

- A. **CALL TO ORDER/ROLL CALL**
__ Scofield __ Cokeley __ Nisly __ Brislin __ Fairbanks __ Griffin
- B. **PLEDGE OF ALLEGIANCE**
- C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**
- D. **CITIZEN COMMENTS**
- E. **CONSENT AGENDA**
1. Approval of Minutes – Regular Council Meeting, March 25, 2024
2. Approval of Invoices

Motion _____ Second _____ Vote _____
- F. **ACTION ITEMS**
1. Approve 24-04 determining the advisability of issuing industrial revenue bonds.

Motion _____ Second _____ Vote _____

2. Approve contract with JEO Consultants to act as the City’s engineer.

Motion _____ Second _____ Vote _____
- G. **DISCUSSION ITEMS**
- H. **CITY ADMINISTRATOR’S REPORT**
1. KDOT lighting project
- I. **GOVERNING BODY COMMENTS**
- J. **EXECUTIVE SESSION**
- K. **ADJOURNMENT**

SUBMITTED BY: Jeff Schenk, City Administrator

MEETING DATE: April 8, 2024

AGENDA ITEM: Consent Agenda

BACKGROUND:

Consent agendas are designed to take routine business items, non-controversial items, and other matters where a consensus has been reached and combine them into one single motion and vote.

DESCRIPTION:

Items on the consent agenda should not be discussed or debated by the governing body. Any member of the governing body may elect to pull an item from the consent agenda for a separate vote.

PROPOSED ITEMS:

- Approval of Minutes from the following meetings:
 - March 25, 2024, Regular Council Meeting
- Approval of Invoices

RECOMMENDATION:

Motion to approve the consent agenda as presented.

ATTACHMENTS:

Exhibit A - Minutes from March 25, 2024, Regular Council Meeting

Exhibit B - AP Invoices

A. **CALL TO ORDER/ROLL CALL**

_X_Scofield _X_Cokeley _X_Nisly _X_Brislin _X_Griffin _Vacant

B. **PLEDGE OF ALLEGIANCE**

C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**

D. **CITIZEN COMMENTS**

E. **APPOINTMENT OF CITY CLERK**

1. Remove Jeff Schenk as acting City Clerk and appoint Katie Marcum as City Clerk

Motion Nisly Second Brislin Vote 4-0

F. **CONSENT AGENDA**

1. Approval of Minutes - Regular Council Meeting, February 26, 2024
2. Approval of Invoices
3. Approval of Temporary Event Permit for ATV fun run

Motion Nisly Second Brislin Vote 4-0

G. **ACTION ITEMS**

1. Approval to add Katie Marcum as an authorized signer on City Bank accounts at Farmers Bank & Trust, Simmons Bank, and all certificates of deposit.

Motion Brislin Second Griffin Vote 4-0

2. Adopt Resolution 24-01 Designating 1st National Bank as an additional bank to serve as a designated depository bank.

Motion Cokeley Second Griffin Vote 4-0

3. Approve contract with Plot Marketing for phase 2 of the rebranding process.

Matt Nisly stated he would be interested in a revised phase 2 of the rebranding. He feels that the \$50,000 is a bit high. Valerie Griffin stated she understands what goes into the work for a new logo but agreed with Nisly about the scope of work being performed and asked that they bring the city a scaled down version that is itemized. Nisly also stated that we need a new website so he would like to see that work continue.

Plot marketing stated they would evaluate if they could design a product that is scaled back and still has value for the city.

Dina Brislin asked that this item be tabled until we receive a revision with a smaller scope of work.

4. Adopt resolution 24-02 Approving the publication of the resolution in the Ninnescah Valley News to schedule a public meeting regarding the property at 603 North Poplar.

Motion Brislin Second Nisly Vote 4-0

5. Adopt resolution 24-03 for providing for standards for procurement, bidding, and contract awards for the USDA grant.

Motion Brislin Second Cokeley Vote 4-0

6. Accept the Kansas Department of Transportations updated City Connecting Link Maintenance Agreement.

Motion Nisly Second Cokeley Vote 4-0

H. **DISCUSSION ITEMS**

1. Discuss the use of Industrial Revenue Bonds (IRB) to assist with the application for funding assistance for development with Interfaith Housing and Manske & Associates.

