

A. CALL TO ORDER/ROLL CALL

__ Scofield __ Cokeley __ Nisly __ Brislin __ Wylie __ Griffin

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA (ADDITIONS/DELETIONS)

D. CITIZEN COMMENTS

E. CONSENT AGENDA

1. Approval of Minutes – Regular Council Meeting, April 22, 2024
2. Approval of Invoices
3. Approval of Temporary Event Permit (Our Lady Guadalupe)
4. Approval of Temporary alcohol license (Our Lady Guadalupe)
5. Approval of Cereal Malt Beverage License (Love’s Travel Stop, 3 W Des Moines Ave)

Motion _____ Second _____ Vote _____

F. ACTION ITEMS

1. Approve resolution 24-06 approving organization resolution and agreement for credit card program with UMB bank.

Motion _____ Second _____ Vote _____

2. Approve Purchase of two wastewater facility pumps.

Motion _____ Second _____ Vote _____

3. Open Public Meeting regarding the property at 603 N Poplar Street

Motion _____ Second _____ Vote _____

4. Close Public Meeting regarding the property at 603 N Poplar Street

Motion _____ Second _____ Vote _____

5. Make a motion to order that the property at 603 N Polar be either repaired or demolished.

Motion _____ Second _____ Vote _____

G. DISCUSSION ITEMS

1. Set goals and objectives for City Administrator

H. CITY ADMINISTRATOR’S REPORT

I. GOVERNING BODY COMMENTS

J. EXECUTIVE SESSION

K. ADJOURNMENT

SUBMITTED BY: Jeff Schenk, City Administrator

MEETING DATE: Month xx, 2024

AGENDA ITEM: Consent Agenda

BACKGROUND:

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

DESCRIPTION:

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

PROPOSED ITEMS:

- Approval of Minutes from the following meetings:
 - Month xx, 2024, Regular Council Meeting
- Approval of Invoices

RECOMMENDATION:

Motion to approve the consent agenda as presented.

ATTACHMENTS:

Exhibit A - Minutes from Month xx, 2024, Regular Council Meeting

Exhibit B - AP Invoices

A. **CALL TO ORDER/ROLL CALL**
_X_Scofield _X_Cokeley _X_Nisly _X_Brislin _X_Griffin __Vacant

B. **PLEDGE OF ALLEGIANCE**

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

D. **CITIZEN COMMENTS**

E. **APPOINTEMENT OF CITY COUNCILMEMBER**

1. Appoint of Robert E. Wylie to City Council

Motion **Brislin** Second **Cokeley** Vote **4-0**

F. **CONSENT AGENDA**

1. Approval of Minutes – Regular Council Meeting, April 8, 2024
2. Approval of Invoices
3. Approval of Cereal Malt Beverage License (PlazaGo Truck Stop, 1515 S Main St)
4. Approval to appoint Judy Gallispie (441 N Washinton St, Apt 306) to the South Hutchinson Housing Authority with her term set to expire January 2026.

Motion **Nisly** Second **Brislin** Vote **5-0**

G. **ACTION ITEMS**

1. Approve resolution of support for a Transportation Alternatives Program Application and Maintenance Commitment.

Motion **Cokeley** Second **Griffin** Vote **5-0**

2. Approve purchase of new Submersible Raws Water Pump for the WWTF.

**Motion to approve purchase of new Submersible Raws Water Pump for the WWTF not to exceed \$44,000 pending the quote for 2 pumps.

Motion **Nisly** Second **Brislin** Vote **5-0**

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

Motion **Cokeley** Second _____ Vote _____

**Motion died for lack of second per Mayor Scofield.

DISCUSSION ITEMS

1. Jeff Schenk giving update on Plot Marketing. Plot is donating \$10000 to keep things on this project moving. \$40000 would be the balance of the contract. City staff recommends that we approve this contract.

Dina Brislin asked where are we now, do we have a logo? Stated that we have a color palette, and they are working on a logo / slogan based on the information from the community questionnaires and meetings. Dina asked who makes the final decision ultimately on what we choose. Scofield stated it would be the council that is responsible

for picking the final logo. Plot would give concepts and have community feedback to move forward with the rebranding. Cokeley states we could take a couple of them and put them on the Facebook page to have the community vote and then ultimately vote at the end. Still be public outreach and focus groups with Plot. Schenk stated he doesn't know if we will hold a public vote on the logo, but we will continue to get community feedback to shape it into what the community wants to see. Dina asked about the development \$6500 fee, does that include monthly maintenance. Plot states that it does not, however it does include the build out of templates for us to take over and run the website from there if we choose to do so. The city would be paying after contract for development hours worked contingent on services provided. Valerie stated that she did some research and she found that the average cost for rebranding is between \$11,000 and \$63,000. Feels like the majority of the cost is in the logo and it seemed shifted as far as the pricing on that part of it. The logo part seems to be a lot higher than the average of what she found. Jeff stated he could show results for logos in the \$11,000 range. The cities he researched knew what they wanted, and they didn't have any community involvement. Jeff's goal was to engage the community and businesses because they feel like no one is talking to anyone or being transparent. Use the community to rebrand the community and get them to talk to local government so we can come together to get things done.

2. Received an application for purchase of land bank property. The city recently developed a process on the land bank property and the council is the board of trustees for the land bank, the council has to determine if this fits into the intent of the usage of our landbank. Mr. Thrash wants to take a lot out of the land bank so he can build a shop as large as the city will allow. Jeff doesn't believe this is doesn't fit into the intent of the land bank policy that the policy was written with economic development being at the forefront which would be building houses or businesses depending upon which landbank property is being discussed. With the neighborhood revitalization plan currently being worked on Jeff feels like we would have a developer that would be interested in building houses on those properties. Valerie states by allowing him to build a shop then we take out the option of having a house there. Jeff states by allowing him to build a shop it wouldn't increase the property value very much. Valerie asks would we lose someone in South Hutchinson because he can't build a shop there and he needs one for whatever personal reasons, so he would move? Right now, we are looking at the code, auxiliary buildings based on our code cannot be larger than 900 square feet, we have to figure out why the larger shops were allowed to be built. Also, there are other areas that might be better suited for what he needs, that is isn't trying to use the land bank properties to build a shop. Dina states she sees nothing wrong with building a shop in a subdivision as she does own one. Matt Nisly asked if she got her land from the land bank to build the shop. She stated no and Nisly said that is the difference. Mayor Scofield states Mr. Thrash has had the opportunity to buy that property and never did it. Dina asks how we make it fair? Nisly states that we cannot dictate what an individual does with their property if they buy it on the free market but since these are in the city's possession and we desire to have homes built, we can. Valerie states hypothetically if he would've bought the two lots together, he wouldn't have an issue right now. Jeff states that is correct as long as it was done inside the zoning regulations. Dina asks do we sell him the property as it was before it was in the land bank. Nisly states he thinks his ship has sailed since it is now in the land bank, it is too late. City Attorney Tremaine reads the criteria for the land bank that are mentioned in the policy for the city council to consider.

**Motion to deny the request for the property in the land bank to be used to build a shop.

Motion Nisly Second Scofield Vote 4-2

3. Street signs are going in. Starting at Valley Pride and Mennonite Manor area.

4. Company wants to put in a digital billboard that is 32' with 2 8' tall LED screens at Forest & Main. City Admin Schenk advised that it doesn't fit within our sign policy, and he would advise to tell them we are not interested in this project because it doesn't fit within the sign policy or area.

5. APAC just started producing asphalt again. Powered by Me gave us a quote to patch the road in front of Love's. He has an additional quote to patch it, guarantees it for a year for \$12,450 based on his estimated usage of 1950 square feet. He said he can fix and grade the road in front of Love's but that would be \$22950. That road is going to have to be reconstructed soon. TEAP study is coming in and Mr. Schenk is proposing that we relocate the entrance to Des Moines West, once we get the study we should qualify for grants for that intersection. Nisly asked how fast that TEAP study should move? Schenk indicated that we should have the results this year and would be ready for next year. Mayor Scofield asks what must be rebuilt on the road? Schenk states that the road base has failed and will need to be rebuilt. His guess is the asphalt is too thin, there is not enough road base if there is any base, so the entire thing needs to be ripped out and replaced. Both options are just bandages for the current road. Nisly asks if our city crew can fix this issue? Schenk stated it is a safety issue with the location and having to block off traffic until the patch is completed. Consensus to complete the cheaper patch through Powered by Me pending other quotes come in lower with the same guarantee.

H.

I. **CITY ADMINISTRATOR'S REPORT**

1. Training in Manhattan last week with Valerie and Katie. Picked up a lot of good information. Processes and procedures need to be tweaked. Largest issue we have is that Market South Hutch meetings are to be public since it is utilizing public funds and falls under KOMA. We will have to figure out to make that meeting public. They currently meet at Gambino's. City Attorney Tremaine states that location doesn't really matter, it is following all the notice requirements.

J. **GOVERNING BODY COMMENTS**

Brislin – Going over invoices, adding up all the insurance, that we are spending over \$100,000 with ProValue Insurance. She assumes they reshop the insurance annually. Schenk states that is everything to include vehicles, properties, buildings, etc. We will be doing an audit of that and be transparent to allow other companies to be competitive since we now know when the insurance policy is renewed.

Nisly – Where are we at on the police department review? Tabled due getting the clerk's position filled.

What about the categories? Schenk meant to print those out for this meeting and forgot. Re-email out all the categories so we can discuss the direction for the city administrator to be working. Scofield requests that Schenk put that on the agenda for the next meeting.

Cokeley – Do we have any idea of what is going on with the house on Poplar that they started to tear down? Ronnie Pederson stated they are supposed to be working on that next week.

On the same subject Schenk advised Ronnie to send an abatement to the burnt house on Blanchard since it is still open, and we do not want squatters.

K. **ADJOURNMENT**

Matt Nisly motioned for adjournment at 7:10 p.m.

Motion **Nisly** Second **Brislin** Vote **5-0**

INVOICE APPROVAL LIST

5/13/2024

Gen Gov	Description	Vendor	Inv. Amt
101-101-5000	Vision Ins	Vision Care Direct	\$1.84
101-101-6000	Electric	Evergy	\$273.73
101-101-6002	Fire Extinguisher Service	Dragonslayers Fire Extinguisher	\$11.90
101-101-6002	Drug Screen	Hutchinson Clinic	\$70.00
101-101-6002	CMB License	KS Dept of Revenue	\$25.00
101-101-6002	Website Domain	Leading Edge Technology Partners	\$409.12
101-101-6002	City Clerk Job Posting	League of KS Municipalities	\$200.00
101-101-6002	Balance Bank / AP Entry	Denise McCue	\$1,450.00
101-101-6002	Attorney Services	Mark Tremaine	\$2,000.00
101-101-6002	City Office Shredding	Underground Vaults & Storage	\$52.00
101-101-6003	Copier Repair MFP / Xerox Maintenance	Better Image	\$559.20
101-101-6004	Postage Meter Lease	First Bank	\$74.22
101-101-6004	Cleaning	FreshCo Cleaning & Restoration	\$300.00
101-101-6004	Lease Agreement	Pitney Bowes	\$59.37
101-101-6004	Mats	Unifirst	\$24.75
101-101-7000	Postage Meter Lease / Keyboard	First Bank	\$253.98
101-101-7000	Business Cards - Griffin	First Bank	\$23.98
101-101-7000	Postage	Pitney Bowes Reserve	\$200.00
101-101-7001	Hotels / Meals	FNBO	\$1,642.35
101-101-7002	Hook & Eye Latch	Westlake Ace Hardware	\$2.39
101-101-7004	Water	Culligan	\$26.00
101-101-7004	Lost Receipts	Petty Cash	\$85.15
101-101-7005	Reimbursement	Jeff Schenk	\$225.00
101-101-7005	Reimbursement	Katie Marcum	\$75.00
101-101-7005	Mileage Reimbursement	Denise McCue	\$268.00
			\$8,312.98

Police	Description	Vendor	Inv. Amt
101-102-5000	Vision Ins	Vision Care Direct	\$139.06
101-102-6000	Electric	Evergy	\$417.15
101-102-6002	Prime Membership	Amazon	\$14.99
101-102-6002	Fire Extinguisher Service	Dragonslayers Fire Extinguisher	\$88.45
101-102-6002	Monthly Computer Support	Leading Edge Technology Partners	\$386.71
101-102-6004	Lease Agreement	Pitney Bowes	\$59.37
101-102-6005	Cell Service / Jetpacks	Verizon	\$404.42
101-102-7000	Postage	Pitney Bowes Reserve	\$200.00
101-102-7002	Tags	Petty Cash	\$60.50
101-102-7003	Fuel	Bridgman LLC	\$1,907.90
			\$3,678.55

Street	Description	Vendor	Inv. Amt
101-103-5000	Vision Ins	Vision Care Direct	\$59.40
101-103-6000	Electric	Evergy	\$443.20
101-103-6002	Monthly Computer Support	Leading Edge Technology Partners	\$306.46
101-103-6002	Uniform Service	UniFirst	\$70.83
101-103-6004	Lease Agreement	Pitney Bowes	\$59.37
101-103-7000	Postage	Pitney Bowes Reserve	\$200.00
101-103-7001	Meals	Petty Cash	\$29.77
101-103-7002	Battery / Coolant / Filters	First Bank	\$385.86
101-103-7002	Tire Repair	Cooper Tire Service	\$19.07

201-000-7002	Oil	First Card	\$44.10
201-000-7002	Cable Retrofit Kit, 5'8" Angle, 1" Meter	Core & Main	\$2,435.92
201-000-7002	Transfer Pump	Rose Motor Supply	\$13.97
201-000-7003	Fuel	Bridgman LLC	\$885.04
			\$8,579.37

Sewer	Description	Vendor	Inv. Amt
301-000-5000	Vision Ins	Vision Care Direct	\$19.04
301-000-6000	Electric	Evergy	\$10,276.24
301-000-6000	Locates	Kansas One Call	\$41.40
301-000-6002	Repair Motor Pump	Boman Electric	\$355.00
301-000-6002	Fire Extinguisher Service	Dragonslayers Fire Extinguisher	\$204.75
301-000-6002	Monthly Computer Support	Leading Edge Technology Partners	\$306.46
301-000-6002	Uniforms	UniFirst	\$70.86
301-000-6002	Technical Support	Utility HelpNet	\$800.00
301-000-6002	Lift Station Service	Zenor Electric	\$225.00
301-000-6003	Refrigerant	Decker & Mattison	\$177.50
301-000-6004	Postage Meter Lease	First Card	\$74.21
301-000-6004	Lease Agreement	Pitney Bowes	\$59.37
301-000-6005	Cell Service / Lift Stations	Verizon	\$338.09
301-000-7000	Postage	Pitney Bowes Reserve	\$100.00
301-000-7001	Meals	First Card	\$38.70
301-000-7001	Meals	Petty Cash	\$23.17
301-000-7002	Ice	Petty Cash	\$34.76
301-000-7003	Fuel	Bridgman LLC	\$538.52
			\$13,683.07

Flood Control	Description	Vendor	Inv. Amt
402-000-6004	Flood Control Maintenance	City of Hutchinson	\$27,197.00
			\$27,197.00

Street Sales	Description	Vendor	Inv. Amt
403-000-7013			\$0.00
			\$0.00

Bond Payments	Description	Vendor	Inv. Amt
601-000-8004			\$0.00
			\$0.00

Market South Hutch	Description	Vendor	Inv. Amt
701-000-6004	Transient Guest Tax	Market South Hutch	\$4,445.82
			\$4,445.82

Donations	Description	Vendor	Inv. Amt
702-000-6004			\$0.00
			\$0.00

Loves CID	Description	Vendor	Inv. Amt
705-000-6004	Sales Tax	Love's Travel Stops	\$7,373.29
			\$7,373.29

ASAP	Description	Vendor	Inv. Amt
801-000-6004			\$0.00

\$0.00

Community Center	Description	Vendor	Inv. Amt
811-000-6000	Electric	Everyy	\$304.51
811-000-6004	Fire Extinguisher Service	Dragonslayers Fire Extinguisher	\$11.90
811-000-6004	Cleaning	FreshCo Cleaning & Restoration	\$1,700.00
			\$2,016.41
Technology	Description	Vendor	Inv. Amt
812-000-7004	Software Update	First Card	\$25.20
			\$25.20
Capital Equip (reserve)	Description	Vendor	Inv. Amt
901-000-8023	Brush Shirts	Witmer Public Safety Group	\$604.00
			\$604.00
Capital Improvement	Description	Vendor	Inv. Amt
902-000-8027	Study & Report-Water System PER	JEO Consulting Group Inc	\$4,500.00
902-000-8028	Study & Report-Wastewater System PER	JEO Consulting Group Inc	\$8,500.00
			\$13,000.00
		GRAND TOTAL	\$111,555.39

Katie Marcum, who is the undersigned Recordkeeper for The City of South Hutchinson, (the "Organization"),

a Municipality (type of entity) organized under the laws of Kansas (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").

2. That at a meeting of the governing body of the Organization duly held on 05/13/2024 (date) (MM/DD/YYYY) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card line of credit for this Organization be established by the Program Coordinator named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said line be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Program Coordinator, or by any successor to the Program Coordinator identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that Katie Marcum is the Program Coordinator referred to in the above section of this Resolution, and that the Program Coordinator or any successor to the Program Coordinator designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this date (MM/DD/YYYY) 05/13/2024.

If you are executing this document through an electronic document signature system, you represent that you have read, understood and consented to UMB's Consent to Use of Electronic Signatures and Records and agree any electronic signature of this document constitutes an affirmation of the information provided herein and agreement to the terms of this document.

RECORDKEEPER

Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement

Signature _____ Name (print) Katie Marcum Title (print) City Clerk

ADDITIONAL OFFICER

Signature by Second Person, certifying to incumbency of Recordkeeper

Signature _____ Name (print) Paul Scofield Title (print) Mayor

Affix Seal, if required by Organization's governing documents.

Guidelines for Completion for Customers that are U.S. legal entities:

- Corporation: The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor: All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- Governmental Entity: The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.



CITY OF SOUTH HUTCHINSON
2 South Main
South Hutchinson, Kansas 67505
620-663-7104
Fax 620-663-7168

City of South Hutchinson
Quote Form

Please submit to City Administrator with quote documentation attached.

Date: _____ Requesting department: _____

Account number: _____ Funds in account: _____

Description of Item\service\project: _____

Final quoted price: \$_____

Authorizing personnel signature: _____

Quote #1

Table with 2 columns and 5 rows: Company, Contact, Phone Number, Email Address, Price Quote

Quote #2

Table with 2 columns and 5 rows: Company, Contact, Phone Number, Email Address, Price Quote

Quote #3

Table with 2 columns and 5 rows: Company, Contact, Phone Number, Email Address, Price Quote



Date: April 28, 2024

To: Ronnie Pederson
Public Works Director
South Hutchinson, KS

JCI is pleased to provide the following pricing on two options for your Flygt pump replacement:

Option 1.

Qty. 1- Flygt 3170 submersible pump to replace pump we have in our shop

Price- \$43,810.00

Freight- \$600.00

Total- \$44,410.00

Option 2.

Qty. 2- Flygt 3170 submersible pump to replace the one we have in our shop plus 1 spare. 10 discount with purchase of two

-Price per pump \$39,429.00

Qty. 2- \$78,858.00

Freight- \$1,000.00

Total---\$79,858.00

*Freight included

*sales tax not included if applicable

*installation not included except where noted

*estimated lead time 20 weeks



Please let us know if you have questions.

Sincerely,

Doug Allen

Doug Allen

Account Manager

Cell 316-213-2954



STANDARD TERMS OF SALE (EQUIPMENT AND SERVICES)

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment (collectively the "Equipment") and related or other services (collectively the "Services") referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be (the "Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents. Orders for Equipment or Services will not be binding on Seller until accepted in writing by Seller. An acknowledgment in oral or written form or similar communication issued by Seller pursuant to Buyer's purchase order constitutes an expression of acceptance of such purchase order, but such expression of acceptance is expressly conditioned upon Buyer's assent to these terms, which assent will be deemed to have been given by Buyer receiving the Equipment and any Services provided by Seller.

2. **Payment.** Buyer shall pay Seller the full purchase price for the Equipment and Services as set forth in Seller's Documentation in U.S. Dollars. Unless Seller's Documentation provides otherwise, freight charges, storage charges, insurance premiums and/or other costs and all taxes, duties or other governmental charges relating to the Equipment and Services, as applicable, shall be paid by Buyer. If Seller pays or is required to pay any such charges, Buyer shall immediately reimburse Seller. Unless otherwise provided in Seller's Documentation, all payments are due within 30 days after receipt of invoice from Seller. Seller reserves the right to charge to Buyer the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and for all of Seller's reasonable costs (including attorneys' fees, court costs and expenses) of collecting amounts due but unpaid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. All orders are subject to credit approval.

3. **Security Interest.** To secure Buyer's obligations to pay for the Equipment, Services and all other amounts due or to become due under the Agreement (as defined below), Buyer hereby grants Seller a security interest in the Equipment; all parts, accessories, attachments, replacements and additions related to the Equipment; and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under the Agreement or commits any other default under the Agreement, all amounts owed under the Agreement will become immediately due and payable and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Agreement, the Uniform Commercial Code or any other applicable law. Buyer hereby authorizes Seller to file such financing statements relating to the security interest granted herein as Seller deems appropriate.

4. **Delivery/Inspection.** Delivery of the Equipment and Services shall be in material compliance with the schedule in Seller's Documentation and is contingent upon Seller's prompt receipt of all necessary information and assistance from Buyer. Any delivery dates on Seller's Documentation are estimates only and not a guarantee of delivery on or before such dates. Time is not of the essence with respect to delivery dates. Seller is not responsible for delays in shipment or installation. Seller does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery, regardless of the cause. Unless Seller's Documentation provides otherwise, delivery terms for Equipment are F.O.B. Seller's facility. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for all freight costs and securing insurance against risk of loss or damage for the Equipment. Buyer shall notify Seller within 48 hours of delivery of any damage to the Equipment or of any other complaint whatsoever Buyer may have concerning delivery. Buyer shall also note any damage to the Equipment on delivery tickets and shipping receipts at the time of delivery. The failure of Buyer to make such timely complaints and notes shall be deemed an acceptance of the Equipment and a waiver of any claims concerning delivery.

5. **Ownership of Materials.** All devices, designs (including drawings, plans, prototypes and specifications), estimates, prices, notes, electronic data and other documents or information developed, prepared or disclosed by Seller or at the direction of Seller (collectively the "Seller Materials"), and all related copyrights or other intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such Seller Materials solely for Buyer's use of the Equipment or receipt of the Services. Buyer shall not disclose any such Seller Materials to third parties without Seller's prior written consent and shall not use the Seller Materials for any purpose other than as specifically permitted in the Agreement. Seller may photograph and or record video in areas where the Services are being performed and may use same for advertising/promotional purposes.

6. **Changes.** If there is a material change in the scope, duration, requirements, assumptions or dependencies described in the Seller's Documentation related to the Services, the parties shall negotiate an appropriate change order or addendum to address the details of the change and any resulting price, schedule or other contractual modifications which shall be memorialized in a mutually executed change order or addendum. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Seller shall not implement any changes in the scope of Services unless Buyer and Seller agree in writing.

7. **Limited Warranty.**

a. Subject to the limitations contained in this Section and Section 10 below, during the Equipment Warranty Period (as defined below) Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free



from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer ("Buyer Specified Equipment") or is not manufactured by Seller (the "Non-Manufactured Equipment"), and the Buyer Specified Equipment and Non-Manufactured Equipment are sold to Buyer on an "as is" basis. Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller with respect to the Non-Manufactured Equipment and Seller shall have no other liability to Buyer under warranty, tort or any other legal theory with respect to the Non-Manufactured Equipment. If Buyer gives Seller prompt written notice of a breach of this warranty within 12 months from delivery of the Equipment (the "Equipment Warranty Period"),

Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Equipment repaired and parts replaced by Seller during the Equipment Warranty Period shall be in warranty for the remainder of the original Equipment Warranty Period or ninety (90) days after repair or replacement, whichever is longer.

b. Subject to the limitations contained in this Section and Section 10 below, during the Services Warranty Period (as defined below) Seller warrants to Buyer that the Services shall materially conform to the description in Seller's Documentation. If Buyer gives Seller prompt written notice of a breach of this warranty within 90 days of Seller's completion of the provided Services at issue (the "Service Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, correct or re-perform any errors found by Seller in the provision of the Services or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any correction or re-performance made by Seller. Services corrected or re-performed during the

Service Warranty Period shall be in warranty for ninety (90) days from the date of correction.

c. Seller's warranty obligations are conditioned on Buyer (a) operating and maintaining the Equipment in accordance with Seller's instructions or any other owner's or operator's manual delivered to Buyer in connection with the delivery of the Equipment, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Seller's warranty does not cover repairs necessitated by ordinary wear and tear resulting from operation of the Equipment. Seller shall have no liability for breach of warranty if

(a) Buyer operates the Equipment after the alleged breach of warranty occurs or (b) any person other than Seller performs any repairs on the Equipment. If the Equipment must be returned to Seller's shop for repairs, Buyer shall pay any costs to ship all or any part of the Equipment to or from Seller's shop, as well as any costs of removal or reinstallation. To the extent that Seller has relied upon any specifications, information, representations regarding operating conditions or other data or information supplied by Buyer, or on Buyer's behalf, to Seller in the selection or design of the Equipment and/or provision of the Services and the preparation of the Seller's Documentation, and in the event that actual operating other conditions differ from those represented by Buyer or its agent and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES, ARE SUBJECT TO THE LIMITATIONS IN SECTION 10 BELOW, AND ALL WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES IN THIS SECTION 7 ARE DISCLAIMED BY SELLER. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive warranty provided in this Section 7 shall not be deemed to have failed its essential purpose so long as Seller is willing and able to carry out the terms of this exclusive warranty.

8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach, delays in performance or for non-performance (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delays in transportation, failure of normal sources of supply, labor trouble, labor disputes, labor unrest, unavailability of materials or components, unavoidable casualties, explosion, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, acts of government or any other cause beyond such party's reasonable control. In the event of such delay, the time of Seller's performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

9. Cancellation. Buyer may cancel or suspend its order for any or all of the Equipment or any related Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's Documentation (if applicable). If Buyer cancels or suspends its order for any reason other than Seller's material breach of the Agreement, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. If the Equipment is unique or specially manufactured, and as a result thereof, will have no or significantly diminished resale value if not purchased by Buyer, then Seller may seek specific performance of the Agreement or maintain an action for the difference in the full value of the Equipment and the diminished resale value, if any.

10. LIMITATION OF REMEDY AND LIABILITY. THE REMEDIES OF BUYER EXPRESSLY SET FORTH IN THESE TERMS ARE EXCLUSIVE AND NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR USE, AND SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY



OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, PROVISION OR USE OF THE EQUIPMENT OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC EQUIPMENT OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Retained Equipment. In the event that Buyer sends any equipment to JCI to request a quote and the quote is not accepted in writing by Buyer, then Buyer shall make arrangements to pick up their equipment as soon as possible. If any equipment is left on Supplier's premises for more than 6 months such equipment shall automatically become the property of Supplier, and Supplier shall have the right to do anything it decides with respect to such equipment, including, but not limited to, sell such equipment, repair and sell such equipment, scrap the equipment or retain the equipment.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with Seller's Documentation, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed, cancelled or waived except by a written document signed by Seller and Buyer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement or any of Buyer's rights or obligations hereunder (including transfers by operation of law such as a change in control of the ownership of Buyer or a merger) without Seller's prior written consent.

Any assignment in violation of this Agreement shall be void and of no effect. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Any cause of action or other resolution of any dispute hereunder shall be subject to the exclusive jurisdiction of any state or federal court located in Jackson County, Missouri. If Seller prevails in any action against Buyer to enforce the terms of the Agreement, Buyer will reimburse Seller for all of Seller's reasonable attorneys' fees and other costs and expenses incurred in connection with such action. The remedies expressly provided for in these conditions shall be in addition to any other remedies that Seller may have under the Uniform Commercial Code or other applicable law. These terms are for the exclusive benefit of Seller and Buyer. These terms are not intended for the benefit of any other person and no other person shall have any rights hereunder.

MEMORANDUM

TO: Jeff Schenk, City Administrator
FROM: Ronnie Pederson, Public Works Superintendent
DATE: 5/13/24
RE: Flygt 3170 sewage pump

BACKGROUND:

The City's wastewater facility has 3 submersible raw water pumps that have been in service for 20 years. One of these pumps has failed and needs to be replaced. Due to the harsh environment these pumps operate in it is very impressive to see pumps last this long without any breakdowns or repairs to date. After researching pump options and retrofitting of different pumps city staff and JEO engineering have determined the Flygt pump is the best option to continue with for this pump replacement.

PROJECT DESCRIPTION:

This would replace the existing pump that has failed and has been removed. This will also replace the pump that is starting to get loud and keep that one as a backup.

PROPOSED PURCHASE:

Equipment Reserve Account	Cost of 1 pump	Cost of 2 pumps 10% discount
\$1,172,128.92	\$44,410.00	\$79,858.00

RECOMMENDATION:

City staff recommends the council approve the purchase of two new Flygt submersible raw water pumps in an amount not to exceed \$85,000.00

Published in the Ninnescah Valley Newspaper on March 29, 2024

RESOLUTION NO. 24-02

A RESOLUTION FIXING TIME AND PLACE, AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS, AT WHICH THE OWNER; HIS OR HER AGENT; LIEN HOLDERS OF RECORD; OCCUPANTS; AND ANY OTHER PARTY IN INTEREST OF STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURES SHOULD NOT BE CONDEMNED AS UNSAFE OR DANGEROUS STRUCTURES AND ORDERED REPAIRED OR DEMOLISHED.

WHEREAS, the Public Officer of the City of South Hutchinson, Kansas, did on the 25th day of March, 2024, file with the Governing Body of Said City, a statement in writing that the structures, herein described, are unsafe and dangerous.

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

That a hearing will be held on May 13, 2024, before the Governing Body of the City of South Hutchinson at 6:00 o'clock p.m. in the City Council Chambers, City Hall, 2 S. Main, South Hutchinson, Kansas, at which time the owner, his or her agent, any lien holders of record, any occupant and any other parties in interest, as that term is defined by law, of the structures located at:

Lots 1, 2, 3 and the South 6 inches of Lot 4, Block 1, Puterbaugh's Addition to the City of South Hutchinson, Reno County, Kansas, TOGETHER WITH the North 10 feet of 6th Avenue as vacated by Ordinance No. 321, filed June 18, 1975 and recorded in Book 161, Page 245,

may appear and show cause why such structures should not be condemned as unsafe or dangerous structures and ordered repaired or demolished.

BE IT FURTHERED RESOLVED, that the City Clerk shall cause this resolution to be published once each week for two consecutive weeks on the same day of the week and shall give notice of the aforesaid hearing in the manner provided by law.

PASSED, APPROVED AND ADOPTED by the governing body of the City of South Hutchinson, Kansas, this 25th day of March, 2024.

Paul Scofield, Mayor

ATTEST:

Katie Marcum, City Clerk