



427 COURT ST
P O BOX 117
CLAY CENTER, KANSAS 67432
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WWW.CITYOFCLAYCENTER.COM

Tuesday, September 5, 2023
5:30 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. MAYOR REPORT

- A. Updates

3. CITY CLERK REPORT

- A. Updates

4. STAFF REPORTS/COMMUNICATIONS

- A. 8/14/2023 PUC Minutes
- B. Appropriation Ordinances 2702 & 2703

5. CITY ATTORNEY REPORT

- A. Updates

6. CONSENT AGENDA

- A. 8/15/2023 City Council Meeting Minutes
- B. Appropriation Ordinances 3993 & 3994

7. ORDINANCES

- A. Ordinance No. 2461 Relating to Zoning in the City of Clay Center, Kansas Re-Zoning the Following Described Real Estate for the Property Known as 729 Bridge Street from R-1 to C-2

8. RESOLUTIONS

- A. Resolution No. 1660 Fixing a Time and a Place for a Hearing to be Held Before the

Governing Body of the City of Clay Center, Kansas, Wherein the Owner, His or Her Agent, Lienholders of Record, Occupants and Other Parties in Interest of Certain Property Located at 1235 Lincoln, May Appear and Show Cause Why Such Structure(s) Should Not be Condemned and Ordered Repaired or Demolished as an Unsafe or Dangerous Structure

9. FORMAL ACTIONS

- A. Manhole Repair Quote
- B. Authorization for Mayor to Sign Contract Agreement for Snow Removal Equipment with KanEquip, Inc.

COMMITTEE REPORTS

1. ADMINISTRATIVE

- A. Updates

2. PUBLIC SAFETY

- A. Updates

3. PUBLIC SERVICES

- A. Updates

4. PROPERTY & RECREATION

- A. Updates

5. ADJOURNMENT

DRAFT
CLAY CENTER CITY COUNCIL MEETING MINUTES
AUGUST 15, 2023

The Clay Center City Council met in regular session on August 15, 2023 in the Council Chambers. Mayor Thatcher called the meeting to order at 5:30 p.m. City Council members in attendance were Daton Hess, Theresa Charbonneau, Mike Schultze, Glenn Hoover, Elton Hess, Mike Peerson and Phil Kasper. Also present were City Attorney Dusty Mullin and City Clerk Kerry Rozman. Councilor Sweet was absent.

Mayor Thatcher said that the City of Wakefield contacted him to ask for assistance with a storm sewer drain that is plugged. We will send a crew to assist.

Attorney Mullin reported that there will be two ordinances to consider for zone changes on the September 5 agenda. The first is for the property located at 730 Blunt Street in which the Planning Commission is recommending that the zone change request from R-3 to C-2 not be granted. The second is for 729 Bridge Street from R-1 to C-2 as recommended by the Planning Commission.

The minutes from the Public Utilities Commission meeting on July 31, 2023 and Public Utilities Commission Appropriations Nos. 2700 and 2701 were presented for review. The July financial reports were also included.

The Consent agenda consisted of the meeting minutes of August 1, 2023 and Appropriation Ordinances Nos. 3991 and 3992. A motion was made by Councilor D. Hess seconded by Councilor Kasper to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Charbonneau, D.Hess, Peerson, Hoover, E.Hess, Schultze, Kasper. Nays: None.

A motion was made by Councilor Kasper seconded by Councilor Hoover to adopt Ordinance No. 2459 Providing for Designation of a Common Consumption Area Pursuant to HB2277, Allowing Said Area to be Permitted for Use by Grow Clay County on Lincoln Avenue from 5th Street to West Edge of Eagles, on Saturday, September 30th, 2023 from 11:00 AM to 11:00 PM, and Closing Lincoln Street From 4th Street to 5th Street, All in the City of Clay Center, Kansas. Councilor Kasper declared a conflict of interest and he will not participate in the conversation or vote on the matter. Roll call vote: Yeas: Peerson, Charbonneau, E. Hess, Hoover, D. Hess, and Schultze. Nays: None.

A motion was made by Councilor Kasper seconded by Councilor Peerson to adopt Ordinance No. 2460 Providing for Designation of a Common Consumption Area Pursuant to HB2277, Allowing Said Area to be Permitted in Front of the Idle Hour Club, 523 Court, on Friday, September 29, 2023 from 5:00 PM to 12:00 AM and the Parking Spaces Immediately Adjacent Thereto the West Property Line of the Idle Hour Club to the East Boundary Line of the Wardcraft Home Store, All in the City of Clay Center, Kansas. Roll call vote: Yeas: Schultze, D.Hess, Peerson, Kasper, E. Hess, Charbonneau and Hoover. Nays: None.

Ordinance No. 2461 is being tabled for the time being.

A motion was made by Councilor D. Hess seconded by Councilor Charbonneau to approve the agreement with Grow Clay County to reflect the increase for the annual payment from \$25,000 to \$35,000. All else remains the same in the agreement. This is a tax levy that is paid out of the Industrial Fund. Natalie Muruato, Grow Clay County Director thanked the governing body for their support and belief in the staff and projects they have worked on to improve Clay County. Motion carried 7-0.

A motion was made by Councilor Kasper seconded by Councilor Hoover to approve the special event license for Grow Clay County for Saturday, September 30, 2023 from 11:00 a.m. to 11:00 p.m. Motion carried 7-0.

A motion was Councilor Hoover seconded by Councilor Schultze to approve the special event license for Idle Hour for Friday, September 29, 2023 from 5:00 p.m. to 12:00 a.m. Motion carried 7-0.

Committee reports as follows:

Administrative: Councilor Sweet reported on the following: 1. No report.

Public Safety: Councilor Schultze reported on the following: 1. Building permit for Duane Buckner for a storage shed located at 708/710 Grant Avenue. 2. The property owners for 1405 Clay are deceased and the family contacted Councilor Schultze and indicated that they are trying to clean up the property and get it ready to sell. Councilor Schultze will relay the message to the family that the condemnation process will be delayed and taken off the condemnation list for the time being. The other property reviewed by the committee was 1235 Lincoln. It was the consensus of the governing body to direct Attorney Mullin to start the condemnation process for 1235 Lincoln.

Public Services: Councilor D. Hess reported on the following: 1. The Wastewater Treatment Plant has been chosen by the Kansas Rural Water Association to host a training seminar on active sludge. There will be 24 people attending representing 17 cities on August 23 & 24. 2. Shilling has started the asphalt work for the 2023 season. 3. Kaw Valley reported that they would finish the survey for the 12th Street Lift Station this week. 4. There will be a quote for manhole repairs on the September 5 meeting.

Property & Recreation: Councilor Kasper reported on the following: 1. The committee met this morning to review the plans for the Rundle-Brown bathroom/concessions building. BHS Construction is reviewing the proposed changes and will get with Patrick Hayes to clarify the modifications. 2. Mr. Hayes would like to work on the parking area on the north side of the Sports Complex. Street Superintendent Shivers gave an estimated cost of materials to construct the parking area at \$11,860.00 with city staff doing the work. A motion was made by Councilor Kasper seconded by Councilor Hoover to proceed with the parking area on the north side of Rundle-Brown Sports Complex in the amount of \$11,860.00. Motion carried 7-0. 3. Leak checkers will be coming to check the leaks at the pool after it is drained.

A motion was made by Councilor Hoover seconded by Councilor D. Hess to adjourn the meeting. Motion carried 7-0.

JAMES R THATCHER, Mayor

ATTEST:

KERRY ROZMAN, City Clerk

**APPROPRIATION ORDINANCE
And
WARRANT REGISTER**

No. 3993

August 25, 2023

An Ordinance making appropriation for the payment of certain claims. Be it ordained by the Mayor and the Council of the City of Clay Center, Kansas:

Sec. 1. That in order to pay claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the following amounts to-wit:

Payroll period **August 9th thru August 22nd, 2023**

<u>Base</u>	<u>Emp/Ben</u>	<u>W/H Taxes</u>	<u>B/C</u>	<u>Net</u>	<u>Vouchers</u>
<u>\$66,720.15</u>	<u>\$8,335.80</u>	<u>\$6,311.39</u>	<u>\$2,631.91</u>	<u>\$49,441.05</u>	

Sec. 2. That this Ordinance shall take effect and be in force from and after its passage.

Passed and Signed this **25th** day of **August, 2023**.

(SEAL)

Mayor

Attested:

City Clerk

APPROPRIATIONS NO. 3994

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING FUND						
NON DEPARTMENT						
AUGUST 2023	AFLAC	ACCT#OCUF4-GG		792.87		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	CITY GROUP#5744102-GG		583.48	11072009	9/05/23
PR20210629	EMPOWER RETIREMENT	457- AFTER TAX				
PR20210727	EMPOWER RETIREMENT	457- AFTER TAX				
7/19/22	RETAILERS SALES TAX	POOL SALES TAX				
SEPTEMBER 2023	VISION SERVICE PLAN -	ACCT#30020920-GG		459.18		
00 NON DEPARTMENT TOTAL				1,835.53		
GENERAL						
INV-0001101	BARDAVON HEALTH INNOVATIONS	PHYSICAL-SC-GG		75.00		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	ADMINISTRATIVE		6,688.99	11072009	9/05/23
8/23/23	CLAY CENTER MUNICIPAL BAND	DONATION-GG		4,300.00		
7/16-8/12/23	CLAY COUNTY GENERAL	EMERGENCY PREPAREDNESS-GG		100.00		
60/69/70/72	COLUMN SOFTWARE	ORD.2460,RES.1659-GG		296.09		
13274	HR PARTNERS	HR CONSULTING RETAINER-GG		300.00		
3301406	HUB INTERNATIONAL	BENEFIT CONSULTING-GG		2,500.00		
JULY 2023	KANSAS GAS SERVICE	GG		122.66		
78	MIDWESTERN SECURITY LLC	AUG'23 INTRUSION MONITOR-GG		32.50		
JULY'23GG	MSC-410526 DOLLAR GENERAL	SUPPLIES-GG		196.54		
117848/910/600/808	NETWORK COMPUTER SOLUTIONS	CABLE,365,ANTI-VIRUS,SET-UP-GG		1,691.23		
8/24/23	PETTY CASH	50 SHEETS STAMPS/10 ADD OZ-GG		708.00		
111099	HAWLEY PRINTING SIR SPEEDY	DOG TAG BOOKS,BUS.CARDS SC-GG		213.58		
8/22/23	UNION STATE BANK	SEPT'23 MONTHLY PMT-GG		169.02		
01 GENERAL TOTAL				17,393.61		
POLICE						
8/15/23	AT&T	PHONES-POLICE		310.00		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	POLICE		10,862.48	11072009	9/05/23
8/22/23	CCARE	SEPT'23 MONTHLY PMT-POLICE		1,666.67		
7/16-8/12/23	CLAY COUNTY GENERAL	DISPATCHERS-POLICE		7,734.40		
99/91/59	MIKES SERVICE AND REPAIR	SERVICE '19/'20 CHARGER-POLICE		494.07		
JULY'23 POLICE	MSC-410526 DOLLAR GENERAL	SUPPLIES-POLICE		79.50		
JULY'23POLICE	NKC TIRE	TIRES-POLICE		780.68		
I-0S016203	INFORMATION TECHNOLOGIES INC	ANNUAL SOFTWARE FEE-POLICE		16,760.28		
AUG 24 2023	PETTY CASH	KBI POSTAGE-BR-POLICE		34.90		
194193	SALAVA VETERINARY CLINIC	K9 CARE-POLICE		109.74		
02 POLICE TOTAL				38,832.72		
FIRE						
AUG'23FIRE	AVERY AUTO PARTS INC	FUEL HOSE,HOSE CLAMP-FIRE		13.56		
46935	BAND BOX CLEANERS	UNIFORM SERVICE-FIRE		44.00		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	FIRE		11,198.14	11072009	9/05/23
254156	CASCO INDUSTRIES INC	COMPRESSED AIR-FIRE		1,831.00		
4163951528FIRE	CINTAS CORPORATION	SOAP,TOWELS-FIRE		38.85		
6/29/23	CORONADO AREA COUNCIL BOY SCOU	RECHARTER FEE-FIRE		468.75		
025226409	GALLS, LLC	DUTY UNIFORMS-FIRE		485.24		
JULY 2023	KANSAS GAS SERVICE	FIRE		116.33		
JULY'23FIRE	MSC-410526 DOLLAR GENERAL	SUPPLIES-FIRE		146.50		
AUG'23FIRE	PATTERSON HEALTH MART	POLISH,SUPPLIES-FIRE		72.91		

CLAIMS REPORT
Check Range: 8/26/2023- 9/05/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
2021513	TSI KANSAS, INC.	SERVICE,OIL CHANGE-FIRE		775.93		
05209388	UNIVERSAL LLC	WEED KILLER-FIRE		303.99		
		03 FIRE TOTAL		15,495.20		
	HIGHWAY					
AUG'23 ST	AVERY AUTO PARTS INC	CAR WASH-STREET		12.00		
859	BLOOM WELDING & REPAIR	FRONT SPRINGS-STREET		2,388.49		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	STREET		10,746.83	11072009	9/05/23
PS220048373/646	FOLEY INDUSTRIES, INC.	BACKHOE TEETH-STREET		208.26		
11W190385	KAN-EQUIP INC.	SKID STEER REPAIR-STREET		463.32		
JULY 2023	KANSAS GAS SERVICE	STREET		92.57		
24057368	WHITE STAR	SKID LOADER RENTAL-STREET		2,436.00		
		04 HIGHWAY TOTAL		16,347.47		
	PARK					
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	PARKS		5,854.18	11072009	9/05/23
5/8/23	BRUNA IMPLEMENT CO	GH AERO VATOR-PARKS		2,300.00		
4163951368/4713409/5	CINTAS CORPORATION	JEANS-PARKS		144.51		
JULY 2023	KANSAS GAS SERVICE	PARKS		118.14		
		06 PARK TOTAL		8,416.83		
	POOL					
13880183/50121	CASH-WA DISTRIBUTING	CONCESSION SUPPLIES-POOL		1,698.17		
JULY 2023	KANSAS GAS SERVICE	POOL		2,653.27		
		07 POOL TOTAL		4,351.44		
	CEMETERY					
35386	ACTION FLAG CO	FLAGS-CEMETERY		472.70		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	CEMETERY		3,088.26	11072009	9/05/23
JULY 2023	KANSAS GAS SERVICE	CEMETERY		47.32		
38902	MEL'S PUMP & PLUMBING	WATER HEATER-CEMETERY		510.20		
		08 CEMETERY TOTAL		4,118.48		
	MUNICIPAL COURT					
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	COURT		1,375.47	11072009	9/05/23
429/430	BRENDA JORDAN LAW OFFICE	CASE#22-137,23-11-COURT		990.10		
8/31/23	BOLTON & MCNISH LLC	MUNICIPAL JUDGE SERVICE-COURT		1,005.00		
117808	NETWORK COMPUTER SOLUTIONS	SC COMPUTER 1/2- COURT		653.91		
		09 MUNICIPAL COURT TOTAL		4,024.48		
		100 GENERAL OPERATING FUND TOTAL		110,815.76		
	AIRPORT					
	NON DEPARTMENT					
73	COLUMN SOFTWARE	AIRPORT ENGINEER AD-AIRPORT		58.57		
JULY 2023	KANSAS GAS SERVICE	AIRPORT		52.47		
MAY 2021	UNITED BANK & TRUST	AIRPORT CREDIT CARD CHARGES				

CLAIMS REPORT
Check Range: 8/26/2023- 9/05/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		00 NON DEPARTMENT TOTAL		111.04		
		210 AIRPORT TOTAL		111.04		
AUGUST 2020	PUBLIC RECREATION NON DEPARTMENT CLAY CENTER PUBLIC UTILITIES	PUBLIC RECREATION				
		00 NON DEPARTMENT TOTAL				
		235 PUBLIC RECREATION TOTAL				
8/15/23ARPA	ARPA FUND NON DEPARTMENT MCGEE ROOFING	STORAGE SHOP-ARPA		75,000.00		
		00 NON DEPARTMENT TOTAL		75,000.00		
		240 ARPA FUND TOTAL		75,000.00		
30170	SPECIAL GAS TAX NON DEPARTMENT MIDWEST PRODUCTS LLC	READY MIX-STREET		4,677.13		
		00 NON DEPARTMENT TOTAL		4,677.13		
		245 SPECIAL GAS TAX TOTAL		4,677.13		
IN1914081	RESERVE FUNDS NON DEPARTMENT MUNICIPAL EMERGENCY SERVICES	DUTY COAT/PANT-FIRE		498.00		
		00 NON DEPARTMENT TOTAL		498.00		
		260 RESERVE FUNDS TOTAL		498.00		
13452	POOL SALES TAX NON DEPARTMENT LEAK INVESTIGATORS LLC	LEAK DETECTION-POOL SALES TAX		575.00		
		00 NON DEPARTMENT TOTAL		575.00		
		400 POOL SALES TAX TOTAL		575.00		
	BLUE CROSS					

CLAIMS REPORT
Check Range: 8/26/2023- 9/05/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
AUGUST 2023	NON DEPARTMENT					
	AFLAC	HOUSING AUTHORITY		54.91		
SEPTEMBER 2023	VISION SERVICE PLAN -	HOUSING AUTHORITY		18.23		

	00	NON DEPARTMENT TOTAL		73.14		

	510	BLUE CROSS TOTAL		73.14		
AUGUST 2023	REFUSE DISPOSAL					
	NON DEPARTMENT					
	AFLAC	REFUSE		27.57		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	REFUSE		5,446.89	11072009	9/05/23
PR20210629	EMPOWER RETIREMENT	457- AFTER TAX				
PR20210727	EMPOWER RETIREMENT	457- AFTER TAX				
SEPTEMBER 2023	VISION SERVICE PLAN -	REFUSE		66.71		

	00	NON DEPARTMENT TOTAL		5,541.17		

	905	REFUSE DISPOSAL TOTAL		5,541.17		
AUGUST 2023	WASTE WATER					
	NON DEPARTMENT					
	AFLAC	WASTEWATER		178.38		
AUG'23WW	AVERY AUTO PARTS INC	HYD.FLUID,PATCH-WASTEWATER		166.11		
SEPTEMBER 2023	BLUE CROSS/BLUE SHIELD	WASTEWATER		9,569.48	11072009	9/05/23
10603	GRIGGS ELECTRIC	OUTLETS-WASTEWATER		425.33		
JULY 2023	KANSAS GAS SERVICE	WASTEWATER		86.44		
3020194-IN	KANSAS ONE-CALL SYSTEM	LOCATES-WASTEWATER		52.80		
7/17/23	KANSAS DEPARTMENT OF HEALTH	PROJ C20171201 PRINCIPAL-WW		35,634.86		
8/15/23WW	MCGEE ROOFING	STORAGE SHOP-WASTEWATER		4,664.58		
170444/1068	SMITH & LOVELESS INC	VALVES-WASTEWATER		1,892.81		
05209861	UNIVERSAL LLC	SEWER SOLVENT-WASTEWATER		976.84		
41252P	VALLEYWIDE SALES INC	OXYGEN-WASTEWATER		42.00		
SEPTEMBER 2023	VISION SERVICE PLAN -	WASTEWATER		80.18		

	00	NON DEPARTMENT TOTAL		53,769.81		

	910	WASTE WATER TOTAL		53,769.81		
		Accounts Payable Total		251,061.05		
				=====		
		Invoices: Paid		65,414.20		
		Invoices: Scheduled		185,646.85		

(Published in the Clay Center Dispatch September 12, 2023)

ORDINANCE NO. 2462

AN ORDINANCE RELATING TO ZONING IN THE CITY OF CLAY CENTER,
KANSAS, RE-ZONING THE FOLLOWING DESCRIBED REAL ESTATE
LOCATED AT :

LOTS NINETEEN (19) AND TWENTY (20) IN BLOCK SEVENTY-FIVE (75) OF THE
ORIGINAL TOWNSITE OF CLAY CENTER, CLAY COUNTY, KANSAS.

ALSO KNOWN AS: 729 BRIDGE STREET

FROM R-1 TO C-2 GENERAL COMMERCIAL DISTRICT

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CLAY CENTER,
KANSAS;

Section 1: Has reviewed the request for re-zoning and has observed that the City Planning Commission has followed the City Code, City Zoning Ordinance as adopted by the City November 3, 2015, and State Statutes with regards to the procedures required, in notifying adjacent landowners and holding a public hearing.

Section 2: Has carefully considered the matter of re-zoning all of the following tract of real estate:

LOTS NINETEEN (19) AND TWENTY (20) IN BLOCK SEVENTY-FIVE (75)
OF THE ORIGINAL TOWNSITE OF CLAY CENTER, CLAY COUNTY,
KANSAS.

to C-2, General Commercial District.

Section 3: By application duly made to the Planning Commission, by the Owner of said real estate, with more than twenty (20) days' notice, publication was made in the official City newspaper by the City Planning Commission of the public hearing regarding the advisability of placing said lots in C-2, General Commercial District, and said hearing was conducted, pursuant to K.S.A. 12-757 by the Planning Commission on August 15, 2023, at 7:30 a.m. at City Hall, 427 Court Street, Clay Center, Kansas. After hearing, the Planning Commission has recommended to the Governing Body after a unanimous favorable vote of 6 Yays and 0 Nays, that said Lot be placed in Zone C-2 General Commercial District pursuant to the property owner's request.

Section 4: That the following described real estate:

LOTS NINETEEN (19) AND TWENTY (20) IN BLOCK SEVENTY-FIVE (75)
OF THE ORIGINAL TOWNSITE OF CLAY CENTER, CLAY COUNTY,
KANSAS.

Also known as 729 Bridge Street, Clay Center, Kansas 67432

Be placed in and hereinafter designated as C-2 General Commercial District, as
defined by the City Zoning Ordinance, adopted by the City Council of the City of
Clay Center on November 3, 2015.

Section 5: That the official Zoning Map shall be amended to reflect said amendment in zoning.

Section 6: This Ordinance shall be effective upon publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON SEPTEMBER 5,
2023.

James R. Thatcher, Jr., Mayor

ATTEST:

Kerry Rozman, City Clerk
(SEAL)

(Published in the Clay Center Dispatch September 12 & 19, 2023)

RESOLUTION NO. 1660

A RESOLUTION FIXING A TIME AND PLACE FOR A HEARING TO BE HELD BEFORE THE GOVERNING BODY OF THE CITY OF CLAY CENTER, KANSAS, WHEREIN THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, OCCUPANTS, AND OTHER PARTIES IN INTEREST OF CERTAIN PROPERTY MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURES LOCATED AT 1235 LINCOLN, CLAY CENTER, KANSAS, AND LEGALLY DESCRIBED BELOW, SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS BEING UNSAFE OR DANGEROUS.

WHEREAS, the Public Officer of the City of Clay Center, Kansas, did initially, on June 23, 2023, file with the governing body of said City, a statement in writing that the structures, including, but not limited to, the house, garage, shed, and any other outbuildings, hereinafter described are unsafe and dangerous.

WHEREAS, the Public officer of the City of Clay Center, Kansas, did, on June 23, 2023 perform and update review of said property and found that no actions, with regards to the dangerous structure on said property, have been taken.

IT IS HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLAY CENTER, KANSAS;

That a hearing will be held on November 7, 2023, at 5:30 p.m., before the governing body of the City of Clay Center, 427 Court Street, Clay Center, Kansas, wherein the owner, agent, any lien holders and/or occupants of the following described real estate may appear and show cause why all of the structures located on that real estate should not be condemned and ordered either repaired or demolished.

1235 Lincoln

LOTS EIGHTEEN (18), NINETEEN (19) AND TWENTY (20) IN BLOCK THREE (3) OF LINCOLN HEIGHTS ADDITION TO THE CITY OF CLAY CENTER, CLAY COUNTY, KANSAS.

This Resolution shall be published in the local newspaper, once per week for two (2) consecutive weeks and said hearing is scheduled for more than 30 days after the last publication of this Resolution.

A copy of this Resolution shall be mailed by Certified Mail, within three (3) days after the 1st date of publication, to the Owner, agent, any lienholder and/or occupants at their last known address.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR, ON SEPTEMBER 5, 2023.

James R. Thatcher, Jr., Mayor

ATTEST:

Kerry Rozman, City Clerk

CONTRACT AGREEMENT

**CITY OF CLAY CENTER
CLAY CENTER MUNICIPAL AIRPORT (CYW), CLAY CENTER, KANSAS
SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION
AIP No. 3-20-0010-018-2023**

THIS AGREEMENT, made as of _____, 2023, is

BY AND BETWEEN

the OWNER:

City of Clay Center
427 Court Street
Clay Center, KS, 67432

And the CONTRACTOR:

KanEquip, Inc.
18035 E. US Highway 24
Wamego, KS 66547

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the **Clay Center Municipal Airport (CYW)** generally described as follows; **Snow Removal Equipment (SRE) Acquisition**, hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General **Terms and Conditions**, Supplementary Provisions, Technical Specifications, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

(Numerals)	<u>\$ 484,072.00</u>
(Words)	<u>\$ Four hundred and eighty four thousand, seventy-two dollars and zero</u> <u>cents</u>

for bid items numbered 1 and 2 as shown in the schedule of prices bid and the attached proposal which is part of this contract.

Subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Terms and Conditions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within the **prescribed calendar days, the PROPOSAL** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Terms and Conditions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the

non-penal sum prescribed in the **PROPOSAL** for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of **manufacture** in connection with completion of the **project** Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Alfred Benesch & Company
2627 KFB Plaza, Suite 102 W
Manhattan, KS 66503**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

Name:

City of Clay Center

Address:

427 Court Street
Clay Center, KS, 67432

By:

Signature
Title of Representative

CONTRACTOR

Name:

KanEquip, Inc.

Address:

18035 E. US Highway 24
Wamego, KS 66547

By:

Signature
Public Sector Sales Manager
Title of Representative

ATTEST

By:

Signature
Title

ATTEST

By:

Signature
Daron Toll
office Assistant
Title



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: Q007575
Order Date: 04/26/2023
Valid Until: 07/25/2023
Sales Person: Tameka Kueser
Customer ID: 104754
Payment Terms:

Job Site:

City of Clay Center
427 Court Street
Clay Center KS 67432
United States of America

Bill to:

City of Clay Center
427 Court Street
Clay Center KS 67432
United States of America

*** This Quote has not been approved by Hydro-Klean Management! ***

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

Scope of Work – Monoform Fully Structural Concrete Liner Complete:

Projected probable project cost to perform the following tasks on a unit cost basis:

HK Solutions Group will provide all equipment, labor, and material to remove existing castings, demo existing chimney sections, rebuild existing bench and inverts as needed providing smooth flow lines from inlet piping to outlet piping, internally bypass and block-out any inside mainline or lateral drop pipe connections, Monoform new wall sections with formed concentric cones to elevation, either reset original or supply and install new sanitary sewer castings at grade where indicated, supply and install SSI external chimney seals where indicated and provide turf restoration and/or hi-early strength concrete pavement patches as required.

Our only request is that the City of Clay City pick up and dispose of the construction debris (pavement, chimney demo rubble, old castings, etc.) generated from the process. Pricing per manhole unit is complete. A charge for crew & equipment mobilization is included to cover travel time, fuel, crew lodging and per-diems.

Variations in the work scope will require execution of a change order.

NO.	ITEM	QTY.	UOM	PRICE	Amount
1	Monoform - 13th & Grant	1.0000	EACH	5,500.0000	5,500.00
2	Monoform - 8th & Prospect	1.0000	EACH	7,200.0000	7,200.00
3	Monoform - 730 Arthur	1.0000	EACH	6,600.0000	6,600.00
4	Monoform - 1411 4th Street	1.0000	EACH	7,300.0000	7,300.00
5	Monoform - Business Alley	1.0000	EACH	7,100.0000	7,100.00
6	10% Educational Demonstration Discount	1.0000	EACH	-3,370.0000	-3,370.00
7	Mobilization	1.0000	EACH	3,600.0000	3,600.00

*NOTE: Quote does not include any applicable taxes

Prepared By: Tameka Kueser
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

*Quote Total: 33,930.00