

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, May 15, 2017
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Brenda K. Butters
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, May 01, 2017

PROCLAMATION

-Kansas Sampler Festival Committee Appreciation

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1730 – A Resolution – Authorizing and directing the Mayor of the City of Winfield, Kansas to execute an agreement between the City of Winfield, Kansas and Alexander Home Elements, LLC, Mahlon E. Alexander, President, for providing the construction of certain improvements for County Club Villas, a residential development.

Bill No. 1731 – A Resolution – Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. (328 N. Massachusetts)

Bill No. 1732 – A Resolution – Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. (332 N. Massachusetts)

Bill No. 1733 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Extension to an Interlocal Cooperation Agreement between the City of Winfield, Kansas, the City of Arkansas City, Kansas, Cowley County Board of Commissioners, Cowley College and Business Partners represented by RCB Bank and Union State Bank, for the provision of Countywide Economic Development Services.

OTHER BUSINESS

-Executive Session to discuss non-elected personnel

ADJOURNMENT

-Next Commission work session 4:00 p.m. Thursday, June 01, 2017.

-Next regular meeting 5:30 p.m. Monday, June 05, 2017.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
May 1, 2017

The Board of City Commissioners met in regular session, Monday, May 01, 2017 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioners Ronald E. Hutto and Gregory N. Thompson were also present. Also in attendance were Jeremy Willmoth, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gary Mangus, Assistant to the City Manager; Patrick Steward, Director of Community Development and Danny Parker, Chief of Police.

City Clerk Peters called roll.

Commissioner Thompson moved that the minutes of the April 17, 2017 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATION

Mayor Butters presented a recognition award to retiring Chief of Police, Danny Parker to recognize his more than 43 years of service in Law Enforcement.

PROCLAMATION

Mayor Brenda K. Butters presented a proclamation to Assistant to the City Manager Mangus proclaiming May 7 - 13, 2017 as Public Service Recognition Week.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 1726 – An Ordinance – Adopting a new Section 34-54 of the Municipal Code of the City of Winfield, Kansas pertaining to administrative fees associated with nuisance abatement. Community Development Director Steward explains that this ordinance will establish the ability to charge administrative fees associated with nuisance abatement. Currently, the City Code allows the City to recover costs associated with clean-up of a property, however, the city-at-large picks up the administrative costs incurred. This ordinance will establish a fee schedule to cover administrative costs in addition to costs associated with the nuisances. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1726 was adopted and numbered Ordinance No. 4056.

Bill No. 1727 – An Ordinance – Amending Sections 54-3 and 54-32 by repealing Section 54-3 and adopting a new Section 54-3 and repealing subparagraph 2(d) of Section 54-32 and adopting a new subparagraph 2(d) to Section 54-32, both set out herein and a part of the Municipal Code of the City of Winfield, Kansas and pertaining to Administrative Fees associated with nuisance abatement. Community Development Director Steward explains that this ordinance relates to the previous ordinance which provides the authority to establish administrative fees relating to nuisance abatements. This ordinance amends the section of the code relating to fees and adds a new subparagraph 2(d) establishing the fees. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1727 was adopted and numbered Ordinance No. 4057.

Bill No. 1728 – A Resolution – Revoking the previous designation of condemnation of real estate. Community Development Director Steward explains that this resolution considers the revoking of the previous condemnation of a property located at 122 N. Minnesota Ave. Steward explains that owners Rex and Janice Harrington have provided a plan for the renovation of this property to make it ready for occupancy within a six month period. Steward further explains that if the owners fail to make the property habitable, or don't make sufficient progress during the six month period, the City would then start the condemnation process again, and can do so whenever deemed necessary. The Harringtons were present to answer any questions. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1728 was adopted and numbered Resolution No. 2417.

Bill No. 1729 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Winfield Community Theatre). Assistant to the City Manager Mangus explains that 2017 is the 50th anniversary of the establishment of the Winfield Community Theatre. The Theatre group would like to hold a celebration and a fundraising event in Meyer Hall and outside at the Library on Saturday May 27, 2017. The group would like to serve complimentary wine to attendees of the event which requires approval by the City Commission to be provided to the Alcoholic Beverage Control Division of the State of Kansas. Jim Karasek was present to answer any questions. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1729 was adopted and numbered Resolution No. 2517.

