

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, August 03, 2020
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Phillip R. Jarvis
ROLL CALL.....City Clerk, Brenda Peters
MINUTES OF PRECEDING MEETING.....Monday, July 20, 2020

PUBLIC HEARING

-Consider comments on the proposed 2021 Annual Budget

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2046 – An Ordinance – Vacating Fuller Street, from the south right-of-way of East 8th Ave. to the north right-of-way of East 9th Ave., also described as the west line of Block 188 of Townsite, Winfield, Kansas.

OTHER BUSINESS

-Consider an Amended Agreement by and between the City of Winfield, and Foster Design Associates, LLC, of Wichita, KS.
-Consider an Agreement between City of Winfield and Walnut Valley Association regarding the 49th Annual Walnut Valley Festival

ADJOURNMENT

-Next regular work session 4:00 p.m. Thursday August 13, 2020.
-Next regular meeting 5:30 p.m. Monday, August 17, 2020.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
July 20, 2020

The Board of City Commissioners met in regular session, Monday, July 20, 2020 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Phillip R. Jarvis presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, 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 Public Improvements; and Robbie DeLong, Police Chief.

City Clerk Peters called Roll.

Commissioner Thompson moved that the minutes of the July 6, 2020 meeting be approved as presented. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

Commissioner Hutto moved that the minutes of the Special Called Meeting of July 16, 2020 be approved as presented. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARING

- Hear appeal of nuisance violation at 1020 E. 12th Ave. Mayor Jarvis opened a public hearing to hear an appeal of a nuisance violation at 1020 E. 12th Ave. With no one present to speak, the Mayor closed the public hearing.

- Conclusion of Community Development Block Grant #19-IT_002, Walnut River water line replacement. Mayor Jarvis opened a performance public hearing to disclose the project and costs involved and to see if there are any public questions/comments. This project was an emergency replacement of a City water line crossing Walnut River. The total project cost was \$137,510.32. The CDBG grant paid \$121,510.32, the City matched funds of \$16,000 plus \$1,000 for Environmental Review. Project passed final inspection, and finished construction 4/16/20. Final state monitoring was held on 6/24/20 and no deficiencies were found. With no one present to speak, the Mayor closed the public hearing. Commissioner Thompson moved to approve the Grant Close-Out Transmittal Form. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 2042 – An Ordinance – Amending Chapter 74, Article IV of the Revised Ordinances of the City of Winfield, Kansas relating to the operation of vehicles on city property by the amendment of Section 74-114. Director of Public Improvements Steward explains that this Ordinance would allow golf carts on public streets in areas around the Hospital. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2042 was adopted and numbered Ordinance No. 4130.

Bill No. 2043 – An Ordinance – Providing for the registration of mobile food vendors within the City of Winfield, Kansas by amending Chapters 66, 34 and 22 of the Winfield Municipal Code. City Manager Wall explains that this Ordinance would transition mobile food vendors out of Peddlers and into a separate category in the City of Winfield Code. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2043 was adopted and numbered Ordinance No. 4131.

Bill No. 2044 – 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. Assistant to the City Manager Mangus explains this is an extension of a long-standing agreement with Aging Projects, Inc. This agreement would be for three years beginning October 2020 through December 2023 with an option to renew for three (3) one-year periods. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 2044 was adopted and numbered Resolution No. 3520.

Bill No. 2045 – A Resolution – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Arkansas City Area Arts Council Inc.) Assistant to the City Manager Mangus explains that the Arkansas City Area Arts Council, Inc, requests the use of the Island Park Performance Stage for the Casey Donahew concert, 7:00 pm to 11:30 pm, on July 31, 2020. The application requests the sale, possession, and consumption of alcohol or cereal malt beverage during the event. Arkansas City Area Arts Council Inc. is a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division, and the City of Winfield, thus a separate Temporary Alcohol Permit is not required. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2045 was adopted and numbered Resolution No. 3620.

OTHER BUSINESS

-Motion to set a hearing to consider the proposed 2021 Annual Budget. Commissioner Thompson moved to set a public hearing on August 3, 2021 at 5:30 p.m. to consider the proposed 2021 Annual Budget for the City of Winfield. Commissioner Hutto seconded the motion. 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 5:42 p.m.

Signed and sealed this 30th day of July 2020. Signed and approved this 3rd day of August 2020.

Brenda Peters, City Clerk

Phillip R. Jarvis, Mayor

(First published in the Cowley County Courier Traveler, Friday August 7, 2020)

BILL NO. 2046

ORDINANCE NO. 3720

AN ORDINANCE

VACATING Fuller Street, from the south right-of-way of East 8th Ave. to the north right-of-way of East 9th Ave., also described as the west line of Block 188 of Townsite, Winfield, Kansas.

WHEREAS, on June 9, 2020, City of Winfield did file in written form, a request for the vacation of a portion of right-of-way herein after described; and,

WHEREAS, pursuant to K.S.A Supp. 12-504 et. Seq., due and proper notice by publication was given for a public hearing; and,

WHEREAS, said hearing was held on July 13, 2020 by the Planning Commission; and,

WHEREAS, after due consideration, the Planning Commission recommended approval of the vacation of a portion of right-of-way

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

Section 1. The Governing Body of the City of Winfield, Kansas after due and proper consideration of said request to vacate the portion of Fuller Street described as follows:

Fuller Street, from the south right-of-way of East 8th Ave. to the north right-of-way of East 9th Ave., also described as the west line of Block 188 of Townsite, Winfield, Kansas.

Finding that no private rights will be injured or endangered by such vacation; that the public will suffer no loss or inconvenience thereby; and therefore said request shall be granted.

Section 2. The Clerk of the City of Winfield is hereby authorized and directed to file said Ordinance with Ordinance with the Register of Deeds of Cowley County, Kansas.

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

ADOPTED this 3rd day of August 2020.

(SEAL)

Phillip R. Jarvis, Mayor

ATTEST:

Brenda Peters, City Clerk

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

Approved for Commission action: _____
Taggart Wall, City Manager/ps



Request for Commission Action

Date: 7/28/2020

Requestor: Patrick Steward, Director of Public Improvements

Action Requested:

Consider the vacation of Fuller St. from 8th to 9th Ave.

Analysis:

As part of the public safety project and as previously discussed, this ordinance considers the vacation of Fuller St. adjacent to the existing Fire Station. This vacation will allow for the expansion of the Fire Station Bays to the East and for the connection to the shared spaces and future police department which is to be constructed on the vacate lot to the East. The planning commission held a public hearing with no public providing comment. After the hearing, the planning commission voted to recommend approval of the vacation.

If the vacation is approved, one half of the north portion of the block will revert to the County. We have already had discussions with the County administrator regarding a quit claim deed in order for the property to be transferred to the City for use.

Fiscal Impact:

None.

Attachments: Ordinance

AMENDED AGREEMENT

THIS AMENDED AGREEMENT entered into on _____, 2020 by and between the City of Winfield, KS. hereinafter called the "City" and Foster Design Associates, LLC, of Wichita, KS. hereinafter called the "Consultant".

WITNESSETH THAT:

WHEREAS, the City desires to amend Item 3 Time of Performance of its present Agreement with the Consultant dated June 3, 2019 and thereby continue to engage the Consultant to render certain services to supplement the work of the City's staff in providing various planning services on an assignment basis to the City Planning Commission related to preparation of a new Comprehensive Development Plan, and Master Plan for Parks, Trails and Recreation.

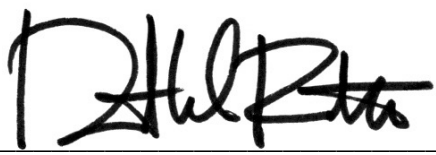
WHEREAS, the Consultant is ready and willing to provide such services for the City as called for in the present Agreement and hereafter in the Amended Agreement.

NOW, THEREFORE, the parties hereto do mutually agree to continue the provisions of the present Agreement, however, the following amendment is to be incorporated into the present Agreement:

- 3. **Time of Performance** is amended to extend the date of this Agreement through November 30, 2020.

IN WITNESS WHEREOF the City and the Consultant have executed this Agreement as of the date first above written.

FOSTER DESIGN ASSOCIATES, LLC

By 
David W. Foster, ASLA, President

CITY OF WINFIELD, KANSAS

By _____ Approved as to form: _____
Ronald E. Hutto, Mayor William E. Muret, City Attorney

ATTEST:

By _____ Approved for Commission Action: _____
Brenda Peters, City Clerk Taggart Wall, City Manager

DRAFT

**Agreement, between City of Winfield and Walnut Valley Association
June 17, 2020**

Due to concerns related to COVID-19, Walnut Valley Association has postponed its 49th Walnut Valley Festival until September 2021. Section 19 of the present contract (Bill 1298; Resolution 7012), active until 2032, provides for such an eventuality, releasing the city from any obligation to provide alternate facilities in the event of a “cause beyond the control of either party” forcing the cancellation of Walnut Valley Festival, but also releasing the Promotor from any obligation to pay any rentals to the city.

Walnut Valley Association releases the city from any obligation to keep all or part of the Winfield Fairgrounds free for exclusive WVA use in September 2020. City of Winfield releases Walnut Valley Association from its obligation to pay rentals to City for the time period covered under the Agreement as well as in current letters to the City regarding holding the event in 2020.

Walnut Valley Association will prepare a new letter indicating the requested days of use in 2021. The City will apply the \$1000 deposit, already paid by WVA, to the 49th Walnut Valley Festival in 2021.

Taggart Wall
City Manager
City of Winfield

Date

Bart Redford
Executive Director
Walnut Valley Association

Date

A RESOLUTION

AUTHORIZING and directing the City Manager of the City of Winfield, to execute a Fairgrounds Special Event Agreement between the City of Winfield, Kansas, and Walnut Valley Association, regarding lease of the Winfield Fairgrounds.

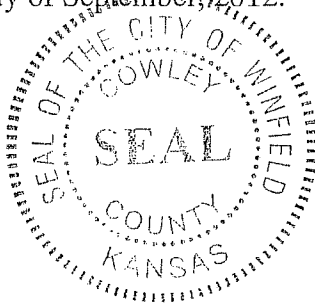
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a Fairgrounds Special Event Agreement between the City of Winfield, Kansas, and Walnut Valley Association, Winfield, Kansas; 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 4th day of September, 2012.

(SEAL)



G. Thomas McNeish
G. Thomas McNeish, Mayor

ATTEST:

Brenda Peters
Brenda Peters, City Clerk

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

Approved for Commission action: Warren Porter
Warren Porter, City Manager

FAIRGROUNDS SPECIAL EVENT AGREEMENT

This Fairgrounds Special Event Agreement made and entered into this 6th day of August, 2012, by and between the City of Winfield, Kansas, hereinafter referred to as "CITY," and Walnut Valley Association, hereinafter referred to as "PROMOTER".

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments set forth herein, the parties agree as follows:

1. CITY hereby leases to PROMOTER, for the sole purpose of producing the Walnut Valley Festival, the following described premises:

That portion of the Winfield Fairgrounds bound on the west by the Walnut River, on the south by the Walnut River, on the east by the levee, and the north by Walnut River.

It is understood and agreed that this lease is specifically limited to the above-described premises. It is understood and agreed that this lease **DOES NOT** include the West 14th Street Power Plant, Horse barn, and 4-H Building. CITY shall have ingress and egress at all times to the Power Plant and other buildings where materials and equipment may be stored. It is further agreed, for spectator and participant safety, signage and barricades, as approved by the City Manager or his designee shall be erected on all roadways intersecting the above-described premises.

2. It is understood and agreed that the term of this agreement shall cover annual Walnut Valley Festival events through 2032. PROMOTER shall have its choice of any consecutive fifteen (15) day period in September of each year of this agreement. PROMOTER shall notify CITY of the dates so selected on or before January 15 of each year.

3. PROMOTER may request in writing access to specific buildings or areas in/on the Winfield Fairgrounds for up to an additional 14 days prior to and/or after those identified in Paragraph 2. Permission could be contingent upon prior lease agreements with other parties.

4. CITY agrees that, during the term of this agreement, it will not lease to any person, firm, corporation, organization or entity the area identified in Paragraph 1 for the purpose of producing a similar Bluegrass or Folk open air music event .

5. All PROMOTER scheduled stage activities shall be completed by 1:00 a.m.

6. PROMOTER shall deposit with CITY a non-refundable fee of \$1,000 paid by cash or business check payable to "City of Winfield" on or before January 15 of each year identified in Paragraph 2. The deposit shall be applied in full against the payment due hereunder.

7. PROMOTER agrees to pay to CITY, as rental, five percent (5%) of gross receipts (admission fees collected individually or collectively for spectator charged activities) which includes advance

sales, daily sales and weekend sales, less applicable federal, state, and local sales taxes. PROMOTER shall provide CITY with an accurate accounting of said admission fee receipts from each event and shall pay to CITY by cash or business check payable to "City of Winfield" the monies owing to it as set forth herein not later than thirty (30) days following the last day of each event.

8. Within 30 days of the completion of each event, CITY and PROMOTER shall review obligations, performance, and time constraints featured in the terms and conditions of this agreement and consider expectations for future events. Any amendment to or renegotiations for extension or renewal of this agreement shall be agreed upon by the Parties in writing. If PROMOTER determines it **will not** produce an event or require the use of the grounds identified in Paragraph 1, during any or all of the contracted dates identified in Paragraph 2, PROMOTER will notify CITY within 120 days after said review. In the event such notification is received by CITY more than 120 days after said review, PROMOTER shall pay to CITY a fee of \$1,000.

9. A breach of this agreement can occur if PROMOTER does not fulfill one or more of the terms and conditions. CITY reserves the right to terminate this agreement, with notice. CITY will notify PROMOTER within 120 days of said event review, Paragraph 8. In the event such notification is received by PROMOTER more than 120 days after said review, CITY shall refund, or, as the case may be, release PROMOTER from liability for payment provided in Paragraph 6.

10. CITY shall assume responsibility for the payment of any City-owned utilities consumed during the events outlined in Section 2. PROMOTER agrees that any alteration or temporary extensions to CITY utilities be coordinated through CITY. PROMOTER shall assume responsibility for portable restrooms, all restroom supplies and cleanliness during terms of this agreement. PROMOTER shall be responsible for any damage or litter. Any decorations, garbage and trash shall be deposited in outside trash barrels. PROMOTER shall dispose of any excess trash. PROMOTER shall be responsible for any damage or litter. PROMOTER agrees that all materials pertinent to the event which are not the property of CITY will be removed before the termination date outlined in Paragraph 2. If said premises are not so cleaned and property removed, CITY shall cause the premises to be cleaned and property removed or stored. PROMOTER shall pay all reasonable and standard costs thereof.

11. **No open burning** is permitted except for grills or campfires, within metal fire rings no larger than 3 feet in diameter, as approved by CITY.

12. It is anticipated that during those periods, identified in Paragraph 2, a portion of the leased premises will be utilized for camping purposes. It is understood and agreed that any such use shall be under the control of PROMOTER, and that PROMOTER agrees to charge and collect from users of any camping area with electrical hookups a fee as established by City Ordinance on January 15 of each year of this agreement. Camping fees paid to CITY are not to be included in rental calculation, per paragraph 7. The parties agree to establish policy regarding camping for pre-Walnut Valley Festival activities at the Winfield Fairgrounds.

13. CITY, its officers and agents shall have free access to the premises for the purposes that they may deem necessary. PROMOTER shall have the right to close the premises at any time they may deem necessary and to further establish rules of conduct and discipline necessary to maintain a well ordered event. Those individuals or groups not wishing to follow those rules set by PROMOTER for proper conduct may be, at PROMOTER direction, removed from the premises or dealt with as PROMOTER deems necessary.

14. PROMOTER agrees that local law enforcement (Winfield Police Department, Cowley County Sheriff, and KS Highway Patrol) will be made a part of logistical planning when it pertains to use of public traffic ways as part of PROMOTER activities. Winfield Police Department will not be restricted in patrol operations of the Fairgrounds area during the lease period. If any private police or night watch services are desired by PROMOTER, PROMOTER will be responsible for all additional costs associated with the provision of such services, and PROMOTER further agrees that the company and/or individuals providing the additional police or night watch service will be approved by the Winfield Police Department. It is specifically understood and agreed that said approval will not render CITY liable in any way for the actions of said persons nor make them employees of CITY. PROMOTER shall indemnify and hold CITY harmless from any loss or damages to CITY occurring as the result of the acts of said private police or night watch services. When it is essential for public safety, in the opinion of the Winfield Police Chief, officers of the Winfield Police Department will be assigned to duty on-site at any time during this agreement and remain on duty subject to the Chief's orders. PROMOTER is responsible for costs associated with such call to duty.

15. Winfield Fire Department will not be restricted in patrol operations of the Fairground area during the term of this agreement. When it is essential for public safety, in the opinion of the Winfield Fire Chief, firefighters of the Winfield Fire Department will be assigned to duty on-site at any time during this agreement and remain on duty subject to the Chief's orders. Duty orders will include, but not be limited to: maintenance of fire lanes, campfire inspection, fire extinguisher location and workability, and extinguishment of fires that may occur. PROMOTER is responsible for costs associated with such call to duty.

16. PROMOTER agrees to pay to CITY \$10,000 per Walnut Valley Festival event held 2013-2015 for Winfield Police and Fire services. Police and Fire fees are not to be included in rental calculation, per Paragraph 7. Fees for said Police and Fire services will be evaluated every 3 years for the term of this agreement. Any increase in such fee shall be limited to 10% of the prior year's fee. Written notice of any change in fees shall be given by CITY to PROMOTER by January 1 of the effected year.

17. PROMOTER shall not sublet nor assign this agreement without the written consent of CITY. PROMOTER therein is an independent contractor and not the agent, partner, joint venturer, or employee of CITY.

18. It is expressly understood and agreed that PROMOTER shall save and hold CITY harmless from any and all loss sustained by PROMOTER on account of any suit, judgment, execution,

claim, losses or damage of any kind whatsoever, resulting from the use of said premises as provided herein, and PROMOTER shall cause to be defended at its own expense all actions that may be commenced against the CITY by reason of said event, save and except those losses occurring at the event which are caused solely by the acts or omissions of CITY or its employees.

