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

CITY COMMISSION MEETING
Winfield, Kansas

DATE: Monday, November 16, 2026
TIME: 5:30 p.m.
PLACE: Civic Center – Civic Room – 400 E 9th

AGENDA

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

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

MINUTES OF PRECEDING MEETING.....Monday, October 19, 2026

PROCLAMATION
- Proclaim November 2026 as National Family Caregivers Month in Winfield

BUSINESS FROM THE FLOOR
-Citizens to be heard

NEW BUSINESS
Ordinances & Resolutions

Bill No. 26111 **A Resolution –** Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Moore Cut for the demolition and removal of the structure(s), Residential Building, Accessory Structure(s) on a tract of land legally described as; Lot 7, Block 32, Read's Addition to City of Winfield, Cowley County, Kansas, commonly known as 1220 Lowry St. Recorded in Book 491 page 468, in the Office of the Register of Deeds of Cowley County, Kansas.

Bill No. 26112 **A Resolution –** Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a Fairgrounds Special Event Agreement between the City of Winfield and the K & O Steam & Gas Engine Association, Winfield, Kansas.

OTHER BUSINESS
- Consider Cereal Malt Beverage license for Jumpstart (Jump Start #41), 1318 Main

ADJOURNMENT
-Next Commission work session 4:00 p.m. Thursday, December 3, 2026.
-Next regular meeting 5:30 p.m. Monday, December 07, 2026.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
October 19, 2026

The Board of City Commissioners met in regular session, Monday, October 19, 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; Carina Anderson, Deputy City Clerk; and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Public Improvements; and Gus Collins, Director of Utilities.

Mayor Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the October 5, 2026 meeting be approved. Commissioner Schoon seconded the motion. With all Commissioners voting aye, motion carried.

Commissioner Schoon moved that the minutes of the October 13, 2026 Special Meeting be approved. Commissioner Butters seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR
Mayor Thompson noted there were no citizens present to bring business to the Commission.

NEW BUSINESS
Bill No. 26105 – An Ordinance – Amending Chapter 74, Sections 114,115,116,117,118, of the Winfield City Code. City Manager Wall explains this Ordinance will amend the Code to allow the operation of golf carts and worksite utility vehicles (UTVs) within the city limits. Upon motion by Commissioner Butters, seconded by Commissioner Schoon all Commissioners voting aye, Bill No. 26105 was adopted and numbered Ordinance No. 4256.

Bill No. 26106 – A Resolution – Amending the Comprehensive Fee Schedule for services provided by the City of Winfield, Kansas. City Manager Wall explains this Resolution will amend the Comprehensive Fee Schedule to allow the collection of a $25 fee for Golf Cart/UTV Registration. Upon motion by Commissioner Butters, seconded by Commissioner Schoon all Commissioners voting aye, Bill No. 26106 was adopted and numbered Resolution No. 9326.

Bill No. 26107 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s), Residential Building, Accessory Structure(s) on a tract of land legally described as; Lot 10, Block 74, McMullen Addition to City of Winfield, Cowley County, Kansas, commonly known as 1421 Menor St. Recorded in Book 904 page 277, in the Office of the Register of Deeds of Cowley County, Kansas. Director of Public Improvements Steward explains this Resolution authorizes a contract with Lawrence Crushed Stone for demolition at 1421 Menor. Upon motion by Commissioner Schoon, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 26107 was adopted and numbered Resolution No. 9426.

Bill No. 26108 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas, to sign and execute a Development Agreement providing for the design, construction and financing of certain improvements for the development of baseball and softball fields and related improvements. City Manager Wall explains this Resolution would approve a Development Agreement Between the City of Winfield, USD 465, Southwestern College, and the Winfield Recreation Commission for Improvements to the Broadway Sports Complex. Upon motion by Commissioner Butters, seconded by Commissioner Schoon all Commissioners voting aye, Bill No. 26108 was adopted and numbered Resolution No. 9526.

