

**SPRING HILL CITY COUNCIL  
REGULAR MEETING  
AGENDA  
THURSDAY, JUNE 9, 2016  
7:00 P.M.  
SPRING HILL CIVIC CENTER  
401 N. MADISON – ROOM 15**

**CALL TO ORDER**

**INVOCATION** Pastor Janice Hawley, Hillside Community Lutheran Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**CITIZEN PARTICIPATION**

**CONSENT AGENDA:**

The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

1. Approval of Minutes: May 26, 2016
2. Resolution of intent to finance certain equipment
3. Consider Approval of Agreement for plan review services: Board of County Commissioners of Johnson County, Kansas

**FORMAL COUNCIL ACTION**

4. Appropriation Order 2016-06-09
5. Consider Approval of Bid: Street and Sidewalk Improvements, Kansas Heavy Construction, LLC
6. Consider Approval of Contract: Stantec Consulting Services, Inc.

**EXECUTIVE SESSION**

Consideration of motion to recess into executive session under the Attorney-Client Privilege Exception to the Kansas Open Meetings Act.

**PRESENTATION:** Cemetery Report, Mrs. Helen Hecke

**DISCUSSION**

7. 2017 Budget and Capital Improvement Program

**ANNOUNCEMENTS and REPORTS**

**ADJOURN**

**City of Spring Hill, Kansas  
Minutes of City Council Regular Session  
May 26, 2016**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on May 26, 2016. The meeting convened at 7:00 p.m. with Mayor Ellis presiding, and Dora Davison, Public Works Administrative Assistant, recording.

Councilmembers in attendance: Chris Leaton  
Floyd Koder  
Chad Eckert  
Andrea Hughes

Councilmembers absent: Clint Gillis

Staff in attendance: City Administrator Jonathan Roberts  
Police Chief Richard Mann  
Finance Director Melanie Landis  
Community Development Director Jim Hendershot

Consultants in attendance: City Attorney Frank Jenkins

**ROLL CALL**

Ms. Davison called the roll of the City Council. With a quorum present, the meeting commenced.

**APPROVAL OF THE AGENDA**

The Mayor requested to delete the Item 21. Consider Approval of Bowery Subdivision Excise Tax Waiver and requested that Item 22. 2017-2021 Capital Improvement Program Discussion be moved to the June 9 meeting. He asked that this item be accompanied by a discussion on regular reviews of goals and progress.

**Motion by** Leaton, seconded by Eckert, to approve the agenda as revised. Motion carried 4-0-0

**CITIZEN PARTICIPATION:**

There was no citizen participation.

**CONSENT AGENDA:**

**Motion by** Leaton, seconded by Eckert, to approve the Consent Agenda as presented.

1. **Approval of Minutes: May 12, 2016**
2. **Appropriation Order 2016-05-26**
3. **Consider Approval of Special Event: Fishing Derby, Spring Hill Recreation Commission**
4. **Consider Approval of Special Event: Family Camping Night, Spring Hill Recreation Commission**
5. **Consider Approval of Job Description: Project Coordinator**
6. **Consider Approval of Application: 2017 Community Development Block Grant, Johnson County, Kansas**
7. **Consider Approval of Contract: Federal Fund Exchange**
8. **Consider Approval of Agreement: Verizon GSA Funding Agreement**
9. **Consider Approval of Agreement: Right to Access Office 365 (Microsoft Exchange), LiftOff, LLC**
10. **Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0001, Trieb's T-Town Fireworks, LLC, 18781 US 169 Hwy, Steve Trieb**
11. **Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0002, Jakes Fireworks, Inc., 22362 S. Harrison, Karen Spielbusch**

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION  
AND ARE NOT OFFICIAL MINUTES  
UNTIL APPROVED BY THE SPRING HILL CITY COUNCIL

12. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0003, Pyro Papa's at 199<sup>th</sup> & 169 Hwy/20020 Webster Street, Carol Lang
13. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0004, Eddie's Discount Fireworks, LLC, 22200 S. Webster, Adam Shay
14. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0005, PyroCrew Fireworks, LLC, 21936 S. Webster (220<sup>th</sup> & Webster), Steve Sherwood
15. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0006, 20501 Lone Elm Road (Lone Elm & US 169 Hwy), Dale Shay
16. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0007, Fireworks Mania, LLC, NE corner of 169 Hwy & 191<sup>st</sup> St., Mark Stenberg
17. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0008, 20651 W. 191<sup>st</sup> St. (SE corner of 169 Hwy & 191<sup>st</sup> St.), Mark Stenberg

Motion carried 4-0-0.

#### FORMAL COUNCIL ACTION

**18. Ordinance No. 2016-06: Consider Approval of Vacation of Easement**

The Community Development Director presented the resolution to vacate the western 10 feet of the 20 foot utility easement along the east property line of Lot 1, Block 6 Prairie Ridge Subdivision. Ridge Development, LLC requested that the easement be vacated to accommodate a larger home to be constructed on the lot.

Mr. Hendershot reported that sewer, water, electric, and phone providers confirmed that these utilities are already installed and there are no plans at this time to utilize the proposed 10-foot vacancy.

Mr. Koder asked if the installation of fiber in the future would be plausible with the vacation of the easement. Mr. Hendershot assured him that there is no foreseeable issue to prevent additional utilities from being accessible.

Staff recommended approval of the ordinance.

**Motion by** Leaton, seconded by Eckert, to approve Ordinance No. 2016-06. Motion carried by roll of the Governing Body 4-0-0. Koder-yea, Hughes-yea, Leaton-yea, Ellis-yea.

**19. Resolution No. 2016-R-13: Range of Salaries of Various City Employees and Officers**

The City Administrator presented a Resolution providing for the range of salaries of various City officers and employees of the City of Spring Hill, Kansas pursuant to Section 1-401 of the Spring Hill Municipal Code. This resolution is being presented due to the addition of the Project Coordinator position.

**Motion by** Leaton, seconded by Eckert, to adopt Resolution No. 2016-R-13. Motion carried 4-0-0.

**20. Consider Approval of Agreement: Manahan Consulting, LLC**

The Finance Director presented the agreement with Manahan Consulting to assist staff in drafting a Request for Proposals (RFP) for a new public sector enterprise resource planning (ERP) software program. Ms. Landis reported that a new ERP program could benefit the City by providing general ledger, payroll, accounts payable, permits, utility billing and court functions, as well as providing additional functionality for work order tracking, employee self-service, fixed asset tracking, purchasing, and inventory tracking.

Preparing an RFP for an ER requires many specific technical details and can be a very involved process, Ms. Landis explained. Under the proposed agreement, Manahan Consulting, which specializes in this process, would assist City staff in drafting an RFP that adequately communicates the City's needs to potential vendors. The proposed agreement retains Manahan Consulting on a time and materials basis with an estimate of \$7,000 plus travel expenses.

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION  
AND ARE NOT OFFICIAL MINUTES  
UNTIL APPROVED BY THE SPRING HILL CITY COUNCIL

Staff recommended approval of the consulting agreement.

**Motion by** Leaton, seconded by Eckert, to approve the agreement with Manahan Consulting, LLC. Motion carried 4-0-0.

**REPORTS**

Councilman Chad Eckert announced his resignation from the City Council. Mr. Eckert stated that he will be moving to Hutchinson, KS and will therefore be unable to fulfill his term. Mayor Ellis and Mr. Leaton wished Mr. Eckert well in his new undertaking.

**ADJOURN**

Motion by Koder, seconded by Leaton, to adjourn.

The meeting adjourned at 7:23 p.m.

Approved by the Governing Body on \_\_\_\_\_.

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Dora Davison  
Public Works Administrative Assistant

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: JUNE 9, 2016  
DATE: MAY 24, 2016

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**Formal Action:** Resolution of intent to finance certain equipment

**Background/Analysis:** When purchasing equipment, leasing is a viable option when cash is not readily available. The proposed resolution would allow the City to purchase the equipment prior to having the lease details worked out. The City has used a lease process with local banks the last several years and has had great success with low interest rates and would expect the same to continue with the proposed process.

Equipment to be funded include:

|                    |          |
|--------------------|----------|
| (1) Asphalt Planer | \$15,000 |
| (1) Street Roller  | \$30,000 |

The request for replacement of equipment is in coordination of the vehicle and equipment replacement program.

An additional resolution for software budgeted for 2016 purchase will be added to a future agenda.

**Alternatives:**

1. Approve a resolution of intent to finance certain equipment with the issuance of federally tax-exempt debt.
2. Deny a resolution of intent to finance certain equipment with the issuance of federally tax-exempt debt.
3. Table acceptance of bids.

**Legal Review:** The resolution was reviewed by Kutak Rock and City Attorney, Frank Jenkins.

**Funding Review or Budgetary Impact:** Principal and interest payments will be paid from the appropriate budgeted funds for all proposed equipment.

**Recommendation:** Approval of Resolution 2016-R-15 of intent to finance certain equipment with the issuance of federally tax-exempt debt.

**Attachments:**

1. Resolution 2016-R-15
2. Return on Investment – Asphalt planer
3. Return on Investment – Street Roller

**RESOLUTION NO. 2016-R-15**

A RESOLUTION OF INTENT OF THE CITY OF SPRING HILL, KANSAS, TO FINANCE CERTAIN EQUIPMENT WITH THE ISSUANCE OF FEDERALLY TAX-EXEMPT DEBT.

WHEREAS, the Internal Revenue Service has issued Section 1.103-18 of the Treasury Regulations (the "Reimbursement Regulations") which prescribe procedures applicable to the City of Spring Hill, Kansas (the "City"), for issuing bonds or other tax-exempt obligations, all or a portion of the proceeds of which are to be used to reimburse the City for expenditures made by the City before the date such obligations are issued; and

WHEREAS, the Reimbursement Regulations generally require the City to make a declaration of official intent to reimburse itself for previous expenditures out of the proceeds of subsequently issued bonds or other tax-exempt borrowing, that the borrowing occur and the reimbursement be made within a specified period of time after the payment of the expenditure or after the equipment in question is placed in service, and that a reimbursed expenditure be a capital expenditure; and

WHEREAS, the Governing Body of the City has determined it is necessary and desirable to acquire the following items of equipment (collectively, the "Equipment"): one asphalt planer at an estimated cost of \$15,000 and one street roller at an estimated cost of \$30,000.

WHEREAS, the City anticipates using bonds, notes or other tax-exempt obligations to finance all or a portion of the cost of the Equipment;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS, AS FOLLOWS:

**Section 1.** In order to comply with the requirement of the Reimbursement Regulations concerning declarations of official intent to reimburse the City for previously paid Equipment expenditures from the proceeds of subsequently issued debt, the Governing Body of the City hereby indicates its intent to reimburse the City with the proceeds of bonds, notes or other obligations of the City, the interest on which is expected to be exempt from federal income taxation, for costs of the Equipment in an amount not to exceed \$45,000.

**Section 2.** This resolution shall be in full force and effect from and after its adoption.

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ADOPTED by vote of the Governing Body of the City of Spring Hill, Kansas, on \_\_\_\_\_, 2016.

CITY OF SPRING HILL, KANSAS

(Seal)

\_\_\_\_\_  
Steven M. Ellis, Mayor

ATTEST:

\_\_\_\_\_  
Glenda Gerrity, City Clerk



# Memo

To: City Council  
From: Trent Wempe, Street Superintendent  
Date: May 2016  
Re: ROI Asphalt Planer

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To properly repair potholes, the asphalt needs to be removed in the area surrounding the pothole. This machine provides the ability to mill out asphalt anywhere from 1" to 8" in preparation for the repair. Renting a planer is an option but not cost efficient. Department staff could easily utilize the machine six months each year. With the monthly rental cost of \$2,595.00 the annual rental cost would be \$15,570.00. When compared to the purchase price of \$14,850 the return on investment is less than one year.

By purchasing the machine, the department will have the equipment needed to properly repair potholes without requiring delays for rental pickup and return and save on future year's rental expense.



# Memo

To: City Council  
From: Trent Wempe, Street Superintendent  
Date: May 2016  
Re: ROI Street Roller

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Street repairs require specialized equipment to properly complete the work in an efficient and safe manner and assure quality work that will stand the test of time and traffic. One such piece of equipment is a street roller. Renting a street roller is an option but not cost efficient at \$2,100.00 per month. Street department personnel could easily use the machine six months per year for an annual rental cost of \$12,600.00. When compared to the purchase price of \$29,700.00 the return on investment is approximately 2.3 years.

By purchasing the machine crews will have the equipment needed to properly complete street repairs without delays for rental pickup and return and would not be subject to availability of the machine from rental dealers.

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JUNE 9, 2016

DATE: JUNE 2, 2016

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**Consent:** Agreement for Plan Review Services, Johnson County & City of Spring Hill

**Issue:** Agreement with Johnson County Department of Planning and Zoning, Building Code Division for plan review services for the Blackhawk Apartment complex.

**Background:** Plan review for projects is a vital step in the construction of safe and code compliant buildings within a jurisdiction. Occasionally a project is proposed that falls outside the range of expertise of current staff for plan review. One such project is the 7 building, 228 unit apartment complex known as Blackhawk Apartments. Staff has contacted Johnson County Building Code Division and asked for assistance with the plan review for this project. A similar agreement was executed for the plan review for Wolf Creek Elementary School.

**Analysis:** Johnson County Building Codes Division has the staff and expertise to complete the plan review for this project in a timely manner and professional manner. The fee of \$3,700.00 is based on 50% of the Spring Hill plan review fee and is reasonable for both parties.

**Alternatives:**

1. Approval of Agreement
2. Denial of Agreement
3. Table pending further review

**Legal Review:** City Attorney Frank Jenkins working with legal counsel from Johnson County has reviewed and approved the proposed contract.

**Funding Review or Budgetary Impact:** This recommendation is being presented in accordance with Section 1.01.C.1 of the Spring Hill Purchasing Policy.

**Recommendation:** Staff recommends approval of the Agreement for Plan Review Services with Johnson County Building Codes Division for the Blackhawk Apartment project in the amount of \$3,700.00.

**Attachments:** Agreement for Plan Services

## AGREEMENT FOR PLAN REVIEW SERVICES

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Board of County Commissioners of Johnson County, Kansas (“County”) and the City of Spring Hill, Kansas (“City”).

### Recitals

A. The City desires to obtain certain plan review services from the County in connection with the City’s enforcement of its building codes (“Services”) for the Blackhawk Apartment project.

B. The County, through the Department of Planning and Zoning, Building Code Division, has the ability to provide the requested Services to the City and is willing to do so according to the terms and conditions of this Agreement.

C. The cooperative effort between the County and the City will benefit the residents of Johnson County, in general, and the residents of Spring Hill, in particular.

D. For the public benefit, the City and the County hereby desire to enter into this Agreement regarding the Services.

### Agreement

1. The City and the County agree that from and after the effective date of this Agreement, the County shall provide plan review Services for the City including building plan review and interpretation of City building codes for the Blackhawk Apartment project.
2. The County agrees that it shall provide the Services through County employees who shall remain County employees, and not City employees, while providing the Services. The County agrees that the City will not be responsible for any compensation or benefits, including worker’s compensation, unless otherwise specified in the terms of this Agreement.
3. The County agrees to provide the Services in a timely manner and without unreasonable delay. However, the parties acknowledge that from time-to-time scheduling conflicts may arise between the duties to be performed by County employees for County-related matters and that the County’s employees shall not be required to perform the Services if doing so would hinder or prevent performance of their duties to the County. The County agrees to provide notice by phone and/or email to the Planning Director and Building Official as soon as practicable of a conflict that would take priority of County employees from providing the Services to the City. The City agrees to provide, within a

reasonable amount of time, notice to the County if the contact information for these positions changes.

For providing notice under this paragraph 3, the following persons shall serve as contacts:

Dean Palos  
Director of Planning, Development and Codes  
111 South Cherry Street, Suite 3500  
Olathe, KS 66061  
(913) 715-2209

Jim Hendershot  
Planning and Development Coordinator  
City of Spring Hill  
P.O. Box 424  
Spring Hill, KS 66083  
(913) 592-3664

4. Notices governing the administration of this Agreement shall be deemed duly given upon hand-delivery, or upon mailing, first class or overnight delivery charge pre-paid, or upon emailing, addressed as below indicated.

If to the City:                      City of Spring Hill, Kansas  
401 North Madison Street  
P.O. Box 424  
Spring Hill, KS 66083  
Attn: Glenda Gerrity, City Clerk  
(913) 592-3664  
Email: [gerrityg@springhillks.gov](mailto:gerrityg@springhillks.gov)

If to County:                      Board of County Commissioners of Johnson County  
111 South Cherry Street, Suite 3500  
Olathe, KS 66061  
Attn: Dean Palos, Director of Planning Development and  
Codes  
(913) 715-2209  
Email: [Dean.Palos@jocogov.org](mailto:Dean.Palos@jocogov.org)

5. The term of this Agreement shall commence as of June 15, 2016, and continue until plan review acceptance by the City. The City shall pay the County a fee of \$3,700.00 based on 50% of the plan review fee of the project after review and acceptance of the fees by the Johnson County Building Official. The parties also agree that if County personnel are involved in any litigation, administrative inquiry, or other proceedings arising out of the services provided under this Agreement, that the City will reimburse the County for all County personnel time.

6. The City shall remit payment to the County within thirty (30) days from the date of the receipt of the County invoice. No deduction shall be allowed for the City's failure or inability to collect payment for Services from the Developer.
7. The City agrees to and shall defend, indemnify and hold harmless the County from and against any claims by third parties arising out of the performance of the services contemplated by this Agreement. Nothing in this Agreement shall be construed as a waiver by either party of any limitation of liability or protection by the Kansas Tort Claims Act against claims by such third parties.
8. The County agrees to coordinate the plan review with the City and other applicable agencies, such as but not limited to, Johnson County Fire District No. 2 so as to ensure that appropriate building regulations are complied with as may be required by these agencies.
9. Should there arise a conflict of interpretation or other professional disagreement between the City and the County on any building code related issue, the parties agree that the City shall provide the final decision, through its processes and procedures as outlined and provided for in City Code, Unified Development Code, and other applicable ordinances, resolutions, or policies. The County further agrees that review and approval by the Board of County Commissioners shall not be necessary on any City building code issue where the County would not normally have jurisdiction.
10. This Agreement shall remain in effect unless terminated, in writing, by either party. However, absent an uncured breach of this Agreement, the County shall use reasonable efforts to give the City not less than thirty days notice of such termination to allow the City to replace the County or find some other method to provide the Services contemplated by this Agreement. The City agrees to provide thirty (30) days notice to the County if the City decides to terminate the Agreement and proceed with other arrangements to provide the Services under the Agreement.

IN WITNESS WHEREOF, City and the County have executed this Agreement effective as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

CITY OF SPRING HILL, KANSAS

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Ed Eilert, Chairman

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Steven M. Ellis, Mayor

Attest:

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Clerk to the Board

Approved as to Form:

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Robert A. Ford

Attest:

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Glenda Gerrity, City Clerk

Approved as to Form:

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Frank H. Jenkins, Jr., City Attorney

# CITY OF SPRING HILL, KANSAS

## APPROPRIATION ORDER

NUMBER 2016-06-09

PRESENTED: June 9, 2016

**Be it ordered by the Governing Body of the City of Spring Hill that the above dated order is and shall be approved and all claims honored and paid by the City Clerk.**

### **Section 1:**

Claims paid prior to approval of the City Council as authorized by Ordinance 2001-08:

|                   |              |
|-------------------|--------------|
| Accounts Payable: | \$111,133.30 |
| Payroll:          | \$61,546.42  |
|                   | \$172,679.72 |

### **Section 2:**

Claims presented for approval of payment:

|                   |        |
|-------------------|--------|
| Accounts Payable: | <hr/>  |
|                   | \$0.00 |

**Total amount of the Appropriation Order: \$172,679.72**

| INVOICE NO | DATE      | VENDOR/DESCRIPTION                                    | GL ACCT #  | AMOUNT      | CK #    | CK DATE     |
|------------|-----------|---|------------|-------------|---------|-------------|
| 1221       | 5/17/2016 | 5 STAR PUMP & CONTROL<br>EQUIPMENT MAINTENANCE        | 25-15-7670 | \$ 375.00   | 78081   | 6/2/2016    |
| 1222       | 5/17/2016 | EQUIPMENT MAINTENANCE                                 | 25-15-7670 | \$ 1,350.00 | 78081   | 6/2/2016    |
| 1226       | 5/18/2016 | EQUIPMENT MAINTENANCE                                 | 25-15-7670 | \$ 519.37   | 78081   | 6/2/2016    |
|            |           | 5 STAR PUMP & CONTROL                                 |            | \$ 2,244.37 |         |             |
|            |           | AETNA   |            |             |         |             |
| PR20160520 | 5/20/2016 | AETNA-457 PLAN  | 01-00-2035 | \$ 257.50   | 1283335 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | AETNA-457 PLAN  | 01-18-5120 | \$ 40.00    | 1283335 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | AETNA-457 PLAN  | 20-00-2035 | \$ 30.00    | 1283335 | 5/27/2016 E |
|            |           | AETNA   |            | \$ 327.50   |         |             |
| BT000902   | 2/9/2016  | ALEXANDER OPEN SYSTEMS<br>CONSULTING SERVICES         | 01-11-7720 | \$ 834.00   | 216387  | 5/24/2016   |
|            |           | ALEXANDER OPEN SYSTEMS                                |            | \$ 834.00   |         |             |
| 43520      | 5/3/2016  | ALL-CITY MANAGEMENT<br>CROSSING GUARD SERVICE         | 01-05-7742 | \$ 1,049.40 | 216388  | 5/24/2016   |
|            |           | ALL-CITY MANAGEMENT                                   |            | \$ 1,049.40 |         |             |
| 58887      | 4/28/2016 | AMERICAN EQUIPMENT CO.<br>EQUIPMENT MAINTENANCE       | 20-14-7670 | \$ 167.31   | 216389  | 5/24/2016   |
|            |           | AMERICAN EQUIPMENT CO.                                |            | \$ 167.31   |         |             |
| 130442     | 5/3/2016  | ASPHALT SALES COMPANY INC<br>STREET MATERIALS         | 10-02-6330 | \$ 92.65    | 216390  | 5/24/2016   |
|            |           | ASPHALT SALES COMPANY IN                              |            | \$ 92.65    |         |             |
| 10679902   | 5/16/2016 | BATTERIES PLUS<br>EQUIPMENT MAINTENANCE               | 01-05-7670 | \$ 46.95    | 78082   | 6/2/2016    |
|            |           | BATTERIES PLUS  |            | \$ 46.95    |         |             |
| 448        | 5/10/2016 | BOTTARO, MOREFIELD, KUBIN<br>LEGAL SERVICES           | 01-09-7710 | \$ 2,625.50 | 78083   | 6/2/2016    |
|            |           | BOTTARO, MOREFIELD, KUBI                              |            | \$ 2,625.50 |         |             |
| 35082654   | 5/4/2016  | CARTER WATERS CONSTRUCTIO<br>HAND EQUIPMENT AND TOOLS | 01-02-6360 | \$ 119.46   | 78084   | 6/2/2016    |
| 35082654   | 5/4/2016  | STREET MATERIALS                                      | 10-02-6330 | \$ 13.65    | 78084   | 6/2/2016    |
|            |           | CARTER WATERS CONSTRUCTI                              |            | \$ 133.11   |         |             |
| 160106     | 6/1/2016  | CCMFOA OF KANSAS<br>MEMBERSHIP DUES                   | 01-08-7630 | \$ 50.00    | 78085   | 6/2/2016    |
|            |           | CCMFOA OF KANSAS                                      |            | \$ 50.00    |         |             |

| INVOICE NO | DATE      | VENDOR/DESCRIPTION                               | GL ACCT #  | AMOUNT      | CK #   | CK DATE   |
|------------|-----------|--|------------|-------------|--------|-----------|
| 499873     | 5/6/2016  | CHAMPION BRANDS, LLC<br>EQUIPMENT MAINTENANCE    | 01-02-7670 | \$ 390.98   | 216391 | 5/24/2016 |
| 499874     | 5/6/2016  | EQUIPMENT MAINTENANCE                            | 01-03-7670 | \$ 125.67   | 216391 | 5/24/2016 |
|            |           | CHAMPION BRANDS, LLC                             |            | \$ 516.65   |        |           |
| 5005108558 | 5/23/2016 | CINTAS FIRST AID & SAFETY<br>FIRST AID SUPPLIES  | 01-02-6090 | \$ 102.06   | 78086  | 6/2/2016  |
| 5005108558 | 5/23/2016 | FIRST AID SUPPLIES                               | 20-14-6090 | \$ 37.36    | 78086  | 6/2/2016  |
| 5005108558 | 5/23/2016 | FIRST AID SUPPLIES                               | 25-15-6090 | \$ 37.36    | 78086  | 6/2/2016  |
|            |           | CINTAS FIRST AID & SAFET                         |            | \$ 176.78   |        |           |
| 16-654     | 5/12/2016 | CITY ATTORNEYS ASSOC OF K<br>TRAINING & SEMINARS | 01-01-7640 | \$ 65.00    | 78087  | 6/2/2016  |
|            |           | CITY ATTORNEYS ASSOC OF                          |            | \$ 65.00    |        |           |
| 161504     | 4/15/2016 | CITY OF SPRING HILL<br>REFUSE                    | 01-02-7628 | \$ 106.49   | 78088  | 6/2/2016  |
| 161504     | 4/15/2016 | REFUSE   | 01-04-7628 | \$ 94.48    | 78088  | 6/2/2016  |
| 161504     | 4/15/2016 | REFUSE   | 01-17-7628 | \$ 188.96   | 78088  | 6/2/2016  |
| 161504     | 4/15/2016 | REFUSE   | 20-14-7628 | \$ 58.44    | 78088  | 6/2/2016  |
| 161504     | 4/15/2016 | REFUSE   | 01-05-7628 | \$ 82.46    | 78088  | 6/2/2016  |
| 161504     | 4/15/2016 | REFUSE   | 01-12-7628 | \$ 139.25   | 78088  | 6/2/2016  |
|            |           | CITY OF SPRING HILL                              |            | \$ 670.08   |        |           |
| 16-11021   | 5/13/2016 | COMFORT DESIGNS HEATING<br>EQUIPMENT MAINTENANCE | 25-15-7670 | \$ 6,200.00 | 78089  | 6/2/2016  |
|            |           | COMFORT DESIGNS HEATING                          |            | \$ 6,200.00 |        |           |
| 38685      | 5/12/2016 | DIGITAL CONNECTIONS INC<br>EQUIPMENT MAINTENANCE | 01-09-6130 | \$ 591.26   | 78090  | 6/2/2016  |
| 38685      | 5/12/2016 | EQUIPMENT MAINTENANCE                            | 01-13-6110 | \$ 88.25    | 78090  | 6/2/2016  |
| 38685      | 5/12/2016 | EQUIPMENT MAINTENANCE                            | 01-05-7670 | \$ 182.66   | 78090  | 6/2/2016  |
|            |           | DIGITAL CONNECTIONS INC                          |            | \$ 862.17   |        |           |
| 5041662942 | 5/4/2016  | E EDWARDS WORK WEAR<br>JEANS - FORD              | 01-03-7680 | \$ 59.38    | 216392 | 5/24/2016 |
| 5041662942 | 5/4/2016  | JEANS - COOK                                     | 01-03-7680 | \$ 59.38    | 216392 | 5/24/2016 |
| 5041662942 | 5/4/2016  | JEANS - HEIMAN                                   | 20-14-7680 | \$ 118.76   | 216392 | 5/24/2016 |
| 5041662942 | 5/4/2016  | JEANS - BOYER                                    | 25-15-7680 | \$ 53.98    | 216392 | 5/24/2016 |
|            |           | E EDWARDS WORK WEAR                              |            | \$ 291.50   |        |           |
| 033122A    | 5/6/2016  | EDWARDS CHEMICALS, INC.<br>POOL CHEMICALS        | 01-12-6130 | \$ 190.50   | 78091  | 6/2/2016  |
|            |           | EDWARDS CHEMICALS, INC.                          |            | \$ 190.50   |        |           |
| 161005     | 5/10/2016 | GLEND A GERRITY<br>TRAVEL REIMBURSEMENTS         | 01-08-6050 | \$ 200.52   | 78092  | 6/2/2016  |
|            |           | GLEND A GERRITY                                  |            | \$ 200.52   |        |           |

| INVOICE NO | DATE      | VENDOR/DESCRIPTION                         | GL ACCT #  | AMOUNT                | CK #    | CK DATE     |
|------------|-----------|--|------------|-----------------------|---------|-------------|
| 51415      | 5/13/2016 | H.E.R.S. INC<br>EQUIPMENT MAINTENANCE      | 01-02-7670 | \$ 117.63             | 78093   | 6/2/2016    |
| 51437      | 5/18/2016 | EQUIPMENT MAINTENANCE                      | 01-02-7670 | \$ 8.82               | 78093   | 6/2/2016    |
|            |           | H.E.R.S. INC                               |            | -----<br>\$ 126.45    |         |             |
| 2563       | 5/15/2016 | HALLIE MCARTHUR<br>DEPOSIT REFUND          | 01-00-2050 | \$ 75.00              | 78094   | 6/2/2016    |
|            |           | HALLIE MCARTHUR                            |            | -----<br>\$ 75.00     |         |             |
| 163004     | 4/30/2016 | INTEGRITY LOCATING<br>CONTRACTUAL SERVICES | 20-14-7740 | \$ 946.67             | 216393  | 5/24/2016   |
| 163004     | 4/30/2016 | CONTRACTUAL SERVICES                       | 25-15-7740 | \$ 946.67             | 216393  | 5/24/2016   |
| 163004     | 4/30/2016 | PROFESSIONAL SERVICES                      | 01-02-7740 | \$ 946.66             | 216393  | 5/24/2016   |
|            |           | INTEGRITY LOCATING                         |            | -----<br>\$ 2,840.00  |         |             |
| PR20160520 | 5/20/2016 | INTERNAL REVENUE SERVICE<br>FED/FICA TAX   | 01-00-2020 | \$ 18,932.22          | 1283334 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | FED/FICA TAX                               | 20-00-2020 | \$ 1,141.25           | 1283334 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | FED/FICA TAX                               | 25-00-2020 | \$ 1,535.41           | 1283334 | 5/27/2016 E |
|            |           | INTERNAL REVENUE SERVICE                   |            | -----<br>\$ 21,608.88 |         |             |
| 72521      | 5/20/2016 | ITALK TELECONTRACTING<br>PHONE TRAINING    | 01-09-7740 | \$ 765.00             | 78095   | 6/2/2016    |
|            |           | ITALK TELECONTRACTING                      |            | -----<br>\$ 765.00    |         |             |
| 2550       | 5/5/2016  | JACK SMITH<br>DEPOSIT REFUND               | 01-00-2050 | \$ 75.00              | 78096   | 6/2/2016    |
|            |           | JACK SMITH                                 |            | -----<br>\$ 75.00     |         |             |
| 2602       | 5/8/2016  | JOLENE MOORE<br>DEPOSIT REFUND             | 01-00-2050 | \$ 100.00             | 78097   | 6/2/2016    |
|            |           | JOLENE MOORE                               |            | -----<br>\$ 100.00    |         |             |
| 2596       | 5/7/2016  | JOSHUA REYNOLDS<br>DEPOSIT REFUND          | 01-00-2050 | \$ 75.00              | 78098   | 6/2/2016    |
|            |           | JOSHUA REYNOLDS                            |            | -----<br>\$ 75.00     |         |             |
| 35827      | 5/13/2016 | KANSAS JUDICIAL COUNCIL<br>SUBSCRIPTIONS   | 01-05-7630 | \$ 85.00              | 78099   | 6/2/2016    |
|            |           | KANSAS JUDICIAL COUNCIL                    |            | -----<br>\$ 85.00     |         |             |
| PR20160520 | 5/20/2016 | KANSAS PAYMENT CNTR<br>CHILD SUPPORT 1     | 01-00-2040 | \$ 158.31             | 78080   | 5/27/2016   |
|            |           | KANSAS PAYMENT CNTR                        |            | -----<br>\$ 158.31    |         |             |

| INVOICE NO | DATE      | VENDOR/DESCRIPTION                  | GL ACCT #  | AMOUNT      | CK #    | CK DATE     |
|------------|-----------|-------------------------------------|------------|-------------|---------|-------------|
| 2639       | 5/6/2016  | KATHLEEN DYKES<br>DEPOSIT REFUND    | 01-00-2050 | \$ 75.00    | 78100   | 6/2/2016    |
|            |           | KATHLEEN DYKES                      |            | \$ 75.00    |         |             |
| 2480       | 5/21/2016 | KEVIN LUTZ<br>DEPOSIT REFUND        | 01-00-2050 | \$ 75.00    | 78101   | 6/2/2016    |
|            |           | KEVIN LUTZ                          |            | \$ 75.00    |         |             |
| PR20160520 | 5/20/2016 | KP&F<br>KP&F                        | 01-00-2030 | \$ 6,643.40 | 1283336 | 5/27/2016 E |
|            |           | KP&F                                |            | \$ 6,643.40 |         |             |
| PR20160520 | 5/20/2016 | KPERS<br>KPERS TIER 1               | 01-00-2030 | \$ 4,022.74 | 1283333 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | KPERS TIER 1                        | 20-00-2030 | \$ 545.16   | 1283333 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | KPERS TIER 1                        | 25-00-2030 | \$ 354.73   | 1283333 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | KPERS post 7/09                     | 01-00-2030 | \$ 2,738.48 | 1283333 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | KPERS post 7/09                     | 25-00-2030 | \$ 673.41   | 1283333 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | KPERS TIER 3                        | 01-00-2030 | \$ 573.32   | 1283333 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | KPERS D&D                           | 25-00-2030 | \$ (6.42)   | 1283333 | 5/27/2016 E |
|            |           | KPERS                               |            | \$ 8,901.42 |         |             |
| 152605     | 5/26/2016 | KS DEPT OF REV<br>SALES TAX PAYABLE | 20-00-2060 | \$ 1,535.79 | 1283362 | 5/26/2016 E |
|            |           | KS DEPT OF REV                      |            | \$ 1,535.79 |         |             |
| PR20160520 | 5/20/2016 | KS WITHHOLDING TAX<br>STATE TAX     | 01-00-2020 | \$ 2,505.01 | 1283332 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | STATE TAX                           | 20-00-2020 | \$ 157.44   | 1283332 | 5/27/2016 E |
| PR20160520 | 5/20/2016 | STATE TAX                           | 25-00-2020 | \$ 176.54   | 1283332 | 5/27/2016 E |
|            |           | KS WITHHOLDING TAX                  |            | \$ 2,838.99 |         |             |
| 2540       | 5/14/2016 | LIDA SUAZO<br>DEPOSIT REFUND        | 01-00-2050 | \$ 75.00    | 78102   | 6/2/2016    |
|            |           | LIDA SUAZO                          |            | \$ 75.00    |         |             |
| 1427       | 5/31/2016 | LIFTOFF LLC<br>PROFESSIONAL SERICES | 01-09-7740 | \$ 1,369.50 | 78103   | 6/2/2016    |
| 1427       | 5/31/2016 | CONTRACTUAL SERVICES                | 20-14-7740 | \$ 684.75   | 78103   | 6/2/2016    |
| 1427       | 5/31/2016 | CONTRACTUAL SERVICES                | 25-15-7740 | \$ 684.75   | 78103   | 6/2/2016    |
|            |           | LIFTOFF LLC                         |            | \$ 2,739.00 |         |             |
| 380490     | 5/16/2016 | LINEAGE<br>POSTAGE METER            | 01-09-6020 | \$ 122.73   | 78104   | 6/2/2016    |
|            |           | LINEAGE                             |            | \$ 122.73   |         |             |

| INVOICE NO | DATE      | VENDOR/DESCRIPTION                          | GL ACCT #  | AMOUNT      | CK #   | CK DATE   |
|------------|-----------|---|------------|-------------|--------|-----------|
| 317856     | 5/12/2016 | LYNN PEAVEY COMPANY<br>POLICE MISCELLANEOUS | 01-05-6090 | \$ 168.75   | 78105  | 6/2/2016  |
|            |           | LYNN PEAVEY COMPANY                         |            | \$ 168.75   |        |           |
|            |           | METLIFE SMALL BUSINESS CE                   |            |             |        |           |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-05-5120 | \$ 135.52   | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-02-5120 | \$ 45.56    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 20-14-5120 | \$ 23.36    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-03-5120 | \$ 34.46    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-11-5120 | \$ 44.40    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-08-5120 | \$ 22.78    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-01-5120 | \$ 22.20    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-13-5120 | \$ 22.20    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-16-5120 | \$ 35.04    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 25-15-5120 | \$ 33.88    | 78106  | 6/2/2016  |
| 160105     | 5/1/2016  | INSURANCE BENEFITS                          | 01-17-5120 | \$ 11.68    | 78106  | 6/2/2016  |
|            |           | METLIFE SMALL BUSINESS C                    |            | \$ 431.08   |        |           |
|            |           | MID-STATES MATERIALS, LLC                   |            |             |        |           |
| 56246      | 5/24/2016 | STREET MATERIALS                            | 10-02-6330 | \$ 1,442.48 | 78107  | 6/2/2016  |
|            |           | MID-STATES MATERIALS, LL                    |            | \$ 1,442.48 |        |           |
|            |           | NANCY MILLER                                |            |             |        |           |
| 2519       | 5/20/2016 | DEPOSIT REFUND                              | 01-00-2050 | \$ 75.00    | 78108  | 6/2/2016  |
|            |           | NANCY MILLER                                |            | \$ 75.00    |        |           |
|            |           | NEOPOST,INC                                 |            |             |        |           |
| 53704767   | 2/28/2016 | POSTAGE METER                               | 01-09-6020 | \$ 573.42   | 78109  | 6/2/2016  |
|            |           | NEOPOST,INC                                 |            | \$ 573.42   |        |           |
|            |           | NEPTUNE TECHNOLOGY GROUP                    |            |             |        |           |
| N448731    | 4/27/2016 | METERS/SUPPLIES                             | 20-14-6320 | \$ 4,542.99 | 216394 | 5/24/2016 |
|            |           | NEPTUNE TECHNOLOGY GROUP                    |            | \$ 4,542.99 |        |           |
|            |           | O'DONNELL AND SONS CONSTR                   |            |             |        |           |
| 31381      | 5/7/2016  | STREET MATERIALS                            | 10-02-6330 | \$ 243.11   | 78110  | 6/2/2016  |
| 31670      | 5/10/2016 | STREET MATERIALS                            | 10-02-6330 | \$ 262.61   | 78110  | 6/2/2016  |
|            |           | O'DONNELL AND SONS CONST                    |            | \$ 505.72   |        |           |
|            |           | OFFICE MAX                                  |            |             |        |           |
| 480720     | 5/2/2016  | OFFICE SUPPLIES                             | 01-09-6110 | \$ 402.70   | 216395 | 5/24/2016 |
| 481228     | 5/2/2016  | OFFICE SUPPLIES                             | 01-09-6110 | \$ 11.13    | 216395 | 5/24/2016 |
| 621711     | 5/12/2016 | OFFICE SUPPLIES                             | 01-09-6110 | \$ 94.20    | 216395 | 5/24/2016 |
|            |           | OFFICE MAX                                  |            | \$ 508.03   |        |           |

| INVOICE NO | DATE      | VENDOR/DESCRIPTION                                  | GL ACCT #  | AMOUNT               | CK #   | CK DATE   |
|------------|-----------|---|------------|----------------------|--------|-----------|
| 1660003295 | 5/2/2016  | PACE ANALYTICAL SERVICES,<br>LAB ANALYSIS           | 25-15-7250 | \$ 437.00            | 78111  | 6/2/2016  |
| 1660003938 | 5/12/2016 | LAB ANALYSIS  | 25-15-7250 | \$ 490.00            | 78111  | 6/2/2016  |
|            |           | PACE ANALYTICAL SERVICES                            |            | -----<br>\$ 927.00   |        |           |
| 73092766   | 4/30/2016 | PRAXAIR DISTRIBUTION INC.<br>EQUIPMENT RENTAL/LEASE | 01-02-7660 | \$ 82.54             | 78112  | 6/2/2016  |
|            |           | PRAXAIR DISTRIBUTION INC                            |            | -----<br>\$ 82.54    |        |           |
| 5028420-00 | 5/5/2016  | REINDERS<br>SEED/FERTILIZER                         | 01-03-6320 | \$ 182.00            | 216396 | 5/24/2016 |
|            |           | REINDERS  |            | -----<br>\$ 182.00   |        |           |
| 48302      | 5/14/2016 | REJIS COMMISSION<br>SUBSCRIPTIONS                   | 01-05-7630 | \$ 39.86             | 78113  | 6/2/2016  |
|            |           | REJIS COMMISSION                                    |            | -----<br>\$ 39.86    |        |           |
| 160105     | 5/1/2016  | RICHARD MANN<br>EDUCATION REIMBURSEMENT             | 01-08-7650 | \$ 1,050.00          | 78114  | 6/2/2016  |
|            |           | RICHARD MANN  |            | -----<br>\$ 1,050.00 |        |           |
| 2527       | 5/15/2016 | RICHARD P. CHUSHUK<br>DEPOSIT REFUND                | 01-00-2050 | \$ 75.00             | 78115  | 6/2/2016  |
|            |           | RICHARD P. CHUSHUK                                  |            | -----<br>\$ 75.00    |        |           |
| 11987      | 4/30/2016 | SCHREIBER<br>EQUIPMENT MAINTENANCE                  | 25-15-7670 | \$ 700.00            | 78116  | 6/2/2016  |
|            |           | SCHREIBER   |            | -----<br>\$ 700.00   |        |           |
| 20961      | 5/11/2016 | SIGN HERE<br>SIGNS                                  | 01-12-6310 | \$ 380.00            | 78117  | 6/2/2016  |
|            |           | SIGN HERE   |            | -----<br>\$ 380.00   |        |           |
| 2016-297   | 5/19/2016 | SPRING HILL CHAMBER<br>MISCELLANEOUS                | 01-09-6090 | \$ 1,298.71          | 78118  | 6/2/2016  |
|            |           | SPRING HILL CHAMBER                                 |            | -----<br>\$ 1,298.71 |        |           |
| 20160428   | 4/29/2016 | SPRING HILL OIL (CH)<br>GASOLINE                    | 01-05-6140 | \$ 2,804.56          | 216397 | 5/24/2016 |
| 20160429   | 4/29/2016 | GASOLINE  | 01-18-6140 | \$ 245.93            | 216397 | 5/24/2016 |
|            |           | SPRING HILL OIL (CH)                                |            | -----<br>\$ 3,050.49 |        |           |

| INVOICE NO | DATE      | VENDOR/DESCRIPTION       | GL ACCT #  | AMOUNT      | CK #   | CK DATE   |
|------------|-----------|--------------------------|------------|-------------|--------|-----------|
|            |           | SPRING HILL OIL (CITY)   |            |             |        |           |
| 162904     | 4/29/2016 | FUEL                     | 01-13-6140 | \$ 50.10    | 216398 | 5/24/2016 |
| 162904     | 4/29/2016 | FUEL                     | 01-02-6140 | \$ 539.53   | 216398 | 5/24/2016 |
| 162904     | 4/29/2016 | PROPANE                  | 01-02-7624 | \$ 82.41    | 216398 | 5/24/2016 |
| 162904     | 4/29/2016 | FUEL                     | 20-14-6140 | \$ 273.50   | 216398 | 5/24/2016 |
| 162904     | 4/29/2016 | FUEL                     | 25-15-6140 | \$ 332.97   | 216398 | 5/24/2016 |
| 162904     | 4/29/2016 | FUEL                     | 01-03-6140 | \$ 441.73   | 216398 | 5/24/2016 |
|            |           |                          |            | -----       |        |           |
|            |           | SPRING HILL OIL (CITY)   |            | \$ 1,720.24 |        |           |
|            |           | SPRINGSTED INCORPORATED  |            |             |        |           |
| 2222.999   | 5/9/2016  | PROFESSIONAL SERVICES    | 01-09-7740 | \$ 3,100.00 | 78119  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | SPRINGSTED INCORPORATED  |            | \$ 3,100.00 |        |           |
|            |           | TAMERA BENEDICT          |            |             |        |           |
| 2386       | 5/21/2016 | DEPOSIT REFUND           | 01-00-2050 | \$ 75.00    | 78120  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | TAMERA BENEDICT          |            | \$ 75.00    |        |           |
|            |           | THE RED FORCE            |            |             |        |           |
| 43435      | 5/12/2016 | EQUIPMENT MAINTENANCE    | 01-17-7670 | \$ 110.00   | 78121  | 6/2/2016  |
| 43436      | 5/12/2016 | BUILDING MAINTENANCE     | 01-05-6160 | \$ 9.00     | 78121  | 6/2/2016  |
| 43437      | 5/12/2016 | BUILDING MAINTENANCE     | 25-15-6160 | \$ 57.00    | 78121  | 6/2/2016  |
| 43437      | 5/12/2016 | BUILDING MAINTENANCE     | 20-14-6160 | \$ 57.00    | 78121  | 6/2/2016  |
| 43438      | 5/12/2016 | BUILDING MAINTENANCE     | 01-03-6160 | \$ 62.00    | 78121  | 6/2/2016  |
| 43439      | 5/12/2016 | BUILDING MAINTENANCE     | 01-02-6160 | \$ 168.00   | 78121  | 6/2/2016  |
| 43440      | 5/12/2016 | BUILDING MAINTENANCE     | 01-04-6160 | \$ 17.00    | 78121  | 6/2/2016  |
| 43441      | 5/12/2016 | POOL BUILDING MAINTENANC | 01-12-6160 | \$ 431.00   | 78121  | 6/2/2016  |
| 43442      | 5/12/2016 | EQUIPMENT MAINTENANCE    | 01-17-7670 | \$ 41.00    | 78121  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | THE RED FORCE            |            | \$ 952.00   |        |           |
|            |           | TRACIE CAMPBEL           |            |             |        |           |
| 2503       | 5/21/2016 | DEPOSIT REFUND           | 01-00-2050 | \$ 75.00    | 78122  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | TRACIE CAMPBEL           |            | \$ 75.00    |        |           |
|            |           | TREANOR ARCHITECTS P.A.  |            |             |        |           |
| 36181      | 4/30/2016 | CITY HALL PROJECT        | 31-31-8500 | \$ 2,253.20 | 78123  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | TREANOR ARCHITECTS P.A.  |            | \$ 2,253.20 |        |           |
|            |           | VIRIGINIA L ELDRIDGE     |            |             |        |           |
| 2453       | 5/22/2016 | DEPOSIT REFUND           | 01-00-2050 | \$ 50.00    | 78124  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | VIRIGINIA L ELDRIDGE     |            | \$ 50.00    |        |           |
|            |           | WATCH GUARD              |            |             |        |           |
| 20160518   | 5/18/2016 | EQUIPMENT MAINTENANCE    | 01-05-7670 | \$ 1,134.00 | 78125  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | WATCH GUARD              |            | \$ 1,134.00 |        |           |
|            |           | WATER DISTRICT #7        |            |             |        |           |
| 161605     | 5/16/2016 | WATER UTILITIES          | 25-15-7620 | \$ 19.83    | 78126  | 6/2/2016  |
|            |           |                          |            | -----       |        |           |
|            |           | WATER DISTRICT #7        |            | \$ 19.83    |        |           |

| INVOICE NO | DATE      | VENDOR/DESCRIPTION                    | GL ACCT #  | AMOUNT        | CK #  | CK DATE  |
|------------|-----------|---------------------------------------|------------|---------------|-------|----------|
| 162804     | 4/28/2016 | WESTLAND CONSTRUCTION<br>CONSTRUCTION | 84-00-7760 | \$ 20,062.00  | 78127 | 6/2/2016 |
|            |           | WESTLAND CONSTRUCTION                 |            | \$ 20,062.00  |       |          |
|            |           | ***** REPORT TOTAL *****              |            | \$ 111,133.30 |       |          |

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT  
MEETING DATE: JUNE 9, 2016  
DATE: JUNE 2, 2016

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**Consent / Formal Action / Discussion Item:** Formal

**Issue:** Acceptance of Bids/Award of Contract for the Street and Sidewalk Improvements

**Background:** On May 26, 2016 bids were opened for the Street and Sidewalk Improvement project. Three (3) bids were received with the low bid being submitted by Kansas Heavy Construction, LLC in the amount of \$845,519.50. The engineer's estimate for this work was \$947,543.00. The low bid is \$102,024.02 (10.8%) below the project budget. See the attached Bid Tabulation and Budget Summary.

**Analysis:** Kansas Heavy Construction, LLC has successfully completed many projects of this type and size. In an effort to expedite this project so construction can be completed this year, we are requesting the acceptance of the bid along with approval of the contract, contingent on final review and approval by the city attorney, city risk manager and insurance agent. It should be noted that all three sections of this project required easements. The temporary easement for Section 3 (Sidewalk to the High School) has been acquired. The temporary and permanent easements for Section 1 (Webster Street Acceleration Lane) and Section 2 (West Lake Park Access Road) have not yet been acquired. Our right of way agent continues to work on these easements and hopes to have them in hand within the next 30 days. The start of construction is anticipated to be the first week of July. Section 3 will be constructed first.

**Alternatives:** The City can choose to accept the low bid as presented or they could choose to reject all bids. If the City chooses to reject the bids, we will have to rebid the project which will eliminate the possibility of completing the work this year.

**Legal Review:** If the Council accepts the bid from Kansas Heavy Construction, LLC and awards the contract, the documents will be review and approved by City attorney, city risk manager and the city's insurance agent prior to execution by the city.

**Funding Review or Budgetary Impact:** This recommendation is being presented in accordance with Section 7 of the Spring Hill Purchasing Policy. The expenditures will be paid from the City's street fund for Sections 1 and 3 and from the Special Sales Tax Fund for Section 2.

**Recommendation:** We recommend the City accept the bid and award the contract to Kansas Heavy Construction, LLC in the amount of \$845,519.50.

