city of south hutchinson
2 south main
south hutchinson, kansas 67505
October 8, 2026

A. CALL TO ORDER/ROLL CALL
__Cokeley __Elliott __Griffin __Gaines __Pettay

B. PLEDGE OF ALLEGIANCE
C. APPROVAL OF AGENDA (ADDITIONS/DELETIONS)
D. CITIZEN COMMENTS
E. CONSENT AGENDA
1. Approval of Minutes – Regular Council Meeting, September 28, 2025
2. Approval of Invoices
3. Approve 90 day Hardship extension for RV permit at 28 E 6th Avenue

Motion _____ Second_____ Vote_____

F. ACTION ITEMS
1. Approve Supplemental Agreement with PEC for Digester Survey and grading

Motion _____ Second_____ Vote_____

2. Approve Resolution 26-18 Establishing a KPERS 401 (a)

Motion _____ Second_____ Vote_____

3. Approve Ordinance 26-17 Authorizing the issuance of taxable industrial revenue bonds

Motion _____ Second_____ Vote_____

4. Approve Supplemental agreement with PEC for CE services

Motion _____ Second_____ Vote_____

5. Conditional Use Permit for R-2 residential at 112 E Forrest Ave to allow for a shipping container on the property

Motion _____ Second_____ Vote_____

G. DISCUSSION ITEMS
1. Goals and Priorities

H. CITY ADMINISTRATOR'S REPORT
I. GOVERNING BODY COMMENTS
J. EXECUTIVE SESSION
K. ADJOURNMENT

city of south hutchinson
2 south main
south hutchinson, kansas 67505
September 28th, 2026

JOINT MEETING WITH PLANNING BOARD – COMMUNITY CENTER

A. CALL TO ORDER/ROLL CALL 6:00 pm
_**A**_Cokeley _**X**_Elliott _**X**_Griffin _**X**_Gaines _**X**_Pettay

**Roll call with Planning Board

B. PLEDGE OF ALLEGIANCE
C. APPROVAL OF AGENDA (ADDITIONS/DELETIONS)

Motion **ELLIOTT** Second **PETTAY** Vote **4-0**

D. CITIZEN COMMENTS

Mike Engel – Powered by Me – Would like to see the city approve his bid to make repairs to Main Street. He stated that if we do the repairs now that when Main Street gets milled and overlayed it will be much faster, with cost savings since they won't have to continually stop to fix the roadbed.

Allison Ott – Wichita Tractor – Requesting that the previous Mini-excavator bid be cancelled and that it be put back out for bid. Wichita Tractor has spent a lot of time, money, taxes to be here in South Hutchinson. That we as a city state that we are for local businesses, but when it comes down to it we aren't buying from local businesses, and they feel that the original bid request was not apples to apples for each business.

E. HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS

1. PEC Lance Onstott – Comprehensive Plan

Lance Onstott with PEC presented on the Comprehensive Plan and conducted a workshop with the City Council and Planning Commission. Mr. Onstott covered what a comprehensive plan is and how the plan will affect future decisions for the city. The survey that will be conducted will be mailed out only and it will go to all addresses that are registered in the city. Mr. Onstott then presented some data points that currently make up the city about age, ethnicity, income, education, how many homes are owned, and how many are rented. During the workshop phase, Mr. Onstott presented three different exercises that the City Council, Planning Commissioner, Katie Marcum (City Clerk), Jeff Schenk (City Administrator), and Paige Harman (Administrative Assistant) participated in. The first exercise was an individual exercise where each person wrote down three things the city does well and three things that are challenges for the city. The second exercise was a prioritization exercise where the participants had to put a sticky dot on the board that was most important, important, and somewhat important (There were only 3 dots per person, and 6 boards). The last exercise was the amplified, created, and eliminated (ACE) exercise, and the group split into smaller groups of 4 to discuss what the city should amplify that they do, what the city should create, and what the city should eliminate or stop doing. Mr. Onstott opened the floor to open discussion about the comprehensive plan. He covered that he thought the city would need 400 responses for the survey to hold statical value, and in order to hit that the pre-marketing of the survey is going to be key.

**Planning board adjourned their meeting.

JOINT MEETING WITH PLANNING BOARD – COMMUNITY CENTER

F. CONSENT AGENDA

1. Approval of Minutes – Regular Council Meeting, September 14th, 2026
2. Approval of Invoices

Motion **PETTAY** Second **ELLIOTT** Vote **3-0**
Griffin stepped away for a moment.

G. ACTION ITEMS

1. Approve Main Street Mill and Overlay design project with JEO consulting in the amount of $273,235.

Motion **ELLIOTT** Second **PETTAY** Vote **4-0**
Griffin returned for discussion and vote.

2. Approve agreement with JEO for design of new striping plan for all concrete streets

Motion **PETTAY** Second **GRIFFIN** Vote **4-0**

3. Approve putting water tower repainting out to bid

Motion **ELLIOTT** Second **GAINES** Vote **4-0**
**Council wants to make sure we get a warrant in writing on the water tower repainting.

4. Approve quote to replace the tornado siren on Des Moines

Motion **PETTAY** Second **ELLIOTT** Vote **4-0**

5. Approve Ordinance 26-14 requiring water service when attached to the city sewer

Motion **PETTAY** Second **GAINES** Vote **4-0**

H. DISCUSSION ITEMS

1. Leadership Retreat with University of Kansas
   We are rerouting the money from the Strategic Plan with KU to a Leadership Retreat. It will be two days here in South Hutchinson, working through communication skills, teamwork, and personality assessments with the department heads. KU will also work with Jeff exclusively as well to help increase communication with council.
2. Rebid Mini Excavator
   Discussion took place during the citizen comments session.
   Motion to cancel mini excavator bid that was previously approved and put it out for rebid with the proper specs.

Motion **ELLIOTT** Second **GRIFFIN** Vote **4-0**

JOINT MEETING WITH PLANNING BOARD – COMMUNITY CENTER

I. CITY ADMINISTRATOR'S REPORT

City Administrator Schenk has been speaking with the Bob Scott family to see about the city acquiring some of his property on Scott Boulevard. The city council was in favor of this idea as there is a lot of potential in that property.

Procurement Policy was given to the council to review. Do we want to add a local preference? If we do, we will need to define was "local" means.

J. GOVERNING BODY COMMENTS

GAINES – She would appreciate it if in the future if we are going to have a long meeting or a presentation that is going to take longer than usual, if the council could be given a bit of notice.

GRIFFIN – She stated that the light is out at 50 / Scott Blvd interchange and didn't know who to contact to get the light fixed. City staff stated they would send an email to KDOT to see if we could get it on their radar.

ELLIOTT – He stated he shared the Love Where You Live Survey link and it looks like we got back quite a few responses.

He was glad to see the derailment on Avenue F / Scott Boulevard was cleaned up so quickly.

K. ADJOURNMENT

ELLIOTT made a motion to adjourn the meeting at 8:25 pm.

Motion **ELLIOTT** Second **GAINES** Vote **4-0**

INVOICE APPROVAL LIST **10/12/2026**

Gen Gov	Description	Vendor	Inv. Amt
101-101-5000	Insurance Premium	Vision Care Direct	$20.94
101-101-6000	Electric	Evergy	$638.94
101-101-6000	Cable TV	Cox Communications (Spectrum)	$16.78
101-101-6000	Phone Service	Ideatek	$279.18
101-101-6002	Denali Annual Software Lease	Advantage Computer Enterprises	$699.33
101-101-6002	Insurance Premium	Freedom Claims Management	$7,420.15
101-101-6002	Gas Service (Corr - Check was issued to wrong Vendor)	Kansas Gas Service	$468.94
101-101-6002	Water	Culligan Water	$33.50
101-101-6002	Cleaning Service	FreshCo Cleaning & Restoration	$750.00
101-101-6002	FoxIt PDF Licensing, IT Services	Leading Edge Technology Partners	$789.27
101-101-6002	Renew Permit #69 for Bulk Mail	United States Postal Service	$390.00
101-101-6005	Cell Service	Verizon	$83.12
101-101-6016	Attorney Service	Graffman Law	$3,042.40
101-101-7001	Reimbursement for Ryleigh Bday Lunch	Paige Harman	$49.74
			$14,682.29

Police	Description	Vendor	Inv. Amt
101-102-5000	Insurance Premium	Vision Care Direct	$75.60
101-102-6000	Electric	Evergy	$777.84
101-102-6000	Cable TV	Cox Communications (Spectrum)	$50.36
101-102-6000	Phone Service	Ideatek	$287.48
101-102-6002	Notary - Hirt	Kansas Secretary of State	$25.00
101-102-6002	Water	Culligan Water	$33.50
101-102-6002	Drug Screens	Hutchinson Clinic	$80.00
101-102-6002	IT Services	Leading Edge Technology Partners	$611.16
101-102-6002	Cleaning Service	Tamra Yost	$150.00
101-102-6005	Cell Service, Jet Packs	Verizon	$404.52
101-102-6007	Brake Pads, Rotors	Carquest	$357.98
101-102-6008	AC Repair	Gibbys Sewer & Drain	$701.00
101-102-6008	Toilets	Lowe's	$473.10
101-102-7000	Staple Remover, Trash Bags, Paper Towels	Office Plus	$179.28
101-102-7003	Fuel	Bridgman Oil	$1,559.80
101-102-7004	Ammunition	Ram Manufacturing	$920.00
101-102-7009	Namebars, Emblems, Pants, Shirts	Galls LLC	$215.11
			$6,901.73

Street	Description	Vendor	Inv. Amt
101-103-5000	Insurance Premium	Vision Care Direct	$49.90
101-103-6000	Electric	Evergy	$603.01
101-103-6002	IT Services	Leading Edge Technology Partners	$348.03
101-103-6003	Bobcat Hydraulic Hose	B&B Hydraulics	$145.92
101-103-6003	Salt	Hutchinson Salt Company	$2,527.21
101-103-6003	Crosswalk Antenna	Gades Sales Co	$98.00
101-103-6003	Tractor Drive Shaft and Blade Fan	KanEquip Inc	$3,259.01
101-103-6003	Seal Kits for Bobcat	White Star Machinery	$244.96
101-103-6003	Battery	Carquest	$461.56
101-103-6004	Fuse for Siren	City of Hutchinson	$56.00
101-103-6007	Mower Blades	SMS Power Train & Hardware	$461.85
101-103-6007	Belt Tensioner	Carquest	$72.83
101-103-7001	Water	Culligan Water	$62.00
101-103-7003	Fuel	Bridgman Oil	$1,833.03
101-103-7004	Cover, Hydraulic Pump	Fairview Service	$55.00
101-103-7004	Brake Cleaner, Paint, Battery	Carquest	$103.97
			$10,382.28