Bill No. 26109 – A Resolution – Authorizing the preparation and submission of an application to the Kansas Housing Resources Corporation (KHRC) for the Kansas Housing Investor Tax Credit (HITC) and Moderate-Income Housing (MIH) grant. City Manager Wall explains this Resolution would authorize the City Manager to proceed with the development partnership with Liberty Communities for Phase I of the Prairie Hills Subdivision consisting of 22 lots. Upon motion by Commissioner Schoon, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 26109 was adopted and numbered Resolution No. 9626.

Bill No. 26110 – A Resolution – Establishing reinvestment housing incentive districts within the city and making certain findings in connection therewith. City Manager Wall explains this Resolution makes the entire 54 acres eligible for the Rural Housing Incentive District. Upon motion by Commissioner Butters, seconded by Commissioner Schoon all Commissioners voting aye, Bill No. 26110 was adopted and numbered Resolution No. 9726.

ADJOURNMENT

Upon motion by Commissioner Thompson, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:43 p.m.

Signed and sealed this 28th day of October 2026.

Tania Richardson, City Clerk

Signed and approved this 2nd day of November 2026.

Gregory N. Thompson, Mayor

PROCLAMATION

Family Caregivers Month

in Winfield, Kansas

WHEREAS, THIS NOVEMBER, in Kansas, we recognize the more than 610,000 family caregivers across our state who are helping older parents, spouses and other loved ones live independently in their homes and in their communities – where they want to be.

WHEREAS, Kansas family caregivers are among 59 million Americans recognized this November during National Family Caregivers Month. According to the AARP Public Policy Institute, Family caregivers in Kansas provide 590 million hours of care every year, adding up to $10.9 billion in unpaid labor annually.

WHEREAS, family caregivers are facing great challenges: financially, emotionally, and physically. They do it all, from bathing and meal prep to managing medications, arranging transportation, and handling medical/nursing tasks.

And **WHEREAS**, too often, family caregivers stop saving, take on more debt, use up personal short-term savings, leave bills unpaid or pay them late, and borrow money from family to deal with financial challenges.

WHEREAS, Family caregivers deserve our gratitude, but also need commonsense solutions that save them money, time, and support.

NOW, THEREFORE, I, Gregory Thompson, by virtue of the authority vested in me by the Constitution of the City of Winfield, Kansas do hereby proclaim November 2026 as **National Family Caregivers Month** in Winfield. I encourage all Kansans to reach out to the family caregivers in their lives and thank them for the incredibly important work they do.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Winfield, Kansas, to be affixed this 16th day of November 2026.

Gregory N. Thompson, Mayor

SEAL OF THE CITY OF WINFIELD COWLEY COUNTY KANSAS SEAL

ATTEST:

Tania Richardson, City Clerk

Request for Commission Action

Date: November 16th, 2026

Requestor: Trevor Langer, Environmental Inspector

Action Requested: Seeking approval of a demolition contract regarding the condemnation of a structure located at:

1220 Lowry St

Analysis: **After reviewing the proposals received, it is the recommendation of the Environmental Inspector for an approval of the contractor known as Moore Cut as being in the best interest of the municipality, with consideration given to cost-effectiveness, experience, and the timely completion of the demolition work.**

Attachments: **Resolutions: Demo Resolution**
Quote for Demolition of Structure (2)

QUOTE DEMOLITION OF STRUCTURE

Structure(s) House/Residential Structure
1220 Lowry St

Total Quote $6,500

Total Quote (in words) Six-thousand five hundred

Contractor: Moore Cut.

Address: 17827 121st Rd, Winfield, KS 67156

Phone No. 620-229-3103

QUOTE DEMOLITION OF STRUCTURE

Structure(s) House/Residential Structure
1220 Lowry St

Total Quote $8,000

Total Quote (in words) Thirteen thousand dollars

Contractor: Lawrence Crushed Stone.

