



Meeting Agenda

Tuesday, February 5, 2019 - 3:00 p.m.
Executive Conference Room, 125 E. Avenue B, Hutchinson, Kansas

1. CALL MEETING TO ORDER

_____ Sue Poltera (C)
_____ Todd Brown

_____ Dan Garber (VC)
_____ Josie Thompson

_____ James Gilliland (T)

2. APPROVAL OF MINUTES

a. January 8, 2019

3. ANNOUNCEMENTS

4. FINANCIAL REPORT – Treasurer

5. PROPERTY REPORT – Barlow

6. OLD BUSINESS

a. 425 East Avenue E Counter-offer Update – Barlow
The applicant (Racheal Day) has verbally accepted the \$250.00 counter-offer and will meet with Staff on Tuesday, February 12, 2019, to pay for the property and sign the deed.

7. NEW BUSINESS

a. Mowing and Tree Trimming Selection Committee – Barlow

8. OTHER

a. The next Land Bank Board of Trustees meeting will be on Tuesday, March 5, 2019.
b. Adjourn

Item 2a

Minutes

Land Bank Board of Trustees

Tuesday, January 8, 2019 - 3 PM
City Hall, 125 E Avenue B

City of Hutchinson, Kansas

1) CALL TO ORDER, ROLL CALL

The meeting was called to order at 3:00 p.m. with the following members present: James Gilliland (1/1), Dan Garber (1/1), Josie Thompson (1/1), Todd Brown (1/1) and Sue Poltera (1/1). Planning Staff in attendance were: Jim Seitnater, Director of Planning and Development; Aaron Barlow, Associate Planner; and Charlene Mosier, Planning Technician. City Councilmember, Steve Dechant, was also in attendance.

2) ELECTION OF OFFICERS

- a. Chair Person
- b. Vice Chair Person
- c. Treasurer

A motion was made by Thompson, seconded by Brown to keep the current officers of Poltera as Chair, Garber as Vice Chair and Gilliland as Treasurer. The motion passed unanimously.

3) APPROVAL OF MINUTES

The minutes from December 4, 2018 were approved on a motion by Garber, seconded by Gilliland, passed unanimously.

4) ANNOUNCEMENTS

- a. Barlow gave an update that he has not been able to get in touch with the applicant about purchasing the property at 425 E Avenue E. Now that the holidays are over, he will continue trying to contact her.

5) FINANCIAL REPORT

The financial report was given by Gilliland. The current balance is \$19,220.23 and reflects the \$7,000 added to the account by City Council approval. Motion by Garber seconded by Brown to accept the Financial Report as presented, passed unanimously.

6) PROPERTY REPORT

Barlow reviewed the Land Bank Property Expense report included in the agenda packet and said a correction was made to the report for a lawn that was mowed in June, 2018.

7) OLD BUSINESS

a. Tree Trimming Request for Proposals Update

Barlow met with the City Parks Department about the option of removing trees on Land Bank properties. The property on Osborne Street has three dead trees that would be fairly easy to remove. The Parks Department can do the work but it will be late in the year before they could get to the project. It would be faster to bid out the project.

The Harvey Street property has a tree with a cavity in the back which will make this project more complicated and the tree will be more difficult to remove, making it a more costly project.

Due to the backlog in the Parks Department, Barlow suggested moving forward with the bids to see what the costs would be for tree removal on these properties. If the bids are significantly more than we want to pay, we could ask the Parks Department to move us up on their priority list.

8) OLD BUSINESS

a. 2018 Annual Report

The Land Bank members reviewed the 2018 Annual Report. Barlow said a public notice about the report must be in the newspaper by January 31. The report will also be available on the City website. The City Council will approve or modify the report at its January 15 meeting. Gilliland would like a page added to the report telling the success story of the infill property completed in 2017 with the construction of the home built by Eddie Spellman on a Land Bank property. There were no Land Bank properties sold in 2018. The 2018 Annual Report was approved with the modifications on a motion by Gilliland, seconded by Garber, passed unanimously.

b. Letter of Interest for Bradley Burnett

Barlow said New Beginnings would like to acquire lots behind Dillons on 6th Avenue for a future housing project in the proposed Allen neighborhood. This property on the corner of 6th and Jefferson had a large home on it that was recently demolished. The property is adjacent to lots owned by Bruce Griffin. The Land Bank would be interested in accepting the donation of the lot in exchange for waiving the demolition fees. Seitnater said this would be an ideal location to rebuild affordable homes after removing unlivable properties in a target neighborhood. The Land Bank members would like the letter of interest amended to encourage donation of the property to the Land Bank in exchange for waiving the demolition fees.

9) OTHER

- a) The next Land Bank Board of Trustees meeting is scheduled for Tuesday, February 5, 2019.

b) The meeting was adjourned at 3:28 p.m.

Respectfully Submitted,

Charlene Mosier, Planning Technician

Approved this _____ day of _____

Attest: _____

Item 6a



Hutchinson Land Bank

January 14, 2018

Racheal Ann Day
202 Walker Street
Hutchinson, KS 67501

RE: Application to Purchase Land Bank Property – 425 E Avenue E, Hutchinson, KS 67501

Dear Ms. Day:

Thank you for your application to purchase the property located at 425 East Avenue E, which is currently held by the Hutchinson Land Bank. This letter is to advise you that your application has been reviewed by the Hutchinson Land Bank Board of Trustees. After discussing your application, the board counter-offered \$250.

Per our phone conversation on January 10, 2019, you verbally agreed to the counter-offer. Please provide me a written acceptance if this request is acceptable. If you accept the counter-offer, we will begin the title transfer process and you will need to attend the Board's next meeting on February 5, 2019, at 3:00 in the Executive Conference Room at City Hall (125 East Avenue B in Hutchinson). I will also provide you with necessary information should you accept the Board's counter-offer.

The Hutchinson Land Bank was formed under the authorization of K.S.A. 12-5901 et al. The mission of the Land Bank is to efficiently acquire, manage and transform vacant, abandoned, and tax-foreclosed property into productive use. The Board has the authority to accept or reject any offer to purchase property held by the Land Bank.

Thank you for your patience through the application process. If you have any further questions, feel free to contact me at 620.259.4198 or at aaron.barlow@hutchgov.com.

Sincerely,

Aaron Barlow, Associate Planner
City of Hutchinson
Hutchinson Land Bank

Land Bank Board of Trustees
c/o Department of Planning & Development
PO Box 1567
125 E Avenue B
Hutchinson, KS 67501-1567
Phone: 620.259.4198

Aaron Barlow

From: Aaron Barlow
Sent: Tuesday, January 29, 2019 11:47 AM
To: Racheal Day
Cc: Planning
Subject: RE: Counteroffer for 435 East Avenue E

Racheal,

Would 3:00 pm that day at City Hall (125 East Avenue B) work for you? Also, we still need written confirmation that \$250 is acceptable for you.

Thank you,

Aaron Barlow

Associate Planner | Planning and Development | City of Hutchinson
620.259.4198

From: Racheal Day <rachealday@rocketmail.com>
Sent: Friday, January 25, 2019 6:34 PM
To: Aaron Barlow <Aaron.Barlow@hutchgov.com>
Subject: Re: Counteroffer for 435 East Avenue E

Yes Aaron, that would work for my schedule.

Sent from my iPhone

On Jan 25, 2019, at 5:14 PM, Aaron Barlow <Aaron.Barlow@hutchgov.com> wrote:

Racheal,

Would you be able to meet on February 12, 2019 to purchase the Land Bank lot at 425 East Avenue and sign the necessary paperwork?

Let me know if you family is still interested in purchasing the lot.

Sincerely,

Aaron Barlow

Associate Planner | Planning and Development | City of Hutchinson
620.259.4198

<image001.jpg>

From: Aaron Barlow
Sent: Tuesday, January 15, 2019 1:48 PM
To: 'Racheal Day' <rachealday@rocketmail.com>
Cc: Jim Seitnater <JimS@hutchgov.com>; Amy Allison <Amy.Allison@hutchgov.com>
Subject: RE: Counteroffer for 435 East Avenue E

Racheal,

I spoke with staff and you do not need to be at the meeting on February 5th. Any day in February should work. We just need your signature and a check for the \$250. I also need a written response stating you accept the \$250 counter-offer.

Let me know what day works for you. We are available any weekday from 8:00 am to 5:00pm.

Sincerely,

Aaron Barlow
Associate Planner | Planning and Development | City of Hutchinson
620.259.4198

From: Racheal Day <rachealday@rocketmail.com>
Sent: Tuesday, January 15, 2019 11:17 AM
To: Aaron Barlow <Aaron.Barlow@hutchgov.com>
Subject: Re: Counteroffer for 435 East Avenue E

Aaron,

I will be away on business on February 5th. Does this change anything? Please let me know the steps I will need to take.

Thank you,
Racheal Day

On Jan 14, 2019, at 4:59 PM, Aaron Barlow <Aaron.Barlow@hutchgov.com> wrote:

Dear Racheal,

The Land Bank Board of Trustees reviewed your request to purchase the property located at 425 East Avenue E. Attached is their official counter-offer letter. Please reply with a written acceptance if their counter-offer is acceptable for you.

Thank you for your patience through this process.

Sincerely,

Aaron Barlow
Associate Planner | Planning and Development | City of Hutchinson
620.259.4198

<image001.jpg>

<18-LBP-01 Counteroffer Letter.pdf>

January 29, 2019

TO: Land Bank Board of Trustees

FROM: Aaron Barlow
Associate Planner

THROUGH: Jim Seitnater
Interim Planning & Development Director

SUBJECT: 2019 Mowing and Tree Trimming Selection Committee

MOTIONS NEEDED:

- 1) Motion to (approve / deny) draft agreements for mowing and tree trimming services.
- 2) Motion to establish and appoint two Land Bank Board members to the 2019 Mowing and Tree Trimming Services Selection Committee.

TIMELINE:

Wednesday, February 6, 2019 – Pre-bid conference for mowing services bid (9:00 am) and tree trimming services bid (1:00 pm).

Wednesday, February 13, 2019 – bid opening for mowing services (1:30 pm) and tree-trimming services (2:00 pm). ***Committee member attendance required***

March 5, 2019 – Land Bank Board meets to consider selection committee recommendations.

STAFF RECOMMENDATION:

Staff recommends approval of the draft Agreements for mowing and tree-trimming services.

Attachments:

Exhibit A: 2019 Draft Mowing Services Agreement

Exhibit B: 2019 Draft Tree Trimming Services Agreement

CONTRACT _____

THIS AGREEMENT, Made and entered into this 1st day of March, 2019 by and between THE HUTCHINSON LAND BANK BOARD OF TRUSTEES, the "Owner" and _____, _____, HUTCHINSON, KANSAS, 6750_, 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 19-01, for mowing of properties as follows, in a good, substantial and workmanlike manner, and in strict accordance with the specifications contained in Bid Documents 19-01 and by or on behalf of the Owner for the total sums specified per bi-weekly service for the period of March 1, 2019 to October 31, 2019, 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, 2020. The signature and dating by the Contractor on this agreement shall be construed as the Work Order.

This agreement may be terminated by the Owner 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 fails 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 opinion 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.

| Item # | PROPERTY DESCRIPTION | Price/Mowing |
|--------------------------------------|---|---------------------|
| #1 | 00000 E Avenue C (5 lots located approx. E Avenue C & S Maple Street) | \$ |
| #2 | 00000 N walnut (1 lot located approx. N Walnut & E 9 th Avenue) | \$ |
| #3 | 425 E Avenue E | \$ |
| #4 | 316 E Avenue E | \$ |
| #5 | 15 W 8 th Avenue | \$ |
| #6 | 00000 e 7 th Avenue (1 lot located approx. N Maple & E 7 th Avenue) | \$ |
| #7 | 00000 E Harvey Street (1 lot located approx. E Harvey Street S Poplar Street) | \$ |
| #8 | 00000 E Avenue A (1 lot located approx. E Avenue A & S Ford Street) | \$ |
| #9 | 712 S Maple Street | \$ |
| #10 | 00000 E Osborne Street (1 lot located approx. E Osborn Street & S Poplar Street) | \$ |
| #11 | 00000 E Avenue A (1 lot located approx. E Avenue A & S Reformatory Street) | \$ |
| TOTAL INCLUDING ALL DISCOUNTS | | \$ |

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 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 Owner 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 Owner'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 completed by him under contract, at the prices herein 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 accrue 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:

OWNER REPRESENTATIVE:
HUTCHINSON LAND BANK BOARD OF TRUSTEES

City Attorney

Sue Poltera, Chairperson

CONTRACTOR:

BY _____

Office of Position of Signer

CONTRACT _____

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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 19-02, for tree services of properties as follows, in a good, substantial and workmanlike manner, and in strict accordance with the specifications contained in Bid Documents 19-02 and by or on behalf of the Owner for the total sum of \$_____ during the time period of March 1, 2019 through December 31, 2019, terms effective through those dates and renewable by mutual consent of the contractor and the Hutchinson Land Bank for a period not beyond December 31, 2020. The signature and dating by the Contractor on this agreement shall be construed as the Work Order.

This agreement may be terminated by the Owner 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 fails 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 opinion 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.

| Item # | Property Description | Project Description | Price/Service |
|--------------------------------------|--|---|----------------------|
| #1 | 00000 N Walnut Street – 1 lot located approx. N Walnut & E 9th Avenue | Remove stump | |
| #2 | 15 W 8th Avenue | Remove large tree that has been split in half | |
| #3 | 00000 E Harvey Street – 1 lot located approx. E Harvey Street S Poplar Street | Remove large tree with cavity in rear part of lot | |
| | 00000 E Osborne Street – 1 lot located approx. E Osborn Street & S Poplar Street | Remove three marked trees in front part of lot | |
| TOTAL INCLUDING ALL DISCOUNTS | | | |

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 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 Owner 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 Owner'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 completed by him under contract, at the prices herein 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 accrue 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:

OWNER REPRESENTATIVE:
HUTCHINSON LAND BANK BOARD OF TRUSTEES

City Attorney

Sue Poltera, Chairperson

CONTRACTOR:

BY _____

Office of Position of Signer