

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Tuesday, February 21, 2023
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Gregory N. Thompson
ROLL CALL.....City Clerk Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, February 06, 2023

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2305 – A Resolution – Revoking the previous designation of condemnation of real estate. (1112 E 6th Ave)

Bill No. 2306 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with D & T's Hauling & Excavating for the demolition and removal of the structure(s), SHED/GARAGE, on a tract of land legally described as; S22, T32, R04, PT SW1/4 BEG E132 FROM SW COR, E72, N330, W72, S330 EXC S180 LES S ROW, to Winfield, Kansas. Commonly known as 907 Lynn.

Bill No. 2307 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with Lawrence Crushed Stone for the demolition and removal of the structure(s), House, on a tract of land legally described as; WINFIELD, TOWNSITE OF, BLOCK 86, Lot 1, to Winfield, Kansas. Commonly known as 603 Manning.

Bill No. 2308 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with D&T's Hauling & Excavating for the demolition and removal of the structure(s), SHED/GARAGE, on a tract of land legally described as; TORRANCE ADD, S 50 LT 16., to Winfield, Kansas. Commonly known as 1321 John St.

Bill No. 2309 – A Resolution – Authorizing and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with D&T's Hauling & Excavating for the demolition and removal of the structure(s), House, on a tract of land legally described as; HIGHLAND PARK, BLOCK 7, W100 LTS 10-12 to Winfield, Kansas. Commonly known as 434 Massachusetts.

Bill No. 2310 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 23-TI922 for asphalt street improvements between the City of Winfield, Kansas and Conspec, Inc. DBA Kansas Paving.

Bill No. 2311 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for 2023 Microsurfacing for Microseal street improvements between the City of Winfield, Kansas and Vance Brothers, Inc., Kansas City, Mo.

OTHER BUSINESS

-Executive Session pursuant to the preliminary discussion on the acquisition of property exception.

ADJOURNMENT

-Next regular work session 4:00 p.m. Thursday March 2, 2023.

-Next regular meeting 5:30 p.m. Monday, March 06, 2023.

CITY COMMISSION MEETING MINUTES

February 6, 2023

The Board of City Commissioners met in regular session, Monday, February 06, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Brenda K. Butters and Ronald E. Hutto were also present. Also in attendance were, Taggart Wall, City Manager; Tania Richardson, City Clerk and William E. Muret, City Attorney. Other staff members present were Gus Collins, Director of Utilities; and Patrick Steward, Director of Public Improvements.

Mayor Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the January 17, 2023 meeting be approved, with the addition of the address 818 Main St to Bill No. 2301 description. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

BUSINESS FROM THE FLOOR

-Christy Irwin, 306 W 9th Ave, appeared before the Commission to issue a complaint on noise at 803 Menor and 807 Menor. She also explained that she had spoken with the landlord.

NEW BUSINESS

Bill No. 2303 – A Resolution – Authorizing and directing the City Manager to execute a pasture lease agreement with Brian Thiel, regarding property at the Winfield City Lake. Director of Public Improvements Steward explains this is a three-year lease with an option for another three years. The lease amount is \$21 per acre for a total of \$525 per year. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2303 was adopted and numbered Resolution No. 0323.

Bill No. 2304 – A Resolution – Authorizing and directing the City Manager to execute an agreement with Professional Engineering Consultants, Wichita, KS, for a Master Water Plan, regarding a study and modeling of the water distribution system. Director of Utilities Collins explains this Resolution will authorize the City to retain an engineering firm to conduct a water distribution system study. Collins also states that three engineering firms submitted proposals, and staff recommends retaining PEC for completion of the water distribution analysis. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 2304 was adopted and numbered Resolution No. 0423.

OTHER BUSINESS

- Consider the acquisition of an Air Compressor for the Power Plant. Director of Utilities Collins explains staff recommends accepting the bid from Ingersoll Rand in the amount of \$85,475, which includes the compressor and installation. Commissioner Hutto moved to accept the bid from Ingersoll Rand. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 5:40 p.m.

Signed and sealed this 17th day of February 2023.

Signed and approved this 21st day of February 2023.

Tania Richardson, City Clerk

Gregory N. Thompson, Mayor



Request for Commission Action

Date: February 15, 2023

Requestor: Patrick Steward, Dir. Of Public Improvements / City Engineer

Action Requested: Revoking condemnation of 1112 E 6th Ave.

Analysis:

This property originally went through condemnation proceedings as a result of a fire in 2021. The structures were removed through commission action with a portion of the costs paid from insurance proceeds received from the owner's policy. There was, however, a balance due along with additional mowing fees outstanding on the property. The City was contacted by an Attorney for Flagstar Bank, FSB who had foreclosed on the property and are in the process of conveying to the Department of Veteran's Affairs. In order to convey the property, the aforementioned condemnation would need to be revoked in order to provide clear title.

Fiscal Impact: Staff has verified the outstanding balance of abatement costs has been paid through the county's assessed fee's on the property's current taxes. Therefore, the City would recover incurred costs.

Attachments: Proposed Resolution

A RESOLUTION

REVOKING the previous designation of condemnation of real estate.

WHEREAS, the Governing Body, by Bill No. 21115, Resolution No. 10021, condemned a house as unsafe and dangerous, said house being located at 1112 E. 6th Ave., and legally described as: East 7.5 feet of Lot 9 & All Lot 10, Block 5, Grandview Addition to Winfield, Cowley County, Kansas, commonly known as 1112 E 6th. Recorded in Book 1041 page 192, in the Office of the Register of Deeds of Cowley County, Kansas; and

WHEREAS, the dangerous structures have been removed and the costs of said removal have been paid in full through the payment of the current taxes to which costs were assessed;

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

Section 1. The Governing Body, due to the removal of the dangerous structures which were the cause for the condemnation actions, hereby revokes the designation as a condemned structure as set out in Bill No. 21115, Resolution No. 10021, recorded in Book 1039, Page 842-843, in the Office of the Register of Deeds, associated with the property described as:

East 7.5 feet of Lot 9 & All Lot 10, Block 5, Grandview Addition to Winfield,
Cowley County, Kansas, commonly known as 1112 E 6th.

Section 2. This resolution shall be in full force from and after its passage and approval.

ADOPTED this 21st day of February, 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with **D & T's Hauling & Excavating** for the demolition and removal of the structure(s), *SHED/GARAGE, on a tract of land legally described as: S22, T32, R04, PT SW1/4 BEG E132 FROM SW COR, E72, N330, W72, S330 EXC S180 LESS ROW, to Winfield, Kansas. Commonly known as 907 Lynn.*

WHEREAS, 6th day of August, 2022, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, **Bill No. 2277, Resolution No. 6422**; and,

WHEREAS, said SHED/GARAGE structure(s) and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **D & T's Hauling & Excavating**, gave the most prudent quote of \$5,200.00 for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with, **D & T's Hauling & Excavating** for the demolition and removal of the structure(s), *SHED/GARAGE, on a tract of land legally described as: S22, T32, R04, PT SW1/4 BEG E132 FROM SW COR, E72, N330, W72, S330 EXC S180 LESS ROW, to Winfield, Kansas. Commonly known as 907 Lynn. Recorded in Book 830 page 693, in the Office of the Register of Deeds of Cowley County, Kansas.* A copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 21st day of February, 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

(First published in Cowley Courier Traveler on Saturday, August 6, 2022)

BILL NO. 2277

RESOLUTION NO. 6422

A RESOLUTION

SETTING forth findings that the structure(s), ***SHED/GARAGE***, located on a tract of land legally described as follows: ***S22, T32, R04, PT SW1/4 BEG E132 FROM SW COR, E72, N330, W72, S330 EXC S180 LES S ROW, to Winfield, Kansas. Commonly known as 907 Lynn. Recorded in Book 830 page 693, in the Office of the Register of Deeds of Cowley County, Kansas,*** is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days.

WHEREAS, the Governing Body, by Resolution No. 4722 scheduled a hearing for August 1, 2022, at 5:30 p.m. to hear evidence to determine if the structure(s), ***SHED/GARAGE***, hereinafter described is unsafe and/or dangerous; and,

WHEREAS, on August 1, 2022, the Governing Body heard all the evidence submitted.

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

Section 1. The Governing Body hereby finds that the structure(s), ***SHED/GARAGE***, located on a tract of land legally described as: ***S22, T32, R04, PT SW1/4 BEG E132 FROM SW COR, E72,N330,W72,S330 EXC S180 LES S ROW, to Winfield, Kansas. Commonly known as 907 Lynn. Recorded in Book 830 page 693, in the Office of the Register of Deeds of Cowley County, Kansas,*** is unsafe and dangerous and hereby directs the owner to remove or repair said structure(s) and make the premises safe and secure. The owner has thirty (30) days from the date of publication of this resolution or building permit date, whichever comes first, to complete repair work, bring the structure(s) into code compliance and make said structure(s) safe and habitable. Compliance must meet city standards and expectations. The owner must have the structure(s) inspected by the city inspector and obtain a Certificate of Occupancy from the Inspection Department before said structure(s) are deemed safe, habitable and ready for occupancy. Regardless of the expenditures and/or progress on the structure(s), if the owner fails to complete the repair within the time frame specified or fails to diligently prosecute the same until the work is completed, then at its discretion said Governing body will cause the structure(s) to be razed and removed or extend the time period. The cost of razing and removal, less salvage, if any, shall be assessed as a special assessment against the parcel of land upon which the structure(s) are located.

Section 2. Within thirty (30) days of publication, the owner shall provide to the Building Official a detailed written plan for rehabilitation or removal of the structure(s) complete with estimated costs and completion date. Failure to provide said plan within the designated time shall constitute waiving of the established time for repair established in Section 1.

Section 3. The City Clerk shall cause said findings to be filed with the Register of Deeds of Cowley County, Kansas.

Section 4. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 1st day of August 2022.

(SEAL)

Ronald E. Hutto, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

**CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK**

THIS AGREEMENT, entered into this 21st day of February, 2023 by and between

D & T's Hauling & Excavating, hereinafter called the "**CONTRACTOR**" and the City of Winfield, Kansas, hereinafter called the "**CITY**" for the demolition, removal and disposal of the structure(s), House located at **907 Lynn**, in Winfield, Cowley County, Kansas

WITNESSETH, that the **CONTRACTOR** and the **CITY**, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work**. The **CONTRACTOR** shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work**. The **CONTRACTOR** shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work**. Authorized representatives of the **CITY** shall have the right to examine and inspect all work included in this agreement and shall inform the **CONTRACTOR** of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The **CITY** will pay the **CONTRACTOR** for performance in full of this Agreement, the total sum of **\$5,200.00 five thousand two hundred dollars** payable in one payment upon satisfactory completion of all work and upon final inspection by the **CITY**. The **CITY** shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the **CONTRACTOR** is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under

this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$5000 performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein,** constitute the entire Agreement between the parties hereto. Any prior oral or written

Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor Signature: _____

By (Printed Name) : _____

Title: _____

Address: _____

Telephone: _____

Taggart Wall, City Manager / *sm*

Attachments:

1. Department of Administration DA-146 - Contractual Provisions Attachment

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with **Lawrence Crushed Stone** for the demolition and removal of the structure(s), *House, on a tract of land legally described as; WINFIELD, TOWNSITE OF, BLOCK 86, Lot 1, to Winfield, Kansas. Commonly known as 603 Manning.*

WHEREAS, 6th day of August, 2022, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, **Bill No. 2279, Resolution No. 6622**; and,

WHEREAS, said House structure(s) and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **Lawrence Crushed Stone**, gave the most prudent quote of \$7,950.00 for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with, **Lawrence Crushed Stone** for the demolition and removal of the structure(s), *House, on a tract of land legally described as; WINFIELD, TOWNSITE OF, BLOCK 86, Lot 1, to Winfield, Kansas. Commonly known as 603 Manning. Recorded in Book 1081 page 794, in the Office of the Register of Deeds of Cowley County, Kansas.* A copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 21st day of February, 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

(First published in Cowley Courier Traveler on Saturday, August 6, 2022)

BILL NO. 2279

RESOLUTION NO. 6622

A RESOLUTION

SETTING forth findings that the structure(s), *HOUSE*, located on a tract of land legally described as follows: *WINFIELD, TOWNSITE OF, BLOCK 86, Lot 1, to Winfield, Kansas. Commonly known as 603 Manning. Recorded in Book 1081 page 794, in the Office of the Register of Deeds of Cowley County, Kansas*, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days.

WHEREAS, the Governing Body, by Resolution No. 4922 scheduled a hearing for August 1, 2022, at 5:30 p.m. to hear evidence to determine if the structure(s), *HOUSE*, hereinafter described is unsafe and/or dangerous; and,

WHEREAS, on August 1, 2022, the Governing Body heard all the evidence submitted.

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

Section 1. The Governing Body hereby finds that the structure(s), *HOUSE*, located on a tract of land legally described as: *WINFIELD, TOWNSITE OF, BLOCK 86, Lot 1, to Winfield, Kansas. Commonly known as 603 Manning. Recorded in Book 1081 page 794, in the Office of the Register of Deeds of Cowley County, Kansas*, is unsafe and dangerous and hereby directs the owner to remove or repair said structure(s) and make the premises safe and secure. The owner has thirty (30) days from the date of publication of this resolution or building permit date, whichever comes first, to complete repair work, bring the structure(s) into code compliance and make said structure(s) safe and habitable. Compliance must meet city standards and expectations. The owner must have the structure(s) inspected by the city inspector and obtain a Certificate of Occupancy from the Inspection Department before said structure(s) are deemed safe, habitable and ready for occupancy. Regardless of the expenditures and/or progress on the structure(s), if the owner fails to complete the repair within the time frame specified or fails to diligently prosecute the same until the work is completed, then at its discretion said Governing body will cause the structure(s) to be razed and removed or extend the time period. The cost of razing and removal, less salvage, if any, shall be assessed as a special assessment against the parcel of land upon which the structure(s) are located.

Section 2. Within thirty (30) days of publication, the owner shall provide to the Building Official a detailed written plan for rehabilitation or removal of the structure(s) complete with estimated costs and completion date. Failure to provide said plan within the designated time shall constitute waiving of the established time for repair established in Section 1.

Cowley County, KS
Register of Deeds
Toni A. Long

Book: 1106 Page: 268-269

Receipt #: 75614
Pages Recorded: 2

Total Fees: No Charge

Date Recorded: 8/3/2022 10:35:52 AM



Direct _____
Index _____
Compared _____

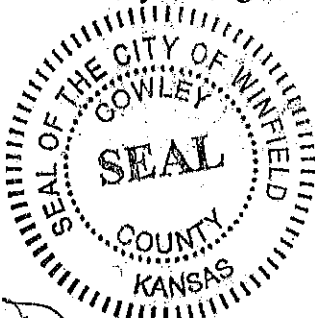
City of Winfield, KS

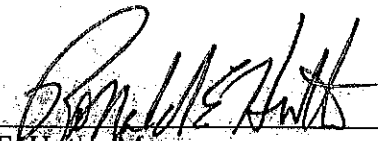
Section 3. The City Clerk shall cause said findings to be filed with the Register of Deeds of Cowley County, Kansas.

Section 4. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 1st day of August 2022.


(SEAL)





Ronald E. Hutto, Mayor

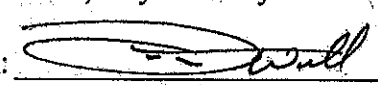
ATTEST:



Brenda Peters, City Clerk

Approved as to form: 

William E. Muret, City Attorney

Approved for Commission action: 

Taggart Wall, City Manager / JW

**CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK**

THIS AGREEMENT, entered into this 21st day of February, 2023 by and between

Lawrence Crushed Stone, hereinafter called the "**CONTRACTOR**" and the City of Winfield, Kansas, hereinafter called the "**CITY**" for the demolition, removal and disposal of the structure(s), House located at **603 Manning St** in Winfield, Cowley County, Kansas

WITNESSETH, that the **CONTRACTOR** and the **CITY**, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work.** The **CONTRACTOR** shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work.** The **CONTRACTOR** shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work.** Authorized representatives of the **CITY** shall have the right to examine and inspect all work included in this agreement and shall inform the **CONTRACTOR** of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The **CITY** will pay the **CONTRACTOR** for performance in full of this Agreement, the total sum of **\$7950 seven thousand nine hundred fifty dollars** payable in one payment upon satisfactory completion of all work and upon final inspection by the **CITY**. The **CITY** shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the **CONTRACTOR** is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under

this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$5000 performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein,** constitute the entire Agreement between the parties hereto. Any prior oral or written

Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor Signature: _____

By (Printed Name) : _____

Title: _____

Address: _____

Telephone: _____

Taggart Wall, City Manager / *sm*

Attachments:

1. Department of Administration DA-146 - Contractual Provisions Attachment

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with **D&T's Hauling & Excavating** for the demolition and removal of the structure(s), *SHED/GARAGE, on a tract of land legally described as; TORRANCE ADD, S 50 LT 16., to Winfield, Kansas. Commonly known as 1321 John St. Recorded in Book 254 page 300, in the Office of the Register of Deeds of Cowley County, Kansas.*

WHEREAS, 19th day of September, 2022, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, **Bill No. 2279, Resolution No. 6622**; and,

WHEREAS, said *SHED/GARAGE* structure(s) and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **D&T's Hauling & Excavating**, gave the most prudent quote of \$2,800.00 for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with, **D&T's Hauling & Excavating** for the demolition and removal of the structure(s), *SHED/GARAGE , on a tract of land legally described as; TORRANCE ADD, S 50 LT 16., to Winfield, Kansas. Commonly known as 1321 John St. Recorded in Book 254 page 300, in the Office of the Register of Deeds of Cowley County, Kansas.* A copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 21st day of February, 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

QUOTE DEMOLITION OF STRUCTURE

Structure(s) (Garage) at
1321 John St

\$ 2800⁰⁰

Total Quote \$ 2800⁰⁰

Total Quote (in words) \$ Two Thousand Eight Hundred & No/100

Contractor: D & T's Hauling & Excavating

Address: 17516 41st Rd - Winfield, KS

Phone No.: 620-221-1905

Note:

Bids will be considered by the City Commission on 2/21/2023 during the regular Winfield City Commission Meeting.

**CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK**

THIS AGREEMENT, entered into this 21st day of February, 2023 by and between

D & T's Hauling & Excavating, hereinafter called the "**CONTRACTOR**" and the City of Winfield, Kansas, hereinafter called the "**CITY**" for the demolition, removal and disposal of the structure(s), House located at **1321 John**, in Winfield, Cowley County, Kansas

WITNESSETH, that the **CONTRACTOR** and the **CITY**, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work**. The **CONTRACTOR** shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work**. The **CONTRACTOR** shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work**. Authorized representatives of the **CITY** shall have the right to examine and inspect all work included in this agreement and shall inform the **CONTRACTOR** of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The **CITY** will pay the **CONTRACTOR** for performance in full of this Agreement, the total sum of **\$2,800.00 two thousand eight hundred dollars** payable in one payment upon satisfactory completion of all work and upon final inspection by the **CITY**. The **CITY** shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the **CONTRACTOR** is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under

this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$5000 performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein,** constitute the entire Agreement between the parties hereto. Any prior oral or written

Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor Signature: _____

By (Printed Name) : _____

Title: _____

Address: _____

Telephone: _____

Taggart Wall, City Manager / *sm*

Attachments:

1. Department of Administration DA-146 - Contractual Provisions Attachment

A RESOLUTION

AUTHORIZING and directing the City Manager and Clerk of the City of Winfield, Kansas, to enter into an agreement with **D&T's Hauling & Excavating** for the demolition and removal of the structure(s), *House, on a tract of land legally described as; **HIGHLAND PARK, BLOCK 7, W100 LTS 10-12 to Winfield, Kansas. Commonly known as 434 Massachusetts.***

WHEREAS, 6th day of August, 2022, after proper notification of the owner and publication in the official city newspaper, a public hearing was held before the Governing Body of the City of Winfield, Kansas, **Bill No. 2278, Resolution No. 6522** and,

WHEREAS, said House structure(s) and improvements were found unfit for human habitation, a blight on the neighborhood; and,

WHEREAS, **D & T's Hauling & Excavating**, gave the most prudent quote of \$5,200.00 for demolition and removal and provided the required insurance documentation listing the City of Winfield, Kansas, as an additional insured.

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

Section 1. The City Manager and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with, **D&T's Hauling & Excavating** for the demolition and removal of the structure(s), *House, on a tract of land legally described as; **HIGHLAND PARK, BLOCK 7, W100 LTS 10-12 to Winfield, Kansas. Commonly known as 434 Massachusetts. Recorded in Book 926 page 0019, in the Office of the Register of Deed of Cowley County, Kansas.*** A copy of which is attached hereto and made a part thereof the same as if fully set forth herein.

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

ADOPTED this 21st day of February, 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

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

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

(First published in Cowley Courier Traveler on Saturday, August 6, 2022)

BILL NO. 2278

RESOLUTION NO. 6522

A RESOLUTION

SETTING forth findings that the structure(s), *HOUSE*, located on a tract of land legally described as follows: *HIGHLAND PARK, BLOCK 7, W100 LTS 10-12, to Winfield, Kansas. Commonly known as 434 Massachusetts. Recorded in Book 926 page 0019, in the Office of the Register of Deeds of Cowley County, Kansas*, is unsafe and/or dangerous and ordering said structure(s) to be repaired or removed in thirty (30) days.

WHEREAS, the Governing Body, by Resolution No. 4822 scheduled a hearing for August 1, 2022, at 5:30 p.m. to hear evidence to determine if the structure(s), *HOUSE*, hereinafter described is unsafe and/or dangerous; and,

WHEREAS, on August 1, 2022, the Governing Body heard all the evidence submitted.

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

Section 1. The Governing Body hereby finds that the structure(s), *HOUSE*, located on a tract of land legally described as: *HIGHLAND PARK, BLOCK 7, W100 LTS 10-12, to Winfield, Kansas. Commonly known as 434 Massachusetts. Recorded in Book 926 page 0019, in the Office of the Register of Deeds of Cowley County, Kansas*, is unsafe and dangerous and hereby directs the owner to remove or repair said structure(s) and make the premises safe and secure. The owner has thirty (30) days from the date of publication of this resolution or building permit date, whichever comes first, to complete repair work, bring the structure(s) into code compliance and make said structure(s) safe and habitable. Compliance must meet city standards and expectations. The owner must have the structure(s) inspected by the city inspector and obtain a Certificate of Occupancy from the Inspection Department before said structure(s) are deemed safe, habitable and ready for occupancy. Regardless of the expenditures and/or progress on the structure(s), if the owner fails to complete the repair within the time frame specified or fails to diligently prosecute the same until the work is completed, then at its discretion said Governing body will cause the structure(s) to be razed and removed or extend the time period. The cost of razing and removal, less salvage, if any, shall be assessed as a special assessment against the parcel of land upon which the structure(s) are located.

Section 2. Within thirty (30) days of publication, the owner shall provide to the Building Official a detailed written plan for rehabilitation or removal of the structure(s) complete with estimated costs and completion date. Failure to provide said plan within the designated time shall constitute waiving of the established time for repair established in Section 1.



Direct _____
Index _____
Compared _____

Cowley County, KS
Register of Deeds
Toni A. Long

Book: 1106 Page: 270-271

Receipt #: 75614
Pages Recorded: 2

Total Fees: No Charge

Date Recorded: 8/3/2022 10:35:53 AM

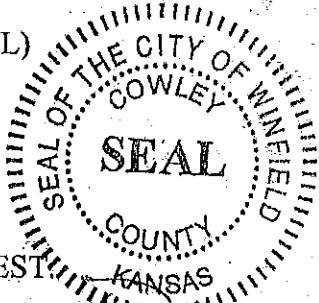
City of Winfield, KS

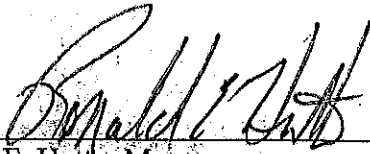
Section 3. The City Clerk shall cause said findings to be filed with the Register of Deeds of Cowley County, Kansas.

Section 4. This resolution shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED this 1st day of August 2022.

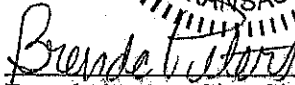
(SEAL)





Ronald E. Hutto, Mayor

ATTEST



Brenda Peters, City Clerk

Approved as to form:



William E. Muret, City Attorney

Approved for Commission action:



Taggart Wall, City Manager / JW

**CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK**

THIS AGREEMENT, entered into this 21st day of February, 2023 by and between

D & T's Hauling & Excavating, hereinafter called the "**CONTRACTOR**" and the City of Winfield, Kansas, hereinafter called the "**CITY**" for the demolition, removal and disposal of the structure(s), House located at **434 Massachusetts** in Winfield, Cowley County, Kansas

WITNESSETH, that the **CONTRACTOR** and the **CITY**, in consideration of the mutual promises and agreements contained herein do hereby agree as follows:

SECTION 1. Work to be Performed:

A. **Statement of Work.** The **CONTRACTOR** shall furnish all supervision, labor, materials, technical personnel, machinery, tools, equipment, fixtures and services, including transportation, and perform and complete all work specified for demolition in the **WORK DESCRIPTION, BID PROPOSAL** and other Contract Documents attached to and made a part hereof, relative to the property listed on the **WORK DESCRIPTION** located in the City of Winfield, Kansas, all in strict accordance with the Contract Documents for demolition prepared in connection herewith.

B. **Coordination of Work.** The **CONTRACTOR** shall be responsible for the proper execution of all work and for the coordination of the operation of all trades, sub-contractors, and suppliers engaged under this Agreement.

C. **Inspection of Work.** Authorized representatives of the **CITY** shall have the right to examine and inspect all work included in this agreement and shall inform the **CONTRACTOR** of any non-compliance with these provisions. Contractors shall notify the Engineering Department at least 24 hours prior to beginning any backfill operations.

SECTION 2. Amount and Terms of Compensation.

The **CITY** will pay the **CONTRACTOR** for performance in full of this Agreement, the total sum of **\$5,200 five thousand two hundred dollars** payable in one payment upon satisfactory completion of all work and upon final inspection by the **CITY**. The **CITY** shall be the sole judge of the satisfactory completion of all work.

SECTION 3. Time of Performance.

Upon execution of the Agreement, the **CONTRACTOR** is required to commence performance immediately following written Notice to Proceed and to diligently and continuously work on the project until all required work is fully and satisfactorily completed. All such work shall be

completed within **fourteen (14) days** after the "Notice to Proceed" is issued, with time being of the essence. If the **CONTRACTOR** fails to commence or complete all required work within said time period, the **CITY**, in addition to any other rights in law or equity, may elect to terminate this Agreement by notifying the **CONTRACTOR** in writing of its intention to do so. In the event that it is necessary for the **CITY** to complete the work with some other **CONTRACTOR** or with its own employees, the **CONTRACTOR** agrees to pay the **CITY** any additional expense as liquidated damages and not as a penalty.

The **CONTRACTOR**, however, shall not be liable for any delays in completion of the work required to be performed under this Agreement if such delay is caused by the actions of federal or state governments; any unreasonable act of the **CITY**; causes not reasonably foreseeable by the parties to this Agreement at the time of its execution which are beyond the control and without fault or negligence of the **CONTRACTOR**. Upon evidence of such excusable delay, the **CONTRACTOR** shall notify the **CITY** in writing, of the excusable delay. If the facts show the delay to be excusable under the terms of this Agreement and within the sole discretion and judgment of the **CITY**, the **CITY** shall extend the time for completion commensurate with the period of excusable delay. In the event the **CITY**, in its sole judgment, finds that the delay is not excusable, the **CONTRACTOR** shall pay to the **CITY** sum of \$200.00 per day as liquidated damages and not as a penalty for each day of unexcusable delay beyond the contract completion date.

SECTION 4. Contractor's Insurance and Bonds

The **CONTRACTOR** agrees to obtain, pay for and maintain the following minimum insurance during the performance of this agreement, with certificates of insurance to be filed with **CITY** prior to work commencing. Insurance shall stipulate coverage for demolition work. Any subcontractors utilized are required to maintain the minimum amounts outlined herein or be covered under the **CONTRACTOR'S** policies.

A. Workers' Compensation Insurance for all employees and employees of subcontractors engaged in work on the premises, in accordance with Kansas Workers' Compensation Laws. Workers' Compensation insurance is to be maintained by the **CONTRACTOR** to protect against all claims applicable under state laws. The policy limits shall not be less than "statutory" for Coverage A, with Employers Liability limits of \$100,000 Bodily Injury by Accident, each accident; \$500,000 Bodily Injury by Disease, policy limit; and \$100,000 Bodily Injury by Disease, each employee.

B. Commercial General Liability Insurance shall have limits of not less than \$500,000 each occurrence, bodily injury and property damage; \$500,000 personal injury; \$500,000 general aggregate and \$500,000 products/completed operations aggregate. **CITY** shall be named as an additional insured on the policy.

C. Property Damage Insurance in an amount not less than \$100,000.00 to protect the **CONTRACTOR**, his subcontractors, the general public and the **CITY** as their interests may appear from claims and judgments for property damage which might arise from operations under

this Agreement.

D. Automobile Liability Insurance The **CONTRACTOR** is to maintain Automobile Liability limits of not less than \$500,000 each accident, combined single limits (bodily injury and property damage) for claims arising out of the ownership or use of any owned, hired or non-owned vehicle.

E. CONTRACTOR is to provide **CITY** with a \$5000 performance bond, where if the **CONTRACTOR** does not fulfill the promises of this contract at the bond Principal, the surety will be obligated to satisfy the **CITY**.

F. Any and all additional insurance and bonds as required by the laws of the State of Kansas. The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from any and all claims, damages, suits, actions and judgments which are suffered by the **CITY** as a result of any act or inaction of the **CONTRACTOR** as set forth in this agreement.

SECTION 5. Equal Employment Opportunity Requirements

The City of Winfield assures that no **CONTRACTOR** shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Every effort will be made to ensure nondiscrimination in all City programs and activities, whether those programs and activities are federally funded or not.

SECTION 6. Subcontracting and Salvage of Materials

The **CONTRACTOR** shall not use any sub-contractor without the prior written approval of the City of Winfield. The name and address of any sub-contractor intended to be used by the **CONTRACTOR** shall be included in the bid documents. Lien releases from all sub-contractors must be submitted to the Inspection Department by the **CONTRACTOR** before final payment is made to said **CONTRACTOR**.

Unless otherwise specified in the bid documents, salvage of any material will be prohibited.

SECTION 7. Scope of Contract

The executed Contract Documents shall consist of the following:

- A. This CONTRACT
- B. The QUOTE PROPOSAL
- C. The TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.

This Contract, together with the documents enumerated above in Section 7, which are incorporated **herein and which are hereby made a part of this Agreement as full as if set forth and repeated herein,** constitute the entire Agreement between the parties hereto. Any prior oral or written

Agreement not embodied herein shall not be binding or inure to the benefit of any of the parties. No work shall be done nor money expended in accordance with any other Agreement unless the same be reduced to writing, subscribed by the parties hereto and approved by the City of Winfield.

This Contract shall be binding on the parties hereto, their successors, executors, administrators, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Contractor Signature: _____

By (Printed Name) : _____

Title: _____

Address: _____

Telephone: _____

Taggart Wall, City Manager / *sm*

Attachments:

1. Department of Administration DA-146 - Contractual Provisions Attachment

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 23-TI922 for asphalt street improvements between the City of Winfield, Kansas and Conspec, Inc. DBA Kansas Paving.

WHEREAS, bids for the street improvements were requested and accepted; and,

WHEREAS, Conspec, Inc. DBA Kansas Paving, Wichita, Kansas, submitted the apparent lowest proposal;

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 a contract for the amount of two hundred thirty two thousand two hundred sixty seven dollars and thirty cents (\$232,267.30) for Project No. 23-TI922, and additional street improvements at the contract prices as determined to be within the budget, for street improvements for various locations, between the City of Winfield and Conspec, Inc. DBA Kansas Paving, Wichita, Kansas, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 21st day of February, 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager/ps

2023 Street projects

Bid openings 2/7/2023

Items	Description	Quantity	APAC		Kansas Paving		Unit Price	Extension	Unit Price
			Unit Price	Extension	Unit Price	Extension			
1	Mobilization	1 LS	\$27,000.00	\$27,000.00	\$11,800.00	\$11,800.00			
2	Traffic Control	1 LS	\$9,500.00	\$9,500.00	\$3,000.00	\$3,000.00			
3	2" Asphalt (BM-2)	15,374 SY	\$11.60	\$178,338.40	\$11.50	\$176,801.00			
4	3" Asphalt (BM-2)								
5	2" Patching								
6	Milling	15,374 SY	\$2.60	\$39,972.40	\$2.45	\$37,666.30			
7	Patching 5" Depth	20 SY	\$50.00	\$1,000.00	\$150.00	\$3,000.00			
				\$255,810.80		\$232,267.30		\$0.00	
8	Alt. 2" Asphalt (SR M	15,374 SY	\$13.10	\$201,399.40	\$14.06	\$216,158.44		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$201,399.40		\$216,158.44		\$0.00	

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for 2023 Microsurfacing for Microseal street improvements between the City of Winfield, Kansas and Vance Brothers, Inc., Kansas City, Mo.

WHEREAS, proposals for the street improvements were requested and accepted; and,

WHEREAS, Vance Brothers, Inc., Kansas City, Mo. submitted an acceptable proposal;

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 a contract for the amount of two hundred nine thousand, four hundred seventy-nine dollars and sixty-three cents (\$209,479.63) for 2023 Microsurfacing for street improvements for various locations, between the City of Winfield and Vance Brothers, Inc., Kansas City, Mo., a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

ADOPTED this 21st day of February 2023.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Tania Richardson, City Clerk

Approved as to form:

William E. Muret, City Attorney

Approved for Commission action:

Taggart Wall, City Manager



PROPOSAL

Submitted To:	Date:
City of Winfield, KS	1/30/2023
Address:	Project Name:
200 E. 9th Ave	2023 Microsurfacing
City, State, Zip:	Project No:
Winfield, KS 67156	
Contact:	Project Location:
Kevin Beckner	Various Streets
Phone:	Email:
(620)218-8396	kbeckner@winfieldks.org

Vance Brothers shall furnish all labor, material, and equipment necessary to complete material installation. All work shall be done in accordance with the Standard Specifications.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Micro Surfacing	51331	SY	\$ 3.45	\$ 177,091.95
2	Micro Crack Seal	3036	LF	\$ 6.88	\$ 20,887.68
3	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
4	Traffic Control	1	LS	\$ 6,500.00	\$ 6,500.00
5					
6					
7					
8					
TOTAL PRICE					\$ 209,479.63

NOTES:

* Excludes: Permits, lab, testing, staging area, water meter, engineering fees, surveying, striping, and utility adjustments

* Extra mobilizations and days will be billed if needed

*Price does not include striping or striping removal

* Price includes Asphalt Cement or emulsion applied by Vance Brothers (Unless otherwise agreed upon)

* Vance Brothers is not responsible for damage to existing asphalt.

* Final field measurement will prevail

* Payment terms are net 30 if your company has a credit account at Vance Brothers. Otherwise, total price must be paid before work is started.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative Vance Brothers hereinafter "Contractor" has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, pandemic, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Missouri, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Jackson County, Missouri.

5. As directed by the Owner, construction lender, public body or any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.

7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.

8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Vance Brothers, regardless of whether such damage occurs or is worsened during the performance of the job.

11. All Work has a ONE YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge while the crew is on site if time and materials are available. Vance Brothers is not responsible for damage due to scaring, marking, vandalism, mag chloride. All warranties are void if the contract is not paid in full on time.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.

13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.

14. If any provision of this Contract is found unenforceable by any court or tribunal, Owner and Contractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Contract shall not be otherwise affected. The mutual agreement of the parties hereto is comprised of each and every provision hereof, and no provision shall individually be held unenforceable for lack of mutuality. This Contract constitutes the entire agreement between the parties and may not be amended except by written agreement executed by the parties. This Contract constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

15. The Contractor will exercise reasonable care when performing the work but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills. Contractor will not be responsible for fugitive or wind-blown materials if instructed to apply in windy conditions.

16. This contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner is still liable for the full amount of contract even if the contract is terminated for any reason at any time.

17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 60 days from date unless extended in writing by the company. After 60 days, Contractor may revise its price in accordance with costs in effect at that time.

Please sign in spaces provided below to indicate acceptance and return original. This proposal will expire in sixty (60) days from date above, if it is not accepted within that time. If accepted, shall constitute a contract between the parties to this proposal. Payment terms are net 30 days from invoice, unless otherwise stated.			
SUBMITTED:		ACCEPTED:	
Vance Brothers, Inc. 5201 Brighton Ave. Kansas City, MO 64130 816-923-4325			
By:	Robert A. Vance	By:	
Date:	1/30/2023	Date:	