Mayor Gregory N. Thompson
Commissioner Brenda K. Butters
Commissioner Scott M. Schoon

CITY COMMISSION MEETING
Winfield, Kansas

DATE: Tuesday, October 13, 2026
TIME: 12:00 p.m.
PLACE: Community Council Room – City Hall – 200 E 9th

AGENDA

CALL TO ORDER .....Mayor Gregory N. Thompson

ROLL CALL.....City Clerk, Tania Richardson

PUBLIC HEARING
-To consider comments related to an application to be submitted to the Kansas Department of Commerce for Community Development Block Grant (CDBG) funds under the Community Facilities – Large Grant category.

BUSINESS FROM THE FLOOR
-Citizens to be heard

NEW BUSINESS
Ordinances & Resolution

Bill No. 26103 – A Resolution – Certifying legal authority to apply for the 2026 Kansas Community Development Block Grant Program from the Kansas Department of Commerce and authorizing the Mayor to sign and submit such an application.

Bill No. 26104 – A Resolution – Assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of improvements to the Parks & Rec system to be financed with Community Development Block Grant funds.

ADJOURNMENT
-Next Commission work session 4:00 p.m. Thursday, October 15, 2026.
-Next regular meeting 5:30 p.m. Monday, October 19, 2026.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
October 5, 2026

The Board of City Commissioners met in regular session, Monday, October 05, 2026 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Brenda K. Butters and Scott M. Schoon were also present. 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 Public Improvements; and Pete Rowley, Interim Fire Chief.

Mayor Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the September 14, 2026 meeting be approved. Commissioner Schoon seconded the motion. With all Commissioners voting aye, motion carried.

PROCLAMATION

-Mayor Thompson presented a Proclamation to Interim Fire Chief Rowley, proclaiming October 4th – October 10th, 2026, as Fire Prevention Week.

BUSINESS FROM THE FLOOR

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

NEW BUSINESS

Bill No. 2697 – An Ordinance – Amending Article 3 of the Zoning Regulations of the City of Winfield, Kansas, by changing the boundaries of certain districts referred to on an official map designated as the "Zoning District Map of Winfield, Kansas," which is made a part of Article 3 of the Zoning Regulations of the City of Winfield, Kansas. Director of Public Improvements Steward explains this Ordinance will approve a change to the zoning district from I-1 "Light Industrial" to C-3 "General Commercial." (3900 E 12th Ave.) Upon motion by Commissioner Butters, seconded by Commissioner Schoon all Commissioners voting aye, Bill No. 2697 was adopted and numbered Ordinance No. 4255.

Bill No. 2698 – A Resolution – Determining the existence of certain nuisances at 817 E 14th Ave 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 will allow the City to take action to abate the nuisances at this property. Upon motion by Commissioner Schoon, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 2698 was adopted and numbered Resolution No. 8626.

Bill No. 2699 – A Resolution – Determining the existence of certain nuisances at 709 Harter 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 will allow the City to take action to abate the nuisances at this property. Upon motion by Commissioner Butters, seconded by Commissioner Schoon all Commissioners voting aye, Bill No. 2699 was adopted and numbered Resolution No. 8726.

Bill No. 26100 – A Resolution – Determining the existence of certain nuisances at 1003 E 2nd Ave 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 will allow the City to take action to abate the nuisances at this property. Upon motion by Commissioner Schoon, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 26100 was adopted and numbered Resolution No. 8826.

Bill No. 26101 – A Resolution – Determining the existence of certain nuisances at 1114 E 11th Ave 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 will allow the City to take action to abate the nuisances at this property. Upon motion by Commissioner Butters, seconded by Commissioner Schoon all Commissioners voting aye, Bill No. 26101 was adopted and numbered Resolution No. 8926.

Bill No. 26102 – A Resolution – Determining the existence of certain nuisances at 1019 Cherry 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 will allow the City to take action to abate the nuisances at this property. Upon motion by Commissioner Schoon, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 26102 was adopted and numbered Resolution No. 9026.