Address: 15951 61st Ln, Winfield, KS 67156

Phone No. 620-222-4022

CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK

THIS AGREEMENT, entered into this 16th day of November, 2026 by and between

Moore Cut, hereinafter called the "**CONTRACTOR**" and the City of Winfield, Kansas, hereinafter called the "**CITY**" for the demolition, removal and disposal of the structure, "Residential Structure" and accompanying structures, refuse, debris located at **1220 Lowry St.** in Winfield, Cowley County, Kansas

WITNESSETH, that the **CONTRACTOR** and the **CITY**, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work.** The **CONTRACTOR** shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work**. The **CONTRACTOR** shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work.** Authorized representatives of the **CITY** shall have the right to examine and inspect all work included in this agreement and shall inform the **CONTRACTOR** of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The **CITY** will pay the **CONTRACTOR** for performance in full of this Agreement, the total sum of **$6,500 six thousand five hundred dollars**, payable in one payment upon satisfactory completion of all work and upon final inspection by the **CITY.** The **CITY** shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the **CONTRACTOR** is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR.** Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of $200.00 per day as liquidated damages and not as a penalty for each day of inexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less that "statutory" for Coverage A, with Employers Liability limits of $100,000 Bodily Injury by Accident, each accident; $500,000 Bodily Injury by Disease, policy limit; and $100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than $500,000 each occurrence, bodily injury and property damage; $500,000 personal injury; $500,000 general aggregate and $500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than $100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under

this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability limits of not less than $500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a $5000 performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY.**

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR.**

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

A. This CONTRACT
B. The QUOTE PROPOSAL
C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein,** constitute the entire Agreement between the parties hereto. Any prior oral or written

Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

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

Contractor Signature: _____

By (Printed Name) : _____

Title: _____

Address: _____

Telephone: _____

_____
Taggart Wall, City Manager / *tl*

Attachments:

1. Department of Administration DA-146 - Contractual Provisions Attachment

TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE

1. **Schedule.** All work proposed in this quote shall be completed within fourteen **(14)** calendar days from the "Notice to Proceed." The penalty for work not completed within said time frame shall be two hundred dollars ($200.00) per day until satisfactory completion of such work.

2. **Utilities.** Prior to commencing work, the contractor shall determine that all utilities have been disconnected. The City shall be responsible for disconnecting the main electrical, gas and water lines. Southwestern Bell Telephone Company shall be responsible for all telephone lines. Cox Communications shall be responsible for all cable TV lines. The contractor shall be responsible for properly capping the sewer lines. Should the contractor find any utilities (exclusive of sewer lines), main telephone or cable TV lines still connected to the structure, he shall contact the City and not commence work until said utilities or lines are removed by the appropriate agency.

3. **Foundations.**
   A. Crawl space foundations (including footing) shall be removed from the site.
   B. Basements and foundations shall be completely removed.
   C. Slabs on grade shall be removed.

4. **Fill.**
   A. Backfill material for crawl space foundations shall be fine dirt free of large rocks and vegetation. Backfill material shall be compacted to the best extent possible.
   B. Backfill operations for basements shall be as follows:

      1. Fill sand shall be used to a level three feet below street grade.
      2. Fine dirt free of large rocks and vegetation shall be used to fill the remaining portion of the basement to a level that affords positive drainage of the site. All soil fill materials shall be compacted to Type B (MR-90) specifications. Moisture content shall be sufficient to produce a uniform mixture of the soil and moisture. Earth material shall be placed in horizontal layers not exceeding eight (8) inches (loose measurement) and shall be compacted as specified before the next layer is placed. Compacted density of soil to be such that the sheepsfoot roller, while rolling the layer or life will walk out of the material and ride the top portion of the lift.
      3. The finished grade shall be a minimum of twelve inches above the top of curb or the center of the street if there is no curb and shaped to drain.

   C. Backfill material shall only be place during normal working hours of the Engineering Department. **Contractor shall notify the Engineering Department at Least 24 hours prior to beginning any backfill operations.**

5. **Stormwater Protection.** The Contractor shall be responsible for and required to install and maintain all erosion and sediment control methods per the City's Best Management Practices (BMP's) until such time that all disturbed areas are 75-percent occupied by dense vegetation. Once 75-percent occupied it shall be the responsibility of the contractor to remove and dispose of such erosion control measures. Nothing herein prohibits the Contractor from seeding or sodding the disturbed area to expedite vegetation growth.

6. **Sewer Lines.** All sewer lines shall be capped a minimum of three feet from the sewer main or at the property line, utilizing concrete or an approved plug and shall be inspected by the Sewer Department. **When ready to place the concrete plug, contact the Sewer Department.**

7. The site including any yard, curb and gutter, sidewalk, drainage structure or portion of the street, which is damaged during the course of the work, shall be restored to original or better condition.

