

- 
- 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. **HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**
    - 1. Randy Hoffmeier (Lindburg Vogel Pierce Faris Chartered) presents the 2023 audit
  
  - F. **CONSENT AGENDA**
    - 1. Approval of Minutes – Regular Council Meeting, September 23, 2024
    - 2. Approval of Invoices
    - 3. Approval of Cereal Malt Beverage License (Dollar General, 501 N Main St)Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
  
  - G. **ACTION ITEMS**
    - 1. Approve Urban Area Boundary Resolution to establish urban area boundary lines.  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
  
    - 2. Approve agreement with JEO for South Main pedestrian signal improvements  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
  
  - H. **DISCUSSION ITEMS**
    - 1. Hutchinson Community Foundation Love where you live community workshop
    - 2. City of South Hutchinson Comprehensive Plan
    - 3. Zoning Code update
  
  - I. **CITY ADMINISTRATOR’S REPORT**
  - J. **GOVERNING BODY COMMENTS**
  - K. **ADJOURNMENT**

**SUBMITTED BY:** Jeff Schenk, City Administrator

**MEETING DATE:** October 14, 2024

**AGENDA ITEM:** Consent Agenda

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**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:
  - September 23, 2024, Regular Council Meeting
- Approval of Invoices
- Approval of cereal malt beverage license (Dollar General, 501 N Main St)

**RECOMMENDATION:**

Motion to approve the consent agenda as presented.

**ATTACHMENTS:**

**Exhibit A** - Minutes from September 23, 2024, Regular Council Meeting

**Exhibit B** - AP Invoices

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

\_X\_Scofield \_Cokeley \_X\_Nisly \_X\_Brislin \_X\_Wylie \_Griffin

B. **PLEDGE OF ALLEGIANCE**

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

D. **CITIZEN COMMENTS**

Sarah Blake with the Hutchinson Community Foundation – Love Where You Live Initiative – 3-year program. In Year 1, Step 1: Survey – 19 responses from residents in South Hutchinson, 1,031 responses from Reno County residents. The goal is to identify what people are paying attention to in their community, and who do they look to as their leaders. This will boost pride in the community and spark positive changes. Step 2: Community Gatherings & Workshops – There is a scheduled meeting at the South Hutchinson Community Center on October 15, 2024, at 6:00 PM to 7:30 PM for residents and business owners to exchange information for community improvements. Step 3: Grant Funding – Looking for projects to connect residents to their community.

E. **CONSENT AGENDA**

1. Approval of Minutes – Regular Council Meeting, September 9, 2024
2. Approval of Invoices
3. Approval of appointment to the South Hutchinson Housing Authority of the following
  - a. Jeff Schenk, 9 Savannah Dr, South Hutchinson, KS to a full two-year term beginning 9/23/2024 and ending on 1/15/2027

Motion Nisly

Second Brislin

Vote 3-0

F. **ACTION ITEMS**

1. Adopt Ordinance 24-06: Adopting the 2024 Standard Traffic Ordinance

Motion Brislin

Second Wylie

Vote 3-0

2. Adopt Ordinance 24-07: Adopting the 2024 Uniform Public Offense Code

Motion Nisly

Second Brislin

Vote 3-0

G. **DISCUSSION ITEMS**

1. Update on housing programs

City Administrator, Jeff Schenk, reported that he has been working with Hutchinson regarding housing programs. Schenk has attended a Housing Conference, as well as visiting surrounding cities to develop tools and ideas to implement growth in South Hutchinson. Reno County has money allotted, at the beginning of every year, that is set aside for urban development and housing projects. One goal is to get Alice (Asset Limited, Income Constrained, Employed) families into their own homes. RHID's (Reinvestment Housing Incentive District) and NRP's (Neighborhood Revitalization

Program) work together to provide affordable housing. There is a huge need for housing in Reno County per Schenk. Over the past ten years, Hutchinson has averaged a total of -11 houses (houses that have been torn down) per year. In order to bring new business into Reno County, there must be affordable housing for residents; it is a mutual cycle. In the long run, the City of South Hutchinson would get a return on its investments which would also help to keep the costs lower for builders. The USDA will soon present a grant opportunity which Schenk will look into. Schenk will develop an outline of a plan, after careful evaluation, and proceed from there. He would like to see resolution before allocation of ARPA Funds.

#### H. **CITY ADMINISTRATOR'S REPORT**

Mentioned in Discussion Items

#### I. **GOVERNING BODY COMMENTS**

Councilmember Brislin presented the question, when would the PD officers begin to see their raises? Schenk responded that he budgeted money to try to capture those raises. Because of turnover, some expenditures and things being missed from previous years, this issue is still being evaluated. Brislin asked if there is still a plan for two prospective Sergeants. Schenk stated that he is holding on that for now and advertising for the existing position that Sergeant Gaines vacated. He may freeze the position upon further budget review. Right now, he is looking at recruiting retention and potential structures. Mayor Scofield mentioned that he will be absent from the next City Council meeting on October 14, 2024, and will be in Topeka on that day.

#### J. **ADJOURNMENT**

Nisly motioned for adjournment at 6:39 PM.

Motion Nisly

Second Brislin

Vote 3-0

**INVOICE APPROVAL LIST**

**10/14/2024**

<b>Gen Gov</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-100-5000	Insurance Premiums	Vision Care Direct	\$1.84
101-101-5001	Insurance Premiums	Blue Cross Blue Shield	\$97.48
101-101-6000	Electric	Evergy	\$418.75
101-101-6000	Phone Service	IdeaTek	\$242.60
101-101-6002	Cleaning	FreshCo	\$150.00
101-101-6002	IT Services, Adobe Acrobat	Leading Edge Technology Partners	\$619.33
101-101-6002	Audit Processing, Consulting	Lindburg Vogel Pierce Faris	\$1,183.33
101-101-6002	City Attorney Services	Cody Smith	\$2,000.00
101-101-6002	Permit Fee #69	United States Postal Service	\$350.00
101-101-6004	Mats	UniFirst	\$27.27
101-101-6011	Chamber Membership	Hutch/RN County Chamber of Comm	\$175.00
101-101-7000	Can Liners, Paper	Office Plus	\$94.98
101-101-7000	Ink Supplies - Postage Machine	Pitney Bowes	\$182.58
101-101-7000	Paper, Towels, Cleaning Supplies	UMB Card Services	\$234.71
101-101-7001	Food, Conference Fees	UMB Card Services	\$527.00
101-101-7005	Reimbursement	Jeff Schenk	\$225.00
101-101-7005	Reimbursement	Katie Marcum	\$75.00
			<b>\$6,604.87</b>

<b>Police</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-102-5000	Insurance Premiums	Vision Care Direct	\$120.32
101-102-5001	Insurance Premiums	Blue Cross Blue Shield	\$3,499.71
101-102-6000	Electric	Evergy	\$634.08
101-102-6000	Phone Service	IdeaTek	\$308.20
101-102-6000	Cell Service	Verizon	\$164.51
101-102-6002	Window Tint	Innovative Tint & Graphics	\$250.00
101-102-6002	IT Services	Leading Edge Technology Partners	\$386.71
101-102-6002	Gabrielson Notary Bond	Nationwide	\$50.00
101-102-6002	Cleaning	Mary Schenk	\$150.00
101-102-6002	Job Posting, Amazon Prime, Postage	UMB Card Services	\$534.58
101-102-6002	Remove Equipment from Patrol Car	What The Flash	\$205.00
101-102-6004	NetMotion Software	SHI International Corp	\$846.25
101-102-6004	Snacks, Water, Forks	UMB Card Services	\$100.33
101-102-6005	Jetpack Service	Verizon	\$240.06
101-102-6007	Vehicle Maintenance	Daniel Soto	\$545.00
101-102-7000	Notary Journal	UMB Card Services	\$6.99
101-102-7001	Meals	UMB Card Services	\$66.70
101-102-7002	Water	Culligan	\$26.00
101-102-7003	Fuel	Bridgman Oil	\$1,319.36
101-102-7004	Molle Vest, Mace Holder, Pepper Spray, Belt Loop	Godfrey's	\$791.16
101-102-7006	Lockout Kits	UMB Card Services	\$343.08
			<b>\$10,588.04</b>

<b>Street</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-103-5000	Insurance Premium	Vision Care Direct	\$59.40
101-103-5001	Insurance Premium	Blue Cross Blue Shield	\$1,425.95
101-103-6000	Electric	Evergy	\$494.12
101-103-6002	Gas Line Repair	The Claims Center	\$844.92
101-103-6002	Water	Culligan	\$16.67
101-103-6002	Drug Screen	Hutchinson Clinic	\$50.00
101-103-6002	Locates	Kansas One Call	\$17.20
101-103-6002	IT Services	Leading Edge Technology Partners	\$306.46
101-103-6002	Lightbar Installation	Superior Emergency Response Vehicles	\$788.25
101-103-6002	Uniforms	UniFirst	\$79.41
101-103-7002	Grapple Bucket	Agri Center	\$185.85

101-103-7002	Silicon, JB Weld	CarQuest	\$20.06
101-103-7002	Edger Blade, Bearing, Chain Sharpen, Sheave	Fairview Service	\$237.60
101-103-7002	Spark Plug	Rose Motor Supply	\$6.78
101-103-7002	Tire Repair	Tom & Dan's Tire Service	\$5.00
101-103-7002	Shutdown Switch	United Rentals	\$273.17
101-103-7003	Fuel	Bridgman Oil	\$317.81
			<b>\$5,128.65</b>

<b>Fire</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-104-6000	Electric	Evergy	\$546.39
101-104-6000	Phone Service	IdeaTek	\$25.99
101-104-6000	Cell Service	Verizon	\$144.36
101-104-6002	Drug Screen	Hutchinson Clinic	\$50.00
101-104-6002	IT Services	Leading Edge Technology Partners	\$306.46
101-104-6004	Ladder Testing	Danko Emergency Equipment	\$1,703.67
101-104-7000	Desk Chairs	UMB Card Services	\$499.94
101-104-7002	Water	Culligan	\$16.80
101-104-7002	Battery	Rose Motor Supply	\$174.95
101-104-7002	Propane, Gas Can Spouts	Westlake Ace Hardware	\$63.94
101-104-7003	Fuel	Bridgman Oil	\$62.98
101-104-7004	Glove Straps	UMB Card Services	\$615.24
			<b>\$4,210.72</b>

<b>Park</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-105-6000	Electric	Evergy	\$119.28
			<b>\$119.28</b>

<b>Court</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-106-5000	Insurance Premium	Vision Care Direct	\$12.94
101-106-5001	Insurance Premium	Blue Cross Blue Shield	\$301.36
101-106-6004	Animal Services	Prairie Vista Veterinary Hospital	\$168.16
101-106-6004	Inmate Billing	Wellpath LLC	\$36.00
101-106-6015	Court Fees	Kansas State Treasurer	\$982.00
101-106-6016	Judge Service	Ethan Kaplan	\$1,100.00
101-106-6016	City Prosecutor Services	Cody Smith	\$1,100.00
101-106-6018	Court Appointed Attorney Service	StrongPoint Law	\$900.00
101-106-7000	Notary Journal	UMB Card Services	\$6.99
101-106-7001	Reimbursement - Conference Travel	Emily Rowe	\$166.16
101-106-7001	Hotel	UMB Card Services	\$340.26
			<b>\$5,113.87</b>

<b>Non-Departmental</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-109-6000	Electric	Evergy	\$6,053.21
101-109-6026	Trash Service	Nisly Brothers Trash Service	\$9,894.08
101-109-7004	Arc Time Software	Cougar Mountain Software	\$8,104.00
101-109-7004	Employee Lunch, Audit Filing	UMB Card Services	\$538.80
101-109-8002	Social Media Management	Plot Marketing	\$1,000.00
			<b>\$25,590.09</b>
		<b>GENERAL TOTAL</b>	<b>\$57,355.52</b>