OTHER BUSINESS

- Consider approving a Temporary Alcohol License for Cowley County Humane Society Fundraiser, at the Edge Performing Arts Centre, 721 Main St. (October 17th, 2026). City Clerk Richardson presented an application for the Cowley County Humane Society Fundraiser Temporary Liquor license. Commissioner Butters moved to approve the application submitted by Cowley County Humane Society for a Temporary Liquor license. Commissioner Schoon seconded the motion. With all Commissioners voting aye, the motion carried.

- Consider appointing a voting delegate and alternate for the KPP Energy's Membership Committee. City Manager Wall asks that the Commission appoint Taggart Wall as voting delegate, and Gus Collins as alternate. Commissioner Butters made a motion to appoint Taggart Wall as voting delegate, and Gus Collins as alternate for the KPP Energy's Membership Committee. Motion was seconded by Commissioner Schoon. With all Commissioners voting aye, motion carried.

- Executive Session pursuant to the consultation with the City Attorney matter exception, which would be deemed privileged in the attorney-client relationship pursuant to the consultation with the City attorney matter exception, K.S.A. 75-4319 (b)(2). Mayor Thompson made a motion that the Commission recess into executive session for a period not to exceed 25 minutes pursuant to the consultation with the City Attorney matter exception. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

Regular Session resumed at 6:00 p.m.

Mayor Thompson made a motion to extend the executive session by 35 minutes. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

Regular Session resumed at 6:35 p.m.

ADJOURNMENT

Upon motion by Commissioner Butters, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 6:38 p.m.

Signed and sealed this 9th day of October 2026.

Signed and approved this 13th day of October 2026.

_____
Tania Richardson, City Clerk

_____
Gregory N. Thompson, Mayor

Memo

Date: October 19, 2026

From: Taggart Wall, City Manager

Action Requested: Consider Approval of a Development Agreement Between the City of Winfield, USD 465, Southwestern College, and the Winfield Recreation Commission for Improvements to the Broadway Sports Complex and Authorization to Apply for Kansas Community Development Block Grant (CDBG) Funding.

Analysis:

The City of Winfield, in partnership with Winfield USD 465, Southwestern College, and the Winfield Recreation Commission (WRC), is proposing significant improvements to the five existing baseball and softball fields at the Broadway Sports Complex. The project would convert existing natural grass and dirt playing surfaces to artificial turf, including two baseball fields, two softball fields, and one Wee Ball/Tee Ball field.

The Broadway Sports Complex is a community-owned recreational asset serving youth, high school, and collegiate athletic programs. The facility supports organized league play, practices, tournaments, and informal recreational opportunities. In 2019, the four organizations entered into a continued cooperative facility lease agreement establishing shared access, scheduling priorities, maintenance responsibilities, and a framework for future capital improvements.

The proposed project represents the next significant investment in this shared facility and reflects a coordinated effort among the four organizations to improve the quality, reliability, and long-term sustainability of the complex.

Recent improvements have included bathroom and concession area projects and weed barrier prevention projects in outfield fencelines. The City is proposing other improvements to the complex in forthcoming budget cycles as the facility reaches it’s 20 year age milestone.

Proposed Improvements

The project will generally include removal of existing soil and playing surfaces, preparation and stabilization of field subgrades, installation of drainage aggregate and associated drainage infrastructure, and installation of artificial turf throughout the infields and areas between the foul lines and field fencing.

Memo

Additional improvements under consideration include electrical infrastructure between pitching areas and backstops, remediation of unsuitable subgrade soils where necessary, and a portable pitching mound.

The improvements are intended to address several operational and community needs:

- **Increased Field Availability:** Natural grass and dirt fields are particularly susceptible to rain and saturated soil conditions, resulting in canceled games, postponed practices, and significant preparation time before facilities can be used. Properly designed artificial turf and drainage systems would allow fields to return to service more quickly following weather events, extending the usable season and increasing opportunities for recreation and other potential tournament play and visitor traffic to Winfield.
- **Improved Player Safety and Accessibility:** Consistent playing surfaces, improved drainage, and elimination of uneven or deteriorating dirt areas can reduce field-related hazards including errant ball bounces and footing related incidents. The improvements would also provide more predictable surface conditions for athletes of varying ages and abilities.
- **Reduced Maintenance Demands:** Maintaining five natural-surface fields requires considerable staff time and resources for mowing, irrigation, dragging, grading, weed control, and preparation before games. Artificial turf would reduce these recurring activities, allowing existing maintenance resources to be redirected toward other portions of the complex. Turf will continue to require routine care and eventual replacement—the latter which will need addressed by separate agreement.
- **Long-Term Facility Investment:** While artificial turf requires a higher initial investment than maintaining natural surfaces, the project would establish properly graded and drained playing areas designed for long-term use. Future turf replacement cycles would generally involve replacement of the synthetic playing surface rather than reconstruction of the underlying grading, drainage, and base infrastructure, assuming those systems remain serviceable.

The improvements are also consistent with the City's recently amended 2020–2040 Master Parks, Trails, and Recreation Plan, which specifically identifies Broadway field improvements and emphasizes reinvestment in existing public recreational facilities.

Partnership and Development Agreement

The proposed development agreement establishes a cooperative approach to the design, construction, and financing of the project. The City would serve as the lead agency for design, construction coordination, grant application, and administration.

Memo

Project costs not covered by grant funding would be shared equally among the four participating organizations. The existing 2019 facility lease agreement would continue to govern scheduling, maintenance, and other operational responsibilities.

The agreement also provides a mechanism for accepting private donations and sponsorships through participating foundations and permits the City to provide financing, if necessary, with associated costs and interest shared among the partners.

Importantly, the agreement specifies that **none of the participating organizations is obligated to proceed with the project without a CDBG grant award.**

CDBG Application and Funding

The City proposes to submit an application to the Kansas Department of Commerce under the Community Development Block Grant (CDBG) Community Facilities – Large Grant category.

The current estimated project cost is $3,261,263, with a proposed CDBG request of $1,500,000. The remaining $1,761,263 would be funded through the participating organizations, subject to the terms of the development agreement.

The proposed funding structure allows the four partners to leverage substantial outside funding toward a long-term community asset while distributing the local financial responsibility among the organizations that utilize the facility.

A public hearing regarding the proposed CDBG application was scheduled for October 13, 2026, at 12:00 p.m. in the Community Council Room at City Hall.

Fiscal Impact:

Funding Source	Amount
Kansas CDBG Grant Request	$1,500,000.00
City of Winfield	$440,315.75
Winfield USD 465	$440,315.75
Southwestern College	$440,315.75
Winfield Recreation Commission	$440,315.75
Total Estimated Project Cost	**$3,261,263.00**

Final obligations would be subject to grant award, final project design, construction pricing, and the development agreement.

Memo

The proposed improvements are expected to reduce certain ongoing field preparation and maintenance expenses, although routine artificial turf maintenance and future surface replacement costs will remain.

Attachments:

1. Proposed Broadway Sports Complex Development Agreement
2. 2019 Broadway Recreation Complex Facility Lease Agreement

THE CITY/COUNTY OF WINFIELD, KANSAS

BILL NO. 26103 RESOLUTION NO. 9126

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2026 KANSAS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR/COMMISSIONER
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Winfield, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Winfield, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Winfield, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Winfield, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates $ 1,761,263 in cash funds toward this project and $_____ in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF WINFIELD KANSAS, this 13TH day of OCTOBER, 2026.

APPROVED _____
MAYOR/COMMISSIONER

ATTEST _____

(SEAL)

THE CITY/COUNTY OF _____, KANSAS

THE CITY/COUNTY OF WINFIELD, KANSAS

BILL NO. 26104 RESOLUTION NO. 9226

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE PARKS & REC SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of Winfield is applying for Small Cities Community Development Block Grant funds under the Community Facility Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of Winfield wishes to utilize this funding for the purpose of constructing improvements to the City's/County's Parks & Rec system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of Winfield has determined that the annual operation and maintenance costs of the Parks & Rec improvements are anticipated to be approximately $_____; and,

WHEREAS, The annual Parks & Rec budget has been determined to be adequate to fund the operation and maintenance of the Parks & Rec improvements,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Winfield, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF WINFIELD, KANSAS THIS 13TH DAY OF OCTOBER, 2026.

ATTEST:

_____
MAYOR/COMMISSIONER

_____
CITY CLERK/COUNTY CLERK

(SEAL)

(Minimum required by all applicants for funding – must be submitted with application)

Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

No persons will be displaced or relocated due to the construction of this project.

