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- A. **CALL TO ORDER/ROLL CALL**  
\_\_Brislin \_\_Cokeley \_\_Nisly \_\_Scofield \_\_Griffin \_\_Elliott
- B. **PLEDGE OF ALLEGIANCE**
- C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**
- D. **CITIZEN COMMENTS**
- E. **HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**  
1. Officer Ryan Recognition
- F. **CONSENT AGENDA**  
1. Approval of Minutes – Regular Council Meeting, July 28, 2025  
2. Approval of Invoices  
  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
- G. **ACTION ITEMS**  
1. Approval of rezoning 601 A Scott Blvd from Commercial to Agricultural  
  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
  
2. Approval of rezoning 601 B Scott Blvd from Commercial to Agricultural  
  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
  
3. Approval of Agreement with JEO for the Transportation Alternative, Pedestrian  
Connectivity Improvement project  
  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
- H. **DISCUSSION ITEMS**  
1. Land Bank Lot Application
- I. **CITY ADMINISTRATOR’S REPORT**
- J. **GOVERNING BODY COMMENTS**
- K. **ADJOURNMENT**

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

**MEETING DATE:** August 11, 2025

**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:
  - July 28, 2025, Regular Council Meeting
- Approval of Invoices

**RECOMMENDATION:**

Motion to approve the consent agenda as presented.

**ATTACHMENTS:**

**Exhibit A** – Minutes from July 28, 2025, Regular Council Meeting

**Exhibit B** – AP Invoices

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- A. **CALL TO ORDER/ROLL CALL 6:00 pm**  
\_X\_Brislin \_X\_Cokeley \_X\_Nisly \_X\_Scofield \_X\_Griffin \_X\_Elliott
- B. **PLEDGE OF ALLEGIANCE**
- C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**
- D. **CITIZEN COMMENTS**  
Kelly Willis, Williams Avenue – Would like to have the fireworks discharge dates shortened. She was upset that she was not aware that they were allowed to be discharged on 07/05 this year as she has animals that do not do well with loud noises. She stated she has affidavits from other individuals who also have complaints.
- E. **HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**
- F. **CONSENT AGENDA**  
1. Approval of Minutes – Regular Council Meeting, June 23, 2025  
2. Approval of Minutes – Regular Council Meeting, July 14, 2025  
3. Approval of Invoices  
  
Motion SCOFIELD                      Second ELLIOTT                      Vote 4-0
- G. **ACTION ITEMS**  
1. Approve Ordinance 25-05 regulating camping and sleeping in public  
  
Motion ELLIOTT                      Second GRIFFIN                      Vote 4-0  
  
2. Approve purchase of a grasshopper mower  
  
Motion SCOFIELD                      Second ELLIOTT                      Vote 4-0
- H. **DISCUSSION ITEMS**  
1. Pivot on West field – Discussion centered around whether we should move the pivot to the other field or sell the pivot and if we sell the pivot how we should move forward with that. Council would like to see the pivot moved, if possible, to replace the older pivot on the west field before we entertain selling it.  
2. 2026 Budget – City Administrator Schenk briefly discussed how the budget was shaping up for 2026. Scofield indicated that he feels the goal should be revenue neutral. Schenk stated that he would bring multiple examples for the council to review in a later meeting.
- I. **CITY ADMINISTRATOR'S REPORT**  
Reno County started a new 501c3 called Reno County Child Care. It was part of United Way and has now been made its own organization.  
  
Matt Mock should be recognized for his 20 years of service to the city.
- J. **GOVERNING BODY COMMENTS**  
Elliott – Asks about a timeline on the new website rollout. Jeff is not sure yet of the date, but they are currently working on folder structure.

Nisly – Wanted to know if we have considered buying pumps for flooding or high-water issues. Matt Mock stated that we own two (2) 6” pumps and we would have to rent / purchase anything beyond that.

Brislin – Would like everyone to review a 3-minute video that she will be sending out about a grant funding program from Blue Cross Blue Shield before the next meeting. Allows for \$50,000 site fund and would allow you to obtain donations up to 150,000 to 200,000. It is to create a 7-circuit step course (plyometric routine) for citizens to utilize for healthier lifestyles.

**K. ADJOURNMENT**

Nisly made a motion to adjourn the meeting at 7:14 pm.

Motion **NISLY**

Second **ELLIOTT**

Vote **5-0**

## INVOICE APPROVAL LIST

8/11/2025

**Gen Gov**

	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-101-6002	Install Denali / JCS on new Server	Advantage Computer Inc	\$325.00
101-101-6002	Camera / Licensing	Dynamic Electronics (DESS)	\$823.00
101-101-6002	Drug Screen	Hutchinson Clinic	\$50.00
101-101-7001	Leadership Reno County	Hutchinson Community Foundation	\$900.00
101-101-6011	Dues, Meals, Foundation Contribution	Hutchinson Rotary Club	\$190.00
101-101-6000	Phone Service	IdeaTek	\$253.49
101-101-6002	IT Services	Leading Edge Technology Partners	\$341.87
101-101-7000	Embossed Seal	Office Plus	\$39.00
101-101-6004	Mats	Unifirst	\$47.70
101-101-6005	Cell Service	Verizon	\$59.57
101-101-6000	Electric	Evergy	\$450.16
101-101-6002	Real Estate Taxes	Reno County Treasurer	\$6,404.91
101-101-5000	Insurance Premium	Vision Care Direct	\$17.94
			<b>\$9,902.64</b>

**Police**

	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-102-6007	Turn Rotors	Anderson Alignment	\$31.50
101-102-7003	Fuel	Bridgman Oil	\$1,615.73
101-102-6007	Brake Fluid, Air Filter, Brake Pads, Windshield Wipers	Carquest	\$97.96
101-102-6007	Brake Service, Oil Change, Inspection	Daniel Soto	\$200.00
101-102-6000	Phone Service	IdeaTek	\$309.11
101-102-6002	IT Services	Leading Edge Technology Services	\$388.37
101-102-6002	Cleaning Services	Mary Schenk	\$150.00
101-102-6005	Cell Service, Jetpacks, Sim Cards	Verizon	\$444.64
101-102-7000	Vehicle Upfitting	What The Flash	\$1,726.53
101-102-6000	Electric	Evergy	\$671.74
101-102-6002	Real Estate Taxes	Reno County Treasurer	\$114.22
101-102-5000	Insurance Premium	Vision Care Direct	\$131.19
			<b>\$5,880.99</b>

**Street**

	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-103-7003	Fuel	Bridgman Oil	\$612.38
101-103-7002	Oil, Battery Maintainer, V Belt for Edge	Carquest	\$310.74
101-103-7002	Water	Culligan	\$20.66
101-103-7002	Mower Supplies, Edge Filter	Fairview Service	\$112.87
101-103-6002	Drug Screen	Hutchinson Clinic	\$50.00
101-103-6002	IT Services	Leading Edge Technology Partners	\$323.12
101-103-7002	Marking Paint	Michael Todd	\$152.05
101-103-7002	Concrete	Mid America Redi-Mix	\$533.34
101-103-7009	Boot Reimbursement	Logan Schmidt	\$200.00
101-103-7009	Uniforms	Unifirst	\$30.50
101-103-6004	Supplies, Fees	Unifirst	\$57.19
101-103-6000	Electric	Evergy	\$490.03
101-103-5000	Insurance Premium	Vision Care Direct	\$40.11
			<b>\$2,932.99</b>

**Fire**

	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-104-7003	Fuel	Bridgman Oil	\$910.28
101-104-6000	Air Filter, Washer Nozzle, Water Fluid, Oil, Spark Plugs	Carquest	\$205.22
101-104-7009	Fire Helmet	Calen Dunn	\$100.00
101-104-6000	Phone Service	IdeaTek	\$26.06
101-104-6002	IT Services	Leading Edge Technology Services	\$334.37
101-104-6005	Cell Service	Verizon	\$144.37

101-104-6000	Electric	Evergy	\$615.93
101-104-6002	Real Estate Taxes	Reno County Treasurer	\$114.20
			<b>\$2,450.43</b>

<b>Parks</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-105-6003	Window AC Unit	Lowe's	\$763.21
101-105-6000	Electric	Evergy	\$223.63
101-105-6002	Real Estate Taxes	Reno County Treasurer	\$2,270.43
			<b>\$3,257.27</b>

<b>Court</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-106-6002	Drug Screen	Hutchinson Clinic	\$50.00
101-106-6002	Inmate Medical	Hutchinson Regional Medical Center	\$45.45
101-106-6002	IT Services	Leading Edge Technology Services	\$7.50
101-106-6015	Court Fees	Office of the State Treasurer	\$883.50
101-106-6002	Animal Services	Prairie Vista Animal Hospital	\$231.25
101-106-6002	Inmate Medical	Wellpath LLC	\$18.00
			<b>\$1,235.70</b>

<b>Non-Departmental</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-109-7004	IT Services	Leading Edge Technology Services	\$26.25
101-109-6000	Electric	Evergy	\$5,893.91
101-109-7004	Real Estate Taxes	Reno County Treasurer	\$4,052.97
			<b>\$9,973.13</b>

**GENERAL TOTAL** **\$35,633.15**

<b>Water</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
201-000-6002	Chlorine Gas	Brenntag Southwest	\$1,730.00
201-000-7003	Fuel	Bridgman Oil	\$168.19
201-000-7003	Oil for Hydraulic Pump	Bridgman Oil	\$104.08
201-000-7002	Oil	Carquest	\$52.43
201-000-7002	6" Water Parts, Chlorine Reagent	Core & Main	\$1,655.46
201-000-7002	Water	Culligan	\$20.67
201-000-6002	Locates	Kansas One Call	\$25.93
201-000-6002	IT Services	Leading Edge Technology Services	\$326.87
201-000-7002	Marking Paint	Michael Todd	\$152.05
201-000-7009	Uniforms	Unifirst	\$72.37
201-000-6004	Supplies, Fees	Unifirst	\$57.19
201-000-6005	Cell Service	Verizon	\$130.21
201-000-7000	Bulk Postage	USPS	\$1,725.00
201-000-6000	Electric	Evergy	\$4,775.69
201-000-6002	Real Estate Taxes	Reno County Treasurer	\$2,384.32
201-000-5000	Insurance Premium	Vision Care Direct	\$3.10
			<b>\$13,383.56</b>

<b>Sewer</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
301-000-7002	Hydraulic Switch, Hose for Vactor	B&B Hydraulics	\$1,733.96
301-000-7003	Fuel	Bridgman Oil	\$193.85
301-000-7002	Oil for Hydraulic Pump	Bridgman Oil	\$104.09
301-000-7002	Oil	Carquest	\$52.43
301-000-7002	Water	Culligan	\$20.67
301-000-6002	AC Service	Decker & Mattison	\$300.00
301-000-6002	Drug Screen	Hutchinson Clinic	\$50.00
301-000-6000	Phone Service	IdeaTek	\$32.71
301-000-6002	Locates	Kansas One Call	\$25.94

301-000-6002	IT Services	Leading Edge Technology Services	\$330.66
301-000-7009	Uniforms	Unifirst	\$32.71
301-000-7002	Marking Paint	Michael Todd	\$152.06
301-000-6004	Supplies, Fees	Unifirst	\$57.23
301-000-7002	Lab Buffer	USA BlueBook	\$35.82
301-000-7000	Bulk Postage	USPS	\$1,725.00
301-000-6005	Lift Station Service	Verizon	\$392.86
301-000-6000	Electric	Evergy	\$11,111.73
301-000-6002	Real Estate Taxes	Reno County Treasurer	\$3,061.87
301-000-5000	Insurance Premium	Vision Care Direct	\$6.00
			<b>\$19,419.59</b>

<b>Sewer Emergency Replacement</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
303-000-8000	Generator Rental	Central Power Systems and Service	\$22,642.90
303-000-8002	Lift Station Repairs	JCI	\$8,500.00
			<b>\$31,142.90</b>

<b>Special Highway</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
401-000-7012	Concrete	Mid America Redi-Mix	\$2,126.37
			<b>\$2,126.37</b>

<b>Freedom Fest</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
805-000-6002	Advertising - Freedom Fest	Ad Astra Per Aspera Broadcasting	\$4,850.00
			<b>\$4,850.00</b>

<b>Community Center</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
811-000-6004	Blower Replacement	Decker & Mattison	\$474.50
811-000-6000	Electric	Evergy	\$583.24
811-000-6004	Real Estate Taxes	Reno County Treasurer	\$114.21
			<b>\$1,171.95</b>

<b>Equipment Reserve</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
901-000-8023	Graphics - Fire Truck	Innovative Tint & Graphics	\$1,300.00
			<b>\$1,300.00</b>

<b>Building Reserve</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
902-000-8029	Server Installation	Leading Edge Technology Partners	\$13,200.00
902-000-8020	Concrete	Mid America Redi-Mix	\$837.74
			<b>\$14,037.74</b>

<b>GRAND TOTAL</b>	<b>\$123,065.26</b>
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**City of South Hutchinson**  
**2 S Main**  
**South Hutchinson, KS 67505**  
**(620) 663-7104**

City of South Hutchinson  
Public Hearing Notice #2025-3  
Proposed Zoning Change

The City of South Hutchinson, KS planning commission, will hold a public hearing for the purpose of a Zoning change request from Commercial to AG Agricultural

Address: 601 A Scott Blvd

Legal Description: COM SE COR SE/4 TH NW 2371.07FT TH WLY 657.81FT TO POB TH WLY 107.1FT TH N 769.44FT TH SE 128.01FT TH SW 82.53FT TH SLY 50.65FT TH SLY 59.87FT TH SWLY 35.13FT TH SELY 119.96FT TH SLY 356.64FT TO POB LESS RD R/W

LOCATION AND TIME

The public meeting will be held August 4<sup>th</sup> 2025 at 6pm in the South Hutchinson City building located at 2 S Main St, South Hutchinson, KS 67505





**City of South Hutchinson**  
**2 S Main**  
**South Hutchinson, KS 67505**  
**(620) 663-7104**

City of South Hutchinson  
Public Hearing Notice #2025-4  
Proposed Zoning Change

The City of South Hutchinson, KS planning commission, will hold a public hearing for the purpose of a Zoning change request from Commercial to AG Agricultural

Address: 601 B Scott Blvd

Legal Description: COM SE COR SE/4 TH NW 2371.07FT TH W 555.94FT TO POB TH WLY 101.87FT TH N 356.64FT TH NW 119.96FT TH NELY 35.13FT TH SELY 260.06FT TH S 264.95FT TO POB

LOCATION AND TIME

The public meeting will be held August 4<sup>th</sup>, 2025, at 6pm in the South Hutchinson City building located at 2 S Main St, South Hutchinson, KS 67505



**AGREEMENT  
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between **City of South Hutchinson, Kansas** (“Client”) and **JEO Consulting Group, Inc.** (“JEO”).

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

**Pedestrian Connectivity Improvements** (“Project”).

JEO Project Number: **251374.00**

Client and JEO further agree as follows:

**ARTICLE 1 - SERVICES OF JEO**

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**1.01 Scope**

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

**ARTICLE 2 - CLIENT’S RESPONSIBILITIES**

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**2.01 Client Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The lump sum fee for the Project is: **\$33,000.00**

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions  
Exhibit C – Project Limits

#### 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 Client and JEO 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.

Client: City of South Hutchinson, Kansas

JEO Consulting Group, Inc.

\_\_\_\_\_

\_\_\_\_\_

By: Dina Brislin

By: Riley Schmitz, PE

Title: Mayor

Title: Project Manager

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

Date Signed: 07/25/2025

Address for giving notices:

Address for giving notices:

City of South Hutchinson, Kansas

JEO Consulting Group, Inc.

2 South Main

214 N St Francis Ave

South Hutchinson, KS 67505

Wichita, KS 67202



**Scope of Services**  
**City of South Hutchinson**  
**Transportation Alternatives (TA) Pedestrian Connectivity Improvements**

This project will provide the City of South Hutchinson with design, quantities, and engineer's opinion of probable cost for the TA Pedestrian Connectivity Improvements project. The project limits are as shown in Exhibit C of this agreement.

**SCOPE OF WORK**

**PROJECT DELIVERABLES**

JEO staff will provide each of the following deliverable items in PDF format to Kansas Department of Transportation (KDOT) and the City of South Hutchinson as required by the project:

- Field Check Plans, engineer's opinion of probable cost, and supporting documents.
- Office Check Plans, engineer's opinion of probable cost, and supporting documents.
- Final Check Plans, engineer's opinion of probable cost, and supporting documents.
- Plans, Specifications, and Estimate (PS&E) Plans, engineer's opinion of probable cost, and supporting documents.
- Final Letting Plans, engineer's opinion of probable cost, and supporting documents.

**FIELD SURVEY SERVICES**

JEO staff will conduct Field Survey services to collect necessary field data as required for the successful design of the project. Field Survey services shall include:

- Setting benchmarks at each intersection and control points for the project.
- Collection of topographic data within the project limits.
- Collection of existing utility field locations as marked by Kansas 811.
- Researching existing right-of-way within/adjacent to the project limits.
- Collecting field locations of section corners and property lines to aid in establishing the existing right-of-way within the project limits.
- Processing field collected and researched data to create an existing conditions model to be used for the successful design of the project.

**PROJECT COMMUNICATION AND MANAGEMENT**

JEO staff will communicate with the City of South Hutchinson staff to keep them informed and up-to-date of project status. Project communication and management shall include:

- Attending an initial meeting with the client to define project points of contact, verify project limits, verify project criteria, and share other applicable project information.
- Regular correspondence with the client to include requests for information as needed for the success of the project.
- Attending a review meeting with the client and KDOT for each submittal phase of the project, as requested.
- Producing and distributing meeting minutes.
- Providing progress reports to the City of South Hutchinson (and to the Secretary of Transportation of the State of Kansas upon request) at monthly or at mutually agreed upon intervals in conformity with the official project schedule.
- Providing quality control review for each submittal of the project.

#### **ENGINEERING DESIGN SERVICES**

JEO staff will provide design services to be able to produce the necessary deliverables for this project. Engineering design services shall include:

- Preparing plans and supplemental specifications (if necessary) following the City of South Hutchinson and KDOT design criteria. Anticipated plans to be included for the project include:
  - Title Sheet
  - General Notes
  - Demolition Plans
  - Right-of-Way Plans
  - Proposed Improvement Plans
  - Coordinate Geometry Plans
  - Special Grading Plans
  - Erosion Control and Seeding Plans
  - Signing and Pavement Marking Plans
  - Quantity Plans
  - Construction Sequencing and Traffic Control Plans
  - Detail sheets necessary to supplement the above list plans
- Determine property impacts and notify City of South Hutchinson of any easement and Right-of-Way needs necessary for construction of the project. If required, tract maps and legal descriptions shall be added through a supplemental agreement.
- Determine impacts to City of South Hutchinson utilities and notify staff of the potential need for adjustments.
- Design services will conform with the requirements of Article IV, paragraph 3 of the agreement between the Secretary of Transportation of the State of Kansas and the City of South Hutchinson as described here:
  - **Conformity with State and Federal Requirements.** The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

#### **UTILITY COORDINATION**

JEO staff will coordinate the project with all identified existing utility owners within the project limits. Utility Coordination services shall include:

- Providing preliminary plans to the identified existing utility owners for their review.
- Identifying potential conflicts with the proposed improvements/existing utilities and providing documentation of these locations to utility owners for their review.
- Reviewing proposed relocation plans as provided by utility owners to check for potential conflicts.
- Collecting notes from correspondence with utility owners.
- Requesting As-Built Drawings from utility owners for use during construction of the proposed improvements.

#### **PERMITTING**

JEO staff will assist the client with permit applications found to be necessary for the successful completion of the design of the project. Permitting services shall include:

- Investigation and identification of necessary permits required for the project.
- Preparation and submittal of Kansas Department of Health and Environment (KDHE) Notice of Intent (NOI) permit application and associated Storm Water Pollution Prevention Plan (SWPPP), if necessary.
- Tracking, revising, recording, and providing to the client the permit application.

#### **ADVERTISEMENT AND BIDDING**

JEO staff will assist the client during advertisement and bidding of the project. Advertisement and Bidding services shall include:

- Responding to Requests for Information (RFI), revising bidding documents, and assisting with preparation of addendums during the advertisement of the project.
- Attending and assisting with a pre-bid meeting (if necessary).

#### **EXCLUSIONS**

The services listed below are specifically excluded from the scope of services to be provided by JEO for this project:

- Any services not specifically included within the project scope provided within this agreement.
- Any fees required by permitting agencies, railway owners, utility owners, or any other owner/agency that may require a fee for their services, other than the what is provided in the project scope.
- Any design services required by railway owners, utility owners, or any other owner/agency that may require design services for the purposes of this project.
- Property appraisals.
- Property acquisition services.
- Geotechnical investigations.
- Underground investigations (utility potholing, ground penetrating radar, etc.)

#### **ADDITIONAL SERVICES**

The services listed below are not included within the scope of services to be provided by JEO for this project but can be provided at an additional cost through a supplemental agreement:

- Supplementary Design Services that would be required due to any modification of the project scope or limits as described within this agreement.
- Additional preparation of permits and permitting fees other than what is included in the scope of services.
- Traffic Signal Reviews
- Waterline Design Services.
- Sewer Design Services.
- Landscape Architecture Design Services.
- Lighting Design Services.
- Site Design Services.
- Water Resources Engineering Services.
- Retaining Wall Design.
- Bridge Design.
- Construction Phase Services (Construction Administration, Construction Staking, Testing, Observation/Inspection, and As-Built Drawings).
- Meeting attendance in addition to meetings specifically listed within this agreement.

#### **CLIENT RESPONSIBILITIES**

For JEO to be able to complete the Scope of Services listed here, the City of South Hutchinson agrees to provide the following items as necessary:

- Plans of existing infrastructure, reports, studies, and other relevant project information.
- Access to the project site.
- Utility locates within the project limits.
- Attendance during all project progress meetings.
- Appraisals and acquisitions of easements and Right-of-Way required for project construction.
- Review of plans and specifications in a timely manner. Comments to be returned to JEO within 14 days of receiving submittal.

#### **SCHEDULE**

JEO will begin its efforts defined within this scope of services within 14 days after receiving a Notice-to-Proceed (NTP) from the client.

Final deliverables are estimated to be delivered upon mutually agreed upon dates no later than the current project schedule's due dates as issued by KDOT exclusive of delays beyond JEO's control. In the event that the client requests modifications to the design/scope or if any unexpected project circumstances/interruptions are encountered, JEO will discuss an adjusted deliverable date with the client as deemed necessary for the successful completion of the project.

**THIRD-PARTY BENEFICIARY**

The Secretary of Transportation of the State of Kansas is to be made a third-party beneficiary in this agreement between City of South Hutchinson and JEO.

- Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Project Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Project Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Project Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

**JEO FEE**

The proposed services will be completed for the lump sum of **\$33,000.00**. A breakdown of this lump sum amount is provided below:

<b>Services</b>	<b>Amounts</b>
Field Survey Services	\$11,000.00
Engineering Design Services	\$22,000.00
<b>Total</b>	<b>\$33,000.00</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.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

**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,

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

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

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

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

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

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

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

**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 with limits not less than shown 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. For projects with construction services, 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

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

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. NON-DISCRIMINATION CLAUSE:** JEO declares, promises, and warrants that it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex. JEO shall require the same of their subconsultants.

**18. 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.

**19. WAIVER OF CONSEQUENTIAL DAMAGES:**

Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

**20. DISPUTE RESOLUTION:** In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.





## LEGEND

Proposed Route —

Google Earth

Image © 2024 Airbus

**EXHIBIT C**



1000 ft