

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Tuesday, September 04, 2018  
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, Brenda Peters

MINUTES OF PRECEDING MEETING.....Monday, August 20, 2018

**PROMOTIONS**

-Fire Department Promotions  
-Utilities Promotion

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 1878 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 18-TI872 for micro seal street improvements between the City of Winfield, Kansas and Vance Brothers, Inc., Kansas City, Mo.

**Bill No. 1879 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Consent to Annexation and Service Extension Agreement for property adjoining the City of Winfield, Kansas.

**Bill No. 1880 – A Resolution** – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to enter into an agreement with Wells Built, LLC for the demolition and removal of the structures, a house and detached garage on a tract of land in the West 10 feet of Lot 5, and all of Lot 6, Parsonage Addition, to Winfield, Kansas, commonly known as 915 E. 14<sup>th</sup> Ave., recorded in Book 0484 Page 649, in the Office of the Register of Deeds of Cowley County, Kansas.

**Bill No. 1881 – A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Productions LLC)

**Bill No. 1882 – A Resolution** – Authorizing and directing the City Manager of the City of Winfield, Kansas, to execute a Fairgrounds Special Event Agreement between the City of Winfield, Kansas, and the Old Skool Productions LLC.

**OTHER BUSINESS**

- Consider Temporary Drinking Establishment License for Patton's Pickin' Parlor, 417 W. 14<sup>th</sup> Avenue  
-Executive Session

**ADJOURNMENT**

-Next Commission work session 4:00 Thursday, September 13, 2018.  
-Next regular meeting 5:30 p.m. Monday, September 17, 2018.

## CITY COMMISSION MEETING MINUTES

Winfield, Kansas

August 20, 2018

The Board of City Commissioners met in regular session, Monday, August 20, 2018 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioner Ronald E. Hutto was also present. Commissioner Jarvis was noted as absent. Also in attendance were Jeremy Willmoth, City Manager; Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Gary Mangus, Assistant to the City Manager; Brett Stone, Police Chief; Patrick Steward, Director of Public Improvements; and Gus Collins, Director of Utilities.

Commissioner Hutto moved that the minutes of the July 16, 2018 meeting be approved. Mayor Thompson seconded the motion. With both Commissioners voting aye, motion carried.

### PRESENTATION

- Hal McCoy appeared to discuss moving his business, Caregiver Beds to Strother Field.
- Mayor Thompson presented a Service Award to outgoing Police Chief Brett Stone to recognize his service as Police Chief to the City of Winfield.

### BUSINESS FROM THE FLOOR

- David Smith, 610 E 13th Ave, 620-705-8609, appeared before the Commission to talk about Service Now-Enterprise Systems Management.

### NEW BUSINESS

**Bill No. 1876 – A Resolution** – Authorizing and directing the City Manager of the City of Winfield, Kansas to execute a facilities agreement between the City of Winfield and Aging Projects, Inc., Hutchinson, Kansas, regarding the lease of the Senior Center. Assistant to the City Manager Mangus explains that this action renews the agreement between the City and Aging Projects that has been in place for many years. Mangus states that the terms will remain the same, and there is no rent charged for the services that are provided by API. Upon motion by Commissioner Hutto, seconded by Mayor Thompson, both Commissioners voting aye, Bill No. 1876 was adopted and numbered Resolution No. 6118.

**Bill No. 1877 – A Resolution** – Authorizing an Outdoor Community Event and Temporary Entertainment District Application (Young Professionals of Cowley County) Assistant to the City Manager Mangus explains that this application from the Young Professionals of Cowley County is the same one that the Commission has allowed for the past five years to allow a beer garden during the hamburger feed and music crawl on Tuesday September 11, 2018. The site will be at the south end (alley to 9<sup>th</sup>) of Millington Street between 8<sup>th</sup> and 9<sup>th</sup> Avenue. Bottle Service, LLC will be providing the beer. Upon motion by Commissioner Hutto, seconded by Mayor Thompson, both Commissioners voting aye, Bill No. 1877 was adopted and numbered Resolution No. 6218.

## OTHER BUSINESS

-Public Improvement Director Steward explains that this action is to consider the lease of a loader through Murphy Tractor for a John Deere Loader to be used by the street department. Steward states that quotes were received from Caterpillar and John Deere. Staff recommends that the Commission accept the proposal from Murphy Tractor & Equipment for a John Deere Loader for a five-year lease with annual payments of \$19,000. Commissioner Hutto moved to accept the proposal from Murphy Tractor & Equipment for a John Deere Loader at a cost of \$19,000 annually for a five year period. Motion was seconded by Mayor Thompson. With both Commissioners voting aye, motion carried.

-Utilities Director Collins explains that only one proposal was received for a I/A Control System (SCADA) upgrade for the Water Treatment Plant. Staff recommends that the Commission accept the quote from R.E. Pedrotti Co. for the upgrade, for a total cost of \$248,500, which is below the budgeted amount of \$275,000. Commissioner Hutto moved to accept the bid from R.E. Pedrotti Co. for the I/A Control System Upgrade at a cost of \$248,500. Motion was seconded by Mayor Thompson. With both Commissioners voting aye, motion carried.

Utilities Director Collins gave an update on the water main break located on 9<sup>th</sup> Avenue at Main Street.

-Consider Board Appointments -City Clerk Peters presented possible appointments to the Commission for the City Planning Commission and Park Board. Commissioner Hutto made a motion to accept the board appointments as submitted:

City Planning Commission

-Taylor Dory

Park Board

-Ken Crandall

Mayor Thompson seconded the motion. With both Commissioners voting aye, motion carried.

-City Clerk Peters presented a Cereal Malt Beverage license application for Dayvault RT, LLC D/B/A Jumpstart Shamrock located at 1318 Main St for Commission consideration. Peters states that everything is in order, but per City Ordinances a local resident agent would need to be identified on the application. Commissioner Hutto made a motion to accept the CMB application for Dayvault RT, LLC D/B/A Jumpstart Shamrock located at 1318 Main Street, subject to satisfactory completion of the application. Motion was seconded by Mayor Thompson. With both Commissioners voting aye, motion carried.

-Commissioner Hutto moved the City Commission recess into Executive Session for consultation with the City Attorney and the City Manager which would be deemed privileged in the attorney-client relationship pursuant to the consultation with the City Attorney matter exception, K.S.A. 75-4319 (b)(2). The open meeting will reconvene in the Community Council Room at 6:15 p.m. Motion was seconded by Mayor Thompson, with both Commissioners voting aye, motion carried.

The meeting resumed at 6:15 p.m.

**ADJOURNMENT**

Upon motion by Commissioner Hutto, seconded by Commissioner Jarvis, all Commissioners voting aye, the meeting adjourned at 6:19 p.m.

Signed and sealed this 30th day of August 2018.

Signed and approved this 4<sup>th</sup> day of September 2018.

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Brenda Peters, City Clerk

Gregory N. Thompson, Mayor







## Request for Commission Action

**Date:** 8/27/18

**Requestor:** Patrick Steward

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**Action Requested:**

Award Microseal Street Projects

**Analysis:**

Micro seal projects provide a pavement rejuvenation process that is at a lower cost than that of a traditional asphalt overlay. However, the pavement must be in relatively fair condition to perform this type of work. Because this is a relatively specialized market, we solicited proposals from two vendors that we found serviced our area.

Based on the proposals, we are recommending awarding the contract to Vance Brothers.

**Fiscal Impact:**

The scope of work falls within the budget for street work this fiscal year.

**Attachments:**

Streets Map of locations

Proposals

Resolution

**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a contract for Project No. 18-TI872 for micro seal street improvements between the City of Winfield, Kansas and Vance Brothers, Inc., Kansas City, Mo.

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

**WHEREAS**, Vance Brothers, Inc., Kansas City, Mo. 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 one hundred ninety nine, four hundred fifty four and sixty four cents (\$199,454.64) for Project No. 18-TI872 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 4th day of September, 2018.

(SEAL)

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Gregory N. Thompson, Mayor

ATTEST:

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Brenda Peters, City Clerk

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

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



520 North 400 West, North Salt Lake, UT 84054

Phone (801) 532-8200 | Fax (801) 526-6198

## ESTIMATE

**Agency:** City of Winfield, KS

**Project Number:**

**Contractor:** Intermountain Slurry Seal

**Contact:** Kevin Harris

**Project Name:** 2018 Micro-surfacing project

**Date:** 8.1.18

**Letting Time:** N/A

**Phone:** 682.229.0843

**Fax:**

**Email:** [kevin.harris@gcinc.com](mailto:kevin.harris@gcinc.com)

Item #	Description	Quantity	Unit	Unit Price	Total
1	Furnish & Install Ty II Micro-surfacing (Accordance with ISSA - A143) (See photos for limits - "Blue" )	64,758	SY	\$ 4.20	\$ 271,983.60
					<hr/> \$ 271,983.60

### Quote is for Labor, Equipment, and Materials for Micro-surfacing Only

#### NOTES:

- \* Micro-surfacing to be placed in one lift at a rate of 20 lbs/SY (Dry)
- \* Estimated to complete project with one (1) mobilization within the 2018 construction season only. Work to be scheduled between October 1st and November 15th (weather permitting).
- \* Work to performed using Truck Mount paver.
- \* City shall be responsible for ensuring that all vegetation is removed from edges and recommend to apply herbicide prior to resurfacing operations.
- \* It is recommended that the streets be checked for any patching needs and patched accordingly by the City.
- \* City to provide a staging area for micro-surfacing operations.
- \* City to ensure tree limbs are cut to a minimum vertical clearance of 12' prior to micro-surfacing operations.
- \* Estimated to complete micro-surfacing in 4 shifts.
- \* This project to be billed per square yard of actual area covered or area agreed upon in the field.
- \* Traffic control for Micro-Surfacing operations only.
- \* ISS to provide 1 week notice prior to starting work, and must have a mutually agreed upon schedule.

#### EXCLUSIONS:

- \* Pavement Markings, Temporary Pavement Markings, Striping Layout, Pavement Marking Removal, Crack Sealing, Patching, Heavy Debris Removal, Noise Permits and Herbicide application.

Estimate valid for 30 days.

Please review, sign and return VIA fax to (972)353.6275 or e-mail to [kevin.harris@gcinc.com](mailto:kevin.harris@gcinc.com)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# vancebrothers

Bringing Integrity to the Surface.

**5201 Brighton  
Kansas City, Mo 64130**

**Phone: 816-923-4325**

**Fax: 816-923-6472**

**Proposal**

**Date: 8/22/2018**

**To:** City of Winfield  
200 E 9th PO Box 646  
Winfield, KS 67156  
Attn; Mr. Patrick Steward

**Job :** Street Sealing  
Micro Surfacing

**Phone:** 620-221-5520

**Fax:** 620-221-5594

**We propose to furnish all labor, equipment, materials, insurance, tools and applicable taxes to complete the work listed below.**

Micro Surfacing; 64,758 Square Yards @ \$ 3.08 per SY = \$ 199,454.64

Micro Surfacing will be a Kansas Type II using Joplin Chat aggregate and CSS-1HM emulsion.

Notes;

We will need a Kansas Tax exempt certificate or taxes will need to be charged.

All work to be completed during regular working hours which include Saturdays.

City to supply a staging area and a water source.

Work will be completed by June 15, 2019.

As stated above \_\_\_\_\_ Dollars (\$ As stated above \_\_\_\_\_ )

Payment to be made as follows:

Upon completion of work.

Authorized Signature \_\_\_\_\_

GHS

George H. Snyder Jr.

Acceptance of Contract-The above prices,

specifications and conditions are satisfactory and

Signature \_\_\_\_\_

are hereby accepted. You are authorized to do the work as specified.

payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_





# 2018 MICRO SEAL PROJECT - Glackin Acres

Summary of Quantities		
Total Area	18,687	SY
Concrete Not Included	8,753	SY
Micro Seal	9,934	SY



- Concrete Not Included
- Micro Seal

INDUSTRIAL RD







# 2018 MICRO SEAL PROJECT - Hiatt Hills

Summary of Quantities		
Total Area	32,894	SY
Concrete Not Included	1,290	SY
Micro Seal	31,604	SY

MORNINGVIEW CT

MORNINGVIEW AVE

COUNTRY CLUB RD

COTTONWOOD LN

COTTONWOOD CT

WOOD CT

HOLLOWAY LN

CRESTLINE DR

PECAN LN

CAVE DR

HILLSIDE DR

KICKAPOO RD

CAVE DR

W 14TH AVE

WALNUT ST

BROAD ST

W 9TH AVE

GRAND ST

PARKSIDE LN

SHARON CT

HOLLYWOOD DR

- Concrete Not Included
- Micro Seal

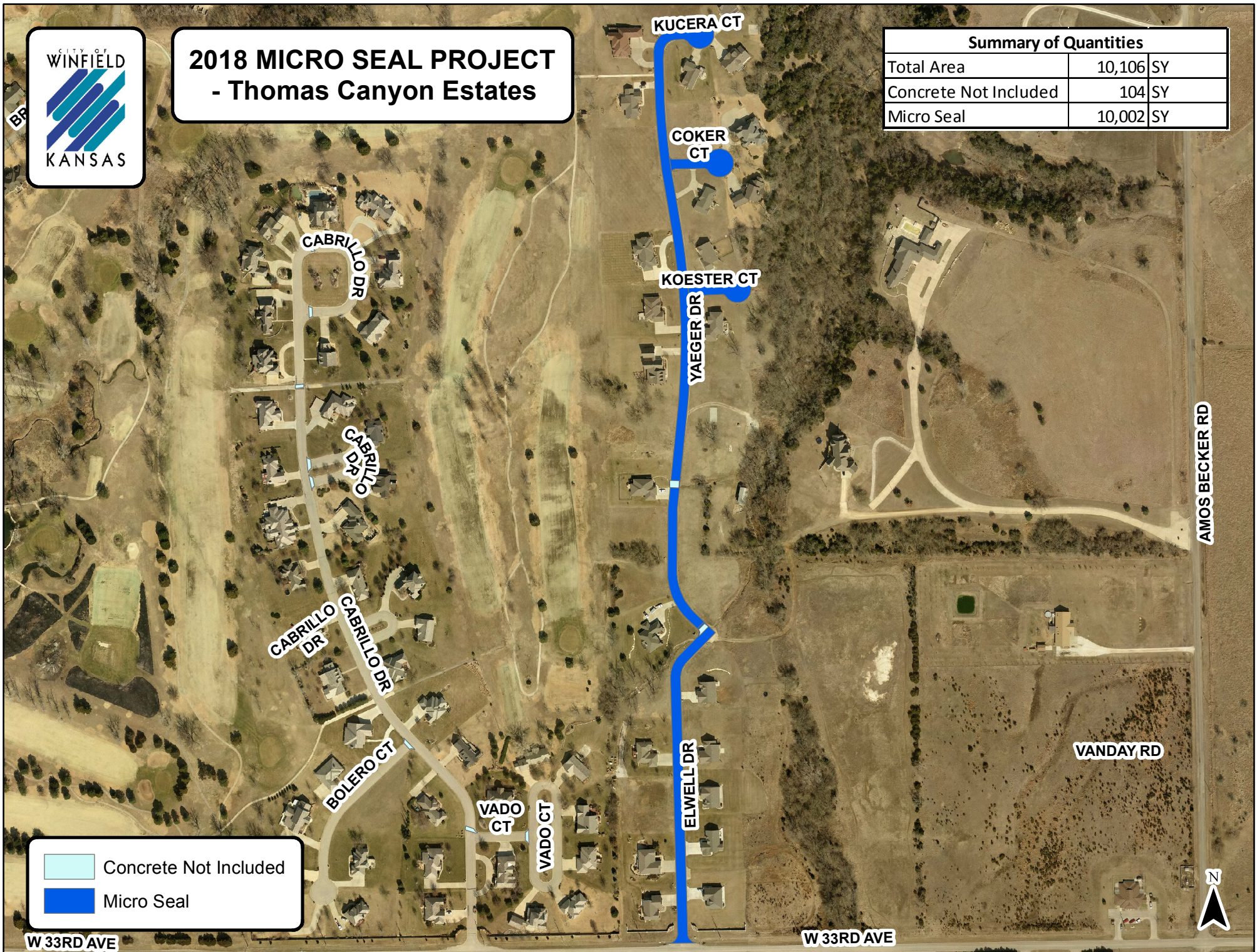






# 2018 MICRO SEAL PROJECT - Thomas Canyon Estates

Summary of Quantities		
Total Area	10,106	SY
Concrete Not Included	104	SY
Micro Seal	10,002	SY



Concrete Not Included  
Micro Seal

W 33RD AVE



W 33RD AVE





# 2018 MICRO SEAL PROJECT - Vizcaya Estates

Summary of Quantities		
Total Area	13,542	SY
Concrete Not Included	324	SY
Micro Seal	13,218	SY

 Concrete Not Included  
 Micro Seal

W 33RD AVE





**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute a Consent to Annexation and Service Extension Agreement for property adjoining the City of Winfield, Kansas.

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**WHEREAS**, Dennis L. Beach and Cindra Beach is the owner of record of certain unincorporated land described below, and,

**WHEREAS**, Dennis L. Beach and Cindra Beach, has signed a consent to annexation and service extension agreement.

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

**Section 1.** The governing Body of the City of Winfield, Cowley County, Kansas, hereby accepts said consent to annexation and service extension agreement, and authorizes the Mayor and City Clerk to execute said Agreement which is attached hereto and made a part hereof, covering the following described land;

A tract of land described as: The North Half of the Southwest Quarter of Section 24, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas

**Section 2.** The City Manager is hereby authorized and directed to provide water service to the above described land in accordance with the water service extension policies of the City of Winfield, Kansas.

**Section 3.** The Clerk of the City of Winfield, Kansas, is hereby directed to deliver a copy of the consent to annexation and service extension agreement to the Register of Deeds, Cowley County, Kansas for recording.

**Section 4.** This resolution shall be in full force and effect from and after its adoption.

**ADOPTED** this 4<sup>th</sup> day of September 2018

(SEAL)

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Greg Thompson, Mayor

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Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager

**City of Winfield  
Cowley County, Kansas  
Consent to Annexation and  
Service Extension Agreement**

**WHEREAS**, this agreement made this 27 day of Aug, 2018 between Dennis L. Beach and Cindra Beach, hereinafter referred to as "Beach's" and the City of Winfield, Kansas, hereinafter referred to as "City."

**WHEREAS**, the undersigned are the owners of record of the following described real property located in an unincorporated area adjoining or in close proximity to the corporate boundary of the City of Winfield in Cowley County, Kansas:

**The North Half of the Southwest Quarter of Section 24, Township 32 South, Range 4 East of the 6<sup>th</sup> P.M., Cowley County, Kansas**

**WHEREAS**, Beach's have requested the City of Winfield, Kansas to provide water service to the above described property and the City has consented to do so.

**NOW, THEREFORE**, in consideration of the agreement of the City of Winfield, Kansas agreeing to furnish water service to the above-described property and other valuable consideration, Beach's hereby gives full and complete consent to the City of Winfield, Kansas to annex the above described property in accordance with the laws of the State of Kansas at any time after the date of this agreement. Beach's further agrees to comply with all city standards, regulations, requirements and policies applicable to the proposed water service.

**THIS** covenant shall run with the land described above and shall be binding upon the heirs, beneficiaries, grantees, successors and assigns of the undersigned.

Dated this 27 day of Aug., 2018.

Dennis L. Beach  
Dennis L. Beach

Cindra Beach  
Cindra Beach

STATE OF KANSAS, COWLEY COUNTY, SS.

On this 27 day of August, 2018, before me a notary public in and for said county and state, personally appeared Dennis L. Beach and Cindra Beach, to me known to be the person named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.



Debra L. Dennett  
Notary Public

My commission expires:

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Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2018, by Resolution No. \_\_\_\_\_ of the Governing Body of the City of Winfield, Kansas.

ATTEST:

\_\_\_\_\_  
Gregory N. Thompson, Mayor

\_\_\_\_\_  
Brenda Peters, City Clerk



## City of Winfield Utility Questionnaire

Winfield owns and operates the City's Electric, Gas, and Wastewater Utilities and is responsible for the installation of service lines and tap connections. Electric and Gas Utilities install service lines to the building; the Water Utility installs services to property line only; and Wastewater installs taps only. Prior to receiving a utility service, applicants must complete this form, including the signature of the party to be billed. Utility service installations will be billed to the signatory for the cost of the installation as set forth in the City Ordinances, Section 34-78 and Resolution-0418

### ☐ ELECTRIC SERVICE

New ☐ Upgrade ☐ Residential ☐ Commercial ☐

Type of Service Requested (Overhead, Underground) \_\_\_\_\_

Size of Service (200A, 400A) \_\_\_\_\_ Phasing (1, 3) \_\_\_\_\_

Is Temporary service needed (Yes, No) \_\_\_\_\_ Date by if needed \_\_\_\_\_

### ☒ WATER SERVICE

New Service ☒ Upgrade ☐ Relocation ☐

Requested date for service \_\_\_\_\_

What is the purpose for the water service (Irrigation, Residential, Commercial) \_\_\_\_\_

What pressure is needed \_\_\_\_\_ Gallons per minute required \_\_\_\_\_

Is another water source available (such as: Well, Rural Water District) \_\_\_\_\_

### ☐ GAS SERVICE

New Service ☐ Upgrade ☐ Relocation ☐

Maximum BTU needed \_\_\_\_\_ Pressure Needed \_\_\_\_\_

### ☐ SANITARY SEWER TAP

Request date \_\_\_\_\_ Tap Size \_\_\_\_\_

# 58830

### LOCATION

Name Dennis Beach

Address 16020 JPBrent Rd.

City Winfield State KS Zip 67156

Applicants Signature Dennis Beach

Driver License No. KSK00728699

### BILLING ADDRESS

Name Dennis Beach

Address 7744 202nd Rd

City Winfield State KS Zip 67156

Contact phone # 620-222-2772-cell

Date 8-24-2018

Employer ID No. \_\_\_\_\_

This document is the notice to proceed. Yes ☒ No ☐

This document is a request for quote. Yes ☐ No ☐



Job Type	: 02		
Job Description	: READ METERS IN	Customer Information	
Create Date	: 07/24/2018 02:59 PM	Account Number	: 58830
Completion Date	:	Book. Seq	: 2804.0658
Requested By	: DENNIS BEACH - OFFICE	Parcel Number	: 382010000
Assigned To	: BRENDA COCHRAN	Cycle #	: 24
Start Date	: 09/18/2018	DENNIS L BEACH	
Start Time	:	16020 JP BRANT	
Completion Time	:	WINFIELD KS 67156	
Lot	:	Primary Phone	: (620) 222-2772
Appointment start time	:	Secondary Phone	:
		Block	: # of Res. : ELU : 1.0000
		Appointment end time	:
Project	:	Phase	:
		Priority	:
		Cost Center	:
::			

## Comments

Mailing Address: 7744 202ND RD - WINFIELD KS

THIS WORK ORDER IS FOR NEW WATER SERVICE

Tenant	Landlord	Owner	X	Contractor	Realtor
Refuse		Sewer		Storm Drain	
Charge connect fee for	1	meters		Temporary Meter Fee	
Area Light		Number of lights		Size	

	Rate Code	Size	Demand	Y	N	Mult.	
			Manu.		Form/Style	Number	Reading

Perm E

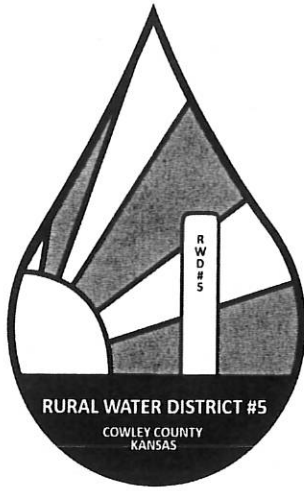
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G

Temp E

Demand Y N Mult.

Completion Date	:	Completed By	:	Total Price	:	\$0.00
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## ***RURAL WATER DISTRICT #5***

### ***Cowley County, Kansas***

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July 23, 2018

Dennis Beach  
7744 202<sup>nd</sup> Road  
Winfield, KS 67156

To Whom it May Concern:

At the July 12, 2018 Board of Directors meeting, the Board determined that because Rural Water District #5 is unable to provide Mr. Beach with water service at a suitable pressure at this time, and because Mr. Beach has been offered water service from another source, the Board agreed to release the property owned by Mr. Beach at 16020 J P Brant Road, Winfield, KS 67156, from the district so that he may pursue acquiring water service from another provider.

Randy Norris  
Operations Manager



Property to be served by City of Winfield Water

16495 111TH RD

16020 J P BRANT RD

J P BRANT RD

3800 E 9TH AVE

3912 E 9TH AVE

3918 E 9TH AVE

4316 E 9TH AVE

4312 E 9TH AVE

E 9TH AVE

3901 E 9TH AVE

4001 E 9TH AVE

3725 E 9TH AVE

507 INDUSTRIAL RD

PIONEER RD

K 350 HWY

FRONTAGE





## Request for Commission Action

**Date:** September 29th

**Requestor:** John Adams, Code Enforcement Inspector

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**Action Requested:** Seeking approval of 1 Authorizing resolution entering into an agreement with Wells Built LLC for the demolition and removal of structures located at 915 E. 14<sup>th</sup>.

**Analysis:** This is a fire damaged property that was condemned by prior commission action. Time limits for repair or removal have expired with no action taken to repair or remove by the owner. Recent contact has been made with the owner who is interested in donating the property to Habitat for Humanity.

**Fiscal Impact:** Unknown fiscal impact as of now. If owner proceeds with donation the city will take responsibility for the cost of demolition and removal as part of our yearly support for Habitat for Humanity. If owner decides to retain the property the cost will be passed on to him.

**Attachments:** Authorizing resolution for 915 E. 14th



**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and Clerk of the City of Winfield, Kansas, to enter into an agreement with Wells Built, LLC for the demolition and removal of the structures, a *house and detached garage on a tract of land in the West 10 feet of Lot 5, and all of Lot 6, Parsonage Addition, to Winfield, Kansas, commonly known as 915 E. 14<sup>th</sup> Ave., recorded in Book 0484 Page 649, in the Office of the Register of Deeds of Cowley County, Kansas.*

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**WHEREAS**, on the 17th of May, 2018, 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. 1850, Resolution No. 4018; and,

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

**WHEREAS**, Wells Built, LLC, 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, Wells Built, LLC, for the demolition and removal of the structures located *on a tract of land in the West 10 feet of Lot 5, and all of Lot 6, Parsonage Addition, to Winfield, Kansas, commonly known as 915 E. 14<sup>th</sup> Ave., recorded in Book 0484 Page 649,* 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 4th day of September, 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 4th day of September, 2018 by and between

**Wells Built, LLC,**

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 and detached garage, located **915 E. 14<sup>th</sup> Ave.** 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 **\$6,700.00, Six Thousand Seven Hundred Dollars and Zero Cents**, 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**



**A RESOLUTION**

**AUTHORIZING** an Outdoor Community Event and Temporary Entertainment District Application (Old Skool Productions LLC)

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**WHEREAS**, Old Skool Productions LLC has made application for an Outdoor Community Event and Temporary Entertainment District; and

**WHEREAS**, Old Skool Productions LLC requests the sale, possession, and consumption of alcoholic liquor at Winfield Fairgrounds, north of the Grandstand, during an event from 4:00 pm to 11:00 pm, on October 13, 2018, with October 20, 2018, noted as the rainout date.

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

**Section 1.** Within Section 6-120 of Article IV of Section 6 of the Code of the City of Winfield, Kansas, "Temporary Entertainment District" means a defined area, which includes City streets, alleys, parking lots and public sidewalks on which the City Commission has authorized the sale, possession or consumption of alcoholic liquor or cereal malt beverage for a specified period of time, during a community event which has been properly permitted under Chapter 8 of this Code.

**Section 2.** A Special Event is defined by K.S.A. 41.719(a)(2). Alcoholic liquor may be consumed at a special event held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event.

**Section 3.** Old Skool Productions LLC has contracted with Bottle Service LLC, 1421 Millington Street, Winfield KS, a Caterer licensed by the Kansas Department of Revenue, Alcoholic Beverage Control Division and the City of Winfield. A "caterer" means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related thereto, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit. [Subsection (c) of K.S.A. 41-2601]. Kansas Department of Revenue, Alcoholic Beverage Control Division granted Bottle Service LLC liquor license #4760, attached and made a part hereof, effective 01/27/2018 and expiring 01/26/2020. Bottle Service LLC will notify the Alcoholic Beverage Control Division Director by electronic notification of its intent to sell and serve alcoholic liquor by individual drink at least 48 hours prior to the event. A separate Temporary Alcohol Permit is not required of Old Skool Productions LLC or Bottle Service LLC.

**Section 4.** The Governing Body of the City of Winfield Kansas hereby authorizes the Outdoor Community Event and Temporary Entertainment District Application in accordance with the rules and procedures set forth by Article IV of Section 6 of the Code of the City of Winfield, Kansas, regarding the sale, possession or consumption of alcoholic liquor as presented by the Old Skool Productions LLC for an event from 4:00 pm to 11:00 pm, on October 13, 2018, with October 20, 2018, noted as the rainout date, at Winfield Fairgrounds, north of the Grandstand, Winfield Kansas, as identified in the Outdoor Community Event and Temporary Entertainment District Application; a copy of which is attached hereto and made a part hereof.

**Section 5.** This resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 4th day of September, 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



**A RESOLUTION**

**AUTHORIZING** and directing the City Manager of the City of Winfield, Kansas, to execute a Fairgrounds Special Event Agreement between the City of Winfield, Kansas, and the Old Skool Productions LLC.

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

**Section 1.** The City Manager of the City of Winfield, Kansas, is hereby authorized and directed to execute a Fairgrounds Special Event Agreement between the City of Winfield and the Old Skool Productions; a copy of which is attached hereto and made a part hereof.

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

**ADOPTED** this 4th day of September 2018.

(SEAL)

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Gregory N Thompson, Mayor

ATTEST:

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Brenda Peters, City Clerk

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

Approved for Commission action: \_\_\_\_\_  
Jeremy Willmoth, City Manager