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Winfield, KS on the 13th day of October, 2026.

Date: _____ Signature – Chief Elected Official: _____

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

(1) It possesses legal authority to make a grant submission and to execute a community development and housing program.

(2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.

(3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.

(4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.

(5) Its chief executive officer or other officer of the grantee approved by Commerce:

(a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
(b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and

(6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

(a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1:

(b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;

(c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);

(d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 75;

(e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;

(f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;

(g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;

(h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;

(i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;

(j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended:

(k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.

(l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;

(m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

(n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 as they relate to the acceptance and use of federal funds under this federally assisted program;

(o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;

(7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;

(8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;

(9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;

(10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).

(11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.

(12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

(13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

(14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Gregory N. Thompson
Signature, Chief Elected Official	Name (typed or printed)
Mayor	
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Winfield, Kansas, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

_____

Mayor/County Commission

ATTEST:

_____

City/County Clerk

DEVELOPMENT AGREEMENT PROVIDING FOR THE DESIGN, CONSTRUCTION AND FINANCING OF CERTAIN IMPROVEMENTS FOR THE DEVELOPMENT OF BASEBALL AND SOFTBALL FIELDS AND RELATED IMPROVEMENTS

THIS AGREEMENT, made and entered into this 19th day of October 2026, by USD 465, Hereinafter referred to as "School", Southwestern College, hereinafter referred to as "College", Winfield Recreation Commission, hereinafter referred to as "WRC", and the City of Winfield, Kansas, hereinafter referred to as "City".

WHEREAS, all parties are not-for-profit providers of services to mutual residents; and,

WHEREAS, on the 15th day of July 2019, all parties executed a Lease Agreement, incorporated herein by reference, that states in Section 4 (d) "Specific improvements necessary or desired by one or more of the parties may be constructed upon approval of the maintenance committee and the City. Payment for the initial construction of said improvements shall be the responsibility of the parties requiring and/or requesting the improvement. Once constructed, maintenance of said improvements would be from the pooled maintenance fund as outlined above in Section four, (a) through (c).

WHEREAS, all parties desire and find necessary to improve baseball and softball facilities within the community and make facilities accessible to mutual parties; and,

WHEREAS, all parties desire to construct and pay for certain improvements select field surfacing improvements to improve accessibility, improve player safety, increase field usability, and improve management of ongoing maintenance requirements at two baseball fields, two softball fields, and one Wee Ball/Tee Ball field. Improvements will generally include removal of existing soil and surfacing materials, preparation of the field subgrade, installation of drainage aggregate and associated drainage infrastructure, and installation of artificial turf surfacing within the areas between the field fencing and foul lines and throughout the infields. The project will also evaluate optional improvements, including electrical wiring between the pitcher's mound and backstop at each baseball and softball field, remediation of potentially unsuitable or poor subgrade soils encountered beneath proposed turf areas, and provision of a portable pitching mound. Final improvements will be coordinated to provide durable, well-drained playing surfaces that improve accessibility and safety while reducing weather related impacts and long-term maintenance demands; and

WHEREAS, all parties deem it necessary, and in the best interest of all parties and the community, to work together in accordance with plans to be developed by City and approved by all parties; and

WHEREAS, all parties deem it advisable and necessary to seek grant application to the Kansas Department of Commerce for Community Development Block Grant (CDBG) funds under the Community Facilities – Large Grant category. A specific project application to be discussed is the conversion of five (5) Baseball, Softball and Pee Wee fields from native grass to artificial turf and associated components to provide for all weather playing fields at the Broadway Recreation Complex, 2205 Broadway Street, Winfield, Kansas. All parties acknowledge a public hearing held October 13, 2026 at 12:00p.m. at the Community Council Room located at 200 E. 9th Street, Winfield, Kansas. The estimated project cost is $3,261,263 with a grant request of $1,500,000.00 of the project cost; and

WHEREAS, without grant award, no party agrees to move forward with the project.

WITNESSETH: That for and in consideration of mutual promises, covenants and payments hereinafter set out, the parties agree as follows:

1. The property subject to this agreement is existing field space at Broadway Recreation Complex, 2205 Broadway Street, Winfield, Kansas.

2. CITY shall employ, as necessary in its discretion, design professionals, and qualified contractors to study, develop plans to construct and pay for certain improvements select field surfacing improvements to improve accessibility, improve player safety, increase field usability, and improve management of ongoing maintenance requirements at two baseball fields, two softball fields, and one Wee Ball/Tee Ball field. Improvements will generally include removal of existing soil and surfacing materials, preparation of the field subgrade, installation of drainage aggregate and associated drainage infrastructure, and installation of artificial turf surfacing within the areas between the field fencing and foul lines and throughout the infields. The project will also evaluate optional improvements, including electrical wiring between the pitcher's mound and backstop at each baseball and softball field, remediation of potentially unsuitable or poor subgrade soils encountered beneath proposed turf areas, and provision of a portable pitching mound. Final improvements will be coordinated to provide durable, well-drained playing surfaces that improve accessibility and safety while reducing weather related impacts and long-term maintenance demands.

3. All parties agree that costs of improvements shall be assessed equally unless noted otherwise. Without grant award, no party agrees to move forward with the project.

4. The existing FACILITY LEASE AGREEMENT controls for other matters including maintenance, scheduling and other matters.

5. CITY will apply for and administer any related grants.

6. Legacy or USD 465 Foundations may receive donations. Sponsorships will be acknowledged as requested.

7. As necessary, CITY will provide financing; costs and interest shared.

_____
Kinnie Ledford, President
USD 465 Board of Education

_____
Taggart Wall, City Manager
City of Winfield, Kansas

_____
Phil Bressler, Clerk
USD 465 Board of Education

_____
Elizabeth Frombgen, President
Southwestern College

_____
Scott Gill, Chairperson
Winfield Recreation Commission

BILL NO. 1962 **RESOLUTION NO. 5119**

A RESOLUTION

AUTHORIZING Adopting a facility lease agreement between the City of Winfield, USD 465, Southwestern College, and Winfield Recreation Commission regarding access to the five-primary baseball and softball diamonds located at the Broadway Recreation Complex.

WHEREAS, the City of Winfield is the owner and has available certain real property which is utilized for baseball and softball activities at the Broadway Recreation Complex, located 2200 Broadway Street, Winfield, Kansas, and;

WHEREAS, USD 465, Southwestern College and Winfield Recreation Commission desire access to the baseball and softball facilities located at the Broadway Recreation Complex for use by their respective athletic programs.

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

Section 1. The Governing Body of the City of Winfield Kansas hereby authorizes the Mayor and City Clerk of the City of Winfield, Kansas to execute a facility lease agreement between the City of Winfield, Kansas, Unified School District 465, Southwestern College and Winfield Recreation Commission regarding access to the five-primary baseball and softball diamonds located at the Broadway Recreation Complex; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 15th day of July, 2019.

(SEAL)

CITY OF WINFIELD COWLEY COUNTY KANSAS SEAL

ATTEST:

Brenda Peters, City Clerk

Ronald E. Hutto, Mayor

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

Approved for Commission Action: _____
Taggart Wall, City Manager

FACILITY LEASE AGREEMENT

THIS LEASE made and entered into this 24 day of June 2019, effective on July 1, 2019, for use of the baseball and/or softball facilities at the Broadway Recreation Complex, Winfield, Cowley County, Kansas, by and between:

Unified School District 465, hereinafter referred to as "USD 465", and;

Southwestern SC, Winfield, Kansas, hereinafter referred to as "SC", and;

Winfield Recreation Commission, Winfield, Kansas, hereinafter referred to as "WRC", and;

The City of Winfield, Kansas, owner and managing operator, hereinafter referred to as "City"

WITNESSETH:

WHEREAS, the City is the owner and has available certain real property which is utilized for baseball and softball activities at the Broadway Recreation Complex, located 2200 Broadway Street, Winfield, Kansas, and;

WHEREAS, USD 465, WRC and SC desire access to the baseball and softball facilities located at the Broadway Recreation Complex for use by their respective athletic programs.

NOW THEREFORE, it is mutually agreed by the parties hereto:

Section 1 -Property

In consideration of the rental hereinafter described and payable to the City, and upon performance of the covenants and agreements set out herein, City does hereby let, lease and rent unto the parties herein, the following described real estate; hereinafter referred to as "Baseball/Softball Complex", to wit:

The five-primary baseball/softball diamonds, the support buildings and parking areas within the overall Broadway Recreation Complex, 2200 Broadway Street, Winfield, Cowley County, Kansas.

For the use of said property by each party for the playing of baseball and softball in all its forms, including but not limited to recreation, organized practice, games and tournaments.

Section 2 -Term of Lease

The lease agreement shall be for a primary term of ten (10) years commencing July 1, 2019 and terminating June 30, 2029 for an annual fee of one dollar ($1.00) payable in advance. This lease shall automatically renew for two additional ten (10) year periods, except under the following conditions: (a) all four parties hereto mutually agree to terminate the lease; (b) by anyone of the three Lessees giving written notice of its intent to terminate the lease prior to the expiration of the primary term or any renewal thereof; or (c) by the City if any of the three leasing parties violate any term of this lease and

failure to remedy the violation within 30 days of receipt of written notification as set out in Section Thirteen. The terms and conditions of the lease may be amended at any time by the execution of a written addendum by all parties.

Section 3 -Use of Property

The parties intend for a cooperative use of the Baseball/Softball Complex. WRC is responsible for scheduling of the Baseball/Softball Complex with USD 465 athletic programs receiving first priority, SC receiving second priority in scheduling, WRC being third in priority and City being fourth in priority. If a competition has to be moved because of weather or other unexpected circumstance, it will be moved to a date that does not conflict with any other previously scheduled event. It should be expected that practice schedules may need to be rearranged due to competition calendar changes.

Section 4 -Maintenance, Repair and Expenses

(a) The City agrees that it shall maintain and repair in a good workmanship manner, the Baseball/Softball Complex, associated improvements and appurtenances, including, but not limited to, mowing, weed control and facility repairs, such as bleacher, fence, playing surface and restroom repair.

(b) For the term of this lease agreement each party shall contribute $2,000.00 annually for full-season game preparation (including grooming the infield, chalking base lines and batters box, painting foul lines, provide bases, provide clean and stocked restrooms, lighting if needed) and $4,000 annually to be held by the City and used for purposes of establishing a Baseball/Softball Complex Capital/Maintenance Reserve. Initial contributions shall be made by September 1, 2019, the total annual amount to be paid in quarterly installments unless otherwise agreed to, in writing, by the City.

Pooled Capital/Maintenance funds shall be used in maintaining, repairing and operating the Baseball/Softball complex.

(c) A maintenance committee composed of one representative from each party shall make recommendations for maintenance and repair to the City. The City, as managing operator of the Baseball/Softball Complex, shall be responsible for undertaking actual maintenance and repair or for contracting necessary work to the appropriate entity.

(d) Specific improvements necessary or desired by one or more of the parties may be constructed upon approval of the maintenance committee and the City. Payment for the initial construction of said improvements shall be the responsibility of the parties requiring and/or requesting the improvement. Once constructed, maintenance of said improvements would be from the pooled maintenance fund as outlined above in Section four, (a) through (c).

(e) In the event the maintenance fund does not have adequate funds to effect necessary repair or maintenance, the maintenance committee shall consult and agree on each party's contribution amount toward the necessary work.

(f) Each party shall be responsible for damages occurring during their scheduled event unless they are the result of normal wear and tear and expected in the normal use of the complex. Each party shall clean up the facility after its scheduled use and leave the Baseball/Softball Complex in as good a condition as it was found.

(g) The City will be responsible for the payment of utilities associated with buildings, restrooms, accessory buildings, irrigation, and lighting.

Section 5 -General Liability Insurance

Each party agrees to procure and maintain in full force and effect throughout the term of this lease agreement a general liability policy, naming themselves as the insured, listing the City of Winfield as "Additional Insured", with an insurer/trust acceptable to the City, having minimum limits of $500,000 per occurrence and $1,000,000 policy aggregate for bodily injury and property damage liability, $500,000 personal and/or advertising injury limit; $1,000,000 products completed operations aggregate;$1,000,000 general aggregate and ; $100,000 Fire Damage Legal Liability. Any special event, i.e. fireworks displays, carnivals, mechanical amusement devices, bounce houses, and animals, must be specifically endorsed on any such Certificate of Insurance and submitted to the City for prior approval to any such event/activity. Each of the parties further agree to secure from their respective general liability insurer, waivers of subrogation rights against the other parties, or their insurers. Each party shall bear the cost of its own insurance policy. Each party agrees that should any sub-contractors, concessions or other servicing personnel will maintain a minimum of $500,000 per occurrence commercial general liability limits.

Section 6 -Property Damage Insurance

The City agrees to procure and maintain throughout the term of this lease agreement fire and extended coverage insurance on the Baseball/Softball Complex improvements. Said insurance shall cover replacement cost of improvements and appurtenances thereto. Each party shall equally contribute to the cost of said policy and in the event the insurance policy provides for a deductible or uninsured cost of repair, the parties agree to each be responsible for an equal share of the uncovered cost of repair.

During the term of the lease, the parties may mutually agree to modify the terms of the property insurance, especially should the cost of said insurance become excessive in the opinion of the parties.

Section 7 -Compliance with Rules and Law

The parties agree that they and their sub-lessees, if any, shall comply with and enforce all City policies regarding the possession or use of alcohol, tobacco products, and illegal substances on City property, as well as comply with applicable city ordinances and state laws.

Section 8 -Sublease

Any party shall have the right to sublease the Baseball/Softball Complex for use by a non-party entity. Any non-party must sublease through a party to this agreement. Any sublease shall be approved

by the City Manager or his designee, and the sublease shall be reduced in writing with a copy to the City. Any sublessee shall comply with the terms of this lease agreement and the policies referenced in Section Seven.

Section 9 -Modification to Premises

Any improvements, alterations or additions to the Baseball/Softball Complex shall be approved by the parties with consideration of how they are to be financed. Once completed, all improvements, alterations or additions shall be deemed a part of the property, unless otherwise agreed to in writing by the City.

Section 10 -Risk of Loss

In the event of damage or destruction of the Baseball/Softball Complex to such an extent that the City elects not to rebuild or repair, such election shall be made within sixty (60) days and, in that event, this lease agreement shall be canceled and terminated and all liability of each party against the other shall cease as of that date.

Section 11 -Operating Guidelines

The maintenance committee agrees to draft and adopt guidelines for the operation of the Baseball/Softball Complex incorporating the terms set out herein and day to day operations and needs not set out herein.

Section 12 -Modification of Agreement

The parties may agree, in writing, to modify any and all terms of this lease agreement.

Section 13 -Termination

(a) This agreement may be terminated, in writing, by agreement of the parties.

(b) In the event one of the leasing parties fails to perform, keep or observe any of the terms, covenants or conditions contained herein, the City shall provide written notice to the party to cure such condition or defect and corrective action shall be commenced within thirty (30) days after receipt of the notification. If it is determined by Governing Body of the City that the corrective action taken fails to comply with this agreement, then the City may terminate any portion of this lease agreement by providing sixty (60) days written notice of termination. It shall be the party's obligation and the party's expense to seek to compel corrective action from any sub lessee.

(c) Any party may give written notice of their intent to withdraw from this lease. Said notice shall be given one year in advance of the intended date of withdrawal.

Section 14 -Interlocal Agreement

Parties shall enter into and execute an Interlocal Agreement that incorporates the terms of this agreement and submit said Interlocal Agreement to the Kansas Attorney General for approval, as well as, file with the Cowley Count Register of Deeds and Kansas Secretary of State.

It is understood and agreed that this agreement shall be binding upon the parties hereto and their successors or assigns.

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

City of Winfield

Ronald E Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

Dated this 15 day of July, 2019

USD 465 Board of Education

Lyle Weinert, President

ATTEST:

Tom Fell, Clerk of the Board USD 465

Dated this 24 day of June, 2019

Winfield Recreation Commission

Scott Gill, Chairperson

Southwestern SC

~~Mike McCoy, Athletic Director~~ Kristin A. Humphreys
Associate VP for Business Services