8. All debris shall be removed from the site and disposed of at the Cowley County C&D Landfill, the Cowley County Transfer Station or in a legal manner as approved by the Engineer.

9. The Contractor shall identify the names and addresses of any sub-contractor(s) which it plans to use, provided no sub-contractor shall be employed by the Contractor unless the City has given written approval prior to the issuance of a contract for the demolition work.

10. Labor and equipment incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the proposal. The Owner will furnish an exemption certificate number to the Contractor. At the conclusion of the project, the Contractor shall furnish the Owner copies of all invoices identified with the aforementioned exemption number covering all labor and equipment incorporated into the project.

11. If Contractor declines to bid on any property, write decline in the dollar amount space below.

QUOTE DEMOLITION OF STRUCTURE

Tear down house structure, footings. Removal of any accessory or improvised structures on the property.
Load demo materials on to trucks and dispose of at Cowley County landfill or another appropriate disposal site.
Fill in basement and cellar areas and grade to a drainable lot.
Will only remove saplings, trees and tree limbs that directly conflict with demolition operations.

1220 Lowry St, Winfield, KS 67156

Total Quote $ 6,500.00

Total Quote (in words) Six-thousand five hundred

Contractor: Moore Cut.

Address: 17827 121st Rd, Winfield, KS 67156

Phone No.: 620-229-3103

BILL NO. 26111 **RESOLUTION NO. 9826**

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with **Moore Cut** for the demolition and removal of the structure(s), *Residential Building*, *Accessory Structure(s*) on a tract of land legally described as; ***Lot 7, Block 32, Read's Addition to City of Winfield, Cowley County, Kansas, commonly known as 1220 Lowry St. Recorded in Book 491 page 468,*** in the Office of the Register of Deeds of Cowley County, Kansas.

WHEREAS, the Governing Body, by **Resolution No. 0426** scheduled a hearing for 3/2/2026 at 5:30 p.m. after proper notification of the owner and publication in the official city newspaper to hear evidence to determine if the structure(s), Residential Building, Accessory Structure(s) hereinafter described is unsafe and/or dangerous; and,

WHEREAS, said structure(s) and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **Moore Cut,** gave the most prudent quote for demolition and removal and provided the requested insurance documentation listing the City of Winfield, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with **Moore Cut** for the demolition and removal of the structure(s) located at:

> Lot 7, Block 32, Read's Addition to City of Winfield, Cowley County, Kansas, commonly known as 1220 Lowry St. Recorded in Book 491 page 468*, in the Office of the Register of Deeds of Cowley County, Kansas*.

A copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 16th day of November 2026.

(SEAL)

_____
Gregory N. Thompson, Mayor

ATTEST:

_____
Tania Richardson, City Clerk

Approved as to form: _____
William Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager / *tl*

Request for Commission Action

Date: November 10, 2026

Requestor: Taggart Wall

Action Requested: Approval of a resolution and agreement between the Kansas and Oklahoma Steam and Gas Association for the use of the Winfield Fairgrounds for an annual tractor/steam and gas demonstration show.

Analysis: The City of Winfield and K&O have a long history of working together to provide facilities and show operations for the Kansas and Oklahoma Steam and Gas Engine Show. No changes have been made to the updated agreement and the agreement shall be for a term of five years expiring in 2031.

Fiscal Impact: K&O agrees to pay the City 5% of gate receipts and the City also gets to keep it's share of all camping fees.

Attachments: Fairgrounds Special Event Agreement

FAIRGROUNDS SPECIAL EVENT AGREEMENT

This Fairgrounds Special Event Agreement made and entered into this ___th day of November, 2026, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY," and K & O Steam and Gas Engine Association, hereinafter referred to as "K & O".

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

1. CITY hereby leases to K & O, for the purpose of Steam and Gas Engine Shows, the following described premises:

   That portion of the Winfield Fairgrounds bound on the west by the Walnut River, on the south by the Walnut River, on the east by the levee, and the north by US Highway 160.

It is understood and agreed that this lease is specifically limited to the above-described premises. It is understood and agreed that this lease ***DOES NOT*** include the West 14th Street Power Plant, Horse barn, and 4-H Building. CITY shall have ingress and egress at all times to the Power Plant and other buildings where materials and equipment may be stored. It is further agreed, for spectator and participant safety, signage and barricades, as approved by the City Manager or his designee shall be erected on all roadways intersecting the above-described premises.

2. It is understood and agreed that the term of this lease shall cover five (5) separate K & O events with the date and time of each event as follows:

   a. 2027, 8:00 a.m. August 17 to 5:00 p.m. August 25
   b. 2028, 8:00 a.m. August 15 to 5:00 p.m. August 23
   c. 2029, 8:00 a.m. August 14 to 5:00 p.m. August 22
   d. 2030, 8:00 a.m. August 13 to 5:00 p.m. August 21
   e. 2031, 8:00 a.m. August 19 to 5:00 p.m. August 27
   f.

3. K & O agrees to pay to CITY, as rental, five percent (5%) of the gate receipts (admission fees) which includes advance sales, daily sales and weekend sales, less applicable Kansas sales taxes. K & O shall provide CITY with an accurate accounting of all receipts from each event and shall pay to CITY the monies owing to it as set forth herein not later than thirty (30) days following the last day of each event.

4. If, within the term of this agreement, K & O determines it **will not** produce a Steam and Gas Engine Show during any of the contracted dates identified in Paragraph 2, K & O will notify CITY at least 120 days prior to contracted date. Should such notification be received by CITY less than 120 days prior to contracted date, K & O shall pay to CITY a fee of $500.

5. CITY shall assume responsibility for the payment of any City utilities consumed during the events outlined in Section 2. K & O agrees that any alteration or temporary extensions to City utilities be coordinated through CITY. K & O shall assume responsibility for portable restrooms, all restroom supplies and cleanliness during terms of this agreement. K & O

shall be responsible for any damage or litter. Any decorations, garbage and trash shall be deposited in outside trash barrels. K & O shall dispose of any excess trash. K & O shall be responsible for any damage or litter. Any decorations, garbage and trash shall be deposited in outside trash barrels. Any excess trash shall be disposed of by K & O. If said premises are not so cleaned, CITY shall cause the premises to be cleaned. K & O shall pay all reasonable and standard costs thereof.

6. **No open burning** is permitted except for grills or campfires, within metal fire rings no larger than 3 feet in diameter, as approved by CITY.

7. It is anticipated that a portion of the leased premises will be utilized for camping purposes. It is understood and agreed that any such use shall be under the control of K & O, and that K & O agrees to charge and collect from users of any camping area with electrical hookups and primitive camping a fee as established by City Ordinance on January 15 of each year of this agreement. Camping fees paid to CITY are not to be included in rental calculation, per paragraph 3.

8. K & O agrees that all facilities are cleaned and returned in a manner satisfactory to CITY. K & O agrees to place on deposit with CITY, at least fifteen (15) days prior to any first day of occupancy, the sum of five hundred dollars ($500) as a cleanup deposit. Said deposit shall be returned upon satisfactory clean of the rental premises. If not so returned, CITY may cause the premises to be cleaned and use the $500 deposit to pay therefore.

9. CITY, its officers and agents shall have free access to the premises for the purposes that they may deem necessary. K & O shall have the right to close the premises at any time they may deem necessary and to further establish rules of conduct and discipline necessary to maintain a well ordered event. Those individuals or groups not wishing to follow those rules set by K & O for proper conduct may be, at K & O direction, removed from the premises or dealt with as K & O deems necessary.

10. It is understood and agreed that the Winfield City Police Department will not be restricted in patrol operations of the Fairgrounds area during the lease period. If any additional private police or night watch services are desired by K & O, K & O will be responsible for all additional costs associated with the provision of such services, and K & O further agrees that the company and/or individuals providing the additional police or night watch service will be approved by the Winfield Police Department. It is specifically understood and agreed that said approval will not render CITY liable in any way for the actions of said persons nor make them employees of CITY. K & O shall indemnify and hold CITY harmless from any loss or damages to CITY occurring as the result of the acts of said private police or night watch services.

11. Winfield Fire Department will not be restricted in patrol operations of the Fairground area during the term of this agreement. When it is essential for public safety, in the opinion of the Winfield Fire Chief, firefighters of the Winfield Fire Department will be assigned to duty on-site at any time during this agreement and remain on duty subject to the Chief's orders. Duty orders will include, but not be limited to, maintenance of fire lanes, campfire inspection, fire extinguisher location and workability, and extinguishment of

fires that may occur. K & O is responsible for all costs associated with such call to duty.

12. K & O shall not sublet nor assign this agreement without the written consent of CITY. K & O therein is an independent contractor and not the agent, partner, joint venturer, or employee of CITY.

13. It is expressly understood and agreed that K & O shall save and hold CITY harmless from any and all loss sustained by K & O on account of any suit, judgment, execution, claim or damage of any kind whatsoever, resulting from the use of said premises as provided herein, and K & O shall cause to be defended at its own expense all actions that may be commenced against the CITY by reason of said event. K & O shall also save and hold CITY harmless and indemnify CITY from any and all losses sustained by CITY by reason of said event. A Certificate of Insurance shall be filed by K & O with the City Manager's Office not less than seven (7) calendar days in advance of event. K & O shall procure and maintain during the term of this agreement, Commercial General Liability Insurance in an amount not less than $500,000 each occurrence extending to and including, and not be limited to (if applicable), spectators, carnivals, mechanical amusement devices, animals and cereal malt beverage/liquor liability, $500,000 personal and/or advertising injury limit, $1,000,000 products completed operations aggregate and $1,000,000 general aggregate, with CITY named as additional insured; said insurance to be carried with an insurance company with a recognized national rating acceptable to CITY, licensed to do business in the state of Kansas. All policies of insurance shall provide at least thirty (30) days prior written notice of cancellation or any changes of insurers to C ITY.

14. If all or part of the above-described premises are destroyed or rendered uninhabitable, or if the events are cancelled due to weather or other conditions beyond the control of the parties hereto, CITY shall have no obligation to provide alternate space for the holding of said event, and K & O shall have no obligation to pay any rentals to CITY.

15. CITY agrees that advertising or other material may be placed, posted, or distributed in or about said premises or announced or publicized over any loud speaker system or other media without having obtained advanced permission of CITY. K & O agrees that all advertising identify the event site as "the Winfield Fairgrounds". K & O may not use the City of Winfield name to suggest co-sponsorship or endorsement of the activity without advanced written approval.

16. All concessions catering and concession or catering rights are reserved to K & O. Its concessionaires will have the privilege of canvassing, selling, delivering, servicing, and otherwise hawking wares, novelties, merchandise, foodstuff and beverages. The Revised Ordinances of the City of Winfield shall govern the sale or consumption of Cereal Malt Beverage or Alcoholic Liquor on CITY property.

17. CITY agrees to permit the use of motorized golf carts and/or utility carts on Winfield Fairgrounds property during the term of this agreement. Standard Traffic Ordinances and Winfield City Code will be enforced and proper operation of said carts shall be the responsibility of the operator. K & O shall place signage throughout Fairgrounds property alerting the driving public of slow moving vehicles. Such signage and placement shall be

approved by the Winfield Police Department.

18. K & O shall at all times comply with and be subject to all ordinances, laws, rules and regulations of the City of Winfield, State of Kansas, and the United States government.

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

THE CITY OF WINFIELD, KANSAS	K & O Steam and Gas Engine Assoc.
_____	_____
Taggart Wall, City Manager	_____, President

BILL NO. 26112 **RESOLUTION NO. 9926**

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a Fairgrounds Special Event Agreement between the City of Winfield and the K & O Steam & Gas Engine Association, Winfield, Kansas.

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 a Fairgrounds Special Event Agreement between the City of Winfield, Kansas, and the K & 0 Steam & Gas Engine Association, Winfield, Kansas; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 16th day of November 2026.

(SEAL)

_____
Gregory N. Thompson, Mayor

ATTEST:

_____
Tania Richardson, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager