

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, August 20, 2018
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, July 16, 2018

PRESENTATION

-Hal McCoy to speak about a new business located in Strother Field

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1876 – A Resolution – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a facilities agreement between the City of Winfield and Aging Projects, Inc., Hutchinson, Kansas, regarding the lease of the Senior Center.

Bill No. 1877 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County)

OTHER BUSINESS

-Consider a lease with Murphy Tractor & Equipment for a Loader
-Consider bid award for a SCADA system at the Water Treatment Plant
-Consider board appointments
-Consider CMB License application for Jumpstart Shamrock, 1318 Main St.
-Executive Session-Discuss matters deemed privileged in the attorney-client relationship

ADJOURNMENT

-Next Commission Work Session 4:00 p.m. Thursday August 30, 2018
-Next regular meeting 5:30 p.m. Monday, September 03, 2018.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
July 16, 2018

The Board of City Commissioners met in regular session, Monday, July 16, 2018 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 Phillip R. Jarvis 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 Gus Collins, Director of Utilities; and Gary Mangus, Assistant to the City Manager.

City Clerk Peters called roll.

Commissioner Hutto moved that the minutes of the July 2, 2018 meeting and the minutes of the July 12, 2018 meeting be approved. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

Ernest Kempf, 317 W 17th Avenue, appeared before the Commission about the railroad blocking traffic and about the ability to be able to ride a four-wheeler (utility vehicle) in town.

NEW BUSINESS

Bill No. 1869 – An Ordinance – Relating to and providing an amount of ad valorem tax to be levied as provided for under K.S.A. 79-1801 et seq. for the purpose of raising revenue for the General Fund, Special Liability Expense Fund, Industrial Development Fund, General Bond and Interest Fund and Library Fund. City Manager Willmoth explains that this ordinance allows for the levy of taxes for 2019. Total amount to be levied in 2019 is \$3,903,438. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1869 was adopted and numbered Ordinance No. 4093.

Bill No. 1870 – An Ordinance – Adopting an annual budget of the City of Winfield, Kansas, for the year ending December 31, 2019, and providing for expenditures not to exceed amounts stated herein. City Manager Willmoth explains that this ordinance will adopt the not-to-exceed expenditures for 2019. Total amount of not-to-exceed expenditures for 2019 is \$62,938,347. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1870 was adopted and numbered Ordinance No. 4094.

Bill No. 1871 – An Ordinance – Amending Chapter 74 of the Code of Ordinances of the City of Winfield, Kansas, relating to the Standard Traffic Ordinance and General Provisions, by the amendment of Sections 74-81 and 74-82. City Manager Willmoth explains that the League of Kansas Municipalities provides the Standard Traffic Ordinances for Cities each year which is incorporated by reference, and exceptions to the STO are addressed in this ordinance. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1871 was adopted and numbered Ordinance No. 4095.

Bill No. 1872 – An Ordinance – Amending Chapter 58, of the Code of Ordinances of the City of Winfield, Kansas, relating to the Uniform Public Offense Code, for Kansas Cities, 2018 Edition, by the amendment of Section 58-1. City Manager Willmoth explains that the Uniform Public Offense Code is also provided to Kansas Cities for adoption by reference with no exceptions listed. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1872 was adopted and numbered Ordinance No. 4096.

Bill No. 1873 – A Resolution – Extending the Non-Disclosure Agreement with Gridliance High Plains, LLC originally authorized by Bill No. 1638. City Manager Willmoth explains that this resolution will extend the current non-disclosure agreement that the City currently has with Gridliance, and also changes the name to GridLiance High Plains LLC. This will be a two-year extension to the current agreement. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1873 was adopted and numbered Resolution No. 5818.

Bill No. 1874 – A Resolution – Authorizing and directing the City Manager to enter into an agreement with the Southwest Power Pool, Inc., GridLiance High Plains, LLC and the Kansas Power Pool for a Notification to Construct in order to upgrade a portion of Winfield's Transmission assets. City Manager Willmoth explains that this is the agreement with GridLiance High Plains, LLC to assign the notice to construct project which will allow for GridLiance High Plains LLC to go to the Southwest Power Pool to begin the process. Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, Bill No. 1874 was adopted and numbered Resolution No. 5918.

Bill No. 1875 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 18-TI847 for asphalt street improvements between the City of Winfield, Kansas and APAC-Kansas, Inc. Shears Division, Wichita, Kansas. City Manager Willmoth explains that this resolution will authorize a contract with APAC for approved 2018 street projects. Upon motion by Commissioner Jarvis, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1875 was adopted and numbered Resolution No. 6018.

OTHER BUSINESS

– Consider appointment to Juvenile Corrections Advisory Board. City Clerk Peters presented the name of Letitia Quarles for re-appointment to the Juvenile Corrections Advisory Board. Commissioner Hutto made a motion to appoint Letitia Quarles to the Juvenile Corrections Advisory Board. Commissioner Jarvis seconded the motion. With all Commissioners voting aye, motion carried.

Commissioner Jarvis made a motion that the Commission move into executive session to discuss an individual employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319 (b)(1), and that the open meeting will reconvene in the Community Council Room at 5:55 p.m. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

Regular Session resumed at 5:55 p.m.

Commissioner Hutto made a motion that the Commission move into executive session to discuss an individual employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319 (b)(1), and that the open meeting will reconvene in the Community Council Room at 6:30 p.m. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried..

Regular Session resumed at 6:30 p.m.

Commissioner Hutto made a motion that the Commission move into executive session to discuss an individual employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319 (b)(1), and that the open meeting will reconvene in the Community Council Room at 6:45 p.m. Motion was seconded by Commissioner Jarvis. With all Commissioners voting aye, motion carried..

Regular Session resumed at 6:45 p.m.

Mayor Thompson announced that the next work session would be Thursday, August 02, 2018, with no regular meeting on August 6, 2018. Then another work session on Thursday, August 16, 2018, followed by regular meeting on August 20, 2018.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 6:46 p.m.

Signed and sealed this 31st day of July 2018.

Signed and approved this 20th day of August 2018

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: July 19, 2018

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to read "G. Mangus", is written over a horizontal line.

Action Requested: 8/20/18 Commission agenda

Analysis: Aging Projects Inc. has provided meals for the homebound and meals served through the Winfield Senior Center since April 1974. The current Facilities Agreement for use of dining area, kitchen, and office space located in the Community Center at Baden Square terminates September 30, 2018.

Fiscal Impact: The Friendship Meals program is funded by contract with the South Central Kansas Area Agency on Aging and participant contributions. No rental fee has been exchanged between the City and API in my history with this agreement.

Attachments: October 2018-September 2019 Facilities Agreement

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, Kansas to execute a facilities agreement between the City of Winfield and Aging Projects, Inc., Hutchinson, Kansas, regarding the lease of the Senior Center.

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

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a facilities agreement between the City of Winfield, Kansas, and Aging Projects Inc., Hutchinson, Kansas, regarding the lease of Suite D of the Community Center, 700 Gary, Baden Square, a/k/a the Senior Center; a copy of which is attached hereto and made a part hereof.

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

ADOPTED this 20th day of August 2018.

(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



COMMUNITY CENTER FACILITIES AGREEMENT

This FACILITIES AGREEMENT made and entered into this _____ day of _____, 2018, by and between the CITY OF WINFIELD, KANSAS, hereinafter referred to as "CITY", and AGING PROJECTS, INC., hereinafter referred to as "API".

WHEREAS, CITY is the owner of the Community Center located at Baden Square, 700 Gary Street, Winfield, Kansas; and,

WHEREAS, a portion of the Community Center has been equipped and designated for use by Senior Citizens, age sixty years and older, and other uses; and,

WHEREAS, API sponsors Friendship Meals and other programs for the elderly; and,

WHEREAS, the parties desire to execute a non-exclusive facilities agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants as set forth herein, the parties agree as follows:

1. CITY hereby lets and leases to API the real property known as Community Center Suite D, 700 Gary Street, Baden Square, Winfield, Kansas, based on the terms and conditions set forth herein.
2. It is agreed by the parties that the facility is to be used by API for sponsorship and operation of Friendship Meals and other programs for the elderly between the hours of 7:30 a.m. and 2:00 p.m., Monday through Friday, except recognized API holidays. It is specifically agreed, however, that API shall also have the right to be in the premises for reasonable periods of time both before and after the above-stated times for the purpose of organizing, preparing, cleaning up, and other such activities related to its use of the premises under this facilities agreement.
3. It is agreed and understood that CITY shall be entitled to use the premises and facilities to promote Senior Citizens activities and programs. API has the exclusive right to use the premises during the times provided for in paragraph 2 above, and that CITY's right to use the premises shall be at other times so as not to interfere with API's rights under the terms of this agreement. It is further agreed and understood that the kitchen appliances and equipment therein, and adjoining office/food storage room in the premises shall be under the sole and exclusive control of API and shall not be used by any person, group or organization, including CITY, without the consent of API.



COMMUNITY CENTER
FACILITIES AGREEMENT

4. Dining tables and chairs are owned by API but may be used by other groups providing the dining room and this furniture are left in a clean condition.
5. CITY shall pay for utilities associated with the facility.
6. It is agreed and understood that API has purchased and installed, with CITY's permission, certain kitchen appliances, equipment and facilities which will remain the sole and exclusive property of API and upon termination of this agreement, shall not be deemed to be fixtures. At the end of the term of the agreement or at some other mutually agreeable time, API shall have the absolute and unrestricted right to remove and take said appliances, equipment and facilities from the kitchen; provided that in the event of such removal, any damages or alterations to the premises caused by such removal shall be promptly repaired by API.
7. API shall be responsible for all supervision, labor, food, supplies, cleanup, and all other matters related to the preparation and serving of Friendship Meals. API shall also be responsible for all maintenance, repair and replacement of all equipment and appliances purchased and used by it on the premises. CITY shall provide for the exterior maintenance of the building and shall keep all other areas and equipment in the above described premises in good repair.
8. Any disputes concerning the terms and conditions of this Facilities Agreement or the premises or inquiries about services on said premises shall be directed to the City Manager's Office and CITY shall direct any of its disputes or inquiries concerning Friendship Meals, to the director of API.
9. API and CITY each waive and release any and all claims, demands or causes of action which either might otherwise have against the other for damages to or loss of property owned by the other located in or upon the premises arising from perils ordinarily insured against under standard fire and extended coverage insurance policies issued in the State of Kansas, whether such damage or loss is occasioned by the negligence of API and/or CITY and their respective agents, servants and employees. Any policy of insurance written to insure the property of either API or CITY against such perils shall contain a provision, by endorsement or otherwise, whereby the insurance carrier issuing the same shall acknowledge that API and CITY have so waived and released their right of recovery against the other, and each policy shall waive the right of subrogation which the insurance carrier might have otherwise had against the respective party, all without impairment or invalidation of the insurance contract.



COMMUNITY CENTER
FACILITIES AGREEMENT

10. API agrees to hold CITY harmless and indemnify them should CITY become involved in litigation because of such claim, as owner of the premises, caused by an act, failure to act, or other negligence of API, its officers, employees, agents, subcontractor, lessees, or licensees, arising out of the use of the designated facility.
11. CITY shall provide fire and extended coverage benefits for the building and the contents owned by CITY and commercial general liability for CITY. API agrees to obtain and maintain commercial general liability insurance with limits not less than \$1,000,000.00 each occurrence, \$1,000,000.00 personal and/or advertising injury, \$1,000,000.00 products completed/operations aggregate and \$1,000,000.00 general aggregate, \$100,000 Fire Damage Legal Liability and statutory worker's compensation insurance. CITY shall be named as an additional insured on API general liability policy. API shall keep on file with the Clerk of CITY a certificate of insurance that shows compliance with its obligations as set forth herein.
12. API will not engage in any unlawful, illegal or unreasonable conduct or acts deemed by CITY to be inappropriate in such a facility, or do anything by which any policy of insurance on the property would be canceled or annulled, or which would subject CITY to criminal prosecution or suit for damages by any person or other entity.
13. API shall not lease or sublet the premises nor assign this agreement without the written consent of CITY, provided however, CITY shall not unreasonably withhold such consent.
14. The parties shall not discriminate against anyone on the basis of race, color, sex, national origin or handicap.
15. Upon termination of this agreement, API will, within a reasonable time vacate said premises and deliver the same to CITY in as good a condition as they are now, reasonable wear and tear and damage by the elements excepted; provided, however, nothing herein shall in anyway affect API's rights provided for in paragraph 6 above.
16. It is agreed that API shall not make any alterations to the structural portion of the facility or make any alterations to the interior of the building without the written consent of CITY.
17. Should the premises or some part thereof be condemned or damaged or injured by fire or other casualty so that it is unusable by API for the operations



COMMUNITY CENTER
FACILITIES AGREEMENT

contemplated by it, CITY will, at CITY's option, rebuild or repair the premises within a reasonable time. If CITY does not do so, this agreement shall terminate.

18. API agrees to observe and comply with all laws, regulations, rules, orders and ordinances pertaining to its possession, use and occupancy of the premises as now existing or hereinafter promulgated by Federal, State, County or Governmental authorities asserting requisite jurisdiction and to pay all costs, expenses, penalties, and claims arising out of its non-compliance therewith. Food preparation and health code certificates will be kept current and posted as required.
19. Unless sooner terminated pursuant to the provisions herein set forth, the term of this Facilities Agreement shall be from the 1st day of October 2018 to the 30th day of September 2019.
20. API shall have the option to renew this agreement for an additional one (1) year period by written notice to CITY on or before August 1, 2019. The exact terms and conditions for the renewal shall be renegotiated at the time the option is exercised.

THE CITY OF WINFIELD, KANSAS

AGING PROJECTS INC.

Jeremy Willmoth, City Manager

Rozie O'Brien, Executive Director
112 West Sherman St.
Hutchinson, KS 67501-5450
620-669-8202

WINFIELD FRIENDSHIP MEALS

Nutrition Center Council President

Nutrition Center Manager



Request for Commission Action

Date: August 7, 2018

Requestor: Gary Mangus, Assistant to the City Manager

A handwritten signature in dark ink, appearing to read "G. Mangus", is written over a horizontal line.

Action Requested: 08/20/18 Commission Agenda-Resolution authorizing an Outdoor Community Event & Temporary Entertainment District Application (YP of Cowley County)

Analysis: Young Professionals of Cowley County (YP), through an Outdoor Community Event & Temporary Entertainment District application, have requested authorization to allow the sale, possession, and consumption of alcohol on city streets and public sidewalks. Their request is to establish a "Beer Garden" from 5:00 pm to 10:00 pm on the south half of Millington Street between 8th and 9th Avenues the evening of Tuesday, September 11, 2018, in conjunction with the Main St Hamburger Feed/Music Crawl held annually prior to the Walnut Valley Festival.

YP has contracted with Bottle Service LLC, a local Caterer licensed by the KS Alcohol Beverage Control Division and City of Winfield. With adoption of this Resolution, identifying the Main St Hamburger Feed/Music Crawl as a special event, Bottle Service will notify the ABC 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 by YP, Winfield Chamber of Commerce, or Bottle Service LLC.

YP has successfully used this process to offer a "Beer Garden" for several Main St Hamburger Feed/Music Crawls, as well as, for Spring Music Crawls. No incidents have come from any of the previous requests.

Fiscal Impact: YP has requested from the City access to temporary electricity service, picnic tables, barricades, benches, and trash containers, all of which have been provided in the past.

Attachments: Draft Resolution, Outdoor Community Event Application

A RESOLUTION

AUTHORIZING an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County)

WHEREAS, Young Professionals of Cowley County has made application for an Outdoor Community Event and Temporary Entertainment District; and

WHEREAS, Young Professionals of Cowley County requests the sale, possession, and consumption of alcoholic liquor on city streets, alleys, parking lots, and public sidewalks during an event from 5:00 pm to 10:00 pm, on September 11, 2018, on the south half of Millington Street between 8th and 9th Avenues.

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

Section 1. 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.

Section 2. 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.

Section 3. Young Professionals of Cowley County 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 01/27/2018 and expiring 01/26/2020.

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 Young Professionals of Cowley County or Bottle Service LLC.

Section 4. The governing body of the city of Winfield Kansas hereby authorizes 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 Young Professionals of Cowley County for an event from 5:00 pm to 10:00 pm, on September 11, 2018, on the south half of Millington Street between 8th and 9th Avenues, 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 5. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 20th day of August, 2018.

(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



Outdoor Community Event and Temporary Entertainment District Application

Applications and any applicable fees must be submitted to:
Winfield City Clerk | 200 E. 9th Avenue | Winfield, KS 67156
620-221-5500 or (Fax) 620-221-5593 or cityclerk@winfieldks.org

Complete Outdoor Community Event Applications must be submitted at least 30 days prior to the proposed date of the event

The City of Winfield defines an Outdoor Community Event as follows:

Outdoor event on public property organized for a particular and limited purpose and time. Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, cookouts, block parties, community celebrations, shows, exhibitions, circuses, fairs and temporary entertainment districts. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events occurring solely on sidewalks or public rights of way immediately adjacent to public streets that do not require the closing of the sidewalk or public way.

The City of Winfield defines a Temporary Entertainment District as follows:

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.

General Information:

It is the purpose of this application to establish a process for permitting community events to use City streets, sidewalks, parks and alleys. It is unlawful for any person to conduct a community event without a community event permit. Any information required by the application must be complete upon submittal. Incomplete applications may be denied. The City of Winfield may refuse any application received less than 30 days before the event or lacking requested information. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- The Winfield Police Department, the Winfield Fire Department and authorized representatives of such departments shall be responsible for the enforcement of all provisions of this application.
- No fee shall be charged for the application or permit for a Community Event itself.
- The issuance of a Community Event permit shall not negate the responsibility of the permit holder to acquire all other necessary and applicable licenses or permits which may be required for the event or pay any additional fees.
- Street closure request made to the City of Winfield.
- Certificate of Liability Insurance naming the City of Winfield as additionally insured, if applicable.
- Security requirements including hiring of certified law enforcement officers.
- All Food/Beverage/Concessionaire/Amusement vendors list including contact person, contact information, and permits/licenses, as necessary.
- Outdoor Community Events shall cease between the hours of 11:00 p.m. and 8:00 a.m., Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday.
- A detailed Security Plan will be required and approved by Winfield Chief of Police. Extraordinary Police/Fire services will be billed directly to the permit holder and will be the permit holder's responsibility.

**Outdoor Community Event
and
Temporary Entertainment District Application**

Applicant information:

Application Date : Event Title:

Type of Event:
(drop down box) ☐

Event Date: Event Time: **5-10 PM**

Event Address for Permit:

Public Property needed:

Site Plan (required):

Site plan defines the placement of fencing, tables, water supply, toilet/lavatory facilities, lighting, stages, temporary power needs, parking plans, sound plan, temporary seating, tents or canopies, amusement or inflatable rides, barricade type/location, enter/exit locations, trash, signage, all streets being closed, etc.

Parade or motor events require a map or diagram of the route to be traveled w/ starting and ending points identified; use of all or a portion of the street; approximate number, type, and description of persons, animals, and vehicles, as well as information above;

Applicant Name:

Address:

Phone:

E-mail:

Contact Name:
(if different than Applicant)

Address:

Phone:

E-mail:

**Outdoor Community Event
and
Temporary Entertainment District Application**

Will Alcoholic
Liquor or CMB
be sold and/or
served?

☒ Yes, If so complete the following ☐ No

Onsite Alcohol
Supervisor
Name:

Brant Littrell, Bottle Service LLC

Address:

1421 Millington St.

Phone:

918-671-2397

E-mail:

brant@letsgetbottleservice.com

*State Catering License
City Catering License
Chamber COT
City Resolution*

Sale and/or Consumption of Alcoholic Liquor or Cereal Malt Beverages (CMB): A Temporary CMB license (allowing sale and/or consumption of CMB) or a **Temporary Permit (allowing the sale and/or consumption of Alcoholic Liquor) **MUST** be approved by the City Commission. Regular City Commission meetings are held the 1st and 3rd Mondays of each month.

Temporary Alcoholic Liquor or CMB License specifications include:

- No more than 3 consecutive days.
- No more than 4 events annually to the same applicant.
- No sales or consumption of Alcoholic Liquor or CMB upon public streets or rights-of-way unless approved by the City Commission pursuant to the establishment of a Temporary Entertainment District (TED). Streets must be closed to vehicular traffic.
- Specific area designated for point of sale of CMB or Alcoholic Liquor must be defined on a site plan.
- Applicant **MUST** comply with all provisions of the City Code for sale of BOTH Alcoholic Liquor or CMB

**** Sale of Alcoholic Liquor is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control (ABC) AND the City of Winfield. A copy of BOTH permits shall be posted along with the site plan at the event and shall be available for inspection upon request by any law enforcement officer or any officer or agent of the ABC Division Director. Sale and/or consumption of Alcoholic Liquor upon public streets and sidewalks is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control AND the City of Winfield, AND when a TEMPORARY ENTERTAINMENT DISTRICT (TED) designation has been approved by the City Commission.**

**Outdoor Community Event
and
Temporary Entertainment District Application**

**Will food be
sold and/or
served?**

☐ Yes, If so complete the following ☒ No

**Onsite Food
Supervisor
Name:**

Address:

Phone:

E-mail:

**Will admission
be charged?**

☐ Yes, If so the following will be required
☒ No

If admission is going to be charged at the proposed event the permit holder must obtain minimum insurance for the event. The permit holder shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Winfield, its officers and agents, as named insured's and which provides general liability coverage in an amount not less than \$500,000.00 per occurrence and a minimum of \$50,000.00 property damage coverage. Proof of insurance shall be submitted to the City prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

**Is this event a
fundraiser?**

☐ Yes
☒ No

**If yes, for what
organization?**

**Estimated
Attendance:**

Number of participants in previous years:

**Is Street
Closure
Requested?**

☒ Yes
☐ No

**If yes, provide a map of event identifying any and all street closures and
placement of barricades, with type of barricades to be used.**

**The Promoter must receive written approval from Kansas Department of Transportation authorities for the
closure of any State Highway (Main Street or 9th Avenue). Attach copy of approval letter.**

I, the above named applicant, have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Winfield. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Winfield and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Applicant Signature

Megan Bees

Date:

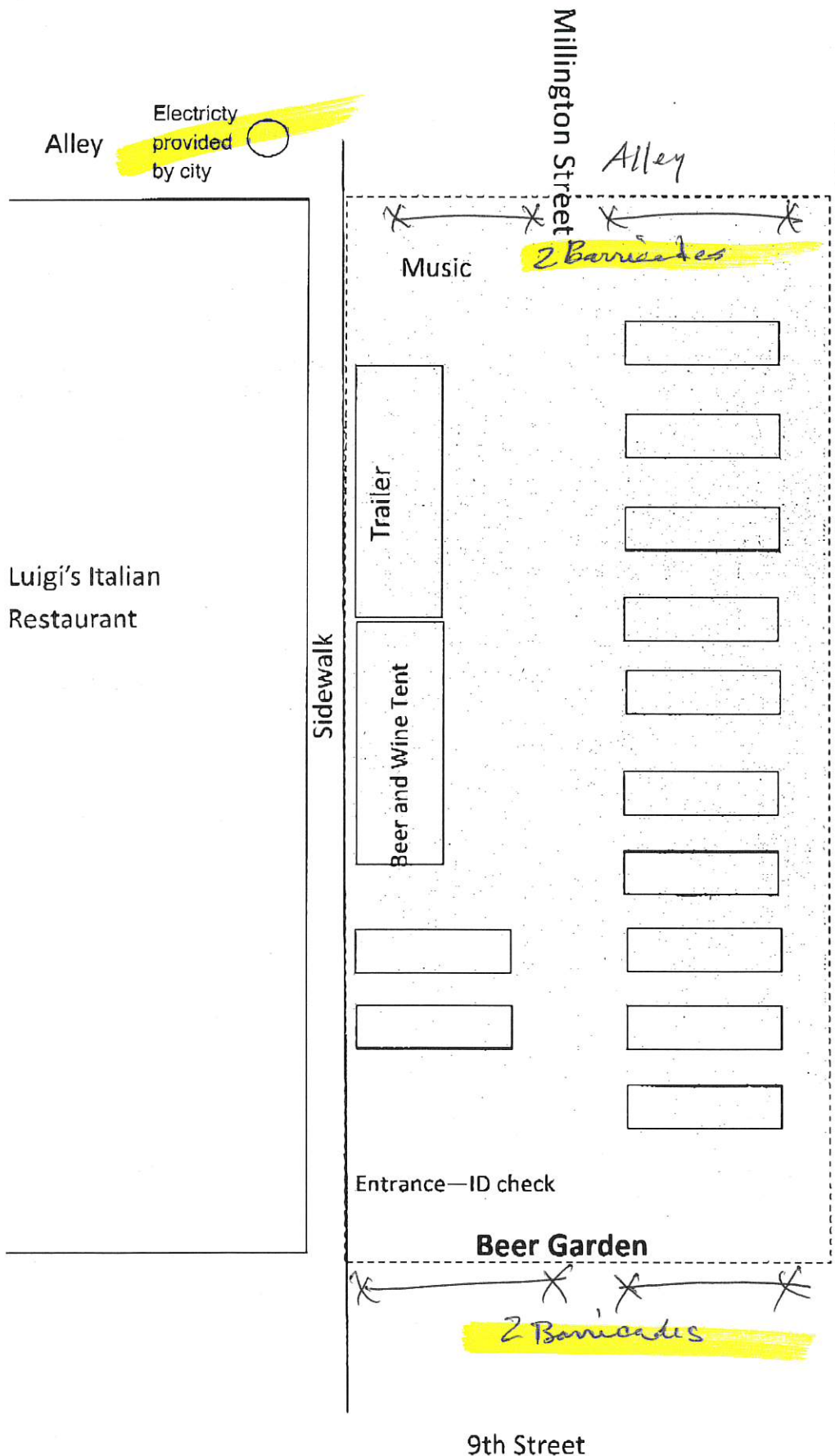
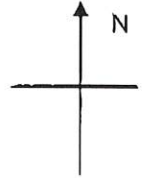
8/7/18

City Manager Signature

Date:

Parking Lot

Site Map for 2018 YP Cowley Beer and Wine Garden



The YP Cowley Board of Directors is requesting use of Millington Street from 9th Avenue to the alley behind Luigi's/City building for the Beer Garden on September 11th as indicated in gray. The perimeter of the beer garden will be designated by temporary fencing provided by Winfield Recreation Commission. Also requesting permission to use the ten parking stalls along the side of the city building and Luigi's.

The YP Cowley Board is requesting electricity be provided by the city in the parking lot. The board is also requesting that 12 picnic tables and 4 benches be made available for the beer garden, if possible.

The YP Board will be monitoring the entrance and checking ID's and overseeing the consumption area. All board members will be recognizable in YP Cowley t-shirts.

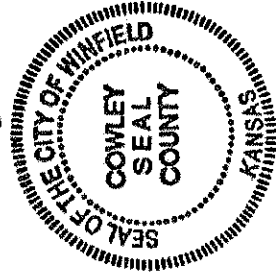
KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

CITY OF WINFIELD, KANSAS CATERING LICENSE

License is hereby granted for the applicant named below to operate a Catering Business in the City of Winfield, County of Cowley, Kansas. This license is neither transferable nor assignable, nor will any refund of the fee be allowed thereon, and is valid from 12:01 a.m. January 27, 2018 until 12:00 midnight January 26, 2019, unless surrendered or revoked.

Bottle Service, LLC
Matthew L. Miers
1421 Millington St.
Winfield, Kansas 67156

Witness my hand and the Corporate Seal of said City this 7th day of February, 2018.



Brenda Peters

Brenda Peters, City Clerk

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:

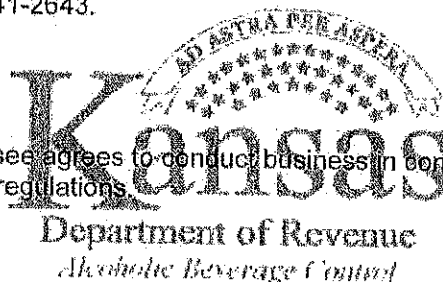
Allows the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

AGREEMENT:

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

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control



Samuel M. Williams

Samuel M. Williams
Secretary of Revenue

EFFECTIVE: 01/27/2018

EXPIRES: 01/26/2020

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 Kdor_abc.licensing@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 Kdor_miscellaneous.tax@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



Request for Commission Action

Date: 7/30/18

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

Consider a lease agreement with Murphy Tractor and Equipment for the lease of a John Deere Loader.

Analysis:

Earlier this year, Staff contacted Foley Equipment regarding a renewal of the current lease for a Caterpillar loader. The current lease expired on July 21, 2018. The City currently owns several thousands of dollars of add-on attachments for the loader which are not universal. The previous lease had an annual lease rate of \$13,500 annually with Caterpillar Financial Services. Unfortunately, staff did not receive a proposal until late June from Foley Equipment for a new lease despite numerous requests. Once a lease proposal was received, the initial proposal increased to over \$25,000 annually. After several discussions on the compatibility of existing equipment attachments owned by the City, it was determined that an adapter plate would allow for the CAT attachments currently owned by the City to fit on a John Deere loader. Staff then solicited proposals from both Murphy Tractor for a lease with similar terms. Foley Equipment did re-submit a lease proposal with third party financing as an alternative with a lower rate. Both final proposals came in at \$19,000 annually. The John Deere loader has a slightly higher value but a lower interest rate on the lease. Additionally, upon evaluation by the street department Superintendent and Foreman, they felt the John Deere addressed some visibility concerns they've had with the CAT loader. Therefore, staff is recommending a lease with Murphy Tractor and Equipment for a John Deere Loader.

Fiscal Impact:

The lease allows for the first payment of the lease to fall within the 2019 budget year. However, at the time the budget was drafted, the lease amount was assumed to be close to the previous amount. Therefore, the proposed lease does exceed the line item in the proposed 2019 budget.

Attachments:



Request for Commission Action

Date: 8/1/2018

Requestor: Dan Defore Water Production

Action Requested: Consider approval of I/A Control System Upgrade by R.E. Pedrotti Co.

Bids were solicited from three vendors.

Analysis: The 2018 budget provides for the Upgrade of the SCADA control system that was installed in 2005 during the Water Treatment Plant upgrade. This is the operating system, Foxboro program, all of the data acquisition programs are no longer supported and are obsolete.

R.E. Pedrotti Co. was the original installer of the system in 2005 and has provided support over the past 13 years to keep things working. Their knowledge of our treatment process and plant operation makes them the most likely contractor for this type of upgrade.

Fiscal Impact: Bid: \$248,500.00

Approved Budget: \$275,000

Attachments: