

A Motion to Adopt Resolution 24-03, Stop Sign

Moved: The Governing Body of the City of Benton adopt Resolution 24-03, Stop sign at 20th and Prairie Creek.
(Attached)

RESOLUTION NO. 24-03

A RESOLUTION AUTHORIZING THE ERECTION OF A STOP SIGN LOCATED WITHIN THE CITY OF BENTON, KANSAS

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Benton Kansas:

1. Placement of a stop sign is hereby authorized and directed at the following intersection within the City of Benton, Kansas:

Prairie Creek Road and SW 20th Street causing traffic northbound on Prairie Creek Road to stop and yield before proceeding.

2. This resolution shall take effect upon its passage and the failure of any person to obey such signage shall constitute a violation of the Uniform Traffic Ordinance.

THIS RESOLUTION adopted this 20th day of February, 2024.

TYLER GOTTSCHALK, Mayor

ATTEST:

JOYCE CASADY, City Clerk

A Motion concerning the Benton Festivals Committee for 2024.

Moved: The governing body of Benton Kansas authorize \$2,000 from the Administrative Costs budgeted line item for fiscal year 2024 be allocated to The Benton Festivals Committee. Further, said funds will be provided on a re-imbursement basis upon submission of appropriate documentation to City Administration i.e. receipts. Advance funds can be provided based on quotes for service or items.

City of Benton
Administration Report
February 2024



PROJECT SUMMARY

REPORT DATE	MEETING DATE	PREPARED BY
2/13/2023	2/20/2023	M. Engels

STATUS SUMMARY

CONCENTRATED PROJECT UPDATE

TASK	% DONE	DUE DATE	NOTES
Annexation	Ongoing	Ongoing	20 th Street and Prairie Creek stop sign
Budget	0		CIP Workshop for staff direction

TASK	% DONE	DUE DATE	NOTES
Dog Park/Bike Track	75		Trees trimmed, donated materials are in place
Drainage channel on 20th	0		Remove silted area – winter 2024
Ditch work	5		Continuous – began work on W. Durley
Crosswalk			Upcoming painting
Trees	Continuous		All the trimming that we want for awhile

NOTES:

Admin:

Three demolition permits received.

I've included a resolution that will authorize us to install a stop sign at Prairie Creek and 20th. I'm not sure why there wasn't one there already.

Workshop preparation for 2/15.

Attended a Community Block Development Grant workshop. Lowest threshold for this program is 51% Low-Moderate Income residences. Benton was at 46.32% at the 2015 census and much lower now.

We are in the process of researching Nexbillpay software for collecting payments. This software works with Jayhawk billing to make the process much better for the customer.

The property sale contract for 223 S. Main was executed and is attached to this report.

I have included the request for a snow plow for the GMC this month. Midwest Truck is our regional Western Plow dealer. They installed the same plow on our Dodge.

Full staff CPR training provided by Butler County Emergency Management.

Maintenance:

Flooring in the Community Building kitchen thanks to the Benton Golden Agers Club.

We hauled a lot of rock during February. Things were soggy.

We will be cleaning up the corner of South and Main Street on the southwest corner. This will be removing a dead tree and broken sidewalk.

The guys are in the process of hanging some banners. This is in conjunction with USD 375 as a town and school pride cooperative. We can later use these banners for Veterans recognition, other holidays, and events.

JMJ

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into, as of the date on which it is fully signed and delivered (the "Effective Date"), by and between the parties hereto: City of Benton ("Seller") with a mailing address of 154 S. Main Street, Benton, Kansas 67017; and E9 Properties, LLC, a Kansas limited liability company ("Buyer"), with a mailing address of 3242 SW Rustic, Benton, Kansas 67017.

WHEREAS, Buyer desires to purchase and Seller desires to sell its interest, in the Property, upon the terms and conditions set forth in this Agreement.

WHEREAS, the following basic terms, conditions, and definitions are applicable to and an integral part of, and shall be deemed incorporated by reference in this Agreement:

Property: Lot located at 223 S. Main Street, Benton, Kansas, located in Butler County, Kansas and legally described as Lots 4, 5, 6, 7, and 8, in Block 16, Original Town, now in City of Benton, in Butler County, Kansas (the "Property").

Purchase Price: \$25,000.00, subject to any adjustments provided herein.

Earnest Money: No earnest money will be paid or required to be paid.

Closing/Closing Date: The closing of this transaction ("Closing") shall be at the Title Company on _____, 2024 at ____: ____ .M. (Central Standard Time) ("Closing Date"), or such other date and time as may be mutually agreed by the parties.

Title Company: Kansas Secured Title located at 220 W. Central Ave. Suite 100, El Dorado, Kansas.

Brokers: There are no brokers or real estate agents representing either Seller or Buyer. No brokerage fee or commission shall be paid.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge by their signature and delivery hereof, the parties agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY. Subject to the terms and conditions herein, Buyer agrees to purchase and Seller agrees to sell the Property at Closing. In addition to the real property described herein, the Property shall include all rights, title, interest, benefits, and income appurtenant or attributable thereto, including all Sellers' rights and interest and

other improvements of every kind and description on or at such real property in its present condition.

2. **PURCHASE PRICE AND PAYMENT.** Subject to the terms and conditions herein, Buyer agrees to pay to Seller the Purchase Price at Closing, by certified funds, as payment in full for the Property, subject to adjustment at Closing as provided herein.

3. **TITLE.** Promptly after the Effective Date, Seller shall cause the Title Company to provide to Buyer a commitment to issue an owner's policy of title insurance, in an amount equal to the Purchase Price, insuring title to the Property in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions (as defined below), together with any endorsements reasonably requested by Buyer. Buyer also may procure a survey of the Property, at Buyer's sole expense.

3.1 **Review, Objections, and Cure.** Buyer shall have fifteen (15) days from its receipt of the title commitment ("Title Review Period" or "Approval Period") to give Seller notice of any objections to anything contained in the title commitment or survey ("Objection"). If Buyer fails to deliver Objections within such period, then all title exceptions described in the title commitment and survey shall constitute Permitted Exceptions. If Buyer gives timely notice of any such Objections, then Seller shall expeditiously and diligently proceed in good faith and a commercially reasonable manner to satisfy such objections by Closing; provided, that this shall not require Seller to pay any money or incur any fees, costs, or liability whatsoever, other than to extinguish any Seller's Liens (as defined below). Seller may, but is not required to, cure objections requiring it to pay money or incur fees, costs, or liability; if Seller fails to cure any such objections during the Title Review Period, then Buyer shall have the option to either: (a) terminate this Agreement, in which event Buyer shall receive a full refund of any Earnest Money and the parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding such uncured objections, in which event there shall be no adjustment to the Purchase Price and such objections shall constitute Permitted Exceptions.

3.2 **Insured Closing.** The Closing shall be an "insured closing" with "gap coverage" as such terms are commonly understood in the title insurance industry, i.e., at Closing, upon request, Buyer will be entitled to receive an updated and marked-up commitment to insure that Buyer will receive the requisite title insurance policy and that no circumstances have arisen since the date of the commitment that would adversely affect title to the Property other than Permitted Exceptions.

3.3 **Permitted Exceptions and Seller's Liens.** For purposes hereof: "Permitted Exceptions" means (a) real estate taxes for the year of Closing and thereafter; (b) all applicable zoning and other ordinances, regulations, and laws; and (c) all covenants, easements, conditions, restrictions, and other exceptions disclosed on the title commitment or survey and not objected to by Buyer; provided, however, that the

obligation for Seller to pay off any indebtedness or other obligations secured by any Seller's Liens and discharge, terminate, and release all such Liens by Closing shall in no event constitute Permitted Exceptions. "Seller's Liens" means any deeds of trust, mortgages, or mechanics', judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the date hereof as a result of a violation by Seller of this Agreement, and any obligations of Seller under any agreements binding upon the Property or Buyer as successor to the Property.

4. INSPECTIONS. In addition to its rights to review title to the Property, Buyer shall have the right to conduct other due diligence, inspections, and other reviews with respect to the Property during the Approval Period.

4.1 Seller's Deliveries. Promptly after the date hereof and in any event by Closing, Seller shall make available to Buyer for inspection true, correct, and complete copies of all material documents in Seller's possession or control relating to the Property, such as available surveys, environmental tests and reports, governmental notices, insurance certificates, and recent tax bills and statements. Thereafter until Closing or earlier termination of this Agreement, Seller shall promptly make available for inspection any such documents or updates thereto that it subsequently receives or discovers and any other documents reasonably requested.

4.2 Inspections. Buyer may enter onto the Property, upon reasonable prior notice and during normal business hours, for the purpose of conducting such surveys, tests, and other inspections of the Property as it deems desirable, except it shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property or such properties without Seller's consent. Buyer shall provide Seller with copies of the results and any reports from all such surveys, tests and other inspections of the Property within ten (10) days of the receipt thereof by Buyer. Buyer shall repair and restore any damage to the Property and such properties caused by such inspections and shall defend, indemnify and hold harmless Seller from and against any claims, causes of action, damages, liability, or costs or expenses arising or resulting from such inspections.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing, as follows:

(a) Seller has the requisite power and authority and has been duly authorized to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Seller in accordance with its terms and does not violate any agreement or other requirement to which Seller is a party or to which it or the Property is subject.

(b) There are no special assessments, takings, or other governmental actions filed, pending or, to the best of Seller's knowledge and belief, proposed, against the Property. There are no leases or other agreements that may be binding upon the Property or Buyer as successor to the Property after Closing (except Permitted Exceptions).

Buyer acknowledges that, except as otherwise expressly set forth in this Agreement to the contrary; (i) neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning any of the Property; (ii) in entering into and closing the purchase of the Property contemplated under this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller; and (iii) as a material inducement to the execution and delivery of this agreement by Seller, except for the representations and warranties contained in this agreement, buyer is purchasing the property in an "as-is, where-is" condition, with all faults. Without limiting the generality of the foregoing, there is no express or implied warranty of merchantability, habitability or of fitness for a particular purpose made by Seller regarding the Property. Buyer represents to Seller that Buyer has either conducted or shall have an adequate opportunity to conduct such investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action taken or to be taken with respect to, any hazardous or toxic substances on or discharged from the Property and will rely solely upon the same and not upon any information provided by or on behalf of Seller or any of its agents or employees with respect thereto.

5.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller, as of the date hereof and as of the Closing, that Buyer has the requisite power and authority and has been duly authorized to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Buyer in accordance with its terms and does not violate any agreement or other requirement to which Buyer is a party or to which it is subject.

6. COVENANTS. Until the Closing or earlier termination of this Agreement:

6.1 Title. Seller shall not create or permit any new title exceptions with respect to the Property without Buyer's consent. Seller shall extinguish any Seller's Liens no later than the Closing.

6.2 Physical Condition, Operation, and Insurance. Seller will use reasonable efforts to maintain the Property in the same manner and condition as before the date hereof; without limiting the generality of the foregoing, Seller will not intentionally

commit or permit waste at, or alter, the Property without Buyer's consent. Seller will insure the Property until Closing.

7. Contingencies. The obligations of Buyer under this Agreement are conditioned upon the satisfaction or waiver of the following contingencies: (a) none of the representations and warranties of Seller herein must cease to be true and correct, and Seller must have fully performed its obligations hereunder; (b) Buyer must receive title to the Property in accordance with Section 3; and (c) Buyer must be satisfied with all its reviews of the Property and all proceedings and documents contemplated hereby in its sole and absolute discretion. If any such contingency is not satisfied or waived by Buyer by the applicable deadline noted above, then Buyer may terminate this Agreement by written notice to Seller at any time prior to such deadline.

8. CLOSING. At Closing:

8.1 Seller's Deliveries. Seller shall deliver possession of the Property, "as is" and without any representations or warranties, Seller hereby disclaiming any such representations or warranties, in each case except as expressly provided herein. Seller also shall sign and deliver to Buyer the following:

(a) A warranty deed conveying the Property, free and clear of all liens and encumbrances, other than Permitted Exceptions.

(b) All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement.

8.2 Buyer's Deliveries. Buyer shall deliver the Purchase Price, subject to prorations, credits, and adjustments as provided herein. Buyer also shall sign and deliver to Seller all affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement.

8.3 Governing Body Approval. Express authorization of the governing body for the City of Benton for the sale and transfer of the Property from Seller to Buyer.

9. PURCHASE PRICE ADJUSTMENTS AND EXPENSES.

9.1 Prorations. The following amounts shall be prorated between the parties:

(a) Taxes. Ad valorem real estate taxes shall and special assessments shall be prorated to the date of Closing.

9.2 Expenses. The following costs and expenses shall be paid by the parties as described below, including as an appropriate adjustment to the Purchase Price set forth on the closing statement.

(a) Seller shall pay for all costs to extinguish any Seller's liens; all costs for the title search and insurance, other than the cost of any requested endorsements; the costs to record any documents necessary to remove the Seller's liens and all other liens or encumbrances other than the Permitted Exceptions.

(b) Buyer shall pay for all costs of its inspections of the Property, including the survey, if any; the cost of any requested endorsements; the customary closing; and all costs to record the deed and all other recordable documents at Closing, other than such recording costs to be paid by Seller as specified herein.

