

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, July 03, 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, June 19, 2017

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1747 – 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 deleting Section 182.1 of the Standard Traffic Ordinance adopted and incorporated into the Winfield City Code, and adding a new Section 182.1 regarding seatbelts.

Bill No. 1748 – A Resolution – Authorizing and granting a Conditional Use Permit to Winfield Church of Christ, owner and Jonathan and Cathleen Gibson, agent(s), at 721 Loomis St. Winfield, Kansas, to allow a single family dwelling on the main level in the Central Business District.

Bill No. 1749 – 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

-Consider various Board Appointments
-Consider an AIP Grant Agreement for Strother Field

ADJOURNMENT

-Next regular meeting 5:30 p.m. Monday, July 17, 2017.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
June 19, 2017

The Board of City Commissioners met in regular session, Monday, June 19, 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; Gus Collins, Director of Gas & Wastewater Utilities; Patrick Steward, Director of Community Development; Russ Tomevi, Director of Public Works/Engineering; Vincent Warren, Interim Fire Chief and Chad Mayberry, Fire Lieutenant.

City Clerk Peters called Roll.

Commissioner Thompson moved that the minutes of the June 5, 2017 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PROCLAMATION

Mayor Brenda K. Butters presented a proclamation to City Manager Willmoth, and Assistant to the City Manager Mangus proclaiming June 19, 2017 as 100th Anniversary of City Management in Kansas Day.

Mayor Brenda K. Butters presented a proclamation to William E. Muret, President of the Winfield Lions Club and other members, proclaiming the month of June as Lion's Club International Centennial Recognition Month.

BUSINESS FROM THE FLOOR

Hal McCoy, Wichita, Kansas, appeared to speak about his new company and its relationship with Western Industries located in Strother Field.

NEW BUSINESS

Bill No. 1740 – An Ordinance – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement by and between the Cities of Winfield and Arkansas City, Kansas, and the Rural Fire District No. 6, Cowley County, Kansas, for certain fire protection services. Assistant to the City Manager Mangus explains that this resolution extends fire protection service to outlying areas. Mangus explains that this agreement is for a three-year term with the same terms and conditions as the previous agreement. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1740 was adopted and numbered Ordinance No. 4058.

Bill No. 1741 – A Resolution – Authorizing and directing the Mayor of the City of Winfield, Kansas to execute an agreement between the City of Winfield, Kansas and Bliss Development, LLC, Mark McKenna, Managing Member, for providing the construction of certain improvements for Stonebrook Subdivision, a residential development. Community Development Director Steward explains that this resolution considers an agreement between Bliss Development, LLC and the City

of Winfield for the future development of Stonebrook Subdivision to be located at 19th Avenue and Bliss Street on property currently owned by the City of Winfield. A proposal was received from Bliss Development, LLC to provide construction of duplexes and multi-family housing. Steward explains that this agreement outlines the parameters of moving forward for the sale and platting of the property. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1741 was adopted and numbered Resolution No. 3617.

Bill No. 1742 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute an agreement between USD 465, Winfield, Kansas and the City of Winfield for the sale of real estate. Community Development Director Steward explains that this resolution considers an agreement for the transfer of property and real estate currently owned by USD #465 to the City of Winfield. The property is the west half of the former Winfield Intermediate School . Steward explains that this agreements sets forth the parameters for the transfer of the property, but does not specify a date of the transfer. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1742 was adopted and numbered Resolution No. 3717.

Bill No. 1743 – A Resolution – Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the Northwest Quarter of Section 34, Township 32 South, Range 5 East of 6th P.M., in the City of Winfield, Cowley County, Kansas. Director of Public Works/Engineering Tomevi explains that this resolution is for an easement to be assigned by the property owner, Larry Reed, through a property located approximately 4 miles east of 360 Highway and would allow the City to provide electric service to the property. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1743 was adopted and numbered Resolution No. 3817.

Bill No. 1744 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project Nos. 11-DI 908 & 17-TI 829 for street and drainage improvements between the City of Winfield, Kansas and APAC-Kansas, Inc., Shears Division Wichita, Kansas. Director of Public Works/Engineering Tomevi explains that this is a resolution that would authorize the Commission to authorize a contract to APAC-Kansas for street projects including improvements on 5th Avenue off of Main Street; and for the intersection of 8th Avenue and College Street. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1744 was adopted and numbered Resolution No. 3917.

Bill No. 1745 – A Resolution – Authorizing the Mayor and Clerk of the City of Winfield, Kansas to execute a Purchase Agreement with Pierce Manufacturing Inc., a Wisconsin Corporation for a Fire Apparatus and any associated equipment pursuant to specifications. Fire Lieutenant Chad Mayberry explains that this resolution is for the approval of a purchase agreement with Pierce Manufacturing, Inc. for a new Fire Apparatus and associated equipment, which will replace a truck purchased in 1999. The contract purchase price is \$750,000. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1745 was adopted and numbered Resolution No. 4017.

Bill No. 1746 – A Resolution – Authorizing and directing the Mayor of the City of Winfield, Kansas to execute an easement between the City of Winfield, Kansas and Zayo Group, for providing right-of-way for the installation, construction, maintenance, repair and removal of a fiber optic utility line. Community Development Director Steward explains that this resolution considers granting an easement to Zayo Corporation for right-of-way for a fiber optic line to go through the Winfield Fairgrounds. Steward explains that this follows the action of the Commission in 2016 which approved a Franchise Agreement with Zayo. It was also noted that there was a clerical error in the preamble of the resolution. Staff recommends approval of the resolution with the amendment of correcting the clerical error. Commissioner Hutto made a motion to accept Bill No. 1746 with the amendment of the clerical error correction. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, Bill No. 1746 was adopted and numbered Resolution No. 4117.

OTHER BUSINESS

-Consider Board Appointments - City Clerk Peters presented a list of board appointments for the Commission's consideration.

Commissioner Thompson made a motion to accept the board appointments as follows:

BOARD OF ZONING APPEALS

Willie Tuttle
David Brazil

BUILDING TRADES BOARD

Cheri Hulse
James Finney
Brian Mayfield
Gaylan McCoy

CITY PLANNING COMMISSION

David Brazil
Jeanie Campbell
Robert Gottlob

COWLEY COUNTY HUMANE SOCIETY

Jeremy Willmoth

KMGA BOARD OF DIRECTORS (For August 1, 2017)

Gus Collins

LIBRARY BOARD

Julie Wilke

PARK BOARD

Marilyn Albright
Larry Schuster

SENIOR CITIZEN'S ADVISORY COMMITTEE

Jim Buterbaugh

Linda Chase
Sara Glantz
Dean Kennedy
Robert Ward
Ramona Wethington

WINFIELD HOUSING AUTHORITY
Sarah Hallinan

WILLIAM NEWTON HOSPITAL BOARD
Steve McSpadden

Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

-Consider Joint Use Pole Agreement with Zayo - Director of Gas & Wastewater Collins explains that this agreement would allow Zayo Group to use City owned utility poles for their fiber project. Collins also states that staff recommends approval of the agreement subject to receipt of the agreement from the Zayo Group. Commissioner Hutto moved to authorize the City Manager to execute a Joint Use Pole Agreement with Zayo Group subject to receipt of the agreement from Zayo Group. Motion was seconded by Commissioner Thompson. With all Commissioners voting aye, motion carried.

There was discussion of the area of Black Creek Park at the end of Wheat Road, and the possibility of putting a safety barrier on the east side of the park.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 6:08 p.m.

Signed and sealed this 30th day of June 2017.

Signed and approved this 3rd day of July 2017.

Brenda Peters, City Clerk

Brenda K. Butters, Mayor

(First published in the Winfield Daily Courier on July 7, 2017)

BILL NO. 1747

ORDINANCE NO. 4059

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 deleting Section 182.1 of the Standard Traffic Ordinance adopted and incorporated into the Winfield City Code, and adding a new Section 182.1 regarding seatbelts.

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

Section 1. Current Section 182.1 of the Standard Traffic Ordinance shall be deleted as adopted and a new Section 182.1 of the Standard Traffic Ordinance shall be adopted as follows and shown as Section 74-82(d):

(d) Section 182.1 Seat Belts.

(a) Except as provided in subsection (b):

(1) Each occupant of either a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard number 208 or an auticycle, who is 18 years of age or older, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion; and

(2) Each occupant of either a passenger car manufactured with safety belts in compliance with federal motor safety standard number 208 or an auticycle, who is at least 14 years or age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.

(b) This section does not apply to:

(1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;

(2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specific routes; or

(3) Newspaper delivery persons while actually engaged in delivery of newspapers along their specified routes.

- (c) Law enforcement officers shall not stop drivers for violations of subsection (a)(1) by a back seat occupant in the absence of another violation of law. A citation for violation of subsection (a)(1) by a back seat occupant shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.
- (d) (1) Persons violating subsection (a)(1) shall be fined \$30 and no court costs; and
 (2) Persons violating subsection (a)(2) shall be fined \$60 and no court costs.
- (e) As used in this section, **passenger car** means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying 10 passengers or fewer, including vans, but does not include a motorcycle or a motor-driven cycle. (K.S.A. Supp. 8-2502-8-2504)

Section 2. This ordinance shall be in full force and effect from and after its passage and publication in the official City newspaper.

ADOPTED this 3rd day of July, 2017.

CITY OF WINFIELD, KANSAS

(SEAL)

By _____
 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

A RESOLUTION

AUTHORIZING and granting a Conditional Use Permit to Winfield Church of Christ, owner, and Jonathan and Cathleen Gibson, agent(s), at 721 Loomis St., Winfield, Kansas, to allow a single family dwelling on the main level in the Central Business District.

WHEREAS, the Planning Commission of the City of Winfield, Kansas, on June 12, 2017 conducted a Public Hearing to consider a request for a Conditional Use Permit for the use as a single family dwelling on the main level in the Central Business District area; and,

WHEREAS, at said hearing the Planning Commission recommended approval of said Conditional Use Permit, Case Number PC 2017-02.

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

Section 1. A Conditional Use Permit is hereby granted to Winfield Church of Christ, owner and Jonathan and Cathleen Gibson, agent(s), to allow the use of the main level of the structure as a single family dwelling on the following legally described property:

The area to be considered is a tract legally described as follows: Within 200 feet of lots 10, 11 and 12, block 147, original town, to the point of beginning, all in the City of Winfield, Cowley County, Kansas, commonly known as 721 Loomis St., Winfield, Kansas.

Upon the following conditions:

- 1) All construction to meet the International Building Code including providing a code foot print per state statute.

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

Section 3. The Clerk of the City of Winfield is hereby authorized and directed to file said Conditional Use with the Register of Deeds of Cowley County, Kansas.

ADOPTED this 3rd day of July, 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/tp

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.

Section 2. This resolution replaces Bill No. 1733, Resolution No. 2917 passed by the Winfield City Commission on May 15, 2017.

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

ADOPTED this 3rd day of July, 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:** A nine (9) member Coordinating Council composed of a representative from each of Arkansas City, College, County, Winfield, RCB Bank, and Union State Bank, the Strother Field Commission, with two additional selected at-large representatives appointed by the permanent members of the Coordinating Council, 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.

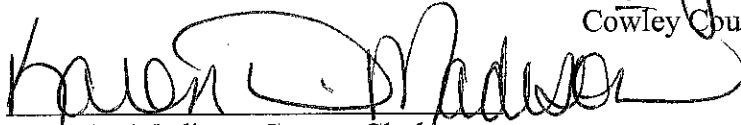
SECTION THIRTEEN

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:

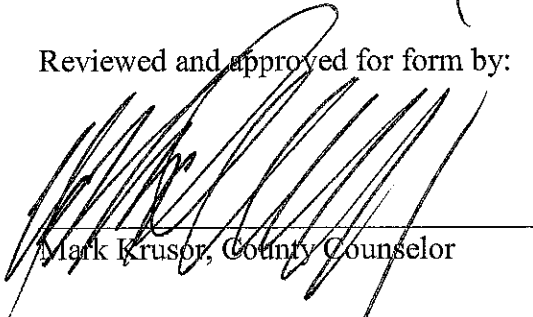


Karen D. Madison, County Clerk



Wayne Wilt, Chairman
Cowley County Board of Commissioners

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:

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:

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 _____, 2017.

Derek Schmidt, Attorney General, State of Kansas