

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, December 18, 2017
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Gregory N. Thompson

ROLL CALL.....City Clerk, Brenda Peters

MINUTES OF PRECEDING MEETING.....Monday, December 04, 2017

PUBLIC HEARING

- Consider adoption of a Neighborhood Revitalization Plan
- Consider amendments to the 2017 Annual Budget

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

- Bill No. 1792 - A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.
- Bill No. 1793 - An Ordinance** – Adopting a Neighborhood Revitalization Plan and designating Revitalization Areas, all as provided for in K.S.A. 12-17,114 et seq., Neighborhood Revitalization Act.
- Bill No. 1794 - A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, the City of Arkansas City, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter.
- Bill No. 1795 - A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Cowley County Animal Shelter Service Agreement between the City of Winfield, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter.
- Bill No. 1796 - An Ordinance** – Amending the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2017, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.
- Bill No. 1797 - An Ordinance** – Amending Section 34-62 (b) of the Revised Ordinances of the City of Winfield, Kansas, relating to fees for the Winfield Aquatic Center.
- Bill No. 1798 - A Resolution** – Fixing the time and place, and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structure, a house in the City of Winfield, Cowley County, Kansas. (2104 W. 6th Ave)
- Bill No. 1799 - A Resolution** – Authorizing the execution of the Authority to Award Contract and Commitment of City Funds for Project No. 18 U 0681-01.

OTHER BUSINESS

- Consider 2018 CMB License Applications
- Consider Liquor License Application for Luigi's Italian Restaurant, 124 E 9th Ave
- Consider approval of ESRI contract
- Motion to cancel work session scheduled for Thursday December 28, 2017 and regular meeting scheduled for Tuesday January 2, 2018; and, re-schedule work session for Thursday January 4, 2018 and the regular meeting for Monday January 8, 2018.

ADJOURNMENT

- Next work session RESCHEDULED for Thursday, January 4, 2018
- Next regular meeting RESCHEDULED for 5:30 p.m. Monday, January 08, 2018.

CITY COMMISSION MEETING MINUTES

Winfield, Kansas

December 4, 2017

The Board of City Commissioners met in regular session, Monday, December 04, 2017 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Ronald E. Hutto and Brenda K. Butters 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 Gary Mangus, Assistant to the City Manager; Gus Collins, Director of Gas & Wastewater Utilities; Patrick Steward, Director of Community Development; Brad Sexson, Head Golf Professional at Quail Ridge Golf Course and Scott Schoon, Aquatics Center Manager.

City Clerk Peters called roll.

Commissioner Butters moved that the minutes of the November 20, 2017 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATION

City Manager Willmoth and the Commission recognized Wes Keely for his 42 years of service to the City of Winfield.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 1786 – An Ordinance – Amending Section 34-62 (a) of the Revised Ordinances of the City of Winfield, Kansas, relating to fees for playing golf and related golf activities on the City of Winfield Municipal Golf Course, a/k/a Quail Ridge Golf Course. City Manager Willmoth explains that this bill concerns rates at Quail Ridge Golf Course. Adoption of this bill will also provide customers with more options for play at the Golf Course. Upon motion by Commissioner Hutto, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 1786 was adopted and numbered Ordinance No. 4077.

Bill No. 1787 – An Ordinance – Amending Section 34-62 (b) of the Revised Ordinances of the City of Winfield, Kansas, relating to fees for the Winfield Aquatic Center. There was general discussion about the bill as presented. It was decided to take no action on this bill and have further discussion and review at the next work session on December 14, 2017. Bill No. 1787 died due to lack of motion.

Bill No. 1788 – A Resolution – Declaring the results of the General Municipal Election held in the City of Winfield, Kansas, on November 7, 2017. City Clerk Peters explains that this resolution declares the results of the general election held on November 8, 2017 as certified by the County Clerk to the City Clerk. Phillip R. Jarvis 712 votes and therefore receives the four-year term. Ronald E. Hutto received 675 votes and therefore receives the two-year term. Upon motion by Commissioner Hutto, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 1788 was adopted and numbered Resolution No. 6317. There was discussion about meeting dates in January, 2018. Per statute, the Commission is now required to meet on the second Monday in January following each local election. For this most recent election, the second Monday in January is January 8, 2018. The Commission decided not to meet on the regularly scheduled date of January 2, 2018 and move this regular meeting to January 8, 2018. The work session scheduled for December 28, 2017 would also be moved to Thursday January 4, 2018 at 4:00 pm. The Commission would return to the normal meeting schedule after that. City Clerk Peters will add this change to the next agenda as an other business item.

Bill No. 1789 – A Resolution – Fixing the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of 515 E 3rd Ave., a house in the City of Winfield, Cowley County, Kansas. Community Development Director Steward explains that this resolution and the following resolution both establish public hearing dates for condemnation proceedings for properties located at 515 E. 3rd Avenue and 623 W. 9th Avenue. The proposed public hearing date will be Monday January 16, 2018 at 5:30 p.m. Upon motion by Commissioner Butters, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1789 was adopted and numbered Resolution No. 6417.

Bill No. 1790 – A Resolution – Fixing the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of 623 W 9th Ave., a house in the City of Winfield, Cowley County, Kansas. Upon motion by Commissioner Hutto, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 1790 was adopted and numbered Resolution No. 6517.

Bill No. 1791 – A Resolution – Establishing a date for a public hearing concerning the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq. Assistant to the City Manager Mangus explains that this Neighborhood Revitalization Plan covers the period of years 2018 through 2020. Mangus explains that Cowley County, USD #465, and Cowley College Board of Trustees have agreed to sign the Interlocal Agreement and participate in the plan. Mangus further explains that by state statute, a public hearing must also be held for review of the plan, and that this resolution establishes a public hearing date of December 18, 2017 at 5:30 p.m. Upon motion by Commissioner Butters, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1791 was adopted and numbered Resolution No. 6617.

OTHER BUSINESS

Consider a Mini-Excavator Lease Agreement - Director of Gas & Wastewater Utilities Collins explains that on this agenda for Commissioner consideration is a lease agreement with White Star Machinery for a Mini-Excavator to be used for the Underground Utilities. Collins also explains that this lease will be for a five-year period for a lease amount of \$8,300 annually, which includes full maintenance during the full five-year period of the lease. Collins explains that the business item tonight is only to authorize the City Manager to place the equipment on order, but the lease will not be executed until February of 2018. Commission gave concurrence to allow the City Manager to authorize the order.

City Manager Willmoth gave an update to the the Commissioner on some research on the topic of land banks.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 6:40 p.m.

Signed and sealed this 13th day of December 2017. Signed and approved this 18th day of December 2017.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

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 Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.; a copy of which is attached hereto and made a part hereof.

Section 2. Prior to its entry into force, this Interlocal Agreement, made pursuant to K.S.A. 12-2901 et seq., shall be approved by the Kansas Attorney General and registered with the Cowley County Register of Deeds, as well as, the Kansas Secretary of State.

ADOPTED this 18th day of December 2017.

(SEAL)

Gregory N Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Governing Body action: _____
Jeremy Willmoth, City Manager

CITY OF WINFIELD
2018-2020 NEIGHBORHOOD REVITALIZATION PLAN
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into by and between the Board of Commissioners-City of Winfield, Kansas, hereinafter referred to as "CITY", the Board of Commissioners-Cowley County, Kansas, hereinafter referred to as "COUNTY", Board of Education-Unified School District #465, Winfield, Kansas, hereinafter referred to as "USD", and Board of Trustees-Cowley College, Arkansas City, Kansas, hereinafter referred to as "CC."

WITNESSETH:

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into Interlocal Agreements to jointly perform certain functions including economic development; and

WHEREAS, the parties of this Agreement are all public agencies pursuant to K.S.A. 12-2903, and therefore capable of entering into such Interlocal Agreements; and

WHEREAS, K.S.A. 12-17, 114 et seq. provides for neighborhood revitalization programs and allows for Interlocal Agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties to this Agreement to provide the maximum economic development incentive as provided for in K.S.A. 12-17, 119 by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The parties agree to adopt a Neighborhood Revitalization Plan (NRP), as attached hereto and incorporated herein, by this reference the same as if fully set forth herein. The parties further agree the NRP as adopted will not be amended without approval of the parties except, as may be necessary, to comply with applicable state law or regulation.

2. The parties further agree that COUNTY shall administer the NRP as adopted by each party hereto. COUNTY will participate in the issuance of tax rebates in accordance with the NRP by creating a Neighborhood Revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. The parties acknowledge and agree that five percent (5%) of increment, as defined in K.S.A. 12-17,118, shall be used to pay for COUNTY administrative costs of implementing and administering the plan.

3. This Agreement shall expire December 31, 2020. The parties agree to undertake a review of the neighborhood revitalization plan concluding in or before August of each year to determine any needed modifications to the NRP and Interlocal Agreement. The parties to this Agreement agree that termination of the Agreement by any party prior to December 31, 2020 will adversely affect the success of the NRP. The parties further agree that any party may terminate this Agreement on any August 15th prior to December 31, 2020, by providing twelve (12) months notice in writing to the other parties to the Agreement. Provided, however, any applications for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as shown below.

CITY OF WINFIELD, KANSAS

Gregory N Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

Dated this ____ day of _____, 2017

COWLEY COUNTY, KANSAS

Wayne Wilt, Board Chair

ATTEST:

Karen Madison, County Clerk

Dated this 7th day of Nov, 2017



UNIFIED SCHOOL DISTRICT #465

Lyle Weinert, Board President

ATTEST:

Tom Fell, Clerk of the Board

Dated this 13 day of Nov, 2017

COWLEY CO. COMMUNITY COLLEGE

Bob Juden, Board Chair

ATTEST:

Tiffany Vollmer, Clerk of the Board

Dated this 20th day of November, 2017

ATTORNEY GENERAL APPROVAL

The above and foregoing Interlocal Agreement between the City of Winfield, Kansas, Cowley County, Kansas, Cowley College, and Unified School District #465, is in proper form and compatible with the laws of the State of Kansas and is hereby approved pursuant to K.S.A. 12-2904(g) this _____, 2018.

DEREK SCHMIDT, KANSAS ATTORNEY GENERAL

By _____
Assistant Attorney General

(Published in the Cowley Courier Traveler on Friday, December 22, 2017)

BILL NO. 1793

ORDINANCE NO. 4079

AN ORDINANCE

ADOPTING a Neighborhood Revitalization Plan and designating Revitalization Areas, all as provided for in K.S.A. 12-17,114 et seq., Neighborhood Revitalization Act.

WHEREAS, the Governing Body of the City of Winfield, Kansas, wishes to adopt a plan to assist the rehabilitation, conservation or redevelopment of certain designated areas within the city of Winfield; and

WHEREAS, the Governing Body of the City of Winfield, Kansas, pursuant to Notice of Public Hearing, as set forth in Resolution No. 6617, did hold a public hearing on December 18, 2017 to hear and consider public comment on the Neighborhood Revitalization Plan as required by K.S.A. 1997 Supp. 12-17,117(c).

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

Section 1. The Governing Body of the City of Winfield, Kansas, does hereby adopt the Neighborhood Revitalization Plan, attached herein, and incorporated by reference as if fully set forth herein.

Section 2. The Governing Body of the City of Winfield, Kansas, hereby designates the real property described as the Neighborhood Revitalization Areas, and finds that the following conditions exist within said area: 1) a predominance of buildings which, by reason of dilapidation or obsolescence, are detrimental to public health, safety and welfare; 2) a substantial number of deteriorating structures which impair the sound growth of the city, retards the provision of housing and constitutes an economic liability; and 3) a predominance of buildings which, by reason of age, history or architecture, are significant and should be restored to productive use, and finds that the rehabilitation, conservation; and redevelopment of said area is necessary to protect the health, safety and welfare of the residents of the city. Said areas of real property designated as the Neighborhood Revitalization Areas are as follows:

Area 1-MidTown

That area within the city of Winfield bound by the following description: Point of Beginning--intersection of center lines of 18th Avenue and Manning Street; then West to East r-o-w line of BNSF RR; then Northerly along said RR r-o-w to its intersection with South r-o-w line of Flood Levee; then Easterly along said Levee r-o-w to its intersection



Neighborhood Revitalization Plan 2018-2020

**2018-2020
CITY OF WINFIELD, KANSAS
NEIGHBORHOOD REVITALIZATION PLAN
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Purpose

The City of Winfield, Kansas, Neighborhood Revitalization Plan is intended to create an incremental tax rebate program intended to encourage the rehabilitation, conservation, or redevelopment of certain areas within the city of Winfield, in order to protect the public health, safety, or welfare of the residents of the community. More specifically, through the plan the City, Cowley County, USD No. 465, and Cowley College, to the extent the same participate and adopt the Plan, offer property tax rebates for certain improvements or renovation of property within the designated areas in accordance with state statute (K.S.A. 12-17,114 et seq.).

Section 1. Neighborhood Revitalization Areas

In accordance with the provisions of K.S.A. 12-17,114 et seq., the Winfield City Commission has held a public hearing and considered the existing conditions and alternatives with respect to the designated areas, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units. Accordingly, the Commission has carefully reviewed, evaluated and determined that the areas meet one or more of the conditions to be designated as a "Neighborhood Revitalization Area."

Area 1-MidTown

That area within the city of Winfield bound by the following description: Point of Beginning-- intersection of center line's of 18th Avenue and Manning Street; then West to East r-o-w line of BNSF RR; then Northerly along said RR r-o-w to its intersection with South r-o-w line of Flood Levee; then Easterly along said Levee r-o-w to its intersection with Olive Street; **excluding Island Park and the Timber Creek Nature Center area**; then Easterly to East r-o-w line of SK & O RR; then Northerly along said r-o-w to its intersection with center line of Pine Street; then East to center line of Michigan Street; then Northerly to the center line of North Street; then Easterly intersecting an extension of the center line of Houston Street 375 feet \pm North of Chicago Avenue; then South along said extension of Houston Street to its intersection with center line of Chicago Avenue; then Easterly intersecting an extension of the center line of McCabe Street; then South to center line of Fowler Avenue; then West to center line of College Street; then South to the center line of Warren Street; then East to center line of Stevens Street; then South to center line of Simpson Avenue; then East to a point 575 feet \pm West of the intersection of Simpson Avenue and Wheat Road; then South 420 feet \pm ; then West 260 feet \pm ; then South 200 feet \pm ; then West to center line of Alexander Street; then South to center line of 9th Avenue; then West to center line of Mound Street; then South to center line of 19th Avenue; then West to center line of Broadway Street; then South to the center line of Sunnyside Avenue extended; then West to center line of alley between Loomis Street and Pike Road; then North to center line of 19th Avenue; then West to center line of alley between Main Street and Millington Street; then North to center line of 11th Avenue; then West to center line of Manning Street; then South to center line of 14th Avenue; then East to center line of alley between Main Street and Manning Street; then South to center line of 18th Avenue; then West to POB.

Area 2-West Ninth

That area within the city of Winfield bound by the following description: Point of Beginning-- intersection of center line's of West 9th Avenue and Phillips Shepherd Road; then North following the center line of Phillips Shepherd Road to its intersection with Winfield City Limits; then westerly

and southerly along Winfield City Limits to its intersection with the center line of Morning View Avenue; then East to the center line of Country Club Road; then North to the center line of Crestline Drive; then North along the center line of Country Club Road 185± feet; then east 476± feet; then North to the center line of West 9th Avenue; then East to the POB.

Area 3-Local Historic Preservation

That area within Area 1 bound by the following description: Point of Beginning--intersection of center line's of Andrews Street and 11th Avenue; then West to center line of alley between Manning Street and Menor Street; then North to center line of 10th Avenue; then West to center line of Menor Street; then North to center line of 8th Avenue; then East to center line of alley between Manning Street and Menor Street; then North to center line 6th Avenue; then East to center line of Millington Street; then South to center line of alley between 7th Avenue and 8th Avenue; then East to center line of Fuller Street; then South to center line of 9th Avenue; then East to center line of Andrews Street; then South to POB.

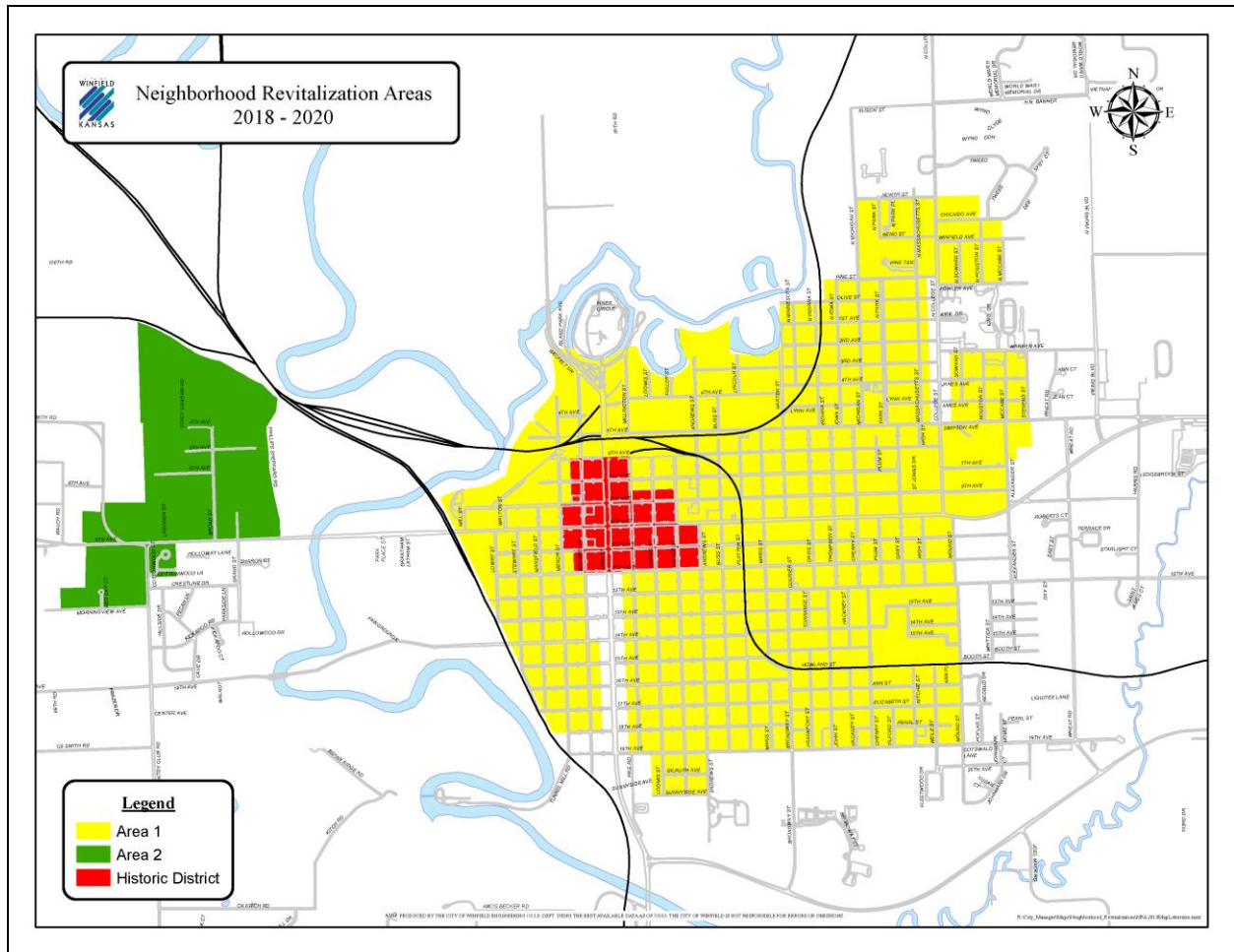
Area 4-New Construction

Those properties within Winfield city limits having been issued a Building Permit on or after January 1, 2018 for new construction of Single Family, Multi-Family (2 or more dwelling units), Commercial or Industrial projects.

Area 5-Sheriff Sales

Those properties within Winfield city limits acquired by delinquent tax or mortgage foreclosure. Building Permits for improvements must be issued and improvements made within 24 months after filing of Sheriff's Deed. Building Permit value for improvements must be a minimum \$20,000 to be eligible for tax rebate. Property will be removed from eligibility for the Neighborhood Revitalization Plan if Building Permit and improvement requirements are not met.

Map A: Eligible Neighborhood Revitalization Areas



Section 2. Appraised Valuation of Real Property

The current assessed and appraised valuation of each parcel of real estate located within the Neighborhood Revitalization Areas, including land and building values, is available at the City of Winfield Community Development Department, on the Cowley County Parcel Search webpage: (<http://www.cowleycounty.org>) , or at the Cowley County Appraiser's office.

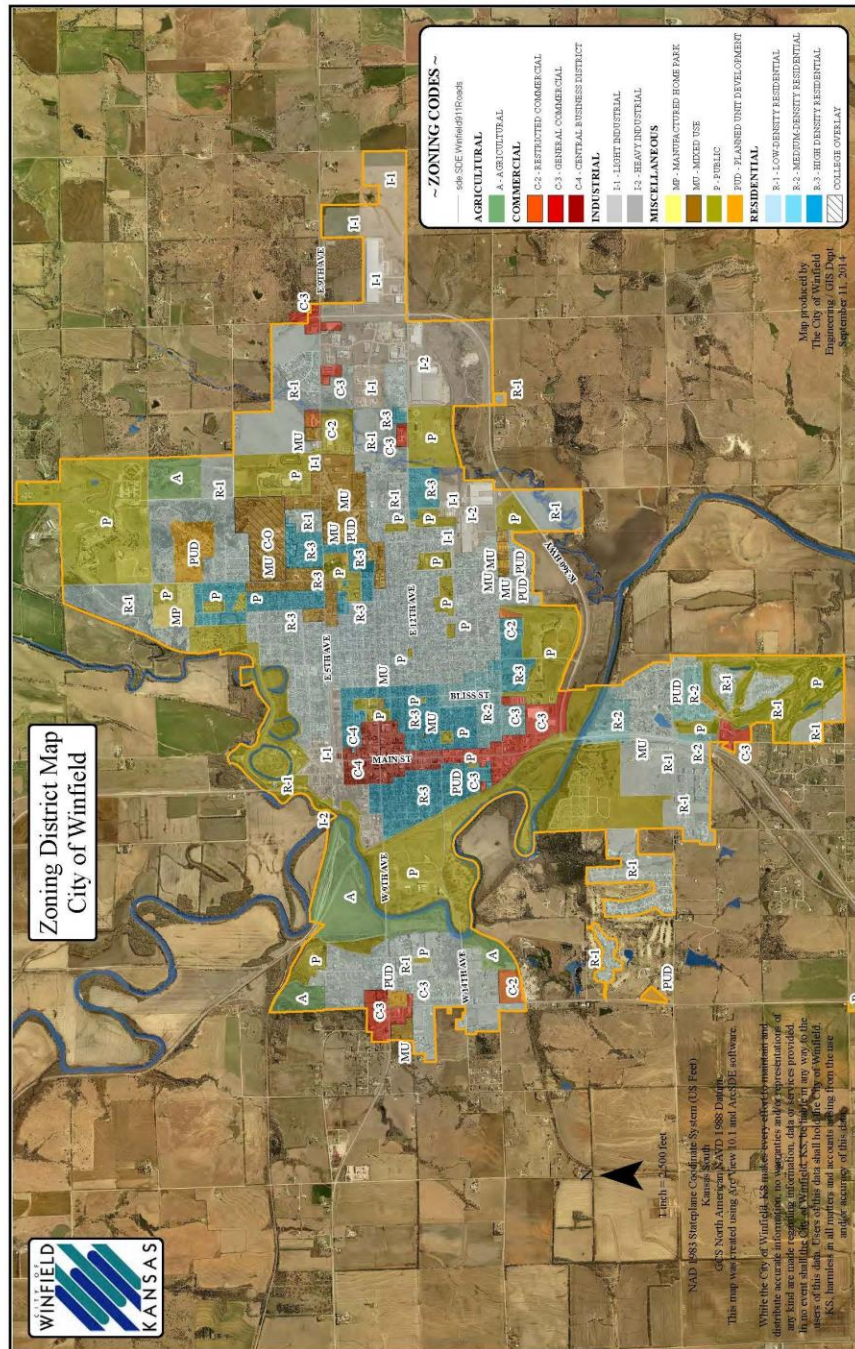
Section 3. Names and addresses of Owners of Record

The names of owners of record and addresses of each parcel of real estate located within the Neighborhood Revitalization Areas are available at the City of Winfield Community Development Department, on the Cowley County Parcel Search (<http://www.cowleycounty.org>) , or at the Cowley County Appraiser's office.

Section 4. Zoning Classifications, District Boundaries and Land Use Maps

Map B: Zoning Classifications and District Boundaries

The current Zoning Map for the City of Winfield is available at the Community Development Department or on the City's webpage: (<http://www.winfieldks.org>).



The map displays the City of Winfield, Kansas, with various land use zones indicated by different patterns and colors. The legend identifies the following categories:

- Single Family Residential
- Multi-Family/Manufactured Housing
- Commercial/Office
- Public/Semi-Public
- Industrial
- Park, Open Space
- Vacant/Undeveloped

Key roads shown include K-360 (Future Extension), T.P. Hales Road, K-160, K-162, K-164, K-166, K-168, K-170, K-172, K-174, K-176, K-178, K-180, K-182, K-184, K-186, K-188, K-190, K-192, K-194, K-196, K-198, K-200, K-202, K-204, K-206, K-208, K-210, K-212, K-214, K-216, K-218, K-220, K-222, K-224, K-226, K-228, K-230, K-232, K-234, K-236, K-238, K-240, K-242, K-244, K-246, K-248, K-250, K-252, K-254, K-256, K-258, K-260, K-262, K-264, K-266, K-268, K-270, K-272, K-274, K-276, K-278, K-280, K-282, K-284, K-286, K-288, K-290, K-292, K-294, K-296, K-298, K-300, K-302, K-304, K-306, K-308, K-310, K-312, K-314, K-316, K-318, K-320, K-322, K-324, K-326, K-328, K-330, K-332, K-334, K-336, K-338, K-340, K-342, K-344, K-346, K-348, K-350, K-352, K-354, K-356, K-358, K-360, K-362, K-364, K-366, K-368, K-370, K-372, K-374, K-376, K-378, K-380, K-382, K-384, K-386, K-388, K-390, K-392, K-394, K-396, K-398, K-400, K-402, K-404, K-406, K-408, K-410, K-412, K-414, K-416, K-418, K-420, K-422, K-424, K-426, K-428, K-430, K-432, K-434, K-436, K-438, K-440, K-442, K-444, K-446, K-448, K-450, K-452, K-454, K-456, K-458, K-460, K-462, K-464, K-466, K-468, K-470, K-472, K-474, K-476, K-478, K-480, K-482, K-484, K-486, K-488, K-490, K-492, K-494, K-496, K-498, K-500, K-502, K-504, K-506, K-508, K-510, K-512, K-514, K-516, K-518, K-520, K-522, K-524, K-526, K-528, K-530, K-532, K-534, K-536, K-538, K-540, K-542, K-544, K-546, K-548, K-550, K-552, K-554, K-556, K-558, K-560, K-562, K-564, K-566, K-568, K-570, K-572, K-574, K-576, K-578, K-580, K-582, K-584, K-586, K-588, K-590, K-592, K-594, K-596, K-598, K-600, K-602, K-604, K-606, K-608, K-610, K-612, K-614, K-616, K-618, K-620, K-622, K-624, K-626, K-628, K-630, K-632, K-634, K-636, K-638, K-640, K-642, K-644, K-646, K-648, K-650, K-652, K-654, K-656, K-658, K-660, K-662, K-664, K-666, K-668, K-670, K-672, K-674, K-676, K-678, K-680, K-682, K-684, K-686, K-688, K-690, K-692, K-694, K-696, K-698, K-700, K-702, K-704, K-706, K-708, K-710, K-712, K-714, K-716, K-718, K-720, K-722, K-724, K-726, K-728, K-730, K-732, K-734, K-736, K-738, K-740, K-742, K-744, K-746, K-748, K-750, K-752, K-754, K-756, K-758, K-760, K-762, K-764, K-766, K-768, K-770, K-772, K-774, K-776, K-778, K-780, K-782, K-784, K-786, K-788, K-790, K-792, K-794, K-796, K-798, K-800, K-802, K-804, K-806, K-808, K-810, K-812, K-814, K-816, K-818, K-820, K-822, K-824, K-826, K-828, K-830, K-832, K-834, K-836, K-838, K-840, K-842, K-844, K-846, K-848, K-850, K-852, K-854, K-856, K-858, K-860, K-862, K-864, K-866, K-868, K-870, K-872, K-874, K-876, K-878, K-880, K-882, K-884, K-886, K-888, K-890, K-892, K-894, K-896, K-898, K-900, K-902, K-904, K-906, K-908, K-910, K-912, K-914, K-916, K-918, K-920, K-922, K-924, K-926, K-928, K-930, K-932, K-934, K-936, K-938, K-940, K-942, K-944, K-946, K-948, K-950, K-952, K-954, K-956, K-958, K-960, K-962, K-964, K-966, K-968, K-970, K-972, K-974, K-976, K-978, K-980, K-982, K-984, K-986, K-988, K-990, K-992, K-994, K-996, K-998, K-1000, K-1002, K-1004, K-1006, K-1008, K-1010, K-1012, K-1014, K-1016, K-1018, K-1020, K-1022, K-1024, K-1026, K-1028, K-1030, K-1032, K-1034, K-1036, K-1038, K-1040, K-1042, K-1044, K-1046, K-1048, K-1050, K-1052, K-1054, K-1056, K-1058, K-1060, K-1062, K-1064, K-1066, K-1068, K-1070, K-1072, K-1074, K-1076, K-1078, K-1080, K-1082, K-1084, K-1086, K-1088, K-1090, K-1092, K-1094, K-1096, K-1098, K-1100, K-1102, K-1104, K-1106, K-1108, K-1110, K-1112, K-1114, K-1116, K-1118, K-1120, K-1122, K-1124, K-1126, K-1128, K-1130, K-1132, K-1134, K-1136, K-1138, K-1140, K-1142, K-1144, K-1146, K-1148, K-1150, K-1152, K-1154, K-1156, K-1158, K-1160, K-1162, K-1164, K-1166, K-1168, K-1170, K-1172, K-1174, K-1176, K-1178, K-1180, K-1182, K-1184, K-1186, K-1188, K-1190, K-1192, K-1194, K-1196, K-1198, K-1200, K-1202, K-1204, K-1206, K-1208, K-1210, K-1212, K-1214, K-1216, K-1218, K-1220, K-1222, K-1224, K-1226, K-1228, K-1230, K-1232, K-1234, K-1236, K-1238, K-1240, K-1242, K-1244, K-1246, K-1248, K-1250, K-1252, K-1254, K-1256, K-1258, K-1260, K-1262, K-1264, K-1266, K-1268, K-1270, K-1272, K-1274, K-1276, K-1278, K-1280, K-1282, K-1284, K-1286, K-1288, K-1290, K-1292, K-1294, K-1296, K-1298, K-1300, K-1302, K-1304, K-1306, K-1308, K-1310, K-1312, K-1314, K-1316, K-1318, K-1320, K-1322, K-1324, K-1326, K-1328, K-1330, K-1332, K-1334, K-1336, K-1338, K-1340, K-1342, K-1344, K-1346, K-1348, K-1350, K-1352, K-1354, K-1356, K-1358, K-1360, K-1362, K-1364, K-1366, K-1368, K-1370, K-1372, K-1374, K-1376, K-1378, K-1380, K-1382, K-1384, K-1386, K-1388, K-1390, K-1392, K-1394, K-1

Section 5. Improvements Planned within the Revitalization Areas

Public Safety

Rehab & replace Fire Apparatus/Ambulances
Police Cruiser rotation
Public Safety Facility Final Designs &
Construction Start

Transportation

City Street Maintenance Plan
State/Local KLINK partnership
Study sidewalk replacement plan
14th Ave bridge replacement

Parks & Recreation

Island Park enhancements
Tree City compliance
Trail improvements

Utilities

Upgrade water service
Storm water projects
Electric Transmission/Distribution Studies
Sanitary Sewer Collection rehab

Section 6. Property Eligible for Revitalization

Residential Real Property:

1. Rehabilitation and alterations to any existing residential structure, including the conversion of all or part of a non-residential structure into a residential structure, shall be eligible.
2. Construction of new residential structures shall be eligible.
3. Improvements to existing or construction of new residential accessory structures such as detached garages, carports, gazebos, storage sheds, workshops, swimming pools, etc., shall not be eligible. Repairs or maintenance items generally will not increase the appraised value, unless there are several major repairs completed at the same time.
4. Eligible residential property may be located anywhere in the described neighborhood revitalization areas.

Commercial/Industrial Real Property:

1. Rehabilitation and alterations to any existing commercial structure used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purposes shall be eligible.
2. Construction of new commercial structures, including the conversion of all or part of a non-commercial structure into a commercial structure, used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purposes shall be eligible.
3. Improvements to existing or construction of new structures used for public utility or railroad purposes shall not be eligible. Repairs or maintenance items generally will not increase the appraised value, unless there are several major repairs completed at the same time.

4. Eligible commercial or industrial property may be located anywhere in the described neighborhood revitalization areas.

Section 7. Criteria for Determination of Eligibility

1. Eligible properties must have Building Permits issued on or after January 1, 2018 and be located within the described Neighborhood Revitalization Areas.
2. AN APPLICATION FOR TAX REBATE **MUST** BE FILED WITHIN SIXTY (60) DAYS OF THE ISSUANCE OF A BUILDING PERMIT.
3. The minimum investment in an improvement is \$5,000, as determined by Building Permit value, for residential, commercial and historic property.
4. Rehabilitation and alterations of residential, commercial, and industrial properties having been issued a Building Permit on or after January 1, 2018 within the described Neighborhood Revitalization Areas 1, 2, & 3 are eligible for a 75% rebate for seven (7) years. Those properties having been issued a Building Permit on or after January 1, 2018 for new construction of Single Family residences within Winfield City Limits are eligible for a 50% rebate for five (5) years on up to the first \$150,000 of appraised value. Those properties having been issued a Building Permit on or after January 1, 2018 for new construction of Multi-Family (2 or more dwelling units), Commercial, or Industrial projects within Winfield City Limits are eligible for a 75% rebate for seven (7) years. Properties listed on the national or state registries or local historical area or located within the described local historic area are eligible for a 100% rebate for ten (10) years. Evidence of listing on the national or Kansas historic registers must accompany the application. 5% of the tax increment rebate for eligible properties, other than those located in federal or state historic registries and the local historic area, will be retained by Cowley County to offset administrative costs.
5. Property eligible for tax incentives under any other program adopted pursuant to statutory or constitutional authority shall be eligible to submit only one application per project.
6. The improvements must conform to the City of Winfield's Comprehensive Land Use and Zoning Ordinance in effect at the time the improvements are made.
7. New, as well, as existing improvements on the property must conform to all applicable codes, rules, laws, ordinances and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
8. Any property that is delinquent in any tax payment or special assessment shall not be eligible for any rebate or future rebate until such time that all taxes and assessments have been paid. If such delinquency occurs after entry into the rebate program, the owner shall have no more that 90 days to bring the taxes current. If such delinquency continues beyond 90 days, the property shall no longer be eligible for a rebate.
9. Exceptions for eligibility will include but not be limited to:
 - ☐ Surface parking lots except ***as an*** accessory to a contiguous improvement
 - ☐ Railroads and utilities

- ❑ Landscaping, sprinkler systems, fences, hot tubs, swimming pools, gazebos, storage sheds, carports, detached garages and workshops
- ❑ Conversion of single family to multi-family housing units
- ❑ Manufactured or mobile homes, unless classified as a "Residential Design Manufactured Home"
- ❑ Any property which has or will receive IRB financing and/or other tax exemption

10. The City Commission may declare that a building outside of the Neighborhood Revitalization Areas satisfies the conditions set forth in this agreement.

GUIDELINES

The City Commission should review the following factors when considering a building outside of the Neighborhood Revitalization Areas.

- ❑ Condition of property
- ❑ Condition of other properties on the block
- ❑ If vacant, the length of time that the property has remained vacant
- ❑ If intended use is eligible for a Constitutional Tax or IRB Property Tax Exemption
- ❑ The appropriateness of the intended use for the zoning classification
- ❑ The impact upon city services and upon the neighborhood
- ❑ The potential for a long-term increase in property tax or sales tax receipts
- ❑ Without the adjustment, proposed project would not be financially feasible, thus risking existing tax receipts or jeopardizing future tax receipts
- ❑ Location of the property relative to other designated NRA eligible areas
- ❑ Any other factors that the City Commission should be deemed appropriate when considering a request

IMPLEMENTATION

The following factors will guide the implementation of approval of a building outside of the Neighborhood Revitalization Areas.

- ❑ There will be no island adjustments. All adjustments must include the entire block or logical geographic or physical boundaries of the property considered.
- ❑ The use of the property must be considered appropriate for the zoning classification. If, after approval, the applicant seeks a zoning change, the rebate shall immediately cease.
- ❑ The maximum tax rebate shall be 75% and the maximum length shall be 7 years.
- ❑ The application fee for all properties within the adjusted area shall be \$100
- ❑ The minimum improvements within the adjusted areas must be \$10,000 to be eligible for rebate.
- ❑ If there has been no eligible improvement made within approved area within two (2) years of authorization by City Commission, the adjusted area shall be removed from the City's Neighborhood Revitalization Plan.

Section 8. Contents of Application for Tax Rebate

Applicants for the Neighborhood Revitalization Act tax rebate program should include the following information and be submitted on the following form. Each application shall require a \$50 application fee.



APPLICATION FOR TAX REBATE
City of Winfield Neighborhood Revitalization Plan 2018-2020

NRP Appl # _____

THIS FORM MUST BE SUBMITTED TO THE WINFIELD COMMUNITY DEVELOPMENT DEPARTMENT
WITHIN 60 DAYS OF OBTAINING A BUILDING PERMIT

PART 1

OWNER'S NAME

DAY PHONE NO.

OWNER'S MAILING ADDRESS: (Street Address, City, State, Zip)

NRP PROPERTY ADDRESS

(Take Parcel ID number and legal description from your tax statement or Cowley County Clerk's Office)

NRP PARCEL ID NUMBER

NRP LEGAL DESCRIPTION

WAS PROPERTY ACQUIRED THROUGH DELINQUENT TAX OR MORTGAGE FORECLOSURE? IF YES, PROVIDE COPY
OF FILED SHERIFF'S DEED.

☐ Yes ☐ No

IMPROVEMENT TYPE (Check appropriate type)

	New Construction	Rehab, Alteration, Addition
Residential	<input type="radio"/>	<input type="radio"/>
Commercial	<input type="radio"/>	<input type="radio"/>

DATE IMPRINTED PICTURE(S) OF PRE-IMPROVED PROJECT AREA(S) MUST BE ATTACHED TO APPLICATION

IMPROVEMENT DESCRIPTION:

CONSTRUCTION BEGAN ON: _____

BUILDING PERMIT NO. (attach copy)

BUILDING PERMIT VALUE

ESTIMATED DATE OF COMPLETION _____

IS

PROPERTY LISTED ON HISTORICAL REGISTER OR IN THE HISTORIC DISTRICT?

☐ Yes, attach proof of listing ☐ No

IF DEMOLISHING A RESIDENTIAL STRUCTURE, COMPLETE THE
FOLLOWING:

DEMOLITION PERMIT NO.

NUMBER OF DWELLING UNITS

List tenants occupying the building when purchased, if known or present tenants

Owner's Signature: _____

DATE

Part 2

AS OF JANUARY 1, FOLLOWING COMMENCEMENT OF CONSTRUCTION, THE IMPROVEMENTS ARE (CHECK ONE)

- ☐ COMPLETE
- ☐ APPROXIMATELY _____% COMPLETE

OWNER'S SIGNATURE

DATE

CITY FINAL INSPECTION DATE _____ (attach copy)
County Appraiser must be notified upon completion of the improvements

For Cowley County Appraiser's Use Only

THE ABOVE BUILDING IMPROVEMENTS APPRAISED VALUE IS:

PRIOR TO IMPROVEMENT

AFTER IMPROVEMENT

ELIGIBLE FOR NRP REBATE

COUNTY APPRAISER'S OFFICE SIGNATURE

DATE

For Cowley County Clerk's Use Only

AS OF _____ TAXES AND SPECIAL ASSESSMENTS ON THIS PARCEL OF PROPERTY ARE:

- ☐ CURRENT
- ☐ NOT CURRENT

COUNTY CLERK'S OFFICE SIGNATURE

DATE

For City Community Development's Use Only

A TAX REBATE IS AUTHORIZED IF THIS APPLICATION AND THE IMPROVEMENTS WITHIN ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE 2018-2020 CITY OF WINFIELD NEIGHBORHOOD REVITALIZATION PLAN .

- ☐ IS IN CONFORMANCE
- ☐ IS NOT IN CONFORMANCE

REASON NOT IN CONFORMANCE _____

CITY COMMUNITY DEVELOPMENT OFFICE SIGNATURE

DATE

Section 9. Procedure for Submission of an Application

Overview of Process

The City will offer and advertise the availability of the tax rebate program throughout the term of the Plan. Persons or businesses planning improvement projects may submit an application to the Community Development Department at any time for a predetermination of eligibility. The improvement plan will stipulate the type of improvement to be made, renderings, a timetable for completion and any supporting documents appropriate for the type of application. Prior to beginning the project, the owner shall apply for a building permit that shall be attached to the application. Once the application and the building permit have been submitted, the Community Development Department shall authorize approval of the project. At completion, the owner shall request a reappraisal by the county appraiser which will determine the property value and shall be used to calculate the tax value increment added by the improvements. At the customary time, the county treasurer shall mail tax statements based on the new appraised value. The property owner shall submit proof of payment of the entire tax bill to the county treasurer to initiate the tax rebate procedure. Only the increase in taxes will be rebated less any applicable administrative fees. By law, the rebate must be issued within thirty days after proof of payment has been submitted by an approved applicant.

How To/Where To

This program will begin receiving applications after its adoption by the Governing Body of the City of Winfield and the execution of the Interlocal Agreement with Cowley County, Unified School District #465, and Cowley County Community College. Thereafter, the City will process applications as they are submitted with no monthly or quarterly deadlines. Applications will be available in the Community Development Office, City Hall, 200 East Ninth, 620-221-5520.

The County Treasurer will perform the calculation of the final rebate amount based on the actual appraised value. Each month in which rebates are paid, the Treasurer will submit a report to the City Community Development Department showing the property before and after appraisal and the amount of the rebate.

1. The applicant shall obtain an Application for Tax Rebate from the City's webpage, www.winfieldks.org, or the Community Development Department, City Hall, 200 E. Ninth, Monday through Friday (excepting holidays) from 8:00 a.m. to 5:00 p.m.
2. The applicant shall complete and sign Part 1 of the application and file the original with Community Development within 60 days following issuance of the building permit. A \$50 application fee shall accompany the application. A valid copy of the building permit and date imprinted photos of the pre-improve project area(s) must be attached to the application.
3. The applicant shall certify the status of the improvement project as of January 1 following the commencement of construction by completing and signing Part 2 of the application. The Community Development Department shall notify the Appraiser's Office of the application status as certified by the applicant.

4. Upon a notification of project completion the County Appraiser shall conduct an on-site inspection of the construction project and determine the new valuation of the real estate and shall complete his or her portion of the application and shall report the new valuation to the County Clerk by June 1 of the year following project completion. The tax records on the project shall be revised by the County Clerk's Office.
5. Upon determination by the County Appraiser's Office of the value of the improvements and a determination by the County Clerk's office that the taxes and assessments on the property are not delinquent, the Community Development Department shall certify that the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant and the County Appraiser's Office of the rebate percentage due for each year of the rebate period.
6. Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year extending through the specified rebate period, a tax rebate shall be made to the applicant less applicable administrative fees as specified in the Interlocal Agreements. The tax rebate shall be made within 30 days following payment and submittal of a receipt by the applicant to the County Treasurer. The tax rebate shall be made from the Neighborhood Revitalization Fund established by Cowley County and other taxing units participating in the Interlocal Agreement. The Community Development Department shall make periodic reports on the tax rebate program to the City Commission and other taxing units accordingly.
7. The Community Development Department shall inform the County Clerk and City Finance Department 30 days prior to the expiration of the final rebate period for each property receiving a tax rebate.

