

**CITY COMMISSION MEETING
Winfield, Kansas**

DATE: Monday, January 08, 2018
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDERMayor Gregory N. Thompson

ROLL CALL.....City Clerk, Brenda Peters

MINUTES OF PRECEDING MEETING.....Monday, December 18, 2017

OATHS OF OFFICE

-Oaths of office for Elected Candidates

RECEPTION

-Reception for outgoing Commissioner Butters and newly elected Commissioners Jarvis and Hutto

BUSINESS FROM THE FLOOR

-Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 1801 – A Resolution – Fixing the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structures, a house in the City of Winfield, Cowley County, Kansas. (1810 Frankfort)

Bill No. 1802 – A Resolution – Fixing the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structures, a house in the City of Winfield, Cowley County, Kansas. (420 Soward St)

Bill No. 1803 – A Resolution - Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to enter into an agreement for the demolition and removal of the structure, a House on a tract of land legally described as; Lot 9 and the South 10 feet of Lot 10, Block 30, Manning's Addition, to the City of Winfield, Kansas. Commonly known as 1012 Lowry St. Recorded in Book 0893 Page 0679, Instrument No. 000954, in the Office of the Register of Deeds of Cowley County, Kansas.

Bill No. 1804 – A Resolution – Accepting and authorizing the filing of the final plat of Stonebrook Addition, a Subdivision in the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas. (Stonebrook Subdivision, 19th & Bliss)

OTHER BUSINESS

ADJOURNMENT

-Next regular meeting Tuesday, January 16, 2018.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
December 18, 2017

The Board of City Commissioners met in regular session, Monday, December 18, 2017 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 Jeremy Willmoth, City Manager; Brenda Peters, City Clerk; and William E. Muret, City Attorney. Other staff member present was Jerred Schmidt, Director of Information Systems.

Commissioner Butters moved that the minutes of the December 4, 2017 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PUBLIC HEARING

Mayor Thompson opened a public hearing regarding adoption of a Neighborhood Revitalization Plan. With no one present to comment, Mayor Thompson closed the public hearing.

Mayor Thompson opened a public hearing regarding amendments to the 2017 annual budget for the City of Winfield. With no one present to comment, Mayor Thompson closed the public hearing.

BUSINESS FROM THE FLOOR

NEW BUSINESS

Bill No. 1792 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, Cowley County, Unified School District #465, and Cowley College, providing for the adoption of a plan pursuant to the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq. City Manager Willmoth explains that this resolution is for the purpose of entering into an interlocal agreement between the City of Winfield, Cowley County, USD #465, and Cowley College for participation the Neighborhood Revitalization Plan. This action will then allow for the adoption of the plan in the following ordinance. Upon motion by Commissioner Hutto, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 1792 was adopted and numbered Resolution No. 6717.

Bill No. 1793 – An Ordinance - Adopting a Neighborhood Revitalization Plan and designating Revitalization Areas, all as provided for in K.S.A. 12-17,114 et seq., Neighborhood Revitalization Act. City Manager Willmoth explains that this ordinance will formally adopt the actual Neighborhood Revitalization Plan. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1793 was adopted and numbered Ordinance No. 4079.

Bill No. 1794 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Interlocal Agreement between the City of Winfield, the City of Arkansas City, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal Shelter. City Manager Willmoth explains that this resolution is for an interlocal agreement for the operation of the Cowley County Humane Society. Upon motion by Commissioner Hutto, seconded by Commissioner Butters all Commissioners voting aye, Bill No. 1794 was adopted and numbered Resolution No. 6817.

Bill No. 1795 - A Resolution - Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Cowley County Animal Shelter Service Agreement between the City of Winfield, Kansas, and the Cowley County Humane Society, providing for the operation of a Cowley County Animal Shelter. City Manager Willmoth explains that this resolution sets forth terms of operation of the Cowley County Humane Shelter. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1795 was adopted and numbered Resolution No. 6917.

Bill No. 1796 – An Ordinance – Amending the Annual Budget for the City of Winfield, Kansas, for the year ending December 31, 2017, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein. City Clerk Peters explains that this ordinance will amend the 2017 annual budget in order to avoid any budget violations at year end. Funds to be amended are Water Preservation Fund, LE Ambulance & Fire Equipment Fund, Special Streets & Highway Fund, and the Electric Fund. Upon motion by Commissioner Butters, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1796 was adopted and numbered Ordinance No. 4080.

Bill No. 1797 - An Ordinance - Amending Section 34-62 (b) of the Revised Ordinances of the City of Winfield, Kansas, relating to fees for the Winfield Aquatic Center. City Manager Willmoth explains that this ordinance will amend the daily admission fees and the coupon rates for the Winfield Aquatics Center. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 1797 was adopted and numbered Ordinance No. 4081.

Bill No. 1798 – A Resolution – Fixing the time and place, and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structure, a house in the City of Winfield, Cowley County, Kansas. City Manager Willmoth explains that this resolution sets a public hearing date on February 5, 2018 for condemnation of a property located at 2104 W. 6th Avenue. Upon motion by Commissioner Butters, seconded by Commissioner Hutto all Commissioners voting aye, Bill No. 1798 was adopted and numbered Resolution No. 7017.

Bill No. 1799 - A Resolution - Authorizing the execution of the Authority to Award Contract and Commitment of City Funds for Project No. 18 U 0681-01. City Manager Willmoth explains that this

resolution is to authorize the commitment of funds and award the contract to Dondlinger & Sons Construction to complete the 14th Avenue Bridge Replacement Project. Total project amount at this time is \$2,132,349. Upon motion by Commissioner Butters, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1799 was adopted and numbered Resolution No. 7117.

OTHER BUSINESS

-Consider 2018 CMB License Applications - City Clerk Peters presented the following list of applicants for CMB licenses for 2018. Peters explains that everything is in order except that some of the Fire Marshall inspections do not meet requirements. Peters asks the Commission to approve all applications subject to satisfactory inspections by the Fire Marshall.

Petro Stop – Babi & Co.	2124 E 9 th Ave.
Casey’s General Store	219 W. 9 th Ave.
Dillons	2310 Main St.
Felts Oil – One Stop #4	221 E. 9 th Ave.
Pizza Hut	1902 Main St.
Food Mart	1500 Main St.
Quail Ridge Golf Course	3805 Quail Ridge Dr.
Walmart Store #369	2202 Pike Rd.
Vapors Oasis	1017 Main St.
Save-A-Lot	1906 E 9 th Ave
Cancun Mexican Grill	711 Main St.
New China Wok Buffet	1620 Main St.

Commissioner Hutto made a motion that the CMB license applications for 2018 CMB be approved as presented subject to approval by the Fire Marshal. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

-Consider Liquor License Application for Luigi’s Italian Restaurant, 124 E 9th Avenue -City Clerk Peters presented a Drinking Establishment license application for Luigi’s Italian Restaurant, 124 E 9th Ave for Commission consideration. Commissioner Butters made a motion to accept the Drinking Establishment License application for Luigi’s Italian Restaurant. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-Consider approval of ESRI contract – Director of Information Systems Schmidt explains that this contract is a three year contract for a total amount \$76,500. Commissioner Hutto made a motion to approve the three-year ESRI contract. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, motion carried.

-Motion to cancel work session scheduled for Thursday December 28, 2017 and regular meeting scheduled for Tuesday January 2, 2018; and, re-schedule work session for Thursday January 4, 2018 and the regular meeting for Monday January 8, 2018. Commissioner Butters made a motion to cancel work session scheduled for Thursday December 28, 2017 and regular meeting scheduled for Tuesday January 2, 2018; and, re-schedule work session for Thursday January 4, 2018 and the

regular meeting for Monday January 8, 2018. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:45 p.m.

Signed and sealed this 5th day of January 2018.

Signed and approved this 8th day of January 2018.

Brenda Peters, City Clerk

Gregory N. Thompson, Mayor

(Published in the Cowley Courier Traveler on Friday, January 12, 2018)

BILL NO. 1801

RESOLUTION NO. 0118

A RESOLUTION

FIXING the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structures, a house in the City of Winfield, Cowley County, Kansas.

WHEREAS, on November 7, 2017, the Code Enforcement Inspector of the City of Winfield, Kansas, acting as the enforcing officer pursuant to K.S.A. 12-1750 Supp. et. Seq., filed with the Governing Body of said City, a statement in writing that certain structures hereinafter described are unsafe for human habitation and/or dangerous.

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

Section 1. A hearing will be held on February 20th, 2018 at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth Avenue, Winfield, Kansas, at which time the owners, their agents, lien holders of record and any occupants of said structures legally described below:

1) North 20 feet of Lot 10, all of lot 11 and the south 10 feet of lot 12, all in block "H" of Howland's Addition to the City of Winfield, Cowley County, Kansas. Property known as ***1810 Frankfort, Winfield, Kansas.*** Recorded in **Book 987 Page 167-175,** in the Office of the Register of Deeds of Cowley County, Kansas, may appear and show cause why said structures should not be condemned as unsafe and dangerous and ordered repaired or demolished.

Section 2. The City Clerk is hereby directed to have this resolution published twice in the official city newspaper once each week for two consecutive weeks on the same day of each week and shall give notice to said person or persons in the manner provided by K.S.A. 12-1750 Supp. et. seq.

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

ADOPTED this 8th day of January, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

(Published in the Cowley Courier Traveler on Friday, January 12, 2018)

BILL NO. 1802

RESOLUTION NO. 0218

A RESOLUTION

FIXING the time and place and providing for notice of a public hearing before the Governing Body of the City of Winfield, Kansas, regarding the condemnation of a certain structures, a house in the City of Winfield, Cowley County, Kansas.

WHEREAS, on April 27, 2016, the Code Enforcement Inspector of the City of Winfield, Kansas, acting as the enforcing officer pursuant to K.S.A. 12-1750 Supp. et. Seq., filed with the Governing Body of said City, a statement in writing that certain structures hereinafter described are unsafe for human habitation and/or dangerous.

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

Section 1. A hearing will be held on February 20th, 2018 at 5:30 p.m. in the Community Council Room, City Hall, 200 East Ninth Avenue, Winfield, Kansas, at which time the owners, their agents, lien holders of record and any occupants of said structures legally described below:

1) A house on a tract of land legally described as: ***Lot 7 and 8, Block 14, College Hill Addition, Winfield, Kansas. Commonly known as 420 Soward St. Recorded in Book 578 Page 154,*** in the Office of the Register of Deeds of Cowley County, Kansas, may appear and show cause why said structures should not be condemned as unsafe and dangerous and ordered repaired or demolished.

Section 2. The City Clerk is hereby directed to have this resolution published twice in the official city newspaper once each week for two consecutive weeks on the same day of each week and shall give notice to said person or persons in the manner provided by K.S.A. 12-1750 Supp. et. seq.

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

ADOPTED this 8th day of January, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to enter into an agreement for the demolition and removal of the structure, a *House on a tract of land legally described as; Lot 9 and the South 10 feet of Lot 10, Block 30, Manning's Addition, to the City of Winfield, Kansas. Commonly known as 1012 Lowry St. Recorded in Book 0893 Page 0679, Instrument No. 000954,* in the Office of the Register of Deeds of Cowley County, Kansas.

WHEREAS, on the 17th of July, 2017, 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. 1754, Resolution No. 4517 and,

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

WHEREAS, Dennett Tree Service, gave the most prudent quote 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 Mayor and Clerk of the City of Winfield, Kansas are hereby authorized and directed to execute an agreement with Dennett Tree Service, for the demolition and removal of the structure located on *Lot 9 and the South 10 feet of Lot 10, Block 30, Manning's Addition, to the City of Winfield, Kansas. Commonly known as 1012 Lowry St. Recorded in Book 0893 Page 0679, Instrument No. 000954, in the Office of the Register of Deeds of Cowley County, 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 adoption.

ADOPTED this 8th day of January, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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

**CONTRACT AND AGREEMENT
FOR
DEMOLITION WORK**

THIS AGREEMENT, entered into this 8th day of January, 2018 by and between

DENNETT TREE SERVICE,

hereinafter called the "**CONTRACTOR**" and the City of Winfield, Kansas, hereinafter called the "**CITY**" for the demolition, removal and disposal of a structure, a house, located **1012 Lowry 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 **\$6500.00, Six Thousand Five 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 \$ N/A 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 DENNETT TREE SERVICE

By: 

Title: Owner

Address: 711 E. 17th, Winfield, KS. 67156

Telephone: 620-222-2348

Jeremy Willmoth - City Manager/jha

A RESOLUTION

ACCEPTING and authorizing the filing of the final plat of Stonebrook Addition, a Subdivision in the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas.

WHEREAS, the Planning Commission recommended approval of said final plat, reviewed on December 29, 2017, Case Number PC 2017-05.

WHEREAS, the Zoning Administrator and the Utility Committee have reviewed the plat for compliance with the Subdivision Regulations and recommended approval of the plat of **Stonebrook Addition**, a parcel of land situated in the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas.

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

Section 1. The final plat of Stonebrook Addition, a Subdivision of part of the Northeast Quarter of Section 33, Township 32 South, Range 4 East of the 6th P.M., Cowley County, Kansas, described as:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 deg. 51 min. 44 sec. West, along the North line of said Northeast Quarter; 741.00 feet; thence south 01 deg. 29 min. 28 sec. East, 30.00 feet for a place of beginning; thence South 88 deg. 51 min. 44 Sec. West parallel with said North line, 258.39 feet; thence South 02 deg. 02 min. 30 sec. East, 666.08 feet; thence North 88 deg. 51 min. 44 sec. East, parallel with said North line, 497.99 feet; thence North 01 deg. 29 min. 28 sec. West, 453.01 feet; thence South 88 deg. 51 min. 44 sec. West, parallel with said North line, 246.00 feet; thence North 01 deg. 29 min. 28 sec. West, 213.00 feet of the place of beginning; City of Winfield, Cowley County, Kansas.

is hereby approved and authorized for filing at the Register of Deeds of Cowley County.

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

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

ADOPTED this 8th day of January, 2018.

(SEAL)

Gregory N. Thompson, Mayor

ATTEST:

Brenda Peters, City Clerk

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

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