OTHER BUSINESS

-Consider Temporary Liquor License for US 77 Productions, Inc. at the fairgrounds, June 1-3, 2017. City Clerk Peters presented a Temporary Liquor license application for US 77 Productions, Inc for Commission consideration. This license would be in effect June 1-3, 2017 at the Winfield Fairgrounds during the Rock 'n Country Fest. Commissioner Thompson made a motion to approve the Temporary Liquor License application for US 77 Productions for the dates of June 1-3, 2017. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:44 p.m.

Signed and sealed this 11th day of May 2017.

Signed and approved this 15th day of May 2017.

Brenda Peters, City Clerk

Brenda K. Butters, Mayor

PROCLAMATION

WHEREAS, the Kansas Sampler Foundation is a public non-profit with a mission to preserve and sustain rural Kansas culture; and,

WHEREAS, the Kansas Sampler Festival was designed by the Kansas Sampler Foundation to bring communities and attractions from throughout Kansas together to provide the public a sample of what there is to see, do, hear, taste, buy, and learn in our state; and,

WHEREAS, Winfield Area Chamber of Commerce was selected to host the 2016 and 2017 Kansas Sampler Festivals in historic Island Park; and,

WHEREAS, Kansas Sampler Festival gave exhibitors and our community a showcase for statewide exposure to the thousands who experienced these festivals.

NOW THEREFORE, I, Brenda K. Butters, Mayor of the City of Winfield, Kansas do hereby acknowledge and recognize the following:

- The Winfield Area Chamber of Commerce for successfully being awarded and serving as host for the 2016 and 2017 Kansas Sampler Festivals
- Kansas Sampler Foundation for their confidence in Winfield and historic Island Park to host their final Kansas Sampler Festival events
- The Kansas Sampler Festival-Winfield Steering Committee for their commitment to developing and implementing the plans for two successful Kansas Sampler Festival events
- The over 400 volunteers who worked together as one to successfully showcase our park, community, and state

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of May, 2017.

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

A RESOLUTION

AUTHORIZING and directing the Mayor of the City of Winfield, Kansas to execute an agreement between the City of Winfield, Kansas and Alexander Home Elements, LLC, Mahlon E. Alexander, President, for providing the construction of certain improvements for County Club Villas, a residential development.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute an agreement between the City of Winfield, Kansas and Alexander Home Elements, LLC, Mahlon E. Alexander, President, for providing the construction of certain improvements for County Club Villas, a residential development, a copy of which is attached hereto and made a part hereof the same if fully set forth herein.

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

ADOPTED this 15th day of May 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

AGREEMENT
PROVIDING FOR THE CONSTRUCTION
OF CERTAIN IMPROVEMENTS FOR
COUNTRY CLUB VILLAS, A RESIDENTIAL SUBDIVISION

THIS AGREEMENT is executed this _____ day of _____, _____ by _____, referred to as "Developer" , and the City of Winfield, Cowley County, Kansas, referred to as "City".

RECITALS

WHEREAS, Developer is the contract buyer of a tract of land more fully described below; and,

WHEREAS, Developer intends to develop and sell individual residential dwellings consisting of single family homes; and,

WHEREAS, City deems it necessary and in the best interest of the City to have improvements constructed in accordance with the policies and requirements of the City.

AGREEMENT

NOW, THEREFORE, THE DEVELOPER AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. The property subject to the Agreement is legally described as:
Country Club Villas, a Subdivision in the Southwest Quarter of Section 32, Township 32 South, Range 4 East in the City of Winfield, Cowley County, Kansas.
2. Developer has agreed to provide improvements to the property in accordance to the specifications of the City of Winfield and Kansas Department of Health and Environment.
3. Developer has requested that the City design, construct and provide the financing instrument for the improvements.
4. City has contracted with Young and Associates of Derby, KS for design and bidding of sanitary sewer, water and street projects. City have plans ready for bidding, subject to approval of developer. Further engineering services with Young and Associates may include, but not limited to, engineering design, NPDES permit preparation, field staking, surveys, and any construction inspection performed by a party other than City. Also included shall be the cost of geotechnical testing, soil compaction testing, and quality assurance testing of all materials used in the improvement projects, as may be required and contracted for by City. City has already paid for most design services and actual costs will be placed into the project accounts for special assessment purposes. For City supplied construction observation and coordination services, the City shall charge a fee not to exceed *Three thousand dollars and 00/100 (\$3,000)*, which will be placed against the street project and eligible for special assessment.
5. Developer has requested that the City provide for design, contracting and construction of the following improvements:

Street improvements, including but not limited to necessary grading, concrete curb and gutter, five inch (5") asphaltic concrete roadway surface on a stabilized base and drainage appurtenances within the subdivision and decorative street lighting.

Sanitary sewer improvements, including but not limited to sewer main, manholes, wyes, risers, and necessary appurtenances.

Water, including but not limited to water main, fire hydrants, valves, service lines and necessary appurtenances.

6. Developer agrees to pay for the cost of constructing street improvements, water improvements and sanitary sewer improvements as described in Paragraph 5, except for the cost assumed by the city at-large. The method of financing and schedule shall be as follows:

City shall obtain temporary financing of the design and construction of improvements as described in Paragraph 5. The City shall take bids from financial institutions to obtain financing.

Temporary financing interest cost will accrue until final financing is obtained. Developer or Special Assessment District shall be responsible for said interest. City shall prudently invest available proceeds, subject to legal restrictions. Any interest earned from available temporary financing proceeds shall be credited against the interest cost.

City agrees to issue Special Assessments as final financing. The Developer will execute petitions for improvements as described in Paragraph 5. The petition for improvements outline the method of assessment and cost apportionment.

City agrees that the first required Special Assessment payment will not be prior to the first tax statement issued in November 2020 and payable by December 20, 2020. Unless modified by subsequent buyers, the City will require the payment of Special Assessments in relatively uniform annual payments, not to exceed fifteen (15) years.

7. For improvements outlined in Paragraph 5, Developer shall, through an established bank or financial institution, as approved by the City, establish a line of credit, escrow account or other acceptable form, and have the financial institution provide to City letters of credit in sufficient amount to cover the cost of the first year of Special Assessment against each lot. The amount required against each lot shall be one thousand six hundred dollars (\$1,600.00). Letters of credit shall be furnished to City by the bank or financial institution prior to the start of any construction within the subdivision.

Letter of credit for a lot shall be released upon the sale of a lot or the Building Official for the City issuing an occupancy permit for a house constructed upon the specific lot. Letter of credits for lots with no occupancy permit shall not be released until the first annual Special Assessment is paid in full. Should initial Special Assessments not be paid during the first applicable payment year, City may redeem letters of credit for unpaid special assessments against applicable lot(s).

Developer acknowledges that a legal petition exists for construction and assessing costs against property for sanitary sewer development. No further work on the project by City will occur until fully executed assessment petitions have been signed for water and street construction within the development.

Bidding for projects will not occur until proper letters of credit have been furnished to the City on behalf of developer.

8. Upon the issuance of an occupancy permit for a dwelling unit in Country Club Villas, City shall bill developer one thousand dollars (\$1,000.00) per unit (maximum of 22 units) for reimbursement of sanitary sewer extension cost (in addition to special assessment charges). Developer shall pay within sixty (60) calendar days from date of billing. If payment is not received within required period, no additional building permits within the development will be issued until delinquency is paid in full.

9. Plans and specifications for electric and gas improvements shall be prepared by the city at no charge.

10. Electric improvements, in addition to standard installation of residential electric service shall include underground electrical service, shall be provided within a separate agreement. There will be a charge for underground service above normal overhead installation costs.

11. Natural gas mains shall be provided in a separate agreement. Current estimates are for main extension at \$8.00 per l.f. Each individual service shall be billed at a time and material basis, based upon City rates. Each individual service shall not be charged more than six hundred and fifty dollars (\$650.00) per service.

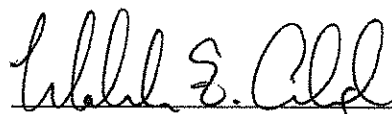
12. If not included within the construction project for water lines, water service from the tap to the meter site, on City right-of-way, shall be billed at a time and material basis, based upon City rates. Each individual service shall not be charged more than six hundred dollars (\$750.00) per service.

13. It is anticipated that street construction will not commence prior to May 1, 2016. Developer may begin construction of housing as soon as practical and all conditions contained herein that are needed for construction have been met, including but not limited to, letters of credit being provided and construction plans are completed and contracts are executed for improvements outlined in Paragraph 5. No occupancy permit shall be provided for any house until street work and utility services serving the dwelling are completed. Housing construction shall not interfere with or be detrimental to contracts executed for improvements in Paragraph 5. In the process of home building, Developer shall be responsible for damage to completed utilities or streets that may occur during lot preparation or building construction performed on behalf of Developer.

14. For purposes of the City adopted Neighborhood Revitalization Program (NRP) tax rebate program, any residential structure sharing at least one common wall shall be considered qualifying for benefits as a multi-family structure.

IN WITNESS WHEREOF, the foregoing Agreement is executed this _____ day of _____, _____.

DEVELOPER

 8/10/16

Mahlon E. Alexander, President
Alexander Home Elements, LLC

STATE OF KANSAS, COWLEY COUNTY, SS.

On this _____ day of _____, 2015, before me a notary public in and for said county and state, personally appeared Mahlon E. Alexander to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

Notary Public

My commission expires:

CITY

Brenda K. Butters, Mayor

Attest:

Brenda Peters, City Clerk

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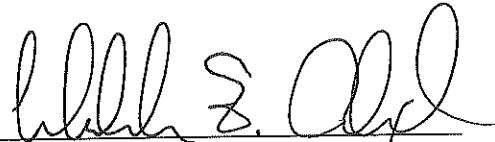
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14. For purposes of the City adopted Neighborhood Revitalization Program (NRP) tax rebate program, any residential structure sharing at least one common wall shall be considered qualifying for benefits as a multi-family structure.

IN WITNESS WHEREOF, the foregoing Agreement is executed this ____ day of _____.

DEVELOPER



Mahlon E. Alexander, President
Alexander Home Elements, LLC

STATE OF KANSAS, COWLEY COUNTY, SS.

On this 3 day of May, 2017, before me a notary public in and for said county and state, personally appeared Mahlon E. Alexander to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

My commission expires:



Neil Dickson
Notary Public

CITY

Brenda K. Butters, Mayor

Attest:

Brenda Peters, City Clerk

A RESOLUTION

DETERMINING the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City’s inspector, on or about the 23rd day of March, 2017 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the City or of any neighborhood, family or resident of the city, to wit:

(1) Owner: PHABMIXAY, MAY S & PHABMIXAY, SOUNTHARACK SUE S
5 BERWICK CT.
WINFIELD, KS. 67156

Occupant: Unoccupied
Property Address: 328 N. MASSACHUSETTS
Legal Description: The South 70 feet of the Lot 10, and the North 24 feet of Lot 11 in Block 40 Musgrove's Addition to the City of Winfield in Cowley County.

Nature of Nuisance: A nuisance consisting of 4 mattresses, trash, and miscellaneous junk.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

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

ADOPTED this 15th day of May, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

A RESOLUTION

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

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

(1) Owner: MCCULLOUGH, BRIAN D
332 N. MASSACHUSETTS
WINFIELD, KS. 67156

Occupant: MCCULLOUGH, BRIAN D
Property Address: 332 N. MASSACHUSETTS
Legal Description: The South 35 feet of the North 70 feet of Lot 9, Block 30
Musgrove's Addition to the City of Winfield.

Nature of Nuisance: A nuisance consisting of miscellaneous debris, trash, and junk.

Disposition of Items: Property items determined by the City to be of value will be impounded and stored at the City impound lot. Such items may be retrieved after appropriate impound fees and other incurred expenses have been paid by the owners.

Section 2. The clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

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(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Extension to an Interlocal Cooperation Agreement between the City of Winfield, Kansas, the City of Arkansas City, Kansas, Cowley County Board of Commissioners, Cowley College and Business Partners represented by RCB Bank and Union State Bank, for the provision of Countywide Economic Development Services.

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

Section 1. The Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an Extension to an Interlocal Cooperation Agreement between the City of Winfield, Kansas, the City of Arkansas City, Kansas, Cowley County Board of Commissioners, Cowley College, and Business Partners as represented by RCB Bank and Union State Bank for the provision of Countywide Economic Development Services.

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ADOPTED this 15th day of May, 2017.

(SEAL)

Brenda K. Butters, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Jeremy Willmoth, City Manager

**Interlocal Cooperation Agreement
For The Provision of
Countywide Economic Development Services**

This Interlocal cooperation agreement hereinafter referred to as the **Agreement** is made and entered into this ___ day of ____, 2017 by and between **Cowley County, Kansas**, a governmental subdivision of the State of Kansas organized and existing under the laws of the State of Kansas and hereinafter referred to as “**County**”; 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**”; the **City of Winfield, Kansas**, a municipal corporation organized under the laws of the State of Kansas and hereinafter referred to as “**Winfield**” and **Cowley College**, an institution of higher education operating under the laws of the State of Kansas and hereinafter referred to as “**College**”, and various agencies within Cowley County collectively referred to as “**Business Partners**” that are officially represented by RCB Bank and Union State Bank.