Section 10. Standards and Criteria for Review and Approval

1. The property for which a rebate is requested shall conform with all applicable city codes and regulations in effect at the time the improvements are made and shall remain in conformance for the duration of the rebate period or the rebate may be terminated.
2. Any property that is delinquent in any tax payment or special assessment, including BID assessments, shall not be eligible for a rebate until such time as all taxes and assessments have been paid.
3. Following establishment of the increase in assessed value resulting from a specific improvement, the fixed rebate percentage shall be applied to any change in assessed value or mill levy during subsequent years.
4. The Community Development Department shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein. If an applicant is dissatisfied with the Department's decision, a no-cost written appeal may be submitted to the Planning Commission for determination.

Section 11. Statement Specifying Rebate Formula

Program Period:

Eligible properties must have Building Permits issued on or after January 1, 2018 and be located within the described Neighborhood Revitalization Areas. This Neighborhood Revitalization Program shall expire on December 31, 2020. The program will be reviewed annually in or before August, at which time the City Commission will consider modifications and extensions.

Rebate Period:

5 years

- New Single Family Residential Construction

7years

- Residential Rehabilitation and Alterations
- Delinquent Tax or Mortgage Foreclosure's Rehabilitation and Alterations
- New Multi-Family Residential (2 or more dwelling units), Commercial or Industrial Construction
- Commercial and Industrial Rehabilitation and Alterations

10 years

- Properties in National, Kansas Registries or Local Historical Area

Rebate Amount:

50%

- New Single Family Residential Construction (up to first \$150,000 Appraised Value only)

75%

- Residential Rehabilitation and Alterations
- Delinquent Tax or Mortgage Foreclosure's Rehabilitation and Alterations
- New Multi-Family Residential (2 or more dwelling units), Commercial or Industrial Construction
- Commercial and Industrial Rehabilitation and Alterations

100%

- Properties in National, Kansas or Local Historical Register

5% of the tax increment rebate of improvements to be retained by Cowley County to offset administrative costs of the City of Winfield Neighborhood Revitalization Plan. Those properties listed on Federal or State Historical Registries and the Local Historic Area will not pay the 5% County administrative costs.

with Olive Street; **excluding Island Park and the Timber Creek Nature Center area**; then Easterly to East r-o-w line of SK & O RR; then Northerly along said r-o-w to its intersection with center line of Pine Street; then East to center line of Michigan Street; then Northerly to the center line of North Street; then Easterly intersecting an extension of the center line of Houston Street 375 feet \pm North of Chicago Avenue; then South along said extension of Houston Street to its intersection with center line of Chicago Avenue; then Easterly intersecting an extension of the center line of McCabe Street; then South to center line of Fowler Avenue; then West to center line of College Street; then South to the center line of Warren Street; then East to center line of Stevens Street; then South to center line of Simpson Avenue; then East to a point 575 feet \pm West of the intersection of Simpson Avenue and Wheat Road; then South 420 feet \pm ; then West 260 feet \pm ; then South 200 feet \pm ; then West to center line of Alexander Street; then South to center line of 9th Avenue; then West to center line of Mound Street; the South to center line of 19th Avenue; then West to center line of Broadway Street; then South to the center line of Sunnyside Avenue extended; then West to center line of alley between Loomis Street and Pike Road; then North to center line of 19th Avenue; the West to center line of alley between Main Street and Millington Street; then North to center line of 11th Avenue; then West to center line of Manning Street; then South to center line of 14th Avenue; then East to center line of alley between Main Street and Manning Street; then South to center line of 18th Avenue; then West to POB.

Area 2-West Ninth

That area within the city of Winfield bound by the following description: Point of Beginning--intersection of center lines of West 9th Avenue and Phillips Shepherd Road; then North following the center line of Phillips Shepherd Road to its intersection with Winfield City Limits; then westerly and southerly along Winfield City Limits to its intersection with the center line of Morning View Avenue; then East to the center line of Country Club Road; then North to the center line of Crestline Drive; then North along the center line of Country Club Road 185 \pm feet; then east 476 \pm feet; then North to the center line of West 9th Avenue; then East to the POB.

Area 3-Local Historic Preservation

That area within Area 1 bound by the following description: Point of Beginning--intersection of center lines of Andrews Street and 11th Avenue; then West to center line of alley between Manning Street and Menor Street; then North to center line of 10th Avenue; then West to center line of Menor Street; then North to center line of 8th Avenue; then East to center line of alley between Manning Street and Menor Street; then North to center line 6th Avenue; then East to center line of Millington Street; then South to center line of alley between 7th Avenue and 8th Avenue; then East to center line of Fuller Street; then South to center line of 9th Avenue; then East to center line of Andrews Street; then South to POB.

Area 4-New Construction

Those properties within Winfield city limits having been issued a Building Permit on or after January 1, 2018 for new construction of Single Family, Multi-Family (2 or more dwelling units), Commercial or Industrial projects.

Area 5-Sheriff Sales

Those properties within Winfield city limits acquired by delinquent tax or mortgage foreclosure. Building Permits for improvements must be issued and improvements made within 24 months after filing of Sheriff's Deed. Building Permit value for improvements must be a minimum \$20,000 to be eligible for tax rebate. Property will be removed from eligibility for the Neighborhood Revitalization Plan if Building Permit and improvement requirements are not met.

Section 3. This ordinance shall be in full force and effect upon publication in the official city newspaper.

ADOPTED this 18th day of December 2017.

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, the City of Arkansas City, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter.

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 Interlocal Agreement between the City of Winfield, Kansas, the City of Arkansas City, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter; a copy of which is attached hereto and made a part hereof.

Section 2. Prior to its entry into force this Interlocal Agreement, made pursuant to K.S.A. 12-2901 et seq., shall be approved by the Kansas Attorney General and registered with the Cowley County Register of Deeds, as well as, the Kansas Secretary of State.

ADOPTED this 18th day of December 2017.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Governing Body action: _____
Jeremy Willmoth, City Manager

COWLEY COUNTY ANIMAL SHELTER SERVICE AGREEMENT

THIS AGREEMENT, entered into this 18th day of December, 2017, by and between the **CITY OF WINFIELD, KANSAS**, a municipal corporation of the State of Kansas with principal offices at 118 E. Central, Winfield, KS, and hereinafter referred to as “**City**”, and the **COWLEY COUNTY HUMANE SOCIETY**, a non-profit Kansas corporation with principal offices at 7468 222nd Road, Winfield, Kansas, and hereinafter referred to as “**CCHS**” as follows:

WHEREAS, the City presently provides certain animal control services on behalf of its citizens, and including the taking into custody of domesticated strays and other abandoned, abused, dangerous and injured animals; and

WHEREAS, the City has entered into an Interlocal Agreement with the City of Winfield and CCHS to construct and operate a humane shelter for use by it and the City of Winfield; and

WHEREAS, the City and CCHS desire to enter into a contractual commitment by which such animal shelter services will be provided to the City by CCHS under terms which have been revised through current discussions and negotiations of the parties.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Operation of Shelter, Maintenance of Records. CCHS shall operate an animal shelter facility adjacent to and east of US77 on property leased from Strother Field, in Cowley County, Kansas, which shall be suitable for the humane housing, boarding, and care of animals, and which shall be approved for such use by the City. The animal shelter shall be licensed by the State of Kansas and operated in accordance with applicable regulations established by the State. The facility shall be maintained in a clean and sanitary manner at all times. The State of Kansas will regularly inspect the shelter. CCHS shall make copies of such State inspection reports available to the City upon request. CCHS shall maintain a record on each animal brought to the shelter and shall provide a report to the City on the disposition of any animal brought to the shelter by the City upon request. CCHS shall also provide a report to the City on the operation of its services to the City upon request in a form deemed appropriate by the City provided that such report shall not be unduly burdensome to CCHS. The facility and its records shall be open for inspection by the City officials and State inspectors at reasonable times and upon reasonable notice.

2. Staffing, Hours of Operation, Veterinary Services. CCHS shall staff the animal shelter facility with paid staff and volunteers during appropriate business hours defined herein as 12 Noon to 5:00 p.m., Tuesday through Friday, and 10:00 a.m. to 2:00 p.m. on Mondays and Saturdays, except for holidays and closures for normal business reasons. During such times, the facility shall be accessible to the general public for the purposes of this Agreement. Should CCHS deem it appropriate to close the facility for general access one day a week in order to clean the facility, it may do so, but must permit animal redemptions by appointment. CCHS shall be responsible for providing adequate veterinary care as defined by the Kansas Pet Animal

Act for the animals in its possession, if such animals have been relinquished to the shelter as a gift by the owner or if ownership of such animals has been acquired by the shelter after the expiration of the holding period established by the City. CCHS shall not be responsible for the direct provision of veterinary services for animals housed at the shelter during the City's established holding period. Should such animals require veterinary care, it is the responsibility of the City to provide for them.

3. Delivery of Animals to the Shelter. Throughout the term of this Agreement, the City may deliver to the CCHS shelter facility, uninjured and moderately healthy dogs and cats defined in the attachment taken into custody by the City. The City may deliver critically injured or diseased dogs and cats to CCHS only when CCHS has a veterinarian on duty and the veterinarian, after consultation, approves the delivery of that animal. CCHS shall receive and board such animals. CCHS shall provide the City with access to the facility for purposes of delivering animals and carrying out its duties and responsibilities at times when such activities need to occur. CCHS shall also make their facilities and services available for the acceptance of unwanted or stray dogs and cats brought to CCHS, pursuant to its policies.

