

Tuesday, March 2, 2021 - 3:00 p.m.

Via Zoom – <https://us02web.zoom.us/j/7516300035> or 312.626.6799 Meeting ID: 751 630 0035

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## 1. CALL MEETING TO ORDER

\_\_\_\_\_ Vacant  
\_\_\_\_\_ Todd Brown (T)

\_\_\_\_\_ Dan Garber (VC)  
\_\_\_\_\_ Josie Thompson (C)

\_\_\_\_\_ Vacant

## 2. APPROVAL OF MINUTES

a. February 2, 2021

## 3. ANNOUNCEMENTS

## 4. FINANCIAL REPORT – Treasurer

## 5. PROPERTY REPORT – Staff

## 6. OLD BUSINESS

a. Update on 00000 E Harvey Street

## 7. NEW BUSINESS

a. Renewal of Mowing Contract for 2021

## 8. OTHER

a. The next Land Bank Board of Trustees meeting is scheduled for Tuesday, April 6, 2021.

b. Adjourn



# Minutes

# Land Bank Board of Trustees

Tuesday, February 2, 2021 - 3 PM  
City Hall, 125 E Avenue B

City of Hutchinson, Kansas

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## 1) CALL TO ORDER, ROLL CALL

The meeting was called to order via Zoom at 3:00 p.m. with the following members present: Dan Garber (2/2), Josie Thompson (2/2), and Todd Brown (2/2). Planning Staff in attendance were Ryan Hvitløk, Director of Planning and Development; and Charlene Mosier, Planning Technician.

## 2) APPROVAL OF MINUTES

The minutes from January 5, 2021 were approved on a motion by Garber, seconded by Brown, passed unanimously.

## 3) ANNOUNCEMENTS

- a. None.

## 4) FINANCIAL REPORT

The financial report was given by Brown. The current balance is \$15,247.41. The City Council approved an infusion of \$10,000. The cost to publish the annual report in The Hutchinson News was \$247.52. It was suggested we may be able to publish a smaller notice in the newspaper and publish the full report on the City website. Motion by Garber, seconded by Thompson to approve the financial report, passed unanimously.

## 5) PROPERTY REPORT

- a. Hvitløk said there was nothing new to report.

An application to donate property to the Land Bank was received by Staff today.

## 6) OLD BUSINESS

- a. Update on 00000 E Harvey Street

Hvitløk gave an update that Ms. Moreno has a family member who does tree removal and she may have the tree removed rather than having the City remove it. She may be providing a counter offer on the price of the lot. Garber asked if we can sell her the lot with the tree on it. When the property is in her name, the tree would be her responsibility. Staff will check with the City Attorney.

Ms. Moreno was not present at the meeting and the Land Bank members asked to place this item on the next meeting agenda.

**7) OTHER**

- a. The next Land Bank Board of Trustees meeting is scheduled for Tuesday, March 2, 2021.
- b. The meeting was adjourned at 3:16 p.m.

Respectfully Submitted,

Charlene Mosier, Planning Technician

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Attest: \_\_\_\_\_

DRAFT

**2021 Land Bank Financial Ledger**

#186061502 Land Bank

Date	Item	Income	Expenses	Status
1/1/2021	Starting Balance	\$5,569.27		
1/19/2021	2021 Land Bank Allocation (City)	\$10,000.00		
1/29/2021	Annual Report Publication Fee - Hutchinson News		\$247.52	Paid
1/29/2021	Refund from Reno Co. for Taxes	\$368.00		
		\$15,937.27	-\$247.52	\$15,689.75



## Land Bank Staff Report

MEETING DATE: 3/2/2021

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February 23, 2021

**TO:** Land Bank Board of Trustees

**FROM:** Ryan Hvitlæk, AICP  
Director of Planning & Development

**THROUGH:** Jeff Cantrell  
City Manager

**SUBJECT: 2021 Mowing Services Bid Award**

**MOTIONS NEEDED:**

- 1) Motion to (approve / modify and approve / return to staff) extending the 2020 Mowing Services award for 2021 as permitted in the approved Mowing Services contract.

**BACKGROUND:**

On April 7, 2020, the bid selection committee held the bid opening conference for RFP 20-01 for mowing Land Bank properties. The results of the bid opening were in favor of Sisk Lawn Care in the total amount of \$331.00 per mowing session. The contract LB1-20 permits a one-year extension of the contract until October 31, 2021 by mutual consent of the contractor and the City of Hutchinson. The mowing cost for 2021 will be \$272.00 per mowing session due to New Beginnings maintaining 214, 216, 218 West 6<sup>th</sup> Avenue as part of their First Right of Refusal.

A copy of the signed contract is attached as Exhibit A.

**STAFF RECOMMENDATION:**

Staff recommends extending the 2020 Mowing Services contract with Sisk Lawn Care until October 31, 2021 in the amount of \$272.00 per mowing session, as listed on their bid.

Attachments:

Exhibit A: Contract LB1-20 Mowing Services

# CONTRACT LB1-20

THIS AGREEMENT, Made and entered into this 7th day of April, 2020 by and between THE HUTCHINSON LAND BANK the "Owner" and SISK LAWN CARE OWNER MATT SISK 47 RANDOM ROAD, HUTCHINSON, KANSAS, 67502, the "Contractor".

WITNESSETH: That for and in consideration of the mutual promises herein contained, the parties agree as follows:

1. The Contractor shall furnish all labor, equipment accessories and material and shall perform all work specified in the Bid Documents #20-01, for mowing of properties as follows, in a good, substantial and workmanlike manner, and in strict accordance with the specifications contained in Bid Documents #20-01 and by or on behalf of the Owner for the total sums specified per weekly service for the period of April 20, 2020 to October 31, 2020, terms effective through those dates and renewable by mutual consent of the contractor and the City of Hutchinson for a period not beyond October 31, 2021. The signature and dating by the Contractor on this agreement shall be construed as the Construction Order.

This agreement may be terminated by the City upon seven (7) days written notice in the event of substantial failure by the Contractor to perform in accordance with the terms or for failing to provide reasonable service according to prevailing standards of the industry in the area of the State and/or if the Contractor failed to meet the provision of this agreement. Either party may terminate this agreement upon thirty (30) days written notice if the other party has not provided, in the option of the party, satisfactory compliance to the agreement, and only after written notice. Performance under this agreement is subject to strikes, lockouts, wars, acts of God and any condition beyond the Contractor's control

2. It is further agreed, that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the monthly sum due him by reason of said faithful performance to the work, in the amounts certified by the Owner, in accordance with the provisions of the Specifications, and as set forth in the Bid as accepted by Owner. The City shall not be obligated to make any payments to the contractor by the terms of this contract except those payments that can lawfully be made from funds budgeted and appropriated for the purpose during the City's current budget year or from funds made available from any lawfully operated revenue producing source.
3. The Contractor shall procure and maintain during the life of this contract, Contractor's Comprehensive General Liability Insurance which shall include premises - operations (including explosion, collapse and underground coverage), independent contractors, completed operations, and blanket contractual liability on all written contracts including broad form property damage coverage. The policy shall protect the Contractor and any subcontractor performing work covered by this Contract, for claims for damages for bodily injury, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be written for not less than limits of liability as follows:

Comprehensive General Liability:

1. Bodily Injury \$500,000 Each Occurrence
2. Property Damage \$500,000 Each Occurrence
3. Medical Expenses (any one person) \$5,000 Each Occurrence

Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

4. It is hereby further agreed that the work "he" or "him" wherever used herein as referring to the Contractor, shall be deemed to refer to said Contractor, whether a corporation, partnership or individual: and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.
5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set in the Request for Bid and General Specifications, and are hereby made a part of this agreement as fully as if set out at length herein.
6. Contractor assumes all risks of delays occasioned by injunction, lawsuits, or restraining orders and it is distinctly understood that Owner shall be in no manner held responsible for damages or otherwise for delay or suspension of work occasioned by injunction, lawsuits, or restraining orders caused by the default or neglect of Contractor.
7. Owner shall have the right of five (5) days written notice if necessary to require Contractor to suspend the work for any part thereof. Contractor will, however, in such event be entitled to receive full payment for all material delivered, and supervision proportionate to the amount of work complete by him under contract, at the prices herein in named. Determination of the amount due the Contractor in this event will be in the same manner except as to amount, as if the work had been completed. Such final payment shall not include any allowance to Contractor for any anticipated profits that might have accrued from the completion of said work, and Contractor agrees that he will accrued no claim for damages against Owner on account hereof.

At any time after Contractor has suspended operations, either in whole or in part, Contractor will resume operations as requested by Owner, and upon receipt of written notice from Owner that Owner desires operations resumed, Contractor shall within ten (10) days resume work upon the contract and diligently carry on the same.

8. Contractor assumes all risks of delays occasioned by injunction, lawsuits, or restraining orders and it is distinctly understood that Owner shall be in no manner held responsible for damages or otherwise for delay or suspension of work occasioned by injunction, lawsuits, or restraining orders caused by the default or neglect of Contractor.
9. Contractor further agrees to hold Owner free and harmless from all loss or damage caused by the neglect of duty or malfeasance of contractor or their agents or employees in the performance of this Contract.
10. All provisions of the Contractor's Bid, attached hereto as Attachment 1, shall be incorporated herein by reference as though fully set forth herein.

11. The undersigned hereby certifies that he is not delinquent in personal or real estate property taxes on his place of business to Reno County, Kansas.

IN WITNESS WHEREOF, the parties have caused this to be duly executed the day and year first herein written, in triplicate, all copies of which to all intents and purposes shall be considered as the original.

APPROVED BY:

Paul V. Brown  
City Attorney

OWNER REPRESENTATIVE:

HUTCHINSON LAND BANK  
Josie Thompson  
JOSIE THOMPSON,  
CHAIRMAN HUTCHINSON LAND BANK

CONTRACTOR:

SISK LAWN CARE - MATT SISK, OWNER

BY Matt Sisk  
Owner / Operator  
Office of Position of Signer



**HUTCHINSON LAND BANK SEALED BID FORM**

**PAGE 1 of 2**

Please quote your delivered prices to the Hutchinson Land Bank Board of Trustees on items or services listed below. Consult attached minimum and general specifications for requirements. This is not an order.

**BID NO. 20-01 BID SUBMITTAL DEADLINE: Noon C.D.T. on April 3, 2020**

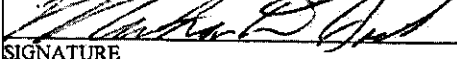
**PUBLIC BID OPENING TIME: 3:00 P.M. C.D.T. on April 7, 2020**

**INSTRUCTIONS:**

**THIS FORM MUST BE PROPERLY COMPLETED AND RETURNED BY MAIL OR IN PERSON TO:** The City of Hutchinson, Planning & Development Department, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas 67504- 1567. **RETURN PRIOR TO Noon on April 3, 2020.** Bids are to be made on this SEALED BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper left portion of this sheet (to avoid premature opening of the Bid), and **returned to the Planning & Development Department (see above address).** Failure to mark your Bid may cause your Bid to not be considered during official opening. Bids will be publicly opened and read at the above stated time in the Executive Conference Room, 125 E Avenue B, Hutchinson, Kansas. Bids not submitted pursuant to the conditions set out in this request may be rejected. All Bids received after the stated opening date and time will be returned unopened to the vendor. Questions may be directed to Jim Seitnater, Land Bank, City of Hutchinson (620) 694-2677.

The Hutchinson Land Bank reserves the right to reject part or all of any bid and to waive formalities. All bids are subject to the Hutchinson Land Bank's discretion. The Hutchinson Land Bank reserves the right to divide purchases among vendors to accomplish the best gross price and to make the final decision as to acceptability of quality and price, found on page 2 of the Sealed Bid Form.

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE HUTCHINSON LAND BANK, A CONTRACT SHALL THEREBY BE CREATED. THIS BID FORM MUST BE SIGNED.

  
SIGNATURE

Owner/Operator  
TITLE

**ORDERING ADDRESS/CONTACT:**

Sisk Lawn Care  
VENDOR COMPANY NAME  
47 Random Rd  
STREET ADDRESS  
Hutchinson, KS 67502  
CITY/STATE/ZIP  
620-966-2652  
TELEPHONE NUMBER      CELL PHONE  
ADDRESS

**REMITTANCE ADDRESS (IF DIFFERENT):**

\_\_\_\_\_  
REMITTANCE NAME  
\_\_\_\_\_  
REMITTANCE ADDRESS  
\_\_\_\_\_  
REMITTANCE CITY/STATE/ZIP  
\_\_\_\_\_  
FAX NUMBER      E-MAIL

**HUTCHINSON LAND BANK SEALED BID FORM**  
**PAGE 2 of 2**


Please quote your bid prices to the City of Hutchinson on items or services listed below. Consult attached Specifications and General Conditions for requirements. **This is not an order.**

ITEM NO	PROPERTY DESCRIPTION - PER THE ATTACHED SPECIFICATIONS	TOTAL BID PER MOWING
#1	00000 N WALNUT (1 LOT LOCATED APPROX. N WALNUT & E 9 <sup>TH</sup> AVENUE)	28
#2	316 E AVENUE E	24
#3	00000 E 7 <sup>TH</sup> AVENUE (1 LOT LOCATED APPROX. N MAPLE & E 7 <sup>TH</sup> AVENUE)	27
#4	00000 E HARVEY STREET (1 LOT LOCATED APPROX. E HARVEY STREET S POPLAR STREET)	29
#5	539 & 541 E AVENUE A (2 LOTS LOCATED APPROX. E AVENUE A & S FORD STREET)	39
#6	712 S MAPLE STREET	42
#7	00000 E OSBORNE STREET (1 LOT LOCATED APPROX. E OSBORN STREET & S POPLAR STREET)	26
#8	915 E AVENUE A (1 LOT LOCATED APPROX. E AVENUE A & S REFORMATORY STREET)	28
#9	824 E 7 <sup>TH</sup> AVENUE (1 LOT LOCATED APPROX. E 7 <sup>TH</sup> AVENUE & N SEVERANCE STREET)	29
#10	214, 216, & 218 WEST 6 <sup>TH</sup> AVENUE	59
<b>TOTAL BID IF ALL JOBS ARE AWARDED TO YOUR COMPANY INCLUDING ALL DISCOUNTS</b>		<b>331</b>

CERTIFICATION OF PAID PERSONAL AND REAL ESTATE TAXES

In compliance with this request, the following certification on property owned within Reno County must be completed and returned with the quotations in accordance with the City's policy on delinquent property taxes.

- A.  "The owner(s) or corporation hereby certifies that all personal and real estate taxes within Reno County are paid."  
B.  "No property is owned by the owner(s) or corporation within Reno County."

DATE: 4-01-20 SIGNATURE:   
COMPANY: Sisk Lawn Care NAME OF SIGNEE: Matthew D. Sisk  
TELEPHONE NUMBER: 620-966-2652 TITLE OF SIGNEE: Owner/Operator

PLEASE NOTE: This form is to be attached to the proposal when the quotation is submitted.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>REDINGER AGENCY INC</b> <b>PO Box 1542</b> <b>Hutchinson, KS 67504</b>	<b>CONTACT NAME:</b> REX <b>PHONE (A/C. No. Ext):</b> (620)662-9008 <b>E-MAIL ADDRESS:</b> redingeragency@gmail.com	<b>FAX (A/G. No):</b> (620)662-6746
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>SISK LAWN CARE</b> <b>MATT SISK</b> <b>47 RANDON RD</b> <b>HUTCHINSON, KS 67502</b>	<b>INSURER A:</b> THE HARTFORD	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			84SBABA5615	11/13/2019	11/13/2020	EACH OCCURRENCE	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 500,000
	OTHER:						GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHE-R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Hutchinson Land Bank  
 125 E B  
 Hutchinson KS 67501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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