PURPOSE

The purpose of this agreement is to provide a legal foundation for “Cowley First: Cowley County Economic Development Partnership” and hereinafter referred to as **Cowley First**. Cowley First is a collaborative countywide economic development program to preserve and enhance the economic and business vitality of Cowley County, Kansas including the communities within it. Under this agreement, County will maintain and coordinate the Cowley First program and will otherwise undertake activities which either create jobs or increase the economic vitality of Cowley County through expanded residency or business investment as more fully described below.

WHEREAS, PURSUANT TO THE AUTHORITY OF K.S.A. 12-2901 ET. SEQ., THE PARTIES AS PUBLIC AND PRIVATE AGENCIES HAVE THE AUTHORITY TO ENTER INTO THIS INTERLOCAL AGREEMENT, AND EACH SHALL HAVE THOSE POWERS, DUTIES AND FUNCTIONS AS SET FORTH IN SAID STATUTES AND AS OTHERWISE ALLOWED BY LAW.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN COUNTY, ARKANSAS CITY, COLLEGE, WINFIELD, AND BUSINESS PARTNERS AS FOLLOWS:

SECTION ONE

Retention of County To Maintain & Coordinate the Cowley First Program.

The parties to this agreement do hereby retain County for the purposes of maintaining and coordinating the Cowley First program consisting of paid staff and collaborative efforts with participating member organizations to support and promote the economic development of Cowley County. County will retain and/or assign staff and coordinate the collaborative efforts of participating members to operate the program and to ensure that the responsibilities of the Cowley First program are carried out in an efficient and effective manner to the extent of the resources provided under this agreement. County shall through a combination of paid staff and

collaborative efforts with participating member organizations maintain and coordinate the Cowley First program to foster and achieve the following:

1. To maintain a business climate conducive to the expansion and retention of existing businesses and industry within Cowley County. Maintain regular contact with firms within the communities, industrial parks and county to determine if there are opportunities with which the program might assist.
2. To promote, support and encourage creative local entrepreneurship, business incubation & small business development efforts to stimulate the start up of new businesses and industrial enterprises in the county that will import wealth into the local economy. To work with local school districts, universities, & community leaders to create entrepreneurship education programs & to enhance the local entrepreneurship culture.
3. To work with program partners to strengthen the quality and quantity of the local workforce.
4. To undertake targeted business recruitment efforts and to provide information and coordinate site visits for firms that might wish to investigate Cowley County as a desirable location in which to locate a new business operation. This activity will include:
 - a. responding to requests for assistance from the Kansas Department of Commerce as well as parties to this agreement
 - b. maintaining a high quality Cowley County Economic Development program website
 - c. developing, printing and distributing information pertinent to attracting new business and industrial firms to the county
 - d. providing a point of contact for phone calls, faxes, email, letters and personal visits relating to economic development
5. To encourage rural development through the expansion of tourism activities and initiatives in agritourism.
6. To assist community partners in their efforts to implement quality of life initiatives and efforts to enhance community appeal.
7. To work with program partners to formulate and execute strategic & long-range plans to enhance the economic viability and quality of life in Cowley County.

SECTION TWO

Program Governance

1. **Coordinating Council:** An eight (8) member Coordinating Council composed of a representative from each of Arkansas City, College, County, Winfield, RCB Bank, and Union State Bank, with two additional selected at-large representatives appointed by them, will make up the Coordinating Council and shall act as an executive committee for the Cowley First program. The Coordinating Council, by mutual agreement, may amend the membership of the Council to adapt to program priorities and changing circumstances.

2. **Economic Development Advisory Committee:** To advise and assist County in maintaining and coordinating the Cowley First program a Cowley County Economic Development Advisory Committee shall be appointed. The Advisory Committee shall consist of the members of the Coordinating Council and one representative selected by each participating member organization listed below. The Coordinating Council, by mutual agreement, may amend the membership of the Economic Development Advisory Committee from time to time to reflect program priorities and to adjust to changing circumstances.

1. Arkansas City Area Chamber of Commerce
2. Ark City Industries
3. Southwestern College
4. Strother Field
5. Winfield Area Chamber of Commerce
6. Winfield Economic Development
7. At-Large Rural Eastern Cowley County – Selected by Advisory Committee
8. A-Large Rural Northern Cowley County – Selected by Advisory Committee
9. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
10. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
11. At-Large General Member – Selected by Advisory Committee
12. At-Large General Member – Selected by Advisory Committee
13. At-Large General Member – Selected by Advisory Committee

SECTION THREE

Reports and Funding

County will provide quarterly reports to the parties to this agreement and the participating member organizations on the activities and accomplishments under this agreement as well as the expenses for operation of Cowley First. It will also provide an annual report to the parties in May along with its request for funding for the following year's operation.

The Cowley First Director shall, each year, develop a budget setting forth the anticipated fiscal requirements of Cowley First and the anticipated revenues to defray those expenses. It shall submit the budget to the Coordinating Council each year for review and approval. Upon approval of the budget by the parties of this agreement, the cost of the budget not offset by other revenues shall be split equally between County, Arkansas City, Winfield and Business Partners. Funds received from College will be credited toward balance due by Business Partners. In

determining the cost share of the budget the parties may consider the provision of office equipment, shared staff and other in-kind support as a part of its contribution to the operation of Cowley First.

Payments to County shall be made quarterly in advance. In administering the budget of the program, County shall handle all disbursements and expenses in accordance with its normal accounting and disbursement procedures and will maintain sufficient records to determine the expenses incurred in fulfilling its responsibilities under this agreement.

SECTION FOUR

Term of Agreement, Termination.

This agreement shall operate from and after the date first above written until December 31, 2022. This agreement may be extended for an additional three (3) year period upon approval of all parties to the agreement. Any of the parties hereto may withdraw from this agreement by giving the other parties and the Coordinating Council written notice. Any party so withdrawing from this agreement by August 25th shall be obligated to pay its proportionate share as set forth in Section Three for the remainder of the calendar year. Any party so withdrawing from this agreement after August 25th shall pay its proportionate share for the remainder of the adopted budget year(s) following the date of notice of withdrawal from this agreement. The agreement may also be terminated by mutual agreement of all parties to the agreement. Upon termination, all assets and liabilities of Cowley First shall be identified and a closure agreement shall be negotiated by all parties and each will assume an equal share of the value and liability of the program or some other share if mutually agreed upon by all parties.

SECTION FIVE

Approval and Authorization

The Arkansas City, County, College, Winfield, and Business Partners as officially represented by RCB Bank and Union State Bank 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 agreement constitutes a legal, valid and binding obligation upon Arkansas City, College, County, Winfield, and Business Partners in accordance with its terms.

SECTION SIX

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 addresses:

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

Cowley County
Board of County Commissioners
311 E. 9th Avenue
Winfield, KS 67156

Cowley College
President
125 S. Second Ave.
Arkansas City, KS 67005

RCB Bank
President & CEO
P.O. Box 545
Winfield, KS 67156

Union State Bank
Chairman & CEO
P.O. Box 928
Arkansas City, KS 67005-0928

SECTION SEVEN

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 EIGHT

Binding Effect

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

SECTION NINE

Applicable Law

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

SECTION TEN

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 ELEVEN

Severance

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever by 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 TWELVE

Effective Date

This agreement shall take effect on the date first written above 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.

SECTION THIRTEEN

Sole and Only Agreement

This agreement constitutes the entire and total agreement by and between the parties hereto with respect to the subject matter hereof, and as such it hereby supersedes any and all prior agreements, negotiations or discussions pertaining thereto.

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Duane L. Oestmann, Mayor
City of Arkansas City

Lesley A. Shook, Arkansas City City Clerk

Reviewed and approved for form by:

Tamara Niles, Arkansas City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Brenda Butters, Mayor
City of Winfield

Brenda Peters, Winfield City Clerk

Reviewed and approved for form by:

William E. Muret, Winfield City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Wayne Wilt, Chairman
Cowley County Board of Commissioners

Karen D. Madison, County Clerk

Reviewed and approved for form by:

Mark Krusor, County Counselor

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Dr. Dennis Rittle, President
Cowley College

Tiffany Vollmer, Board Clerk

Reviewed and approved for form by:

Davis W. Andreas, Board Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Lonnie McCullough, President
RCB Bank

Raven Nuss, Secretary

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

ATTEST:

Eric Kurtz, President & CEO
Union State Bank

David Marshall, Secretary

The foregoing interlocal cooperation agreement for the creation and participation in the Cowley County Economic Development Agency is hereby approved in accordance with KSA 12-2901 et seq. on this _____ day of _____, 2011.

Derek Schmidt, Attorney General, State of Kansas