Clint Nelson from Interfaith Housing Services (IHS) stated they need the city's assistance with Industrial Revenue Bonds for properties they are wanting to build and refurbish at Mennonite Friendship Communities on Friendship drive. The Industrial Revenue Bonds would be used for a sales tax exemption on all building supply purchases pertaining to these two properties. They need this to secure a better score on their Pre-Application for a grant that they have applied for.

Jeff stated we could make a resolution of intent to issue IRB's for next year and it would not be a lot of work for the city to complete this. IHS will cover bond / premium fees. Council showed interest to support this project.

2. Betty Trailer Park - Completion of abatement

Jeff Schenk stated that 3 sets of skirting still need to be replaced at Betty's Trailer Park before they have completed their abatement. They intend to sell the property soon. Valerie Griffin still wants all abatements completed. Jeff stated that he can secure it so the abatement transfers with the property.

Have noticed lots of RVs moving in. Do we want to define a limit for RV's? Mayor Scofield indicated he would be in favor of defining permanent vs. semi-permanent. Dina Brislin stated she is not interested in it being an RV park as we already have a dedicated RV park off the main drive.

I. **CITY ADMINISTRATOR'S REPORT**

J. **GOVERNING BODY COMMENTS**

Dina Brislin mentioned that she would like to attend the Governing Body Institute meeting in Manhattan on April 13th.

Dina stated that we need to have Valerie complete KOMA training for all new members.

Kyle Cokeley asked if we can have a day of the week for the city yards to be open late when there is a high wind event or an event with downed tree limbs for residents to bring their limbs to the yard. Jeff Schenk stated when that occurs to contact him, and we will schedule a day where we can make the yards available to the public during off peak

hours. We will also post on Facebook what hours / days the yard would be available for drop off.

K. **ADJOURNMENT**

Dina Brislin motioned for adjournment at 6:59 p.m.

Motion Brislin Second Cokeley Vote 4-0

INVOICES PAID (4/3/2024 – 4/8/2024)

Gen Gov	Description	Vendor	Inv. Amt	Ck Date
101-101-6002	Installing Door Access on 2 Doors	DESS LLC	\$4,902.00	4/8/2024
101-101-6002	Employee Health & Dental Insurance	Freedom Claims	\$16,601.39	4/8/2024
101-101-7001	City Leaders Academy-Jeff & Katie	League of Kansas Municipalities	\$350.00	4/8/2024
101-101-6002	Surety Bond 5/16/24-5/15/25	Nationwide	\$115.00	4/8/2024
101-101-7000	Office Supplies	Office Plus	\$55.97	4/8/2024
101-101-6002	Social Media Management-Inv 1844	Plot	\$1,000.00	4/8/2024
101-101-6002	Social Media Management-Inv 1861	Plot	\$1,000.00	4/8/2024
101-101-6004	eFile Package D 21-50 Employees	Aatrix Software, Inc.	\$279.00	4/8/2024
101-101-6002	Office Cleaning	FreshCo Cleaning & Restoration	\$75.00	4/8/2024
101-101-6000	Computer Services	IdeaTek Telcom LLC	\$30.25	4/8/2024
101-101-6000	Phone Services	Vaspian	\$116.70	4/8/2024
101-101-6002	City Attorney Services	Mark Tremaine	\$2,000.00	4/8/2024
101-101-7005	Reimbursement	Jeff Schenk	\$225.00	4/8/2024
101-101-7005	Reimbursement	Katie Marcum	\$75.00	4/8/2024
101-101-6002	Accounting / Bookkeeping Services	AdamsBrown LLC	\$7,150.00	4/8/2024
101-101-6002	Monthly Computer Support	Leading Edge Technology Partners	\$318.79	4/8/2024
101-000-4015	Forfeit Cash Bond	City of South Hutchinson	\$250.00	4/8/2024
			\$34,294.10	

Police	Description	Vendor	Inv. Amt	Ck Date
101-102-6007	Trailer Tire	Tom & Dan's Tire Service Inc	\$105.85	4/8/2024
101-102-6004	SWAT Patches	Hutchinson Police Dept	\$20.16	4/8/2024
101-102-6000	Computer Services	IdeaTek Telcom LLC	\$30.25	4/8/2024
101-102-6000	Phone Services	Vaspian	\$236.70	4/8/2024
101-102-7003	Fuel	Bridgman LLC	\$1,406.43	4/8/2024
101-102-6002	Monthly Computer Support	Leading Edge Technology Partners	\$350.04	4/8/2024
			\$2,149.43	

Street	Description	Vendor	Inv. Amt	Ck Date
101-103-7002	Mower Drive Motor	B & B Hydraulics	\$668.48	4/8/2024
101-103-7002	Fuel Hose / Diesel Nozzel	Bridgman LLC	\$277.33	4/8/2024
101-103-7002	Irrigation Parts	Western Supply Company	\$268.03	4/8/2024
101-103-7002	Weed Eater Heads	Fairview Service Center LLC	\$129.22	4/8/2024
101-103-7002	Parts	Foley Equipment	\$226.36	4/8/2024
101-103-7002	Paper Towels & Toilet Paper	Janitorial Supply	\$130.53	4/8/2024
101-103-7002	Keys	Westlake Ace Hardware	\$8.97	4/8/2024
101-103-6000	Computer Services	IdeaTek Telcom LLC	\$30.25	4/8/2024
101-103-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
101-103-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
101-103-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
101-103-6000	Phone Services	Vaspian	\$50.00	4/8/2024
101-103-7003	Fuel	Bridgman LLC	\$411.15	4/8/2024
101-103-6002	Monthly Computer Support	Leading Edge Technology Partners	\$293.81	4/8/2024
101-103-7002	Supplies	Lowe's	\$8.15	4/8/2024
			\$2,589.01	

Fire	Description	Vendor	Inv. Amt	Ck Date
101-104-8010	Custom Tactical Brush Truck Upgrades	Daniel Soto	\$10,000.00	4/8/2024
101-104-6003	Custom Tactical Brush Truck Upgrades	Daniel Soto	\$3,582.00	4/8/2024
101-104-7002	Oil Leak	Daniel Soto	\$160.00	4/8/2024
101-104-7002	Brush Truck Accessory Removal	Daniel Soto	\$240.00	4/8/2024
101-104-6004	Scheduling Basic Plan	FNBO	\$504.00	4/8/2024
101-104-6004	Quicken Deluxe	FNBO	\$77.81	4/8/2024
101-104-7002	Repair Kit for D30 Diaphragm Pump	FNBO	\$214.00	4/8/2024
101-104-7002	Non-Detergent Oil	Rose Motor Supply Inc	\$4.87	4/8/2024
101-104-7002	Supplies	Westlake Ace Hardware	\$163.94	4/8/2024

101-104-7004	Supplies / Tools	Westlake Ace Hardware	\$81.61	4/8/2024
101-104-6000	Computer Services	IdeaTek Telcom LLC	\$30.25	4/8/2024
101-104-6000	Phone Services	Vaspian	\$50.00	4/8/2024
101-104-6002	Monthly Computer Support	Leading Edge Technology Partners	\$293.79	4/8/2024
			\$15,402.27	

Court	Description	Vendor	Inv. Amt	Ck Date
101-106-6004	Translation	Alex Lizalde	\$60.00	4/8/2024
101-106-6015	Collections Remittance	Office of KS State Treasurer	\$636.00	4/8/2024
101-106-6004	Canine Boarding	Prairie Vista Veterinary Hospital	\$65.80	4/8/2024
101-106-6016	Judge Services	Rick Roberts	\$1,100.00	4/8/2024
101-106-6016	City Prosecutor Services	Mark Tremaine	\$1,100.00	4/8/2024
			\$2,961.80	

GENERAL TOTAL **\$57,396.61**

Water	Description	Vendor	Inv. Amt	Ck Date
201-000-7002	Tire Repair	Cooper Tire Service Inc	\$20.62	4/8/2024
201-000-7002	Water Parts	Core & Main	\$1,395.05	4/8/2024
201-000-7002	2" Water Meter	Core & Main	\$507.84	4/8/2024
201-000-6002	Shipment of Water Samples	Joy's Packing & Shipping LLC	\$27.35	4/8/2024
201-000-8013	1 st Qtr Water Protection Fees	Kansas Dept of Revenue	\$1,904.80	4/8/2024
201-000-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
201-000-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
201-000-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
201-000-7003	Fuel	Bridgman LLC	\$197.60	4/8/2024
201-000-6002	Monthly Computer Support	Leading Edge Technology Partners	\$293.79	4/8/2024
			\$4,433.78	

Sewer	Description	Vendor	Inv. Amt	Ck Date
301-000-7002	Parts	Western Supply Company	\$67.21	4/8/2024
301-000-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
301-000-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
301-000-6002	Uniform Service	UniFirst	\$28.91	4/8/2024
301-000-7003	Fuel	Bridgman LLC	\$367.98	4/8/2024
301-000-6002	Monthly Computer Support	Leading Edge Technology Partners	\$293.79	4/8/2024
301-000-7002	Supplies	Lowe's	\$63.12	4/8/2024
			\$878.83	

Street Sales	Description	Vendor	Inv. Amt	Ck Date
403-000-7013	Muni Tier 2 Annual Subscription	Immense Impact LLC	\$945.00	04/08/24
			\$945.00	

Bond Payments	Description	Vendor	Inv. Amt	Ck Date
601-000-8004	Bond Payment	Kansas State Treasurer	\$32,050.00	4/8/2024
			\$32,050.00	

Donations	Description	Vendor	Inv. Amt	Ck Date
702-000-6004	Outside Entertainment – 6/29/24	IOF Entertainment	\$1,020.00	4/8/2024
			\$1,020.00	

ASAP	Description	Vendor	Inv. Amt	Ck Date
801-000-6004	Refund Cash Bond	Logan Stout	\$250.00	4/8/2024
801-000-6004	Forfeit Cash Bond	South Hutch Municipal Court	\$270.00	4/8/2024
801-000-6004	Forfeit Cash Bond	South Hutch Municipal Court	\$150.00	4/8/2024
801-000-6004	Forfeit Cash Bond	South Hutch Municipal Court	\$885.00	4/8/2024
801-000-6004	Forfeit Cash Bond	South Hutch Municipal Court	\$235.00	4/8/2024

801-000-6004	Forfeit Cash Bond	Tristan Delaney	\$115.00	4/8/2024
			\$1,905.00	

Community Center	Description	Vendor	Inv. Amt	Ck Date
811-000-7002	Paper Goods & Trash Can Liners	Janitorial Supply	\$195.89	4/8/2024
811-000-6004	Janitorial Services	FreshCo Cleaning & Restoration	\$550.00	4/8/2024
811-000-7002	Supplies	Lowe's	\$20.88	4/8/2024
			\$766.77	

Capital Equip (reserve)	Description	Vendor	Inv. Amt	Ck Date
901-000-8021	9 Desktop Chargers	Motorola Solutions	\$443.25	4/8/2024
			\$443.25	

Capital Improvement	Description	Vendor	Inv. Amt	Ck Date
902-000-8027	Study & Report-Water System PER	JEO Consulting Group Inc	\$4,500.00	4/8/2024
902-000-8028	Study & Report-Wastewater System PER	JEO Consulting Group Inc	\$8,500.00	4/8/2024
			\$13,000.00	

GRAND TOTAL			\$112,839.24	
--------------------	--	--	---------------------	--

RESOLUTION NO. 24-04

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SENIOR LIVING FACILITIES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of South Hutchinson, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$10,500,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of senior living facilities (the "Project") to be located in the corporate limits of the Issuer and to be leased by the Issuer to Interfaith Townhomes FP, L.L.C., or an affiliate entity of Interfaith Townhomes FP, L.L.C. (collectively, the "Tenant").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS:

Section 1. Public Purpose. The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$10,500,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture or Bond Agreement, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and

payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 5. Reliance by Tenant; Limited Liability of Issuer. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 6. Execution and Delivery of Documents. At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, Clerk and other officials and employees of the Issuer, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; [and](b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City of South Hutchinson, Kansas on April 8, 2024.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on April 8, 2024, as the same appears of record in my office.

DATED: _____ April 8, 2024.

Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF SOUTH HUTCHINSON, KANSAS
HELD ON APRIL 8, 2024**

The governing body met in regular session at the usual meeting place in the City on April 8, 2024, at 6:00 p.m., the following members being present and participating, to wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SENIOR LIVING FACILITIES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

Thereupon, Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting hereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of South Hutchinson, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Clerk

**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between City of South Hutchinson, Kansas (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

From time to time Owner intends to engage Engineer to provide professional services. This Agreement and identified Exhibits sets forth the general terms and conditions which shall govern the relationships and performance of Owner and Engineer for General Services that include Monthly Office Hours for a designated time period and General Engineering Services provided by emails, and separate Task Order contracts.

ARTICLE 1 – GENERAL SERVICES

1.01 Monthly Engineer Office Hours

- A. Engineer will provide a designated staff member to serve as Owner’s main point-of-contact and to provide services for Engineer office hours for an indefinite period. The Owner or Engineer may request a change to this contract or terminate this contract at any time.
- B. General scope for Engineer Monthly Office Hours will consist of:
 - a. Engineer will provide designated staff member to be available at Owner’s office location for up to one (1) business day each month. Engineer will also be available for additional hours through virtual meetings or phone calls. Items to be performed include:
 - 1. Assistance with RFQ development
 - 2. Technical advice on engineering questions
 - 3. Review of other consultant’s work
 - 4. Strategy/planning/grant development
- C. Owner to provide desk, space and internet services for designated staff members. Owner will designate a single point of contact from City of South Hutchinson for designated staff.
- D. Deliverables for Article 1.01 include:
 - a. Summary of activities - monthly

1.02 General Engineering Services

- A. **General Engineering Services** is defined as assistance with miscellaneous engineering items related to City of South Hutchinson infrastructure projects such as meetings, studies, investigations, designs, bidding assistance, funding assistance, or construction related assistance. Such work will count toward the monthly not to exceed amount for Articles 1.01 and 1.02 of \$3,500 (total). Effort required above and beyond that amount will either be delayed until the next month or turned into a Task Order (Article 1.03) as mutually agreed to by the City and Engineer. General Engineering Services will be requested by Owner.
 - a. Each request shall be documented by Engineer to Owner in the form of an email or other written correspondence detailing items to be performed, time for completion, deliverable date, and estimated fee.
 - b. The Owner has designated Jeff Schenk, City Administrator as the individual who shall have the sole authority to request General Engineering services of Engineer.

- c. This Agreement is not a commitment by Owner to Engineer to issue any General Engineering requests.
- d. Engineer will commence performance as mutually agreed upon for each General Engineering request.
- e. Engineer shall not be obligated to perform any prospective General Engineering unless and until Owner and Engineer agree as to the particulars of the Engineer's services, Engineer's compensation, and all other appropriate matters.

1.03 Task Orders:

- A. Services for a Task Order will be detailed in a duly executed Agreement between Owner and Engineer. Specific projects reflect requested services that are generally anticipated to require a fee for effort greater than the monthly not to exceed of Articles 1.01 and 1.02 and will require a more detailed scope and schedule. The agreement will include a scope of services which will indicate the specific items and functions to be performed and deliverables to be provided.
- B. The general format of an Agreement Between Owner and Engineer is shown in Exhibit C.
- C. This Agreement is not a commitment by Owner to Engineer to enter into an agreement for Task Orders.
- D. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each agreement.
- E. Engineer shall not be obligated to provide services unless and until Owner and Engineer agree as to the particulars of the specific project, Engineer's services, Engineer's compensation, and all other appropriate matters.
- F. Engineer will commence performance as set forth in each Agreement.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B and in each Task Order.

ARTICLE 3 - TERM

3.01 Term

- A. This Agreement shall be effective and applicable to General Engineering requests and Task Orders issued from the Effective Date of the Agreement to the time at which it is terminated or adjusted by either party.
- B. The Owner and Engineer agree to review the working status of the agreement and to make any adjustments necessary by amendment.

ARTICLE 4 - Compensation

4.01 Compensation

- A. Article 1.01 Monthly Engineer Office Hours services shall be compensated on an hourly basis according to Engineer's Standard Hourly Rates Schedule as set forth in Exhibit D.
- B. Article 1.02 General Engineering Services shall be compensated on an hourly basis according to Engineer's Standard Hourly Rates Schedule as set forth in Exhibit D. Articles 1.01 and 1.02, added together, have a monthly not to exceed of \$3,500.
- C. Article 1.03 Task Orders shall be compensated as set forth in the executed contract developed from Exhibit C.
- D. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer.

ARTICLE 5 - EXHIBITS AND SPECIAL PROVISIONS

5.01 Exhibits

Exhibit A – Not used

Exhibit B – General Conditions

Exhibit C – Task Order Example

Exhibit D – Standard Hourly Rate Schedule

5.02 Total Agreement


- A. This Agreement (consisting of pages 1 to 4 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner: South Hutchinson, Kansas

Engineer: JEO Consulting Group, Inc.



By:

By: **Brad Shores**

Title:

Title: Project Manager

Date Signed: _____

Date Signed: **April 2, 2024**

Address for giving notices:

Address for giving notices:

City of South Hutchinson

JEO Consulting Group, Inc.

2 S Main St.

727 N Waco, Suite 275

South Hutchinson, Kansas 67505

Wichita, Kansas 67203

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the

care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C
Task Order Format

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
Task Order

This is Task Order No. _____,
Consisting of ___ pages

In accordance with the Master Services Agreement between Owner and Engineer for Professional Services dated _____ (“Agreement”), Owner and Engineer agree as follows:

Specific Project Data

- A. Title:
- B. Description:

1. **Services of Engineer**

Specifically Engineer will:

2. **Owner’s Responsibilities**

Exhibit “A” from the Master Services Agreement between Owner and Engineer for Professional Services as referenced above is modified as follows: _____

3. **Times for Rendering Services**

4. **Compensation for the Task Order**

5. **Other Modifications to Master Agreement:**

EXHIBIT C
Task Order Format

JEO CONSULTING GROUP INC ■ **JEO ARCHITECTURE INC**
Task Order

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

Owner:

Engineer:

Signature Date

Signature Date

Name

Name:

Title

Title:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name

Name:

Title

Title:

Address

Address:

E-Mail Address

E-Mail Address:

Phone

Phone:

EXHIBIT D – Standard Hourly Rates

Standard Hourly Rate Schedule

JEO does not charge separate reimbursable charges. The table below includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are not charged separately. Any additional services beyond the scope of services will be provided on a billable time basis in accordance with our standard hourly rate schedule with prior authorization only.

The billing rates shown are for the 2024 calendar year. At the end of each year, JEO evaluates individual billing rates and adjusts for the following year as needed.

2022 Hourly Rates	
Project Managers	\$145 - \$295
Project Engineers/Architects	\$130 - \$245
Project Engineers (EI)	\$105 - \$130
Designer	\$140 - \$215
Engineering/Surveying/Architectural/Planning/GIS Technician	\$85 - \$150
Office/Administrative	\$75 - \$135
Principals	\$230 - \$350