

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

\_\_Nisly \_\_Schmidt \_\_Weber \_\_Garretson \_\_Fairbanks \_\_Scofield

**B. PLEDGE OF ALLEGIANCE**

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

**D. CITIZEN COMMENTS**

**E. HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**

**F. CONSENT AGENDA**

1. Approval of Minutes – Regular Meeting, March 7, 2022
2. Approval of Invoices
3. Approval of Resolution No. 22-586 GAAP Waiver for 2022

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**G. ACTION ITEMS**

1. Joining Kansas Municipal Insurance Trust (KMIT)

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

2. Bank Account Set-up

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

3. Purchase of Generator for Well #4

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

4. Baseball Field Lease Agreement

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

5. Insurance Policy Renewal

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**H. DISCUSSION ITEMS**

1. Snow Routes & Snow Plowing
2. Brush Dump/Burn Pile Issues
3. Water Utility Service Truck Purchase

- I. **CITY ADMINISTRATOR'S REPORT**
- J. **GOVERNING BODY COMMENTS**
- K. **EXECUTIVE SESSION**
- L. **ADJOURNMENT**

**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Consent Agenda

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**Background/Analysis** – 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. 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.

**Notable Items:**

- Approval of Minutes from March 7, 2022 regular meeting
- Approval of Invoices
- Approval of Resolution No. 22-586 GAAP Waiver for 2022
  - Each year the City Council adopts a resolution exempting the City from all requirements of GAAP. The GAAP requirement provides for a fixed asset accounting system in lieu of just an inventory system, as well as other financial reporting requirements. This action is taken based on past recommendations of the auditors that the GAAP requirements would cost the City additional funds to prepare the City audit and would not provide any additional benefit to the City.

**Recommendation** – Motion to approve the consent agenda as presented.

**Exhibit A** – Minutes from March 7, 2022 Regular Meeting

**Exhibit B** – AP Invoices

**Exhibit C** – Resolution No. 22-586



- A. **CALL TO ORDER/ROLL CALL**  
X Nisly X Schmidt X Weber    Garretson    Fairbanks X Scofield
- B. **PLEDGE OF ALLEGIANCE**
- C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**
- D. **CITIZEN COMMENTS**
- E. **HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**
- F. **CONSENT AGENDA**
  - 1. Approval of Minutes – Regular Meeting, February 21, 2022
  - 2. Approval of Invoices  
Motion: Schmidt                      Second: Weber                      Vote: 3-0
- G. **ACTION ITEMS**
- H. **DISCUSSION ITEMS**

**Scott Boulevard Bridge**

**ACTION:** Motion to move forward with the bridge replacement with Mies Construction in the amount of \$392,295.71.

**Motion:** Schmidt                      **Second:** Scofield                      **Vote:** 3-0

- 1. Surplus Property – Wheel Loader & Misc. Equipment  
**ACTION:** Motion to authorize the City Administrator to sell the Surplus Property.  
**Motion:** Scofield                      **Second:** Weber                      **Vote:** 3-0
- 2. Insurance Renewal-Waiting for more information from Insurance Agent.
- 3. Code Enforcement-Wanting Council Support.
- 4. Water Towers-Will bring numbers to the next meeting for bids.
- 5. Road Maintenance Update  
**ACTION:** Motion to waive the procurement right and authorize the City Administrator to proceed with crack sealing not to exceed \$150,000.  
**Motion:** Schmidt                      **Second:** Scofield                      **Vote:** 3-0
- 6. Council Goals & Priorities

- I. **CITY ADMINISTRATOR’S REPORT**
- J. **GOVERNING BODY COMMENTS**
- K. **EXECUTIVE SESSION**
- L. **ADJOURNMENT**

**Motion:** Scmidt                      **Second:** Scofield                      **Vote:** 3-0

**Invoice Approval List  
March 21, 2022**

| <b>Gen Gov</b> | <b>Description</b>             | <b>Vendor</b>            | <b>Inv. Amt</b>   |
|----------------|--------------------------------|--------------------------|-------------------|
| 101-101-6000   | Electric Billing               | Evergy                   | \$263.81          |
| 101-101-6000   | Gas Billing                    | Kansas Gas               | \$335.69          |
| 101-101-6000   | Phone service                  | Ideatek                  | \$27.50           |
| 101-101-6000   | Cox                            | Cable                    | \$16.74           |
| 101-101-6002   | Insurance Fee                  | Freedom Claims           | \$4,122.23        |
| 101-101-6002   | UPS Unit                       | Leading Edge             | \$179.39          |
| 101-101-6003   | Cleaning contract              | FreshCo                  | \$150.00          |
| 101-101-6004   | Lease Agreement                | Pitney Bowes             | \$59.37           |
| 101-101-6011   | Local Government Membership    | Wichita State University | \$650.00          |
| 101-101-7000   | Ribbon, correction tape        | Office Plus              | \$11.96           |
| 101-101-7002   | Toilet tissue                  | Office Plus              | \$39.99           |
| 101-101-7002   | LED Bulbs                      | Sunflower                | \$182.00          |
| 101-101-7002   | Motion light in copier room    | Lowe's                   | \$30.82           |
| 101-101-7002   | Water                          | Culligan                 | \$20.25           |
|                |                                |                          | <b>\$6,089.75</b> |
| <b>Police</b>  | <b>Description</b>             | <b>Vendor</b>            | <b>Inv. Amt</b>   |
| 101-102-6000   | Cable                          | Cox                      | \$39.87           |
| 101-102-6000   | Phone service                  | Ideatek                  | \$27.50           |
| 101-102-6000   | Electric Billing               | Evergy                   | \$530.20          |
| 101-102-6000   | Gas Billing                    | Kansas Gas               | \$693.69          |
| 101-102-6002   | Cleaning contract              | Tabitha Maxfield         | \$150.00          |
| 101-102-6004   | Detailer                       | Carquest                 | \$6.89            |
| 101-102-6004   | Lease Agreement                | Pitney Bowes             | \$59.37           |
| 101-102-6004   | NetMotion contract             | SHI                      | \$371.50          |
| 101-102-6005   | MIFI air cards and cell phones | Verizon                  | \$243.56          |
| 101-102-7003   | Reimburse for fuel             | John Brislin             | \$71.00           |
| 101-102-7003   | Fuel                           | Bridgman                 | \$1,157.40        |
| 101-102-7009   | Reimburse for boots            | Raven Williams           | \$100.00          |
| 101-102-7009   | Shirt and shoes                | Galls                    | \$90.03           |
|                |                                |                          | <b>\$3,541.01</b> |
| <b>Street</b>  | <b>Description</b>             | <b>Vendor</b>            | <b>Inv. Amt</b>   |
| 101-103-6000   | Electric Billing               | Evergy                   | \$570.15          |
| 101-103-6000   | Gas Billing                    | Kansas Gas               | \$718.95          |
| 101-103-6000   | Phone service                  | Ideatek                  | \$27.50           |
| 101-103-6003   | Uniform cleaning               | Unifirst                 | \$93.54           |
| 101-103-6004   | Lease Agreement                | Pitney Bowes             | \$59.37           |
| 101-103-6005   | Cell phones                    | Verizon                  | \$107.99          |
| 101-103-7002   | Battery                        | Carquest                 | \$906.24          |
| 101-103-7003   | Fuel                           | Bridgman                 | \$278.13          |
| 101-103-7003   | Oil                            | Bridgman                 | \$536.35          |
|                |                                |                          | <b>\$3,298.22</b> |
| <b>Fire</b>    | <b>Description</b>             | <b>Vendor</b>            | <b>Inv. Amt</b>   |
| 101-104-6000   | Cable                          | Cox                      | \$10.49           |
| 101-104-6000   | Phone service                  | Ideatek                  | \$27.50           |

**Invoice Approval List  
March 21, 2022**

|                 |                           |                          |                    |
|-----------------|---------------------------|--------------------------|--------------------|
| 101-104-6000    | Electric Billing          | Evergy                   | \$277.79           |
| 101-104-6000    | Gas Billing               | Kansas Gas               | \$396.37           |
| 101-104-6003    | Gear lube                 | O'Reilly                 | \$31.96            |
| 101-104-6003    | Repair brake lights       | Weis Fire                | \$510.36           |
| 101-104-6005    | Cell phone and tablets    | Verizon                  | \$144.50           |
| 101-104-7002    | Filters, lube, fuel, air  | Carquest                 | \$262.57           |
| 101-104-7003    | Fuel                      | Wex                      | \$293.72           |
|                 |                           |                          | <b>\$1,955.26</b>  |
| <b>Park</b>     | <b>Description</b>        | <b>Vendor</b>            | <b>Inv. Amt</b>    |
| 101-105-6000    | Electric Billing          | Evergy                   | \$84.60            |
| 101-105-6004    | Backflow testing          | Elite Pro                | \$190.00           |
|                 |                           |                          | <b>\$274.60</b>    |
| <b>Court</b>    | <b>Description</b>        | <b>Vendor</b>            | <b>Inv. Amt</b>    |
| 101-106-6004    | Retrievals for court      | Underground Vaults       | \$10.00            |
| 101-106-6004    | Inmate Care               | Radiology Professionals  | \$6.62             |
| 101-106-6004    | Inmate Care               | Wellpath                 | \$54.00            |
| 101-106-6004    | Inmate Care               | VEP Hutchinson Emergency | \$37.14            |
| 101-106-6004    | Inmate Care               | Hutchinson Regional      | \$61.28            |
| 101-106-6017    | February Jail fees        | Reno County Sheriff      | \$1,560.00         |
| 101-106-6018    | Court Apointed Attorney   | Benjamin Fisher          | \$75.00            |
|                 |                           |                          | <b>\$1,804.04</b>  |
| <b>Non Dept</b> | <b>Description</b>        | <b>Vendor</b>            | <b>Inv. Amt</b>    |
| 101-109-6000    | Electric Billing          | Evergy                   | \$5,452.38         |
|                 |                           |                          | <b>\$5,452.38</b>  |
|                 |                           |                          |                    |
|                 |                           | <b>GENERAL TOTAL</b>     | <b>\$22,415.26</b> |
|                 |                           |                          |                    |
| <b>Water</b>    | <b>Description</b>        | <b>Vendor</b>            | <b>Inv. Amt</b>    |
| 201-000-6000    | Electric Billing          | Evergy                   | \$2,628.62         |
| 201-000-6000    | Locates                   | Kansas One Call          | \$21.00            |
| 201-000-6002    | Telemetry system contract | MicroComm                | \$2,775.00         |
| 201-000-6003    | Uniform cleaning          | Unifirst                 | \$93.55            |
| 201-000-6004    | Lease Agreement           | Pitney Bowes             | \$59.37            |
| 201-000-6004    | Backflow testing          | Elite                    | \$190.00           |
| 201-000-6005    | Cell phones               | Verizon                  | \$104.49           |
| 201-000-7002    | Amonia, spray bottles     | Dollar General           | \$13.00            |
| 201-000-7002    | PVC, setters              | Ferguson                 | \$2,710.00         |
| 201-000-7003    | Oil                       | Bridgman                 | \$536.35           |
| 201-000-7003    | Fuel                      | Bridgman                 | \$222.13           |
|                 |                           |                          | <b>\$9,353.51</b>  |
|                 |                           |                          |                    |
| <b>Sewer</b>    | <b>Description</b>        | <b>Vendor</b>            | <b>Inv. Amt</b>    |
| 301-000-6000    | Electric Billing          | Evergy                   | \$9,729.76         |
| 301-000-6000    | Locates                   | Kansas One Call          | \$21.00            |
| 301-000-6000    | Phone service             | Verizon                  | \$313.57           |
| 301-000-6002    | Lab analysis              | SDK                      | \$688.00           |

**Invoice Approval List  
March 21, 2022**

|                       |                           |                               |                    |
|-----------------------|---------------------------|-------------------------------|--------------------|
| 301-000-6003          | Uniform cleaning          | Unifirst                      | \$93.55            |
| 301-000-6003          | Grit removal              | Reno County Solid Waste       | \$41.00            |
| 301-000-6004          | Lease Agreement           | Pitney Bowes                  | \$59.37            |
| 301-000-6004          | Backflow testing          | Elite                         | \$190.00           |
| 301-000-6005          | Cell phones               | Verizon                       | \$106.24           |
| 301-000-7002          | Battery                   | Carquest                      | \$712.84           |
| 301-000-7002          | Amonia, spray bottles     | Dollar General                | \$13.00            |
| 301-000-7002          | Lift station repair parts | Smith & Loveless              | \$2,284.66         |
| 301-000-7002          | LED Bulbs                 | Sunflower                     | \$182.00           |
| 301-000-7002          | UV Lamp                   | Xylem                         | \$5,194.19         |
| 301-000-7003          | Oil                       | Bridgman                      | \$536.35           |
| 301-000-7003          | Fuel                      | Bridgman                      | \$159.20           |
|                       |                           |                               | <b>\$20,324.73</b> |
|                       |                           |                               |                    |
| <b>Bond &amp; Int</b> | <b>Description</b>        | <b>Vendor</b>                 | <b>Inv. Amt</b>    |
| 601-000-8004          | GO BOND 2016-Interest     | Office of the State Treasurer | \$35,000.00        |
|                       |                           |                               | <b>\$35,000.00</b> |
|                       |                           |                               |                    |
| <b>ASAP</b>           | <b>Description</b>        | <b>Vendor</b>                 | <b>Inv. Amt</b>    |
| 801-000-6004          | Restitution               | South Hutch Municipal         | \$900.00           |
|                       |                           |                               | <b>\$900.00</b>    |
|                       |                           |                               |                    |
| <b>Comm Ctr</b>       | <b>Description</b>        | <b>Vendor</b>                 | <b>Inv. Amt</b>    |
| 811-000-6000          | Electric Billing          | Evergy                        | \$196.96           |
| 811-000-6000          | Gas Billing               | Kansas Gas                    | \$182.04           |
| 811-000-6004          | Cleaning contract         | FreshCo                       | \$500.00           |
| 811-000-6004          | Backflow testing          | Elite                         | \$95.00            |
|                       |                           |                               | <b>\$974.00</b>    |
|                       |                           |                               |                    |
| <b>Technology</b>     | <b>Description</b>        | <b>Vendor</b>                 | <b>Inv. Amt</b>    |
| 812-000-6004          | JCS Annual support        | Advantage Computer            | \$675.00           |
|                       |                           |                               | <b>\$675.00</b>    |
|                       |                           |                               |                    |
| <b>Equip Res</b>      | <b>Description</b>        | <b>Vendor</b>                 | <b>Inv. Amt</b>    |
| 901-000-8021          | Boots and hood            | Danko                         | \$499.70           |
|                       |                           |                               | <b>\$499.70</b>    |
|                       |                           |                               |                    |
|                       |                           |                               |                    |
|                       |                           | <b>Grand Total</b>            | <b>\$90,142.20</b> |

**RESOLUTION NO. 22-586**

**A RESOLUTION WAIVING THE USE OF GENERALLY ACCEPTED ACCOUNTING PRINCIPALS IN THE PREPARATION OF THE FINANCIAL STATEMENTS AND REPORTS FOR THE CITY OF SOUTH HUTCHINSON, KANSAS.**

**WHEREAS** the City of South Hutchinson, Kansas, has determined that the financial statements and financial reports for the year ended 2022 to be prepared in conformity with the requirements of K.S.A. 75-1120a (a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of South Hutchinson and;

**WHEREAS** there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a (a) for the year ended 2022.

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Body of the City of South Hutchinson, Kansas in regular meeting duly assembled this 21<sup>st</sup> day of March, 2022 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of South Hutchinson for the year ended 2022.

**BE IT FURTHER RESOLVED** that the Governing Body shall cause the financial statements and financial reports of the City of South Hutchinson to be prepared on the basis of cash receipt and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

**ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH HUTCHINSON ON THIS 21<sup>st</sup> DAY OF MARCH, 2022**

\_\_\_\_\_  
Matt Nisly, Mayor

ATTEST:

\_\_\_\_\_  
Denise McCue, City Clerk

**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** KMIT Insurance

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**Background/Analysis** – The Kansas Municipal Insurance Trust (KMIT) is a “self-funded pool” of public entities that began providing workers’ compensation coverage to cities in 1994. KMIT only provides their services to Kansas municipalities and other government agencies. It currently serves 157 cities and a handful of community colleges and special districts. More than 5,000 public sector employees are covered by KMIT.

Its primary purpose is to provide the best worker compensation benefits for its members and their employees. The structure of the organization is organized by state statute. It is governed and administered by a board of trustees, a pool administrator, organizational bylaws, and an interlocal agreement between its members.

KMIT provides extremely competitive rates, additional value-add services, and exceptional customer service because it is solely focused on the issue of workers compensation issues and how they relate to local governments.

For the upcoming year, we were quoted the following rates:

- EMC = \$51,990
- KMIT = \$43,909

However, since KMIT’s plan year runs from January thru December, our 2022 cost will only be charged a pro-rata price \$32,962. This represents a one-time savings of \$11,000 in addition to an annual savings of approximately \$8,000 versus EMC.

In order to capture these savings, South Hutchinson’s membership into the organization must be approved by the KMIT board of trustees. We have been approved. Now, we must take the following steps:

1. **Adopt the Resolution.** **Three** copies of the Resolution should be signed. The governing body needs to adopt the resolution to join KMIT. This resolution authorizes the Mayor to execute the Bylaws and Interlocal Agreement.
2. **Execute the Bylaws and Interlocal Agreement.** **Three** copies of the KMIT bylaws should be signed. The Mayor should sign all of these documents, thereby executing the agreement.
3. **File Documents with the County Register of Deeds.** **One original** of the Resolution to join and Bylaws/Interlocal Agreement should be filed with the County Register of Deeds.

4. **Return Documents to the KMIT.** Return **one original** Resolution and **one original** of the executed Bylaws/Interlocal Agreement to KMIT.

**Financial Impact** – Net savings of more than \$19,000 in year one with.

**Recommendation** – Motion to authorize mayor to sign Resolution No. 22-587 and the KMIT bylaws/interlocal agreement.

**Exhibit D** – KMIT Insurance Quote

**Exhibit E** – Resolution No. 22-587

**Exhibit F** – Interlocal Agreement & Bylaws



**South Hutchinson  
KMIT Workers Compensation Quote for 2022**

Based on Estimated 2022 Payroll  
Policy Term: April 1, 2022 - December 31, 2022

| <u>Classification</u>                                     | <u>Class Code</u> | <u>Payroll</u> | <u>Modified Rate</u> | <u>Premium</u> |
|---|-------------------|----------------|----------------------|----------------|
| Street or Road Construction: Paving or Repaving & Drivers | 5506              | \$132,560      | 4.36                 | \$5,779        |
| Waterworks Operation & Drivers & Salespersons             | 7520              | \$126,319      | 2.88                 | \$3,636        |
| Sewage Disposal Plant Operation & Drivers                 | 7580              | \$75,710       | 2.15                 | \$1,632        |
| Firefighters and Drivers                                  | 7710              | \$144,803      | 3.73                 | \$5,407        |
| Police Officers & Drivers                                 | 7720              | \$318,690      | 2.63                 | \$8,388        |
| Clerical Office Employees NOC                             | 8810              | \$190,523      | 0.12                 | \$219          |
| Municipal, Township, County or State Employee NOC         | 9410              | \$65,658       | 6.46                 | \$4,245        |

Totals: \$1,054,263 \$29,306

**Make Checks Payable To:**  
KANSAS MUNICIPAL INSURANCE TRUST

**Send Payment To:**  
Kansas Municipal Insurance Trust  
P.O. Box 541  
Shawnee Mission, KS 66201-0541

ExperienceMod: 1.57  
Standard Premium: \$46,010  
Discount: 5%  
Discounted Premium: \$43,709  
Expense Constant: \$200

**Annual Contribution: \$43,909**  
**Prorata Contribution: \$32,962**



EMC PROPERTY & CASUALTY COMPANY  
 SOUTH HUTCHINSON CITY  
 INTRASTATE ID: 150183944

QUOTE NUMBER: H528806-04  
 EFF DATE: 04/01/22 EXP DATE: 04/01/23

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K A N S A S

STATE EMPL ID.: INTRASTATE ID.: 150183944 OTHER ID.:

( 001 ) 2 S MAIN ST  
 SOUTH HUTCHINSON, KS. 67505-1508  
 NUMBER OF EMPLOYEES:  
 MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 5  
 FULL TIME: 4 PART TIME: 1  
 SIC: 9011 NAICS:921190

( 002 ) 700 EAST D  
 SOUTH HUTCHINSON, KS. 67505  
 NUMBER OF EMPLOYEES:  
 MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 3  
 FULL TIME: 3 PART TIME: 0  
 SIC: 9011 NAICS:921190

( 003 ) 500 E AVENUE C  
 SOUTH HUTCHINSON, KS. 67505  
 NUMBER OF EMPLOYEES:  
 MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 6  
 FULL TIME: 6 PART TIME: 0  
 SIC: 9011 NAICS:921190

( 004 ) 20 E BLANCHARD AVE  
 SOUTH HUTCHINSON, KS. 67505-1632  
 NUMBER OF EMPLOYEES:  
 MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 10  
 FULL TIME: 10 PART TIME: 0  
 SIC: 9011 NAICS:921190

| CLASSIFICATION PHRASEOLOGY                                    | .CODE . | ESTIMATED .   | RATES .      | ESTIMATED |
|---|---------|---------------|--------------|-----------|
|   | . NO. . | ANNUAL .      | PER \$100 .  | ANNUAL    |
|   |         | REMUNERATION. | REMUNERATION | PREMIUM   |
| STREET OR ROAD CONSTRUCTION -<br>PAVING OR REPAVING & DRIVERS | .5506 . | 132,560.      | 6.36 . \$    | 8,431.00  |
| WATERWORKS OPERATION & DRIVERS                                | .7520 . | 126,319.      | 4.20 . \$    | 5,305.00  |
| SEWAGE DISPOSAL PLANT<br>OPERATION & DRIVERS                  | .7580 . | 75,710.       | 3.14 . \$    | 2,377.00  |
| POLICE OFFICERS & DRIVERS                                     | .7720 . | 318,690.      | 3.84 . \$    | 12,238.00 |
| CLERICAL OFFICE EMPLOYEES NOC                                 | .8810 . | 190,523.      | 0.17 . \$    | 324.00    |
| MUNICIPAL, TOWNSHIP, COUNTY OR<br>STATE EMPLOYEE NOC          | .9410 . | 65,658.       | 9.43 . \$    | 6,192.00  |
| BUILDING OR PROPERTY<br>MANAGEMENT - ALL OTHER<br>EMPLOYEES   | .9015 . | IF ANY.       | 4.49 . \$    | 0.00      |

ISSUED FROM: WICHITA, KS

AS QUOTED ON: 02/03/22 (BPP)



EMC PROPERTY & CASUALTY COMPANY  
SOUTH HUTCHINSON CITY

EFF DATE: 04/01/22

QUOTE NUMBER: H528806-04  
EXP DATE: 04/01/23

|                                       |  |          |        |     |            |
|---------------------------------------|--|----------|--------|-----|------------|
| FIREFIGHTERS & DRIVERS                | .7710 .  | 144,803. | 5.45 . | \$  | 7,892.00   |
| FIREFIGHTERS & DRIVERS -<br>VOLUNTEER | .7711 .  | IF ANY.  | 5.45 . | \$  | 0.00       |
| EMPLOYERS LIABILITY                   | .9812 .  | .        | .      | \$  | 470.00     |
| PREMIUM FOR INCR LIMITS PART TWO.     | .  | .        | .      | .   | .          |
| \$ 2,500 DEDUCTIBLE<br>Per Claimant   | .9664 .  | .        | .      | \$  | -1,069.00  |
| -----                                 |  |          |        |     |            |
|                                       | SUBJECT PREMIUM  |          |        | .\$ | 42,160.00  |
| -----                                 |  |          |        |     |            |
|                                       | MODIFIED PREMIUM - EXP. MOD. APPLIED<br>(1.570)            |          |        | .\$ | 66,191.00  |
| -----                                 |  |          |        |     |            |
|                                       | SCHEDULE MODIFICATION CREDIT 9887                          |          |        | .\$ | -10,591.00 |
| -----                                 |  |          |        |     |            |
|                                       | STATE TOTAL ESTIMATED STANDARD PREMIUM                     |          |        | .\$ | 55,600.00  |
|                                       | CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT               |          |        | .\$ | -4,150.00  |
|                                       | Terrorism - Code 9740 (RATE .012)                          |          |        | .\$ | 127.00     |
|                                       | Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .024) |          |        | .\$ | 253.00     |
| -----                                 |  |          |        |     |            |
|                                       | STATE TOTAL PREMIUM  |          |        | .\$ | 51,830.00  |
| -----                                 |  |          |        |     |            |
|                                       | ESTIMATED POLICY PREMIUM                                   |          |        | .\$ | 51,830.00  |
|                                       | EXPENSE CONSTANT   |          |        | .\$ | 160.00     |
| -----                                 |  |          |        |     |            |
|                                       | TOTAL ESTIMATED POLICY PREMIUM                             |          |        | .\$ | 51,990.00  |

ISSUED FROM: WICHITA, KS

AS QUOTED ON: 02/03/22 (BPP)

**RESOLUTION NO. \_\_\_\_\_**

\_\_\_\_\_, **STATE OF KANSAS**

**WHEREAS**, the Governing Body of \_\_\_\_\_, has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, and the Inter-local Cooperation Act, K.S.A. 12-2901, et seq., as amended, to participate in and form a group-funded pool for workers compensation coverage; and

**WHEREAS**, the \_\_\_\_\_ has reviewed an agreement to cooperate with other municipalities to form such group-funded pool entitled By-Laws and Inter-local Cooperation Agreement for the Kansas Municipal Insurance Trust (KMIT), a copy of which is attached hereto and incorporated by reference in this Resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ OF THE ABOVE STATED MUNICIPALITY THAT:**

1. The By-Laws and Inter-local Cooperation Agreement for the Kansas Municipal Insurance Trust, a copy of which is attached hereto and incorporated by reference into this Resolution, is hereby approved.
2. The Mayor is hereby authorized and directed to sign the Agreement on behalf of the municipality.
3. Neither this Resolution or the Agreement is intended to, nor does it provide for coverage in excess of the limitation on liability within the Workers Compensation Act, K.S.A. 44-501 et seq., or amendments thereto.
4. The municipality understands and further by execution of this Resolution and the Agreement agrees that it will comply with the requirements of the Workers Compensation Act and amendments thereto and further understands that in accordance with the BY-LAWS AND INTER-LOCAL COOPERATION AGREEMENT THAT THE INDIVIDUAL MEMBERS OF THE COOPERATION MAY BE SUBJECT TO ASSESSMENT OF ADDITIONAL CONTRIBUTIONS UNDER THE CIRCUMSTANCES DESCRIBED IN THE AGREEMENT.

5. One copy of the signed Agreement shall be mailed to the Pool Administrator of the Kansas Municipal Insurance Trust along with a copy of this Resolution, one copy of the signed Agreement shall be filed with the County Register of Deeds, and one copy of the signed Agreement shall be filed with the Secretary of State of the State of Kansas.

The foregoing Resolution was adopted by a majority vote of the Governing Body of the above-named municipality, State of Kansas, on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# BY-LAWS AND INTERLOCAL COOPERATION AGREEMENT FOR THE KANSAS MUNICIPAL INSURANCE TRUST

*Effective Date: December 10, 2021*

In consideration of the mutual covenants contained herein, this Interlocal Cooperation Agreement is made and entered into by and among Kansas municipalities which execute this Agreement and become members of the Kansas Municipal Insurance Trust (“KMIT” or “the Trust”), each of which hereby agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement.

## **ARTICLE 1. Authority.**

1.1 The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended and the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, authorize this Agreement and the powers commonly held and to be jointly exercised by Kansas municipalities which become members of the Kansas Municipal Insurance Trust.

## **ARTICLE 2. Definitions.**

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

- 2.1 Act. The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended from time to time.
- 2.2 Administrator. An individual or firm contracted by the KMIT Board of Trustees.
- 2.3 Agreement. The By-Laws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.4 Board of Trustees or Board. The Board of Trustees of the Trust.
- 2.5 By-Laws. The By-Laws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.6 Contributions. Amounts paid by members to receive the benefits of the Trust.
- 2.7 Member. A Kansas municipality which adopts this Agreement and becomes a member of the Trust.
- 2.8 Municipality. Any Kansas municipality (as defined by K.S.A 75-6102), and the

League of Kansas Municipalities.

2.9 Pool. The Kansas Municipal Insurance Trust.

2.10 Trust. The Kansas Municipal Insurance Trust.

2.11 Trustee. A person serving on the Board.

### **ARTICLE 3. Purposes.**

3.1 The purposes of this Agreement are to:

- a. Form a group-funded Pool, known as the Kansas Municipal Insurance Trust, as permitted by the Act, to fund through joint self-insurance, excess insurance, reinsurance, or other lawful manner, obligations imposed upon employers under the workers' compensation Act as described in articles 5 and 5a of Chapter 44 of the Kansas Statutes Annotated, as from time to time amended, and to take any action authorized by law or as determined by the Board, with the powers set forth in this Agreement; and
- b. Provide, through the Trust, certain claims and risk management services related to the workers' compensation liabilities so pooled, and assist members in reducing and preventing such workers' compensation liabilities; and
- c. Provide for the establishment, maintenance, and administration through the Trust of an association health plan program, to fund, through insurance, self-insurance, reinsurance, or other lawful manner, obligations of employer Members participating in the association health plan program with respect to group health benefits for their eligible employees, which association health plan program will operate on such terms and conditions as may be established by the Board from time to time and which will be maintained and administered by a committee consisting of representatives of the Members participating in the program.

### **ARTICLE 4. Creation of Trust.**

4.1 There is hereby created the Kansas Municipal Insurance Trust as a separate legal public entity, constituting an interlocal governmental agency as provided by law. The Trust shall continue in effect until dissolved in accordance with this Agreement.

4.2 The Trust is formed, financed, organized, and shall operate in accordance with the provisions of this Agreement. This Agreement constitutes the by-laws of the Trust.

4.3 The Trust may sue and be sued.

- 4.4 In accordance with the provisions of the Interlocal Cooperation Act, this Agreement shall be submitted to the Attorney General to determine whether it is in proper form and compatible with the laws of Kansas, and to such other state officers encompassed by this Agreement, as may be required by the Interlocal Cooperation Act or other laws of this state, and to the Commissioner of Insurance as part of the application and certification process to establish a group-funded Pool under the Act. Any municipality which enters into this Agreement shall file a copy of the Agreement with its Register of Deeds and with the Secretary of State, in accordance with the provisions of K.S.A. 12-2905, and amendments thereto.
- 4.5 This Agreement shall take effect and may be amended and shall continue in effect until the Trust is dissolved, all as provided herein.
- 4.6 This Agreement does not establish an insurance company, nor shall the benefits or obligations of this public agency constitute a policy of insurance coverage.
- 4.7 The Trust may be compromised of two or more separate and segregated trust funds (each a "Fund") as determined by the Board to be necessary or appropriate for the funding and administration of each of the programs established pursuant to the agreement. Without limiting the foregoing, there shall be at least one Fund for the workers' compensation program and at least one separate Fund for the association health plan program. Each Fund will be maintained and administered in accordance with the terms and provisions of this Agreement, but the assets of each Fund will only be available for the payment obligations in connection with the program under which it is established.

#### **ARTICLE 5. Members.**

- 5.1 Membership in the Trust is limited to those municipalities which: (1) meet the requirements established by the Board of Trustees; and (2) which properly adopt this Agreement.
- 5.2 Municipalities, including former members, may be admitted to the Trust after its formation only upon approval of the Board and subject to the conditions set out in this Agreement and such additional conditions as the Board may from time to time require.

#### **ARTICLE 6. Board of Trustees.**

- 6.1 The Board shall be composed of eleven persons elected by the members, each of whom shall be a representative of a different member.
- 6.2 The Administrator or designee shall attend all meetings of the Board of Trustees.
- 6.3 Election of Trustees shall take place at the annual meeting of the members. Trustees shall assume office at the first Board meeting following their election.

- 6.4 Terms of the Trustees shall be two-year overlapping terms or until their successors are elected except that, of the Trustees first elected pursuant to Section 6.1, six will be elected to serve until the first Board meeting following the annual meeting of the members held during 1995; and five will be elected to serve until the first Board meeting following the annual meeting of the members held during 1996. No person shall serve as a Trustee more than three consecutive two-year terms. However, this term limitation shall not include the initial term of office (January 1994 through October 1994).
- 6.5 A vacancy shall occur on the Board when a Trustee:
- a. Submits a written resignation to the Board.
  - b. Dies.
  - c. Ceases to be a Member Representative.
  - d. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.
  - e. Is removed by the members pursuant to Article 10.
  - f. Is convicted of a felony.
  - g. The Board shall have the power to suspend any trustee who fails to resign for cause as stipulated in Article 6.5 (c), (d) and (f) until such time as removal is approved by KMIT members pursuant to Article 10.
- 6.6 Any vacancy in the position of Trustee will be filled by appointment of the President of the Board, at the recommendation of the Nomination Committee, until the next annual meeting of the members, at which time the members shall elect a person to fill the vacancy for the unexpired term.
- 6.7 No Trustee may be an owner, officer, or employee of any service agent or representative, as provided in K.S.A. 12-2627, and amendments thereto. Each Trustee must be a resident of Kansas.

**ARTICLE 7. Officers, meetings, procedures.**

- 7.1 The officers of the Board shall be: president, vice-president, and treasurer. The Board shall establish the powers and duties of each officer, consistent with this Agreement. The vice-president may exercise the powers of the president in the absence of the president. Officers shall be elected by and from the Trustees, at the first Board meeting following each annual meeting of the members.
- 7.2 The Administrator shall serve as Secretary of the Board.
- 7.3 The Board shall fix the date, time and place of regular meetings, which may be held without further notice. Special meetings may be called by the President or by any six Trustees, by digital notice of at least two business days, executed through and by the Administrator. Special meetings may be via phone conference.
- 7.4 Six Trustees shall constitute a quorum to do business. All acts of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by this Agreement.
- 7.5 The Board shall adopt such procedures as it deems necessary or desirable for the conduct of its business.
- 7.6 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Trustees. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

**ARTICLE 8. Powers and duties of the Trust and the Board.**

- 8.1 The Trust shall have all powers necessary or desirable to achieve the purposes of the Trust. The Board may exercise all powers of the Trust except those powers reserved to the members, and all powers necessary and proper for the operation of the Trust and implementation of this Agreement, subject to the limits of this Agreement and the Act. The Board is responsible for all operations of the Trust.
- 8.2 Subject to the limits of the Act, the powers of the Board shall include, but not be limited to, the power to:
- a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Act.
  - b. Establish member contributions, pursuant to guidelines adopted by the Board from time to time.
  - c. Serve as the policy-holder of any group policies or plans.

- d. Determine the methods of claim administration and payment; provide for claim experience for the members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
- e. Jointly self-insure or obtain excess insurance (specific or aggregate) or reinsurance, or any combination thereof, or otherwise provide for the funding of coverage provided by or through the Trust, as the Board deems appropriate.
- f. Provide for the administration of the moneys of the Trust, for the manner of payments to the Trust, and for payment of all expenses of the Trust; establish standards for the accountability of all receipts and disbursements of the Trust; and establish procedures for safekeeping, handling and investing such moneys received or paid.
- g. Acquire, lease, hold, and dispose of real and personal property.
- h. Exercise the full power and authority of any member of the Trust when requested to do so by the member's governing body.
- i. Provide for necessary activities to accomplish the purposes of this Agreement and of the Trust.
- j. Do any act permitted by law and not in conflict with this Agreement.
- k. Provide for an independent audit of claim handling procedures, payments, or overall operations of the Trust, at such times as the Board may determine.
- l. Establish loss reduction, prevention and risk management policies, procedures, and requirements for members of the Trust.
- m. Adopt and adjust the coverage provided through the Trust in concurrence with any affected excess insurers or reinsurers.
- n. Enter into contracts as necessary or appropriate for the operation of the Trust.
- o. Appoint committees from time to time, as the Board considers appropriate.
- p. Approve attorneys or firms of attorneys to represent members in claims covered by or through the Trust.
- q. Obtain the services of agents, attorneys, brokers, consultants, employees and service providers as necessary or appropriate for the operation of the Trust.
- r. Provide risk management services and educational and other programs related

to risk management.

- s. Establish from time to time the address where the books and records of the Trust will be maintained.
- 8.3 Subject to the limits of the Act, the Board shall:
- a. Perform all duties required by the Act.
  - b. Obtain and provide to members annually an audit of the finances of the Trust performed by an independent certified public accountant.
  - c. Provide for monthly financial statements to account for income, expenses, assets and liabilities of the Trust.
  - d. Provide at least annually for an actuarial review of the Trust.
  - e. Adopt a budget annually and report the budget to the members.
  - f. Require that fidelity bonds be in effect for every person having access to moneys of the Trust.
- 8.4 The Trustees shall not extend credit to individual members for any purpose.
- 8.5 The Board will establish a committee to oversee the maintenance and administration of the association health plan program, which committee will consist solely of representatives of Members that are participating in the association health plan program. Unless otherwise provided by the Board in the committee charter or other similar governing document for the committee, the committee will operate under the following provisions:
- a. The committee will consist of as many individuals as there are Members participating in the association health plan program, and each participating Member will appoint one representative to the committee. A committee member may be removed by the participating Member that appointed the committee member or by a vote of the committee as a whole (other than the committee member in question). If any committee member resigns, dies, is removed, or otherwise fails to continue serving as a member of the committee, a successor will be appointed by the participating Member for which such committee member served as a representative.
  - b. All decisions of the committee will be by a two-thirds vote of the members of the committee present at a meeting or by written consent of at least two-thirds of the members of the committee. Quorum will exist for a meeting of the committee only if a majority of the committee members are present at the meeting. Meetings may be held in-person or through synchronous telephonic or electronic means.

- c. The committee may exercise such powers and duties as may be granted or delegated to the committee by the Board, but will in all events have the power and authority to (i) establish and modify the plan design of the association health plan, (ii) make discretionary interpretations regarding the terms and provisions of the plan documents setting forth the terms and conditions of coverage available through the association health plan program, (iii) act as a named fiduciary of the association health plan responsible for determining claims and appeals arising under the plan (or delegate such function, in whole or in part, to a third-party insurer or administrator), and (iv) exercise the functions of the plan administrator of the association health plan, including but not limited to: (1) establishing banking relationships and financial accounts in furtherance of the health plan, (2) contracting the services of the KMIT's Pool Administrator and management-related service providers, (3) negotiate and remit reasonable compensation for management services provided.
- d. The power and authority to oversee and administer the Trust will be retained by the Board, except that any separate Fund established in connection with the association health plan program will be maintained and administered for the benefit of the individuals participating in the association health plan, and the Board may delegate to the committee such authority with respect to the management and administration of such Fund as it deems necessary or appropriate. The separate Fund (or Funds) established in connection with the association health plan program will be utilized for the collection of all funds that may be received in connection with program, such as premiums or other contributions toward the cost of coverage, service fees, rebates, incentives, and refunds, and for the disbursement of all funds needed to pay costs of the program, such as premium payments and payment of benefit claims, administrative fees and expenses, and compensation of service providers.

## **ARTICLE 9. Financing.**

- 9.1 All moneys contributed to the Trust, and earnings thereon, shall be held in the name of and for the benefit of the Trust.
- 9.2 The Board shall establish member contributions pursuant to guidelines established by the Board from time to time consistent with the Act. The contributions may include, as the Board determines, an annual contribution, contributions on a periodic basis more frequent than annually, and any additional contributions which the Board deems necessary or appropriate to protect the financial condition of the Trust. The contributions may be based upon experience modification factors, payroll audits, or any other bases the Board considers appropriate. Additional contributions may be imposed after the year in which coverage is provided.

- 9.3 A member shall only be responsible for additional contributions to the Trust which relate to claims arising out of occurrences during and expenses relating to years in which the municipality is a member of the Trust.
- 9.4 Any refund of surplus moneys shall be consistent with the Act and with policies adopted by the Board. No refund of surplus moneys shall be made to any member or former member which owes any amount to the Trust until the amount so owed is paid, and any amount so owed may be deducted from the refund to the member or former member. No refund of surplus moneys shall cause the Trust to become impaired or insolvent.
- 9.5 Investments of moneys of the Trust shall be limited to those investments permitted by the Act.

**ARTICLE 10. Members' powers and meetings.**

- 10.1 The members shall have the power to:
- a. Elect Trustees pursuant to Article 6.
  - b. Remove any Trustee from the Board by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
  - c. Dissolve the Trust by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
  - d. Amend the Agreement by an affirmative vote of two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.
- 10.2 Members shall meet at least once annually in conjunction with the annual meeting of the League of Kansas Municipalities. Special meetings of the General Membership may be called by the Board or pursuant to a procedure to be established by the Board. A special meeting shall be called upon written request executed by at least thirty percent (30%) of the membership.
- a. Notice of any member meeting shall be mailed by the Administrator to each member at least fifteen days in advance.
  - b. The president of the Board shall preside at the meeting.
  - c. Fifty-one percent of the membership or 15 members present at a meeting shall constitute a quorum to conduct business.

- d. Proxy voting shall not be allowed.
- e. Each member shall be entitled to one vote, to be cast by its representative.
- f. The location of meetings of members will be as determined from time to time by the Board.

#### **ARTICLE 11. Obligations of Members.**

##### 11.1 Members shall have the obligation to:

- a. Pay promptly all contributions and other payments to the Trust at such times and in such amounts as shall be established in accordance with this Agreement, including any interest and penalties for late payment as may be required by a policy adopted by the Board.
- b. Recognize/observe that each member shall have only one vote at any meeting of the General Membership. If needed, the Administrator shall provide ONE written ballot for each member, and that ballot must be signed by an official of the member city in order to be valid. Written balloting may be waived by an overwhelming show of hands on any given question, as determined by the President.
- c. Allow the Trust and its Administrator, agents, contractors, employees and officers reasonable access to all facilities of the member and all records required for the administration of the Trust and implementation of this Agreement.
- d. Cooperate fully with the Trust's attorneys and Administrator, and any other agent, contractor, employee or officer of the Trust in activities relating to the purposes and powers of the Trust.
- e. Provide information requested by the Trust, its Administrator, and any other agent, contractor, employee or officer of the Trust, as reasonably required for the administration of the Trust.
- f. Allow the Trust, and attorneys and others designated by the Trust, to represent the member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Trust.
- g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board. The Trust does not assume any duty the member may have to provide safe facilities, equipment, machinery, or operational procedures for its employees or the public.
- h. Report to the Trust, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Trust

being required to consider a claim.

- i. Report to the Trust, in the form and within the time required by the Board, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts.
- 11.2 It shall be the express obligation of every member of the Trust to comply with the workers' compensation laws of the State of Kansas and such laws shall govern the duties of employers and the liabilities to employees of the members of the Trust.

**ARTICLE 12. Withdrawal or non-renewal of members.**

- 12.1 Any member may withdraw from the Trust on any coverage renewal date by written notice of withdrawal provided to the Administrator no later than 60 days prior to the renewal date, unless the Board and any affected excess insurer or reinsurer agrees to a shorter notice period.
- a. In the event that a member chooses to withdraw at a point in the premium (calendar) year other than the renewal date, a "short-rate cancellation" schedule shall be applied. The "short-rate cancellation" amount will be determined by use of the National Council on Compensation Insurance, Inc. (NCCI) Basic Manual (most current edition), under "RULE 3 – RATING DEFINITIONS AND APPLICATION OF PREMIUM ELEMENTS" of that manual.
- 12.2 The Board may, at its option, non-renew any member with the Trust on any coverage renewal date by written notice of non-renewal provided by the Administrator no later than 60 days prior to the renewal date.
- 12.3 A withdrawn or non-renewed member shall lose all voting rights upon withdrawal or non-renewal. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after the member's withdrawal or non-renewal, shall be consistent with this Agreement, any policy adopted by the Board, any excess insurance or reinsurance policy of the Trust, and the Act.

**ARTICLE 13. Cancellation of membership.**

- 13.1 The membership in the Trust of a member which fails to make a contribution or any other payment due the Trust shall be automatically canceled on the sixtieth day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due the Trust shall be mailed to the member at least thirty (30) days prior to the date of automatic cancellation. A cancellation of membership under this paragraph 13.2 shall not be subject to the provisions of

paragraph 13.3.

- 13.2 Membership in the Trust may be canceled for failure to carry out any other obligation of a member, subject to the following:
- a. The member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that cancellation of membership could result if the failure is not so cured.
  - b. If the failure is not cured within the time required by the Board's notice or any extension of such time as the Board may grant, the Board may cancel the membership. The member may request a hearing before the Board on the proposed cancellation. The request shall be made in writing to the Administrator at least five days before the end of the period given by the Board to cure the alleged failure.
  - c. If a hearing is timely requested, the Board shall provide the member at least ten days' prior written notice of the time and place of the hearing, and the proposed cancellation may not take effect until such time after the conclusion of any hearing as the Board may set.
- 13.3 Cancellation of membership shall be in addition to any other remedy which may exist.
- 13.4 A member whose membership has been canceled shall lose all voting rights upon the effective date of the cancellation. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after cancellation of the membership, shall be as determined consistent with this Agreement, any policy adopted by the Board, and the Act.

**ARTICLE 14. Dissolution and disposition of property.**

- 14.1 The Trust may be dissolved by the members as provided in Article 10. In the event of dissolution of the Trust, the assets of the Trust not used or needed for the purposes of the Trust, as determined by the Board, shall be distributed exclusively to municipalities which are members of the Trust immediately prior to dissolution to be used for one or more public purposes.
- 14.2 Upon partial or complete dissolution of the Trust by the members in accordance with Article 10, the Trustees shall determine, consistent with this Agreement, all other matters relating to the disposition of property and dissolution of the Trust, by a two-thirds vote of all Trustees.
- 14.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Trust.

**ARTICLE 15. Liability of Trustees, officers, Administrator, and employees.**

*Page 12 of 16*

- 15.1 No Trustee, officer, Administrator, or employee of the Trust shall be personally liable for any acts performed or omitted in good faith nor for any debts or other liabilities, actual or contingent, of the Trust or upon contracts or engagements on its behalf. The Trust shall defend and indemnify the Trustees, officers, Administrator and employees against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed or omitted in good faith. The Trust may purchase public officials liability, errors and omissions or other insurance providing similar coverage for the Trustees, officers and employees of the Trust. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

#### **ARTICLE 16. General provisions.**

- 16.1 This document constitutes a contract among and between those municipalities which become all the members of the Trust. The terms of this contract may be enforced in court by the Trust or by any of its members.
- 16.2 Except as provided in this Agreement and to the extent of the financial contributions to the Trust agreed to herein or such additional obligations as may come about through amendments to this Agreement, no member agrees or contracts herein to be held responsible for any claims made against any other member. The contracting parties intend in the creation of the Trust to establish an organization to operate only within the scope herein set out and have not herein created as between member and member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other member, except that, to the extent required by the Act, all members of the Trust shall be jointly liable for the payment of claims to the extent of the assets of the Trust.
- 16.3 The laws of Kansas shall govern the interpretation and performance of this Agreement.
- 16.4 In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and this Agreement is expressly declared to be severable.
- 16.5 This Agreement does not relieve any member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Trust satisfies such obligation or responsibility.
- 16.6 All moneys received by the Trust are public funds, including earned interest, derived from its members which are municipalities within the State of Kansas.

- 16.7 Neither this Agreement nor any action adopting this Agreement is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act, and amendments thereto. The laws regarding workers' compensation and the benefits to the employer are reserved and shall not be deemed to have been waived by any action approving this Agreement or by membership in the Trust.
- 16.8 The provisions of this Agreement and of the other documents referred to herein, and the assets of the Trust, are for the benefit of the members of the Trust only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Trust shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.9 It is the intention of the members that the Trust and any income of the Trust not be subject to taxation, and the members shall cooperate in such respects, including amending this Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Trust.
- 16.10 Except as permitted in this Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the members.
- 16.11 To the extent permitted by any applicable excess insurance or reinsurance, if the Board or its authorized representative and a member disagree on whether a loss is covered through the Trust or on the amount of a covered loss, the Board or its authorized representative or the member may request that the disagreement be submitted to binding arbitration as follows:
- a. Unless otherwise agreed by the Board or its authorized representative and the member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.
  - b. The decision of the panel shall be binding on the Board or its authorized representative and the member.
  - c. The Trust shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Trust and the member.

- 16.12 In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payments to all the rights of the member against any other person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to effect recovery.
- 16.13 The provisions of the Act are hereby adopted by reference as a part of this Agreement, and any provision of this Agreement in conflict with the Act shall be inapplicable.
- 16.14 This Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Trust.
- 16.15 This executed Agreement replaces and supersedes all prior By-Laws for Kansas Municipal Insurance Trust.

In witness whereof, the parties hereto have entered into this Agreement by the execution of this signature page which shall be attached to and be a part of this Agreement.

This Agreement is executed by \_\_\_\_\_, pursuant to Article 10, 10.1(d), as a result of certain changes to the By-Laws adopted at a Meeting of the Members of KMIT on December 10, 2021.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*The original KMIT By-Laws have been amended on October 7, 1996, October 8, 2001, October 7, 2012, September 17, 2017, and December 10, 2021.

**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Bank Account Set Up

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**Background/Analysis** – At the February 7 meeting, staff requested permission to close a checking account that was originally set up to separate equipment reserve funds from other city funds.

Within days of closing this account and unrelated to that act, our bank announced it was imposing new banking fees and service charges. The best way to offset these fees is to set up a new checking account and designate an existing account as a money market account.

Please see attached explanation from Simmons bank.

**Financial Impact** – Minimal financial impact benefit from offsetting banking fees

**Recommendation** – Motion to authorize city clerk to open checking account and set up a money market fund.

**Exhibit G** – Simmons Bank email

## Joseph Turner

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**From:** Karin Andrade  
**Sent:** Friday, February 18, 2022 9:02 AM  
**To:** Joseph Turner  
**Cc:** Lesley Fazio  
**Subject:** Simmons Bank Follow-up  
**Attachments:** Expected Treasury Management Services Pricing Statement.pdf

Good morning Joe,

To follow-up on our call yesterday, I have outlined the recommendations below and included a pro forms to illustrate the fees and the average collected balance that is needed to offset fees. Once I have your green light, we can make the changes. After your review, please confirm how you would like to proceed and/or reach out with additional questions.

- Change the existing account types to analyzed to utilize the Earning Credit Rate (ECR) to offset the fees. The current ECR is .05 bps.
  - o The required balance given the volumes we looked at is \$1.4 million needed to offset the fees in both accounts. We can group the accounts on the back end to look at the total balances within both accounts to offset the fees.
- Given your total balances, you will have idle balances that can be placed in a Money Market (will need a new account) to maximize your interest earnings.
  - o After reviewing your accounts in greater detail, I realized per our agreement and your relationship as a public funds client, we are required to collateralize your funds. The agreement requires a 100% collateralization, however, we collateralize 105%. Therefore, the interest on the Money Market will stay at .05 bps. As our rate environment changes, we hope to see this rate increase.
  - o You can manually transfer into this account as often as you would like. There are limitations on moving money out of the account (limit is 6 electronic withdrawals).

Action Items to Confirm:

- We can change the accounts types and group the two existing accounts right away to avoid additional charges and maximize the ECR.
- Confirm you would like a Money Market account opened for your idle balances.

Thank you again for your time yesterday. Have a great weekend!

Regards,

**Karin R. Andrade**

SVP, Treasury Management

Simmons Bank

316.212.1122

1251 NW Briarcliff Parkway, Suite 150 | Kansas City, MO 64116

**Treasury Management Support**

**Corporate Card Support**

**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Purchase of Generator for Well #4

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**Background/Analysis** – Purchasing a generator for Well #4 was identified by staff as a priority and supported by the governing body during extensive discussions regarding the Council’s goals and priorities.

The City of South Hutchinson has three water wells that provide 100% of our water supply to residents and businesses. Two of these wells have generators on-site. The demands on our system require a minimum of two wells to be fully operational.

For short durations, we can operate on one well depending on the amount of water stored in our water towers, time of day, and most importantly, the level of activity at the Tyson Foods plant.

Well #5 features a generator that is believed to be original to the installation of the well. We have recently encountered multiple issues with this generator and have difficulty finding parts or compatible components due to age. This includes an oil leak that was in violation of KDHE regulations.

Well #3 features a generator of an unknown age. It was purchased by the City around a decade ago. We have not experienced any significant issues with it to date. It can be moved over to Well #4, if necessary.

If you recall, Superintendent Ronnie Pederson relocated our backup trailer mounted generator to a permanent foundation at Well #3 shortly before the December windstorm that knocked out power to our wells.

Well #3 was able to be powered by its generator. The old generator at Well #5 overheated and did not work for about 45-minutes until our team solved the problem. During this time, we only had one well that was operational.

Within the last month, the Well #5 generator was offline for about 48-hours as staff worked to replace a broken water pump. That left us with only one well that could operate during a power outage.

Staff solicited quotes on generators from four vendors and received two responses from Foley Power Solutions (Caterpillar) and Central Power Systems & Services, which sells a Rolls Royce/MTU product.

We were unable to get a response from the vendors for Cummins or Detroit Diesel products and did not solicit estimates for any Generac products.

See the comparison table below:

| VENDOR                | BRAND       | PRICE    | DELIVERY    |
|-----------------------|-------------|----------|-------------|
| Central Power Systems | MTU         | \$34,925 | 25-27 weeks |
| Foley Power Solutions | Caterpillar | \$39,700 | 38-40 weeks |

Staff recommends the purchase of the Foley Power/Caterpillar product. This is primarily based on reputational quality and dependability. Additional factors include familiarity and comfort with the Caterpillar line of products that are used extensively in our public works departments and a very high level of customer service provided by Foley.

Note that this cost does not include electrical hook-up and installation.

**Financial Impact** – The purchase would be paid out of 901 – Capital Equipment Reserve Fund. The fund currently has a balance of \$122,000 for the water department.

**Recommendation** – Motion to authorize purchase of generator from Foley Power Solutions in the amount of \$39,700.

**Exhibit H** – Estimates from Foley Power Solutions and Central Power Systems & Services

# CENTRAL

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## POWER SYSTEMS & SERVICES



A Rolls-Royce  
solution

1/17/2022

Expires: 3/17/2022

Proposed For: City of South Hutch

Project Name: Water Well #4

Quotation: 303270026

The following MTU Onsite Energy quotation is presented by Central Power Systems & Services (CPS&S). CPS&S has been a distributor of power systems since 1954 including equipment sales, parts, and a dedicated team of factory-trained field service technicians. Aftersales support is offered 24/7 through 9 locations in Missouri, Kansas, and Oklahoma.

We are pleased to quote the following new generator set and associated equipment:

- 1) 100KW, MTU, Diesel, Generator Set at 480V, 3-Phase
- 1) Asco, 200 Amp, 3 Pole, 4 Wire, 480V, Nema 3R Transfer Switch

Pricing will be found on the following pages, as well as a detailed list of equipment and services to be included in this quote. Please feel free to contact us with any questions.

Sincerely,

*Mike Echelberry*

Mike Echelberry  
Critical Power Specialist  
Central Power Systems and Services  
316-789-7370 Office  
316-619-5168 Mobile  
[mike.echelberry@cpower.com](mailto:mike.echelberry@cpower.com)

**Central Power Systems & Services Inc. ♦ Air / Light / Power Division**

1900 Plumbers Way ♦ Liberty MO 64068 ♦ 816.415.6700 ♦ 816.415.6767 FAX ♦ [www.cpower.com](http://www.cpower.com)

**FULL SERVICE BRANCHES**

Liberty (KC) MO ♦ Springfield MO ♦ St. Louis MO ♦ Wichita KS ♦ Salina KS ♦ Colby KS ♦ Liberal KS ♦ Great Bend KS ♦ Woodward OK

## BILL OF MATERIALS

|                         |   |
|-------------------------|---|
| <b>Model:</b>           | MTU 4R0120 DS100  |
| <b>Quantity:</b>        | 1   |
| <b>Output:</b>          | 100kW, 125kVA, 150Amps  |
| <b>Ratings:</b>         | Emergency Standby, NFPA 110, UL2200   |
| <b>Voltage:</b>         | 480V, 3 Phase, 12 Wire  |
| <b>Engine:</b>          | 60Hz, Diesel, 1800 RPM<br>Model: 4R924G70S<br>EPA Certified for Emergency Standby<br>Single Stage Air Cleaner |
| <b>Cooling System:</b>  | Unit Mounted Radiator, 50 °C  |
| <b>Block Heater:</b>    | -20° F, 120 Volt Input, 1-Phase, 1500W Output, with isolation valves  |
| <b>Alternator:</b>      | 130°C, with DVR2400 & PMG Excitation,   |
| <b>Control Panel:</b>   | MGC - 1510 Control Panel  |
| <b>Circuit Breaker:</b> | 175 Amp, 3 Pole, 100% Rated with LI Trip  |
| <b>Battery:</b>         | Heavy Duty Lead Acid Battery with Rack and Cables   |
| <b>Battery Charger:</b> | 6 Amp, 120V Input, Mounted and Wired  |
| <b>Enclosure:</b>       | Level 1, Weather Enclosure, Steel   |
| <b>Silencer:</b>        | Critical Grade Silencer   |
| <b>Fuel Tank:</b>       | 24 Hour /230 Gallons w/ Stub ups  |
| <b>Annunciator:</b>     | No Remote Annunciator   |
| <b>Transfer Switch:</b> | Asco, NEMA 3R, 200 Amp, 3 Pole, 4 Wire, SE Rated  |
| <b>Owner's Manual:</b>  | 1 ea., Printed & USB  |
| <b>Warranty:</b>        | 2 Year / 3000 Hour Standard Factory Standby Limited Warranty  |

## Distributor Start-Up

**Labor and Items Included in Startup:** Deliver equipment to site, offloaded by others. Start-up provided after installation has been completed by others. One trip to the site for start-up and training is included, additional trips to be billed at the standard labor and mileage rate. Items which shall be done prior to start-up and training are as follows:

- 1) Terminate all electrical connections to the generator(s), transfer switch(s), and any accessories.
- 2) Connection of an appropriate fuel source with sufficient fuel level to complete required testing and training.

## Clarifications

- Quotation does not include sales tax, diesel fuel, or unloading of equipment at the job site unless otherwise noted.
- Quote is valid for 60 days. Order must be received and released for production within 30 weeks to guarantee price.
- Terms are net-30 WAC. A 10% retainage may be held back until start-up or 90 days, whichever comes first.
- Lead time given is accurate as of quotation date. Lead times fluctuate, and can change between now and order date.

Total Offer Price: **\$34,925.00**

Current Lead Time: 25-27 Weeks

## Offer Acceptance

I hereby authorize Central Power Systems & Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: 303270026 , which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

**Proposed By:**

**Mike Echelberry**  
**Critical Power Specialist**  
**Central Power Systems & Services**  
**316.789.7370 Office**  
**316.619.5168 Cell**  
**Mike.echelberry@cpower.com**

**Accepted By:**

**Company:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO #:** \_\_\_\_\_



03/16/2022

**Attn:** RONNIE PEDERSON  
 SOUTH HUTCHINSON, CITY OF  
 ronniep@southhutch.com

**Quote:** 31010303v.01

**Re: SOUTH HUTCHINSON-WATER WELL**

Thank you for considering Foley Power Solutions for your current Electric Power Generation needs! Our team looks forward to providing you with quality products and services that you can depend on. We have been the authorized Caterpillar dealer since 1940, providing diesel and natural gas generator sales, rental, and service support. We now offer assistance with Solar Power, as well.

Please review the following quotation for all details and clarifications. If there are any questions or concerns that need to be addressed, please do not hesitate to reach back out to us. It is our pleasure to offer the following equipment:

**Total Price: USD 39,700.00**

**DIESEL GENERATOR:**

Model: C4.4PGABR  
 Quantity: 1  
 Rating: 80  
 Frequency: 60 Hz

**The following features will be included:**

| Characteristic Name            | Feature Description            |
|--------------------------------|--------------------------------|
| PGS EMISSION CERTIFICATION     | EPA STATIONARY EMERGENCY       |
| VOLTAGE OPTION                 | 60HZ 3PH 480/277V VOP601       |
| APPLICATION INDICATOR          | STANDBY POWER                  |
| ENGINE RATING                  | 60 Hz, 80 kW                   |
| CONFIGURATION                  | D80-8 60HZ 480V                |
| GENSET CONTROLLER LANGUAGE     | ENGLISH PANEL LANGUAGE         |
| UL LISTING                     | UL 2200 LISTED PACKAGE GEN SET |
| ALTERNATOR TEMPERATURE RISE    | 105C TEMP RISE OVER 40C AMB    |
| ALTERNATOR                     | LC3114D 60Hz SE ALT Z5         |
| VOLTAGE REGULATOR              | INTEGRATED VOLTAGE REGULATOR   |
| BASE TYPE (MOUNTING OPTION)    | SKID WITH FUEL TANK            |
| SUB BASE FUEL TANK             | FUEL SUB-BASE TANK 209 GALLON  |
| FUEL TANK OPTIONS              | FUEL TANK FILL PIPE & LOCK CAP |
| FUEL LEVEL ALARMS / SD         | Fuel Level Alarms / SD         |
| EMERGENCY FUEL VENT PIPE       | EMERGENCY FUEL VENT PIPE UL-3" |
| ENCLOSURE                      | WEATHERPROOF ENCLOSURE (B)     |
| GENSET ENCLOSURE COLOUR SCHEME | CAT WHITE                      |
| CONTROL PANEL MODEL            | EMCP4.2B CONTROL PANEL         |
| NFPA110 BUNDLE                 | NFPA BUNDLE                    |

**Foley Power Solutions**

Foley Power Solutions - Kansas City  
 5701 E. 87th Street

Kansas City Missouri 64132

(816) 753-5300



|                               |                                |
|-------------------------------|--------------------------------|
| BATTERY OPTIONS               | STANDARD BATTERY               |
| BATTERY CHARGERS              | NFPA BATT CHARGER UL10A 120VAC |
| JACKET WATER HEATER           | JACKET WATER HEATER            |
| VOLT FREE CONTACTS GENSET RUN | VOLT FREE CONTACTS GENSET RUN  |
| COOLANT LEVEL SHUTDOWN        | LOW COOLANT LEVEL SHUTDOWN 1   |
| VIBRATION ISOLATORS           | VIBRATION ISOLATORS            |
| LOW COOLANT TEMPERATURE ALARM | LOW COOLANT TEMP ALARM         |
| CONTROL PANEL OPTIONS BOX     | CONTROL PANEL OPTIONS BOX      |
| PANEL MOUNTED AUDIBLE ALARM   | PANEL MOUNTED AUDIBLE ALARM    |
| HARNESS FOR ENGINE OPTIONS    | ENGINE OPTION HARNESS          |
| CIRCUIT BREAKER SELECTION     | SINGLE CIRCUIT BREAKER         |
| 1ST CIRCUIT BREAKER           | 150A LSI 100% RATED BREAKER    |
| SUSE BAR & LABEL FOR 2ND CB   | NOT REQUIRED.                  |
| AIR CLEANER (ENGINE)          | CARTRIDGE TYPE AIR FILTER      |
| RADIATOR                      | STANDARD RADIATOR              |
| MUFFLERS                      | ENCLOSURE SILENCER             |
| TELEMATICS HARDWARE           | PRODUCT LINK 4G LTE TELEMATICS |
| TELEMATICS HARDWARE CERTIFIED | ACCEPT - REVIEW LINK IN DESC   |
| TESTING - GENERATOR SET       | STD TEST - PKG GEN SET 0.8 PF  |

**Dealer provided components and services:**

| Quantity | Description                      |
|----------|----------------------------------|
| 1        | Start-up & Training - Model C4.4 |
| 1        | First Destination Freight        |

**AUTO TRANSFER SWITCH:**

Model: ATSGABN

Quantity: 1

Frequency: 60 Hz

**The following features will be included:**

| Characteristic Name         | Feature Description        |
|-----------------------------|----------------------------|
| ATS CONTROLLER              | TRUONE CG CONTROLLER       |
| ATS TRANSITION TYPE         | OPEN TRANSITION            |
| ATS OPERATION TYPE          | STANDARD - NO BYPASS       |
| ATS ENCLOSURE               | NEMA 3R 30A - 260A         |
| ATS AMPERAGE RATING         | 200 AMPS                   |
| MECHANICAL LUGS             | MECHANICAL LUGS - STANDARD |
| ATS VOLTAGE                 | 208 - 480V; 50/60Hz        |
| PHASE                       | THREE PHASE                |
| NEUTRAL                     | SOLID NEUTRAL 30A - 200A   |
| ATS MECHANISM TYPE          | CONTACTOR                  |
| PRICING - TRUONE            | PRICING - TRUONE           |
| GROUND BUS                  | TRUONE 3-#8-1/0 CABLES     |
| AUXILLARY POSITION CONTACTS | 2 NO CONTACTS              |

**Foley Power Solutions**

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5701 E. 87th Street

Kansas City Missouri 64132

(816) 753-5300



|                   |                             |
|-------------------|-----------------------------|
| HEATER/THERMOSTAT | TRUONE HEATER/T-STAT - 240V |
|-------------------|-----------------------------|

**Dealer provided components and services:**

| Quantity | Description |
|----------|-------------|
| 1        | ATS Freight |

**Product Dimensions:**

Product Dimensions

**Availability & Lead Times:**

Please allow approximately 2-3 weeks for submittal drawings. Product lead times can fluctuate daily; therefore, lead time will be re-evaluated at the time of order. Current lead time for this product is approximately 38-40 weeks after approved submittals.

**Terms & Conditions:**

Foley's Standard Terms & Conditions to apply. A copy is available upon request.

**Clarifications, Deviations and Exceptions:**

This proposal was based on the following section(s) of the specification: NA

**Pricing Validity:**

The pricing for this proposal is valid for 30 days and is subject to change on a daily basis due to the surcharges of commodities. A new quote may be required. Proposal does not include sales tax. Tax exempt documentation will be required to be on file with Foley Equipment at the time of order.

**Warranty:**

Caterpillar Standard Generator warranty period is 24 months/1000 hours for standby applications, refer to SELF5611. All terms begin after initial startup or 18 months after the factory ship date, whichever is sooner. Please assure that substantial completion does not exceed these warranty periods.

**Start-up, Training and Installation Service:**

With the exception of the start-up and training assistance identified as part of this scope-of-supply, all field installation of the delivered equipment is to be completed by others. Installation of shipped loose items will be the responsibility of the installing contractor(s).

Foley Power Solutions includes site visits and consultation *prior* to delivery and startup by Foley's project management team, as a complimentary part of services rendered.

Start-up services include the use of a factory authorized generator technician for testing and general training of the equipment supplied. The services will be performed during normal business hours, Monday through Friday, 7:30am to 3:30pm. Any additional trips or services rendered outside of normal business hours are available; however, a formal written request for services with a change order by an authorized person billed at prevailing rates, will be required.

**Foley Power Solutions**

Foley Power Solutions - Kansas City  
5701 E. 87th Street

Kansas City Missouri 64132

(816) 753-5300



Typical Foley start-up services include hooking up batteries, visual inspection of equipment for damage or missing parts, fluid level checks, isolator adjustments (anchoring to be done by the installing contractor), termination of wiring for remote start at generator and ATS, termination of wiring for remote annunciator panel, termination of utility power at the generator for accessory power (i.e., block heaters, battery charger), verification of proper operation of battery charger, prime fuel system, verification and download of factory control panel settings, starting of generator, verification of voltage and frequency, safety checks, verification of gauge operation, wiring continuity, safety shutoffs and controls; including automatic transfer switches, if supplied.

It is important to note that any required NETA or third party testing including but not limited to Transient Tests, Harmonic Tests, Infrared Scanning, etc. is outside the scope of this quote and will be the sole responsibility of others, if required.

**Fuel:**

Unless otherwise stated above, the fuel for startup and/or testing is excluded and provided by others.

**Offloading:**

Unless otherwise stated above, the installing contractor is responsible for the offloading of the above equipment and setting it in place.

**Load Bank Testing:**

This quotation will clearly indicate if any on-site load bank testing is included above. If there is any on-site load bank testing, it is assumed that the load banks can be stationed within 100 ft of the connection point. Additional distance will require a change order. Load bank testing is contingent on weather and may require a reschedule, if conditions are not conducive to testing at the scheduled time. Please review and confirm that the allotted hours quoted will be sufficient for this project's needs.

**Freight:**

Freight to the first destination is included within this quote via commercial carrier. If the site is not ready for equipment delivery, Foley Power Solutions can arrange for the storage and delivery to site at a later time for an additional charge.

**Installation:**

Unless otherwise stated above, the installing contractor is responsible for the installation and connections of the above equipment.

**O&M Manuals & Submittals:**

An electronic copy of the standard submittals and O&M Manuals to be provided upon request.

**Notes:**

Any required permits to be provided others.

Foley Power Solutions is an equipment supplier only. Foley limits the scope of supply for this quotation to the equipment and services identified in our bills-of-material. Unless specifically identified in the proposal, equipment and/or service related activities not identified are assumed to be supplied by others.

Please check over this quote to be certain that it meets your requirements. Foley is not liable for confirming compliance of local, state, and/or federal requirements with governing jurisdictions. We reserve the right to correct any errors or omissions in this proposal and adjust pricing as necessary to comply with the requested specifications for those errors or omissions.

Foley terms are full invoice amount is due upon receipt, with approved credit. This quote is contingent upon Customer's acceptance of Foley Power Solutions standard terms and conditions as shown on Foley's buyer's agreement available upon request. Foley reserves the right to negotiate terms and conditions of sale.

There will be a 25% cancellation fee for any orders cancelled, once the order has been placed and accepted by Foley.

Foley will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Foley.

Foley is a "Woman Owned and Controlled Business".

## Foley Power Solutions

Foley Power Solutions - Kansas City  
5701 E. 87th Street

Kansas City Missouri 64132

(816) 753-5300

**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Baseball Fields Lease Agreement

---

**Background/Analysis** – Hutch Home Plate Club, LLC (HHPC) has been leasing the Lionette ball fields for a few years. The previous leases were one-year renewable agreements. Additionally, the language was unclear in some areas as to obligations and responsibilities for each party.

I drafted the agreement and submitted it for staff review. The attached agreement has been reviewed and approved by City Attorney Stan Juhnke and Superintendent Ronnie Pederson. Zak Kirk, the representative for HHPC, also reviewed the document.

Major highlights of the agreement are as follows:

- 3-year lease agreement
- \$5,000 annual lease fee payable in ten monthly installments
- HHPC has priority access but not exclusive use of the fields
- HHPC's landscaping obligations substantively consist of maintaining the two baseball fields and anything beyond five feet of each field's respective fence line
  - City agrees to provide equipment, tools, and landscaping supplies
  - HHPC agrees to provide labor
- HHPC's building maintenance obligations substantively consist of cleaning and maintenance of the interior of the utility building and concession stand/bathroom

**Financial Impact** – Revenues generated by lease agreement will offset expenses related to the ballfields and related facilities/amenities.

**Recommendation** – Motion to authorize city administrator to enter into a lease agreement with Hutch Home Plate Club, LLC.

**Exhibit I** – Lease Agreement between City of South Hutchinson and Hutch Home Plate Club, LLC

LEASE AGREEMENT BETWEEN CITY OF SOUTH HUTCHINSON  
AND  
HUTCH HOME PLATE CLUB, LLC

For and in consideration of the mutual promises and agreements contained herein, the CITY OF SOUTH HUTCHINSON ("City"), a municipal corporation, of 2 S Main Street, South Hutchinson, KS 67505 agrees to lease to Hutch Home Plate Club, LLC ("Lessee"), a Kansas corporation organized under the laws of the State of Kansas, a specified area to operate a youth baseball program and related athletic activities and events, subject to the following terms and conditions:

1. Consideration. The City hereby leases to the Lessee the below described premises ("Premises") for the sum of FIVE THOUSAND DOLLARS (\$5,000) per year and other good and valuable consideration, including but not limited to, maintenance of the grounds and facilities, administration of organized youth baseball activities, and other organized baseball and softball events. Said sum is payable to the City of South Hutchinson in ten (10) equal monthly installment payments beginning on March 1.
2. Term and Renewal. The term of this agreement is from January 1, 2022 ("Effective Date") to December 31, 2024. Any future agreements between the parties related to the Premises shall be under the terms and conditions mutually agreed to by the parties at that time.
3. Premises. The Premises leased by the City to the Lessee are the two ballfields located at Lionette Park.
4. Use of Premises by Lessee. Lessees shall have priority use of the Premises from March 1<sup>st</sup> to November 31<sup>st</sup> of each year for the purposes of operating a youth baseball program ("Priority Use Season"). Priority Use means that the Lessee may occupy the Premises between those dates to the degree necessary to operate a youth baseball program, subject to Section 5. Priority Use does not mean exclusive use, and this Agreement does not grant Lessee any exclusive rights to occupy all or a portion of the Premises. Instead, use of the Premises by Lessee, by the City, or by the public is governed by the terms of this agreement. Use by Others shall be permitted in accordance with Section 5.
5. Use of Premises by Others. The parties understand and acknowledge that the Premises shall be designated for outdoor public recreation outside of the Priority Use period mentioned above and on other such days Lessee is not scheduled to use the Premises.
6. Use by the City. Lessee agrees that the City may use the Premises when the same is not required for use by Lessee, and such use by the City shall be consistent with the normal usage of said Premises. City agrees that it will notify lessee at least 14 days in advance and be responsible for restoring and leaving the Premises such that it will be in substantially the same condition. City use shall mean any organized activities or events conducted by or sponsored by the City.

## LESSEE OBLIGATIONS &amp; RESPONSIBILITIES

7. Change of Contacts and Officers. Lessee agrees to provide the City with accurate contact information for official organization contacts and has a continuing obligation to ensure that accurate contact information for Lessee is updated within 30 days of any changes.
8. Changes to the Premises. No construction or installation of any improvements to the Premises shall occur until the City Administrator or his designee has given prior written approval to the proposed construction. Lessee shall promptly notify the City Administrator of its intentions to construct or install any improvements upon the Premises, and Lessee agrees that it will not perform any such construction unless and until it receives written approval from the City Administrator. The Parties agree that any permanent improvements or fixtures constructed by Lessee on the Premises are the property of the City.
9. Water Leaks, Vandalism, and Damages. Lessee agrees to report any water leaks, vandalism, or damage to City within one business day of occurrence or observance.
10. Calendar of Events. Provide City with a calendar of events associated with the ball fields and 24-hour notice on any changes.
11. Maintenance of the Playing Surface. Lessee is responsible for providing all necessary labor towards maintaining the playing surface. This includes care, watering, and maintenance.  
  
City agrees to provide the fertilizer and seed, chemicals for weed abatement, and other supplies needed to care for the playing surface it deems appropriate or necessary. Lessee is responsible for bases, chalk, and gas to fuel mowers and other equipment.
12. Tools and Equipment. Responsibility for caring for and maintaining tools and equipment provided by City. This includes regular cleaning of equipment and replacing or repairing items that have been damaged or broken in instances other than normal wear and tear.
13. Utility Building and Concession Stand. Lessee is responsible for keeping interior of utility and concession buildings clean, neat, and organized and appropriately stocked with paper towels, toilet paper, etc. Lessee is also responsible for all concession equipment, including the A/C unit, but will not be responsible for maintenance of plumbing facilities.  
  
Lessee is not responsible for painting, roof repairs, or any other exterior maintenance items on either building.
14. Permits. Lessee is responsible for obtaining any necessary state and/or local permits and permissions to sell concessions, alcohol, or use of pyrotechnics.

15. Property Damage. Lessee agrees to maintain said Premises under the authority of the City Administrator or his/her designee. Lessee agrees to repair or replace any property damaged, either willfully or accidentally, by its members or invitees which occurs to the Premises.
16. Trash and Recycling. Lessee agrees to be responsible for policing the Premises and picking up and making ready for City collection of all trash, recyclables, debris and waste material, resulting from its use of the Premises by itself or any spectators in attendance at the Premises. Lessee also agrees to place all collected trash, recyclables, debris and waste in a designated location for removal by the City. Lessee agrees that it will not place yard waste or building materials in City trash receptacles.

To avoid the public's misuse of trash and recycling receptacles during the off-season, Lessee agrees to move all trash and recycling receptacles to an area of the Premises that is inaccessible to the public, as approved by the Public Works Superintendent, within fourteen days of the end of the season.

17. Grass and Weeds. Lessee shall mow any grass areas within the Premises on a substantially weekly basis. Lessee shall control weeds and grass inside and outside of fence lines through string trimming or chemical vegetation control methods. This obligation includes the backstop fence, foul fence lines, and the outfield fence and warning track area. Lessee shall control grass/weeds in such fence lines and five feet outside of the fence.

If Lessee fails to mow the grass or control weeds and grass within the fence lines as required by this section, the City may mow the areas and charge Lessee at the rate of One Hundred and Twenty-five Dollars (\$125.00) per hour for each person and machine used, provided that the Public Works Superintendent: (1) determines the need for mowing; (2) gives Lessee three (3) days' notice of his intent to do so if Lessee fails to mow; and (3) determines he/she has the available manpower and equipment to perform the mowing. Should the Public Works Superintendent not have the available personnel and equipment, he/she can arrange for a private contractor to mow at the expense of Lessee.

18. Irrigation System. Lessee is responsible for the day-to-day operation, adjustment, maintenance and replacement of the sprinkler heads on the automatic irrigation system. Lessee shall run water through each zone on the system and visually inspect each sprinkler head at least once a month to ensure proper operation of sprinkler heads. Lessee shall replace sprinkler heads with heads provided by the Public Works Superintendent or his designee.

In lieu of Lessee being charged for water usage for irrigation of the Premises, each irrigation system shall be connected to City's central control irrigation system. Connection to the central control irrigation system will be performed by the public works department. All maintenance and changes to a specific watering program shall be performed by the Public Works Superintendent, and Lessee may request modifications through email. At the

time of execution of this Agreement , the email address for the Public Works Superintendent is: ronniep@southhutch.com.

19. Winterization. Lessee shall ensure that all building systems, such as plumbing, electrical, and heating and cooling systems, are operational to ensure proper winterization at the end of the season. Lessee shall ensure that all irrigation zones are operational with no leaks in piping or sprinkler heads, to ensure proper winterization. Lessee shall report any modifications to the building systems or sprinkler system zones to the Public Works Superintendent prior to the end of the season to ensure proper operation and winterization.

#### CITY RESPONSIBILITIES

20. Tools and Equipment. City will provide Lessee with the following tools and equipment: riding mower, UTV, sod cutter, pull behind drag, and hand rakes.
21. Utility Building. City will provide Lessee with access to the utility building solely for the storage of supplies related to the maintenance and stocking of the baseball fields, concession stand, and bathroom facilities, including the storage of related baseball gear and equipment.
22. Maintenance of Grounds, Facilities, and Playground Equipment. City will be responsible for all groundskeeping matters that extend more than five feet beyond all ballfield fencing. This includes parking lots and playground equipment.

City will be responsible for the maintenance and upkeep of the exteriors for the utility building and concession stand/bathroom facilities. Additionally, City will be responsible for the care and maintenance of bleachers and announcing booths.

23. Unique or Unusual Maintenance. City, at its own expense, agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer and all repairs and surface maintenance of parking lots. This also includes routine maintenance and repairs to the electronic scoreboard, but does not include any replacement of the scoreboard or any major repairs in excess of \$500.
24. Trash and Recycling. City will provide 300 Gallon trash and recycling receptacles for use at the Premises and will remove trash on a regular schedule.
25. Irrigation. The City shall provide water to the Premises for the purpose of irrigating the facility. The City specifically reserves the right to restrict water usage under this Agreement if water restrictions are placed on other water users within the City. Prior to the start of the season, City will provide charge up and run through the automatic irrigation

systems to check for proper operation. City is responsible for the maintenance and repair of the following irrigation elements, to the extent applicable: curb stops, backflow prevention devices, backflow enclosures, main line pipings, electric control valves, controllers, and lateral irrigation piping. Lessee shall notify the Public Works Superintendent by email if any of these irrigation elements are malfunctioning or broken.

26. Winterization. On or about October 1 of each year, City shall winterize the irrigation systems. The Public Works Superintendent will coordinate with lessee on scheduling the buildings/structures for winterization, with particular consideration given to any potential Halloween festivities, events, or fundraisers.

An official from the public works department shall contact Lessee to schedule a mutually agreeable winterization date. Lessee shall provide the Public Works Superintendent with an accurate list of contacts prior to September 15 to ensure City's efficient access to the Premises and its facilities. Lessee shall have all systems in working order on the winterization date to ensure proper winterization.

27. Trees. City will provide maintenance to all trees on Premises, including hazardous tree removal, broken limb removal and corrective pruning. No tree shall be planted or removed without prior approval from the Public Works Superintendent.

#### OTHER CONSIDERATIONS

28. Non-Discrimination. The parties agree that Lessee shall comply with all civil rights and accessibility legislation, including Title VI of the Civil Rights Act of 1984, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, and Lessee shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or per discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. By signing this Agreement, Lessee certifies that it complies, and will continue to comply, with this nondiscrimination requirement.
29. Assignment or Subletting. This Agreement shall not be assigned, nor the Premises subleased, by Lessee except on written consent and approval of the City. The fee(s) or Payment(s) charged by Lessee for any assignment or sublease shall be limited in value to the cost to Lessee for utilities and maintenance, as applicable, of the Premises.
30. Termination of Agreement. City reserves the right to periodically review the performance of Lessee to evaluate compliance with the terms of this Agreement. Either party may terminate the Agreement for breach of the Agreement upon thirty (30) days written notice to the breaching party. If the breaching party does not cure the breach prior to the date of termination, then the other party may terminate the Agreement. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate, but is under no obligation to do so.

If Lessee shall dissolve, become insolvent or otherwise unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate and Lessee shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the grounds shall not be deemed as abandonment. If Lessee changes the character of its operation significantly from that of a non-profit corporation, then this Agreement shall terminate and Lessee shall have no further rights hereunder.

31. Liability. Lessee agrees that the City shall be held harmless from any and all liability arising from any operation or use under this Agreement of the described Premises by Lessee or its agents or employees or any other person using the Premises. Lessee further agrees to defend the City against any and all claims arising from the operation or use under this Agreement of the described Premises by it, its agents, employees, or any other person using the Premises. The parties agree that Lessee may enter into separate agreements with other users of the Premises to hold harmless Lessee, its directors and members from claims arising from the use of others as discussed in this Agreements

Lessee agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence of injury or damage and an aggregate limit of not less than Two Million Dollars (2,000,000). The City shall be named an additional insured in said policy or policies and the Lessee shall furnish to the City evidence of insurance by a certificate of insurance of required coverage. The parties agree that the City may adjust these insurance requirements on an annual basis and will provide written notice to Lessee of any additional requirements for insurance required by this Section.

32. Relationship Between the Parties. This Agreement does not create any employee/employer relationship between the City and Lessee, its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Lessee and City, and no agent of Lessee shall be the agent of City. Lessee covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City.

33. Integration. The parties agree that this Agreement, along with any attachments, constitutes the entire understanding between the parties and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

34. Savings Clause. Should any of portions of this Agreement be declared void, the remainder of the Agreement shall remain in full force and effect.

35. Waivers. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any

subsequent breach or default or a waiver of the provision itself.

36. Amendments. This Agreement may only be amended by a written document duly executed by both parties.

37. Headings. The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of any provision.

We, the undersigned, agreeing to the conditions specified in this document, enter into this agreement on the 21<sup>st</sup> day of March 2022.

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Zachary Kirk, President

Hutchinson Home Plate Club, LLC  
513 W. 5<sup>th</sup> St.  
Hutchinson, KS 67501

Phone: (620) 200-4098  
Email: zkirk76@yahoo.com

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Joseph Turner, City Administrator

Contact Information:

Ronnie Pederson, Public Works Superintendent  
City of South Hutchinson  
2 S. Main St.  
South Hutchinson, KS 67505

Phone: (620) 663-7104  
Email: ronniep@southhutch.com

**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Insurance Policy Renewal

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**Background/Analysis** – Attached is the updated insurance policy renewal information. Our previous policies featured a \$5,000 property deductible with a \$10,000 deductible for wind and hail damage. I asked our insurance agent to quote a \$25,000 deductible. With our claim history and reduction in premiums, the \$25,000 deductible has about an 18-month payback/breakeven point.

With respect to coverage of our wastewater treatment plant, I disagree with the assessment by the EMC underwriters that it should be valued at \$20+ million dollars. I demanded an alternative option.

We received an optional property quote where the Water Treatment Plant limit was amended to \$17,480,214 which would be 90% coinsurance on Actual Cash Value. Due to this building being changed to Actual Cash Value, it will no longer be listed on the blanket. This would reduce our premiums by about \$5,000 on the 5/10K deductible option.

I am still awaiting an answer on the impact the \$25,000 deductible would have on our premiums under the alternative option for the wastewater plant.

Our insurance agent is not concerned about the co-insurance risk on this item.

**Financial Impact** – Depends on the deductible amount selected and whether we maintain our current coverage of the wastewater plant versus the alternative option.

**Recommendation** – My recommendation is to select the policy option proposal that increases the deductible to \$25,000 and reduces the coverage on the wastewater plant. Motion will be dependent upon preferred option of the Council.

**Exhibit J** – Insurance Policy Proposal and Price Comparison

| <b>EMC RENEWAL COMPARISON WORKSHEET</b>                             |                       |                       |                       |                        |
|---|-----------------------|-----------------------|-----------------------|------------------------|
| <b>Insured: City of South Hutch</b>                                 |                       |                       |                       |                        |
| <b>Effective Date: 4/01/2022</b>                                    |                       |                       |                       |                        |
|   | \$500K Casualty Lines | \$500K Casualty Lines | \$500K Casualty Lines | \$500K Casualty Lines  |
|   | Expiring              | Option 1 Renewal      | Option 2              | ACV on Treatment Plant |
|   | \$5K/\$10K W/H Ded    | \$5K/\$10K W/H Ded    | \$25K AOP Ded         | \$5K/\$10K W/H Ded     |
| Property  | \$ 51,954             | \$ 56,971             | \$ 46,365             | \$ 52,737              |
| Equipment   | \$ 9,114              | \$ 8,593              | \$ 8,593              | \$ 8,593               |
| General Liability   | \$ 6,871              | \$ 7,115              | \$ 7,115              | \$ 7,115               |
| Business Auto   | \$ 19,196             | \$ 19,842             | \$ 19,842             | \$ 19,842              |
| Law Enforcement   | \$ 2,382              | \$ 2,860              | \$ 2,860              | \$ 2,860               |
| Linebacker  | \$ 4,205              | \$ 4,643              | \$ 4,643              | \$ 4,643               |
| Cyber   | \$ 660                | \$ 660                | \$ 660                | \$ 660                 |
| Crime   | \$ 100                | \$ 166                | \$ 166                | \$ 166 *               |
| <b>Total</b>  | <b>\$ 94,482</b>      | <b>\$ 100,850</b>     | <b>\$ 90,244</b>      | <b>\$ 96,616</b>       |
| *NOTE: Increased Crime Limits from \$10,000 to \$100,000 at Renewal |                       |                       |                       |                        |



# INSURANCE PROPOSAL

APRIL 1, 2022

City Of South Hutchinson

PROVALUE INSURANCE

DAVE VOGEL | 620-899-0599 | DVOGEL@PROVALUEINS.COM





# PROPERTY

## LOCATION SCHEDULE

| LOCATION # | BLDG # | ADDRESS  |
|------------|--------|--|
| 0          | 0      | Blanket  |
| 1          | 1      | 2 S MAIN ST SOUTH HUTCHINSON City Office                                     |
| 2          | 1      | 503 E AVENUE C SOUTH HUTCHINSON Storage Building                             |
| 2          | 2      | 503 E AVENUE C SOUTH HUTCHINSON Storage Building                             |
| 3          | 1      | TOWER DRIVE HUTCHINSON Water Tower   |
| 4          | 1      | 725 E AVE D SOUTH HUTCHINSON Waste Treatment Plant Incl Support Struct Bldgs |
| 4          | 2      | 725 E AVE D SOUTH HUTCHINSON Maintenance Building                            |
| 4          | 3      | 725 E AVE D SOUTH HUTCHINSON Storage Building                                |
| 5          | 1      | 500 E AVE C SOUTH HUTCHINSON Shop & Storage Building                         |
| 6          | 1      | 220 S WASHINGTON SOUTH HUTCHINSON Lift Station                               |
| 7          | 1      | 401 N WASHINGTON SOUTH HUTCHINSON Lift Station                               |
| 8          | 1      | 10 E BLANCHARD AVE SOUTH HUTCHINSON Public Safety Building                   |
| 8          | 2      | 10 E BLANCHARD AVE SOUTH HUTCHINSON Public Safety Building                   |
| 8          | 3      | 10 E BLANCHARD AVE SOUTH HUTCHINSON Evidence Storage                         |
| 8          | 4      | 10 E BLANCHARD AVE SOUTH HUTCHINSON Evidence Storage                         |
| 9          | 1      | 291 FRIENDSHIP RD SOUTH HUTCHINSON Lift Station                              |
| 10         | 1      | NW1/4 S11 T24 R6 SOUTH HUTCHINSON Well House No. 3                           |





|    |   |   |
|----|---|---|
| 10 | 2 | NW1/4 S11 T24 R6 SOUTH HUTCHINSON Well House No. 4                        |
| 10 | 3 | NW1/4 S11 T24 R6 SOUTH HUTCHINSON Well House No. 5 Including Generator    |
| 11 | 1 | E 6TH AVE AT N MAIN ST SOUTH HUTCHINSON Traffic Signal                    |
| 12 | 1 | N ADAMS ST AT APOLLO DR HUTCHINSON Water Tower                            |
| 13 | 1 | 100 W AVE C SOUTH HUTCHINSON Stands-Dugouts-Etc. City Park and Ball Field |
| 14 | 1 | 13 W 6TH AVE SOUTH HUTCHINSON Lift Station                                |
| 15 | 1 | WABASH ST AT S MAPLE ST SOUTH HUTCHINSON Lift Station                     |
| 16 | 1 | 18 E 3RD AVE SOUTH HUTCHINSON Lift Station                                |
| 17 | 1 | 13 N MAPLE ST SOUTH HUTCHINSON Lift Station                               |
| 18 | 1 | INSURED PREMISES/OPS SOUTH HUTCHINSON Lift Station                        |
| 19 | 1 | 120 E 7TH AVE SOUTH HUTCHINSON Lift Station                               |
| 20 | 1 | 500 WILBECK DR SOUTH HUTCHINSON Lift Station                              |
| 21 | 1 | 301 DISCOVERY LOOP HUTCHINSON Monument                                    |
| 22 | 1 | 1 S MAIN ST HUTCHINSON KS 67501 Traffic Signal                            |
| 23 | 1 | 20 E BLANCHARD AVE SOUTH HUTCHINSON Garage                                |
| 24 | 1 | 924 S MAIN ST SOUTH HUTCHINSON Traffic Signal                             |
| 25 | 1 | 7 E AVE B SOUTH HUTCHINSON Pavilion & Bathrooms & Water Park              |
| 26 | 1 | 500 W AVE D SOUTH HUTCHINSON Shop   |
| 27 | 1 | 101 W AVE C SOUTH HUTCHINSON Community Building                           |
| 28 | 1 | 302 DISCOVERY LOOP SOUTH HUTCHINSON Veterans Memorial                     |





## PROPERTY LIMITS

| LOC # | BLDG # | SUBJECT OF INSURANCE                                 | AMOUNT       | DED    | VALUATION | CAUSE OF LOSS |
|-------|--------|--|--------------|--------|-----------|---------------|
| 0     | 0      | Blanket  | \$30,303,641 |        | RC        | Special       |
| 1     | 1      | City Office Building                                 | \$563,503    | 5,000  | RC        | Special       |
| 1     | 1      | City Office Building                                 | \$563,503    | 10,000 | RC        | W/H           |
| 1     | 1      | City Office, BPP                                     | \$38,628     | 5,000  | RC        | Special       |
| 1     | 1      | City Office, BPP                                     | \$38,628     | 10,000 | RC        | W/H           |
| 2     | 1      | Storage Building                                     | \$11,021     | 5,000  | RC        | Special       |
| 2     | 1      | Storage Building                                     | \$11,021     | 10,000 | RC        | W/H           |
| 2     | 1      | Storage Building, BPP                                | \$3,512      | 5,000  | RC        | Special       |
| 2     | 1      | Storage Building, BPP                                | \$3,512      | 10,000 | RC        | W/H           |
| 2     | 2      | Storage Building                                     | \$126,742    | 5,000  | RC        | Special       |
| 2     | 2      | Storage Building                                     | \$126,742    | 10,000 | RC        | W/H           |
| 2     | 2      | Storage Building, BPP                                | \$9,365      | 5,000  | RC        | Special       |
| 2     | 2      | Storage Building, BPP                                | \$9,365      | 10,000 | RC        | W/H           |
| 3     | 1      | Water Tower  | \$2,187,549  | 5,000  | RC        | Special       |
| 3     | 1      | Water Tower  | \$2,187,549  | 10,000 | RC        | W/H           |
| 4     | 1      | Waste Treatment Plant Incl Support Struct Bldgs      | \$20,059,066 | 5,000  | RC        | Special       |
| 4     | 1      | Waste Treatment Plant Incl Support Struct Bldgs      | \$20,059,066 | 10,000 | RC        | W/H           |
| 4     | 1      | Waste Treatment Plant Incl Support Struct Bldgs, BPP | \$58,528     | 5,000  | RC        | Special       |
| 4     | 1      | Waste Treatment Plant Incl Support Struct Bldgs, BPP | \$58,528     | 10,000 | RC        | W/H           |
| 4     | 2      | Maintenance Building                                 | \$192,798    | 5,000  | RC        | Special       |
| 4     | 2      | Maintenance Building                                 | \$192,798    | 10,000 | RC        | W/H           |
| 4     | 2      | Maintenance Building, BPP                            | \$29,264     | 5,000  | RC        | Special       |
| 4     | 2      | Maintenance Building, BPP                            | \$29,264     | 10,000 | RC        | W/H           |
| 4     | 3      | Storage Building                                     | \$33,823     | 5,000  | RC        | Special       |
| 4     | 3      | Storage Building                                     | \$33,823     | 10,000 | RC        | W/H           |





|    |   |                                 |             |        |    |         |
|----|---|---------------------------------|-------------|--------|----|---------|
| 5  | 1 | Shop & Storage Building         | \$204,991   | 5,000  | RC | Special |
| 5  | 1 | Shop & Storage Building         | \$204,991   | 10,000 | RC | W/H     |
| 5  | 1 | Shop & Storage Building,<br>BPP | \$46,821    | 5,000  | RC | Special |
| 5  | 1 | Shop & Storage Building,<br>BPP | \$46,821    | 10,000 | RC | W/H     |
| 6  | 1 | Lift Station                    | \$198,549   | 5,000  | RC | Special |
| 6  | 1 | Lift Station                    | \$198,549   | 10,000 | RC | W/H     |
| 6  | 1 | Lift Station                    | \$25,364    | 5,000  | RC | Special |
| 6  | 1 | Lift Station                    | \$25,364    | 10,000 | RC | W/H     |
| 7  | 1 | Lift Station                    | \$99,879    | 5,000  | RC | Special |
| 7  | 1 | Lift Station                    | \$99,879    | 10,000 | RC | W/H     |
| 8  | 1 | Public Safety Building          | \$1,828,294 | 5,000  | RC | Special |
| 8  | 1 | Public Safety Building          | \$1,828,294 | 10,000 | RC | W/H     |
| 8  | 1 | Public Safety Building, BPP     | \$137,971   | 5,000  | RC | Special |
| 8  | 1 | Public Safety Building, BPP     | \$137,971   | 10,000 | RC | W/H     |
| 8  | 1 | Public Safety Building, Fence   | \$28,175    | 5,000  | RC | Special |
| 8  | 1 | Public Safety Building, Fence   | \$28,175    | 10,000 | RC | W/H     |
| 8  | 2 | PSB – Building Generator        | \$37,747    | 5,000  | RC | Special |
| 8  | 2 | PSB - Building Generator        | \$37,747    | 10,000 | RC | W/H     |
| 8  | 3 | Evidence Storage                | \$181,885   | 5,000  | RC | Special |
| 8  | 3 | Evidence Storage                | \$181,885   | 10,000 | RC | W/H     |
| 8  | 4 | Evidence Storage, BPP           | \$33,112    | 5,000  | RC | Special |
| 8  | 4 | Evidence Storage                | \$33,112    | 10,000 | RC | W/H     |
| 9  | 1 | Lift Station                    | \$106,771   | 5,000  | RC | Special |
| 9  | 1 | Lift Station                    | \$106,771   | 10,000 | RC | W/H     |
| 10 | 1 | Well House No. 3                | \$44,987    | 5,000  | RC | Special |
| 10 | 1 | Well House No. 3                | \$44,987    | 10,000 | RC | W/H     |
| 10 | 1 | Well House No. 3, BPP           | \$65,551    | 5,000  | RC | Special |
| 10 | 1 | Well House No. 3, BPP           | \$65,551    | 10,000 | RC | W/H     |





|    |   |  |           |        |    |         |
|----|---|--|-----------|--------|----|---------|
| 10 | 2 | Well House No. 4                             | \$44,987  | 5,000  | RC | Special |
| 10 | 2 | Well House No. 4                             | \$44,987  | 10,000 | RC | W/H     |
| 10 | 2 | Well House No. 4, BPP                        | \$65,551  | 5,000  | RC | Special |
| 10 | 2 | Well House No. 4, BPP                        | \$65,551  | 10,000 | RC | W/H     |
| 10 | 3 | Well House No. 5 Including Generator         | \$94,270  | 5,000  | RC | Special |
| 10 | 3 | Well House No. 5 Including Generator         | \$94,270  | 10,000 | RC | W/H     |
| 10 | 3 | Well House No. 5 Including Generator, BPP    | \$91,301  | 5,000  | RC | Special |
| 10 | 3 | Well House No. 5 Including Generator, BPP    | \$91,301  | 10,000 | RC | W/H     |
| 11 | 1 | Traffic Signal                               | \$259,490 | 5,000  | RC | Special |
| 11 | 1 | Traffic Signal                               | \$259,490 | 10,000 | RC | W/H     |
| 12 | 1 | Water Tower                                  | \$888,331 | 5,000  | RC | Special |
| 12 | 1 | Water Tower                                  | \$888,331 | 10,000 | RC | W/H     |
| 13 | 1 | Stands-Dugouts-Etc. City Park and Ball Field | \$238,703 | 5,000  | RC | Special |
| 13 | 1 | Stands-Dugouts-Etc. City Park and Ball Field | \$238,703 | 10,000 | RC | W/H     |
| 13 | 1 | Stands-Dugouts-Etc. City Park and Ball Field | \$19,685  | 5,000  | RC | Special |
| 13 | 1 | Stands-Dugouts-Etc. City Park and Ball Field | \$19,685  | 10,000 | RC | W/H     |
| 14 | 1 | Lift Station                                 | \$115,662 | 5,000  | RC | Special |
| 14 | 1 | Lift Station                                 | \$115,662 | 10,000 | RC | W/H     |
| 15 | 1 | Lift Station                                 | \$131,811 | 5,000  | RC | Special |
| 15 | 1 | Lift Station                                 | \$131,811 | 10,000 | RC | W/H     |
| 16 | 1 | Lift Station                                 | \$115,662 | 5,000  | RC | Special |
| 16 | 1 | Lift Station                                 | \$115,662 | 10,000 | RC | W/H     |
| 17 | 1 | Lift Station                                 | \$115,662 | 5,000  | RC | Special |
| 17 | 1 | Lift Station                                 | \$115,662 | 10,000 | RC | W/H     |
| 18 | 1 | Lift Station                                 | \$115,662 | 5,000  | RC | Special |
| 18 | 1 | Lift Station                                 | \$115,662 | 10,000 | RC | W/H     |





|    |   |                                   |           |        |     |         |
|----|---|-----------------------------------|-----------|--------|-----|---------|
| 19 | 1 | Lift Station                      | \$115,662 | 5,000  | RC  | Special |
| 19 | 1 | Lift Station                      | \$115,662 | 10,000 | RC  | W/H     |
| 20 | 1 | Lift Station                      | \$130,524 | 5,000  | RC  | Special |
| 20 | 1 | Lift Station                      | \$130,524 | 10,000 | RC  | W/H     |
| 21 | 1 | Monument                          | \$36,390  | 5,000  | RC  | Special |
| 21 | 1 | Monument                          | \$36,390  | 10,000 | RC  | W/H     |
| 22 | 1 | Traffic Signal                    | \$259,490 | 5,000  | RC  | Special |
| 22 | 1 | Traffic Signal                    | \$259,490 | 10,000 | RC  | W/H     |
| 23 | 1 | Garage                            | \$28,921  | 5,000  | RC  | Special |
| 23 | 1 | Garage                            | \$28,921  | 10,000 | RC  | W/H     |
| 24 | 1 | Traffic Signal                    | \$64,871  | 5,000  | RC  | Special |
| 24 | 1 | Traffic Signal                    | \$64,871  | 10,000 | RC  | W/H     |
| 25 | 1 | Pavilion & Bathrooms & Water Park | \$40,707  | 5,000  | RC  | Special |
| 25 | 1 | Pavilion & Bathrooms & Water Park | \$40,707  | 10,000 | RC  | W/H     |
| 25 | 1 | Pavilion & Bathrooms & Water Park | \$122,237 | 5,000  | RC  | Special |
| 25 | 1 | Pavilion & Bathrooms & Water Park | \$122,237 | 10,000 | RC  | W/H     |
| 25 | 1 | Pavilion & Bathrooms & Water Park | \$39,631  | 5,000  | RC  | Special |
| 25 | 1 | Pavilion & Bathrooms & Water Park | \$39,631  | 10,000 | RC  | W/H     |
| 26 | 1 | Shop                              | \$62,071  | 5,000  | RC  | Special |
| 26 | 1 | Shop                              | \$62,071  | 10,000 | RC  | W/H     |
| 26 | 1 | Shop                              | \$24,401  | 5,000  | ACV | Special |
| 26 | 1 | Shop                              | \$24,401  | 10,000 | ACV | W/H     |
| 27 | 1 | Community Building                | \$550,380 | 5,000  | RC  | Special |
| 27 | 1 | Community Building, BPP           | \$11,037  | 5,000  | RC  | Special |
| 28 | 1 | Veterans Memorial                 | \$110,376 | 5,000  | RC  | Special |
| 28 | 1 | Veterans Memorial                 | \$110,376 | 10,000 | RC  | W/H     |
| 29 | 1 | Light Tower/Pole                  | \$56,270  | 5,000  | RC  | Special |
| 29 | 1 | Light Tower/Pole                  | \$56,270  | 10,000 | RC  | W/H     |

1515 EAST 30TH AVENUE | P.O. BOX 1747 | HUTCHINSON, KS 67504  
 620.662.5406 DIRECT | 800.362.2104 TOLL-FREE  
 contact@provalueins.com | www.provalueinsurance.com





# EQUIPMENT FLOATER

## COVERAGE

## DEDUCTIBLE & ADDITIONAL INFO

|                   |  |
|-------------------|--|
| Scheduled         | Total Scheduled Amount   \$927,604           |
| Actual Cash Value | Deductible Type   Flat<br>Deductible   \$500 |

## SCHEDULED EQUIPMENT

| ITEM #          | YEAR/MAKE/MODEL | DESCRIPTION | ID & SERIAL # | AMT OF INS             |
|-----------------|-----------------|-------------|---------------|------------------------|
| SEE<br>ATTACHED |                 |             |               | \$927,604 CAT<br>LIMIT |

## UNSCHEDULED EQUIPMENT

| DESCRIPTION                                       | MAX ITEM AMOUNT | AMOUNT OF INS |
|---|-----------------|---------------|
| Small Tools                                       | 30,000          | 1,000         |
| Leased/Rented Equip Others                        | 185,000         | 185,000       |
| Employee Tools (ACV)                              |                 | 5,000         |
| Newly Purchased Equip-30% of<br>Catastrophe Limit |                 |               |



# Schedule of Mobile Equipment

| Client Name and Address         |  |
|---------------------------------|--|
| City Of South Hutchinson        |  |
| 2 S Main St                     |  |
| South Hutchinson, KS 67505-1508 |  |

| Company                           |          |
|-----------------------------------|----------|
| Employers Mutual Casualty Company |          |
| Policy Number                     | 8C58999  |
| Effective Date                    | 4/1/2022 |
| Expiration Date                   | 4/1/2023 |

| Agency Name and Address |  |
|-------------------------|--|
| ProValue Insurance, LLC |  |
| 1515 East 30th          |  |
| Hutchinson, KS          |  |
| 67502                   |  |

| Item # | Insured ID# | Scheduled Item/Description                                  | Type | Serial Number     | Amount of Insurance |
|--------|-------------|---|------|-------------------|---------------------|
| 2      | 801 - EQUIP | 1988 Caterpillar 120G Motor Grader w/Cab & Accessories (PW) | ACV  | 87V08820          | 75,000              |
| 4      | 801 - EQUIP | John Deere Backhoe Tractor (PW)                             | ACV  | T0310SE852274     | 80,000              |
| 5      | 801 - EQUIP | Caterpillar 928G Front End Loader (PW)                      | ACV  |                   | 131,000             |
| 6      | 801 - EQUIP | Ezliner Paint Sprayer (PW)                                  | ACV  |                   | 5,540               |
| 7      | 801 - EQUIP | (10) Scott 9800 Air Packs w/Cylinders @ \$1000 Each (FD)    | ACV  |                   | 10,000              |
| 8      | 801 - EQUIP | 2003 Super Shot 125D Crack Sealer (PW)                      | ACV  | 1C9SY101331418139 | 30,000              |

# Schedule of Mobile Equipment

|                                 |
|---------------------------------|
| <b>Client Name and Address</b>  |
| City Of South Hutchinson        |
| 2 S Main St                     |
| South Hutchinson, KS 67505-1508 |

|                                   |                        |
|-----------------------------------|------------------------|
| <b>Company</b>                    |                        |
| Employers Mutual Casualty Company |                        |
| <b>Policy Number</b>              |                        |
| 8C58999                           |                        |
| <b>Effective Date</b>             | <b>Expiration Date</b> |
| 4/1/2022                          | 4/1/2023               |

|                                |
|--------------------------------|
| <b>Agency Name and Address</b> |
| ProValue Insurance, LLC        |
| 1515 East 30th                 |
| Hutchinson, KS                 |
| 67502                          |

|    |             |   |     |              |        |
|----|-------------|---|-----|--------------|--------|
| 9  | 801 - EQUIP | Sullair S/N 00414667 Portable Air Compressor w/Trailer (PW)             | ACV | 00603005855  | 10,000 |
| 10 | 801 - EQUIP | 2007 New Holland 6030 S/N YGWLL0073 Tractor w/Loader - Model 840TL (PW) | ACV | Z7BDD1440    | 66,701 |
| 11 | 801 - EQUIP | 2007 (2) Godwin 0747629/13 6' Trailer Mounted Prime Pumps (PW)          | ACV | 7477340      | 50,000 |
| 12 | 801 - EQUIP | (15) Bauer 6X20 Fitting Pipe w/Suction Hoses (PW)                       | ACV |              | 6,500  |
| 13 | 801 - EQUIP | 2008 S300 Bobcat w/Pallet Fork & Bucket (PW)                            | ACV | 531140644    | 53,234 |
| 14 | 801 - EQUIP | 2008 Grasshopper 430D Lawn Mower (PW)                                   | ACV | 5819208      | 12,000 |
| 15 | 801 - EQUIP | 2010 Schulte XH1500 III 10' Speed 15' Mower (PW)                        | ACV | C30610852005 | 20,020 |

# Schedule of Mobile Equipment

| Client Name and Address         |  |
|---------------------------------|--|
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| 2 S Main St                     |  |
| South Hutchinson, KS 67505-1508 |  |

| Company                           |          |
|-----------------------------------|----------|
| Employers Mutual Casualty Company |          |
| Policy Number                     | 8C58999  |
| Effective Date                    | 4/1/2022 |
| Expiration Date                   | 4/1/2023 |

| Agency Name and Address |  |
|-------------------------|--|
| ProValue Insurance, LLC |  |
| 1515 East 30th          |  |
| Hutchinson, KS          |  |
| 67502                   |  |

|    |             |   |     |                   |         |
|----|-------------|---|-----|-------------------|---------|
| 16 | 801 - EQUIP | 2011 Caterpillar 928HZ Wheel Loader (PW)                          | ACV | CXK01268          | 152,495 |
| 17 | 801 - EQUIP | 2011 Polaris Ranger XP 800 LE Rescue ATV-w/Special Equip (FD)     | ACV | 4XATH76A7B2174502 | 11,471  |
| 18 | 801 - EQUIP | 2013 TNT Rescue Spreader (FD)                                     | ACV | SN281563          | 5,450   |
| 19 | 801 - EQUIP | 2015 Grasshopper 729BT Tractor/Mower & Attachments (PW)           | ACV | 6417625           | 14,049  |
| 20 | 801 - EQUIP | Kohler #5488GE - 100RE0ZJD Generator - 2780 hrs/100KW (PW)        | ACV | 2175651           | 13,850  |
| 21 | 801 - EQUIP | Kohler #5492GE - 100RE0ZJD Generator - 4093 hrs/100KW (PW)        | ACV | 2169392           | 13,850  |
| 22 | 801 - EQUIP | 1997 MUU#1447 Harsh 19.5 Manure Spreader Mntd '96 Mack Truck (PW) | ACV | 9718015           | 25,000  |

# Schedule of Mobile Equipment

| Client Name and Address         |  |
|---------------------------------|--|
| City Of South Hutchinson        |  |
| 2 S Main St                     |  |
| South Hutchinson, KS 67505-1508 |  |

| Company                           |                 |
|-----------------------------------|-----------------|
| Employers Mutual Casualty Company |                 |
| Policy Number                     |                 |
| 8C58999                           |                 |
| Effective Date                    | Expiration Date |
| 4/1/2022                          | 4/1/2023        |

| Agency Name and Address |  |
|-------------------------|--|
| ProValue Insurance, LLC |  |
| 1515 East 30th          |  |
| Hutchinson, KS          |  |
| 67502                   |  |

|    |             |   |     |           |        |
|----|-------------|---|-----|-----------|--------|
| 23 | 801 - EQUIP | 2016 727 Tractor Mower w/Accessories (PW)   | ACV | 6619343   | 8,835  |
| 24 | 801 - EQUIP | Grizzly Sprayer (PW)  | ACV | 102684    | 8,000  |
| 25 | 801 - EQUIP | Grasshopper 928D Mower (PW)   | ACV | S-5616575 | 15,000 |
| 26 | 801 - EQUIP | Frontier Seeder (PW)  | ACV | 05-1058   | 5,000  |
| 27 | 801 - EQUIP | 2018 Scott X4 Pro SCBA Air-Pak w/CGA Cylinders, etc (FD)                          | ACV |           | 30,759 |
| 28 | 801 - EQUIP | 2020 Briggs & Stratton 27HP w/Trash Pumps Hydraulic Power Unit & Accessories (PW) | ACV | 021720027 | 13,600 |
| 29 | 801 - EQUIP | Misc Equipment Under \$5,000  | ACV |           | 60,250 |

# Schedule of Mobile Equipment

|                                 |  |
|---------------------------------|--|
| <b>Client Name and Address</b>  |  |
| City Of South Hutchinson        |  |
| 2 S Main St                     |  |
| South Hutchinson, KS 67505-1508 |  |

|                                   |                        |
|-----------------------------------|------------------------|
| <b>Company</b>                    |                        |
| Employers Mutual Casualty Company |                        |
| <b>Policy Number</b>              |                        |
| 8C58999                           |                        |
| <b>Effective Date</b>             | <b>Expiration Date</b> |
| 4/1/2022                          | 4/1/2023               |

|                                |  |
|--------------------------------|--|
| <b>Agency Name and Address</b> |  |
| ProValue Insurance, LLC        |  |
| 1515 East 30th                 |  |
| Hutchinson, KS                 |  |
| 67502                          |  |

|      |                      |  |     |                |         |
|------|----------------------|--|-----|----------------|---------|
| 835  | 835 - TOOLS          | \$500 DEDUCTIBLE \$1K PER ITEM/\$30K PER OCC CONTRACTORS EQUIPMENT SMALL TOOLS | ACV | UNSCHEDULED    | 30,000  |
| 840  | 840 - LEASED/R ENTED | \$500 DEDUCTIBLE \$185K PER ITEM/\$185K/OCC EQUIP LEASED OR RENTED FROM OTHERS | ACV | UNSCHEDULED    | 185,000 |
| 1000 | 798 - FLOATER        | \$500 DEDUCTIBLE ADD'L DEBRIS REMOVL-\$5000 SCHEDULED PROPERTY/FLOATER         | ACV | POLLUTANTI0000 |         |
| 1001 | 798 - FLOATER        | Scott (2) Air Packs (PW)   | ACV |                | 2,000   |
| 1002 | 798 - FLOATER        | Miscellaneous Property   | ACV |                | 3,654   |
| 1003 | 798 - FLOATER        | 200 LAC 240 VAC Weather Sirens Mounted on Pole (4) (PW)                        | ACV |                | 40,000  |
| 1004 | 798 - FLOATER        | VHF (11) FD Mobile/Port Radios@\$400 ea (PW)                                   | ACV |                | 4,400   |

# Schedule of Mobile Equipment

| Client Name and Address         |  |
|---------------------------------|--|
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| Company                           |          |
|-----------------------------------|----------|
| Employers Mutual Casualty Company |          |
| Policy Number                     | 8C58999  |
| Effective Date                    | 4/1/2022 |
| Expiration Date                   | 4/1/2023 |

| Agency Name and Address |  |
|-------------------------|--|
| ProValue Insurance, LLC |  |
| 1515 East 30th          |  |
| Hutchinson, KS          |  |
| 67502                   |  |

|      |               |  |                        |             |         |
|------|---------------|--|------------------------|-------------|---------|
| 1005 | 798 - FLOATER | Eagle Imager Infrared Camera   | ACV                    |             | 1,000   |
| 1006 | 798 - FLOATER | Crime Scene Equipment  | ACV                    |             | 30,000  |
| 1007 | 798 - FLOATER | 2011 SHPD-Radios 800 MHZ (ACV) (27) Ports @ \$2700 ea (39) Radios-(12) Mobiles @1900 ea (PD) | (3) MRadios @ \$1900ea |             | 101,400 |
| 1008 | 798 - FLOATER | 2012 Honda 2000 Watt EU20001A1 Generator w/500 Watt Lite Kit (PD)                            | ACV                    | EAA52369528 | 1,400   |
| 1009 | 798 - FLOATER | Flir Fire Service K-40 Thermal Imaging Camera Kit/Case/Accessor (FD)                         | ACV                    | 63501823    | 3,995   |
| 1010 | 798 - FLOATER | Girbau Inc Express Dry Gear Dryer-Continental (FD)   | ACV                    |             | 9,600   |
| 1011 | 798 - FLOATER | Girbau RMG070 "GFLEX" Hard Mount Washer/Extractor-Continental (FD)                           | ACV                    |             | 7,000   |

# Schedule of Mobile Equipment

|                                 |
|---------------------------------|
| <b>Client Name and Address</b>  |
| City Of South Hutchinson        |
| 2 S Main St                     |
| South Hutchinson, KS 67505-1508 |

|                                   |                        |
|-----------------------------------|------------------------|
| <b>Company</b>                    |                        |
| Employers Mutual Casualty Company |                        |
| <b>Policy Number</b>              |                        |
| 8C58999                           |                        |
| <b>Effective Date</b>             | <b>Expiration Date</b> |
| 4/1/2022                          | 4/1/2023               |

|                                |
|--------------------------------|
| <b>Agency Name and Address</b> |
| ProValue Insurance, LLC        |
| 1515 East 30th                 |
| Hutchinson, KS                 |
| 67502                          |

|      |               |                                     |     |         |
|------|---------------|-------------------------------------|-----|---------|
| 1012 | 798 - FLOATER | Masimo Rad-57 W/SPCO (FD)           | ACV | 4,150   |
| 1013 | 798 - FLOATER | PROPERTY IN TRANSIT OR OFF-PREMISES | ACV | 208,599 |



# BUSINESS AUTO

## COVERAGE / LIMITS / AUTO SYMBOLS

|   |           |   |
|---|-----------|---|
| <b>Combined Single Limit</b>            | \$500,000 | 1 |
| Bodily Injury and Property Damage       |           |   |
| <b>Personal Injury Protection (PIP)</b> |           |   |
| Medical Expenses and Wage Loss          |           |   |
| <b>Medical Payments (Ea Insured)</b>    | \$1,000   | 7 |
| <b>Uninsured Motorist (UM)</b>          | \$500,000 | 6 |
| <b>Underinsured Motorist (UIM)</b>      | \$500,000 | 6 |
| <b>Hired Auto Liability</b>             | Y         |   |
| <b>Non Owned Auto Liability</b>         | Y         |   |

## VEHICLE SCHEDULE

| VEH # | YEAR/MAKE/MODEL          | VIN               | COMP    | COLL    | SPECIFIED COL |
|-------|--------------------------|-------------------|---------|---------|---------------|
| 1     | 2000 HOMEMADE FLAT BED   | 1234              |         |         | \$1,000       |
| 4     | 1997 ACT TRAILER         | 45XTB1621VACC2737 |         | \$1,000 | \$1,000       |
| 5     | 1997 STARLITE TRAILER    | 13YFS1826YC065097 |         | \$1,000 | \$1,000       |
| 6     | 2000 ACT 16 TRLR         | 45XTB1627YAC06535 |         | \$1,000 | \$1,000       |
| 7     | 1970 FORD HIGH RANGER    | F61CCJ12837       | \$1,000 | \$1,000 |               |
| 8     | 1989 FORD DUMP TRUCK     | 1FDYW82A8KVA08144 | \$1,000 | \$1,000 |               |
| 9     | 2003 CHEV 3/4 TON PICKUP | 1GCHC29U03E257114 | \$1,000 | \$1,000 |               |
| 10    | 2003 CHEVROLET WHITE 3/4 | 1GCHC24UX3E266300 | \$1,000 | \$1,000 |               |
| 12    | 2005 VACTOR 2110X SEWER  | 2FZAATDC05AN80288 | \$1,000 | \$1,000 |               |





|    |                              |                   |         |         |  |
|----|------------------------------|-------------------|---------|---------|--|
| 13 | 2005 CHEVROLET SILVERADO     | 2GCEK19B451324946 | \$1,000 | \$1,000 |  |
| 15 | 1995 FORD TANDEM AXEL DUMP   | 1FDYW82E6SVA44594 | \$1,000 | \$1,000 |  |
| 16 | 2005 PIERCE CONTENDER        | 4P1CC01M15A004928 | \$1,000 | \$1,000 |  |
| 17 | 1996 MACK SPREADER           | 1M2P267C2TM027415 | \$1,000 | \$1,000 |  |
| 18 | 2008 FLAT TRAILER (ATV)      | 3CVU71292131954   |         |         |  |
| 19 | 2009 CHEVROLET SILVERADO     | 1GCEC14X19Z227488 | \$1,000 | \$1,000 |  |
| 20 | 2011 CHEVY 3500 SILVERADO    | 1GC5KZCG2BZ136111 | \$1,000 | \$1,000 |  |
| 21 | 2011 CHEVY 3500 SILVERADO    | 1GC5KZCG5BZ141173 | \$1,000 | \$1,000 |  |
| 23 | 2012 MAXEY ANGLETOP          | 5GXAG1217CM015322 | \$1,000 | \$1,000 |  |
| 24 | 2013 KAWASAKI MULE           | KAF400BDF         |         | \$1,000 |  |
| 26 | 2013 FORD F550 FIRE          | 1FD0W5HTIDEB59110 | \$1,000 | \$1,000 |  |
| 27 | 1991 HARSCO M923A2           | 2305686           | \$1,000 | \$1,000 |  |
| 28 | 2014 KAWASAKI MULE           | JK1AFCM18EB516085 |         | \$1,000 |  |
| 29 | 2014 KAWASAKI MULE           | JK1ARCM12EB516275 |         | \$1,000 |  |
| 31 | 2007 SPTN 75 LADDER          | 4S7AU2F957C057571 | \$1,000 | \$1,000 |  |
| 32 | 2015 MAGNUM LIGHT TOWER      | 5AJLS1418FB500212 | \$1,000 | \$1,000 |  |
| 34 | 2015 RAVO 5 ISERI WANDER HOS | XL95FCHB7FA020011 | \$1,000 | \$1,000 |  |
| 35 | 1995 FORD LNT8000 DUMP       | 1FDYW82E1SVA44602 | \$1,000 | \$1,000 |  |
| 38 | 2006 GATOR UTILITY           | M0HP4GX041477     |         | \$1,000 |  |





|    |                       |                   |         |         |  |
|----|-----------------------|-------------------|---------|---------|--|
| 39 | 2017 CHEVY COMMAND    | 1GB6GUBG9H1110286 | \$1,000 | \$1,000 |  |
| 41 | 2017 LAMAR TRAILER    | 5RVSH1214HHP05234 | \$1,000 | \$1,000 |  |
| 42 | 2020 DODGE DURANGO    | 1C4RDJFG5LC165437 | \$1,000 | \$1,000 |  |
| 44 | 2020 FORD EXPLORER    | 1FM5K8AW6LGA95351 | \$1,000 | \$1,000 |  |
| 46 | 2014 DODGE CHARGER    | 2C3CDXAG2EH367933 | \$1,000 | \$1,000 |  |
| 47 | 2015 DODGE CHARGER    | 2C3CDXAG6FH890969 | \$1,000 | \$1,000 |  |
| 49 | 2021 DODGE RAM 1500 C | 1C6RR7XT3MS523357 | \$1,000 | \$1,000 |  |

### Commercial Auto Elite Extension/Municipal

#### COVERED AUTO SYMBOLS

- (1) Any Auto
- (2) All Owned Autos
- (3) Owned Private Passenger Autos
- (4) Owned Autos other than Private Passenger Autos
- (5) All Owned Autos Requiring No Fault
- (6) Owned Autos Subject to Compulsory UM
- (7) Specified Autos
- (8) Hired Autos
- (9) Non-Owned Autos
- (10) Company Unique





# GENERAL LIABILITY

## GENERAL LIABILITY LIMITS

|  |                              |
|--|------------------------------|
| General Aggregate Limit                          | \$1,000,000                  |
| Products/Completed Operations Aggregate Limit    | \$1,000,000                  |
| Personal/Advertising Injury Limit                | \$500,000                    |
| Each Occurrence                                  | \$500,000                    |
| Fire Damage Limit                                | \$500,000                    |
| Medical Expense Limit                            | \$10,000                     |
| Policy Type                                      | Occurrence                   |
| Employee Benefits Deductible                     | \$500,000/\$500,000<br>1,000 |
| Municipal Violent Event Response Aggregate Limit | \$100,000                    |
| Each Event Limit                                 | \$100,000                    |
| Each Person Limit                                | \$ 25,000                    |





**ADDITIONAL COVERAGES:**

| COVERAGE DESCRIPTION                        | COVERAGE LIMIT |
|---|----------------|
| General Liability Elite Extension/Municipal |                |

**HAZARD SCHEDULE**

| LOC # | CLASS CODE | RATING CLASSIFICATION   | RATING BASIS              | EXPOSURE |
|-------|------------|---|---------------------------|----------|
| 1     | 99943      | WATER COMPANIES (4)   | Payroll - Per \$1,000/Pay | 126310   |
| 1     | 87702      | SEXUAL ABUSE OR SEXUAL MISCONDUCT                                     | Population                | 2486     |
| 1     | 87718      | PESTICIDE OR HERBICIDE APPLICATOR COVERAGE                            | Flat Charge               | 1        |
| 1     | 87852      | MUNICIPAL - VIOLENT EVENT RESPONSE COVERAGE                           | Population                | 2486     |
| 1     | 87825      | EMPLOYEE BENEFITS LIABILITY COVERAGE                                  | Employees                 | 23       |
| 1     | 87523      | TOWN LIABILITY- PREM/OPS IN PROGRESS INCL WORK SUBCONTR TO OTHERS (3) | Per Capita                | 2486     |





## CYBERSOLUTIONS LIABILITY

|  |                             |
|--|-----------------------------|
| DATA COMPROMISE COVERAGE -                   |                             |
| RESPONSE EXPENSES LIMIT                      | \$ 50,000 ANNUAL AGGREGATE  |
| LEGAL REVIEW SUBLIMIT                        | \$ 25,000                   |
| FORENSIC IT REVIEW SUBLIMIT                  | \$ 25,000                   |
| NAMED MALWARE SUBLIMIT                       | \$ 50,000                   |
| PUBLIC RELATIONS SUBLIMIT                    | \$ 10,000                   |
| REGULATORY FINES AND PENALTIES               | \$ 25,000                   |
| PCI FINES AND PENALTIES                      | \$ 25,000                   |
| DEDUCTIBLE                                   | \$ 1,000                    |
| <br>   |                             |
| DATA COMPROMISE DEFENSE AND LIABILITY LIMIT  | \$ 50,000 ANNUAL AGGREGATE  |
| NAMED MALWARE SUBLIMIT                       | \$ 50,000                   |
| DEDUCTIBLE                                   | \$ 1,000                    |
| <br>   |                             |
| IDENTITY RECOVERY COVERAGE -                 |                             |
| IDENTITY RECOVERY LIMIT                      | \$ 25,000 ANNUAL AGGREGATE  |
| EXPENSE REIMBURSEMENT DEDUCTIBLE             | \$ 0                        |
| <br>   |                             |
| CYBER COVERAGE -                             |                             |
| COMPUTER ATTACK LIMIT                        | \$ 100,000 ANNUAL AGGREGATE |
| LOSS OF BUSINESS SUBLIMIT                    | \$ 50,000                   |
| PUBLIC RELATIONS SUBLIMIT                    | \$ 10,000                   |
| CYBER EXTORTION                              | \$ 10,000                   |
| MISDIRECTED PAYMENT FRAUD                    | \$ 5,000                    |
| DEDUCTIBLE                                   | \$ 1,000                    |
| <br>   |                             |
| NETWORK SECURITY DEFENSE AND LIABILITY LIMIT | \$ 100,000 ANNUAL AGGREGATE |
| DEDUCTIBLE                                   | \$ 1,000                    |
| <br>   |                             |
| ELECTRONIC MEDIA LIABILITY                   | \$ 100,000 ANNUAL AGGREGATE |
| DEDUCTIBLE                                   | \$ 1,000                    |





# LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY

THIS IS A CLAIMS MADE POLICY

\*\*\*\*\*

LIMITS OF LIABILITY

|  |              |
|--|--------------|
| EACH LOSS  | \$ 500,000   |
| AGGREGATE FOR EACH POLICY TERM                                 | \$ 1,000,000 |
| INSURED'S DEDUCTIBLE EACH CLAIM<br>(INCLUDING DEFENSE EXPENSE) | \$ 2,000     |

-----

**RETROACTIVE DATE AND EXCESS EXTENDED REPORTING PERIOD:  
THIS INSURANCE DOES NOT APPLY TO WRONGFUL ACTS WHICH OCCUR  
BEFORE THE RETROACTIVE DATE SHOWN BELOW.  
RETROACTIVE DATE: 04/01/88  
AVAILABLE SUPPLEMENTAL EXTENDED REPORTING PERIOD: (UNLIMITED)**





# LAW ENFORCEMENT LIABILITY

## LIABILITY LIMITS

|                           |             |
|---------------------------|-------------|
| General Aggregate Limit   | \$1,000,000 |
| Each Occurrence           | \$500,000   |
| Medical Expense Limit     | \$5,000     |
| Deductible Per Occurrence | \$2,500     |

## ADDITIONAL COVERAGES:

| COVERAGE DESCRIPTION             | COVERAGE LIMIT |
|----------------------------------|----------------|
| Lexipol Program Discount Applied |                |

## HAZARD SCHEDULE

| LOC # | CLASS CODE | RATING CLASSIFICATION    | RATING BASIS | EXPOSURE |
|-------|------------|--------------------------|--------------|----------|
| 1     | 88500      | Peace Officers/Full Time | Other        | 7        |
| 1     |            | Population               |              | 2486     |





# GOVERNMENT CRIME

## COVERAGE LIMITS

Employee Theft – Blanket (Per Employee)  
Deductible

\$100,000 Limit Per Occurrence  
\$500 Per Occurrence





# EQUIPMENT FLOATER - CHUBB

## Irrigation Equipment

### COVERAGE

### DEDUCTIBLE & ADDITIONAL INFO

Scheduled

Total Scheduled Amount | \$183,000

## SCHEDULED EQUIPMENT

| ITEM # | YEAR/MAKE/MODEL  | DESCRIPTION                       | ID & SERIAL # | AMT OF INS |
|--------|------------------|-----------------------------------|---------------|------------|
| 1      | 2017 Valley 7000 | 8-Tower Irrigation System w/Equip | 11235090      | 96,500 RC  |
| 2      | 2017 Valley 7000 | 8-Tower Irrigation System w/Equip | 11259565      | 86,500 RC  |

Mechanical Breakdown  
Included on RC Pivots





# WORKERS COMPENSATION - KMIT

## PART 1 | STATES KS

| <b>EMPLOYERS LIABILITY COVERAGE</b>      | <b>LIMITS</b> |
|--|---------------|
| Bodily Injury by Accident- Each Accident | \$1,000,000   |
| Bodily Injury by Disease- Policy Limit   | \$1,000,000   |
| Bodily Injury by Disease – Each Employee | \$1,000,000   |
| Experience Modification – 4/01/2021      | 0.91%         |
| Experience Modification – 4/01/2022      | 1.57%         |

## CLASSIFICATIONS

| LOC # | STATE | CLASS CODE | DESCRIPTION  | ESTIMATED ANNUAL REMUNERATION/PAYROLL |
|-------|-------|------------|--|---------------------------------------|
| 1     | KS    | 9015       | BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES      | IF ANY                                |
| 1     | KS    | 5506       | STREET OR ROAD CONSTRUCTION - PAVING OR REPAVING & DRIVERS | \$132,560                             |
| 1     | KS    | 7520       | WATERWORKS OPERATION & DRIVERS                             | \$126,319                             |
| 1     | KS    | 7580       | SEWAGE DISPOSAL PLANT OPERATION & DRIVERS                  | \$75,710                              |
| 1     | KS    | 7720       | POLICE OFFICERS & DRIVERS                                  | \$318,690                             |
| 1     | KS    | 8810       | CLERICAL OFFICE EMPLOYEES NOC                              | \$190,523                             |
| 1     | KS    | 9410       | MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC          | \$65,658                              |
| 1     | KS    | 7710       | FIREFIGHTERS & DRIVERS                                     | \$144,803                             |
| 1     | KS    | 7711       | VOLUNTEER FIREFIGHTERS                                     | IF ANY                                |

Medical Provider Credit





# PREMIUM SUMMARY

| COVERAGE   | PREMIUM AMOUNT               |
|--|------------------------------|
| Commercial Property                                    | \$56,971                     |
| Equipment Floater                                      | \$8,593                      |
| Commercial General Liability                           | \$7,115                      |
| Commercial Auto  | \$19,842                     |
| Crime  | \$166                        |
| Cyber  | \$660                        |
| Law Enforcement Liability                              | \$2,860                      |
| D&O-Linebacker PO & EPL                                | \$4,643                      |
| <b>EMC TOTAL</b>                                       | <b>\$100,850</b>             |
| <br>   |                              |
| Irrigation (thru Chubb)                                | \$4,081                      |
| <br>   |                              |
| Workers Compensation (thru KMIT)<br>(9 month prorated) | \$32,982 (4/1/22 – 12/31/22) |
| Annual Premium   | \$43,909                     |



**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Snow Plowing and Route Discussion

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**Background/Analysis** – The recent snow events brought about a few issues that I wanted to discuss with the governing body.

1. Designated snow routes
2. Ticketing of vehicles on snow routes
3. Plowing of residential roads

#### Designated Snow Routes

Ordinance No. 15-863 sets forth the designated emergency snow routes. I am submitting them for your review as they and this ordinance relates to the other discussion items.

#### Ticketing of Vehicles

Ordinance No. 15-863 also sets forth rules regarding the parking of vehicles on roads designated as an emergency snow route. It also allows for ticketing and towing of vehicles under certain conditions.

During the recent storms, one or two residents complained about vehicles parked in the street on emergency snow routes. It is my understanding that they felt these vehicles should have been ticketed. I believe this is largely based on our posted signs which read:



However, Ordinance No. 15-863 actually does not state a minimum depth of snow is required for ticketing nor does it even state that tickets will automatically be given. It actually states the following:

“Whenever snow has accumulated or there is a possibility that snow will accumulate to such a depth that snow removal operations will be required, the City Administrator, or in his absent the Public Works Supervisor, may declare a traffic emergency and until such traffic emergency is terminated it shall be unlawful...to park a vehicle on any street designated an emergency snow route...”

At no point did I declare a traffic emergency, nor did I receive counsel from Superintendent Ronnie Pederson that such a declaration was needed. In debriefing after the storms, there was not one instance where vehicles parked on snow routes were deemed to be a hazard or threat to public safety.

Barring any directives provided by council, I will maintain the status quo. However, we will look to do more social media communications to educate the public about our policies.

#### Plowing of Residential Streets

Recently, a councilmember approached me with an observation submitted to them by a resident regarding the snow plowing of residential streets. Prior to any winter storms, Superintendent Pederson and I discussed snow plowing procedures and it was communicated to me that we have not historically plowed residential streets during on-call, after hours emergency winter storm response. The caveat being that we have plowed residential streets during normal working hours when manpower and resources were available, and as needed.

Pederson and I have discussed steps we will take to reduce expenses in the department and minimize overtime usage. We both did not believe that this year’s storms merited this level of response and the expense that goes along with it.

Barring any directives provided by council, I will maintain the status quo.

#### **EXHIBIT K – Ordinance No. 15-863**

**ORDINANCE NO. 15-**

**AN ORDINANCE RELATING TO PARKING AND OPERATION OF VEHICLES UPON STREETS DESIGNATED AS EMERGENCY SNOW ROUTES WHEN SNOW REMOVAL OPERATIONS ARE NECESSARY. AUTHORIZING CITY ADMINISTRATOR TO DECLARE A TRAFFIC EMERGENCY AND PRESCRIBING A PENALTY.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS:**

Section 1. Findings of the Governing Body. The Council finds that parking and operation of vehicles on certain streets covered by a heavy accumulation of snow is a matter affecting the health, safety and welfare of the citizens of South Hutchinson, Kansas, for the reason that parked and stalled vehicles impede snow removal operations and cause serious traffic congestion.

Section 2. Declaration of Traffic Emergency. Whenever snow has accumulated or there is a possibility that snow will accumulate to such a depth that snow removal operations will be required, the City Administrator, or in his absence the Public Works Supervisor, may declare a traffic emergency and until such traffic emergency is terminated it shall be unlawful:

- a. To park a vehicle on any street designed an emergency snow route in Section 5 of this Ordinance.
- b. To operate a motor vehicle on any emergency snow route unless it is capable of safely traveling through the designated emergency snow route and will not impede snow removal or cause a traffic hazard.

Section 3. Notice of Parking Emergency. Termination. Upon declaring a traffic emergency the City Administrator shall forthwith cause appropriate notice thereof to be given through the local press, cable TV and/or other media. The parking emergency shall be terminated by notice given substantially in the same manner as the parking emergency was declared.

Section 4. Removal of Parked Vehicles. All vehicles parked on emergency snow routes must be removed within two (2) hours after notice of a traffic emergency has been given. Any vehicle parked on an emergency snow route after such period of time may be removed or caused to be removed by a police officer, to the nearest garage or other place of safety and the vehicle may not be recovered until the towing charges have been paid.

Section 5. Emergency Snow Routes; Establishment, Signs. The following streets are hereby established as emergency snow routes within the city:

- a. Main Street from South City limits to Woodie Seat River Bridge.
- b. Blanchard Avenue from West City limits to Plum Street.
- c. 6<sup>th</sup> Avenue from West City limits to Poplar Street.
- d. Poplar Street from Wabash Avenue to Kansas Avenue.

- e. Kansas Avenue from Poplar Street to Frank Hart Bridge.
- f. State Street from Main Street to Poplar Street.
- g. F Avenue from Main Street to Scott Boulevard.
- h. Scott Boulevard from F Avenue to 50 Highway Overpass.
- i. Detroit Drive from Main Street to Des Moines Avenue.
- j. Des Moines Avenue from Main Street to Detroit Drive.
- k. Sunnydell Circle from Blanchard Avenue to Friendship Road.
- l. Friendship Road from Blanchard Avenue to 6<sup>th</sup> Street.
- m. City Office Building and Public Safety Building parking areas.
- n. Public Works Drive from Plum Street to the WW Plant.

The City shall erect snow route signs at these locations.

Section 6. Snow Disposal. Snow removed from driveways and sidewalks of private property will be placed on unpaved right of way or individual’s property.

Section 7. Penalty. Any operator of a vehicle who shall violate the provisions of this Ordinance shall, upon conviction thereof, be fined in an amount not to exceed one hundred dollars (\$100.00).

Section 8. This Ordinance shall be in full force and effect from and after its passage and summary publication once in the official city newspaper.

**PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF DECEMBER, 2015.**

ATTEST:

\_\_\_\_\_  
Pete Murray, Mayor

\_\_\_\_\_  
Denise McCue, City Clerk

**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Brush Dump and Burn Pile Discussion

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**Background/Analysis** – Superintendent Ronnie Pederson reports excessive dumping of brush and trees at the city brush dump and burn pile.

There is a firmly held belief that individuals from outside the city and/or commercial operators are bringing their waste to our facilities after hours and on weekends because the volume of accumulated debris appears to be too great to simply be produced organically by our residents based on our population and time of year.

Recent grassfires and ban burns announced by Reno County and the South Hutchinson Fire Department limit our ability to handle the amount of brush dumped at our facility. Additionally, our department is running extremely lean and much more efficiently under our reduced head count. Maintaining the brush pile is consuming an increasing amount of our limited manhours each week.

After consulting with Pederson, I would like to request permission from the governing body to temporarily close the brush pile until Tuesday, April 5<sup>th</sup> pending further review and possible action by the Council.

At the April 5<sup>th</sup> meeting, I would like to present an updated policy concerning the following:

- Hours of availability
- Participant eligibility
- Origin of debris permissibility
- Residential vs commercial considerations
- Possible permitting and enforcement mechanisms



**Meeting Date:** March 21, 2022  
**Department:** Administration  
**Prepared By:** Joseph Turner, City Administrator  
**Agenda Title:** Service Truck for Water Department Discussion

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**Background/Analysis** – Purchasing a service truck for the water department was identified by staff as a priority and outlined in my departmental review and report to the Council on January 19, 2022.

The water and sewer utility service trucks are both 2011 models. Our three other remaining work trucks were manufactured in 2003 and 2005. The vehicles are aging, and several are nearing or have reached the end of their effective useful life. The vehicles are listed below:

2003 Chevy with 106,000 miles (3/4-ton with flatbed)  
2003 Chevy with 127,000 miles (3/4-ton with service bed)  
2005 Chevy with 83,000 miles (1/2-ton pickup)  
2011 Chevy with 88,000 miles (water truck)  
2011 Chevy with 68,000 miles (sewer truck)

Staff would like guidance and direction from Council on this purchase.

The 901 – Capital Equipment Reserve Fund has a balance of \$122,000 for the water department before any deductions for a possible purchase of a generator discussed in Agenda Item G3.

**CITY OF SOUTH HUTCHINSON, KANSAS**  
**JANUARY 1- JANUARY 31, 2022**  
 (THIS FORM MEETS THE REQUIREMENTS OF KSA 12-1608)

| Fund  | FUND NAME   | OLD                 | RECEIPTS            | DISBURSEMENTS     | NEW                 | WARRANTS        | DESCRIPTION         |
|---|---|---------------------|---------------------|-------------------|---------------------|-----------------|---------------------|
|   |   | BALANCES            |                     | (Warrants Pd)     | BALANCES            | OUTSTANDING     | check number        |
| 101   | General Operating   | 2,266,542.02        | 508,216.40          | 168,961.67        | 2,605,796.75        |                 |                     |
| 201   | Water Utility   | 768,460.78          | 52,014.22           | 38,088.91         | 782,386.09          | 80.00           | 114938              |
| 202   | Principle & Interest  | 0.00                | 0.00                | 0.00              | 0.00                | 23.00           | 115389              |
| 204   | Water Emergency   | 189,920.24          | 8,333.33            | 110,465.24        | 87,788.33           | 96.38           | 115646              |
| 301   | Sewer Utility   | 1,176,550.37        | 94,360.16           | 37,782.06         | 1,233,128.47        | 50.00           | 116001              |
| 303   | Sewer Replacement   | 110,261.60          | 8,333.33            | 0.00              | 118,594.93          |                 |                     |
| 401   | Special Highway   | 96,870.64           | 17,055.30           | 2,424.78          | 111,501.16          | 50.00           | 116065              |
| 402   | Flood Control Maintenance   | 19,932.96           | 14,107.95           | 0.00              | 34,040.91           | 2,110.47        | 116067              |
| 403   | St/Econ Dev-Sales Tax   | 318,252.51          | 12,809.19           | 0.00              | 331,061.70          | 350.00          | 116070              |
| 501   | Employee Benefit  | 32,402.89           | 17,699.03           | 386.77            | 49,715.15           | 84.00           | 116082              |
| 502   | Employee Health Insurance   | 193,597.94          | 16.51               | 1,736.93          | 191,877.52          | 200.00          | 116095              |
| 601   | Bond & Interest   | 88,781.09           | 312,279.93          | 0.00              | 401,061.02          | 15.00           | 116096              |
| 701   | Convention/Tourism  | 0.00                | 0.00                | 0.00              | 0.00                | 2,043.00        | 116098              |
| 702   | Donations   | 5,706.24            | 0.00                | 0.00              | 5,706.24            | 358.34          | 116109              |
| 703   | Special Park  | 3,757.94            | 0.00                | 0.00              | 3,757.94            |                 |                     |
| 705   | CID Love's  | 5,988.94            | 2,102.88            | 5,988.94          | 2,102.88            | (14.71)         | osd                 |
| 801   | ASAP  | 29,040.27           | 1,002.50            | 70.00             | 29,972.77           |                 |                     |
| 802   | Diversion   | 9,899.49            | 200.00              | 0.00              | 10,099.49           |                 |                     |
| 805   | Special Events  | 837.48              | 0.00                | 0.00              | 837.48              |                 |                     |
| 806   | Special Law Fund  | 1,453.12            | 0.00                | 0.00              | 1,453.12            |                 |                     |
| 808   | ARPA  | 189,845.79          | 0.00                | 0.00              | 189,845.79          |                 |                     |
| 810   | Neighborhood Revitalization   | 0.00                | 0.00                | 0.00              | 0.00                |                 |                     |
| 811   | Community Center  | 14,581.11           | 2,870.00            | 925.63            | 16,525.48           |                 |                     |
| 812   | Technology  | 4,267.44            | 285.00              | 0.00              | 4,552.44            |                 |                     |
| 901   | Equipment Reserve   | 534,296.58          | 19,069.03           | 27,167.05         | 526,198.56          |                 |                     |
| 902   | Building Reserve  | 677,094.32          | 2,166.68            | 3,980.00          | 675,281.00          |                 |                     |
| 911   | 2021 Temp Notes   | 0.00                | 0.00                | 0.00              | 0.00                | (303.28)        | Cr Card OSD         |
| 912   | Bond Cost of Issuance   | 0.00                | 0.00                | 0.00              | 0.00                |                 |                     |
| 913   | Insurance Proceeds  | 4,514.00            | 0.00                | 0.00              | 4,514.00            |                 |                     |
|   | <b>TOTALS</b>   | <b>6,742,855.76</b> | <b>1,072,921.44</b> | <b>397,977.98</b> | <b>7,417,799.22</b> | <b>5,142.20</b> | <b>7,422,941.42</b> |
| <b>AVAILABLE CASH:</b>  |   |                     |                     |                   |                     |                 |                     |
| 1001  | SIMMONS BANK - CHECKING ACCOUNT #100366   |                     |                     |                   | 127,092.67          |                 |                     |
| 1000  | SIMMONS BANK - MMDA ACCOUNT #603570   |                     |                     |                   | 4,350,274.66        |                 |                     |
| 1002  | SIMMONS BANK - EQUIPMENT RESERVE #609102  |                     |                     |                   | 727,576.31          |                 |                     |
| 1006  | FARMERS BANK - FREEDOM CLAIMS MANAGEMENT INC  |                     |                     |                   | 192,997.52          |                 |                     |
| 1020  | MUNICIPAL INVESTMENT POOL FUND 0203-01  |                     |                     |                   | 0.26                |                 |                     |
| 1050  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - Cap Equip 197805898              |                     |                     |                   | 300,000.00          |                 |                     |
| 1055  | SIMMONS BANK - Certificate of Deposit 02-18-2022 General 197804446                  |                     |                     |                   | 500,000.00          |                 |                     |
| 1056  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - General 197805831                |                     |                     |                   | 200,000.00          |                 |                     |
| 1057  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - General 197805856                |                     |                     |                   | 250,000.00          |                 |                     |
| 1075  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - Water 197805872                  |                     |                     |                   | 275,000.00          |                 |                     |
| 1076  | SIMMONS BANK - Certificate of Deposit 11-05-2021 - Water 197789886                  |                     |                     |                   | 200,000.00          |                 |                     |
| 1080  | Temporary Notes 2021  |                     |                     |                   | 300,000.00          |                 |                     |
|   | <b>TOTAL AVAILABLE CASH (TO AGREE WITH TOTAL FUNDS)</b>                             |                     |                     |                   | <b>7,422,941.42</b> |                 |                     |
| I, RHONDA STILLWELL, DO HEREBY CERTIFY THAT THE ABOVE STATEMENT IS CORRECT. |   |                     |                     |                   |                     |                 |                     |
|   |  |                     |                     |                   | CITY TREASURER      |                 | 2/9/2022            |

**CITY OF SOUTH HUTCHINSON, KANSAS**  
**FEBRUARY 1- FEBRUARY28, 2022**  
 (THIS FORM MEETS THE REQUIREMENTS OF KSA 12-1608)

| Fund  | FUND NAME  | OLD                 | RECEIPTS          | DISBURSEMENTS     | NEW                 | WARRANTS         | DESCRIPTION         |
|---|--|---------------------|-------------------|-------------------|---------------------|------------------|---------------------|
|   |  | BALANCES            |                   | (Warrants Pd)     | BALANCES            | OUTSTANDING      | check number        |
| 101   | General Operating  | 2,605,796.75        | 152,694.52        | 139,749.91        | 2,618,741.36        |                  |                     |
| 201   | Water Utility  | 782,386.09          | 57,984.91         | 44,808.99         | 795,562.01          | 80.00            | 114938              |
| 202   | Principle & Interest   | 0.00                | 0.00              | 0.00              | 0.00                | 23.00            | 115389              |
| 204   | Water Reserve  | 87,788.33           | 8,333.33          | 0.00              | 96,121.66           | 96.38            | 115646              |
| 301   | Sewer Utility  | 1,233,128.47        | 106,292.51        | 56,683.68         | 1,282,737.30        | 50.00            | 116001              |
| 303   | Sewer Reserve  | 118,594.93          | 8,333.33          | 0.00              | 126,928.26          | 50.00            | 116065              |
| 401   | Special Highway  | 111,501.16          | 0.00              | 0.00              | 111,501.16          | 350.00           | 116070              |
| 402   | Flood Control Maintenance  | 34,040.91           | 0.00              | 25,110.00         | 8,930.91            | 15.00            | 116096              |
| 403   | St/Econ Dev-Sales Tax  | 331,061.70          | 12,392.65         | 0.00              | 343,454.35          |                  |                     |
| 501   | Employee Benefit   | 49,715.15           | 6,512.00          | 434.81            | 55,792.34           | 80.00            | 116144              |
| 502   | Employee Health Insurance  | 191,877.52          | 8,680.71          | 1,844.04          | 198,714.19          | 350.00           | 116162              |
| 601   | Bond & Interest  | 401,061.02          | 0.00              | 46,675.00         | 354,386.02          | 191.94           | 116171              |
| 701   | Convention/Tourism   | 0.00                | 1,843.84          | 1,843.84          | 0.00                | 358.34           | 116175              |
| 702   | Donations  | 5,706.24            | 5.00              | 0.00              | 5,711.24            | 299.21           | 116180              |
| 703   | Special Park   | 3,757.94            | 0.00              | 0.00              | 3,757.94            | 150.00           | 116182              |
| 705   | CID Love's   | 2,102.88            | 2,583.97          | 0.00              | 4,686.85            | 75.00            | 116184              |
| 801   | ASAP   | 29,972.77           | 120.00            | 2,182.50          | 27,910.27           | 11,811.27        | 116188              |
| 802   | Diversion  | 10,099.49           | 425.00            | 0.00              | 10,524.49           | 9.00             | 116191              |
| 805   | Special Events   | 837.48              | 0.00              | 0.00              | 837.48              | 129.12           | 116197              |
| 806   | Special Law Fund   | 1,453.12            | 0.00              | 0.00              | 1,453.12            | 607.80           | 116199              |
| 808   | ARPA   | 189,845.79          | 0.00              | 0.00              | 189,845.79          | 178.09           | 116202              |
| 810   | Neighborhood Revitalization  | 0.00                | 0.00              | 0.00              | 0.00                | 1,447.07         | 116209              |
| 811   | Community Center   | 16,525.48           | 1,950.00          | 923.80            | 17,551.68           | 66.83            | 116210              |
| 812   | Technology   | 4,552.44            | 445.00            | 0.00              | 4,997.44            | 111.25           | 116217              |
| 901   | Equipment Reserve  | 526,198.56          | 37,367.34         | 1,394.07          | 562,171.83          | (14.71)          | Void                |
| 902   | Capital Improvement Reserve  | 675,281.00          | 2,166.68          | 14,756.00         | 662,691.68          |                  |                     |
| 911   | 2021 Temp Notes  | 0.00                | 0.00              | 0.00              | 0.00                | (681.08)         | Cr Card OSD         |
| 912   | Bond Cost of Issuance  | 0.00                | 0.00              | 0.00              | 0.00                |                  |                     |
| 913   | Insurance Proceeds   | 4,514.00            | 0.00              | 0.00              | 4,514.00            |                  |                     |
|   | <b>TOTALS</b>  | <b>7,417,799.22</b> | <b>408,130.79</b> | <b>336,406.64</b> | <b>7,489,523.37</b> | <b>15,833.51</b> | <b>7,505,356.88</b> |
| AVAILABLE CASH:   |  |                     |                   |                   |                     |                  |                     |
| 1001  | SIMMONS BANK - CHECKING ACCOUNT #100366                                |                     |                   |                   | 163,418.15          |                  |                     |
| 1000  | SIMMONS BANK - MMDA ACCOUNT #603570                                    |                     |                   |                   | 5,117,104.28        |                  |                     |
| 1002  | SIMMONS BANK - EQUIPMENT RESERVE #609102                               |                     |                   | CLOSED            | 0.00                |                  |                     |
| 1006  | FARMERS BANK - FREEDOM CLAIMS MANAGEMENT INC                           |                     |                   |                   | 199,834.19          |                  |                     |
| 1020  | MUNICIPAL INVESTMENT POOL FUND 0203-01                                 |                     |                   |                   | 0.26                |                  |                     |
| 1050  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - Cap Equip 197805898 |                     |                   |                   | 300,000.00          |                  |                     |
| 1055  | SIMMONS BANK - Certificate of Deposit 05-18-2022 General 197817117     |                     |                   |                   | 500,000.00          |                  |                     |
| 1056  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - General 197805831   |                     |                   |                   | 200,000.00          |                  |                     |
| 1057  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - General 197805856   |                     |                   |                   | 250,000.00          |                  |                     |
| 1075  | SIMMONS BANK - Certificate of Deposit 03-02-2022 - Water 197805872     |                     |                   |                   | 275,000.00          |                  |                     |
| 1076  | SIMMONS BANK - Certificate of Deposit 11-05-2021 - Water 197789886     |                     |                   |                   | 200,000.00          |                  |                     |
| 1080  | Temporary Notes 2021   |                     |                   |                   | 300,000.00          |                  |                     |
|   | <b>TOTAL AVAILABLE CASH (TO AGREE WITH TOTAL FUNDS)</b>                |                     |                   |                   | <b>7,505,356.88</b> |                  |                     |
| I, RHONDA STILLWELL, DO HEREBY CERTIFY THAT THE ABOVE STATEMENT IS CORRECT.         |  |                     |                   |                   |                     |                  |                     |
|  |  |                     |                   |                   |                     | CITY TREASURER   |                     |
|   |  |                     |                   |                   |                     | 3/9/2022         |                     |

| CITY SALES TAX |                    |                      |           |           |           |           |           |           |           |           |           |           |            |
|----------------|--------------------|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
|                | JAN                | FEB                  | MAR       | APR       | MAY       | JUN       | JUL       | AUG       | SEP       | OCT       | NOV       | DEC       | TOTAL      |
| 2012           | 15,808.41          | 14,414.34            | 14,922.46 | 16,171.83 | 20,375.01 | 15,805.43 | 14,969.56 | 16,830.66 | 15,709.17 | 19,003.21 | 18,291.50 | 12,043.29 | 194,344.87 |
| 2013           | 20,485.16          | 16,624.15            | 19,333.73 | 21,919.03 | 17,038.08 | 20,504.42 | 17,816.75 | 18,138.29 | 19,307.16 | 17,909.40 | 18,411.01 | 17,966.57 | 225,453.75 |
| 2014           | 18,436.62          | 14,952.95            | 15,511.23 | 16,746.43 | 17,600.00 | 16,424.35 | 17,315.56 | 18,301.92 | 16,139.81 | 17,731.67 | 17,571.41 | 17,900.21 | 204,632.16 |
| 2015           | 19,483.21          | 16,498.15            | 17,034.04 | 13,022.30 | 19,018.23 | 15,313.06 | 18,493.57 | 14,932.47 | 17,002.07 | 17,494.52 | 19,014.53 | 15,406.79 | 202,712.94 |
| 2016           | 9,834.83           | 15,994.87            | 15,442.34 | 14,880.06 | 18,854.01 | 15,910.67 | 21,406.51 | 16,148.75 | 17,416.92 | 20,494.74 | 25,132.05 | 17,146.91 | 208,662.66 |
| 2017           | 16,145.57          | 16,987.60            | 18,262.12 | 16,873.87 | 18,279.71 | 22,832.76 | 16,972.56 | 20,072.61 | 17,717.09 | 18,810.89 | 22,009.36 | 15,479.48 | 220,443.62 |
| 2018           | 17,126.80          | 16,721.92            | 16,974.30 | 15,360.20 | 17,809.87 | 16,801.84 | 19,119.45 | 19,954.16 | 19,321.10 | 21,131.72 | 17,555.00 | 13,065.07 | 210,941.43 |
| 2019           | 21,386.54          | 18,030.74            | 16,969.14 | 16,162.34 | 20,093.09 | 17,501.23 | 17,980.89 | 16,207.60 | 22,634.98 | 17,593.51 | 21,227.64 | 20,458.10 | 226,245.80 |
| 2020           | 20,099.08          | 20,513.44            | 19,147.44 | 17,604.04 | 24,066.23 | 24,650.88 | 21,161.63 | 26,713.04 | 21,828.47 | 24,534.88 | 22,107.44 | 22,486.04 | 264,912.61 |
| 2021           | 23,018.32          | 27,016.24            | 24,670.73 | 21,656.91 | 27,005.88 | 29,136.54 | 26,206.27 | 22,316.73 | 26,762.28 | 24,516.00 | 22,633.47 | 30,038.70 | 304,978.07 |
| 2022           | 25,618.40          | 24,785.31            |           |           |           |           |           |           |           |           |           |           | 50,403.71  |
|                | 2,600.08<br>11.30% | (2,230.93)<br>-8.26% |           |           |           |           |           |           |           |           |           |           |            |

CITY SPECIAL SALES TAX (403 - Street/Economic Development)

|      | JAN                | FEB                  | MAR       | APR       | MAY       | JUN       | JUL       | AUG       | SEP       | OCT       | NOV       | DEC       | TOTAL      |
|------|--------------------|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 2012 | 7,904.21           | 7,207.17             | 7,461.23  | 8,085.92  | 10,187.50 | 7,902.72  | 7,484.78  | 8,415.33  | 7,854.58  | 9,501.60  | 9,145.75  | 6,021.65  | 97,172.44  |
| 2013 | 10,242.58          | 8,312.07             | 9,666.87  | 10,959.51 | 8,519.04  | 10,252.21 | 8,908.37  | 9,069.15  | 9,653.58  | 8,954.70  | 9,205.51  | 8,983.28  | 112,726.87 |
| 2014 | 9,218.31           | 7,476.48             | 7,755.62  | 8,373.21  | 8,800.00  | 8,212.18  | 8,657.78  | 9,150.96  | 8,069.91  | 8,865.83  | 8,785.70  | 8,950.10  | 102,316.08 |
| 2015 | 9,741.60           | 8,249.07             | 8,517.02  | 6,511.15  | 9,509.11  | 7,656.53  | 9,246.79  | 7,466.23  | 8,501.03  | 8,747.24  | 9,507.27  | 7,703.40  | 101,356.44 |
| 2016 | 4,917.41           | 7,997.43             | 7,721.17  | 7,440.03  | 9,427.01  | 7,955.34  | 10,703.26 | 8,074.37  | 8,708.46  | 10,247.37 | 12,566.02 | 8,573.45  | 104,331.32 |
| 2017 | 8,072.79           | 8,493.80             | 9,131.07  | 8,436.94  | 9,139.85  | 11,416.39 | 8,486.29  | 10,036.31 | 8,858.55  | 9,405.45  | 11,004.68 | 7,739.74  | 110,221.86 |
| 2018 | 8,563.40           | 8,360.97             | 8,487.15  | 7,680.11  | 8,904.94  | 8,400.93  | 9,559.72  | 9,977.08  | 9,660.55  | 10,565.86 | 8,777.50  | 6,532.54  | 105,470.75 |
| 2019 | 10,693.28          | 9,015.38             | 8,484.58  | 8,081.18  | 10,046.55 | 8,750.62  | 8,990.45  | 8,103.81  | 11,317.50 | 8,796.76  | 10,613.83 | 10,229.05 | 113,122.99 |
| 2020 | 10,049.54          | 10,256.73            | 9,573.73  | 8,802.03  | 12,033.12 | 12,325.44 | 10,580.82 | 13,356.53 | 10,914.24 | 12,267.45 | 11,053.71 | 11,243.02 | 132,456.36 |
| 2021 | 11,509.16          | 13,508.11            | 12,335.36 | 10,828.45 | 13,502.93 | 14,568.26 | 13,103.13 | 11,158.36 | 13,381.14 | 12,258.00 | 11,316.73 | 15,019.35 | 152,488.98 |
| 2022 | 12,809.19          | 12,392.65            |           |           |           |           |           |           |           |           |           |           | 25,201.84  |
|      | 1,300.03<br>11.30% | (1,115.46)<br>-8.26% |           |           |           |           |           |           |           |           |           |           |            |

COUNTY SALES TAX DISTRIBUTION

|      | JAN                | FEB               | MAR       | APR       | MAY       | JUN       | JUL       | AUG       | SEP       | OCT       | NOV       | DEC       | TOTAL      |
|------|--------------------|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 2012 | 27,722.49          | 32,018.29         | 25,457.65 | 25,016.95 | 30,239.00 | 26,341.66 | 28,283.65 | 31,833.77 | 27,115.67 | 28,846.93 | 30,141.60 | 25,223.19 | 338,240.85 |
| 2013 | 29,739.58          | 31,268.49         | 28,006.54 | 24,958.36 | 29,326.83 | 27,228.00 | 31,257.84 | 29,973.62 | 29,935.25 | 32,131.51 | 32,386.21 | 30,802.89 | 357,015.12 |
| 2014 | 29,592.93          | 33,591.22         | 29,223.43 | 28,142.62 | 27,620.82 | 33,479.80 | 32,542.78 | 31,289.61 | 31,933.41 | 33,001.66 | 34,772.00 | 29,798.50 | 374,988.78 |
| 2015 | 31,693.28          | 32,401.51         | 24,630.17 | 26,687.51 | 34,901.64 | 29,235.05 | 29,503.03 | 31,688.28 | 29,430.57 | 29,225.98 | 31,445.63 | 28,797.43 | 359,640.08 |
| 2016 | 28,002.11          | 35,737.88         | 28,770.29 | 28,001.54 | 31,614.08 | 28,495.35 | 31,072.12 | 29,060.57 | 29,731.75 | 30,167.99 | 33,621.05 | 28,348.08 | 362,622.81 |
| 2017 | 27,826.66          | 35,438.33         | 25,572.53 | 26,750.30 | 28,508.61 | 28,550.72 | 27,437.31 | 28,229.90 | 29,227.90 | 28,710.07 | 31,450.98 | 26,223.75 | 343,927.06 |
| 2018 | 28,708.06          | 41,252.15         | 26,387.02 | 26,158.62 | 28,746.57 | 27,718.43 | 28,795.37 | 30,087.86 | 27,281.56 | 31,095.74 | 28,498.35 | 26,831.95 | 351,561.68 |
| 2019 | 29,534.85          | 38,522.06         | 27,784.09 | 27,223.71 | 31,118.52 | 27,698.38 | 29,978.89 | 33,158.36 | 40,299.91 | 29,498.39 | 31,053.37 | 30,754.93 | 376,625.46 |
| 2020 | 30,432.40          | 33,277.99         | 27,831.42 | 26,346.71 | 30,732.33 | 31,743.47 | 33,427.72 | 37,020.00 | 33,479.89 | 34,573.33 | 35,964.01 | 32,318.84 | 387,148.11 |
| 2021 | 29,830.79          | 40,186.30         | 33,936.56 | 29,213.34 | 35,930.04 | 33,850.09 | 35,244.36 | 32,554.82 | 35,284.22 | 37,791.15 | 33,388.73 | 38,244.69 | 415,455.09 |
| 2022 | 34,232.35          | 43,521.35         |           |           |           |           |           |           |           |           |           |           | 77,753.70  |
|      | 4,401.56<br>14.76% | 3,335.05<br>8.30% |           |           |           |           |           |           |           |           |           |           |            |

**COMMUNITY IMPROVEMENT DISRICT (CID)\***

|      | <b>JAN</b>       | <b>FEB</b>       | <b>MAR</b> | <b>APR</b> | <b>MAY</b> | <b>JUN</b> | <b>JUL</b> | <b>AUG</b> | <b>SEP</b> | <b>OCT</b> | <b>NOV</b> | <b>DEC</b> | <b>TOTAL</b> |
|------|------------------|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| 2017 |                  |                  |            |            |            |            |            |            | 2,826.84   | 2,194.44   | 4,742.34   | 1,590.62   | 11,354.24    |
| 2018 | 2,089.48         | 1,260.25         | 2,730.48   | 1,241.73   | 1,765.64   | 2,231.87   | 3,615.45   | 1,402.77   | 1,404.89   | 2,896.25   | 196.71     | 1,520.29   | 22,355.81    |
| 2019 | 2,931.09         | 1,595.72         | 1,505.30   | 827.68     | 1,048.35   | 160.73     | 1,691.17   | 3,011.36   | 1,897.28   | 168.33     | 1,688.29   | 1,848.29   | 18,373.59    |
| 2020 | 3,502.56         | 465.60           | 3,616.63   | 1,801.85   | 2,577.93   | 1,919.06   | 1,863.86   | 1,994.48   | 1,916.23   | 2,041.99   | 1,939.40   | 1,893.60   | 25,533.19    |
| 2021 | 1,855.25         | 1,937.58         | 2,772.04   | 981.78     | 2,007.38   | 1,954.12   | 1,865.66   | 2,095.23   | 2,163.56   | 2,183.60   | 1,450.71   | 2,354.63   | 23,621.54    |
| 2022 | 2,102.88         | 2,583.97         |            |            |            |            |            |            |            |            |            |            | 4,686.85     |
|      | 247.63<br>13.35% | 646.39<br>33.36% |            |            |            |            |            |            |            |            |            |            |              |

\* City retains 5% of the amounts collected above

**2022 Monthly Water and Sewer Accounts**

| <b>Month</b> | <b>Res Acct.</b> | <b>Com Act</b> | <b>Total</b> | <b>New</b> | <b>Disconnect</b> | <b>Late</b>     |
|--------------|------------------|----------------|--------------|------------|-------------------|-----------------|
| January      | 851              | 213            | 1064         | 9          | 9                 | 112 Res 11 Comm |
| February     | 848              | 211            | 1059         | 8          | 10                | 115 Res 12 Comm |
| March        |                  |                |              |            |                   |                 |
| April        |                  |                |              |            |                   |                 |
| May          |                  |                |              |            |                   |                 |
| June         |                  |                |              |            |                   |                 |
| July         |                  |                |              |            |                   |                 |
| Aug          |                  |                |              |            |                   |                 |
| September    |                  |                |              |            |                   |                 |
| October      |                  |                |              |            |                   |                 |
| November     |                  |                |              |            |                   |                 |
| December     |                  |                |              |            |                   |                 |
|              |                  |                |              |            |                   |                 |
|              |                  |                |              |            |                   |                 |

## Activity Report March 21<sup>st</sup>, 2022

- Will be setting up Fire Extinguisher classes for our South Hutch Community this summer
- SHFD has assisted on several of the Grass Fires the last few weeks including the Cottonwood Complex Fire. Our Crews were out there from 13:30 to 19:30 on 03/05/22 and from 06:45 to 14:30 on 03/06/2022.
- Waiting to hear back from OneOk on Grant.
- Attending SCAFFA training in Topeka 03/17 through 03/19/2022.
- Setting up our new NFIRS Reporting Software. We will be utilizing Emergency Networking.
- SHFD will not be writing any burn permits for the rest of the month of March, due to weather conditions.
- Working on a Hydrant Flow Testing list for 2022.

### **Calls from 02/17/22 – 03/15/22**

|                          |    |
|--------------------------|----|
| Flammable Spill          | 2  |
| Canceled En Route        | 2  |
| Med. Call                | 26 |
| Excessive Heat           | 1  |
| False Fire Alarm         | 2  |
| Medical Assist           | 2  |
| Natural vegetation Fire  | 3  |
| Person in Distress       | 2  |
| Public Assist            | 4  |
| Gas Mistaken for Smoke   | 1  |
| Unintentional System Op. | 1  |

**46 Calls total**

**Total for 2022: 156**



**Total for 2022**

|                                      |          |                                     |           |
|--------------------------------------|----------|-------------------------------------|-----------|
| Animal Problem/Rescue                |          | Outside rubbish fire                |           |
| Attempted burn, Illegal burn         |          | Person in distress                  | <b>6</b>  |
| Chemical Release – Haz Mat spill     |          | Public Assist                       | <b>10</b> |
| Citizen Complaint                    |          | Rescue, Emergency Medical           |           |
| Combustible/Flammable Spill/leak     | <b>2</b> | Service Call, Other                 | <b>2</b>  |
| Controlled Burning                   | <b>1</b> | Smoke, odor problem                 |           |
| Cultivated vegetation/crop fire      |          | Special Type Incident, other        |           |
| Dispatched/cancelled en route        | <b>9</b> | Steam, other gas mistaken for smoke | <b>1</b>  |
| Electrical wiring/equipment problems |          | Standby, Cover Assignment           |           |
| Emergency Medical Service w/MVA      | 95       | Structure Fire                      |           |
| Extrication/Rescue                   | 1        | System or detector malfunction      | <b>2</b>  |
| Excessive heat, Scorch burns with no | <b>1</b> | Unauthorized Burning                |           |
| False Alarm                          | <b>4</b> | Unintentional System/detector       | <b>4</b>  |
| Fire, Other                          |          | Wrong location                      |           |
| Good Intent Call                     | <b>1</b> |                                     |           |
| Hazardous Condition- Other           |          |                                     |           |
| HazMat Release Investigation         |          |                                     |           |
| Medical Assist                       | <b>9</b> |                                     |           |
| Mischievous False Alarm              |          |                                     |           |
| Mobile Property (vehicle) Fire       |          |                                     |           |
| Natural Vegetation Fire              | <b>8</b> |                                     |           |

**2022**

| <b>Mutual Aid Calls – Help Given</b> |   | <b>Mutual Aid calls – Help Received</b> |
|--------------------------------------|---|---|
| Hutchinson Fire                      | 2-Grass Fires (Feb)<br>1-Cottonwood (March) | Hutchinson Fire                         |
| District 8                           | 1 - Extrication                             | District 8                              |
| District 3                           |   | District 3                              |
| District 4                           |   | District 4                              |
| District 9                           |   |   |
| District 7                           |   |   |
| Pretty Prairie                       |   |   |
| Rice County                          |   |   |
| Buhler Fire                          | 1- Grass Fire (Feb)                         |   |
| <b>Task Force Call outs</b>          | <b>4</b>                                    |   |

## PUBLIC WORKS REPORT

To: Honorable Mayor and City Council

From Ronnie Pederson, Public Works Superintendent

Re: Public Works Superintendent report for March 21<sup>st</sup> City Council Meeting

Date: March 17<sup>th</sup>, 2022

### Streets

- Snow removal March 6<sup>th</sup> (Snow route)
- Reinstalled dead-end sign at west Ave F Street.
- Crack seal quotes. (APAC) (Circle C Paving) (Powered by me)
- Received inspection and appraisal purchase price quote from foley cat for the city's 1999 cat loader. (\$40,000)
- Street sweeping.
- Completed the replacement of all city hall lights to LED ballast free bulbs.
- Tire repair on 2011 cat loader. (TO Hass)
- Replaced fuel solenoid valve on #3 dump truck.
- Reinstalled street sign at Main and Marshall.

### Water

- Flushed Dead ends. (Qty 14)
- Installed new setter in water meter pit at 17 Glass Manor.
- Staff has completed the monthly water maintenance.
- KDHE water inspection completed. (Waiting on inspection results from KDHE)
- Utility locates.
- Bulk water for Seeders Inc.
- Bulk water for ONEOK.
- All city owned backflow preventers yearly inspection completed. (Elite Plumbing)
- (Qty 25) Pucks changed out on water meter pit lids.
- (Qty 3) Water meter lids replaced.
- (Qty 2) cut in repairs performed on water meter setters.
- (Qty 6) Cut down water meter pits.
- Repaired fire hydrant at 7<sup>th</sup> and Main. (Hit by vehicle)
- Seeders Inc completed the overseeding of the F street waterline project.
- Received quotes for generator for well # 4. (Foley cat \$39,700) (Central PS \$34,925)
- Monthly KDHE water samples collected and sent to state lab.

## PUBLIC WORKS REPORT

### Wastewater

- Staff has completed the wastewater facility and lift station monthly maintenance.
- KDHE wastewater inspection completed. (Waiting on inspection results from KDHE)
- Unplugged Grit king piping in headworks at wastewater plant.
- Monthly state wastewater samples collected for KDHE test.
- Rodded sewer line at 215 W Ave D.
- Utility locates.
- Changed out anerobic mixer at wastewater plant with spare. (Motor burnt up)
- Pulled soil samples from city's sludge field for 503 sludge regs.
- Central power systems checked all electrical connections on the wastewater plant generator due to a low AC voltage alarm. (Back in service and hasn't faulted again as of now)
- Uncovered all sewer manholes east of Main for depths and inspection. We are in the process of getting quotes from UMC and Mayer for manhole rehab.

### Code enforcement

- (Qty 17) inspections.
- (Qty 3) Building permits.
- Zoning letters.
- Delivered summons letter for code enforcement.

## CITY ADMINISTRATOR'S REPORT

**To:** Honorable Mayor and City Council

**From:** Joseph Turner, City Administrator

**Re:** City Administrator Report for March 21<sup>st</sup> Regular City Council Meeting

**Date:** March 17, 2022

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### **Communications with Hutchinson**

I attended the most recent Hutchinson City Council meeting to express my gratitude and appreciation for recent assistance provided to us by their staff. I also expressed a desire to see our communities collaborate and partner together in the future. I have attached a copy of that letter to this report. I received very positive feedback from multiple members of their council.

### **KDHE Regulatory Issues & Inspections**

KDHE sent me the following this week regarding the wastewater consent order:

“KDHE has received and reviewed the South Hutchinson Compliance Schedule. The proposed schedule as presented by the City is acceptable, and KDHE will proceed with drafting the Consent Order which will include the compliance schedule. After the consent order has been drafted and signed off by our legal team, a copy will be sent to the City for executing.”

This schedule has a 28-month timeline. The next major mile-marker for the City is that we are required to develop a revised sewer ordinance by the end of the year.

KDHE inspectors also inspected our water and sewer systems. We are awaiting their report and findings. Superintendent Pederson reported that the inspection went well.

### **Public Safety**

I wanted to once again thank the men and women in our public safety departments for their aid and assistance provided to our regional partners during the Cottonwood Complex fire.

Police Officer Tristen Ryan is slated to officially enter the academy at the end of the month. Chief Pickering hopes to have him done with the academy and FTO training by mid-September.

Fire Chief Shae Barajas-Brooks recently coordinated a fire extinguisher safety class/seminar with a local business in our community. We have talked about the possibility of extending this training to our residents and doing more to engage with our community.

We expect to take delivery of new police vehicle by the end of the month, get it upfitted and placed into service. I am still awaiting final determination on the USDA grant application.

### **Personnel/Public Works**

We are continuing to review applications for the public works vacancy and hope to have this position filled very soon.

### **Infrastructure (Streets)**

Powered By Me, a local business, was selected to do our crack sealing project. Estimates on the duration of the project and start time are to be determined.

### **Infrastructure (Water)**

The Kansas Department of Agriculture approved our request to extend the water rights perfection period for section of irrigated farmland. We now have until December 31, 2023. The note from the approval letter reads: "Unless there can be shown that extenuating circumstances exist, there can be no more extension of time to perfect the Appropriation of Water File No. 47,562."

### **Economic Development**

I met with representative from the City of Hutchinson, Reno County, and the Chamber of Commerce to discuss economic development issues. One takeaway from that meeting is that we are planning to work together to re-evaluate all of our incentive programs and put together the most up to date and effective ideas so that we can all work together in concert to make Reno County more attractive to existing businesses looking to expand or relocate.

### **Website Update**

Our agreement with CivicPlus is coming up for renewal in late May/early June. I am looking to make a switch to another vendor at a much lower cost. I meet with them on March 23<sup>rd</sup>.

### **Surplus Property**

Reno Township inquired about our surplus wheel loader but opted to purchase a different unit. We are still weighing our options.

March 15, 2022

Honorable Mayor Jade Piros de Carvalho &  
Hutchinson City Council  
City of Hutchinson  
PO Box 1567  
125 E Avenue B  
Hutchinson, KS 67501

**RE: Intergovernmental Relations between Hutchinson and South Hutchinson**

Honorable Mayor Piros de Carvalho & City Council:

During my brief stint with the City of South Hutchinson, many people have bombarded me with negative comments and perceptions about the City of Hutchinson and more importantly, cited some semblance of an antagonistic relationship between our two cities. I have not experienced this, and I cannot validate these sentiments.

Throughout my professional career I have endured repeated attempts by bad actors to malign my character and reputation. Through this personal experience I have learned how important it is to tune out the noise and drama, recognize that individual perceptions are not necessarily reality, store and compartmentalize negative comments about others, and ultimately judge people by how they treat me.

I can state unequivocally, without reservation or qualification, that the City of Hutchinson has been a great neighbor to South Hutchinson during my tenure and I am excited about future opportunities where we can work together to benefit everyone.

Moreover, I can emphatically state that our governing body is unanimous in its desire to see our respective communities work together.

Your staff have been phenomenal, and I am grateful for the professional courtesy and assistance that has been extended our way. It is truly appreciated. I want to particularly acknowledge Streets Superintendent Kreg Luman and Engineering Construction Manager Jeff Schenk for their past assistance.

However, this starts at the top with your city manager, Jeff Cantrell. He has been incredibly gracious and welcoming to me. And I believe our vision of intergovernmental cooperation between our cities aligns together.

Perhaps, one of the benefits of both of us being relatively new in our respective positions, is that we are not tainted or captive to some of these negative feelings and sentiments of the past. This historical baggage has the potential to snuff out innovation and extinguish our ability to explore synergistic opportunities to serve our respective taxpayers more efficiently and effectively.

I believe our future, together, is brighter.

On behalf of the South Hutchinson City Council and our citizens, I want to express our desire to usher in a new era of cooperation and collaboration between our two communities.

Sincerely,



Joseph Turner  
City Administrator

cc: Jeff Cantrell, Hutchinson City Manager