A Certificate of Insurance shall be filed by PROMOTER with the City Manager's Office not less than fourteen (14) calendar days in advance of event. PROMOTER shall procure and maintain during the term of this agreement, Commercial General Liability Insurance in an amount not less than \$500,000 each occurrence extending to and including, and not be limited to (if applicable), spectators, carnivals, mechanical amusement devices, racing events, animals, and cereal malt beverage/liquor liability, \$500,000 personal and/or advertising injury limit, \$1,000,000 products completed operations aggregate and \$1,000,000 general aggregate, include CITY named as additional insured; and Worker's Compensation (if required) per Kansas statutory limits; said insurance to be carried with an insurance company with a recognized national rating acceptable to CITY, licensed to do business in the state of Kansas. All policies of insurance shall provide at least thirty (30) days prior written notice of cancellation or any changes of insurers to CITY. The City shall maintain their right to the extent permitted by law to have and assert all its defenses and immunities as provided in the Kansas Tort Claims Act. The insurance minimum limits outlined above do not infer or place a limit of liability of PROMOTER nor has the City assessed the risk that may be applicable to PROMOTER. PROMOTER's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by PROMOTER. Insurance limits may be reviewed as necessary to comply with Local, State, or Federal requirements.

19. If all or part of the above-described premises are destroyed or rendered uninhabitable, or if the events are cancelled due to weather or any other cause beyond the control of the parties hereto, CITY shall have no obligation to provide alternate space for the holding of said event, and PROMOTER shall have no obligation to pay any rentals to CITY. CITY shall retain the right to cause the interruption of any performance or activity in the interest of public safety. If, for any reason, an unforeseen event occurs which renders impossible the fulfillment of any term of this agreement, PROMOTER shall have no right to nor claim for damages against CITY.

20. CITY agrees that advertising or other material may be placed, posted, or distributed in or about said premises or announced or publicized over any loud speaker system or other media without having obtained advanced permission of CITY. PROMOTER agrees that all advertising identify the event site as "the Winfield Fairgrounds". PROMOTER may not use the City of Winfield name to suggest co-sponsorship or endorsement of the activity without advanced written approval.

21. All concessions catering and concession or catering rights are reserved to PROMOTER. Its concessionaires will have the privilege of canvassing, selling, delivering, servicing, and otherwise hawking wares, novelties, merchandise, foodstuff and beverages. The Revised Ordinances of the City of Winfield shall govern the sale or consumption of Cereal Malt Beverage or Alcoholic Liquor on CITY property, however, PROMOTER may further restrict or prohibit said sales or consumption.

22. All service staff, such as, but not limited to, security officers, ticket sellers, ticket takers, ushers, gate guards, bands, sound technicians, stage hands, and electricians to be used on the occasion herein mentioned, shall be contracted by PROMOTER and PROMOTER shall assume responsibility for their compensation, benefits, protections or privileges provided by the law, and their conduct and its consequences. PROMOTER agrees that prior to performing such tasks; all tradesmen are licensed according to CITY regulation.

23. Erection of special platforms, booths scaffolding, rigging, and other apparatus is the responsibility of PROMOTER. In order to ensure the safety of the public, CITY reserves the right to reject any of the above-mentioned items. PROMOTER will then take the necessary action required to ensure the safety of the performers and the public.

24. PROMOTER shall procure at its own cost and expense all licenses, permits, and copyright costs necessary for carrying out the operation of the event. PROMOTER or its contractors shall display in full view of the public all said licenses and permits.

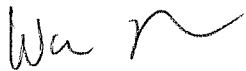
25. CITY agrees to permit the use of motorized golf carts and/or utility carts on Winfield Fairgrounds property during the term of this agreement. Standard Traffic Ordinances and Winfield City Code will be enforced and proper operation of said carts shall be the responsibility of the operator. PROMOTER shall place signage throughout Fairgrounds property alerting the driving public of slow moving vehicles. Such signage and placement shall be approved by the Winfield Police Department.

26. PROMOTER shall at all times comply with and be subject to all ordinances, laws, rules and regulations of the City of Winfield, State of Kansas, and the United States government.

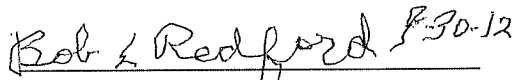
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

THE CITY OF WINFIELD, KANSAS

WALNUT VALLEY ASSOCIATION, INC.



Warren Porter, City Manager



Bob L. Redford, President
918 Main
Winfield, KS 67156
620.221.3250