

**I. Call to Order – Mayor Pete Murray**

**II. Roll Call:**

\_\_\_ Leeper    \_\_\_ Pitman    \_\_\_ Meadows    \_\_\_ Honeycutt    \_\_\_ Blumanhourst

**III. Pledge of Allegiance**

**IV. Approval of March 21, 2016 Regular Meeting Minutes**

*Action:* Motion to approve the March 21, 2016 minutes.

*Motion:* \_\_\_\_\_    *Second:* \_\_\_\_\_    *Vote:* \_\_\_\_\_

**V. Discussion and Approval of Appropriations**

*Action:* Motion to approve the appropriations.

*Motion:* \_\_\_\_\_    *Second:* \_\_\_\_\_    *Vote:* \_\_\_\_\_

**VI. Determination of Agenda Additions**

**VII. Public Comments** (*Please limit comments to 5 minutes*)

**VIII. Requested Appearance**

**Marla Canfield**, REAP to present on the revised interlocal agreement

**IX. Ordinances, Resolutions and Action Items**

- a. Consideration of an interlocal agreement the Regional Area Economic Partnership organization.

*ACTION:* Motion to (approve/deny/table) the interlocal agreement with the Regional Area Economic Partnership organization and authorize the Mayor to sign.

*Motion:* \_\_\_\_\_    *Second:* \_\_\_\_\_    *Vote:* \_\_\_\_\_

- b. Consideration of a non-exclusive agreement for professional services with Garber Surveying Service, P.A. for matters pertaining to flood plain management.

*ACTION:* Motion to (approve/deny/table) the proposed agreement for professional services with Garber Surveying Service for flood plain management services and authorize the Mayor to sign.

*Motion:* \_\_\_\_\_    *Second:* \_\_\_\_\_    *Vote:* \_\_\_\_\_

**X. Reports**

- a. Mayor & Council Members
- b. City Attorney
- c. City Administrator

**XI. Adjournment**

*Motion:* \_\_\_\_\_    *Second:* \_\_\_\_\_    *Vote:* \_\_\_\_\_

**I. Call to Order – Mayor Pete Murray**

**II. Roll Call:**

X Leeper      \_\_\_ Pitman      X Meadows      X Honeycutt      X Blumanhourst

**III. Pledge of Allegiance**

**IV. Approval of March 7, 2016 Regular Meeting Minutes**

*Action:* Motion to approve the March 7, 2016 minutes.

*Motion:* Meadows      *Second:* Leeper      *Vote:* 4-0

**V. Discussion and Approval of Appropriations**

*Action:* Motion to approve the appropriations.

*Motion:* Blumanhourst      *Second:* Honeycutt      *Vote:* 4-0

**VI. Determination of Agenda Additions**

**VII. Public Comments** (*Please limit comments to 5 minutes*)

**VIII. Requested Appearance**

**Ben Mabry**, PEC presenting the water model analysis and discussing 2016 road projects

**IX. Proclamations**

Proclamation declaring April 2016 as Fair Housing Month

**X. Ordinances, Resolutions and Action Items**

- a. Consideration of **AN ORDINANCE AMENDING SECTION 7-302 OF THE CODE OF THE CITY OF SOUTH HUTCHINSON, KANSAS PERTAINING TO EXCEPTIONS TO THE STORAGE, USE AND HANDLING OF FIREWORKS IN THE CITY OF SOUTH HUTCHINSON, KANSAS AND AUTHORIZING THE FIRE CHIEF TO BAN THE DISCHARGE OF FIREWORKS WITHIN THE CITY.**

*ACTION:* Motion to deny Ordinance 16-864 and authorize the Mayor to sign.

*Motion:* Honeycutt      *Second:* Leeper

*Vote:* X Leeper      \_\_\_ Pitman      X Meadows      X Honeycutt      X Blumanhourst

- b. Consideration of a proposal from Cillessen & Sons, Inc. for stripping of four city streets at cost not to exceed \$12,616.80.

*ACTION:* Motion to approve a proposal from Cillessen & Sons, Inc. for stripping of four city streets at cost not to exceed \$12,616.80

*Motion:* Blumanhourst      *Second:* Meadows      *Vote:* 4-0

- c. Consideration of a variance to the City of South Hutchinson Sign Code to allow the Love's Travel Center the proposed package of signs included 106 foot Hi-Rise sign facing US-50. (Representative of Love's Travel Center to present)

***ACTION:*** Motion to approve the proposed variance to City of South Hutchinson Sign Code to allow Love's Travel Center proposed package of signage.

***Motion:*** Honeycutt                      ***Second:*** Meadows                      ***Vote:*** 4-0

- d. Consideration to set the citywide garage sale for Saturday, June 18 and the citywide clean-up for June 19-26.

***ACTION:*** Motion to approve setting the citywide garage sale for Saturday, June 18 and the citywide clean-up for June 19-26.

***Motion:*** Honeycutt                      ***Second:*** Blumanhourst                      ***Vote:*** 4-0

- e. Consideration to appointment Council member Erwin Leeper to the Convention and Visitors Bureau Ex-Officio Member for South Hutchinson.

***ACTION:*** Motion to approve appointment Erwin Leeper to the Convention and Visitors Bureau Ex-Officio Member for South Hutchinson.

***Motion:*** Meadows                      ***Second:*** Honeycutt                      ***Vote:*** 4-0

## XI. Reports

- a. Mayor & Council Members
- b. City Attorney
- c. City Administrator

## XII. Adjournment

***Action:*** Motion to Adjourn

***Motion:*** Leeper                      ***Second:*** Blumanhourst                      ***Vote:*** 4-0

**Invoice Approval List**  
**April 4, 2016**

<b>Gen Gov</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-101-6000	Electric service	Westar	\$256.54
101-101-6000	Trash removal	Stutzman	\$48.87
101-101-6000	Water bill	City of South Hutch	\$19.00
101-101-6002	Attorney service	Don Gottschalk	\$1,000.00
101-101-6002	Computer support	Gavin Lusk	\$70.00
101-101-6003	Pest control	Orkin	\$23.00
101-101-6004	Microsoft, subscription	First Bank Card	\$216.95
101-101-6004	Rental of machine	Pitney Bowes	\$67.20
101-101-6011	Membership-Yprofessional	First Bank Card	\$50.00
101-101-7001	Conference/Seminar	First Bank Card	\$625.00
101-101-7002	Flags	First Bank Card	\$167.98
101-101-7004	Memorial-Wiens	American Diabetes Association	\$30.00
101-101-8000	Computer-Matt & Denise	Gavin	\$3,505.19
			<b>\$6,079.73</b>

<b>Police</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-102-6000	Water bill	City of South Hutch	\$42.01
101-102-6000	Electric service	Westar	\$550.24
101-102-6000	Trash removal	Stutzman	\$48.87
101-102-6002	Computer support	Gavin Lusk	\$700.00
101-102-6002	Drug tests	Hutchinson Clinic	\$150.00
101-102-6002	Install lock-video	Dynamic Electronics	\$390.00
101-102-6003	Pest control	Orkin	\$77.15
101-102-6004	Rental of machine	Pitney Bowes	\$67.20
101-102-6012	Training-Scott	First Bank Card	\$160.00
101-102-7001	3rd Thursday snacks	First Bank Card	\$19.03
101-102-7002	Flags	First Bank Card	\$167.99
101-102-7004	Fine reimbursement	Victoria Adamson	\$105.00
101-102-7005	Case, shield for surface pro	First Bank Card	\$134.74
101-102-7005	Glass case	Advertising Specialties	\$101.50
101-102-7005	Batteries	Dynamic Electronics	\$43.92
101-102-7005	Notebooks	Michael Lucia	\$90.00
101-102-7006	Check engine	Midwest Superstore	\$444.80
101-102-7009	Embroidery	D's Duds	\$28.00
101-102-7009	Shirts, belts	Chief Supply	\$518.48
101-102-7009	Uniform cleaning	Saylor	\$82.50
			<b>\$3,921.43</b>

<b>Street</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-103-6000	Electric service	Westar	\$588.05
101-103-6000	Water bill	City of South Hutch	\$132.39
101-103-6002	Computer support	Gavin Lusk	\$70.00
101-103-6004	Rental of machine	Pitney Bowes	\$67.20
			<b>\$857.64</b>

<b>Fire</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-104-6000	Electric service	Westar	\$391.83
101-104-6000	Trash removal	Stutzman	\$48.88
101-104-6000	Water bill	City of South Hutch	\$48.01
101-104-6004	Microsoft	First Bank Card	\$20.00
101-104-6014	Subscription	First Bank Card	\$44.95
101-104-7002	Battery	Midwest Electric	\$14.89
101-104-7002	Sea foam	Red Rock	\$11.99
101-104-7002	Hose, soldering gun	Rose Motor	\$75.21

**Invoice Approval List  
April 4, 2016**

101-104-7003	Fuel	First Bank Card	\$41.20
101-104-8000	Tires	First Bank Card	\$431.92
101-104-8000	Tools	Lowes	\$251.40
101-104-8000	Computer	Gavin Lusk	\$1,098.46
101-104-8000	Line guage	Danko	\$466.83
			<b>\$2,945.57</b>

<b>Park</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-105-5006	Contract	Robert Snyder	\$1,250.00
101-105-6000	Electric service	Westar	\$121.84
101-105-7002	Mulch	Lowes	\$207.90
101-105-7002	Flags	First Bank Card	\$167.98
			<b>\$1,747.72</b>

<b>Court</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-106-6004	Animal care	Prairie Vista	\$28.70
101-106-6016	Judge service	Larry Bolton	\$1,100.00
101-106-6016	Attorney service	Rick Roberts	\$1,100.00
101-106-7004	Impound log	Kansas Correctional Ind	\$26.87
			<b>\$2,255.57</b>

<b>Code Enf</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-107-6002	Computer support	Gavin Lusk	\$70.00
101-107-6002	Public Hearing	Hutchinson News	\$36.24
			<b>\$106.24</b>

<b>Non Dept</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-109-6000	Electric service	Westar	\$623.94
			<b>\$623.94</b>

**GENERAL TOTAL                   \$18,537.84**

<b>Water</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
201-000-6000	Water Bill	City of South Hutch	\$132.38
201-000-6000	Electric service	Westar	\$2,837.78
201-000-6002	Attorney service	Don Gottschalk	\$500.00
201-000-6002	Computer Support	Gavin Lusk	\$70.00
201-000-6004	Rental of machine	Pitney Bowes	\$67.20
201-000-7002	PVC	HD Supply	\$207.66
201-000-7002	Shipping	First Bank Card	\$68.85
201-000-8013	Water protection fee	Kansas Dept of Revenu	\$1,888.07
			<b>\$5,771.94</b>

<b>Sewer</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
301-000-6000	Water Bill	City of South Hutch	\$132.39
301-000-6000	Electric service	Westar	\$10,803.63
301-000-6002	Repair blower	Phoenix Electric	\$510.27
301-000-6002	Attorney service	Don Gottschalk	\$500.00
301-000-6002	Computer support	Gavin Lusk	\$70.00
301-000-6002	Replace motor, wheel	Decker Mattison	\$420.35
301-000-6002	Repair pump at lift	Phoenix Electric	\$87.50
301-000-6002	Reset pins	Garber Surveying	\$162.50
301-000-6004	Rental of machine	Pitney Bowes	\$67.20
301-000-7002	Polymer	Fort Bend	\$2,988.00
301-000-7002	Broom, brush	Janitorial Supply	\$81.55
301-000-7002	Boots-Randy	Longs	\$97.04

**Invoice Approval List  
April 4, 2016**

301-000-7002	Electrode solution	USA Bluebook	\$397.57
301-000-7002	Paint and brushes	Lowe's	\$123.84
301-000-7003	Diesel	Ramsey Oil	\$92.94
301-000-8000	Computer-James, Kristi	Gavin Lusk	\$2,196.90
			<b>\$18,731.68</b>

<b>Special Hwy</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
401-000-7002	Filter	Agri Center	\$31.93
401-000-7002	Street map	Garber Survey	\$18.00
401-000-7002	Rock	Hauschild	\$1,001.01
401-000-7002	Seal	Key Equipment	\$43.73
401-000-7002	Sealant and patch	Paving Maintenance	\$4,672.00
401-000-7002	Circle popup	Western Supply	\$49.55
401-000-7002	Grip handle	Wichita Tractor	\$23.80
401-000-7002	Mulch	Lowe's	\$208.80
401-000-7002	Tissue	Dollar General	\$40.00
			<b>\$6,088.82</b>

<b>Bond &amp; Int</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
601-000-8004	Interest-07 & 09 Bonds	Office of State Treasurer	\$16,806.25
			<b>\$16,806.25</b>

<b>Bike Skills</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
803-000-7001	Mileage-bike pick up	Reid Brown	\$68.04
			<b>\$68.04</b>

<b>Food Policy</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
808-000-7001	Hotel-Kelsi	First Bank Card	\$115.54
			<b>\$115.54</b>

<b>CDBG</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
809-000-6002	Architectural Services	Mann & Company	\$1,350.00
809-000-6002	Administration-Comm Ctr	SCKEDD	\$5,000.00
			<b>\$6,350.00</b>

<b>Equip Res</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
901-000-8021	Lettering for PD Tahoe	Innovative	\$350.00
			<b>\$350.00</b>

<b>Build Res</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
902-000-8024	Adapter, PVC	Ferguson	\$93.70
902-000-8024	Wire recycle system	Phoenix Electric	\$1,241.62
902-000-8024	Pump-Spray Park	First Bank Card	\$460.00
902-000-8024	PVC	HD Supply	\$73.45
			<b>\$1,868.77</b>

**GRAND TOTAL                    \$74,688.88**

# **Interlocal Agreement Concerning the Membership of the City of South Hutchinson, Kansas in the Regional Economic Area Partnership of Local Governments in South Central Kansas**

This agreement is made and entered into pursuant to the authority granted to cities and counties under the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, by and between the City of South Hutchinson, Reno County, Kansas, a Kansas municipal corporation, (hereinafter referred to as the “City”) and the Regional Economic Area Partnership of local governments in South Central Kansas, a body corporate and politic, (hereinafter referred to as “REAP”).

## **1. Nature and Purpose of Interlocal Agreement**

The City and REAP hereby enter into this agreement for the purposes of permitting said entities to make efficient use of their powers by enabling them to cooperate with each other in the joint effort and function of economic development and to recognize the need and value to jointly plan for facilities and services of an area-wide or multi-jurisdictional nature, in order to strengthen local governments, improve public service, and to serve the interests of South Central Kansas on matters of political and economic concern. The parties also recognize the need to inform each other of proposals, plans, developments, and operations which have an area wide or regional impact and significance, and while recognizing that not all of these activities need to be jointly planned or coordinated, the parties hereby agree to bring such matters to the attention of REAP for its review.

In addition, the parties understand the need to strengthen both the individual and collective authority of local governments and help identify and address regional opportunities, resolve regional problems, develop and support common legislative positions, work in concert on issues and challenges which originate outside of the regional boundaries, eliminate unnecessary duplication, and address common issues facing each geographical area.

The primary objective of REAP is to provide a forum and means to address regional issues and concerns, including but not limited to:

- a. Promoting communication among members and the identification and resolution of common regional problems or challenges.
- b. Providing a common voice on legislative actions for the protection and benefit of the region and its member communities.
- c. Improving economic development and job recruitment to the area.
- d. Acting in an advisory capacity to exchange and review various programs that are of regional significance and matters referred to it by individual members.

- e. Maximizing the attainment of federal and state grants and assistance into the region.
- f. Providing technical assistance to member local governments upon request.
- g. Working toward the solution of environmental challenges, including the protection of air, water, and land resources.

## **2. Membership and Voting**

Membership in REAP is open to any city or county in South Central Kansas as defined by a region to include the following counties: Butler, Cowley, Harper, Harvey, Kingman, McPherson, Reno, Sedgwick and Sumner. REAP may also extend membership to specific local units of government outside of the above defined region by approval of a two-thirds vote of members present and voting at any REAP meeting. In order to become a member of REAP, each jurisdiction shall adopt an appropriate ordinance or resolution and shall file the same with the Executive Officer of REAP. Each REAP jurisdiction is entitled to one voting member and one alternate member (who is allowed to vote in the absence of said voting member) to the governing body of REAP. Each REAP jurisdiction shall have the authority to designate said member and alternate member in whatever manner said government deems appropriate. The member shall be an elected official of the respective city or a county commissioner. The alternate member may be either an elected or appointed official from the member government. Members of REAP shall each be entitled to one vote on all matters affecting the organization.

## **3. Officers**

There shall be a Chair, Vice-Chair, Treasurer, and Executive Officer of REAP. The voting members shall in May of each year elect a Chair and a Vice Chair. The Chair shall preside and call all meetings of REAP, with appropriate notice and at times in accordance to the by-laws, and act as a spokesperson on its behalf. The Chair and Vice-Chair shall serve on the executive committee and additional positions shall be added in accordance with the by-laws. The Chair shall appoint one member of the Executive Committee to serve as Treasurer. The Vice-Chair shall preside at meetings and assume the duties of the Chair in his or her absence. The Treasurer shall be responsible for overseeing the fiscal policies and procedures of REAP. REAP shall appoint an Executive Officer who shall serve at its pleasure and be responsible for maintaining minutes of the meetings and to carry out communications among members of REAP. The Executive Committee is established for the purpose of determining agenda items, addressing policy issues and administrative matters, and handling special tasks that may require action between regular meetings of REAP.

## **4. By-laws of REAP**

REAP has and/or will adopt by-laws consistent with this agreement to govern the conduct of business by REAP. Such by-laws must be adopted or amended by no less than a two-thirds vote of the members present and voting at any regular meeting of REAP. The by-laws of the existing REAP organization shall continue to be in effect until new by-laws are adopted in accordance with this agreement.

## **5. Financing of REAP**

The City agrees to contribute appropriate funding to support REAP in accordance with the fee assessment formula adopted in the current REAP by-laws and as may be amended when new by-laws are adopted in accordance with this agreement.

## **6. Powers**

REAP as a separate legal entity pursuant to K.S.A. 12-2904a has the following powers conferred by statute as well as others, as may be amended from time to time, by the state legislature pursuant to this statute. Those powers include:

- a. To sue and be sued in its corporate name;
- b. To take and hold any property, real or personal, in fee simple or otherwise;
- c. To sell, lease, lend or otherwise transfer any property or interest in property owned by REAP;
- d. To make contracts;
- e. To have and use a corporate seal;
- f. To issue bonds, notes or other evidence of indebtedness in its own name;

In addition to the above specific statutory powers, REAP has the authority as follows:

- g. To conduct studies of the region's resources with respect to existing and emerging problems of industry, commerce, transportation, public services, natural resources, environment, legislative needs, highways, and other matters relevant to REAP's purpose.
- h. To pursue and receive federal and state grants or funding assistance to carry out the tasks of REAP.
- i. To provide and share technical assistance and enter into agreements among governments to provide or coordinate services or functions.
- j. To accept and apply for additional grants, assistance funds, donations, or bequests of money to carry out its intended purposes.

- k. To establish a budget and to provide for the manner of financing the tasks undertaken and approved by REAP.
- l. To organize special committees or task forces that are appropriate to carry out the business of REAP or its member governments.
- m. To retain and utilize the services of consultants for specific services approved by REAP.
- n. To authorize the Chair, upon concurrence of the Executive Committee, to establish advisory committees.
- o. To administer programs on behalf of the State of Kansas and as authorized by state law.

## **7. Effective Date, Duration, and Termination**

The agreement shall take effect on the date it is fully executed, pursuant to the authority granted under the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.* The City may withdraw from this agreement by giving sixty (60) days written notice to the Executive Officer of REAP accompanied by an appropriate ordinance or resolution adopted by the governing body. Upon dissolution of REAP, any real or personal property owned by REAP will become the property of the REAP member jurisdictions and dispersed in a manner provided in the by-laws or by separate resolution of REAP.

## **8. Amendments to the Agreement**

This Agreement may only be amended in writing by agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned have officially caused this Interlocal Agreement to be executed in the manner authorized and provided by law.

The City of South Hutchinson, Kansas

REAP

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, REAP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Attorney for REAP

Approved pursuant to K.S.A. 12-2901 et seq.

\_\_\_\_\_  
For the Attorney General

\_\_\_\_\_  
Date

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**Topic: Flood Plain Management Agreement**

**Date: April 4, 2016**

Attached is a proposed non-exclusive professional services agreement with Garber Surveying Service. GSS would provide flood plain management services at the set rate provided on an on call basis. The city does not run into a lot of flood plain management situations, but has needed assistance in the past. Staff does not have the capacity or expertise to provide this service internally. GSS has excellent working relationship and track record with the City and was willing to provide these services on an on call basis.

**FISCAL IMPACT**

There will be minimal impact financially. Staff typically encounters 1-2 floodplain issues annually, mostly involving a homeowner or business. In most instances staff refers owners for additional services at the owner's cost.

**STAFF RECOMMENDATION**

Staff recommends approving the proposed non-exclusive professional services agreement with Garber Surveying Service for flood plain management services.

NON-EXCLUSIVE AGREEMENT for PROFESSIONAL SERVICES

between

THE CITY OF SOUTH HUTCHINSON, KANSAS

and

GARBER SURVEYING SERVICE, P.A.

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between THE CITY OF SOUTH HUTCHINSON, KANSAS Party of the First Part, hereinafter called the "CITY"

and

GARBER SURVEYING SERVICE, P.A., 2908 NORTH PLUM STREET, HUTCHINSON, KANSAS, Party of the Second Part, hereinafter called the "CONSULTANT"

WITNESSETH:

WHEREAS the CITY desires to engage the services of the CONSULTANT to serve in an advisory role to the governing body of the CITY in matters pertaining to flood plain management; and

WHEREAS the CITY is authorized by law to employ Consultants to assist the CITY and to prepare reviews, reports, studies and investigations:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. THE CONSULTANT AGREES:

- A. Upon request, provide a Professional Land Surveyor at a regularly scheduled meeting of the CITY Council and/or a regularly scheduled meeting of the Planning Commission and any special meetings called by either body.
- B. Upon request, provide routine advice on matters pertaining to flood plain management issues confronting the CITY.
- C. Upon request, review Elevation Certificates, applications for Letters of Map Amendments and Revisions; review and process Community Acknowledgment Forms for submittal to the Federal Emergency Management Agency.
- D. Assist with communication between CITY and the Federal Emergency Management Agency.
- E. Advise the CITY regarding any flood plain issues, both private and public.
- F. To be available for consultation on matters not requiring extensive research for resolution.
- G. To accept compensation for all work per this agreement according to Exhibit A. Other items that may require extensive time and effort will be negotiated as needed, and will be evaluated with the CITY prior to CONSULTANT performing the work. Compensation for those items will be per mutual agreement with the City.

II. THE CONSULTANT FURTHER AGREES:

- A. To submit itemized monthly billings to the CITY for costs accrued in the performance of the services herein described.
- B. That all documents prepared under this contract, including maps, drawings, forms and studies will remain the property of the CITY.

III. THE CITY AGREES:

- A. To furnish the CONSULTANT all prior data developed relative to the CITY including flood studies, flood map amendments and revisions, drawings and pertinent correspondence with State and Federal agencies.
- B. To pay the CONSULTANT for his services in accordance with the requirements of this Agreement.
- C. To notify the CONSULTANT at least two working days in advance of any scheduled discussion or information to be developed by the CONSULTANT at a regularly scheduled meeting of the CITY or Planning Commission.

IV. THE PARTIES HERETO MUTUALLY AGREE:

That the right is reserved to the CITY and the CONSULTANT to terminate this Agreement at any time, upon written notice. The CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date first written above.

CITY OF SOUTH HUTCHINSON, KANSAS

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

ATTEST:

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

GARBER SURVEYING SERVICE, P.A.

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Daniel E. Garber, President

ATTEST:

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Jackie Bailey, Administrative Assistant

EXHIBIT A.  
STANDARD HOURLY COSTS

TITLE	HOURLY RATE
Professional Land Surveyor	95.00
Design Technician	65.00
Drafter / CAD Operator	65.00
3 Man Survey Crew	145.00
2 Man Survey Crew	130.00
1 Man Survey Crew	95.00
GPS	40.00

REIMBURSABLES	
Document Reproduction	Cost plus 10%
Vehicle Mileage	\$0.60 / mile
Auto Mileage	\$0.50 / mile
Car Rental and Fuel	Cost
Per Diem	Cost
Deliveries and Overnight Mail	Cost plus 10%