9.3 Broker Commissions and Other Expenses. All other costs and expenses paid or incurred in connection with this Agreement shall be borne by the party paying or incurring same. Without limiting the generality of the foregoing, the parties represent and warrant to one another that they have not dealt only with any broker(s) or real estate agent(s) with respect to the transactions contemplated hereby.

10. REMEDIES. If Seller defaults under this Agreement and fails to cure such default within 10 days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement; or (b) obtain specific performance of Seller's obligations under this Agreement, in all cases cumulative to its other rights and remedies at law or in equity. If Buyer defaults under this Agreement and fails to cure such default within 10 days after notice thereof from Seller to Buyer, then Seller may terminate this Agreement.

11. GENERAL.

11.1 Notices. Any notice or other communication required or permitted hereunder must be in writing and either: hand delivered; or sent overnight via reputable national courier or mailed by U.S. certified mail, fees and postage prepaid, in each case to the relevant party at its address as set forth herein.

11.2 Time. Time is of the essence in the performance of and compliance with this Agreement; provided that if any date or period specified herein falls or expires on a day which is not a business day, the such date or period shall be automatically deemed moved or extended to the next business day.

11.3 Miscellaneous. This Agreement shall be governed by the laws of the State of Kansas, without regard to conflicts of law principles. This Agreement constitutes the complete and integrated agreement of the parties and supersedes all prior and

contemporaneous discussions, negotiations, understandings, and agreements relating to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, and permitted assigns. This Agreement shall be construed, in all cases, according to its fair meaning; the parties acknowledge any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof. This Agreement is intended to be enforceable in all respects, but if any provision hereof is unenforceable under applicable law, such provision shall be enforced to the fullest extent permitted by law and the enforceability of the other provisions shall be unaffected. This Agreement may not be amended or modified except in a writing signed by all parties, and no term or condition hereof shall be deemed waived by a party except in a writing signed by such party. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or of any other right or privilege. This Agreement may be signed and delivered via facsimile or other electronic transmission.

IN WITNESS WHEREOF, the parties have signed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

Seller:

City of Benton, Kansas


By: Tyler Gottschalk, Mayor

Date: 2/8/24

Buyer

E9 Properties, LLC, a Kansas limited liability company


By: Nicholas S. Engels, Member

Date: 2/8/24



Project Expenditure Request

Date: 2/20/2024

Department: Maintenance

Project Name: Plow for GMC

Company: Midwest Truck and Equipment

Project Summary: 8' Pro-Plus plow and mount for the GMC

Project time frame: Winter/Spring 2024

Project Cost: \$10,350

- I would also request to offset this by selling the unused attachment for the bobcat.

Fund Expended: Maintenance.

Reason for project: We currently have one 8' plow for the Dodge and a small plow for the Gator. We believe that we could achieve more efficiency in clearing snow with one more implement. One full-size plow works well in light snow with no wind, but

Expected benefit: Fewer man hours/shorter shifts during snow events.

MIDWEST TRUCK EQUIPMENT

200 W. 61ST NORTH WICHITA, KS 67204

PHONE: 316-744-1590, FAX 316-744-8242 TOLL FREE 800-658-1793

E-MAIL mwtet22@yahoo.com

City of Benton

1/19/24

Att. Matt Engles

Phone: 316-680-2516

Email: mengels@bentonks.org

We are pleased to submit the following quotation for your consideration.

One Western 8.6' Prodigy Pro plow per the following. Installed on 2022 Chev 2500HD.

- Ultra-mount quick hitch design
- 8.6' V-Plow 29.5" tall with 4 trip springs and 1 shock absorbers, powder coated red.
- 3/8" X 6" steel cutting edge.
- Heavy-duty cast-iron disc shoes.
- 1 1/2" X 10" angling rams.
- Side markers on each end of the blade
- Electric over hydraulic power supply within cab handheld control to raise, lower, and angle the plow.
- Dual beam LED head lights with combination marker and turn signals. Lighting is designed to disable the truck lights when the plow is installed and enable the when the plow is unplugged.

Price of the above items installed.

\$10,950.00

PS..... We will have to order this plow.

Same as above with Western 8.0' Pro Plus plow installed.

\$10,350.00.

PS..... As of today, we have this plow In-stock.

We would like to thank you for the opportunity to submit this quote. If you have any further questions, please feel free to call.

Thanks Again

Eric Timken

Executive Session motion

Moved:

That the governing body recess into executive session IAW K.S.A. 75-4319(b) to discuss non-elected personnel matters/attorney client privilege. Further, required to attend this session is the Mayor, City Attorney, City Administrator and the City Council. Further, that the governing body return to open session at _____PM