**Attachments:** Bid Tabulation and Budget Summary

**PONZER-YOUNGQUIST BID TAB**

**Owner** CITY OF SPRING HILL, KS  
**Received Bids @** City Hall - Room 15  
 401 N Madison, Spring Hill, KS 66083

**Project** Street and Sidewalk Improvements  
**Date/Time:** 5/26/2016, 10:00am

| Bidder's Name and Address                                 |  |          |      | Kansas Heavy Construction, LLC<br>P. O. Box 860603<br>Shawnee, KS 66286 |               | Gunter Construction Company<br>520 Division Street<br>Kansas City, KS 66103 |               | Linaweaver Construction, Inc.<br>719 Gilman Road<br>Lansing, KS 66043 |               |
|---|--|----------|------|---|---------------|---|---------------|---|---------------|
| SECTION 1 - WEBSTER STREET ACCELERATION LANE              |  |          |      | 5% Bid Bond   |               | 5% Bid Bond   |               | 5% Bid Bond   |               |
| Item  | Description                                    | Quantity | Unit | Price   | Total         | Price   | Total         | Price   | Total         |
| 1-1   | Mobilization                                   | 1        | LS   | \$ 10,000.00  | \$ 10,000.00  | \$ 15,910.00  | \$ 15,910.00  | \$ 30,000.00  | \$ 30,000.00  |
| 1-2   | 2" Asphalt Surface                             | 270      | TONS | 80.00   | 21,600.00     | 80.50   | 21,735.00     | 82.00   | 22,140.00     |
| 1-3   | 9" Asphalt Base                                | 630      | TONS | 70.00   | 44,100.00     | 84.50   | 53,235.00     | 65.00   | 40,950.00     |
| 1-4   | 2" Asphalt Milling                             | 1,165    | SY   | 7.00  | 8,155.00      | 5.75  | 6,698.75      | 3.50  | 4,077.50      |
| 1-5   | 9" Subgrade Preparation (Fly Ash)              | 2,950    | SY   | 5.00  | 14,750.00     | 7.00  | 20,650.00     | 6.00  | 17,700.00     |
| 1-6   | Gravel Shoulder (AB-3)                         | 1,370    | SY   | 18.50   | 25,345.00     | 19.00   | 26,030.00     | 15.00   | 20,550.00     |
| 1-7   | Demolition                                     | 1        | LS   | 10,000.00   | 10,000.00     | 16,500.00   | 16,500.00     | 15,000.00   | 15,000.00     |
| 1-8   | Clearing & Grubbing                            | 1        | LS   | 5,800.00  | 5,800.00      | 5,800.00  | 5,800.00      | 2,000.00  | 2,000.00      |
| 1-9   | Unclassified Excavation                        | 2,323    | CY   | 19.00   | 44,137.00     | 21.00   | 48,783.00     | 15.00   | 34,845.00     |
| 1-10  | Embankment                                     | 655      | CY   | 5.00  | 3,275.00      | 8.00  | 5,240.00      | 5.00  | 3,275.00      |
| 1-11  | Traffic Control                                | 1        | LS   | 4,000.00  | 4,000.00      | 7,360.00  | 7,360.00      | 4,200.00  | 4,200.00      |
| 1-12  | Erosion Control                                | 1        | LS   | 500.00  | 500.00        | 150.00  | 150.00        | 2,500.00  | 2,500.00      |
| 1-13  | Right Lane Must Turn Right Sign (R3-7R)        | 1        | EA   | 250.00  | 250.00        | 250.00  | 250.00        | 325.00  | 325.00        |
| 1-14  | 24" CSP 16 ga                                  | 19       | LF   | 65.00   | 1,235.00      | 71.00   | 1,349.00      | 125.00  | 2,375.00      |
| 1-15  | 30" RCP, Class III                             | 29       | LF   | 150.00  | 4,350.00      | 92.00   | 2,668.00      | 150.00  | 4,350.00      |
| 1-16  | 24" End Section                                | 1        | EA   | 720.00  | 720.00        | 630.00  | 630.00        | 500.00  | 500.00        |
| 1-17  | 30" End Section                                | 1        | EA   | 1,415.00  | 1,415.00      | 1,000.00  | 1,000.00      | 1,200.00  | 1,200.00      |
| 1-18  | Rip Rap  | 22       | SY   | 70.00   | 1,540.00      | 62.00   | 1,364.00      | 80.00   | 1,760.00      |
| 1-19  | 4" Solid Yellow Line                           | 2,250    | LF   | 0.25  | 562.50        | 0.25  | 562.50        | 0.65  | 1,462.50      |
| 1-20  | 4" Dashed Yellow Line                          | 2,250    | LF   | 0.25  | 562.50        | 0.25  | 562.50        | 0.65  | 1,462.50      |
| 1-21  | 4" Solid White Line                            | 3,100    | LF   | 0.25  | 775.00        | 0.25  | 775.00        | 0.65  | 2,015.00      |
| 1-22  | 4" Dashed White Line                           | 860      | LF   | 0.25  | 215.00        | 0.25  | 215.00        | 0.65  | 559.00        |
| 1-23  | Turn Arrow                                     | 11       | EA   | 65.00   | 715.00        | 65.00   | 715.00        | 70.00   | 770.00        |
| 1-24  | Seeding  | 2.2      | AC   | 1,800.00  | 3,960.00      | 2,200.00  | 4,840.00      | 2,500.00  | 5,500.00      |
| 1-25  | Fire Hydrant Relocation                        | 3        | EA   | 1,650.00  | 4,950.00      | 7,000.00  | 21,000.00     | 2,500.00  | 7,500.00      |
| 1-26  | Construction Staking Allowance                 | 1        | LS   | 5,000.00  | 5,000.00      | 5,000.00  | 5,000.00      | 5,000.00  | 5,000.00      |
| 1-27  | Project Sign                                   | 2        | EA   | 950.00  | 1,900.00      | 925.00  | 1,850.00      | 900.00  | 1,800.00      |
|   | <b>TOTAL SECTION 1</b>                         |          |      |   | 219,812.00    |   | 270,872.75    |   | 233,816.50    |
| <b>SECTION 2 - WEST LAKE PARK ACCESS ROAD</b>             |  |          |      |   |               |   |               |   |               |
| 2-1   | Initial Mobilization                           | 1        | LS   | 15,000.00   | 15,000.00     | 5,000.00  | 5,000.00      | 45,000.00   | 45,000.00     |
| 2-2   | Final Mobilization                             | 1        | LS   | 5,000.00  | 5,000.00      | 15,950.00   | 15,950.00     | 5,000.00  | 5,000.00      |
| 2-3   | 2" Asphalt Surface                             | 685      | TONS | 80.00   | 54,800.00     | 66.00   | 45,210.00     | 78.00   | 53,430.00     |
| 2-4   | 8" Asphalt Base                                | 2,835    | TONS | 70.00   | 198,450.00    | 57.00   | 161,595.00    | 60.00   | 170,100.00    |
| 2-5   | Subgrade Preparation (Fly Ash)                 | 7,385    | SY   | 5.00  | 36,925.00     | 4.75  | 35,078.75     | 6.00  | 44,310.00     |
| 2-6   | Excavation                                     | 2,650    | CY   | 18.00   | 47,700.00     | 9.00  | 23,850.00     | 20.00   | 53,000.00     |
| 2-7   | Embankment                                     | 2,475    | CY   | 3.70  | 9,157.50      | 8.00  | 19,800.00     | 5.00  | 12,375.00     |
| 2-8   | Clearing & Grubbing                            | 1        | LS   | 10,000.00   | 10,000.00     | 23,100.00   | 23,100.00     | 35,000.00   | 35,000.00     |
| 2-9   | Type B Curb and Gutter                         | 3,406    | LF   | 17.00   | 57,902.00     | 14.50   | 49,387.00     | 14.00   | 47,684.00     |
| 2-10  | 4' Concrete Sidewalk                           | 1,703    | LF   | 16.00   | 27,248.00     | 20.00   | 34,060.00     | 16.00   | 27,248.00     |
| 2-11  | 15" HDPE                                       | 350      | LF   | 45.00   | 15,750.00     | 42.00   | 14,700.00     | 65.00   | 22,750.00     |
| 2-12  | 18" HDPE                                       | 167      | LF   | 60.00   | 10,020.00     | 46.00   | 7,682.00      | 75.00   | 12,525.00     |
| 2-13  | 36" HDPE                                       | 15       | LF   | 100.00  | 1,500.00      | 104.00  | 1,560.00      | 150.00  | 2,250.00      |
| 2-14  | 42" HDPE                                       | 87       | LF   | 120.00  | 10,440.00     | 133.00  | 11,571.00     | 125.00  | 10,875.00     |
| 2-15  | 18" HDPE End Section                           | 2        | EA   | 450.00  | 900.00        | 530.00  | 1,060.00      | 400.00  | 800.00        |
| 2-16  | 42" HDPE End Section                           | 1        | EA   | 1,660.00  | 1,660.00      | 1,340.00  | 1,340.00      | 1,200.00  | 1,200.00      |
| 2-17  | 4'x4' Curb Inlet                               | 2        | EA   | 4,160.00  | 8,320.00      | 3,320.00  | 6,640.00      | 3,200.00  | 6,400.00      |
| 2-18  | 4'x4' Area Inlet                               | 1        | EA   | 4,160.00  | 4,160.00      | 3,200.00  | 3,200.00      | 3,200.00  | 3,200.00      |
| 2-19  | 6'x4' Curb Inlet                               | 4        | EA   | 4,720.00  | 18,880.00     | 4,290.00  | 17,160.00     | 3,500.00  | 14,000.00     |
| 2-20  | 6'x6' Area Inlet                               | 1        | EA   | 6,050.00  | 6,050.00      | 5,275.00  | 5,275.00      | 5,500.00  | 5,500.00      |
| 2-21  | Rip Rap  | 180      | SY   | 65.00   | 11,700.00     | 51.00   | 9,180.00      | 60.00   | 10,800.00     |
| 2-22  | Traffic Control                                | 1        | LS   | 3,000.00  | 3,000.00      | 2,850.00  | 2,850.00      | 1,200.00  | 1,200.00      |
| 2-23  | Erosion Control                                | 1        | LS   | 4,800.00  | 4,800.00      | 2,550.00  | 2,550.00      | 6,500.00  | 6,500.00      |
| 2-24  | Seeding  | 5.2      | AC   | 1,800.00  | 9,360.00      | 4,200.00  | 21,840.00     | 2,200.00  | 11,440.00     |
| 2-25  | Construction Staking Allowance                 | 1        | LS   | 9,800.00  | 9,800.00      | 9,800.00  | 9,800.00      | 9,800.00  | 9,800.00      |
|   | <b>TOTAL SECTION 2</b>                         |          |      |   | 578,522.50    |   | 529,438.75    |   | 612,387.00    |
| <b>SECTION 3 - SIDEWALK IMPROVEMENTS NEAR HIGH SCHOOL</b> |  |          |      |   |               |   |               |   |               |
| 3-1   | Mobilization                                   | 1        | LS   | 3,000.00  | 3,000.00      | 15,672.00   | 15,672.00     | 10,000.00   | 10,000.00     |
| 3-2   | 5' Concrete Sidewalk                           | 503      | LF   | 20.00   | 10,060.00     | 21.00   | 10,563.00     | 20.00   | 10,060.00     |
| 3-3   | 53"x41" Aluminized ACSP, 14 ga                 | 24       | LF   | 125.00  | 3,000.00      | 170.00  | 4,080.00      | 300.00  | 7,200.00      |
| 3-4   | 53"x41" Aluminized Tee w/ 42"x29" Branch, 14ga | 1        | EA   | 2,250.00  | 2,250.00      | 2,225.00  | 2,225.00      | 2,500.00  | 2,500.00      |
| 3-5   | 53"x41" Aluminized 22 1/2 Degree Bend, 14 ga   | 1        | EA   | 2,000.00  | 2,000.00      | 2,012.00  | 2,012.00      | 2,200.00  | 2,200.00      |
| 3-6   | 42"x29" Aluminized ACSP, 16 ga                 | 40       | LF   | 98.00   | 3,920.00      | 84.50   | 3,380.00      | 195.00  | 7,800.00      |
| 3-7   | 15" HDPE                                       | 20       | LF   | 45.00   | 900.00        | 42.00   | 840.00        | 90.00   | 1,800.00      |
| 3-8   | 15" HDPE End Section                           | 2        | EA   | 500.00  | 1,000.00      | 512.00  | 1,024.00      | 300.00  | 600.00        |
| 3-9   | Reinforced Conc Foundation for Flashing Beacon | 1        | EA   | 1,100.00  | 1,100.00      | 1,270.00  | 1,270.00      | 1,500.00  | 1,500.00      |
| 3-10  | Steel Helix Foundation for Flashing Beacon     | 1        | EA   | 1,100.00  | 1,100.00      | 1,250.00  | 1,250.00      | 2,000.00  | 2,000.00      |
| 3-11  | Painted Cross Walk                             | 1        | LS   | 950.00  | 950.00        | 925.00  | 925.00        | 375.00  | 375.00        |
| 3-12  | Remove and Replace Existing Fence              | 75       | LF   | 40.00   | 3,000.00      | 64.00   | 4,800.00      | 30.00   | 2,250.00      |
| 3-13  | Rip Rap  | 15       | SY   | 65.00   | 975.00        | 45.00   | 675.00        | 100.00  | 1,500.00      |
| 3-14  | Install Flashing Beacons w/signs               | 2        | EA   | 850.00  | 1,700.00      | 807.00  | 1,614.00      | 2,500.00  | 5,000.00      |
| 3-15  | Install W 11-2 Signs                           | 2        | EA   | 90.00   | 180.00        | 86.50   | 173.00        | 675.00  | 1,350.00      |
| 3-16  | Traffic Control                                | 1        | LS   | 3,000.00  | 3,000.00      | 5,375.00  | 5,375.00      | 2,000.00  | 2,000.00      |
| 3-17  | Seeding  | 0.25     | AC   | 1,800.00  | 450.00        | 4,200.00  | 1,050.00      | 6,000.00  | 1,500.00      |
| 3-18  | Sodding  | 1,250    | SY   | 6.00  | 7,500.00      | 8.50  | 10,625.00     | 6.00  | 7,500.00      |
| 3-19  | Erosion Control                                | 1        | LS   | 100.00  | 100.00        | 580.00  | 580.00        | 1,500.00  | 1,500.00      |
| 3-20  | Construction Staking Allowance                 | 1        | LS   | 1,000.00  | 1,000.00      | 1,000.00  | 1,000.00      | 1,000.00  | 1,000.00      |
|   | <b>TOTAL SECTION 3</b>                         |          |      |   | 47,185.00     |   | 69,133.00     |   | 69,635.00     |
| <b>TOTAL BID SECTIONS 1, 2 &amp; 3</b>                    |  |          |      |   |               |   |               |   |               |
|   |  |          |      | \$  | \$ 845,519.50 | \$  | \$ 869,444.50 | \$  | \$ 915,838.50 |

**CITY OF SPRING HILL, KANSAS  
STREET AND SIDEWALK IMPROVEMENTS**

**Section 1 - Webster Acceleration Lane, Section 2 - West Lake Access Road & Section 3 - Sidewalk Near High School  
Budget Summary**

5/26/2016

| Description  | PROJECT BUDGET      |                     |                        |                       | BID RESULTS         |                     |                        |                     |
|--|---------------------|---------------------|------------------------|-----------------------|---------------------|---------------------|------------------------|---------------------|
|  | JO CO CARS FUNDS    | SPRING HILL FUNDS   | SPECIAL SALES TAX FUND | TOTAL BUDGET COST     | JO CO CARS FUNDS    | SPRING HILL FUNDS   | SPECIAL SALES TAX FUND | FINAL COST          |
| <b><u>Section 1 - Webster Street Acceleration Lane</u></b> |                     |                     |                        |                       |                     |                     |                        |                     |
| Design Cost  | \$0.00              | \$42,350.00         | \$0.00                 | \$42,350.00           | \$0.00              | 42,350.00           | \$0.00                 | \$42,350.00         |
| Right of Way Acquisition                                   | \$0.00              | \$0.00              | \$0.00                 | \$0.00                | \$0.00              | (1)                 | \$0.00                 | \$0.00              |
| Utility Relocation   | \$0.00              | \$136,400.00        | \$0.00                 | \$136,400.00          | \$0.00              | 4,950.00            | \$0.00                 | \$4,950.00          |
| Construction Cost  | \$143,276.76        | \$143,276.76        | \$0.00                 | \$286,553.52          | \$107,431.00        | 107,431.00          | \$0.00                 | \$214,862.00        |
| Resident Project Representative                            | \$11,575.00         | \$11,575.00         | \$0.00                 | \$23,150.00           | \$11,575.00         | \$11,575.00         | \$0.00                 | \$23,150.00         |
| <b>SUBTOTALS</b>   | <b>\$154,851.76</b> | <b>\$333,601.76</b> | <b>\$0.00</b>          | <b>\$488,453.52</b>   | <b>\$119,006.00</b> | <b>\$166,306.00</b> | <b>\$0.00</b>          | <b>\$285,312.00</b> |
| <b><u>Section 2 - West Lake Park Access Road</u></b>       |                     |                     |                        |                       |                     |                     |                        |                     |
| Design Cost  | \$0.00              | \$0.00              | \$42,150.00            | \$42,150.00           | \$0.00              | \$0.00              | \$42,150.00            | \$42,150.00         |
| Right of Way Acquisition                                   | \$0.00              | \$0.00              | \$0.00                 | \$0.00                | \$0.00              | \$0.00              | (1)                    | \$0.00              |
| Utility Relocation   | \$0.00              | \$0.00              | \$0.00                 | \$0.00                | \$0.00              | \$0.00              | \$0.00                 | \$0.00              |
| Construction Cost  | \$0.00              | \$0.00              | \$607,800.00           | \$607,800.00          | \$0.00              | \$0.00              | \$578,522.50           | \$578,522.50        |
| Resident Project Representative                            | \$0.00              | \$0.00              | \$31,625.00            | \$31,625.00           | \$0.00              | \$0.00              | \$31,625.00            | \$31,625.00         |
| <b>SUBTOTALS</b>   | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$681,575.00</b>    | <b>\$681,575.00</b>   | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$652,297.50</b>    | <b>\$652,297.50</b> |
| <b><u>Section 3 - Sidewalk Near High School</u></b>        |                     |                     |                        |                       |                     |                     |                        |                     |
| Design Cost  | \$0.00              | \$5,900.00          | \$0.00                 | \$5,900.00            | \$0.00              | \$5,900.00          | \$0.00                 | \$5,900.00          |
| Right of Way Acquisition                                   | \$0.00              | \$0.00              | \$0.00                 | \$0.00                | \$0.00              | \$250.00            | \$0.00                 | \$250.00            |
| Utility Relocation   | \$0.00              | \$0.00              | \$0.00                 | \$0.00                | \$0.00              | \$0.00              | \$0.00                 | \$0.00              |
| Construction Cost  | \$0.00              | \$53,190.00         | \$0.00                 | \$53,190.00           | \$0.00              | \$47,185.00         | \$0.00                 | \$47,185.00         |
| Resident Project Representative                            | \$0.00              | \$4,425.00          | \$0.00                 | \$4,425.00            | \$0.00              | \$4,425.00          | \$0.00                 | \$4,425.00          |
| <b>SUBTOTALS</b>   | <b>\$0.00</b>       | <b>\$63,515.00</b>  | <b>\$0.00</b>          | <b>\$63,515.00</b>    | <b>\$0.00</b>       | <b>\$57,760.00</b>  | <b>\$0.00</b>          | <b>\$57,760.00</b>  |
| <b>PROJECT TOTALS</b>                                      | <b>\$154,851.76</b> | <b>\$397,116.76</b> | <b>\$681,575.00</b>    | <b>\$1,233,543.52</b> | <b>\$119,006.00</b> | <b>\$224,066.00</b> | <b>\$652,297.50</b>    | <b>\$995,369.50</b> |

(1) Right of way costs for Section 1 and Section 2 are unknown at this time

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT, INTERIM PUBLIC WORKS DIRECTOR  
MEETING DATE: JUNE 9, 2016  
DATE: JUNE 1, 2016

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**Consent / Formal Action / Discussion Item:** Formal Action

**Issue:** Professional Services Agreement, Stantec Consulting Services, Inc.

**Background:** Street repairs for a municipality range in size and scope from small to large, critical to minor. Analyzing existing road conditions and assessment of the pavement condition is an important step in creating a street maintenance program. In previous years staff has attempted to make these assessments visually and in many instances were unsuccessful in accurately determining the status of road conditions. Using the latest in automated pavement data collection technology, Stantec Consultants can provide and accurate assessment of all city streets. This information can then be utilized to prioritize the use of funds in an annual street repair and maintenance program.

The system utilized by Stantec incorporates mobile lasers, GPS, and crack recognition technology. This fully mobile process collects pavement condition data with the use of integrated lasers, GPS and high-definition digital imagery. Each street will then be analyzed and a Pavement Condition Index (PCI) computed for each roadway section.

The project is estimated to be completed by September 30, 2016. When complete the City will receive data with sectional average values, distress severity and extent summations with resulting pavement condition index scores. This information can then be used by staff to develop a manageable and financially responsible street maintenance program.

**Analysis:** Stantec Consulting is a long standing company in the field of pavement analysis. The information provided by this survey will be a valuable tool in the street maintenance program and eliminate any guess work or inaccurate assumptions of needed street repairs based on visual inspection alone.

**Alternatives:** Technology provides accurate street rating analysis for municipalities. The streets of Spring Hill have long been ignored due to budget restraints. To continue on the current path of visual inspection could result in underestimating the severity of repairs and in turn lead to repairs that are more expensive than necessary.

**Legal Review:** City Attorney Frank Jenkins has reviewed the attached services agreement.

## AGENDA ITEM REVIEW SHEET

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**Funding Review or Budgetary Impact:** This recommendation is being presented in accordance with Section 1.01.C.1 of the Spring Hill Purchasing Policy. This expenditure will be drawn from 10-02-7740 Professional Services.

**Recommendation:** Staff recommends approval of the Service Agreement with Stantec Consulting Services in the amount of \$7,500 and authorizing the Mayor to execute the documents relating to this Agreement.

**Attachments:** Stantec professional Services Agreement  
Certificate of Insurance



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective April 11, 2016 (the "Agreement Date") by and between:

**"CLIENT"**

Name: CITY OF SPRING HILL, KS  
Address: 502 E. Nichols, PO Box 424, Spring Hill, KS 66083  
Phone: (913) 592-3317 Fax:  
Representative: Trent Wempe, Street Superintendent

**"Stantec"**

Name: STANTEC CONSULTING SERVICES INC.  
Address: 1000 Young Street, Suite 470, Tonawanda, NY 14150  
Phone: (226) 973-2549 Fax: (519) 579-7945  
Representative: Fred Stephenson, Sr. Project Manager

PROJECT NAME (the "PROJECT"):

City of Spring Hill Automated Pavement Condition Survey

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required

approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

**Stantec's RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**LIMITATION OF LIABILITY:** The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential

damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed

by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

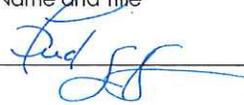
CITY OF SPRING HILL, KS

STANTEC CONSULTING SERVICES INC.

\_\_\_\_\_  
Print Name and Title

Fred Stephenson, Sr. Project Manager  
\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_  




**PROFESSIONAL SERVICES AGREEMENT  
ATTACHMENT "A"**

Attached to and forming part of the AGREEMENT BETWEEN:

CITY OF SPRING HILL, KS

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE: April 11, 2016

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

**See attached quotation letter dated April 11, 2016**

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: June 10, 2016

Estimated Completion Date: September 30, 2016

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:

**Total Lump Sum Fee of \$7,500 as per attached quotation letter dated April 11, 2016**

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL  
CONDITIONS:

ADDITIONAL  
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

**Attached quotation letter dated April 11, 2016**

**Attachment B**

INSURANCE  
REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not

**PROFESSIONAL SERVICES AGREEMENT  
ATTACHMENT "A"**

less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**ATTACHMENT B TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF  
SPRING HILL, KANSAS, AND STANTEC CONSULTING SERVICES, INC.**

This Attachment B is made to the Professional Services Agreement (Agreement, which Agreement includes an Attachment A) between the City of Spring Hill, Kansas, (Client), and Stantec Consulting Services Inc. (Stantec). This Attachment B is made a part of, and is incorporated by reference into, the Agreement. Notwithstanding anything to the contrary in the Agreement to which this Attachment B is attached, the parties agree that the provisions of this Attachment B supersede any portions of the Agreement that are contradictory to this Attachment B.

1. **Deletion of Some Limitation of Liability Provisions in Agreement.** On pages 2-3 of the Agreement, under the section titled "Limitation of Liability", the first paragraph thereof is deleted, and the first and third sentence of the second paragraph thereof is deleted.
2. **Deletion of Sentence in "Documents" Section of Agreement.** On page 3 of the Agreement, under the section titled "Documents", third paragraph, the following sentence is deleted: "CLIENT shall release, indemnify, and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files."
3. **Modification of "Dispute Resolution" Section of Agreement.** On page 4 of the Agreement, the final sentence of the section titled "Dispute Resolution" is deleted, and in its place is substituted the following: "Any litigation arising out of or related to this Agreement or the SERVICES to be provided under the Agreement shall be brought only in the District Court of Johnson County, Kansas, and in no other court or location."
4. **Modification of "Termination" Section of Agreement.** The first sentence on page 2 of the Agreement, under the section titled "Termination" is modified to read as follows: "Either party may terminate this AGREEMENT without cause upon ten (10) days' prior written notice in writing."
5. **Safety Precautions.** Stantec shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the SERVICES and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent injury, damage or loss to (a) employees and other persons at the site of the SERVICES or who may be affected by the SERVICES, (b) material and equipment stored at on-site or off-site locations for use in performance of the SERVICES, and (c) other property at the site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of performance of the SERVICES. Stantec shall give notice and comply with applicable laws, ordinances, rules, regulations, orders and the like bearing on safety of persons or property or their protection from injury, damage or loss.
6. **Compliance with Kansas Acts Against Discrimination, and Other Discrimination Laws.** To the extent applicable, with respect to all SERVICES provided by Stantec under this Agreement, Stantec agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Stantec also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Stantec agrees to indemnify and hold Client harmless from all claims and damages, including but not limited to

attorney fees and expenses, arising from any failure by Stantec to comply with all such requirements of this Section with respect to all SERVICES under this Agreement.

7. **Application of Kansas Tort Claims Act.** The Client is a governmental entity within the meaning of K.S.A. 75-6106 (Kansas Tort Claims Act). The liability for each of the acts or omissions of its officers, employees, agents, City Council members and Mayor shall be determined pursuant to the provisions of that Act. Client shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to Stantec or to third parties.
8. **Insurance.** The insurance requirements of attached EXHIBIT 1 are incorporated herein by reference and made a part hereof.

**CITY OF SPRING HILL, KANSAS**

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

Steven M. Ellis, Mayor

ATTEST:

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

Natalie Lazenby, Deputy City Clerk

APPROVED AS TO FORM:

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

Frank H. Jenkins, Jr., City Attorney

**STANTEC CONSULTING SERVICES INC.**

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

Fred Stephenson,

Capacity: Senior Project Manager

## **EXHIBIT 1 TO ATTACHMENT B**

### **CITY OF SPRING HILL MINIMUM INSURANCE REQUIREMENTS – 2015**

Stantec shall acquire and maintain insurance as shown below for the duration of the Agreement, and the cost of such insurance shall be included in the rates charged by Stantec for the SERVICES.

- 1) **COMMERCIAL GENERAL LIABILITY**: A combined single limit of liability of \$1,000,000 Per Occurrence / \$2,000,000 Aggregate including products and completed operations, written on ISO occurrence form CG 0001 or its equivalent. Endorsements limiting contractual liability are not acceptable. Policy shall contain a “per job/per project” aggregate endorsement. If applicable, Pollution Liability must also be included or separate policy provided reflecting same limits.
- 2) **BUSINESS AUTOMOBILE LIABILITY**: A combined single limit of liability of \$1,000,000 Per Occurrence / Accident to apply to all owned, hired, and/or non-owned autos used in the completion of the Agreement and the SERVICES.
- 3) **WORKERS COMPENSATION & EMPLOYERS LIABILITY**: Workers Compensation coverage should be statutory for the State of Kansas and apply to all workers involved in providing the SERVICES, including the owner, sole proprietor, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Employers Liability limits must be at least \$100,000/\$500,000/\$100,000.
- 4) **PROFESSIONAL LIABILITY INSURANCE**: Stantec shall provide professional liability insurance in the nature and amount described in Attachment A to the Agreement.
- 5) **OTHER INSURANCE REQUIREMENTS**:
  - a.) Stantec agrees to name the Client as an additional insured on a primary basis, for ongoing and completed operations in its Commercial General Liability policy with respect to the work performed under the Agreement. The certificate of insurance must reflect this requirement.
  - b.) Prior to commencing the SERVICES, Stantec’s insurance agent shall furnish the Client with an acceptable Accord 25 (2010/05) Certificate of Insurance form containing the above required provisions and containing a provision that obligates the insurance company(ies)

issuing such policies to notify the Client in writing at least 30 days prior to any cancellation (10 days for non-payment of premium), termination, non-renewal, or material alteration which would have an adverse effect on the coverage pertaining to this Agreement. This cancellation provision shall be indicated on the certificate of insurance. Certificate holder should be:

City of Spring Hill, Kansas  
Attn: Natalie Lazenby, HR-Risk Manager  
401 N. Madison, P.O. Box 424  
Spring Hill, KS 66083  
[lazenbyn@springhillks.com](mailto:lazenbyn@springhillks.com)

- c.) All insurance policies shall be written by insurance company(ies) acceptable to Client and with a current A.M. Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas.
- d.) The fact that insurance is obtained by Stantec shall not be deemed to release or diminish the liability of Stantec. Damages recoverable by Client shall not be limited by the amount of required insurance coverage.
- e.) Stantec shall notify a Client Department Manager as soon as possible after:
  - i) Receiving notice of, or knowledge of, any demand, claim, lawsuit, or action arising out of the SERVICES performed, or
  - ii) Any bodily injury or property damage occurrence that could potentially lead to any claim or lawsuit.



**Stantec Consulting Services Inc.**  
1000 Young Street, Suite 470, Tonawanda NY 14150

April 11, 2016  
File: 162082400.100.200

**Attention: Trent Wempe, Street Superintendent**  
City of Spring Hill  
502 E. Nichols, PO Box 424  
Spring Hill, KS 66083

Dear Mr. Wempe,

**Reference: City of Spring Hill Automated Pavement Condition Survey**

As per our recent discussions, Stantec Consulting Services Inc. is pleased to provide the following quotation to conduct a pavement condition survey for the City of Spring Hill, KS.

**PROJECT OVERVIEW**

The primary goal of this assignment is to assess the pavement condition of City maintained streets by means of an automated data collection vehicle.

The project would primarily consist of a pavement condition evaluation using Stantec's RT3000 automated pavement data collection technology. The pavement condition data would be collected and subsequently processed and analyzed to determine a Pavement Condition Index (PCI) for all block to block road segments within the City.

**PAVEMENT DATA COLLECTION**

Stantec's Road Tester 3000 (RT3000) incorporates the latest in mobile laser, GPS, and crack recognition technology. The RT3000 is a fully mobile solution specifically developed to accurately and efficiently collect pavement condition data. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 can simultaneously collect pavement profile, rutting, surface distress, roadway geometrics, pavement and ROW imagery, and infrastructure assets.



**Roughness and Rutting**

The RT3000 incorporates an ASTM E950 certified Class I profiler configured to capture longitudinal profile measurements and International Roughness Index (IRI) determinations in both wheel paths.



April 11, 2016  
Trent Wempe, Street Superintendent  
Page 2 of 4

**Reference: City of Spring Hill Automated Pavement Condition Survey**

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and can be summarized at specific intervals. Typically, the IRI data is expressed in terms of a Ride Comfort Index (RCI), whereby the IRI data is correlated against people's perception of ride quality on a 0 to 100 score.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

1. **Laser height sensors** that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speed or less.
2. **Accelerometers** that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.

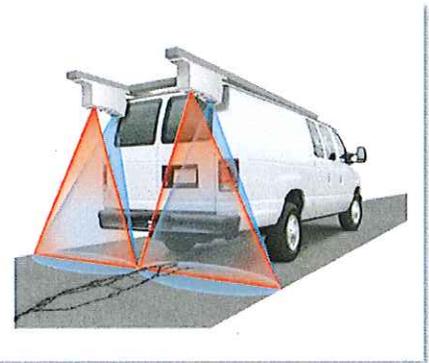


The RT3000 measures transverse profile and rut depths, using high precision, laser-based, height-measuring sensors. The lasers on either end of the rut bar are angled to provide the complete transverse profile across the traveled lane, without the need for extension pods. Extension pods can pose a hazard to other drivers, cyclists, and pedestrians.

**Laser Crack Measuring System (LCMS)**

Stantec's equipment can collect all physical pavement surface defects, utilizing our RT3000's Laser Crack Measuring systems and downward imaging technology.

Stantec's LCMS uses laser line projectors, high speed cameras and advanced optics to acquire high resolution 3D profiles of the road. This unique 3D vision technology allows for automatic pavement condition assessments of asphalt, porous asphalt, chip seal and concrete surfaces.



The LCMS acquires both 3D and 2D image data of the road surface with 1mm resolution over a 13ft lane width at survey speeds up to 60 mph.

The pavement imagery captured by the RT 3000 is subsequently post-processed through Stantec's Imaging Workstation. This system was specifically designed for pavement surface analysis, using both the 3D and 2D pavement imagery components of the LCMS as well as the collected ROW images. The Imaging Workstation expedites the distress rating process with built-in tools and synchronized images from multiple cameras. The software is used to detect and analyze cracks, lane markings, ruts, macro-texture,





**Reference: City of Spring Hill Automated Pavement Condition Survey**

patches raveling and potholes. As a result, each distress is **measured**, not estimated, and tagged with a linear reference and corresponding GPS coordinates. The distress data is collected continuously and summarized at user defined intervals.

**Distress Rating Protocols**

For this project, pavement distresses will be evaluated using a slightly modified ASTM D6433 distress rating protocol. Captured surface distress will be categorized into three levels of severity (Slight/Moderate/Severe) and measured units of extent (Length/Area/Count) for each distress type.

**Modified ASTM D6433 Pavement Distresses**

| Flexible Pavements  | Rigid Pavements   |
|---|---|
| <ul style="list-style-type: none"><li>• Patching</li><li>• Rippling &amp; Shoving</li><li>• Raveling &amp; Weathering</li><li>• Flushing &amp; Bleeding</li><li>• Distortion (Bumps/Depressions)</li><li>• Excessive Crown</li><li>• Progressive Edge Cracking</li><li>• Alligator Cracking</li><li>• Potholes</li><li>• Block/Map Cracking</li><li>• Longitudinal Cracking</li><li>• Transverse Cracking</li><li>• Wheel Track Rutting</li></ul> | <ul style="list-style-type: none"><li>• Patching</li><li>• Scaling</li><li>• Raveling &amp; Weathering</li><li>• Polishing</li><li>• Distortion</li><li>• C&amp;D Cracking</li><li>• Coarse Aggregate Loss</li><li>• Potholes</li><li>• Joint Sealant Loss</li><li>• Linear Cracking</li><li>• Transverse Cracking</li><li>• Joint Spalling</li><li>• Joint Faulting/Stepping</li></ul> |

Each distress severity and distress extent combination will be processed to determine a distress density. Using the individual distress densities and ASTM deduct models, a Pavement Condition Index (PCI) will be computed for each roadway section.

Note: All roads are evaluated in a single driven lane for up to 3 lane wide streets. Roads with 4 or more lanes, or divided by a median, will be surveyed in the outer most lane in both directions.

**DELIVERABLES**

The deliverable to the City will be a street section listing (xlsx or mdb format) with sectional average IRI values, distress severity and extent summations, and resulting RCI, and PCI scores. A GIS shapefile of RCI and PCI scores will also be provided if the City can provide Stantec a GIS road centerline file.



April 11, 2016  
 Trent Wempe, Street Superintendent  
 Page 4 of 4

**Reference: City of Spring Hill Automated Pavement Condition Survey**

**FEE SCHEDULE**

The following fee schedule is based on the project scope stated herein. All fees are exclusive of any applicable taxes.

| Task #       | Task Description  | Task Fee        |
|--------------|---|-----------------|
| 1            | Project Initiation and Survey Setup                               | \$ 2,000        |
| 2            | RT Crew Mobilization and Calibration                              | No Charge       |
| 3            | RT Pavement Survey on approximately 31 lane miles (16 test miles) | \$3,500         |
| 4            | RT Data Processing and RCI/PCI Determination                      | \$2,000         |
| <b>Total</b> |   | <b>\$ 7,500</b> |

**SCHEDULE**

The following timelines are anticipated for this assignment.

- Pavement Condition Survey.....July 2016
- Pavement Data Processing/PCI Determinations.....September 2016

**TERMS AND CONDITIONS**

All work associated with this project would be done in accordance with Stantec's Standard Professional Services Agreement. A copy of this agreement is provided for your consideration. Any requested changes to the Standard Agreement, or a City-supplied Services Agreement or Purchase Order will require Stantec's review and approval by Risk Management prior to execution. This quotation will remain valid for 90 days.

Regards,

**STANTEC CONSULTING SERVICES INC.**

Fred Stephenson  
 Senior Project Manager  
 Infrastructure Management  
 & Pavement Engineering  
 Phone: (226) 973-2549  
 Fax: (519) 579-7945  
 fred.stephenson@stantec.com

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