<b>Water</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
201-000-5000	Insurance Premium	Vision Care Direct	\$6.36
201-000-5001	Insurance Premium	Blue Cross Blue Shield	\$1,226.54
201-000-6000	Electric	Evergy	\$4,801.69
201-000-6002	Water	Culligan	\$16.66
201-000-6002	Locates	Kansas One Call	\$17.20
201-000-6002	Water Sample	KS Dept of Health & Environment	\$555.00
201-000-6002	IT Services	Leading Edge Technology Partners	\$306.46

201-000-6002	Audit Processing, Consulting	Lindburg Vogel Pierce Faris	\$1,183.33
201-000-6002	Rewire Water Well	Salt City Electric	\$261.00
201-000-6002	Postage	UMB Card Services	\$9.60
201-000-6002	Uniforms	UniFirst	\$79.44
201-000-6004	Bore Water Service	Ty Contracting	\$1,500.00
201-000-6005	Cell Service	Verizon	\$105.84
201-000-7002	Safety Glasses, Gloves	Colladay Hardware	\$38.63
201-000-7002	Setters PVC, 2 1/2" Adapters, Backflow Preventer	Core & Main	\$1,756.11
201-000-7002	Utility Flush	Lowes	\$147.24
201-000-7002	Marking Paint	Michael Todd & Company	\$24.00
201-000-7002	Concrete	Mid America Redi-Mix	\$193.95
201-000-7002	Emery Cloth	Rose Motor Supply	\$84.95
201-000-7002	Flashlight, Spotlight	UMB Card Services	\$95.89
201-000-7002	Head Plug	Westlake Ace Hardware	\$15.17
201-000-7003	Fuel	Bridgman Oil	\$167.86
201-000-8013	Water Protection Fees	KS Dept of Revenue	\$2,481.96
			<b>\$15,074.88</b>

<b>Sewer</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
301-000-5000	Insurance Premium	Vision Care Direct	\$19.04
301-000-5001	Insurance Premium	Blue Cross Blue Shield	\$1,297.35
301-000-6000	Electric	Evergry	\$10,258.36
301-000-6000	Phone Service	IdeaTek	\$32.62
301-000-6002	Water	Culligan	\$16.67
301-000-6002	Locates	Kansas One Call	\$17.20
301-000-6002	IT Services	Leading Edge Technology Partners	\$306.46
301-000-6002	Audit Processing, Consulting	Lindburg Vogel Pierce Faris	\$1,183.34
301-000-6002	Lab Testing - Wet Test	Pace Analytical	\$2,681.80
301-000-6002	Lab Analysis	SDK Laboratories	\$686.00
301-000-6002	Uniforms	UniFirst	\$79.44
301-000-6003	Cedar Fence - Ball park	Fence by Rylko	\$4,835.00
301-000-6005	Lift Stations, Cell Service	Verizon	\$364.39
301-000-7002	Fuel	Bridgman Oil	\$294.57
301-000-7002	Starter, Oil, Filter	CarQuest	\$270.08
301-000-7002	Safety Glasses, Gloves	Colladay Hardware	\$38.63
301-000-7002	Utility Flush	Lowes	\$147.24
301-000-7002	Wire Ties	Rose Motor Supply	\$25.91
301-000-7002	Lift Station Fuse	Sunflower Electric Supply	\$98.30
301-000-7002	Tom & Dan's Tire Service	Tire Repair	\$15.00
301-000-7002	Flashlight, Spotlight	UMB Card Services	\$95.89
301-000-7002	D.O. Probe	USA Bluebook	\$233.11
301-000-7002	3/4 Nipple, Flex Tape, Clamp Hose, Clamp	Westlake Ace Hardware	\$46.71
			<b>\$23,043.11</b>

<b>Bond &amp; Interest</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
601-000-8003	Principal - 2016 GO Bond	Kansas State Treasurer	\$150,000.00
601-000-8004	Interest - 2016 GO Bond	Kansas State Treasurer	\$32,050.00
			<b>\$182,050.00</b>

<b>ASAP</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
801-000-6004	Bond Applied - Spence	South Hutchinson Municipal Court	\$250.00
			<b>\$250.00</b>

<b>Community Center</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
811-000-6000	Electric	Evergry	\$455.42
811-000-6004	Cleaning	FreshCo	\$600.00
			<b>\$1,055.42</b>

<b>Capital Equip (reserve)</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
901-000-8022	CanAm Defender Side by Side	AgriCenter	\$13,436.09
			<b>\$13,436.09</b>
<b>Building Equip (reserve)</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
902-000-8027	SH Water System PER	JEO Consulting Group	\$4,500.00
902-000-8028	SH Wastewater System PER	JEO Consulting Group	\$8,500.00
902-000-8029	W Des Moines Street Repair	Powered by ME	\$52,400.00
			<b>\$65,400.00</b>
		<b>GRAND TOTAL</b>	<b>\$357,665.02</b>

Resolution 24-09

**Urban Area Boundary Approval  
Resolution to Establish Urban Area Boundary Lines**

City: South Hutchinson, Kansas

WHEREAS: The above stated city is required to determine and submit for approval the location of the urban area boundary lines for said city.

BE IT THEREFORE RESOLVED THAT: In compliance with this requirement and in cooperation with the local county officials, this signed document accompanied by a signed copy of the map of said city indicating the proposed location of the urban area boundary lines is hereby submitted for review and approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, in South Hutchinson, Kansas.

**County Concurrence:**

**Appropriate City Officials:**

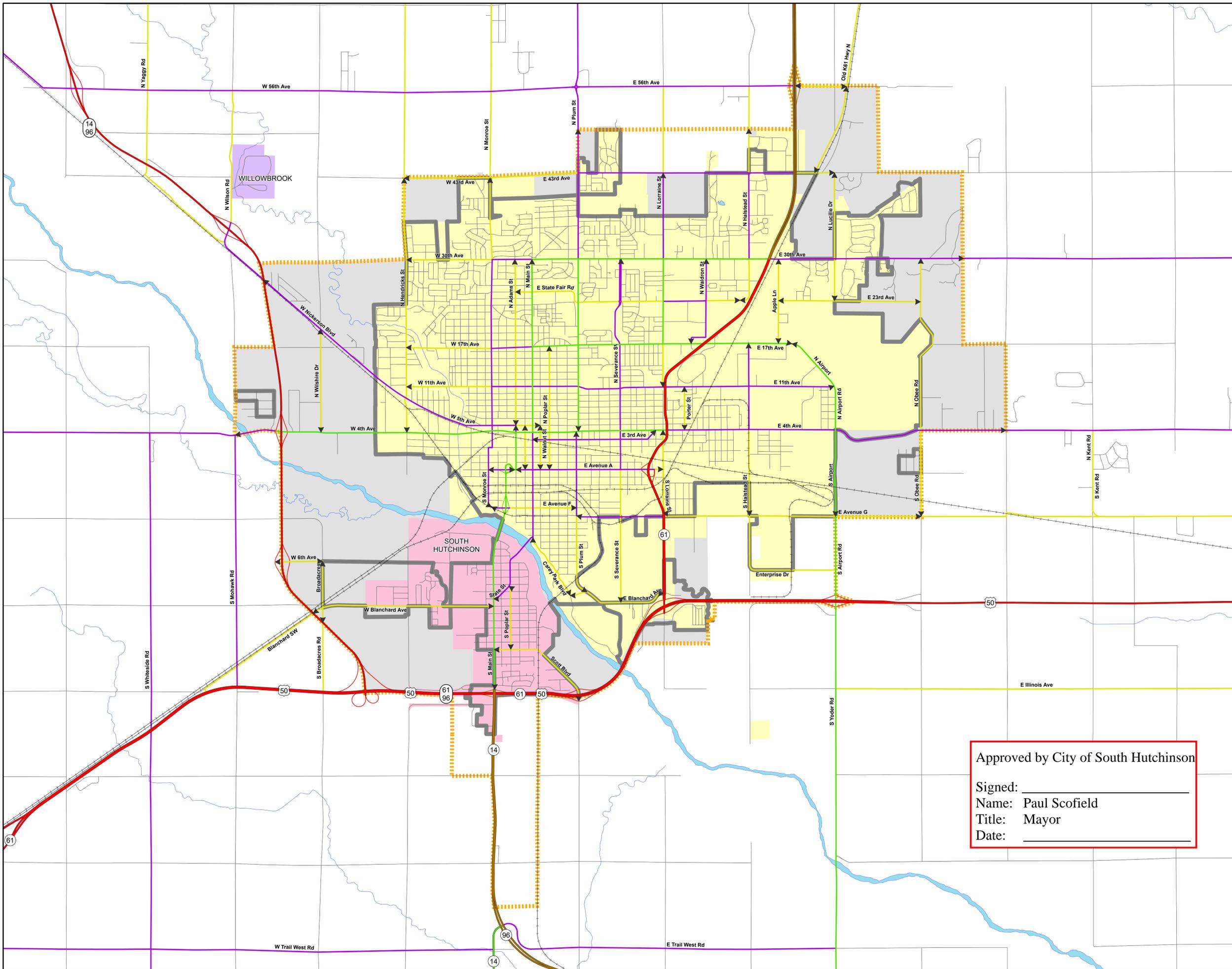
\_\_\_\_\_  
Randy Parks, Chairman

\_\_\_\_\_  
Paul Scofield, Mayor

Attest:

Seal

\_\_\_\_\_  
Katie Marcum, City Clerk



- HIGHWAY MARKERS**
- Interstate Numbered Highway
  - Kansas Turnpike Authority
  - U.S. Numbered Highway
  - State Numbered Highway

- FUNCTIONAL CLASSIFICATION  
5 - 10 YEAR FUTURE**
- Present State Functional Classification
- Interstate
  - Principal Arterial Other Freeways and Expressways
  - Principal Arterial Other
  - Minor Arterial
  - Major Collector
  - Minor Collector
  - Local
- Functional Classification Resolutions
- Interstate
  - Principal Arterial Other Freeways and Expressways
  - Principal Arterial Other
  - Minor Arterial
  - Major Collector
  - Minor Collector

- BOUNDARIES**
- 2020 Census Urbanized Area
  - Proposed Urban Boundary
  - Urban Boundary
  - City Limit

**FUNCTIONAL CLASSIFICATION APPROVAL**

CITY APPROVAL: \_\_\_\_\_  
 F.H.W.A. APPROVAL: \_\_\_\_\_

**F.H.W.A. URBAN AREA BOUNDARY APPROVAL**

CITY APPROVAL: \_\_\_\_\_  
 F.H.W.A. APPROVAL: \_\_\_\_\_

CITY OF  
**Hutchinson**  
 PREPARED BY THE  
**KANSAS DEPARTMENT OF TRANSPORTATION**  
**BUREAU OF TRANSPORTATION PLANNING**  
 IN COOPERATION WITH THE  
**U.S. DEPARTMENT OF TRANSPORTATION**  
**FEDERAL HIGHWAY ADMINISTRATION**

0 1,320 2,640 3,960 5,280 6,600 7,920 9,240  
 Feet  
 8/23/2024

Approved by City of South Hutchinson  
 Signed: \_\_\_\_\_  
 Name: Paul Scofield  
 Title: Mayor  
 Date: \_\_\_\_\_



KDOT makes no warranties, guarantees, or representations for accuracy of this information and assumes no liability for errors or omissions.



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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ between the City of South Hutchinson (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Pedestrian Signal Modification – S. Main Street (“Project”).

JEO Project Number: 242175.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$16,000
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

Owner: City of South Hutchinson

Engineer: JEO Consulting Group, Inc.

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

\_\_\_\_\_  
By: Patrick S Byrd

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

Title: Senior Traffic Project Manager

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

Date Signed: 10/4/2024

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

JEO Consulting Group, Inc.

\_\_\_\_\_

11213 Davenport Street, Suite 200

\_\_\_\_\_

Omaha, NE 68154

**Pedestrian Signal Modification  
S. Main Street Just North of Detroit Drive  
South Hutchinson, KS  
SCOPE OF SERVICES  
Exhibit A**



**PROJECT DESCRIPTION:**

City of South Hutchinson: The Project will consist of the following:

- Prepare modification plans to upgrade the existing pedestrian signal on Main Street (just north of Detroit Drive) to a Pedestrian Hybrid Beacon (PHB).
- Prepare contract documents and provide bid support.
- Provide support during construction.

**1 PROJECT MANAGEMENT**

- 1.1 The Engineer shall prepare and submit monthly invoice statements and progress reports.
- 1.2 The Engineer shall perform Project coordination with the Owner, reviewing agency stakeholders and utility companies.
- 1.3 The Engineer shall provide management and oversight of the project team and quality control of tasks and deliverables.
- 1.4 If needed, meetings will include:
  - 1.4.1 Kickoff Meeting
  - 1.4.2 Coordination Meetings (up to 2)

**2 DESIGN**

- 2.1 JEO will conduct a site visit to document existing conditions, including current signal hardware and power source.
- 2.2 Survey is not anticipated to be required for this Project. Aerial maps will be used as a base for signal modification plans.
- 2.3 Pre-Final design will include the following:
  - 2.3.1 Title sheet
  - 2.3.2 General notes
  - 2.3.3 Summary of quantities
  - 2.3.4 Pedestrian beacon plans should include signal head replacement, new wiring, PHB phasing, and signage.
  - 2.3.5 Standard drawings (signal & temporary traffic control)
  - 2.3.6 Cost estimate
- 2.4 Final Plans Submittal
  - 2.4.1 Address pre-final comments.
  - 2.4.2 Develop and submit final plans.
  - 2.4.3 Cost Estimate

**3 BID SUPPORT**

JEO will prepare frontend bid documents, finalize plans, prepare the advertisement, and let the Project. JEO will attend and facilitate the bid opening. JEO will answer contractor questions during bidding as applicable. JEO will facilitate the advertisement to bid.

**4 CONSTRUCTION SUPPORT**

JEO will attend one (1) preconstruction meeting, review shop drawings, and respond to contractor questions during construction. This task assumes up to two formal responses to contractors’ information needs, which may include a field visit. JEO will participate in a final walk-through and observe the operation of the PHB when new beacon heads are activated. JEO is performing designer construction services but does not provide construction inspection.

**5 DELIVERABLES**

- 5.1 Pre-Final and Final Construction Drawings (11” x 17”) – Electronic Copy
- 5.2 Special Provisions – Electronic Copy and Hard Copies
- 5.3 Engineer’s Final Opinion of Probable Construction Cost
- 5.4 Bid Advertisement

**6 FEE**

JEO proposes to provide the services defined above for a lump sum fee of \$16,000

**7 CONTRACT TIME**

The following is the estimated time frame for this Project. The tasks will be completed by the shown date.

Anticipated Notice to Proceed	October 16, 2024
1. Project Management	Ongoing to End of Project
2. Pre-Final Plans	November 16, 2024
3. Final Plans	TBD
4. Advertisement	TBD
5. Construction Support	TBD
6.	

Note: The project schedule depends on weather conditions for survey and utility exploration, timely reviews by regulatory agencies and stakeholders, and project direction from the Owner.

**8 ADDITIONAL TERMS**

The General Conditions are specified in Exhibit B.

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services.

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

JEO shall not be required to employ any consultant unacceptable to JEO.

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

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

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

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

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

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:**

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

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

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

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

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

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

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