

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Monday, March 06, 2017  
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, Brenda Peters  
MINUTES OF PRECEDING MEETING.....Tuesday, February 21, 2017

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

- Bill No. 1712 – A Resolution** – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for architectural services with Gordon & Associates, P.A. for the purpose of providing professional design services for Phase 1 & 2 of the Public Safety Facility for the City of Winfield.
- Bill No. 1713 – A Resolution** – Accepting a 2017 Small Cities Community Development Block Grant (Community Improvement-Housing).
- Bill No. 1714 – A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Kansas Sampler Festival Alcohol Sales)
- Bill No. 1715 – A Resolution** – Approving an Outdoor Community Event and Temporary Entertainment District Application (Kansas Sampler Festival Alcohol Samples)
- Bill No. 1716 – A Resolution** – Authorizing and providing for improvements included in the multi-year Capital Improvement Plan for the City of Winfield, Kansas; and providing for the payment of the costs thereof.

**OTHER BUSINESS**

- Consider Vehicle/Equipment Quotes
- Consider lease agreements for equipment from Prairieland Partners

**ADJOURNMENT**

-Next regular meeting 5:30 p.m. Monday, March 20, 2017.

**CITY COMMISSION MEETING MINUTES**  
**February 21, 2017**

The Board of City Commissioners met in regular session, Tuesday, February 21, 2017 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioner Ronald E. Hutto and Commissioner Gregory N. Thompson were also present. Also in attendance were Jeremy Willmoth, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Director of Community Development and Danny Parker, Police Chief.

City Clerk Peters called roll.

Commissioner Hutto moved that the minutes of the February 6, 2017 meeting be approved. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

**BUSINESS FROM THE FLOOR**

-Police Chief Parker introduced the newest officer to the Winfield Police Department, Bryce Carter, to the Commission.

**NEW BUSINESS**

**Bill No. 1710 – A Resolution** – Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Community Development Director Steward explains that this resolution addresses a nuisance situation at a property located at 1216 Lowry Street, and will allow staff to proceed with clean-up of the property. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1710 was adopted and numbered Resolution No. 1017.

**Bill No. 1711 – A Resolution** – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement between USD 465, Winfield, Kansas and the City of Winfield for the sale of real estate. Community Development Director Steward explains that this resolution would authorize the Mayor and Clerk to execute an agreement between the City and USD #465 for a future transfer of property located on the west half of the former Winfield Intermediate School. This property is proposed to be used as the site of a future public safety facility. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1711 was adopted and numbered Resolution No. 1117.

**OTHER BUSINESS**

Mayor Butters announces that the next regular work session will be held on Thursday March 2, 2017 at 4:00 pm., and the next regular Commission meeting will be held on Monday March 6, 2017 at 5:30 pm.

**ADJOURNMENT**

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

Signed and sealed this 2nd day of March 2017.

Signed and approved this 6<sup>th</sup> day of March 2017.

---

Brenda Peters, City Clerk

---

Brenda K. Butters, Mayor

**A RESOLUTION**

**AUTHORIZING** the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement for architectural services with Gordon & Associates, P.A. for the purpose of providing professional design services for Phase 1 & 2 of the Public Safety Facility for the City of Winfield.

---

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

**Section 1.** The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement, attached to and made a part hereof as if fully set forth herein, between the City of Winfield, Kansas and Gordon & Associates, P.A. for the purpose of providing professional design services for Phase 1 & 2 of the Public Safety Facility for the City of Winfield.

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

**ADOPTED** this 6th day of March, 2017

(SEAL)

---

Brenda K. Butters, Mayor

ATTEST:

---

Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager/ps

**A RESOLUTION**

**ACCEPTING** a 2017 Small Cities Community Development Block Grant  
(Community Improvement-Housing).

---

**WHEREAS**, the City of Winfield submitted an application for assistance through the Kansas Department of Commerce for 2017 Small Cities Community Development Block Grant (CDBG) Community Improvement funding; and

**WHEREAS**, the Kansas Department of Commerce notified the City of Winfield that it had been selected to receive a housing project grant in the amount of \$300,000 with an additional local contribution of \$100,000.

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

**Section 1.** The Governing Body of the City Winfield, Kansas, does hereby accept Grant No. 17-HR-004, a 2017 Small Cities Community Development Block Grant, in the amount of \$300,000 with an additional local contribution of \$100,000. The Mayor of the City of Winfield, Kansas, is authorized and directed to execute a Grant Agreement and Housing Rehabilitation Plan, as well as, various documents in accord with the rules and procedures set forth by the Kansas Department of Commerce; 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 6<sup>th</sup> day of March 2017.

(SEAL)

---

Brenda K. Butters, Mayor

ATTEST:

---

Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager





Step

5.

**Statement of Truthfulness & Release of Information:**

**PENALTY FOR FALSE OR FRAUDULENT STATEMENT**

*“Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both”. ~ U.S.C. TITLE 18, SECTION 1001*

**I, THE APPLICANT(S) CERTIFY ALL INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

I understand the statement above concerning the penalty of making a fraudulent statement. I certify that I own the property listed in this application. If the City of Winfield, KS determines the property cannot be cost-effectively rehabilitated to the Kansas CDBG/HQS standards, I acknowledge that with respect to the grant funds I shall have no further interest, right, or claim. If this application is approved and rehabilitation can be achieved, I hereby authorize the CDBG rehabilitation work to be completed at my residence. I will grant access to my residence and will provide electricity and water to the rehabilitation personnel at no cost. I understand that temporary relocation may be required when lead-based paint hazard reduction activities are performed.

I covenant and agree that I will comply with all requirements outlined in the City of Winfield, KS Housing Plan and rules imposed by Housing and Urban Development (HUD). I covenant and agree I will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use, or occupancy of the property herein assisted with the CDBG grant.

*I authorize the City of Winfield, KS & SCKEDD to make inquiries as necessary to verify the accuracy of the statements made, including, but not limited to income.*

\_\_\_\_\_  
Homeowner signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner signature

\_\_\_\_\_  
Date

Step

6.

**Include the following items with your completed application:**

*Please feel free to submit your application even if you are missing one or more of the above. The City of Winfield may be able to assist you in obtaining some of the required documentation.*

1. Copy of previous year's Federal Income tax filing for all household members over the age of 18 that are employed (optional for landlord)
2. The most recent Social Security Administration benefit letter and/or monthly pension statements to prove income that doesn't come from an employer, plus verification of all other sources of income for everyone in the household over 18 years of age (if applicable)
3. Proof of paid utilities (gas, water/sewer, & electric)
4. Copy of the deed to rental unit
5. Copy of current homeowner's insurance
6. Verification of paid real estate taxes
7. Proof payments are current on your home mortgage (if applicable)

**What to expect:**

*The following is a list of what you should and should not expect during the course of this project. Please check or initial each item and then sign at the bottom indicating you have read this information.*

- ☐ Completing this application does not guarantee that I will receive housing rehabilitation assistance.
- ☐ Even if I am income-eligible, I may still be denied assistance after the housing inspection. I understand that the CDBG program is unable to serve some homes needing extensive repairs because of program regulations about cost-effectiveness.
- ☐ Any housing repair assistance I receive will be determined by the project inspector. I do not get to decide which items are repaired and/or how they are repaired.
- ☐ The work on my home will be bid out to eligible contractors. I will not get to choose who does the work on my home.
- ☐ This is not a remodeling program. The goal of the program is not to make my house look better, but to make it safer. I will have only a limited selection when it comes to paint color or other choices, if these repairs are even eligible.
- ☐ I may have to relocate tenants from the home while work is underway. If relocation is required, I will be responsible for relocation.
- ☐ If I am not Low-to-Moderate-Income myself, I will be expected to contribute a portion of the rehabilitation costs prior to bidding.
- ☐ I will not be permitted to increase the rent at this residence following repairs for 3 years, and I will continue to lease the property at or below the fair market rent set for my area by HUD.
- ☐ The rehabbed unit will be limited to Low-to-Moderate-Income tenants for a period of 3 years
- ☐ I agree to all of the above.

---

Homeowner signature

---

Date

---

Homeowner signature

---

Date**FOR SCKEDD OFFICE USE ONLY**

Date application received by SCKEDD: \_\_\_\_\_

Date received all supporting documentation: \_\_\_\_\_

☐ **APPROVED**☐ **DENIED**

Reason for Denial: \_\_\_\_\_

Rating Points: \_\_\_\_\_

KWAP Eligible?

☐ Yes☐ No

SCKEDD reviewer:

Printed: \_\_\_\_\_

Signed: \_\_\_\_\_





# Renter Application for Housing Repair

*City of Winfield CDBG Housing Project, Administered by SCKEDD*

Questions? Call 1 (620) 221-5500 and ask for help with the Winfield CDBG Application.



Step

1.

## Applicant Information:

Full Name:

\_\_\_\_\_  
*Last First M.I.*

Address:

\_\_\_\_\_  
*Street Address Apt #, Unit, Suite*

\_\_\_\_\_  
*City State Zip*

Home Phone: (     )     -     Alternate Phone (     )     -

Are you head of your household? ☐ Yes ☐ No

If not, who is? \_\_\_\_\_

## Information about you & your family:

*Please list every member of your household who resides at this address, including yourself first.*

1. Full Name: \_\_\_\_\_  
*Last First M.I.*  
Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_  
*Month/Day/Year*  
Gender: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
Student? ☐ Yes ☐ No Disabled? ☐ Yes ☐ No

2. Full Name: \_\_\_\_\_  
*Last First M.I.*  
Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_  
*Month/Day/Year*  
Gender: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
Student? ☐ Yes ☐ No Disabled? ☐ Yes ☐ No

3. Full Name: \_\_\_\_\_  
*Last First M.I.*  
Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_  
*Month/Day/Year*  
Gender: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
Student? ☐ Yes ☐ No Disabled? ☐ Yes ☐ No



**Step****2.****Family Income Information:**

*Please tell us which members of your family work, how much they make, and for whom they work:*

Full Name: \_\_\_\_\_  
*Last First M.I.*

Employer: \_\_\_\_\_

Employer Phone: (     ) - \_\_\_\_\_

Employer Address: \_\_\_\_\_  
*Street City Zip*

Monthly Income: \_\_\_\_\_

---

Full Name: \_\_\_\_\_  
*Last First M.I.*

Employer: \_\_\_\_\_

Employer Phone: (     ) - \_\_\_\_\_

Employer Address: \_\_\_\_\_  
*Street City Zip*

Monthly Income: \_\_\_\_\_

---

Full Name: \_\_\_\_\_  
*Last First M.I.*

Employer: \_\_\_\_\_

Employer Phone: (     ) - \_\_\_\_\_

Employer Address: \_\_\_\_\_  
*Street City Zip*

Monthly Income: \_\_\_\_\_

---

*(If you need more space, please use the back of this sheet)*

**Please indicate** all other forms of assistance or income that you or any member of your family residing at this address received in the past year.

- |                                       |  |                                  |
|---------------------------------------|--|----------------------------------|
| <input type="checkbox"/> GA           | <input type="checkbox"/> Social Security | <input type="checkbox"/> SSI/SSA |
| <input type="checkbox"/> Pension      | <input type="checkbox"/> Child Support   | <input type="checkbox"/> Alimony |
| <input type="checkbox"/> TANF         | <input type="checkbox"/> Foster Care     | <input type="checkbox"/> VA      |
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> Other: _____    |                                  |

*Please note that SCKEDD is required to verify all income. Provide this information to the best of your ability, and SCKEDD will work with you to secure the required. Documentation.*

Step

4.

**Statement of Truthfulness & Release of Information:**

**PENALTY FOR FALSE OR FRAUDULENT STATEMENT**

*“Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both”. ~ U.S.C. TITLE 18, SECTION 1001*

**I, THE APPLICANT(S) CERTIFY ALL INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.** I understand the statement above concerning the penalty of making a fraudulent statement. I certify that I occupy the dwelling listed in this application as my principal residence. If the City of Winfield, KS determines the property cannot be cost-effectively rehabilitated to the Kansas CDBG/HQS standards, I acknowledge that with respect to the grant funds I shall have no further interest, right, or claim. If this application is approved and rehabilitation can be achieved, I hereby authorize the CDBG rehabilitation work to be completed at my residence. I will grant access to my residence and will provide electricity and water to the rehabilitation personnel at no cost. I understand that temporary relocation may be required when lead-based paint hazard reduction activities are performed.

I covenant and agree that I will comply with all requirements outlined in the City of Winfield, KS Housing Plan and rules imposed by Housing and Urban Development (HUD). I covenant and agree I will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use, or occupancy of the property herein assisted with the CDBG grant.

*I authorize the City of Winfield, KS & SCKEDD to make inquiries as necessary to verify the accuracy of the statements made, including, but not limited to income.*

_____	_____	_____	_____
Homeowner signature	Date	Homeowner signature	Date

Step

5.

**Waiver of liability:**

I hereby release the City of Winfield, KS and the South Central Kansas Economic Development District (SCKEDD) from any and all claims of liability arising from the City of Winfield, KS CDBG Housing Rehabilitation Project.

_____	_____	_____	_____
Homeowner signature	Date	Homeowner signature	Date

**What to expect:**

*The following is a list of what you should and should not expect during the course of this project. Please check or initial each item and then sign at the bottom indicating you have read this information.*

- ☐ Completing this application does not guarantee that I will receive housing rehabilitation assistance.
- ☐ Even if I am income-eligible, I may still be denied assistance after the housing inspection. I understand that the CDBG program is unable to serve some homes needing extensive repairs because of program regulations about cost-effectiveness.
- ☐ Any housing repair assistance I receive will be determined by the project inspector. I do not get to decide which items are repaired and/or how they are repaired.
- ☐ The work on my home will be bid out to eligible contractors. I will not get to choose who does the work on my home.
- ☐ Rehabilitation work is inconvenient. There will be workers around my house. I understand that my life as well as the lives of my family and pets may be disrupted by the construction work.
- ☐ I will move my possessions out of the way of the contractor as the contractor may deem necessary.
- ☐ This is not a remodeling program. The goal of the program is not to make my house look better, but to make it safer. I will have only a limited selection when it comes to paint color or other choices, if these repairs are even eligible.
- ☐ I may have to relocate from the home while work is underway on my home. If relocation is necessary, the City's CDBG program will provide me with lodging of the program's choice.
- ☐ I agree to all of the above.

\_\_\_\_\_  
Homeowner signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner signature

\_\_\_\_\_  
Date

**Include the following items with your completed application:**

Step

**6.**

1. Copy of previous year's Federal Income tax filing for all household members over the age of 18 that are employed
2. The most recent Social Security Administration benefit letter and/or monthly pension statements to prove income that doesn't come from an employer, plus verification of all other sources of income for everyone in the household over 18 years of age (if applicable)
3. Proof of paid utilities (gas, water/sewer, & electric)

*Please feel free to submit your application even if you are missing one or more of the above. The City of Winfield or SCKEDD may be able to assist you in obtaining some of the required documentation.*

**FOR SCKEDD OFFICE USE ONLY**

Date application received by SCKEDD: \_\_\_\_\_

Date received all supporting documentation: \_\_\_\_\_

☐ **APPROVED**

☐ **DENIED**

Reason for Denial: \_\_\_\_\_

Rating Points: \_\_\_\_\_

KWAP Eligible?      ☐ Yes      ☐ No

SCKEDD reviewer:      Printed: \_\_\_\_\_

Signed: \_\_\_\_\_

# City of Winfield 2017 Community Development Block Grant Housing Rehabilitation Plan

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation program. The City of Winfield has been awarded a CDBG grant from Commerce for the purpose of housing rehabilitation within the target area. The maximum amount of CDBG federal grant funds to be spent on rehabilitation is \$25,000 per unit. Private match is encouraged to fill the gap in financing if a rehabilitation will exceed this threshold. This program is designed to provide housing rehabilitation for low- to-moderate income individuals who own (or rent) a housing unit within the target area.

Applicants will be screened and rated in accordance with eligibility criteria as set out in this Housing Rehabilitation Plan.

The target area is defined as: an area within the City of Winfield bounded by Main St. on the west, Winfield city limits and Pine St. on the North, College St. on the east and 8<sup>th</sup> Avenue on the south, to include properties on both sides of the identified border streets.

## ***ELIGIBILITY REQUIREMENTS***

Only property located within the target area is eligible for rehabilitation. To qualify, total household income for all individuals 18 years or older living in the home must be less than the low- to moderate income guidelines set by HUD for Cowley County, Kansas. The eligible home must be the primary residence of the applicant for owner-occupied units. For rental units, the renter must be income-qualified. If the owner of the rental unit is income-qualified, the City will pay 85 percent of the rehabilitation and the Owner will be responsible for 15 percent. If the owner is above income guidelines, he/she must contribute 25 percent of the rehabilitation cost. The owner of the unit must also sign a rent-freeze agreement for a three-year period.

The total household income (income from all sources of family members over 18 years of age) must be less than the following income limitations:

<b>No. In Household</b>	<b>LMI Income</b>
1	\$32,100
2	\$36,700
3	\$41,300
4	\$45,850
5	\$49,550
6	\$53,200
7	\$56,900
8	\$60,550

*Note: The LMI income limits will always use the most current income requirements as established by HUD.*

1. The real property taxes and utilities must be current for all properties.
2. Hazard insurance naming the City as an additional insured in at least the amount of the rehabilitation contract will be required. If repairs are necessary to obtain the hazard insurance, then evidence is required showing that coverage will be provided upon completion of the rehabilitation.

### ***VERIFICATION OF ELIGIBILITY***

All income information will be kept confidential. Applicants must qualify as low- to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted. Re-verification will be required if a new income tax return has been filed prior to inspection. Also, re-verification will be required if 6 months has lapsed and rehabilitation has not yet begun.

Adjusted Gross Income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18 that are not attending school. The most recent tax return must be used – NO EXCEPTIONS.

### ***TYPES OF FINANCIAL ASSISTANCE***

1. Households who income-qualify will be awarded CDBG Housing Rehabilitation funds in the form of a soft or deferred loan for the full amount of the rehabilitation costs or the maximum allowed under CDBG guidelines, whichever is less, for a three year period.
2. A soft loan may be forgiven and considered a grant if all contractual agreements are followed.
3. The homeowners are required under CDBG guidelines to enter into a contractual agreement with the City, which will place a lien against the rehabilitated property for a three-year period to meet the guidelines as set out by the Housing Rehabilitation Plan.
4. The agreement will also stipulate that the unit must be the homeowners' primary residence (unless a rental agreement has been signed), kept and maintained in a standard condition.
5. If within the three-year lien period the homeowner should move from the housing unit, it's allowable to sell to a low- to-moderate income person, who will occupy the unit as the primary residence and will assume the balance of the prorated lien. The City must verify the income of the person intending to purchase the home, or if the home is sold to someone other than a low- to-moderate income individual, the cost of the rehabilitation will be prorated and must be paid back into the City's Housing program by the homeowner. Proration example is shown below.
6. If a homeowner dies within the three-year lien period and has no spouse, the home may be sold or rented to a low- to-moderate income household. If sold or rented to a non-LMI



family, the homeowner's estate must pay back the prorated amount on the lien. For example, if the home is sold in the 13<sup>th</sup> month following completion of the rehabilitation, then 12/36 or 1/3 of the loan would be forgiven and the homeowner's estate would repay 2/3 of the original amount.

## ***APPLICATION SELECTION CRITERIA***

### **First-Come/First-Served**

Applications must be turned in to City Hall during business hours or by mail or will be taken at City Hall Monday through Friday between 8 a.m. and 5 p.m. Applications will be accepted on a first-come/first served basis with priority being given to applications received on or before April 21, 2017 and applicants who submitted pre-applications. Applications received after this date will be processed only if grant funds are still available and will be selected by the following ranking system. If more applications are received than can be served, they will also be determined by the following ranking system. Individuals having received a Housing Rehabilitation grant in the past are not eligible.

### **Ranking System**

Applicants receiving the highest number of points receive first consideration and then in descending order. In the case of equal points the earliest application filing date will serve as the tiebreaker. Points will be awarded as follows:

	<b>Household Characteristics</b>	<b>Points</b>
1	Approved KWAP application	10
2	Submitted a Pre-Application or Application before 4/21/17	5
3	Handicapped/disabled person in the household	5
4	Elderly, 62 years of age or older person in the household	5
5	Single Head of Household with dependent children	5
6	Each dependent in household under 18	2 each

## ***STANDARDS FOR IMPROVEMENTS***

**This program does not consist of remodeling or cosmetic repairs.** The goal of the Housing Rehabilitation program is to add twenty years to the useful life of the housing unit. Housing rehabilitation activities will include only the repairs necessary to meet the Housing Quality Standards (HQS) defined by the Housing Rehabilitation program as determined by the Housing Inspector. Housing units considered for rehabilitation must meet the definitions of a substandard unit and must be suitable for rehabilitation.

**“Substandard”** is defined as a housing unit that does not adequately meet Housing Quality Standards criteria set for the following: Building Exterior (foundation, roof, gutters, doors, windows, and insulation), Heating System, Plumbing System, Electrical Systems/Appliances or Building Interior (ceilings, walls, floors, doors, ventilation, smoke detectors)

***“Suitable for Rehabilitation”*** is defined as a substandard house for which it is technically and financially feasible to restore it to a standard condition, given the funding limits of the program.

***Emergency repairs and handicapped accessibility*** items may be addressed on a case-by-case basis at the discretion of the Housing Board and City Commission following the CDBG guidelines. Emergency repairs must be verified by the City’s Housing Inspector and must cause an immediate and overwhelming threat to the home’s occupant. The emergency repair must be brought to code standards.

Only one grant per house may be awarded.

### ***LIMITED/INELIGIBLE ACTIVITIES***

The following activities are limited to the identified restrictions:

#### **1. Rental Units.**

Rental units are eligible if:

- a. Tenant is documented to be LMI.
- b. If homeowner is documented to be LMI, a 85 percent grant may be allowed.
- c. If homeowner is documented to be non-LMI, homeowner must provide at least 25 percent matching funds.
- d. The homeowner must sign an agreement that all tenants renting this property within the three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing and Urban Development (HUD) Section 8 LMI guidelines.
- e. The homeowner of the unit must also sign an agreement indicating that the monthly rental payment will not exceed the current monthly, or the Fair Market Rents (FMR) as published annually by HUD or a three-year period after the rehabilitation is complete.
- f. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Winfield or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord’s expense.

#### **2. Self-Help.**

- a. The City will not allow self-help projects. In the event that the inspector determines the home cannot be rehabilitated for the CDBG Housing Rehabilitation Limits and/or all bids on a home are above the maximum, the applicant would be permitted to accomplish part of the work, and then the property may be re-evaluated/re-bid after the applicant’s work was finished if funding is still available;

The following activities are considered ineligible:

3. Homes being purchased under a contract for deed are not eligible
4. Living Trusts are not eligible
5. Homes held in Life Estates are not eligible
6. Mobile Homes will not be considered for rehabilitation under this program
7. Homes located in a flood plain are not eligible.
8. Remodeling or work not required to meet CDBG standards

### ***“WALK-AWAY” POLICY***

If the initial inspection and cost estimate for bringing the home up to Housing Quality Standards indicates that the cost of rehabilitation is expected to exceed the maximum allowable, the homeowner will be notified. The application will be considered a “walk away” until:

1. The homeowner has completed some of the repairs on their own and the estimate of the remaining work would be at or below the maximum allowable. The homeowner is responsible to notify the City when they have the work completed so the property can be re-inspected. All work must be approved by the Housing Inspector.
2. If the homeowner is unable to make repairs they may provide the necessary additional funds within 45 days after they are notified. If the funds have not been deposited at the City within the allotted time, the City will cancel the application, close the file and “walk away” from the property.

If the original cost estimate is below the maximum allowable, the property will be included in the next bidding process. Homeowners will be notified within 15 days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, the applicant will have the option to supply the additional funds. The applicant will be given 45 days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to the execution of the construction contract. If the homeowner cannot provide the additional funds, the City may “walk away” from that home. If the applicant does not respond in 30 days, the City will cancel the application, close the file and “walk away” from the property.

Lead-based paint risk assessment inspections will be completed after the Housing Quality Standards inspection and if the estimated cost for repairs is below \$25,000. If the lead-based paint risk assessment shows lead and repairs cannot be done with containment, which allows a family use of restroom, cooking and sleeping facilities, and the family must relocate to a lead safe housing unit for the duration of the rehabilitation and until the dwelling passes the clearance test. Refusal to relocate will be grounds to “walk away”.

Children, age six or younger, will be required to relocate if lead activity is necessary, even if containment is possible. Refusal to relocate will be grounds to “walk away”.

## ***LEAD-BASED PAINT REQUIREMENTS***

The homeowner, contractor, City, Housing Board, Grant Administrator and Housing Inspector will be required to follow all regulations of all state and federal regulations regarding lead-based paint hazards. The appropriate regulations are hereby made a part of this plan.

Participation in the Housing Rehabilitation program is voluntary for all parties. All property proposed for rehabilitation, and built prior to 1978, will be inspected for lead-based paint.

The City will require that children younger than 6 years of age living in a house built prior to 1978 be tested for an elevated blood lead level. If an applicant refuses to allow the child's blood to be tested, the City may elect not to rehabilitate the home.

The City is not required to pay any expenses for relocation of the household that may be required by lead-based paint activities during construction. However, the City recognizes that if relocation is required, it could produce a degree of hardship on the household. It will be the policy of the program to provide lodging of the City's choice for the family. This will not include reimbursement or payment for meals, laundry, telephone calls or other items. Lodging will be available for the actual days the members are required to be out of the home. The city will also consider on a case-by-case basis, alternative relocation sites as suggested by the homeowner. If a family voluntarily relocates during rehabilitation, when relocation is not required, it will be the policy of the City to not pay any relocation expenses.

## ***LEAD-BASED PAINT PRECAUTIONS***

All occupants of property to be rehabilitated will be notified of the following:

1. All households will receive both the "Protect Your Family from Lead in Your Home" and "Renovation Right" brochures.
2. All households will receive a copy of the risk assessment report to sign within 15 days after the risk assessment is completed.
3. If lead-based paint is discovered in the assessment, households will receive a "Lead Hazard Reduction Notice" within 15 days after work is completed.
4. All households, which have been identified as having lead-based paint, will receive a copy of the "Lead Hazard Clearance Notice".
5. Require any individual 6 years of age or younger, residing in the home, to have a blood test for elevated levels of lead.
6. Homeowners may sign a waiver to remain in their home if no child six or under lives in the house and the repairs can be completed with self-containment; and restroom, cooking and sleeping facilities are available.

7. Relocation costs to a lead free dwelling may be paid to a homeowner or tenant when the risk assessment shows elevated levels of lead in areas where repairs will be done with or without containment and a restroom, cooking, and sleeping facilities are not available.
8. Participation in the Housing Rehabilitation program is voluntary, therefore, temporary relocation expenses are not required.

## ***ROLES AND RESPONSIBILITIES***

### ***Homeowner/Tenant***

The homeowner/tenant must agree to abide by all the rules and regulations of the Housing Rehabilitation program and allow the rehabilitation work to be performed on his/her home in accordance with the Housing and Lead Hazard Control Plans, the Material Application Manual, procurement requirements, and/or the CDBG Housing Standards guidelines.

The homeowner/tenant must:

1. Complete a Property Owners' Soft Loan Agreement (Attachment A and, if applicable, Attachment B).
2. Remove all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas and cutting any weeds or saplings that may obscure the foundation, or hauling away items stacked in or around the house, or homeowner/tenant must agree to allow debris to be removed from the premises by the contractor or City.
3. Grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work, ongoing inspections of work, and state monitoring visit.
4. Provide electricity and water to the contractor at no cost.
5. Sign a waiver of liability for the property identified in the application.
6. Provide proof of property insurance and must keep the dwelling insured for the three year soft loan period.
7. Shall provide documentation of lead blood level for every child age six (6) and under if the home was constructed prior to 1978, prior to rehabilitation work proceeding.
8. Must agree to relocate should it become necessary in order to perform the lead hazard work.

9. Maintain the rehabilitated property in good condition and repair so it will not become a substandard property.
10. Must fill out an application and supply income documentation for the Weatherization program.
11. **The homeowner will be required to attend the final inspection and sign the final inspection certificate.** If the homeowner has questions or comments on any of the rehabilitation work it should be mentioned at this time and resolution agreed upon, prior to signing the certificate of completion.
12. If requested, the homeowner must make the home available at a CDBG monitoring visit.

### ***GRIEVANCE POLICY***

All grievances or concerns regarding civil rights, fair housing, the City Commission, the Grant Administrator, City Clerk/Assistant City Manager, the Housing Inspector, the contractor(s), the contractor's workmanship, the bid procedure(s), the awarding of the contracts etc. shall follow the grievance policy included in this application. All grievances and concerns should first be made in writing to the City Clerk/Assistant City Manager. The City Clerk/Assistant City Manager will then observe the following procedure:

#### **Level 1**

The City Clerk/Assistant City Manager receives a written complaint.

*The City Clerk/Assistant City Manager contacts the Grant Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The Grant Administrator will contact the Housing Inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant and a copy of the resolution will be forwarded to the City Clerk/Assistant City Manager.*

The City Clerk/Assistant City Manager will immediately advance the complaint to level 2 if the complaint is on fair housing, civil rights, procurement or an environmental issue.

***The complainant has the right to appeal the decision and must do so in writing to the City Clerk/Assistant City Manager within five days from the date of the written resolution.***

#### **Level 2**

The written complaint concerning fair housing, civil rights, procurement, the environment or an appeal of a previous decision will be reviewed by the Mayor, City Manager and City Clerk/Assistant City Manager, with the assistance of the Grant Administrator and the City Attorney. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Commission, 130 South Market, Suite 7050, Wichita, Kansas, 67202, for investigation and resolution. After review, a written decision will be made to the complainant and the City Commission.

***The complainant has the right to appeal the decision and must do so in writing to the City Clerk/Assistant City Manager within five days from the date of the written resolution.***

### **Level 3**

The City Clerk/Assistant City Manager receives a written appeal from the complainant. The City Commission will review the appeal with assistance from the City Attorney and Grant Administrator. All written evidence will be made available to the City Commission for their deliberation.

The City Commission shall present a written resolution to the complainant within 15 days of the date the appeal was received.

***All grievances/concerns regarding this project should first be made in writing.*** The letter must be submitted to the City Clerk/Assistant City Manager. The City Clerk/Assistant City Manager will then refer the complaint to the appropriate party(ies) to resolve the dispute.

Written notice will be given to the complainant within 15 days. If the grievance remains unsolved after this action, the Grant Administrator, Housing Inspector, contractor and the homeowner will review the situation. Subsequently, a written recommendation of resolution will be forwarded to the Housing Board.

If this problem still cannot be resolved, the Housing Board will make disposition of the complaint from documentation that the complainant, Housing Inspector, contractor and/or Grant Administrator have submitted. Any of the involved parties may be called to appear before the Housing Board for clarification of the matter. At the time the Housing Board agrees, as a group, to make disposition of the complaint, they must in writing state their disposition and how it was determined. The Housing Board will then meet with the City Commission to state their disposition of the complaint.

The governing body will then review the complaint at the next City Commission meeting. The City Commission will determine at that meeting if the Housing Board's decision is acceptable or unacceptable. If it is unacceptable, the City Commission has the right to overturn the decision of the Housing Board. At that time the final disposition will be made in writing to the complainant.

**Final responsibility for the Housing Rehabilitation program rests with the City. The City will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.**

### ***CONFLICT OF INTEREST POLICY***

The State of Kansas agreed, when it accepted the CDBG program in 1983, to abide by 24 CFR 570.611 of the Federal regulations (conflict of interest) for the program. The Kansas Department of Commerce developed a conflict of interest policy on April 22, 1994, relating to housing. This policy has been broadened to cover all areas of participation in all programs funded by CDBG monies. In an attempt to clarify this issue for the State's program, the State has adopted, as of

July 1, 1996, the following position on conflict of interest, incorporating the April 22, 1994, policy and extending the policy further to address other areas as provided in 24 CFR 570.611.

Standard of Conduct Involving Conflict of Interest

- I. Persons Covered: The conflict of interest provision of this policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the recipient, or of any designated public agencies, or subrecipients which are receiving funds from the Kansas Community Development block grant Program.
- II. Applicability:
  - A. In the area of procurement of supplies, equipment, construction, and services by recipients, subrecipients, or designated public agencies, the conflict of interest provisions in public Law 103-355 or OMB Circular A- 110, as applicable, shall apply.
  - B. In all cases not governed by PL 103-355, the provisions of this policy shall apply. Such cases include the acquisition and disposition of real property and the provisions of assistance by the recipient or subrecipients to individuals, businesses and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- III. Conflicts Prohibited: Except for approved administrative or personnel cost, no persons described in I. above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the State program or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or 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. For the State CDBG Economic Development program, the above restrictions shall apply to all activities that are a part of the funding approval for all projects, and shall cover any such interest or benefit during, or at any time after, such person's tenure.
  - A. An exception may be considered only after the grant applicant has provided the following:
    1. A disclosure of the nature of the conflict accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made;
    2. Whether an opportunity was provided for competitive bidding or negotiation;
    3. Whether the person affected is a member of a group or class of low-or moderate- income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally



- the same interests or benefits as are being made available or provided to the group or class;
4. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
  5. Whether the interest or benefit was present before the affected person was in a position as described in Section III;
  6. Whether undue hardship will result either to the recipient or the person affected when weighted against the public interest served by avoiding the prohibited conflict; and
  7. Any other relevant considerations.

If after all considerations, determination is made to grant an exception, the State shall issue a waiver noting such exception and the conditions and the basis for the issuance of the same.

It is the policy of the CDBG program that no waiver will be issued concerning benefit to the chief elected official or governing body members of the grantee, except in dire circumstances affecting performance.

## ***CONTRACTOR GUIDELINES***

In order to be eligible to work on houses in the Winfield Housing Rehabilitation program, contractors must meet the following program requirements.

### **I. Contractor Eligibility**

- A. Contractors are placed on the Bidders List through contact with the City.
- B. All contractors must be licensed with the City of Winfield Inspection Department.
- C. All plumbing, electrical and mechanical subcontractors must be licensed and have qualifications information on file with the City.
- D. Contractors may be asked to provide work and credit references.
- E. Contractors must have good references.
- F. Contractors must be in good standing which means they will not appear on the Department of Labor's debarment list.

### **II. Contractor Requirements**

- A. Contractors must comply with all federal and state guidelines, rules, regulations and orders issued by the U.S. Department of Housing & Urban Development, the U.S. Department of Labor, and the Kansas Department of Commerce governing the Winfield Housing Rehabilitation program.
- B. Contractors may not work on more than two houses in the City at one time, unless the dollar value of a housing rehabilitation contract is less than \$2,500; except under special exceptions granted by the City Commission.

- C. Contractors shall provide and shall require any subcontractors to provide certificates or other evidence of insurance prior to signing a contract certifying that for the period covered by any contract all contractors and subcontractors carry:
1. Workmen's Compensation Insurance for all owners, employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workmen's Compensation Laws.
  2. Manufacturers and Contractors Public Liability Insurance with limits of \$100,000/\$300,000 to protect the contractor, his subcontractors, and the owners, as their interest may appear, against claims for injury to, or death of, one or more than one person, due to accidents which may occur or result from operations under any contract; such insurance shall cover the use of all equipment, machinery, hoists and motor vehicles used in the performance of work.
  3. Property damage insurance in an amount not less than \$25,000 to protect the contractor, his subcontractors and the owners, as their interests may appear, from claims for property damage that might arise from operations under any contract.
  4. Any and all additional insurance required by the laws of the State of Kansas.
  5. Lead Based Paint Certification for themselves, all employees and subcontractors, as applicable by law.
- D. An invitation to bid will be sent to all contractors. Those contractors interested will be sent a bid package which will include:
1. Instructions to bidders, which will include bid tour date and bid opening.
  2. The final bid specifications for each house.
  3. A required Bid Proposal form for each house.
  4. General and Material Specifications.
  5. A notice of where lead hazards have been identified.
  6. A copy of the Construction Contract (for informational purposes only).
- E. Contractors send sealed bids to Brenda Peters, City Clerk with the City of Winfield.
- F. Bid selection will be determined by the following factors for each house:
1. Lowest bid.

2. Each contractor will only be allowed have two open housing contracts at one time.
  3. Low bid on individual line items that are selected for inclusion in the final contract document specifications.
  4. Quality of workmanship on previous projects.
  5. Performance on previous contracts with federal and state funds.
  6. References supplied by the contractor.
- G. City Commission approves the best bid following a recommendation of the 2017 CDBG Housing Rehabilitation Committee.
- H. Conference is held between the Grant Administrator and the contractor to finalize the contract specifications, contract terms and to go over federal and state rules, regulations, and laws. Contract specifications may need to be revised due to a maximum allowable limit per house placed on grants to home owners. The contract specifications will contain only the highest priority repairs on each house. Change orders must be approved by the inspector and grant administrator.
- I. Conference is held between the Grant Administrator, the contractor and the homeowner to sign the contract and issue the Notice to Proceed.
- J. Terms of payment must be met for payment to be made by the City.
1. Work must pass inspection.
  2. Certificate of Completion will be signed.
  3. Lien Prevention Document Waiver must be completed and submitted.
  4. Contractor will submit an invoice for the amount of the work no later than the Friday prior to the next scheduled payment date of Wednesday. Checks are normally issued weekly, but payment within 5 days cannot be guaranteed. Submittal of invoices one week prior to the next payment date is encouraged to ensure that payment can be made at the next scheduled payment date.

**City of Winfield  
Repayment Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF WINFIELD (hereinafter the "CITY") and

\_\_\_\_\_  
(Hereinafter referred to as HOMEOWNER (S),

WHEREAS, the CITY is authorized to administer CDBG rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development; and

WHEREAS, the HOMEOWNER(s) has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that the HOMEOWNER(s) qualified for receipt of a homeowner rehabilitation grant in accordance with all program rules; and

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars; and

WHEREAS, the HOMEOWNER(s) desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ \_\_\_\_\_ in CDBG rehabilitation dollars on behalf of HOMEOWNER(s), the HOMEOWNER(s) agree:

- 1 That the correct legal description for the real property is as follows:
- 2 To continue to own, occupy and maintain insurance on the structure repaired with CDBG funds for a period of three (3) years after the issuance of a Certificate of Completion; and
- 3 To maintain the rehabilitated property in a "standard condition" so as to prevent substantial destruction of the improvements due to the negligence of the HOMEOWNER(s); and upon breach of any of the aforesaid covenants, the HOMEOWNER(s) agrees to repay the CITY, 1/36 of the rehabilitation cost for every month prior to the expiration of the repayment agreement.
- 4 The HOMEOWNER(s) further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years after the issuance of a Certificate of Completion, the HOMEOWNER(s) should repay to the CITY, out of any insurance proceeds or other compensation received,

a sum of money to be computed according to the schedule set forth above; provided, however, if the HOMEOWNER(s) received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

- 5 That in the event the HOMEOWNER(s) reside in and retain the real property for three (3) years from the date of the signed Certificate of Completion, this agreement shall expire and become null and void.

WHEREAS; the CITY and HOMEOWNER(s) agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IT IS SO AGREED  
**City of Winfield**

By: \_\_\_\_\_

Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

HOMEOWNER(s)

\_\_\_\_\_  
Signed:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signed:

Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**City of Winfield  
Property Owner Rental Agreement**

THIS AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Winfield (hereinafter referred to as the Local Public Body) and

\_\_\_\_\_ Landlord/Owner (hereinafter referred to as the Owner),

WITNESSETH:

WHEREAS, the Local Public Body has provided the Owner financial assistance for the repair and rehabilitation of property located at \_\_\_\_\_; and

WHEREAS, the Owner, at the time of receipt of financial assistance from the Local Public Body was renting or had plans to rent the aforementioned property to persons of low- and moderate-income, as defined by the Local Public Body on data from the U.S. Department of Housing & Urban Development.

NOW THEREFORE, the parties hereto do mutually agree as follows:

TERM: This Agreement shall be in effect for a period of three (3) years after the issuance of a Certificate of Completion.

In the event the property is sold during the term of this Agreement, the Owner shall compensate the Local Public Body in an amount as set forth in the Repayment Agreement dated \_\_\_\_\_. Provided, however, that should the purchaser agree, in writing, to all of the terms and conditions herein, the City Council may allow the purchaser to assume the obligations set forth herein and defer payment.

1. Whereas, the Owner further agrees that any subsequent tenants renting this property within three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing & Urban Development Section 8 low- to moderate- income guidelines. Also, the monthly rental payment may not exceed the current monthly payment of \$\_\_\_\_\_ (an annual Federal cost of living increase is allowed), or the Fair Market Rents (FMR) as published annually by HUD, for the county where the real property is located, whichever is less.
2. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of Winfield or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.

3. The Owner shall not discriminate against a person or persons on the basis of race, creed, color, sex, age, or national origin in the renting or leasing of property repaired with financial assistance provided by the Local Public Body.

Further, any default by the Owner on the above conditions will result in the Owner repaying the grant according to the Repayment Agreement dated \_\_\_\_\_.

IN WITNESS WHEREOF, the Local Public Body and Owner have executed this Agreement as of the date first above written.

**City of Winfield**

By: \_\_\_\_\_ Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

Owner(s)

\_\_\_\_\_  
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**A RESOLUTION**

**AUTHORIZING** an Outdoor Community Event and Temporary Entertainment District Application (Kansas Sampler Festival Alcohol Sales)

---

**WHEREAS**, Winfield Area Chamber of Commerce has made application for an Outdoor Community Event and Temporary Entertainment District to host a special event, the Kansas Sampler Festival, May 6 & 7, 2017; and

**WHEREAS**, Winfield Area Chamber of Commerce requests the sale, possession, and consumption of alcoholic liquor on city streets, alleys, parking lots, and public sidewalks during an event, a part of the special event, from 5:00 pm to 10:00 pm, on May 6, 2017, to be held in Island Park, identified in the Outdoor Community Event and Temporary Entertainment District Application, attached and made a part hereof; and

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

**WHEREAS**, a Special Event is defined by K.S.A. 41.719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event.

**WHEREAS**, Winfield Area Chamber of Commerce has contracted with Bottle Service LLC, 1421 Millington Street, Winfield KS, a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division and the City of Winfield. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit. [Subsection (c) of K.S.A. 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Bottle Service LLC liquor license #4760, attached and made a part hereof, effective 01/27/2016 and expiring 01/26/2018. Bottle



Service LLC will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Winfield Area Chamber of Commerce or Bottle Service LLC.

**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 an Outdoor Community Event and Temporary Entertainment District Application in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the sale, possession or consumption of alcoholic liquor as presented by the Winfield Area Chamber of Commerce for an event from 5:00 pm to 10:00 pm, on May 6, 2017, to be held in Island Park, Winfield, Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

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

**ADOPTED** this 6th day of March, 2017.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Mayor

ATTEST:

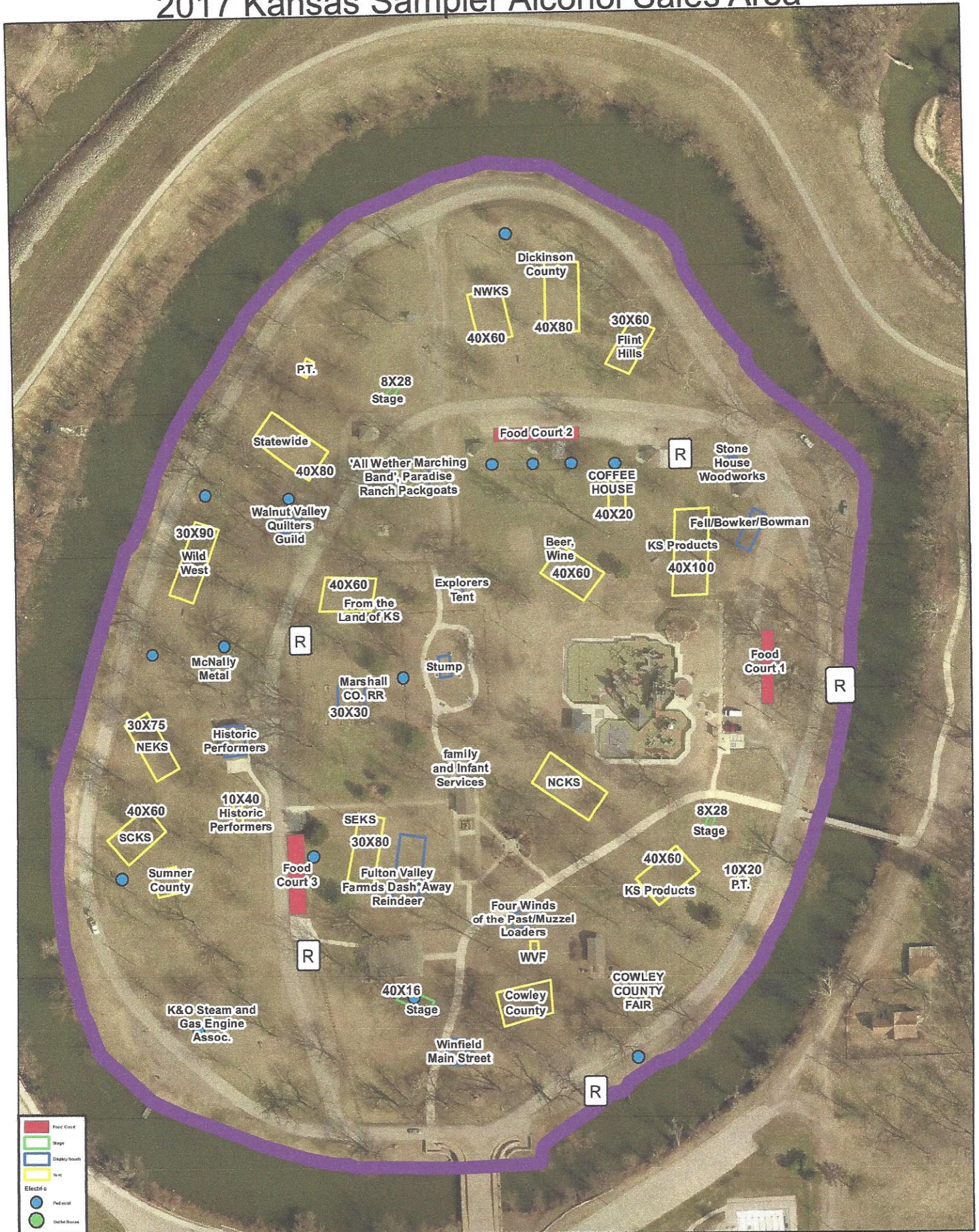
\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager



# 2017 Kansas Sampler Alcohol Sales Area





**Kansas Alcoholic Beverage Control Division**  
**Liquor License**  
**Caterer**

**OWNER NAME:** Bottle Service LLC  
**DBA:** Bottle Service  
**ADDRESS:** 1421 Millington Street  
Winfield, KS 67156

**LICENSE NO: 4760**

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

**PRIVILEGES:**

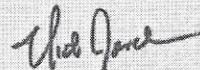
Allows the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

**AGREEMENT:**

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.



Dean Reynoldson  
Director, Alcoholic Beverage Control



Nick Jordan  
Secretary of Revenue

**EFFECTIVE: 01/27/2016**

**EXPIRES: 01/26/2018**

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [abc.licensing@kdor.ks.gov](mailto:abc.licensing@kdor.ks.gov) if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email [miscellaneous.tax@kdor.ks.gov](mailto:miscellaneous.tax@kdor.ks.gov) if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

**CLOSING YOUR BUSINESS**

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license



**A RESOLUTION**

**APPROVING** an Outdoor Community Event and Temporary Entertainment District Application (Kansas Sampler Festival Alcohol Samples)

---

**WHEREAS**, Winfield Area Chamber of Commerce has made application for an Outdoor Community Event and Temporary Entertainment District to host a special event, the Kansas Sampler Festival, May 6 & 7, 2017; and

**WHEREAS**, Winfield Area Chamber of Commerce requests authorization enabling free samples of domestic wine, domestic beer and spirits to be served, as well as, to sell unopened containers of domestic wine during the special event to be held in Island Park, 200 Main, from 10:00 am to 5:00 pm, on May 6, 2017, and 10:00 am to 4:00 pm, on May 7, 2017, at a site specifically identified in the Outdoor Community Event and Temporary Entertainment District Application, attached and made a part hereof; and

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

**WHEREAS**, The serving of samples free of charge and sale of unopened containers of domestic wine manufactured by licensed farm wineries [Subsection (a)(4) of K.S.A. 41-308a], and, serving of samples free of charge of domestic beer manufactured by licensed microbreweries [Subsection (a)(4) of K.S.A. 41-308b], and, serving of samples free of charge of spirits manufactured by licensed microdistilleries [2012 Sub. for HB 2689, New Section 2, subsection (a)(4)] is permitted during a special event (a public or private gathering of two or more persons, arranged for a specific commercial, charitable or social purpose, having a limited duration and not conducted in the ordinary course of business) when the licensed farm winery, microbrewery, and microdistillery participating in the special event has completed and submitted to Kansas Alcohol and Beverage Control form ABC-842 not less than 10 days prior to the event; and

**WHEREAS**, Winfield Area Chamber of Commerce is not required to maintain a State or Local alcohol permit of any type to enable serving free samples of domestic wine, domestic beer and spirits, as well as, to sell unopened containers of domestic wine by licensed farm wineries, microbrewers, or microdistillers during the Kansas Sampler Festival , a special event, to be held in Island Park, 200 Main, from 10:00 am to 5:00 pm, on May 6, 2017, and 10:00 am to 4:00 pm, on May 7, 2017.

**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 approves the Outdoor Community Event and Temporary Entertainment District Application as requested by the Winfield Area Chamber of Commerce and acknowledges the serving free samples of domestic wine, domestic beer and spirits, as well as, to sell unopened containers of domestic wine by licensed farm wineries, microbrewers, or microdistillers during the Kansas Sampler Festival , a special event, to be held in Island Park, 200 Main, from 10:00 am to 5:00 pm, on May 6, 2017, and 10:00 am to 4:00 pm, on May 7, 2017, 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 6th day of March, 2017.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager



# 2017 Kansas Sampler Alcohol Sampling Area





**BILL NO. 1716**

**RESOLUTION NO. 1617**

**A RESOLUTION AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF WINFIELD, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

---

**WHEREAS**, K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 39 (the “Act”) provides that the City Engineer of the City of Winfield, Kansas (the “City”), may file with the governing body of the City (the “Governing Body”) a master capital improvements plan (the “Plan”) for the physical development of the City within the boundaries of the City, including the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which Plan may require a number of years to execute; and

**WHEREAS**, upon approval of the Plan by the Governing Body, the City is authorized to issue its general obligation bonds in an amount sufficient to carry out such Plan and associated costs; and

**WHEREAS**, the City Engineer has filed such a Plan, as may be amended, with the Governing Body, a copy of which is attached as *Exhibit A*; and

**WHEREAS**, the Governing Body desires to ratify and approve the Plan and to authorize the issuance of general obligation bonds to finance all or a portion of such Plan.

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

**Section 1. Plan Approval.** The Governing Body hereby ratifies and approves the Plan in the form submitted by the City Engineer, a copy of which is attached as *Exhibit A*.

**Section 2. Bond Authorization.** The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described projects included in the Plan (the “Improvements”):

<u>Description</u>	<u>Estimated Cost</u>
14th Avenue Bridge Replacement	\$1,678,000*
12th Avenue KDOT Project	800,000**
Public Safety Facility	7,500,000

\*previously authorized at the estimated cost of \$200,000

\*\*previously authorized at the estimated cost of \$400,000

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act

**Section 3. Reimbursement.** The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]



**ADOPTED AND APPROVED** by the governing body of the City of Winfield, Kansas, on March 6, 2017.

(Seal)

---

Mayor

ATTEST:

---

Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on March 6, 2017, as the same appears of record in my office.

DATED: March 6, 2017.

---

Clerk

**EXHIBIT A**

**CITY OF WINFIELD, KANSAS  
MULTIYEAR CAPITAL IMPROVEMENTS PLAN**

<b><u>Project</u></b>	<b><u>Funds Needed</u></b>	<b><u>Year Funds Needed</u></b>	<b><u>Project Description</u></b>
Ambulance Purchase	\$ 100,000	2016	Ambulance – Winfield EMS
Baden Community Center Improvements	100,000	2016	Public Building Improvements
Technology Upgrades	100,000	2016	Digital Storage Capacity Improvements
Public Safety Facility Study	100,000	2016	Comprehensive Study for Public Safety Facility Operational Needs
2016 KLINK	125,000	2017	Street improvements and related appurtenances
12th Avenue KDOT Project	800,000	2017	Street improvements and related appurtenances
Fire Truck	750,000	2018	Fire Truck Acquisition
14th Avenue Bridge	1,678,000	2017	Bridge improvements
2017 KLINK	315,000	2017	Street improvements and related appurtenances
Public Safety Facility	7,500,000	2017 - 2019	Construction of Public Safety Facility



# Memo

**To:** City Manager Willmoth  
Mayor Butters  
Commissioner Hutto  
Commissioner Thompson

**From:** City Clerk Brenda Peters

**Subject:** CIP Authorizations

**Date:** March 3, 2017

Gilmore & Bell PC will be providing a Resolution to be considered on Monday March 6, 2017 to authorize some of the projects we have been discussing of late in order for the City to be able to issue debt on the projects.

12th Avenue KDOT project - This project was previously authorized by the Commission for an amount of \$400,000 for the City's portion of the project. This cost has risen to \$800,000 for the City's portion, so this will need to be amended formally.

14th Avenue Bridge Replacement - The total cost of the project is expected to be approximately \$2,678,000. The State will contribute \$1,000,000, so the City will need to finance \$1,678,000.

Public Safety Facility - For the different (beginning) phases of this project, staff expects the City to expend \$100,000 in 2017, \$1,400,000 in 2018, and \$6,000,000 in 2019, all of which will need to be financed in stages.

According to Russ Tomevi, there will not be a 2018 KLINK project.

# memo

## City of Winfield

To: Jeremy Wilmoth  
From: Gus Collins, Beau Bailey  
  
Date: March 2, 2017  
Re: Skid Loader Lease Agreements

---

Comments: In 2012, the City of Winfield began leasing equipment (skid loaders and excavators) with White Star Machinery. This change was necessary due to the current machines owned by the city, high repair costs exceeding value of the fifteen year old machine.

These one year leases were attractive for many reasons, but primarily cost. This allowed departments to maintain new equipment under warranty with little overhead. As aging skid loaders were in need of replacement departments began leasing rather than purchasing. The city currently operates four skid loaders under such an agreement, with two nearing their renewal dates in April, (Underground Utilities and Wastewater Treatment Plant).

Due to inventory issues, White Star has been forced to reevaluate its lease program. For 2017, they are not offering these leases at such an attractive rate. This year's pricing went from the \$4,000 range, depending on the machine, to \$11,000, making this far less appealing, and cost prohibitive. With budgets already set, city staff was forced to look at other options.

Over the course of the past few months, staff has met with and requested options from four different dealerships (two local). Each came back with several different proposals, ranging from rental agreements to lease, and purchase options, with annual costs from \$4500 to \$11,000. The best option from both an economical standpoint as well as warranty coverage was provided by Prairie Land Partners of Winfield for a John Deere skid loader. The annual cost for a 320E, (comparable to the Bobcat 595 currently up for replacement), is in the \$4500 range depending on options. This would be a five year lease with warranty coverage for the term of the agreement or 1,000 hours, and a purchase option at the end of the lease.

The proposal from Prairie Land Partners will allow us to continue to maintain an updated fleet while operating close to our adopted budget, (within approximately \$500 on the current renewals). Recommendation is to enter into the five year lease agreement for two John Deere 320E skid loaders to replace the current machines provided by White Star Machinery. Note: A discount is possible if the city approves three to five such agreements. We anticipate having four leases.

Gus Collins  
Director Underground Utilities/Wastewater  
City of Winfield

# memo



To: Jeremy Willmoth

From: Gary Mangus

CC:

Date: 2/28/2017

Re: FY'2017 RFQ-Cruiser-Police

A handwritten signature in cursive script, appearing to read "Garn", located next to the "From:" field.

Vendor	Make	Model	Price	Units	Extended
Kline Motors, Inc	Ford	Taurus	\$ 29,276.00	3	\$ 87,828.00
Winfield Mtr Co, Inc	Dodge	Charger	\$ 25,718.00	3	\$ 77,154.00

FY'2017 Budget Allocation \$110,000\*

\*includes funds for graphics, wiring, and standard City police aftermarket additions: console, 2-way radio antenna, rechargeable flashlight, first aid kit, etc

**Staff Recommendation:**

Accept quote from Winfield Motor Co. for 3 units at \$25,718.00 each.



# memo

To: Jeremy Willmoth  
From: Gary Mangus  
CC:  
Date: 2/28/2017  
Re: FY'2017 60" ZTR Mower Quotes- Parks



Vendor	Make	Model	HP		Price
Grouse Valley Equip	Hustler	Fastrak SDX	25 Kohler	\$	5,812.06
				Mulch Kit \$	229.00
					\$ 6,041.06
Grouse Valley Equip	Hustler	X-One	27 Kawasaki	\$	6,899.00
				Mulch Kit \$	229.00
					\$ 7,128.00
Schmidt & Sons	Massey	3900	27 Briggs	\$	7,425.00
PrairieLand Partners	John Deere	Z915 E	25 JD	\$	7,850.00
Schmidt & Sons	Land Pride	ZT360	27 Kawasaki	\$	8,530.00
PrairieLand Partners	Jonh Deere	Z950M	27 JD		
				w/Mulch kit \$	8,825.00
				w/Mulch on Demand \$	9,500.00

FY'2017 Budget Allocations: Parks \$ 9,000.00

**Staff Recommendation:**

Accept quote from Grouse Valley Equipment for 60" Xone for \$7,128.00



# memo



To: Jeremy Willmoth

From: Gary Mangus

A handwritten signature in cursive script, appearing to read "Garn", positioned next to the "From: Gary Mangus" line.

CC:

Date: 2/28/2017

Re: FY'2017 RFQ-UV-Parks

---

Vendor	Fuel	Make	Model	HP	Price
Schmidt & Sons	Gas	Kubota	RTV-V400CI-H	16.0	\$ 8,850.00
PrairieLand Partners	Gas	John Deere	Gator TX (MY16)	15.5	\$ 9,200.00

---

FY'2017 Budget Allocation \$9,000

**Staff Recommendation:**

Accept quote from Prairieland Partners for Gator TX for \$9,200







# memo



To: Jeremy Willmoth  
From: Gary Mangus *Gm*  
CC:  
Date: 2/28/2017  
Re: FY'2017 RFQ-15' Folding Rotary Mower-Lake

FY'2017 Budget	\$	22,000.00		
Vendor	Make	Model	Price	
Schmidt & Sons	Land Pride	RC5615	\$	14,850.00
		Tandem center axle/6 aircraft tires	\$	70.00
		Cat 5 wing drivelines	\$	380.00 \$ 15,300.00
PrarieLand Partners	John Deere	CX15		\$ 15,500.00
		6 wheels		
		Foam filled severe duty ag tires		
		Spring suspension		
PrarieLand Partners	John Deere	CX15		\$ 16,250.00
		8 wheels		
		Foam filled severe duty ag tires		
		Spring suspension		
PrarieLand Partners	John Deere	CX15		\$ 16,400.00
		6 wheels		
		Severe duty ag tires		
		Single row chain guards		
		Air bag suspension		
PrarieLand Partners	John Deere	CX15		\$ 17,250.00
		8 wheels		
		Severe duty ag tires		
		Air bag suspension		
		Dual row chain guards		

## Staff Recommendation:

Accept quote from Schmidt & Sons:

Land Pride RC5615 for \$14,850.00 with both listed options-Total \$15,300.00



# memo

To: Jeremy Willmoth  
 From: Gary Mangus *Gm*  
 CC:  
 Date: 2/28/2017  
 Re: FY'2017 RFQ-Pickup Trucks-Streets, Electric Distribution, Refuse

## **Streets-1T, Reg cab, cab/chassis, 84" CA, 4x2 DRW, V8, Auto w/PTO prep**

Vendor	Make	Model	Price
Winfield Motor Co	Dodge	R3500	\$ 26,671.00

Kline Motors Inc	Ford	F350	\$ 26,762.00
------------------	------	------	--------------

FY'2017 Budget Allocation: \$50,000\*

\*includes funds for third party dump bed and standard City aftermarket additions: tool boxes, 2-way radio antenna, traffic advisor LED lighting, rechargeable flashlight, first aid kit, mounted spot light, etc

## **Electric Distribution-1T, Crew cab, cab/chassis, 60" CA, 4x4 DRW, V8, Auto**

Vendor	Make	Model	Price
Winfield Motor Co	Dodge	R3500	\$ 29,118.00

Kline Motors Inc	Ford	F350	\$ 31,487.00
------------------	------	------	--------------

FY'2017 Budget Allocation: \$70,000\*

\*includes funds for third party utility bed and standard City aftermarket additions: 2-way radio antenna, traffic advisor LED lighting, rechargeable flashlight, first aid kit, mounted spot light, etc

## **Refuse-3/4T, Crew cab, 64" box, 4x4 SRW, V8, Auto**

Vendor	Make	Model	Price
Winfield Motor Co	Dodge	R2500	\$ 27,773.00

Kline Motors Inc	Ford	F250	\$ 29,872.00
------------------	------	------	--------------

FY'2017 Budget Allocation: \$45,000\*

\*includes funds for standard City aftermarket additions: headache rack, tool boxes, 2-way radio antenna, traffic advisor LED lighting, rechargeable flashlight, first aid kit, mounted spot light, etc

## **Staff Recommendation:**

Accept quotes from Winfield Motor Co:	R3500	\$ 26,671.00
	R3500	\$ 29,118.00
	R2500	\$ 27,773.00