4. Recovery or Adoption of Animals in the Shelter. CCHS shall deliver all such animals to their owners when due and upon presentation of proper claim documentation, unless the animals cannot be redeemed due to a safety hold placed by the City (such as for a pending cruelty to animals or vicious animal prosecution). CCHS may charge the animal's owner a per diem fee for housing the animal in the shelter, and pursuant to CCHS policies, may require the owner to pay CCHS the costs of care, feeding and housing the animal prior to releasing the animal to the owner's custody. CCHS shall establish and maintain an animal adoption program for unclaimed dogs and cats, which may include the requirement that each animal adopted shall be vaccinated for rabies, be spayed or neutered, and licensed if licensing is required under the laws and ordinances of the City. CCHS shall maintain reasonable procedures necessary to monitor compliance with such requirements.

5. Euthanasia of Animals. CCHS shall provide for the euthanizing of all animals delivered to it by the City or its citizens which are not claimed within the time provided by the City ordinance or adopted within the time established by policy of the CCHS, or as for which euthanasia has been directed by the officers or officials of the City to whom such authority has been granted by law of the State of Kansas.

6. Sheltering of Animals Beyond the Required Time for Recovery. CCHS may, in its discretion and at its own expense, keep or maintain any animal or animals delivered to it by the City beyond the time provided for it to be reclaimed for purposes of adoption unless specifically directed to euthanize the animal by City officers or officials. CCHS will keep an account of the disposition of all such animals and provide a report to the City upon request.

7. Authority for Housing of Animals. All provisions of this Agreement conferring discretion on CCHS in reference to the disposition of animals brought to it by the City or its citizens shall nevertheless be subject to the authority conferred upon City officials by City ordinances to direct certain dispositions under certain prescribed circumstances, and CCHS shall

comply with all such directions. Further, animals which have been brought to CCHS by authorized City personnel for “bite holds,” shall be handled consistently with applicable State law, compliance with such requirements being the principle responsibility of the City. The responsibility of CCHS as to animals brought to CCHS by authorized City officials for “bite holds”, and in abuse cases and investigations, shall be that as a custodial agent of the City, with decisions regarding the length of the custody and regarding the disposition of such animals being the responsibility of the City until the City has formally released such animal from such custody. If the animal is released to the custody of its owner, CCHS may require the owner to pay CCHS the costs of care, feeding and housing the animal prior to releasing the animal to the owner’s custody.

8. Indemnification. The City shall be responsible for all animals while in the custody of the City and prior to delivery to CCHS, and shall indemnify and hold CCHS harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within its control. CCHS shall be responsible for all animals while in the custody of CCHS and after delivery to CCHS by the City, and shall indemnify and hold the City harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within its control, provided that the City shall be responsible for any claim that results from an action which the City directs CCHS to take.

9. Compensation, Fees. For the services provided under this agreement, the City shall compensate CCHS according to the terms of the Interlocal Agreement, a copy of the applicable section of which is attached as Exhibit A. CCHS may charge additional fees to citizens and patrons of the shelter for services rendered such as boarding, grooming, adoption, veterinary services, training, etc. CCHS shall post a register of standard charges and provide a current copy to the City upon request. Such charges shall be appropriate and reasonable and conform to the intent of this agreement and the Interlocal Agreement.

10. Amendments to Agreements. This Agreement may be amended from time to time by mutual written agreement of the parties. The agreement may only be terminated by written mutual agreement of the parties and upon termination of the Interlocal Agreement.

11. Term and Effect of Agreement, City Ordinances. This Agreement shall take effect upon its full execution by both parties. The term of the agreement shall be for one (1) year from and after the date first written above. The agreement shall automatically renew for a similar term of one (1) year unless either party: (1) Gives the other party written notice of non-renewal no less than thirty (3) days prior to the expiration date of the current term; or, (2) Insufficient funds are appropriated and budgeted otherwise are not available in any fiscal period in which payments are required under this Service Agreement; then, without penalty, liability or further expense unto the City, this Agreement shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations are made. No such non-renewal shall relieve either party from its obligation under the Interlocal Cooperation Agreement. In the event of a non-renewal notice, the parties shall operate under the terms of the old agreement until a new agreement is negotiated and placed into effect. It is expressly agreed that all references

herein to the laws and ordinances of the City shall and do include all future amendments and additions to said laws and ordinances; provided, however, that if any such amendments or additions serve to materially alter the responsibilities of CCHS hereunder, or serve to materially increase their liability exposure, then the parties shall consider the matter for negotiation of appropriate amendments to this agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement on the date first above written.

CITY OF WINFIELD, KANSAS

Gregory N Thompson, Mayor

ATTEST

Brenda Peters, City Clerk

COWLEY COUNTY HUMANE SOCIETY

President

ATTEST

Secretary

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Cowley County Animal Shelter Service Agreement between the City of Winfield, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter.

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 Cowley County Animal Shelter Service Agreement between the City of Winfield, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal shelter; 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 18th day of December 2017.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Governing Body action: _____
Jeremy Willmoth, City Manager

Interlocal Cooperation Agreement for the Operation of the Cowley County Animal Shelter

This Interlocal Cooperation Agreement hereinafter referred to as the Agreement is made and entered into this 1st day of January, 2018 by and between **Cowley County Humane Society, Inc.**, a 501c3 not for profit corporation registered in Kansas hereinafter referred to as “**Society**” the **City of Arkansas City, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas and hereinafter referred to as “**Arkansas City**”, and the **City of Winfield**, a municipal corporation organized under the laws of the state of Kansas and hereinafter referred to as “**Winfield**”.

PURPOSE

The purpose of this agreement is to provide for the continuity for the use of the Cowley County Humane Society to temporarily house, care and disperse unwanted or stray animals by the cities of Winfield and Arkansas City. The shelter previously constructed under the Interlocal Agreement dated March 20, 2002, will continue to be operated by the Society in a safe, accessible and humane manner consistent with the goals of the Society, the laws and regulations of the State of Kansas and the needs of Arkansas City and Winfield.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE SOCIETY, ARKANSAS CITY, AND WINFIELD AS FOLLOWS:

SECTION ONE

Cowley County Animal Shelter

The animal shelter, which was constructed by the Society, will be operated under the lease with Strother Field. A copy of the lease agreement and a description of the property hereinafter referred to as “**Premises**”, is attached to this agreement as “**Exhibit A**”.

SECTION TWO

Ownership Interests

Each City and the Society shall continue to have equal one-third (1/3) ownership interest in the shelter facility. Should the Society cease to exist for any reason, the Society agrees to donate its ownership interest in the facility to the two cities and each city shall upon such donation hold an equal ownership interest in the facility and leased interest in the premises for the continued operation of the humane shelter.

SECTION THREE

Operation of the Shelter, Operational Funding

The operation of the shelter is the responsibility of and under the direction of the Society. The Society has retained staff, organized volunteers, and otherwise proceeded to have the facility intake, house and disperse animals in accord with generally recognized standards for such shelters and in accord with federal, state and local regulations. The Society will continue to have necessary procedures and protocols in place to allow use of the shelter by the staff of Arkansas City and Winfield in carrying out their duties for animal control within their respective jurisdictions. Such protocols shall provide for the convenient intake of animals picked up by the city staff and for housing them in conformance with regulations established by city code in the two cities.

The Society will undertake a regular program to educate persons in the county and those adopting animals to reduce the number of animals that are not properly cared for, and the number that are not spayed or neutered, to control the population of stray or unwanted offspring. Winfield will contribute \$31,500 annually and Arkansas City will contribute \$29,400 annually and consideration of in kind services to the operations of the shelter. In the case in which Arkansas City is not able to provide in kind services, the annual contribution will match Winfield's. While the cities will provide for support for the operation of the shelter, it is expected that the Society will receive the majority of its financing from fees, donations and contributed volunteer labor. Should circumstances change that require changes in the formula for operational funding the parties to this agreement shall negotiate a mutually acceptable amendment to the agreement.

Additionally, the Society, Winfield and Arkansas City shall contribute \$2,000 annually for capital improvements. The capital improvements need not be approved by the cities; however, it should be defined as any repair or addition of equipment or fixtures that stay with the building. Payments to the Society shall be made quarterly in advance. Both Arkansas City and Winfield shall appoint one representative to the governing board of the Society. The purpose of such representation shall be to foster good communication between the parties and to provide for appropriate oversight of the cities' investment in the community facility and service.

SECTION FOUR

Annual Reports

Upon request, the Society shall submit to Arkansas City and Winfield an annual report reviewing activities and performance of the Society and an Income and Expense Report.

Such reports shall be filed in the principal offices of Arkansas City and Winfield no later than August 1st of the year following the close of the prior calendar year.

SECTION FIVE

Term of Agreement, Termination

This agreement shall operate from and after the date first above written until December 31, 2022. Any of the parties hereto may withdraw from this agreement by giving the other parties written notice. Any party so withdrawing from this agreement shall be obligated to pay its proportionate share as set forth in Section Two and Three for the twelve-month period following the date of notice of withdrawal from this agreement. Upon termination, all assets and liabilities of the Shelter will be identified and a settlement agreement shall be negotiated by all parties for continued operation or closure of the Shelter.

SECTION SIX

Approval and Authorization

The Society, Arkansas City and Winfield warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the execution, delivery and performance of this agreement has been authorized by resolution of the Society and by ordinance of the cities and that the agreement constitutes a legal, valid and binding obligation upon the Society, Arkansas City and Winfield in accordance with its terms.

SECTION SEVEN

Notices

Any notice, request, demand or other communication required by this agreement shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid to the following recipients and address:

Cowley County Human Society
7648 222nd Rd.
Winfield, KS 67156

City of Arkansas City

Board of City Commissioners
P.O. Box 778
Arkansas City, KS 67005

City of Winfield
Board of City Commissioners
P.O. Box 646
Winfield, KS 67156

SECTION EIGHT

Amendments

This agreement may be amended in any or all respects but only by express, written agreement of the parties thereto authorized by action of the governing bodies of each of the parties in the same manner as the original agreement was approved and in accordance with the requirements of the Kansas Interlocal Cooperation Act.

SECTION NINE

Binding Effect

This agreement shall be binding upon and the benefits inure to the parties hereto and their respective representatives, successors and assigns.

SECTION TEN

Applicable Law

This agreement shall be governed and construed in accordance with the laws of the State of Kansas.

SECTION ELEVEN

Venue

It is agreed by and between the parties that should any legal dispute arise concerning the validity and the effect of this agreement, or any breach of the agreement then the venue for such dispute shall be in the District Court of Cowley County, Kansas.

SECTION TWELVE

Severance

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever in a court of competent jurisdiction, such decision shall not affect the remaining provisions of the agreement, which shall remain in full force and effect and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the part or section declared invalid would be so declared.

SECTION THIRTEEN

Effective Date

This agreement shall take effect and be in force upon its execution by all parties hereto and upon approval by the Attorney General of the State of Kansas and upon filing of the agreement with the Register of Deeds of Cowley County and the Kansas Secretary of State.

CITY OF WINFIELD, KANSAS

ATTEST

City Clerk

CITY OF ARKANSAS CITY, KANSAS

Mayor

ATTEST

City Clerk

COWLEY COUNTY HUMANE SOCIETY

President

ATTEST

Secretary

The foregoing amendment to the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Animal Shelter is hereby approved in accordance with K.S.A. 12-2901 *et. seq* on this ____ day of _____, 2017.

Derek Schmidt, Attorney General
State of Kansas

(First published in the Cowley County Courier-Traveler on Friday, December 22, 2017)

BILL NO. 1796

ORDINANCE NO. 4080

AN ORDINANCE

AMENDING the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2017, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein.

WHEREAS, the Governing Body of the City of Winfield, Kansas passed Ordinance No. 4043 on August 15, 2016, adopting the Annual Budget for the year ending December 31, 2017, in accordance with the provisions of K.S.A. 79-2925 to 79-2936, inclusive, and amendments thereto; and,

WHEREAS, the Governing Body deems it advisable and proposes to amend its adopted current budget to increase the expenditures for the Water Preservation Fund, the LE Ambulance & Fire Equipment Fund, Special Streets & Highway Fund, Bond & Interest Fund, and the Electric Fund

WHEREAS, the same publication, notice and public hearing requirements as required by K.S.A. Supp. 79-2929, and amendments thereto, for the adoption of the original budget have been fulfilled.

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

Section 1. Section 1 of Ordinance No. 4043 is hereby amended for the following funds as follows:

Fund	2017 Adopted Budget			2017 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Water Preservation Fund			40,500	49,615
LE Ambulance & Fire Equip			0	1,076
Special Streets & Hwy Fund			1,121,329	1,216,431
Bond & Interest Fund			2,187,222	2,230,087
Electric Fund			28,285,990	28,747,678

Section 2. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

ADOPTED this 18th day of December, 2017.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager

(Published in the Cowley Courier Traveler on Friday, December 22, 2017)

BILL NO. 1797

ORDINANCE NO. 4081

AN ORDINANCE

AMENDING Section 34-62 (b) of the Revised Ordinances of the City of Winfield, Kansas, relating to fees for the Winfield Aquatic Center.

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

Section 1. Section 34-62 (b), Chapter 34, of the Revised Ordinances of the City of Winfield, Kansas shall be deleted and an amended Section 34-62 (b) adopted as follows:

(b) **Admission Fees for Winfield Aquatic Center.** The admission fee is for one visit only. Anyone who exits the Winfield Aquatic Center will be charged another daily admission fee to return. The fees referenced in Section 62-53, are amended as follows and shall become effective January 1, 2018:

(1) **Daily Admission Fees.** Daily Admission fees for Winfield residents and non-residents shall be as follows:

Ages from birth to four years old.....	Free with Paid Adult
Ages five to thirteen	\$2.50
Ages fourteen to sixty-one	\$3.75
Ages sixty-two and up.....	\$2.50

(2) **Coupons.** Coupon rates for Winfield residents and non-residents shall be as follows:

One book of 20 coupons	\$ 29
Five books	\$116

Coupons required for entry:

Ages five to thirteen	1
Ages fourteen to sixty-one	2
Ages sixty-two and up.....	1

(3) **Private Party Rentals.** The private party rates for Winfield residents and non-residents shall be as follows:

Minimum One and one-half hour rental.....	\$200
Two-hour rental	\$250
Kiddy pool add on (with large pool rental only)	\$ 75

(4) **Miscellaneous.**

1. Children eight years old or younger must be accompanied by someone fourteen years old or older.
2. State/Local sales tax included where applicable.
3. Coupon books are only good for the season which they are purchased and are non-refundable.
4. Hours of operation, dates the pool will be open to the public, and dates for private parties are all subject to the City Manager or their designee's discretion.
5. No refunds will be issued for weather related pool closures.
6. The City Manager or their designee is hereby authorized to declare special discounts from established fees as may be deemed appropriate.
7. Private pool party rental reservations that are cancelled less than 24 hours before the scheduled event will not be refunded. Reservations that are cancelled with more than 24 hours, but less than 72 hours notice shall be subject to a cancellation fee of 50% of the reservation fee. Reservations that are cancelled with more than 72 hours notice, or due to weather will not be charged the cancellation fee.

Section 2. This Ordinance shall be in full force and effect after its adoption and publication in the official city newspaper.

ADOPTED this 18th day of December 2017.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager

(Published in the Cowley Courier Traveler on Friday, December 22, 2017)

BILL NO. 1798

RESOLUTION NO. 7017

A RESOLUTION

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

WHEREAS, on October 17, 2017, the Code Enforcement Inspector of the City of Winfield, Kansas, acting as the enforcing officer pursuant to K.S.A. 12-1750 Supp. et. Seq., filed with the Governing Body of said City, a statement in writing that certain structures hereinafter described are unsafe for human habitation and/or dangerous.

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

Section 1. A hearing will be held on February 5th, 2018 at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth Avenue, Winfield, Kansas, at which time the owners, their agents, lien holders of record and any occupants of said structures legally described below:

1) Lot 4, 5 and 6, Block 6, West Side Addition to Winfield, Kansas together with the West Half of Summit Street (now vacated), adjoining said lots. Commonly known as **2104 W. 6TH AVE.** Recorded in **Book 0581 Page 312,** in the Office of the Register of Deeds of Cowley County, Kansas, may appear and show cause why said structures should not be condemned as unsafe and dangerous and ordered repaired or demolished.

Section 2. The enforcing officer is hereby directed to have this resolution published twice in the official city newspaper and shall give notice to said person or persons in the manner provided by K.S.A. 12-1750 Supp. et. seq.

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

ADOPTED this 18th day of December, 2017.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager / jha

A RESOLUTION

AUTHORIZING the execution of the Authority to Award Contract and Commitment of City Funds for Project No. 18 U 0681-01.

WHEREAS, the Kansas Department of Transportation received bids at Topeka, KS on 12/13/17 to construct the work shown on the plans; and,

WHEREAS, the low bidder for the work was Dondlinger Construction, Wichita, Kansas; and,

WHEREAS, the bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas for consideration and acceptance of the work on this project; and,

WHEREAS, a combination of the bid plus construction engineering and contingencies less non participating construction cost less state participation equals \$1,451,000 in City Funds.

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

Section 1. The Mayor, Commission and Clerk of the City of Winfield, Cowley County, Kansas, are hereby authorized and directed to execute DOT Form 1309, Authority to Award Contract and Commitment of City Funds for project 18 U 0681-01, a copy of which is attached hereto and made a part hereof.

Section 2. The City funds in the amount of \$1,451,000 which are required for the matching of State funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Kansas Department of Transportation on or before 1/07/2018 for use by the Secretary in making payments for construction work and engineering on the above designated project with the final cost being determined on completion and audit of the project.

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

ADOPTED this 18th day of December, 2017.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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