Fire	Description	Vendor	Inv. Amt
101-104-6000	Electric	Evergy	$646.88
101-104-6000	Phone Service	Ideatek	$26.78
101-104-6002	IT Services	Leading Edge Technology Partners	$389.28
101-104-6005	Cell Service	Verizon	$144.40
101-104-6007	Aerial Rotation Inspected, Replaced Relays	Daniel Soto	$720.00
101-104-6007	Relay	Carquest	$42.09
101-104-7002	Drug Screen	Hutchinson Clinic	$50.00
101-104-7003	Fuel	Bridgman Oil	$888.53
			$2,907.96

Parks	Description	Vendor	Inv. Amt
101-105-6000	Electric	Evergy	$170.80
101-105-6004	Cleaning Service	FreshCo Cleaning & Restoration	$100.00
			$270.80

Court	Description	Vendor	Inv. Amt
101-106-5000	Insurance Premium	Vision Care Direct	$3.00
101-106-6002	IT Services	Leading Edge Technology Partners	$375.53
101-106-6015	Court Fees	Office of the State Treasurer	$604.50
101-106-6016	Prosecutor Service	Graffman Law	$1,602.40
101-106-6018	Court Appointed Attorney	Bush, Bush & Shanelec	$287.50
101-106-7000	Staple Remover, Trash Bags, Paper Towels	Office Plus	$177.78
			$3,050.71

Code Enforcement	Description	Vendor	Inv. Amt
101-107-6004	Tablet	Verizon	$20.02
			$20.02

Non Departmental	Description	Vendor	Inv. Amt
101-109-6000	Electric	Evergy	$5,959.89
101-109-7004	IT Services	Leading Edge Technology Partners	$96.25
			$6,056.14

		GENERAL TOTAL	**$44,271.93**

Water	Description	Vendor	Inv. Amt
201-000-5000	Insurance Premium	Vision Care Direct	$10.14
201-000-6000	Electric	Evergy	$4,457.87
201-000-6002	JUS Annual Software Lease, Denali Annual Software Le	Advantage Computer Enterprises	$1,649.33
201-000-6002	Locates	Kansas One Call	$25.94
201-000-6002	FoxIt PDF Licensing, IT Services	Leading Edge Technology Partners	$642.19
201-000-6005	Cell Service	Verizon	$131.78
201-000-6007	Vactor Oil	Bridgman Oil	$123.32
201-000-6007	Oil, Filter, Shock	Carquest	$225.52
201-000-7002	Vactor Oil	Bridgman Oil	$833.64
201-000-7002	Meter Pucks	Core & Main	$405.72
201-000-7002	Silencer Nozzle	Red Equipment	$550.00
201-000-7003	Fuel	Bridgman Oil	$1,640.79
			$10,696.24

Sewer	Description	Vendor	Inv. Amt
301-000-5000	Insurance Premium	Vision Care Direct	$20.54
301-000-6000	Electric	Evergy	$10,537.20
301-000-6002	JUS Annual Software Lease, Denali Annual Software Le	Advantage Computer Enterprises	$1,649.34
301-000-6002	Drug Screen	Hutchinson Clinic	$50.00

301-000-6002	Locates	Kansas One Call	$25.93
301-000-6002	FoxIt PDF Licensing, IT Services	Leading Edge Technology Partners	$642.19
301-000-6003	Line for Vactor	B&B Hydraulics	$180.81
301-000-6003	Lamp, Wire Tires, Wrenches	Rose Motor Supply	$458.52
301-000-6003	Air Filter	Carquest	$23.87
301-000-6005	Cell Service, Lift Station Service	Verizon	$302.16
301-000-6007	Vactor Oil	Bridgman Oil	$123.31
301-000-6007	Oil, Filter, Battery	Carquest	$186.84
301-000-7001	Reimbursement - Meals at Training	Michael Kelly	$49.47
301-000-7002	Man Hole Cover	Core & Main	$2,128.77
301-000-7002	Lift Station Degreaser	Industrial Chem Labs & Services	$573.20
301-000-7002	Oil, Filter	Carquest	$172.61
301-000-7003	Fuel	Bridgman Oil	$1,732.64
301-000-7009	Boots - PPE Davis	A5 Western	$179.95
			$18,996.27

ASAP	**Description**	**Vendor**	**Inv. Amt**
801-000-6004	Bond Refund	Logan Ayers	$135.00
801-000-6004	Bonds Applied - Ayers, Lock	South Hutchinson Municipal Court	$1,985.00
			$2,120.00

ARPA	**Description**	**Vendor**	**Inv. Amt**
808-000-7004	SH Water Tower Improvements	JEO	$6,000.00
808-000-7004	SH Digester Improvements	PEC	$5,332.50
			$11,332.50

Community Center	**Description**	**Vendor**	**Inv. Amt**
811-000-6000	Electric	Evergy	$511.69
811-000-6004	Cleaning Service	FreshCo Cleaning & Restoration	$2,250.00
			$2,761.69

GRAND TOTAL	**$90,178.63**

September 17, 2026

Mr. Jeff Schenk
City of South Hutchinson
2 South Main
South Hutchinson, KS 67505

Reference: Project Name: South Hutchinson - Digester Improvements
Supplemental Agreement No: 2
Original Contract Date: August 20, 2024
PEC Project No.: 217055-008

Dear Mr. Schenk:

This Supplemental Agreement between the Client and Professional Engineering Consultants, P.A. (PEC), modifies the above referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. Survey Services shall be added to include:

   a. Set control points near the area of construction and obtain reference ties.
   b. Set benchmarks near the area of construction and obtain reference ties.
   c. Collect topographic survey data, including surface locations sufficient to provide one (1) foot contours per the survey limits sketch (Exhibit A).
   d. Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system nor will PEC submit a subsequent design ticket(s), beyond the initial design ticket(s), unless requested by the CLIENT. All subsequent design ticket(s) submissions and subsequent field work to locate marked utilities will be performed per PEC's standard hourly rates.
   e. Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
   f. Locate all points of egress for any structures/buildings within the survey limits, including a finished floor elevation (FFE) at each doorway.
   g. Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flow lines in and out, and pipe size/material.
   h. Locate all structures/buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.

2. Civil Engineering Design Services including:

   a. A Grading Plan will identify proposed spot elevations and contours in the drives, parking area, and any other disturbed area, as necessary, for positive drainage away from the proposed improvements.

B. Time of Performance: *(increased)*

1. Design efforts shall be completed within approximately 30 days after our authorization to proceed.

C. Payment Provisions:

1.	Original Contract Amount:	$ 95,480.00
2.	Net change by previous Supplemental Agreement(s):	$ 23,600.00
3.	The contract amount will increase by this Supplemental Agreement:	$ 25,800.00
4.	The new contract amount including this Supplemental Agreement:	**$ 144,880.00**

D. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah Unruh, P.E.
TL | Water/Wastewater Engineering

LY:ldj

ACCEPTED: CITY OF SOUTH HUTCHINSON

By: _____

Title: _____

Date: _____

EXHIBIT A



THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

City of South Hutchinson

[Participating Employer]

ADMINISTRATOR

Kansas Public Employees Retirement System
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166
Facsimile: 785-296-6638

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

RESOLUTION

WHEREAS, the City of South Hutchinson of South Hutchinson, Kansas, (hereinafter referred to as the "Participating Employer") has determined that in, the interest of attracting and retaining qualified employees, it wishes to offer a primary or a supplemental defined contribution plan in accordance with Section 401(a) of the Internal Revenue Code ("Code");

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering its employees the State of Kansas ("State") Public Employees Deferred Compensation Plan as authorized by K.S.A. 74-49b01, *et seq.*, of the Kansas Statutes Annotated;

WHEREAS, the State's Public Employees Deferred Compensation Plan is intended to be an eligible deferred compensation plan in accordance with Code section 457(b) (the "457 Plan");

WHEREAS, the 457 Plan is administered by Kansas Public Employees Retirement System ("KPERS") Board of Trustees;

WHEREAS, on July 1, 2016, the State authorized KPERS to establish a qualified defined contribution plan under Code section 401(a) for local governmental units of the State to make defined contributions on behalf of their employees;

WHEREAS, accordingly, KPERS has established the KPERS' Supplemental Defined Contribution Plan (the "Plan") in which the local governmental units of the State may participate;

WHEREAS, the Plan is intended to be a qualified, governmental defined contribution plan in accordance with Code sections 401(a) and 414(d);

WHEREAS, the Plan is administered by KPERS;

WHEREAS, the Plan is only available to participating employers who also are participating in the State's 457 Plan;

WHEREAS, the Participating Employer has reviewed the Plan;

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs of offering a retirement plan to its employees, afford attractive investment opportunities to its employees, and encourage additional retirement savings by its employees;

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the City of South Hutchinson ("Participating Employer") is authorized by law to adopt this Resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and Trust Agreement for its Employees.

Section 2. The Participating Employer acknowledges that KPERS, including KPERS' Board of Trustees ("KPERS' Board"), are only responsible for this Plan, the 457 Plan established under K.S.A. 74-49b01, *et seq*. and the defined benefit retirement systems created under K.S.A. 74-4903. However, neither KPERS nor the KPERS Board shall have any responsibility for other employee benefit plans separately maintained and/or established by the Participating Employer. Further, the Participating Employer acknowledges and agrees that it assumes full responsibility for the operation and administration of its obligations under the Plan, in accordance with Section 4(c) of this Resolution, its status as a joint trustee of the Plan and the trust, including, but not limited to, as a party to the Trust Agreement with Principal Financial Group, Inc. ("Trust Agreement") and any legal obligations thereunder. The participating employer also acknowledges and agrees that neither the State nor KPERS shall incur any liability by reason of this Resolution or the Adoption Agreement which is attached hereto and made a part of this Resolution ("Adoption Agreement");

Section 3. The Participating Employer hereby agrees to and adopts the terms of the Plan and the Adoption Agreement. The Plan and Adoption Agreement set forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or applicable federal law including, but not limited to, Code section 401(a), or other applicable law and is approved by KPERS and the Plan's Administrative Service Provider.

Section 4.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, all investment, administrative, and other service agreements of the Plan and the Trust

Agreement, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by KPERS and any services provided by the Plan's Administrative Service Provider in accordance with the Trust Agreement. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Members' accounts.

(c) The Participating Employer shall be a joint trustee with KPERS under the Trust Agreement.

(d) The Participating Employer shall indemnify and hold harmless KPERS from and against any claims and/or damages arising from, or related to any actions taken by or information reported by the Participating Employer to either KPERS or the Administrative Services Provider, including, but not limited to, actions or information regarding the employment status and/or termination of an Employee.

(e) The Participating Employer shall allow KPERS and/or the Administrative Services Provider reasonable access to Employees to assist with enrollment and/or retirement planning counseling.

Section 5.

(a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

KPERS shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Members will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Board may involuntarily terminate the Plan.

(c) The Participating Employer acknowledges and agrees that it shall be responsible to fund any accrued liabilities under the Plan in the event of either: i) its voluntary

termination of participation in the Plan, or ii) the involuntary termination of the Plan by KPERS.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Members and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and their Beneficiaries and for defraying reasonable expenses of the Plan. All contributions made pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred pursuant to the Trust Agreement to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This Resolution and the Adoption Agreement shall be submitted to KPERS for its approval. KPERS shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. KPERS may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Participating Employer hereby acknowledges that it is responsible to assure that this Resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Participating Employer on _____, 20___, in accordance with applicable law.

By: _____
Signature

_____
Name and Title

Attest: _____

Date: _____

Participating Employer should assure that all applicable law is followed in the adoption and execution of this resolution.]

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

ADOPTION AGREEMENT

ADMINISTRATOR

Kansas Public Employees Retirement System ("KPERS")
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166

PARTICIPATING EMPLOYER

Name: City of South Hutchinson
Taxpayer Identification Number ("TIN"):
Address: 2 South Main St
Phone: 620-663-7104
Facsimile: --
E-mail: katiem@southhutchinson.gov
Person Authorized to receive Official Notices from the Plan or KPERS: Katie Marcum
Title: City Clerk
Address: 2 South Main St
Phone: 620-663-7104
Email: katiem@southhutchinson.gov

The Participating Employer is required to update this contact information with KPERS and the Administrative Services Provider if there are any changes related to either the Authorized Representative or his/her contact information.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

TYPE OF ADOPTION

This Adoption Agreement is for the purpose of the Participating Employer to participate in the KPERS' Supplemental Defined Contribution Plan (the "Plan") as follows (**check one**):

☑ **Initial Adoption**

This is a new adoption by the Participating Employer for its Employees and the effective date shall be the first day of _____, 20___. The Participating Employer's adoption of this Plan does not replace or restate an existing qualified defined contribution plan.

☐ **Restatement of Pre-existing Plan**

This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _____. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on _____. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ **Amended Adoption**

This is an amendment of an existing Adoption Agreement (reference number _____, if applicable) and the Effective Date shall be the first day of _____, 20___. **Note**: Any amended Adoption Agreement shall not be effective unless it has been accepted and approved by KPERS.

☐ This is an amendment to change one or more of the Participating Employer's contribution design elections an Adoption Agreement between the Participating Employer and KPERS.

☐ This is to separate Employees from an existing division participating in the Plan into a new division, and the effective date shall be the first day of _____, 20___.

☐ This is to merge the following divisions currently participating in the Plan into the following division or group: _____.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

☑ **Participating Employer Disclosures**

☑ This is a new defined contribution plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing defined contribution plan.

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _____. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on _____. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ This is an amendment of the Adoption Agreement to this Plan previously adopted by the Participating Employer (**please specify type below**):

- ☐ This is an amendment to change one or more of the contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more departments or classes of Employees.
- ☐ Other (**please specify**): _____
  _____
  _____

DISCLOSURE OF OTHER QUALIFIED DEFINED CONTRIBUTION PLAN(S)

The Participating Employer ☑ **does** or ☐ **does not** have an existing, qualified defined contribution plan. If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name and the name of the plan provider below, and all such other relevant information requested by KPERS and/or the Administrative Service Provider.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

Plan Name(s) KPERS 457

Plan Provider(s) Empower

This **is** ☐ or **is not** ☑ the only retirement plan for the Employees of the Participating Employer. **Note:** If so, is this Plan intended to be a qualified Social Security Replacement Plan for the Participating Employer? ☐ **Yes** or ☑ **No**

VERY IMPORTANT: All eligible plans of a Participating Employer must be aggregated for purposes of compliance with certain requirements under the Internal Revenue Code ("Code"). Thus, if a Participating Employer has more than one defined contribution plan, the Participating Employer is responsible for ensuring that all of its aggregated plans comply with applicable Code requirements.

PLAN YEAR

For purposes of this Plan, Plan Year is the twelve month period ending on December 31.

PAYROLL PERIOD

The payroll period of the Participating Employer is:

☐ Weekly ☐ Semi-Monthly
☑ Bi-Weekly ☐ Monthly
☐ Other (must specify):

Contributions for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Deferral Agreement for the State of Kansas Public Employees Deferred Compensation Plan before the beginning of such month where such deferrals are required as a condition for a matching contribution.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

EMPLOYEE PARTICIPATION

☑ **Employee Participation**

The Employer shall provide KPERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as well as any other information requested by KPERS for purposes of this Plan.

☑ **Eligible Employees**

The following Employees of the Participating Employer shall participate in the KPERS Supplemental Defined Contribution Plan:

☐ All Employees

☐ Only Employees who are Participants in the State of Kansas Public Employees Deferred Compensation Plan ("457 Plan")

☑ Other (**please specify by division or group**): The Position of City Administrator

NORMAL RETIREMENT AGE

Normal Retirement Age (presumed to be age 62 unless otherwise specified) _____

If an Employee is still employed with the Participating Employer at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

VESTING

Vesting (Check one):

☑ Immediate

☐ Cliff Vesting (fully vested after below number years of service)
☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years

☐ Grade Vesting

_____ % after 1 year of service
_____ % after 2 years of service
_____ % after 3 years of service (min 25%)
_____ % after 4 years of service (min 50%)
_____ % after 5 years of service (min 75%)
_____ % after 6 years of service (min 100%)

☐ Other graded vesting schedule (**please specify**): _____
_____
_____
_____

Vesting will be credited using (check one):

☐ Elapsed time method – Members will be credited with one vesting year for each 12 months of continuous employment from the date of hire.

☐ Hours reported method – Members will be credited with one vesting year for each calendar year in which _____ hours are worked

☐ Other (**please specify**): _____
_____
_____
_____

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

In the event of disability or death, a Member's (or his/her Beneficiary's) entire account in the Plan shall be 100% vested, to the extent that the balance of such account has not previously been vested or forfeited.

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer that is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, and therefore, prior service with the pre-existing plan will apply for vesting purposes.

CONTRIBUTIONS

Employer Contributions

a. Calculation and Contribution Frequency

☐ Weekly ☑ Bi-Weekly

☐ Monthly ☐ Semi-Monthly

b. Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

☑ Percentage: Employer contributions will be _____3_% of the Employee's Compensation

☐ Dollar: Employer contributions will be $_____ per payroll period/per month/per year.

☐ Matching: The Employer contributions will match the Employee's pre-tax and Roth contributions to the 457 Plan (up to the amount of $_____ per payroll period/per month/per year or _____% of Compensation)

☐ Flat: The Employer will contribute the amount of $_____ per payroll period/per month/per year or _____% of Compensation on behalf of the Employee (if the Employee contributes at least $_____ to the KPERS 457 plan in a calendar year)

☐ Other: _____

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

Employee Contributions

Employees of the Participating Employer ☐ **shall** ☑ **shall not** contribute to the Plan

If Employees of the Participating Employer are required to contribute to the Plan, the mandatory employee contribution shall be _____% of compensation. **Note:** Additional forms and/or information may be required by KPERS. If Employees shall be required to make contributions to the Plan, such contributions shall be picked-up in accordance with K.S.A. 74-4919(2).

If there will be Employee Contributions in the Plan, Employees are fully vested in their individual contributions.

Contributions shall first be remitted under this Adoption Agreement as follows:

☐ Within 15 business days after the Payroll Period ending _____, _____.

☐ Other (must specify) _____.

☐ In the case of an amendment to an existing Adoption Agreement, contributions shall continue on the existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted on _____.

ROLLOVER

Rollovers from qualified plans to this Plan ☐ **are** ☑ **are not** permitted.

COMPENSATION

Compensation for purposes of the Plan shall be as defined by K.S.A. 74-4902(9).

Compensation Paid After Severance From Employment – Certain post-severance payments may be included in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the

end of the calendar year that includes a Member's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Member while the Member continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

☑ No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement" below).

☐ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Member's severance from employment; and 2) absent a severance from employment, they would have been paid to the Member while the Member continued in employment with the Participating Employer (check all that apply):

- ☐ regular compensation paid after severance from employment for services rendered prior to severance during the Member's regular working hours
- ☐ compensation paid after severance from employment for services rendered prior to severance outside the Member's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Member would have been able to use the leave if employment had continued
- ☐ Other: _____

_____

_____

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt a new Adoption Agreement and forward it to KPERS for approval. The new Adoption Agreement is not effective until approved by KPERS and other procedures required by the Plan have been implemented.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

KPERS IS THE PLAN ADMINISTRATOR

The Participating Employer hereby agrees to the provisions of the KPERS Supplemental Defined Contribution Plan Adoption Agreement and appoints KPERS as the Plan Administrator pursuant to the terms and conditions of the KPERS Supplemental Defined Contribution Plan.

ENFORCEMENT

The Participating Employer acknowledges that contributions must be submitted to KPERS in accordance with the Plan and K.S.A. 74-4920(16). The Participating Employer acknowledges that any late or missed contributions will be required to be made up, including applicable interest. In accordance with the Internal Revenue Code, should the Participating Employer fail to make its required contribution(s) when due, KPERS shall implement applicable interest charges in accordance with K.S.A. 16-204(a), and may result in KPERS deducting such amounts from any other moneys payable to such Participating Employer by any department or agency in the State of Kansas.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

EXECUTION BY PARTICIPATING EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of _____, 20___, by the _____.

Signed:_____

Printed Name:_____

Title:_____

Date of Signature:_____

KPERS' APPROVAL

The Adoption Agreement is approved by KPERS.

Dated:_____

By:_____

Title:_____
on behalf of KPERS

GILMORE & BELL, P.C.
09/29/2026

ORDINANCE NO. 26-17

OF THE
CITY OF SOUTH HUTCHINSON, KANSAS

AUTHORIZING THE ISSUANCE OF
$1,500,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2026
(WICHITA TRACTOR PROJECT)

(Published in the official city news outlet ***www.southhutchinson.gov*** on October 13, 2026)

ORDINANCE NO. 26-17

AN ORDINANCE AUTHORIZING THE CITY OF SOUTH HUTCHINSON, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2026 (WICHITA TRACTOR PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, RENOVATION, EXPANSION, FURNISHING, AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS HAS FOUND AND DETERMINED:

A. The City of South Hutchinson, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq*., as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2026 (Wichita Tractor Project) in the aggregate principal amount of $1,500,000 (the "Series 2026 Bonds"), for the purpose of paying the costs of the acquisition, construction, renovation, expansion, furnishing, and equipping of a commercial facility (the "Project") as more fully described in the Indenture and in the Project Lease authorized in this Ordinance, for lease to Tremac, LLC, a Kansas limited liability company or a related entity (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2026 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture (the "Indenture"), with a trustee acceptable to the Issuer and the Tenant (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2026 Bonds;

(ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;

(iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2026 Bonds by the Issuer to a purchaser acceptable to the Issuer and the Tenant (the "Purchaser").

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2026 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of

K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series 2026 Bonds, to be designated "City of South Hutchinson, Kansas Taxable Industrial Revenue Bonds, Series 2026 (Wichita Tractor Project)" in the aggregate principal amount of $1,500,000, for the purpose of providing funds to pay the costs of the acquisition, construction, renovation, expansion, furnishing, and equipping of the Project. The Series 2026 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2026 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2026 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2026 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series 2026 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series 2026 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The Clerk or the Deputy Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2026 Bonds, the Bond Documents and

the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. Property Tax Exemption; Payment in Lieu of Taxes. The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2026 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2026 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2026 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. Authority To Correct Errors and Omissions. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Manager, the Clerk and any Deputy Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. Further Authority. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2026 Bonds and the Bond Documents.

Section 12. Effective Date. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on October 12, 2026 and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of South Hutchinson, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

(SEAL)

_____
Clerk

EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF SOUTH HUTCHINSON, KANSAS
HELD ON OCTOBER 12, 2026

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City, at usual time, the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Councilmember _____ moved for the passage of an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF SOUTH HUTCHINSON, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2026 (WICHITA TRACTOR PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, RENOVATION, EXPANSION, FURNISHING, AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the governing body:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [_____] and was signed by the Mayor and the signature attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

* * * * * * * * * * * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of South Hutchinson, Kansas held on the date stated therein, and that the official minutes of the proceedings are on file in my office.

(SEAL)

_____
Clerk

October 5, 2026

Mr. Jeff Schenk
City of South Hutchinson
2 South Main
South Hutchinson, KS 67505

Reference: Project Name: South Hutchinson WWTP Phosphorus System
Supplemental Agreement No: 1
Original Contract Date: March 23, 2023
PEC Project No.: 237055-001

Dear Mr. Schenk:

This Supplemental Agreement between the Client and Professional Engineering Consultants, P.A. (PEC), modifies the above-mentioned Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. Material Testing Services shall be added to include (estimated at $2,875):

   a. Field and laboratory testing of soils and aggregates.
   b. Field and laboratory testing of Portland cement concrete.

2. Construction Administration Services shall be added to include:

   a. Additional labor required, including but not limited to, submittal reviews, request for information (RFI) responses, and general contractor assistance (estimated at $20,000).
   b. Four (4) milestone observation site visits and coordination during construction as designated below (estimated at $6,800). Any additional site visits for observation will be addressed by separate supplemental agreement.

      - Concrete pad pouring for the chemical storage tank and fiberglass building. If pads are poured at separate times, a separate supplemental will be issued for the additional time.
      - Chemical line pipe support installation for both the Headworks piping connections and the Final Clarifier splitter box injections. Two days of observation time are included for this work.
      - Connecting chemical lines to the Headworks piping. One day of observation is included for this work.

B. Payment Provisions:

1.	Original Contract Amount:	$ 62,300.00
2.	The contract amount will increase by this Supplemental Agreement:	$ 31,000.00
3.	The new contract amount including this Supplemental Agreement:	**$ 93,300.00**

C. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah Unruh, PE
TL | Water/Wastewater Engineering

LY:ldj

ACCEPTED: CITY OF SOUTH HUTCHINSON

By: _____

Title: _____

Date: _____

city of south hutchinson
2 south main
south hutchinson, kansas 67505
620-663-7104

City of South Hutchinson
Public Hearing Notice # P-26-0003
Proposed Conditional Use Permit

The City of South Hutchinson, KS planning commission, will hold a public hearing for the purpose of a Conditional Use Permit in **R-2 Two-Family Residential District** to allow for a shipping container to be placed in the backyard of the property that is enclosed with a fence.

Address/Parcel Number: 112 East Forest Avenue, South Hutchinson, KS 67505 / 1272503003010000

Legal Description: PARKER'S, S25, T23, R06W, LOTS 23 24 & 25 BLK 2 & N15 FT E FORREST AVE VACATED

Location and Time

The public hearing will be held on **05 of October 2026, at 6:00 pm** in the South Hutchinson City Hall Building at 2 S Main St, South Hutchinson, KS 67505.

city of south Hutchinson
2 south main
south Hutchinson, Kansas 67505
620-663-7104
fax: 620-663-7168

PUBLIC WORKS MONTHLY REPORT

From Matt Mock, Public Works Superintendent

Date: September 1, 2026 – September 30, 2026

Streets

Picked up trash along 6th, Blanchard, west Des Moines, Scott Blv.

Removed speed signs by school

Repairs on crosswalk signs at school

Planted trees at city pond

Mowed city lots, splash pad, 7th street, 3rd street, main street bike trail, community building, salt and veteran's memorial, well, towers, Pd, Fire

Did month and weekly check list

Mowed all the ditches and city property and fields

Trash picked up on Main

Replace faucet at community build kitchen

Burned brush pile

Put picknick table at gazebo at city pond

Hung Crime Stopper signs

Hung new stop signs at 1st and Main

Helped rod swear lines

Watered trees at PD City Hall and Park

city of south Hutchinson
2 south main
south Hutchinson, Kansas 67505
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New sign at 5th and Elm

Helped with cleaning out Grit king

Picked up 75 tons of salt

Trimmed trees up around shop

Water

Weekly checks and inspections completed.

One call utility locates.

Water residuals.

Ran the sweeper for 3 days and had training with Kasie

Cleaned shops

Repair service line or setter at 317 East A, 14 Truman, 404 East E, 22 North Main

Red Tag shut offs

Sprayed weeds at Ball fields, public works, community building, PD, fire dept, splash pad, wastewater plant, wells, towers

Fixed hydraulic leak on Vactor and changed Hydraulic fluid

Flushed dead ends

Kasie changed battery on 506 PD Car

Repair lift cylinder on bobcat

Well 5 changed water hose

Help Street department with new signs at 1st and Main

Looked and dug for water line on west Blanchard for New service

Changed out radio to meters at 406 E A, 20 Marshal, 901 S Poplar

Cut holes in new meter pit lids

city of south Hutchinson
2 south main
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Jump started Pd 506

Repaired 928D grasshopper mower

Re read Meter List

Well #4 add coolant to generator

Cut off service to 124 West D

Locate water line on 6th street for new service

Cleaned up cold storage building

Wastewater

Daily and weekly inspections

One call utility locates.

Monthly KDHE state test collected and sent for analysis (2 to SDK Lab)

Cleaned clarifiers and UV bulbs/channels.

Called and checked lift station phones.

Changed out UV ballast

KDHE DMR report

Cleaned lift stations

Clean polymer room

Ran waster daily

Mowed wastewater plant

Let Dig Rite and Nisly in to dump wastewater

Painted Blower tubs green (Freshen them up to look better)

Pressed sludge

Michael had class10/10/26 and 10/11/26 and passed his Class 2 certification in wastewater

city of south Hutchinson
2 south main
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Rodded and clean 2031 ft of swear lines

Training for Justin

Helped with sign at 5th and Elm

Changed battery in wastewater truck

Washed and detailed service truck

Help trim trees around shop

Picked trash out of ditch at ballfields

Training on water samples

Helped plant trees at city pond

Cross trained on chlorine bottle changing

Helped with Flood water control

Cleaned out Grit King

Locates

Project coming up.

Cleaning of culverts

Concrete work on Main Street

Trimming trees in alley ways and streets

Finishing Painting of blower pipes

New water line on 6th street

Culvert repairs at 5th and walnut

city of south Hutchinson
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620-663-7104
fax: 620-663-7168

city of south Hutchinson
Fire

20 East Blanchard
south Hutchinson, Kansas 67505
620-663-7104
fax: 620-663-7168

September 2026 activity report

. Attended Reno County Chiefs meeting

. Patriots' Day tour of our station by Grade school

. Met with Reno County Emergency Mgt, Reno County Fire Dist.1 and Hutchinson FD Fire Chief

. Fire Extinguisher training for Mennonite Friendship staff

. Quarterly training at HFD training grounds over search/rescue and ventilation

. Started hydrant testing

. Annual SCBA testing

. Aerial ops training

INCIDENTS FOR THE MONTH OF SEPTEMBER					
911 Hangup	4	Drug Activity	0	Search Warrant	0
Accident	4	DUI	0	Sex Offense - Adult	0
Accident H&R	0	FI	5	Sex Offense - Juvenile	0
Accident Injury	3	Forgery	0	Shooting	1
ADULT SEX OFFENSE - PAST	1	Found Property	3	Stolen Vehicle	0
		Funeral Escort	1	STRUCTURE FIRE	0
Alarm Burg	0	Gunshots in Area	2	Suicidal Subject	0
Alarm Panic	0	Injury MVA	0	Suspicious Activity	0
Alcohol Violation	0	Harassment	0	SUSPICIOUS ACTIVITY-PAST	2
Animal Bite/Scratch	0	Injury MVA - Entrapment	1		
Animal Complaint	3	Jail Transport	0	Suspicious Event	7
Armed Person	0	Juvenile Complaint	2	Theft	1
Assist LE	1	JUVENILE SEX OFFENSE-PAST	0	THEFT-PAST	3
Battery	0			Threats	0
Building Check	0	Lost Property	0	THREATS-PAST	0
Burglary	1	Medical	0	Traffic Complaint	4
Burglary - Auto	0	Mental Subject	2	Traffic Control	0
Card-Respiratory Arrest/Death	3	Miscellaneous	7	Traffic Hazard	1
		Missing Person	1	Traffic Stop	49
Civil Matter	0	Mutual Aid / Assist	1	Trash Dumping	0
Civil Process	10	Noise Complaint	0	Trespass	1
Community Engagement	0	NOISE COMPLAINT-PAST	0	TROUBLE W/ SUBJECT - PAST	1
Custody Dispute	0				
Damage to Property/Vandalism	2	Open Door-Window	0	Trouble w/Subject	7
		Overdose	1	Unknown	9
Deceased Person	0	Parking Complaint	0	Warrant Service	5
Disabled Vehicle	3	PFA-Restraining Order	2	Welfare Check	11
Disturbance	12	Public Assist	7	**TOTAL:**	**188**
DISTURBANCE-PAST	0	Runaway	2		

Notes: