOPTED this 17th 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

**WINFIELD AQUATIC CENTER
MANAGEMENT AND OPERATION AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____ by and between:

THE CITY OF WINFIELD, KANSAS, a municipal corporation existing under the laws of the State of Kansas (the "City");

and

THE WINFIELD RECREATION COMMISSION, a quasi-municipal corporation existing under the laws of the State of Kansas (the "WRC").

WHEREAS, the City has developed the Winfield Aquatic Center together with its associated facilities (collectively the "Facility"); and

WHEREAS, the City has designated an employee to serve in the role of Contract Manager, and

WHEREAS, the City and the WRC have agreed upon the terms under which the latter will operate the Facility and perform other related services, asset out below;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

- 1. Duties of the WRC.** The WRC shall manage and operate the Facility on behalf of the City, including but not limited to performance of the following functions, all in accordance with the terms of this Agreement:
 - a. Employ a full-time Facility manager and all personnel deemed necessary by the WRC for safe and efficient operation of the Facility throughout the swim season.
 - b. Design and coordinate a comprehensive aquatics program outside of the general public swim times, including but not limited to swim lessons, water exercise sessions, swim meets, swim team practices, and facility rentals.
 - c. Assist the City in preparing the Facility for operation prior to opening of the Facility, and closing the Facility at the end of the Swim Season. Such assistance for opening the Facility shall include cleaning the water attractions, monitoring water and chemical levels; and for closing the Facility shall include draining pools, cleaning water attractions and storing equipment.
 - d. Routine daily cleaning and maintenance of the Facility, except as provided in item 2.
 - e. Collect all admissions, rentals and other revenue generated from operation of the Facility, excepting only concession revenues, according to a fee schedule established by the City's comprehensive fee schedule, and account for all such revenues, including concessions, in an Aquatic Center Fund established pursuant to section 7 of

this Agreement. The City may update the Fee Resolution at any time and will notify the WRC of any changes. The WRC shall not waive any fee, rental or other charge, other than daily passes, without prior consent of the Contract Manager. Daily pass giveaway guidelines are established by the City and attached hereto as Exhibit 1. If the Renter cancels Agreement less than 1 days prior to the rental date, no refund will be issued. In the event Winfield Aquatic Center cancels a rental due to inclement weather or other unforeseen events, a full refund or reschedule date will be provided unless the Renter desires to move forward despite warning from management about possible pending inclement weather. Season passes are non-refundable. The WRC will exercise discretion in exceptional circumstances or consult with the Contract Manager, as needed.

- f. Maintain the Facility in a safe and sanitary condition, in accordance with the National Recreation and Park Association Aquatic Facility Operator (AFO) or other nationally recognized standards for operation, take such action as deemed necessary from time to time to protect the public from any unsafe conditions or equipment, and immediately notify the City, in writing, of any such action.
- g. Provide for repair or pay for damages to the Facilities, where said damage is caused by WRC negligence.
- h. Comply with the Red Cross or other nationally recognized standards for lifeguards.
- i. Establish and implement safety rules appropriate to the age and swimming skills of the patrons.
- j. Comply with all laws and regulations promulgated by all governmental bodies or agencies having jurisdiction over the Facility or its use.
- k. Establish and implement a program for reporting accidents and injuries which occur in or around the Facility. Such reports shall include all relevant data, including but not limited to identity of the person or persons involved as well as all witnesses; the nature and severity of all injuries; the nature and extent of treatment rendered; and a complete description of any condition of the pool or the surrounding area that appears to have caused or contributed to the accident or injury. In the event any condition requires emergency response or appears to require medical attention, the WRC shall notify the Contract Manager not later than the next business day.
- l. Evaluate the Facility annually and make recommendations to the City for maintenance, upgrades or modifications within 30 days following the last day of the swim season.
- m. Prepare and submit an operating budget for the current swim season and a proposed operating budget for the next calendar year to the Contract Manager by March 1 of each year. The City shall review the same and approve the budget as presented or make such amendments, as deemed appropriate. Such operating budget shall include the purchase of uniforms, equipment, supplies, and all other expenses anticipated by the WRC in connection with its performance under this Agreement. The WRC shall operate the Facility within the approved operating budget or as subsequently amended by the City.
- n. Track a report of attendance each week the facility is open. This report will provide attendance data as an annual side-by-side comparison with prior years. This report shall be made available to the Contract Manager upon request.
- o. Create and maintain management practices that fully utilize the Facility and create a

friendly and cordial atmosphere for the mutual enjoyment of all citizens.

- p. Provide copies of all records pertaining to the Facility to the City prior to releasing such records to any other party with the exception of items provided to the WRC Board.
- q. Perform the following tasks and services at no additional cost to the City or the Aquatic Park Fund:
 - 1) Preseason promotion and sales;
 - 2) Registration and scheduling;
 - 3) Pre-season staff orientation and training;
 - 4) Lifeguard recruitment and training;
 - 5) Lifeguard CPR, First Aid, and AED training;
 - 6) Bookkeeping for admissions and rentals;
 - 7) Staff in-service meetings;
 - 8) Swim lesson promotion and registration;
 - 9) Water exercise and programs promotion and registration;
 - 10) Review and coordinate with City staff the update of the website. Coordinate social media promotion.
 - 11) Pool chemical application, testing and adjustments; and
 - 12) Year-round staff support for registration, information, and telephone inquiries;
- r. Maintain insurance in accordance with Section 12 of this Agreement. Worker's compensation can only be paid for out of the Aquatic Center Fund for the months that the employee works at the Facility.
- s. Serve as the primary contact for special event requests and scheduling subject to approval by the Contract Manager. The WRC will provide a calendar of said events to the Contract Manager upon request
- t. Direct Facility staff to park their personal vehicles in the overflow parking lots, except as otherwise designated.

2. Duties of the City. The City shall:

- a. Designate the Director of Public Improvements as the City's Contract Manager, to whom WRC representatives should direct all communications regarding administration, implementation or interpretation of this agreement.
- b. In consultation with the WRC, establish all fees and charges to be made for use of all or any part of the Facility.
- c. In consultation with the WRC, establish hours of operation for the Facility.
- d. Prepare the Facility for operation two weeks prior to scheduled opening each year with the assistance of the WRC as provided in §1, and close, secure and winterize the Facility at the end of the swim season. Preparation of the Facility shall include a comprehensive safety inspection of the Facility, including all associated equipment and public and work areas.
- e. As part of opening preparations, provide the initial fill of all pools at no cost to the WRC.
- f. Maintain the Facility's parking areas and mow the grass inside and outside the Facility.
- g. Service and maintain the Facility's disinfection systems, except as otherwise provided in §1 hereof.
- h. As necessary, in its sole discretion, provide for repair or replacement of all buildings

or other structures and filtering equipment, sanitizing equipment, plumbing, electrical equipment, and all other equipment included within the Facility.

- i. Market all naming rights and sponsorship signage and facility sponsorship and retain all associated revenue from said marketing and sponsorship activities.
- j. Pay the WRC at January 10, an annual management fee equal to 40% of the salary and benefits of the aquatics manager plus \$6,000 and at March 1 an operational expense fee of \$52,083..

3. Shared Duties of the WRC and City,

- a. Both the WRC and City shall jointly perform comprehensive safety inspections of the Facility, including all associated equipment and public and work areas, before opening the facility and following closure of the Facility each season.
- b. Facility rental fees may be waived by the City Manager for WRC-sponsored special events scheduled for times other than normal operating hours provided that plans are submitted to the Contract Manager well in advance and provided that the plans include provision for payment of costs of operating the event.

4. News Media Contacts. Inquiries by or to the news media that fall outside of the contents of the WRC's routine press releases concerning special events shall be handled in the following manner:

- a. The City shall be the sole point of contact for all news media coverage regarding the Aquatic Center or otherwise informing the public about the Facility. The City shall provide a copy of all news releases concerning Winfield Aquatic Center for review and comment prior to dissemination to news media organizations.
- b. The WRC shall refrain from initiating contacts with the news media concerning operation of the Facility, except with the express approval of the Contract Manager, and refers all contacts from the news media concerning operating of the Facility to the Contract Manager.
- c. The WRC and City shall work together to develop talking points for City staff to use in responding to emergency situations and on-the-spot questions from patrons or news media about facility safety.

5. The Swim Season. The swim season for the Facility shall open each year no later than the Saturday prior to Memorial Day and close the second Sunday of August. Hours of operation shall be: 1:30 p.m. - 7:00 p.m. daily in May, June and July: except Mondays and Wednesdays (close at 6:00)

1:30 p.m. - 6:00 p.m. daily in August

5:00 p.m. - 7:00 p.m. Thursday and Friday only, Twilight Hours

Main Pool or Splash Pad or Combination parties available M-F 7:00 p.m. -9:00 p.m.

The WRC shall operate the Facility in accordance with such schedule; provided, that the WRC may request modification of the schedule based upon patronage, weather and other relevant factors. No such modification shall be effective until approved by the Contract Manager.

- 6. Closing of Aquatic Park.** Notwithstanding the established swim season schedule, the WRC may close the Facility under the following circumstances:
- a. **Swim Meets.** The WRC shall restrict usage of the Facility for the purpose of conducting competitive swim meets for the Winfield Swim Club for not more than 5 days during the season not counting days for championship meets. Evening meets, which shall close the lap pool at 3:45 p.m. WRC will contract for swim meets and practices using a rate schedule set by the City of Winfield.
 - b. **Safety.** The WRC may close all or any part of the Facility if conditions become hazardous to Facility patrons; the Contract Manager shall be notified immediately by email of such closure.
 - c. **Inclement Weather.** The WRC may close the Facility at any time due to inclement weather, with or without notice to the City.
 - d. **The City may close all or any part of the Facilities under the following circumstances:**
 - 1) **Maintenance and Repairs.** The City may close the Facility in total or in part due to planned renovations and repairs or unforeseen conditions that render the park unsafe or unusable, including utility service failures or outages.
- 7. Aquatic Center Fund.** The WRC shall maintain in its books and accounts a fund to be known as the Aquatic Center Fund (the "Fund"), The Fund shall be segregated and maintained separate and apart from all other funds of the WRC. All revenues derived from admissions, rentals, and other operations of the Facility shall be accounted for separately and apart from other operations of the WRC, and deposited into the Fund. All expenses incurred by the WRC in managing and operating the Facility shall be accounted for separately and apart from other operations of the WRC, and paid from the Fund; provided, that except as herein expressly authorized, all expenses attributable to upper level WRC staff oversight of the facility, WRC bookkeeping staff, and year round staff support needed for various inquiries shall be the responsibility of and paid by the WRC and may not be paid from the Fund. The oversight fee may be transferred out of this Fund and to WRC general funds. The City shall pay the WRC at January 10, an annual management fee equal to 40% of the salary and benefits of the aquatics manager plus \$6,000 oversight fee and at March 1 an operational expense fee of \$52,083 On or before December 15 of each year, or promptly upon earlier termination of the Agreement, a final accounting shall be completed for operational expenses with up to a 5% overage allowed for the budgeted operational expenses, as set forth above and not to include the aquatics manager, to be reimbursed by the City. Any overages above the 5% cap shall be the responsibility of the WRC. Any positive balance remaining in the Fund shall be transferred to the City. The City may, at its own expense, audit the Fund at any time.
- 8. Term of Agreement.** The term of this Agreement shall commence upon its execution by both parties and terminate on December 31, 2025; provided that either party may terminate this agreement upon written notice to the other, given not later than October 15. Any requests for changes to the contract should be made in writing to the other party prior to September 30. WRC and City staff will discuss changes at an annual season review meeting held on or no later than October 31. The WRC shall present the mutually agreed upon recommendations at its November board meeting, and the City shall present to the City Commission prior to December 31 of each year.

9. Financial Accounting and Reporting Requirements.

- a. On or before the 15th day of the months of June, July, August, and September, the WRC shall provide a monthly report of Facility revenues and expenses, including year-to-date revenues and expenses, to the City Finance Director.
- b. On or before the 15th day of December each year during which this Agreement is in force, the WRC shall provide the City a complete accounting of all revenue derived from and expenses attributable to operation of the Facility during such year.
- c. The WRC shall, promptly after it becomes available, provide the City a copy of the WRC's audit for the preceding year, including any management letters identifying significant deficiencies or material weaknesses in internal controls.
- d. On or before the 1st day of December each year, the WRC shall provide an annual report of Facility operations to the City, including a season overview and highlights, weather impact report, attendance report, a profit and loss statement, and such other information as the WRC deems appropriate or the City specifically requests. Said annual report shall include a longitudinal component to compare data points to the past three years of similar data.

10. Nondiscrimination. During the performance of the Agreement, the WRC shall not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bona fide occupational qualification.

11. Application of Kansas Tort Claims Act. Each party is a governmental entity within the meaning of the Kansas Tort Claims Act (KTCA), K.S.A. 75-6101 et seq., and the liability of each for the acts or omissions of its officers, employees and agents shall be determined pursuant to the provisions of the KTCA. Neither party shall be deemed to have waived any defense, immunity, or limitation of liability available to it under the provisions of the KTCA, whether against the party hereto or any third party.

12. Insurance. The City shall purchase and maintain in force property for the buildings and contents and liability insurance covering the Facility and to protect WRC from claims, damages, or liability resulting from the errors, acts, or omissions of City, its agents, officers, employees and subcontractors in the performance of its obligations under this Agreement. The City shall name the WRC as an additional insured on its liability insurance and a copy of such policy shall be sent to the WRC prior to commencement of the swim season.

The WRC shall purchase and maintain in force during the term of this Agreement the following insurance with policy limits as hereinafter set forth to protect the City from claims, damages, or liability resulting from the errors, acts and omissions of WRC or WRC's agents, officers, employees and subcontractors in the performance of its obligations under this agreement.

Commercial General Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Personal & Adv Injury
\$2,000,000 General Aggregate
\$2,000,000 Products - Completed/Operation Aggregate

Worker's Compensation - Statutory
\$500,000 Each Accident
\$500,000 Disease - Policy Limit
\$500,000 Disease - Each Employee

Prior to each swim season during the term of this Agreement, WRC shall provide the Contract Manager with satisfactory Certificates of Insurance with City named as an additional Insured on the liability policy. Insurance policies applicable hereto shall contain a provision that provides the City shall be given thirty (30) days' written notice by the insurance company before such policy is substantially changed or cancelled.

- 13. Assignment.** This Agreement shall not be assigned by either party, except with the express written consent of the other.
- 14. Limitations of Duties.** By entering into this Agreement, the WRC makes no representations regarding the structures at the facility, or repair and replacement of the structures located at the Facility.
- 15. Relationship of Parties.** Nothing In the Agreement shall be construed to create or imply an agency, partnership or joint venture between the parties hereto, nor shall any officer employee or agent of the WRC or City be deemed to be an officer, employee or agent of the other for any purpose.
- 16. Resolution of Disputes.** All disputes concerning the application or interpretation of the Agreement shall be resolved by agreement of the WRC Superintendent and the Contract Manager; provided, that disputes which are not so resolved, shall be presented to and decided by the City Manager; the City Manager's decision shall be final and conclusive upon the parties.
- 17. Binding Effect.** This agreement shall be binding upon and inure the benefits of the parties and their respective successors and assigns.
- 18. Addresses.** For the purposes of this agreement, all notices required herein shall be made in writing and all payments shall be made to the addresses of the parties as follows:

City Manager
City of Winfield
200 E 9th Ave.
Winfield, KS 67156

Winfield Recreation Commission
624 College St.
Winfield, KS 67156

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF WINFIELD

WINFIELD RECREATION COMMISSION

Taggart Wall, City Manager

Troy Moree, WRC Supt.

DRAFT

Exhibit1

Winfield Aquatic Center Giveaway Guidelines

- A. All requests must be submitted in writing using a form provided by the WRC. Requests will be evaluated on a first-come, first-served basis and must qualify in one of two categories, as follows:
 - 1. Charitable Events/Organizations
 - a. To qualify, there must be a direct benefit to the charity or non-profit.
 - b. Up to 100 tickets may be given away.
 - c. A maximum of 20 tickets may be given away per request.
 - d. Only one request per year is allowed per organization.
 - 2. Education
 - a. Requests from accredited public and private education facilities will be considered.
 - b. 100 tickets will be designated for applicants from Winfield Public Schools
 - c. A maximum of 20 tickets may be given away per request.
- B. Free events shall be authorized for the following:
 - 1. One designated event for City residents
 - 2. Employees of the City, and their families

FUND	ACCOUNT	ACCOUNT DESCRIPTION	2025 DRAFT	WRC	CITY
001		Aquatic Center Fees	\$ 45,000.00	\$ 45,000.00	\$ -
001		Concession Sales	\$ 20,000.00	\$ 20,000.00	\$ -
TOTAL REVENUE			\$ 65,000.00	\$ 65,000.00	\$ -
001	001.50.037.00000.000.511200	OVERTIME WAGES	\$ -	WRC	CITY
001	001.50.037.00000.000.511300	WAGES-OTHER EMPLOYEES	\$ 115,000.00	\$ 115,000.00	
001	001.50.037.00000.000.515100	FICA	\$ 8,000.00	\$ 8,000.00	
001	001.50.037.00000.000.515200	KPERS CONTRIBUTIONS	\$ -	\$ -	
001	001.50.037.00000.000.515500	UNEMPLOYMENT INSURANCE	\$ 275.00	\$ 275.00	
001	001.50.037.00000.000.515800	WORKERS COMPENSATION	\$ 1,700.00	\$ 1,700.00	
001	001.50.037.00000.000.515990	WAGES REIMBURSEMENT	\$ -	\$ -	
001	001.50.037.00000.000.516100	CELL PHONE ALLOWANCE	\$ -	\$ -	
001	001.50.037.00000.000.516200	CAR ALLOWANCE	\$ -	\$ -	
Total 51 PERSONNEL SERVICES			\$ 124,975.00	\$ 124,975.00	\$ -
001	001.50.037.00000.000.521700	CONTRACTUAL SVCS-BLDGS/GROUNDS	\$ 1,000.00		\$ 1,000.00
001	001.50.037.00000.000.521900	CONTRACTUAL SVCS-OTHER EQUIP	\$ 1,000.00		\$ 1,000.00
001	001.50.037.00000.000.522400	MEDICAL SERVICES	\$ 2,000.00	\$ 2,000.00	
001	001.50.037.00000.000.522700	OTHER PROFESSIONAL SERVICES	\$ 2,000.00	\$ 2,000.00	
001	001.50.037.00000.000.522810	CREDIT CARD FEES			
001	001.50.037.00000.000.523100	ADVERTISING COSTS	\$ -		
001	001.50.037.00000.000.524600	TRAVEL EXPENSES	\$ 500.00	\$ 250.00	\$ 250.00
001	001.50.037.00000.000.524700	TRAINING/CONFERENCE FEES	\$ 1,500.00	\$ 750.00	\$ 750.00
001	001.50.037.00000.000.527100	TELE. SERVICE & LAND LINES	\$ -	\$ -	\$ -
001	001.50.037.00000.000.527400	INTERNET SERVICE	\$ -	\$ -	\$ -
001	001.50.037.00000.000.528100	ELECTRICITY	\$ 12,000.00	\$ -	\$ 12,000.00
001	001.50.037.00000.000.528300	WATER	\$ 25,000.00	\$ -	\$ 25,000.00
001	001.50.037.00000.000.528400	SEWER	\$ 4,000.00	\$ -	\$ 4,000.00
001	001.50.037.00000.000.528500	REFUSE	\$ 2,000.00	\$ -	\$ 2,000.00
001	001.50.037.00000.000.528600	STORMWATER DRAINAGE	\$ 100.00	\$ -	\$ 100.00
Total 52 CONTRACTUAL SERVICES			\$ 51,100.00	\$ 5,000.00	\$ 46,100.00
001	001.50.037.00000.000.530100	INSURANCE	\$ 5,000.00	\$ 1,500.00	\$ 3,500.00
001	001.50.037.00000.000.532600	CONCESSIONS PURCHASES	\$ 12,500.00	\$ 12,500.00	\$ -
001	001.50.037.00000.000.533200	OFFICE SUPPLIES	\$ 300.00	\$ 300.00	
001	001.50.037.00000.000.534100	BUILDING & GROUNDS SUPPLIES	\$ 15,000.00	\$ -	\$ 15,000.00
001	001.50.037.00000.000.534200	EQUIPMENT MAINTENANCE SUPPLIES	\$ 500.00	\$ 500.00	
001	001.50.037.00000.000.534400	PROTECTION AND SAFETY EQUIP	\$ 900.00	\$ 900.00	
001	001.50.037.00000.000.534500	HAND TOOLS	\$ 100.00	*	\$ 100.00
001	001.50.037.00000.000.534600	UNIFORMS AND ACCESSORIES	\$ 2,500.00	\$ 2,500.00	
001	001.50.037.00000.000.535900	OTHER OPERATING SUPPLIES	\$ 1,000.00	\$ 1,000.00	
001	001.50.037.00000.000.536200	CHEMICALS	\$ 30,000.00	*	\$ 30,000.00
Total 53 COMMODITIES			\$ 67,800.00	\$ 19,200.00	\$ 48,600.00
001	001.50.037.00000.000.541300	SUNDRY CHARGES	\$ -		
001	001.50.037.00000.000.541400	LICENSING FEES	\$ 300.00	\$ 300.00	
001	001.50.037.00000.000.599999	DUMMY ACCT - PLEASE CHANGE	\$ -		
Total 54 OTHER EXPENDITURES			\$ 300.00	\$ 300.00	\$ -
001	001.50.037.00000.000.551400	MACHINERY AND EQUIPMENT	\$ -		
001	001.50.037.00000.000.551600	BUILDING AND STRUCTURAL IMPR	\$ -		\$ -
001	001.50.037.00000.000.551700	GROUNDS IMPROVEMENTS	\$ -		
Total 55 CAPITAL OUTLAY			\$ -	\$ -	\$ -
001	001.50.037.00000.000.581200	TRANSFER TO CIP	\$ -		
Total 58 TRANSFERS OUT			\$ -	\$ -	\$ -
Revenue Total			\$ 65,000.00	\$ 65,000.00	\$ -
Expense Total			\$ 244,175.00	\$ 149,475.00	\$ 94,700.00
Tax Subsidy			\$ 179,175.00	\$ 84,475.00	\$ 94,700.00
Management Fee- 40% c				\$ 32,392.00	
Operational Expense				\$ 52,083.00	
Oversight Fee				\$6,000.00	
Total to WRC from CITY				\$ 90,475.00	