



**AGENDA
CITY COUNCIL REGULAR MEETING
THURSDAY, JANUARY 23, 2020
SPRING HILL CIVIC CENTER
401 N. MADISON, COUNCIL CHAMBERS
7:00 P.M.**

CALL TO ORDER

INVOCATION

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: January 13, 2020, Regular Meeting
2. Appropriation Order 2020-01-23
3. Consider Approval of Contract: Utility Line Locating Service, Integrity Locating Services, LLC

FORMAL COUNCIL ACTION

4. Oath of Office Andrea Hughes, City Council Member Elect
5. Consider Approval of Purchase: Vehicle for Public Works Department

6. Consider Approval of Purchase: Vehicle for Community Development Department

7. Consider Acceptance of Bid: ALLO Communications

DISCUSSION

8. 2021 Budget Core Components

9. Credit Card Fees

10. Right of Way Permit Fee Adjustments

ANNOUNCEMENTS and REPORTS

ADJOURN

**City of Spring Hill, Kansas
Minutes of City Council Regular Session
January 13, 2020**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on January 13, 2020. The meeting convened at 7:00p.m. with Mayor Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance: Chris Leaton via telephone
Tim Pittman
Floyd Koder
Chad Eckert

Councilmembers absent: Andrea Hughes

Staff in attendance: Jim Hendershot, City Administrator
Cindy Henson, Chief of Police
Jim Boyer, Director of Public Works
Patrick Burton, Community Development Director

Consultants in attendance: Frank Jenkins, City Attorney

INVOCATION

The invocation was given by Mayor Ellis.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

The City Clerk called the roll of the City Council. With a quorum present, the meeting commenced.

APPROVAL OF THE AGENDA

Motion by Eckert, seconded by Pittman, to approve the agenda as presented.
Motion carried 4-0-0.

CONSENT AGENDA

Motion by Pittman, seconded by Koder, to approve the consent agenda.

1. Approval of Minutes: January 9, 2020

Motion carried 4-0-0.

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

RECEPTION

The Mayor stated that he was grateful for the service that Councilman Koder and Councilman Pittman served on the City Council. Councilman Koder has served on the Council since April 14, 2011, and Councilman Pittman was appointed on November 9, 2017 to serve an un-expired term. The Mayor presented them a City flag, which is a City tradition to present a City flag to retiring councilmembers.

The Mayor declared a recess until 7:15pm to enjoy a cake reception.

The meeting reconvened at 7:15p.m. with everyone present.

FORMAL COUNCIL ACTION

2. Oath of Office Andrea Hughes, City Council Member Elect

Mrs. Hughes was absent; therefore, the Oath was not given.

3. Oath of Office Tyler Graves, City Council Member Elect

The City Clerk administered the Oath of Office to Council Member-Elect Tyler Graves. Mr. Graves signed the Oath and then took his seat on the dais.

4. Oath of Office Steve Owen, City Council Member Elect

The City Clerk administered the Oath of Office to Council Member-Elect Steve Owen. Mr. Owen signed the Oath and then took his seat on the dais.

5. Election of President of the City Council

Motion by Eckert, seconded by Graves, to nominate Steve Owen as Council President.

Motion carried 3-1 (Leaton)-0.

ADJOURN

Motion by Eckert, seconded by Owen, to adjourn.

The meeting adjourned at 7:25p.m.

Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2020-01-23 PRESENTED: January 23, 2020

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:	\$415,084.40
Payroll:	<u>\$77,209.87</u>
	\$492,294.27

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$554,403.16</u>
	\$554,403.16

Total amount of the Appropriation Order: \$1,046,697.43

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 00044 - ALL CITY MANAGEMENT SERVICES, INC					
65712	CROSSING GUARD SERVICES - 12/8-12/21/19	100-800-7500			\$1,120.35
Vendor 00044 - ALL CITY MANAGEMENT SERVICES, INC Total:					\$1,120.35
Vendor: 01802 - AMANDA SIMPSON					
3693	COMMUNITY CENTER DEPOSIT REFUND	100-2200	82505	1/16/2020	\$200.00
Vendor 01802 - AMANDA SIMPSON Total:					\$200.00
Vendor: 01799 - ARCHIVESOCIAL, INC					
9777	2020 ANNUAL SOCIAL MEDIA ARCHIVING	100-110-6130			\$835.80
9777	2020 ANNUAL SOCIAL MEDIA ARCHIVING	100-800-6130			\$358.20
9777	2020 ANNUAL SOCIAL MEDIA ARCHIVING	510-660-6130			\$597.00
9777	2020 ANNUAL SOCIAL MEDIA ARCHIVING	520-670-6130			\$597.00
Vendor 01799 - ARCHIVESOCIAL, INC Total:					\$2,388.00
Vendor: 00094 - ASCAP					
INV0001410	2020 ANNUAL MUSIC LICENSE FEE - SHAC	100-730-7700			\$363.00
Vendor 00094 - ASCAP Total:					\$363.00
Vendor: 00113 - ATRONIC ALARMS, INC					
381348	FIRE ALARM MONITORING 01/01-01/31/2020 - CH	100-720-7190	222443	01/09/2020	\$59.00
Vendor 00113 - ATRONIC ALARMS, INC Total:					\$59.00
Vendor: 00137 - BHC RHODES					
35889	ENGINEERING PRELIMINARY REVIEW - N. WEBSTER APTS	100-500-7150			\$175.00
Vendor 00137 - BHC RHODES Total:					\$175.00
Vendor: 00148 - BLUE VALLEY TRACTOR & SUPPLY					
190917	EQUIPMENT MAINT. - SNOW BLOWER WHEELS	100-720-6750			\$34.48
191428	CHAINSAW PARTS FOR REPAIRS	100-620-6750			\$231.50
Vendor 00148 - BLUE VALLEY TRACTOR & SUPPLY Total:					\$265.98
Vendor: 00151 - BNSF RAILWAY COMPANY					
90198912	UTILITY LINE ADJUSTMENT LOAN	510-660-9010			\$29,596.00
90198912	UTILITY LINE ADJUSTMENT LOAN	520-670-9010			\$32,005.00
Vendor 00151 - BNSF RAILWAY COMPANY Total:					\$61,601.00
Vendor: 01589 - CAROL GEORGE					
3692	COMMUNITY CENTER DEPOSIT REFUND	100-2200	82472	1/16/2020	\$200.00
Vendor 01589 - CAROL GEORGE Total:					\$200.00
Vendor: 00192 - CARTER WATERS LLC					
13732106-00	SATUROCK FOR POTHOLE REPAIRS	100-640-6630			\$199.00
13733429-00	SATUROCK FOR POTHOLE REPAIRS	100-640-6630			\$149.25
Vendor 00192 - CARTER WATERS LLC Total:					\$348.25
Vendor: 00201 - CENTURYLINK					
INV0001378A	TELEPHONE/COMMUNICATION - GROUP	100-110-7622	DFT0001220	01/07/2020	\$61.53
INV0001378A	TELEPHONE/COMMUNICATION - GROUP	100-610-7622	DFT0001220	01/07/2020	\$35.97
INV0001378A	TELEPHONE/COMMUNICATION - GROUP	100-710-7622	DFT0001220	01/07/2020	\$32.12
INV0001378A	TELEPHONE/COMMUNICATION - GROUP	100-730-7622	DFT0001220	01/07/2020	\$25.37
INV0001378A	TELEPHONE/COMMUNICATION - GROUP	100-800-7622	DFT0001220	01/07/2020	\$71.38
INV0001378A	TELEPHONE/COMMUNICATION - GROUP	520-670-7622	DFT0001220	01/07/2020	\$183.32
INV0001378B	TELEPHONE/COMMUNICATION - GROUP	100-110-7622	DFT0001226	01/07/2020	\$61.53
INV0001378B	TELEPHONE/COMMUNICATION - GROUP	100-610-7622	DFT0001226	01/07/2020	\$35.97
INV0001378B	TELEPHONE/COMMUNICATION - GROUP	100-710-7622	DFT0001226	01/07/2020	\$32.13
INV0001378B	TELEPHONE/COMMUNICATION - GROUP	100-730-7622	DFT0001226	01/07/2020	\$25.37
INV0001378B	TELEPHONE/COMMUNICATION - GROUP	100-800-7622	DFT0001226	01/07/2020	\$71.38
INV0001378B	TELEPHONE/COMMUNICATION - GROUP	520-670-7622	DFT0001226	01/07/2020	\$183.31
Vendor 00201 - CENTURYLINK Total:					\$819.38
Vendor: 00206 - CHAMPION BRANDS, LLC					
575883	SUPPLIES FOR VEHICLE MAINTENANCE	100-640-6110			\$652.42
Vendor 00206 - CHAMPION BRANDS, LLC Total:					\$652.42
Vendor: 00222 - CINTAS CORPORATION					
5014713936	SUPPLIES - GLOVES & EYE WASH STATION CARTRIDGES	510-660-6670			\$91.97
5014713936	SUPPLIES - GLOVES & EYE WASH STATION CARTRIDGES	520-670-6110			\$225.69
5014713936	SUPPLIES - GLOVES & EYE WASH STATION CARTRIDGES	520-670-6670			\$91.97
5015522365	FIRST AID SUPPLIES	100-620-6110			\$42.75

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
5015522365	FIRST AID SUPPLIES	100-640-6110			\$42.75
5015522365	FIRST AID SUPPLIES	510-660-6110			\$94.82
5015522365	FIRST AID SUPPLIES	520-670-6110			\$94.83
Vendor 00222 - CINTAS CORPORATION Total:					\$684.78
Vendor: 00230 - CITY OF SPRING HILL					
INV0001408	TRASH COLLECTION 11/18-12/18/2019	100-620-7628			\$60.79
INV0001408	TRASH COLLECTION 11/18-12/18/2019	100-640-7628			\$110.79
INV0001408	TRASH COLLECTION 11/18-12/18/2019	100-710-7628			\$98.29
INV0001408	TRASH COLLECTION 11/18-12/18/2019	100-720-7628			\$196.58
INV0001408	TRASH COLLECTION 11/18-12/18/2019	100-730-7628			\$85.80
INV0001408	TRASH COLLECTION 11/18-12/18/2019	100-800-7628			\$85.80
Vendor 00230 - CITY OF SPRING HILL Total:					\$638.05
Vendor: 00233 - CK POWER					
SVI078069	GENERATOR SERVICE - CITY HALL	100-720-6750			\$280.00
SVI078073	WWTP GENERATOR SERVICE REPAIR	520-670-6750			\$515.00
SVI078293	GENERATOR SERVICE - S BENEFIT #3 LIFT STATION	520-670-6750			\$715.00
SVI078313	GENERATOR SERVICE - PLAN - OCHELTREE LIFT STATION	520-670-6750			\$335.00
SVI078335	GENERATOR SERVICE - N BENEFIT 4.1 LIFT STATION	520-670-6750			\$295.00
SVI078336	GENERATOR SERVICE - STRONG LIFT STATION	520-670-6750			\$480.00
SVI078769	GENERATOR BATTERY REPLACEMENT - WEST LIFT STATION	520-670-6750			\$279.51
SVI079633	GENERATOR REPAIR - WWTP	520-670-6750			\$1,348.22
Vendor 00233 - CK POWER Total:					\$4,247.73
Vendor: 00245 - COLEMAN EQUIPMENT INC.					
389145	CUTTING BLADE & PARTS FOR LINCOLN STREET PROJECT	300-000-8110			\$699.78
CM389146	RETURNED KUBOTA MINI-HOE RPLCMNT EDGE & PARTS	100-640-6750			-\$751.57
100-22989	BREAKER RENTAL FOR LINCOLN STREET PROJECT	300-000-7230			\$197.75
22121	REPAIRS FOR BREAKER	100-640-6750			\$120.81
200-8360	EXCAVATOR RENTAL- LINCOLN ST PROJECT- 9/3-10/1/19	300-000-7230			\$3,645.00
393713	EQUIPMENT MAINT. - FUEL FILTERS	100-640-6750			\$111.04
CM200-8485	CREDIT - EXCAVATOR RETURNED EARLY - LINCOLN ST- 9/3-9/17	300-000-7230			-\$1,822.50
CM406749	RETURNED FUEL FILTER	100-640-6750			-\$39.11
9082	HYDRAULIC BREAKER REPLACEMENT PARTS	100-640-6750			\$6,324.00
Vendor 00245 - COLEMAN EQUIPMENT INC. Total:					\$8,485.20
Vendor: 00267 - CORE & MAIN LP					
L611710	FIRE HYDRANT BREAK AWAY FLANGE REPAIR KIT	510-660-6610			\$436.56
Vendor 00267 - CORE & MAIN LP Total:					\$436.56
Vendor: 00277 - CREATIVE DISPLAYS OF KC, INC.					
1970	LABOR TO HANG/REMOVE/STORE HOLIDAY STREET DECOR	100-110-6601			\$1,926.25
Vendor 00277 - CREATIVE DISPLAYS OF KC, INC. Total:					\$1,926.25
Vendor: 00325 - DELL FINANCIAL SERVICES					
80244347	LEASE PAYMENTS - 6695052-003 - JAN 2020	100-110-8300			\$55.66
80244348	LEASE PAYMENTS - 6695052-004 - JAN 2020	100-110-8300			\$70.00
80244348	LEASE PAYMENTS - 6695052-004 - JAN 2020	510-660-8300			\$70.00
80244348	LEASE PAYMENTS - 6695052-004 - JAN 2020	520-670-8300			\$65.91
80244349	LEASE PAYMENTS - 6695052-005 - JAN 2020	100-110-8300			\$33.50
80244350	LEASE PAYMENTS - 6695052-006 - JAN 2020	100-100-8300			\$40.66
80244350	LEASE PAYMENTS - 6695052-006 - JAN 2020	100-200-8300			\$2.14
Vendor 00325 - DELL FINANCIAL SERVICES Total:					\$337.87
Vendor: 00358 - E EDWARDS, INC					
1062062942	UNIFORMS PARKS DEPT	100-640-5400			\$351.00
Vendor 00358 - E EDWARDS, INC Total:					\$351.00
Vendor: 00361 - EASTERN KS GFOA					
INV0001436	2020 EKGFOA MEMBERSHIP	100-200-7700			\$50.00
INV0001437	2020 EKGFOA MEMBERSHIP	100-200-7700			\$50.00
Vendor 00361 - EASTERN KS GFOA Total:					\$100.00
Vendor: 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)					
INV0001424	ELECTRIC SERVICE - STREET LIGHTS	100-640-7626	DFT0001237	01/13/2020	\$4,299.36
Vendor 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:					\$4,299.36
Vendor: 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)					
INV0001423	ELECTRIC SERVICE - GROUP BILL	100-620-7626	DFT0001236	01/13/2020	\$51.29
INV0001423	ELECTRIC SERVICE - GROUP BILL	100-640-7626	DFT0001236	01/13/2020	\$730.74
INV0001423	ELECTRIC SERVICE - GROUP BILL	100-720-7626	DFT0001236	01/13/2020	\$4,202.16
INV0001423	ELECTRIC SERVICE - GROUP BILL	100-730-7626	DFT0001236	01/13/2020	\$69.67

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
INV0001423	ELECTRIC SERVICE - GROUP BILL	100-800-7626	DFT0001236	01/13/2020	\$710.50
INV0001423	ELECTRIC SERVICE - GROUP BILL	510-660-7626	DFT0001236	01/13/2020	\$1,168.15
INV0001423	ELECTRIC SERVICE - GROUP BILL	520-670-7626	DFT0001236	01/13/2020	\$719.63
Vendor 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:					\$7,652.14
Vendor: 00676 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001403	ELECTRIC SERVICE - 18095 W 199TH ST, SIREN	100-640-7626	DFT0001221	01/07/2020	\$34.60
Vendor 00676 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$34.60
Vendor: 00679 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001426	ELECTRIC SERVICE - WATER DP03	520-670-7626	DFT0001239	01/13/2020	\$1,366.89
Vendor 00679 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$1,366.89
Vendor: 00681 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001427	ELECTRIC SERVICE - 20700 W 223	510-660-7626	DFT0001240	01/13/2020	\$120.79
Vendor 00681 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$120.79
Vendor: 00683 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001404	ELECTRIC SERVICE - 18539 WOODLAND RD	520-670-7626	DFT0001222	01/07/2020	\$143.53
Vendor 00683 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$143.53
Vendor: 00684 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001425	ELECTRIC SERVICE - 22711 WOODLAND W/W	520-670-7626	DFT0001238	01/13/2020	\$6,794.37
Vendor 00684 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$6,794.37
Vendor: 00685 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001405	ELECTRIC SERVICE - 18899 S LONE ELM RD	520-670-7626	DFT0001223	01/07/2020	\$303.39
Vendor 00685 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$303.39
Vendor: 00686 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001406	ELECTRIC SERVICE - 18700 W 191ST ST	520-670-7626	DFT0001224	01/07/2020	\$234.38
Vendor 00686 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$234.38
Vendor: 00687 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001429	ELECTRIC SERVICE - 22470 S FRANKLIN	100-620-7626	DFT0001242	01/13/2020	\$18.14
Vendor 00687 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$18.14
Vendor: 00688 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001407	ELECTRIC SERVICE - 20281 LONE ELM RD	100-640-7626	DFT0001225	01/07/2020	\$33.42
Vendor 00688 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$33.42
Vendor: 00689 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001428	ELECTRIC SERVICE - 797A S WEBSTER XMAS LIGHTS	100-640-7626	DFT0001241	01/13/2020	\$50.66
Vendor 00689 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$50.66
Vendor: 00428 - FOLEY EQUIPMENT COMPANY					
R03805-01	EQUIPMENT RENTAL FOR MELVIN MURRY POND PROJECT	100-620-7230			\$5,625.03
PS460050051	LIGHT SWITCH REPLACEMENT ON DUMP TRUCK	100-640-6720			\$78.76
Vendor 00428 - FOLEY EQUIPMENT COMPANY Total:					\$5,703.79
Vendor: 01765 - G T DISTRIBUTORS, INC					
INV0742521	PD UNIFORM JACKET	100-800-5400			\$99.00
INV0745023	PD UNIFORM JACKET	100-800-5400			\$99.00
Vendor 01765 - G T DISTRIBUTORS, INC Total:					\$198.00
Vendor: 00466 - GERKEN RENTAL					
290703-1	TILLER RENTAL FOR SHAC LANDSCAPE	100-620-7230			\$24.00
19577AO-1	PORTABLE RESTROOM - CITY PARK	100-620-7220			\$110.00
19578AO-1	PORTABLE RESTROOM - SHAC PARK	100-620-7220			\$110.00
Vendor 00466 - GERKEN RENTAL Total:					\$244.00
Vendor: 00473 - GLENDA GERRITY					
INV0001422	EMPLOYEE EXPENSE REIMBURSEMENT - MILEAGE	100-300-7100			\$156.60
Vendor 00473 - GLENDA GERRITY Total:					\$156.60
Vendor: 01606 - GLOBAL PAYMENTS DIRECT, INC.					
20008528	ELECTRONIC PAYMENT PROCESSOR FEES - DEC 2019	100-110-7770	DFT0001251	01/02/2020	\$102.49
30014856	ELECTRONIC PAYMENT PROCESSOR FEES - DEC 2019	510-660-7770	DFT0001245	01/02/2020	\$283.92
30014856	ELECTRONIC PAYMENT PROCESSOR FEES - DEC 2019	520-670-7770	DFT0001245	01/02/2020	\$283.93
30014857	ELECTRONIC PAYMENT PROCESSOR FEES - DEC 2019	100-110-7770	DFT0001244	01/02/2020	\$433.85
40026115	ELECTRONIC PAYMENT PROCESSOR FEES - DEC 2019	510-660-7770	DFT0001243	01/02/2020	\$839.57
40026115	ELECTRONIC PAYMENT PROCESSOR FEES - DEC 2019	520-670-7770	DFT0001243	01/02/2020	\$839.58
Vendor 01606 - GLOBAL PAYMENTS DIRECT, INC. Total:					\$2,783.34

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 00487 - GRAINGER					
9397670986	CONCRETE CRACK MONITOR - UNDER CIVIC CTR STAGE	100-720-6730			\$31.26
				Vendor 00487 - GRAINGER Total:	\$31.26
Vendor: 00508 - H.E.R.S. INC					
55632	IGNITION SWITCH FOR #201 SPREADER	100-640-6750			\$14.99
				Vendor 00508 - H.E.R.S. INC Total:	\$14.99
Vendor: 00516 - HAWKINS, INC					
4630359	PRODUCT FOR SEWER COLLECTION SYSTEM H2S	520-670-7590			\$3,638.98
				Vendor 00516 - HAWKINS, INC Total:	\$3,638.98
Vendor: 00534 - HERITAGE TRACTOR, INC					
10594320	TRIMMER GREASE #145	100-620-6750			\$33.98
				Vendor 00534 - HERITAGE TRACTOR, INC Total:	\$33.98
Vendor: 00571 - INLAND TRUCK PARTS COMPANY					
IN-507468	NEW FUEL FILTER FOR DUMP TRUCK	100-640-6720			\$16.52
				Vendor 00571 - INLAND TRUCK PARTS COMPANY Total:	\$16.52
Vendor: 00573 - INTEGRITY LOCATING SERVICES, LLC					
3658	UTILITY LOCATING SERVICES -11/23-12/22/2019	100-640-7190			\$1,150.00
3658	UTILITY LOCATING SERVICES -11/23-12/22/2019	510-660-7190			\$1,150.00
3658	UTILITY LOCATING SERVICES -11/23-12/22/2019	520-670-7190			\$1,150.00
				Vendor 00573 - INTEGRITY LOCATING SERVICES, LLC Total:	\$3,450.00
Vendor: 00575 - INTERNAL REVENUE SERVICE					
INV0001399	MEDICARE TAXES PAYABLE	100-2100	DFT0001217	01/03/2020	\$2,900.52
INV0001399	MEDICARE TAXES PAYABLE	510-2100	DFT0001217	01/03/2020	\$132.30
INV0001399	MEDICARE TAXES PAYABLE	520-2100	DFT0001217	01/03/2020	\$147.22
INV0001400	SOCIAL SECURITY TAXES PAYABLE	100-2100	DFT0001218	01/03/2020	\$12,402.00
INV0001400	SOCIAL SECURITY TAXES PAYABLE	510-2100	DFT0001218	01/03/2020	\$565.54
INV0001400	SOCIAL SECURITY TAXES PAYABLE	520-2100	DFT0001218	01/03/2020	\$629.66
INV0001401	FEDERAL WITHHOLDING TAX PAYABLE	100-2100	DFT0001219	01/03/2020	\$8,894.92
INV0001401	FEDERAL WITHHOLDING TAX PAYABLE	510-2100	DFT0001219	01/03/2020	\$272.32
INV0001401	FEDERAL WITHHOLDING TAX PAYABLE	520-2100	DFT0001219	01/03/2020	\$359.40
				Vendor 00575 - INTERNAL REVENUE SERVICE Total:	\$26,303.88
Vendor: 00577 - INTERNATIONAL CODE COUNCIL					
3252943	2020 ICC GOV MEMBERSHIP RENEWAL - COMM DEV DEPT	100-500-7700			\$135.00
				Vendor 00577 - INTERNATIONAL CODE COUNCIL Total:	\$135.00
Vendor: 00592 - J & T AUTO SERVICE INC					
4392	LUBE, OIL, FILTER CHANGE & TIRE ROTATION- UNIT 857	100-800-6720			\$75.99
4483	TIRE REPAIR 2013 TAHOE - UNIT 859	100-800-6720			\$26.99
4563	LUBE,OIL,FILTER CHANGE&TIRE ROTATION-UNIT 855	100-800-6720			\$75.99
4648	DIAGNOSTIC LABOR - UNIT 855	100-800-6720			\$34.02
				Vendor 00592 - J & T AUTO SERVICE INC Total:	\$212.99
Vendor: 01743 - J.WILBUR COMPANY					
89615	PROMOTIONAL ITEMS - PD TUMBLERS	100-800-7110			\$349.64
				Vendor 01743 - J.WILBUR COMPANY Total:	\$349.64
Vendor: 01704 - JEFF COHEE					
2019-SPRINGHILL-02	POLYGRAPH SERVICES - PD OFFICER HIRING PROCESS	100-800-5510			\$760.00
				Vendor 01704 - JEFF COHEE Total:	\$760.00
Vendor: 00627 - JO CO HUMAN SERVICES & AGING					
INV0001386	2020 UTILITY ASSISTANCE PROGRAM	100-110-7340	222444	01/09/2020	\$3,000.00
				Vendor 00627 - JO CO HUMAN SERVICES & AGING Total:	\$3,000.00
Vendor: 00629 - JO CO UNITED COMMUNITY SERVICE					
INV0001385	2020 CONTRIBUTION TO NONPROFIT ORGANIZATIONS	100-110-7340			\$2,000.00
				Vendor 00629 - JO CO UNITED COMMUNITY SERVICE Total:	\$2,000.00
Vendor: 00640 - JOHNSON CO RFD#2					
INV0001387	2020 FIRE DISTRICT SERVICES - 1ST QTR	215-000-7310	82516	1/16/2020	\$189,000.00
				Vendor 00640 - JOHNSON CO RFD#2 Total:	\$189,000.00
Vendor: 00648 - JOHNSON COUNTY PUBLIC WORKS					
1226	WEBSTER STREET STRIPING COMPLETED IN 2019	100-640-7520			\$708.80
				Vendor 00648 - JOHNSON COUNTY PUBLIC WORKS Total:	\$708.80

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Vendor: 00650 - JOHNSON COUNTY TOPSOIL					
222319	LANDSCAPING MATERIALS	100-730-6730			\$25.00
Vendor 00650 - JOHNSON COUNTY TOPSOIL Total:					\$25.00
Vendor: 00669 - KANSAS ARBORISTS ASSOCIATION					
INV0001402	ARBORIST TRAINING, CERTIFICATION & MEMBERSHIP FEES	100-620-7700			\$30.00
Vendor 00669 - KANSAS ARBORISTS ASSOCIATION Total:					\$30.00
Vendor: 00670 - KANSAS ASSOC OF COURT MNGMT					
INV0001409	2020 ANNUAL KACM MEMBERSHIP DUES	100-310-7700			\$50.00
Vendor 00670 - KANSAS ASSOC OF COURT MNGMT Total:					\$50.00
Vendor: 00702 - KANSAS ONE-CALL SYSTEM, INC					
9120453	UTILITY LOCATING REQUEST NOTIFICATIONS - DEC 2019	100-640-7190			\$84.40
9120453	UTILITY LOCATING REQUEST NOTIFICATIONS - DEC 2019	510-660-7190			\$84.40
9120453	UTILITY LOCATING REQUEST NOTIFICATIONS - DEC 2019	520-670-7190			\$84.40
Vendor 00702 - KANSAS ONE-CALL SYSTEM, INC Total:					\$253.20
Vendor: 00706 - KANSAS PAYMENT CENTER					
INV0001397	CHILD SUPPORT 1	100-2130	82463	01/03/2020	\$158.31
Vendor 00706 - KANSAS PAYMENT CENTER Total:					\$158.31
Vendor: 00721 - KATHERINE SHUPERT					
INV0001382	EMPLOYEE EXPENSES REIMBURSEMENT - MILEAGE	100-100-7100			\$21.69
Vendor 00721 - KATHERINE SHUPERT Total:					\$21.69
Vendor: 00725 - KC BOBCAT					
19131281	SKID STEER LOADER SERVICE REPAIR	100-640-6750			\$334.45
Vendor 00725 - KC BOBCAT Total:					\$334.45
Vendor: 00727 - KCMAPT					
INV0001359	2020 ANNUAL MEMBERSHIP DUES	100-500-7700			\$40.00
Vendor 00727 - KCMAPT Total:					\$40.00
Vendor: 00764 - KPERS					
INV0001388	KP & F OPTIONAL GROUP LIFE PAYABLE	100-2115	DFT0001207	01/03/2020	\$78.20
INV0001389	KP & F PENSION PAYABLE	100-2110	DFT0001208	01/03/2020	\$9,465.31
INV0001390	KPERS TIER 1 PAYROLL	100-2110	DFT0001209	01/03/2020	\$4,442.63
INV0001390	KPERS TIER 1 PAYROLL	510-2110	DFT0001209	01/03/2020	\$462.80
INV0001390	KPERS TIER 1 PAYROLL	520-2110	DFT0001209	01/03/2020	\$137.93
INV0001391	KPERS TIER 2 PAYROLL	100-2110	DFT0001210	01/03/2020	\$2,058.50
INV0001391	KPERS TIER 2 PAYROLL	510-2110	DFT0001210	01/03/2020	\$207.27
INV0001391	KPERS TIER 2 PAYROLL	520-2110	DFT0001210	01/03/2020	\$366.31
INV0001392	KPERS TIER 3 PAYROLL	100-2110	DFT0001211	01/03/2020	\$3,460.14
INV0001392	KPERS TIER 3 PAYROLL	510-2110	DFT0001211	01/03/2020	\$90.31
INV0001392	KPERS TIER 3 PAYROLL	520-2110	DFT0001211	01/03/2020	\$298.68
INV0001393	KPERS 457 PLAN PAYABLE	100-2115	DFT0001212	01/03/2020	\$489.19
INV0001394	KPERS 457 PLAN PAYABLE	100-2115	DFT0001213	01/03/2020	\$1,598.00
INV0001394	KPERS 457 PLAN PAYABLE	510-2115	DFT0001213	01/03/2020	\$85.02
INV0001394	KPERS 457 PLAN PAYABLE	520-2115	DFT0001213	01/03/2020	\$54.98
INV0001395	KPERS D & D PAYABLE	100-2110	DFT0001214	01/03/2020	\$668.99
INV0001395	KPERS D & D PAYABLE	510-2110	DFT0001214	01/03/2020	\$51.09
INV0001395	KPERS D & D PAYABLE	520-2110	DFT0001214	01/03/2020	\$53.91
INV0001396	KPERS OGLI MONTHLY PREMIUM PAYABLE	100-2115	DFT0001215	01/03/2020	\$306.81
INV0001396	KPERS OGLI MONTHLY PREMIUM PAYABLE	510-2115	DFT0001215	01/03/2020	\$39.20
INV0001396	KPERS OGLI MONTHLY PREMIUM PAYABLE	520-2115	DFT0001215	01/03/2020	\$60.37
Vendor 00764 - KPERS Total:					\$24,475.64
Vendor: 00779 - KS EMPLOYMENT SECURITY FUND					
INV0001430	UNEMPLOYMENT TAX ALLOCATION - 4TH QTR 2019	100-2100	DFT0001246	01/08/2020	\$2,546.79
INV0001430	UNEMPLOYMENT TAX ALLOCATION - 4TH QTR 2019	510-2100	DFT0001246	01/08/2020	\$135.75
INV0001430	UNEMPLOYMENT TAX ALLOCATION - 4TH QTR 2019	520-2100	DFT0001246	01/08/2020	\$157.27
Vendor 00779 - KS EMPLOYMENT SECURITY FUND Total:					\$2,839.81
Vendor: 00785 - KS STATE TREASURER					
R1200127105349	2012A P & I	400-000-9010	82464	01/06/2020	\$4,886.00
R1200127105349	2012A P & I	400-000-9110	82464	01/06/2020	\$11,579.44
50817	COURT FEES - DEC 2019	100-2251			\$555.50
50817	COURT FEES - DEC 2019	100-2252			\$30.00
50817	COURT FEES - DEC 2019	100-2255			\$15.00

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50817	COURT FEES - DEC 2019	100-2255			\$44.00
50817	COURT FEES - DEC 2019	100-2255			\$185.00
50817	COURT FEES - DEC 2019	100-2256			\$750.00
50817	COURT FEES - DEC 2019	100-2257			\$210.00
Vendor 00785 - KS STATE TREASURER Total:					\$18,254.94
Vendor: 01798 - LINDA SHIPPY					
3714	COMMUNITY CENTER DEPOSIT REFUND	100-2200	82487	1/16/2020	\$200.00
Vendor 01798 - LINDA SHIPPY Total:					\$200.00
Vendor: 00850 - LOWE LAW FIRM, LLP					
20200601A	LEGAL FEES - RETAINER	100-110-7170			\$1,500.00
20200601A	LEGAL FEES - RETAINER	510-660-7170			\$750.00
20200601A	LEGAL FEES - RETAINER	520-670-7170			\$750.00
20200601B	LEGAL FEES - CEMETERY BY-LAWS/RULES	100-110-7170			\$406.20
20200601C	LEGAL FEES - DAYTON CREEK REVIEW	100-110-7170			\$810.00
20200601C	LEGAL FEES - DAYTON CREEK REVIEW	408-000-7170			\$3,786.70
20200601D	LEGAL FEES - TRASH CONTRACT REVIEW	100-110-7170			\$2,882.00
20200601E	LEGAL FEES - PERSONNEL	100-110-7170			\$836.00
20200601F	LEGAL FEES - AUDIT REPORT	100-110-7170			\$878.30
20200601G	LEGAL FEES - CONTRACT REVIEW - CHAMBER OF COMMERCE	100-110-7170			\$112.50
20200601H	LEGAL FEES - CONTRACT REVIEW - MICRO-COMM	510-660-7170			\$80.25
20200601H	LEGAL FEES - CONTRACT REVIEW - MICRO-COMM	520-670-7170			\$80.25
20200601I	LEGAL FEES - CONTRACT REVIEW - FINANCIAL ADVISOR	100-110-7170			\$112.50
20200601J	LEGAL FEES - STAFF CONFERENCES	100-110-7170			\$485.50
20200601J	LEGAL FEES - STAFF CONFERENCES	510-660-7170			\$241.00
20200601J	LEGAL FEES - STAFF CONFERENCES	520-670-7170			\$241.00
20200601K	LEGAL FEES - LEASE REVIEW 2019	100-110-7170			\$54.00
20200601L	LEGAL FEES - BROADBAND REVIEW	100-110-7170			\$157.50
20200601M	LEGAL FEES - CLAIM REVIEW	100-110-7170			\$157.50
20200601N	LEGAL FEES - MUNICIPAL COURT REVIEW	100-110-7170			\$235.20
20200601O	LEGAL FEES - CLAIM REVIEW	100-110-7170			\$226.00
20200601P	LEGAL FEES - SEATS, INC INCENTIVE REVIEW	100-130-7170			\$2,139.10
20200601Q	LEGAL FEES - WATER TOWER INSTALLMENT	510-660-7170			\$991.13
20200601R	LEGAL FEES - CONTRACT REVIEW ACTIVENET	100-110-7170			\$225.40
20200601S	LEGAL FEES - CLAIM REVIEW	520-670-7170			\$67.50
20200601T	LEGAL FEES - MID-AM INCENTIVE REVIEW	100-130-7170			\$271.40
20200601U	LEGAL FEES - CLAIM REVIEW	520-670-7170			\$45.00
20200601V	LEGAL FEES - REVIEW TOW ORDINANCE	100-110-7170			\$3,065.80
Vendor 00850 - LOWE LAW FIRM, LLP Total:					\$21,587.73
Vendor: 01805 - MAGUIRE IRON, INC					
PAY APP #1	GROUND STORAGE TANK REPAIRS & MAINTENANCE	510-660-8125			\$180,405.00
Vendor 01805 - MAGUIRE IRON, INC Total:					\$180,405.00
Vendor: 01801 - MARK TRAYNOR					
3776	COMMUNITY CENTER DEPOSIT REFUND	100-2200	82519	1/16/2020	\$200.00
Vendor 01801 - MARK TRAYNOR Total:					\$200.00
Vendor: 00884 - MCCLURE ENGINEERING COMPANY					
127130	DAYTON CREEK SBD 3 - CPS - DEC 2019	406-000-7150			\$341.14
127132	DAYTON CREEK SBD 3 - CPS - DEC 2019	406-000-7150			\$210.00
Vendor 00884 - MCCLURE ENGINEERING COMPANY Total:					\$551.14
Vendor: 01729 - MEGA INDUSTRIES CORPORATION					
662-20191231	EQUIPMENT - NEW UV SYSTEM - PAY APP #3 - FINAL	520-670-8110			\$2,000.00
677 SHKS-20191231	VETERANS PARK PROJECT 677 SHKS PERIOD 12/31/19	300-000-8000			\$184,321.40
Vendor 01729 - MEGA INDUSTRIES CORPORATION Total:					\$186,321.40
Vendor: 00916 - MICHAEL W BAUM					
679197	PERSONAL PROTECTIVE EQUIPMENT	100-640-6670			\$8.99
679198	UNIFORM ITEMS - PW	100-640-5400			\$117.95
Vendor 00916 - MICHAEL W BAUM Total:					\$126.94
Vendor: 00939 - MIDWEST PUBLIC RISK					
INV0001380	HEALTH INS PREMIUM - JAN 2020	100-2120	222445	01/09/2020	\$63,712.36
INV0001380	HEALTH INS PREMIUM - JAN 2020	510-2120	222445	01/09/2020	\$8,513.41
INV0001380	HEALTH INS PREMIUM - JAN 2020	520-2120	222445	01/09/2020	\$7,232.61
Vendor 00939 - MIDWEST PUBLIC RISK Total:					\$79,458.38

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Vendor: 00970 - MOWER DOCTOR					
52826	OIL FILTER KIT FOR #134	100-620-6750			\$43.74
Vendor 00970 - MOWER DOCTOR Total:					\$43.74
Vendor: 01803 - NANCIE MERRICK					
3750	COMMUNITY CENTER DEPOSIT REFUND	100-2200	82489	1/16/2020	\$200.00
Vendor 01803 - NANCIE MERRICK Total:					\$200.00
Vendor: 00979 - NAPA SPRING HILL, LLC					
361633	UNIT #303 WIPER BLADES	510-660-6720			\$17.70
361939	OIL & FILTER REPLACEMENT FOR NEW LOADER	100-640-6750			\$112.47
362024	UNIT #114 TRANSMISSION OIL FILTER	100-620-6720			\$29.99
362180	SUPPLIES FOR VEHICLE MAINTENANCE	100-620-6720			\$254.97
362183	RETURNED & PURCHASED NEW FILTERS	100-620-6720			\$16.98
362183	RETURNED & PURCHASED NEW FILTERS	100-620-6720			-\$15.98
362190	OIL FOR VEHICLES	100-620-6720			\$64.40
362205	FILTERS FOR VEHICLES	100-620-6720			\$91.48
362246	GLOVES & OIL DRY	100-620-6110			\$17.61
362246	GLOVES & OIL DRY	100-620-6670			\$10.99
362298	FUSES FOR VEHICLE MAINTENANCE	100-620-6720			\$26.52
362299	FUEL TANK SELECTOR #200	100-620-6720			\$49.99
362359	WEED EATER SPARK PLUG	100-620-6750			\$2.99
362368	SPARK PLUG PURCHASE & RETURN	100-620-6750			-\$2.99
362368	SPARK PLUG PURCHASE & RETURN	100-620-6750			\$4.29
Vendor 00979 - NAPA SPRING HILL, LLC Total:					\$681.41
Vendor: 00992 - NBS					
1219000013	2020 ANNUAL D-FAST LICENSE FEE	100-130-6130			\$5,597.04
Vendor 00992 - NBS Total:					\$5,597.04
Vendor: 01008 - NPG NEWSPAPERS, INC					
6627453	PUBLICATIONS - SEATS TAX ABATE HRG NOTICE	100-110-7130			\$61.12
6627685	PUBLICATIONS - 2019 AMEND BUDGET HRG NOTICE	100-110-7130			\$30.56
6629633	PUBLICATIONS - ORD 2019-22 LEASE ACQ OF VEHICLES	100-110-7130			\$180.72
6629635	PUBLICATIONS - RES 2019-R DAYTON CREEK SBD 4	100-110-7130			\$440.48
6629746	PUBLICATIONS - ORD 2019-21 RZNG Z-03-19	100-110-7130			\$60.20
6630461	PUBLICATIONS - ORD 2019-25 RZNG Z-04-19	100-110-7130			\$61.12
6630464	PUBLICATIONS - ORD 2019-26 RZNG Z-05-19	100-110-7130			\$60.20
6630465	PUBLICATIONS - ORD 2019-27 RZNG Z-06-19	100-110-7130			\$60.20
6630466	PUBLICATIONS - ORD 2019-24 AMEND ORD 2018-20 SEATS	100-110-7130			\$211.28
6630467	PUBLICATIONS - ORD 2019-23 TAX ABATE SEATS	100-110-7130			\$287.68
6630468	PUBLICATIONS - ORD 2019-28 AMND SEC 1-402 RESIDENCY	100-110-7130			\$49.16
75127265	PUBLICATIONS - 2020 MI CO VISITORS GUIDE	100-110-7130			\$50.00
Vendor 01008 - NPG NEWSPAPERS, INC Total:					\$1,552.72
Vendor: 01700 - NSITE CORPORATION					
2147	CHEMICAL FOR TREE STUMPS	100-620-6640			\$41.40
Vendor 01700 - NSITE CORPORATION Total:					\$41.40
Vendor: 01012 - OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A.					
1012066987	PRE-EMPLOYMENT PHYSICAL	100-800-7190			\$186.00
1012067840	PRE-EMPLOYMENT PHYSICAL	100-800-7190			\$580.50
Vendor 01012 - OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A. Total:					\$766.50
Vendor: 01010 - O'DONNELL AND SONS CONSTRUCT					
100553	ASPHALT FOR STREET REPAIRS	205-640-6630			\$77.35
Vendor 01010 - O'DONNELL AND SONS CONSTRUCT Total:					\$77.35
Vendor: 01013 - OFFICE DEPOT, INC					
396143906001	ADMINISTRATIVE SUPPLIES - PW	100-610-6110			\$9.71
418582313001	ADMINISTRATIVE SUPPLIES - PW & PARKS	100-610-6110			\$29.39
418582313001	ADMINISTRATIVE SUPPLIES - PW & PARKS	100-620-6110			\$73.58
420348589001	ADMINISTRATIVE SUPPLIES - PW	100-610-6110			\$7.75
422243260001	ADMINISTRATIVE SUPPLIES - PW	510-660-6110			\$49.67
422243260001	ADMINISTRATIVE SUPPLIES - PW	520-670-6110			\$49.66
421042479001	ADMINISTRATIVE SUPPLIES - CH	100-720-6110			\$20.66
423641804001	ADMINISTRATIVE SUPPLIES - PW	100-610-6110			\$40.35
424338163001	ADMINISTRATIVE SUPPLIES - CH	100-110-6110			\$30.97
424728986001	ADMINISTRATIVE SUPPLIES - PW	100-110-6110			\$19.99
424785941001	ADMINISTRATIVE SUPPLIES - CH	100-110-6110			\$178.55
424785942001	ADMINISTRATIVE SUPPLIES - CH	100-110-6110			\$18.76

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425331822001	ADMINISTRATIVE SUPPLIES - CH	100-110-6110			\$52.99
425331988001	ADMINISTRATIVE SUPPLIES - CH	100-110-6110			\$26.19
425726970001	2019 TAX FORMS - W2/W3	100-110-6110			\$35.99
Vendor 01013 - OFFICE DEPOT, INC Total:					\$644.21
Vendor: 01022 - OLATHE FORD SALES, INC					
F34561	UNIT #119 VALVE & WATER PUMP REPLACEMENT	100-620-6720			\$690.80
Vendor 01022 - OLATHE FORD SALES, INC Total:					\$690.80
Vendor: 01035 - OLATHE WINWATER COMPANY					
146557 00	NORTH STREET CULVERT REPLACEMENT PIPE	100-640-6610			\$896.40
Vendor 01035 - OLATHE WINWATER COMPANY Total:					\$896.40
Vendor: 01403 - PATTI BANKS ASSOCIATES					
P19013-9	PARKS MASTER PLAN - DEC 2019	210-620-7190			\$5,927.50
P17059.3-7	VETERAN'S PARK UPDATE CD'S & CA - SEPT 2019	300-000-7150			\$1,243.40
P17059.3 - 8	ENGINEERING SERVICES - VETERAN'S PARK - OCT 2019	300-000-7150			\$1,709.40
P17059.3-10	VETERAN'S PARK UPDATE CD'S & CA - DEC 2019	300-000-7150			\$3,174.60
Vendor 01403 - PATTI BANKS ASSOCIATES Total:					\$12,054.90
Vendor: 01082 - POMP'S TIRE SERVICE, INC.					
1180035383	VEHICLE MAINTENANCE - UNIT #138 TIRES	100-620-6720			\$910.72
Vendor 01082 - POMP'S TIRE SERVICE, INC. Total:					\$910.72
Vendor: 01083 - PONZER - YOUNGQUIST					
0000008C	PROJECT UPDATE - OCT 2019	100-110-7150			\$72.50
0000008C	BD HISTORY REVIEW - OCT 2019	100-110-7150			\$145.00
0000008C	BOULDER SPRINGS - OCT 2019	100-500-7150			\$145.00
0000008C	GROUND STORAGE TANK - OCT 2019	510-660-7150			\$192.40
0000008D	BLACKHAWK APTS 2 - NOV 2019	100-110-7150			\$72.50
0000008D	DAYTON CREEK BD 2 REVIEW - NOV 2019	100-110-7150			\$72.50
0000008D	SWEETWATER CREEK 3 - NOV 2019	100-500-7150			\$145.00
Vendor 01083 - PONZER - YOUNGQUIST Total:					\$844.90
Vendor: 01088 - PRAETORIAN GROUP INC					
010135-4290	GRANT FINDER SUBSCRIPTION - 10/2/19-09/30/20	100-110-7700			\$420.00
010135-4290	GRANT FINDER SUBSCRIPTION - 10/2/19-09/30/20	100-800-7700			\$180.00
010135-4290	GRANT FINDER SUBSCRIPTION - 10/2/19-09/30/20	510-660-7700			\$300.00
010135-4290	GRANT FINDER SUBSCRIPTION - 10/2/19-09/30/20	520-670-7700			\$300.00
Vendor 01088 - PRAETORIAN GROUP INC Total:					\$1,200.00
Vendor: 01101 - PUR - O - ZONE					
795426	JANITORIAL SUPPLIES - CH	100-720-6160			\$204.18
Vendor 01101 - PUR - O - ZONE Total:					\$204.18
Vendor: 01133 - REJIS COMMISSION					
429302	LEWEB SUBSCRIPTION RENEWAL - DEC 2019	100-800-7700			\$44.83
Vendor 01133 - REJIS COMMISSION Total:					\$44.83
Vendor: 01163 - RURAL WATER DISTRICT #2 MI CO					
INV0001383	WATER UTILITY SERVICE - 22711 S WOODLAND	520-670-7620	82496	1/16/2020	\$22.03
010220-05	WATER PURCHASE CHARGE - DEC 2019	510-660-7580	82495	1/16/2020	\$29,334.99
Vendor 01163 - RURAL WATER DISTRICT #2 MI CO Total:					\$29,357.02
Vendor: 01797 - SESAC RIGHTS MANAGEMENT INC					
10353832	2020 ANNUAL MUSIC LICENSE RENEWAL - SHAC	100-730-7700			\$460.00
Vendor 01797 - SESAC RIGHTS MANAGEMENT INC Total:					\$460.00
Vendor: 01200 - SHIRT HOLE					
INV0001384	SHIRTS FOR BOARD MEMBERS	100-620-8140			\$80.00
Vendor 01200 - SHIRT HOLE Total:					\$80.00
Vendor: 01230 - SPRING HILL CHAMBER OF COMMERCE					
11756	2020 CHAMBER MEMBERSHIP - LEGACY BUILDER TIER	100-110-7700			\$5,000.00
11904	2020 CHAMBER CONTRACT - 1ST HALF	100-130-7300			\$5,000.00
Vendor 01230 - SPRING HILL CHAMBER OF COMMERCE Total:					\$10,000.00
Vendor: 01239 - SPRING HILL OIL (CH)					
23	FUEL - COMMUNITY DEVELOPMENT	100-500-6710			\$29.57
23	FUEL - COMMUNITY DEVELOPMENT	100-500-6710			\$21.41
Vendor 01239 - SPRING HILL OIL (CH) Total:					\$50.98
Vendor: 01800 - STEPHEN MITCHELL					
3515	CIVIC CENTER DEPOSIT REFUND	100-2200	82499	1/16/2020	\$200.00
Vendor 01800 - STEPHEN MITCHELL Total:					\$200.00

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Vendor: 01698 - SUDDENLINK					
INV0001438	TELEPHONE/COMMUNICATIONS-MONTHLY	100-110-7622	DFT0001253	01/07/2020	\$18.54
INV0001438	TELEPHONE/COMMUNICATIONS-MONTHLY	100-610-7622	DFT0001253	01/07/2020	\$17.30
INV0001438	TELEPHONE/COMMUNICATIONS-MONTHLY	100-620-7622	DFT0001253	01/07/2020	\$167.30
INV0001438	TELEPHONE/COMMUNICATIONS-MONTHLY	100-730-7622	DFT0001253	01/07/2020	\$244.20
INV0001438	TELEPHONE/COMMUNICATIONS-MONTHLY	100-800-7622	DFT0001253	01/07/2020	\$17.30
INV0001438	TELEPHONE/COMMUNICATIONS-MONTHLY	510-660-7622	DFT0001253	01/07/2020	\$18.54
INV0001438	TELEPHONE/COMMUNICATIONS-MONTHLY	520-670-7622	DFT0001253	01/07/2020	\$17.30
Vendor 01698 - SUDDENLINK Total:					\$500.48
Vendor: 01705 - SUDDENLINK					
INV0001412	TELEPHONE/COMMUNICATIONS-PD LOBBY	100-800-7622	DFT0001227	01/07/2020	\$43.03
Vendor 01705 - SUDDENLINK Total:					\$43.03
Vendor: 01282 - SUMNERONE/UNISOURCE/DATAMAX					
2396727	COMP.EQUIP.MAINT. CONTRACT - 12/19/19-03/18/20	100-110-6130			\$292.42
2396727	COMP.EQUIP.MAINT. CONTRACT - 12/19/19-03/18/20	100-110-6130			\$687.75
2396727	COMP.EQUIP.MAINT. CONTRACT - 12/19/19-03/18/20	100-610-6130			\$45.67
2396727	COMP.EQUIP.MAINT. CONTRACT - 12/19/19-03/18/20	100-610-6130			\$343.87
2396727	COMP.EQUIP.MAINT. CONTRACT - 12/19/19-03/18/20	100-800-6130			\$343.88
2396727	COMP.EQUIP.MAINT. CONTRACT - 12/19/19-03/18/20	100-800-6130			\$58.65
Vendor 01282 - SUMNERONE/UNISOURCE/DATAMAX Total:					\$1,772.24
Vendor: 01635 - T2 HOLDINGS, LLC					
100252619	SHRED BIN RENTAL AND DISPOSAL	100-110-7190			\$20.00
100252619	SHRED BIN RENTAL AND DISPOSAL	100-800-7190			\$40.00
100252619	SHRED BIN RENTAL AND DISPOSAL	510-660-7190			\$10.00
100252619	SHRED BIN RENTAL AND DISPOSAL	520-670-7190			\$10.00
Vendor 01635 - T2 HOLDINGS, LLC Total:					\$80.00
Vendor: 01582 - TIMBER SAGE ELEMENTARY SCHOOL					
3758	COMMUNITY CENTER DEPOSIT REFUND	100-2200			\$200.00
Vendor 01582 - TIMBER SAGE ELEMENTARY SCHOOL Total:					\$200.00
Vendor: 01788 - TRANSYSTEMS CORPORATION					
INV-0003521292	ENGINEERING - 199TH & RIDGEVIEW ROUNDABOUT DESIGN	206-000-7150			\$21,366.80
Vendor 01788 - TRANSYSTEMS CORPORATION Total:					\$21,366.80
Vendor: 01369 - TYLER TECHNOLOGIES, INC.					
025-281772	2020 INCODE ONLINE UTILITY BILLING FEE	510-660-6130			\$240.00
025-281772	2020 INCODE ONLINE UTILITY BILLING FEE	520-670-6130			\$240.00
Vendor 01369 - TYLER TECHNOLOGIES, INC. Total:					\$480.00
Vendor: 01370 - U S POSTMASTER					
INV0001411	2020 ANNUAL POST OFFICE BOX RENTAL	100-110-7210			\$150.00
Vendor 01370 - U S POSTMASTER Total:					\$150.00
Vendor: 01804 - UNITED STUDIES INC STUDENT EXCHANGE					
3715	CIVIC CENTER DEPOSIT REFUND	100-2200			\$200.00
Vendor 01804 - UNITED STUDIES INC STUDENT EXCHANGE Total:					\$200.00
Vendor: 01399 - VERIZON WIRELESS					
9844869506	TELEPHONE/COMMUNICATIONS	100-100-7622	DFT0001254	01/07/2020	\$167.92
9844869506	TELEPHONE/COMMUNICATIONS	100-200-7622	DFT0001254	01/07/2020	\$83.96
9844869506	TELEPHONE/COMMUNICATIONS	100-220-7622	DFT0001254	01/07/2020	\$70.08
9844869506	TELEPHONE/COMMUNICATIONS	100-300-7622	DFT0001254	01/07/2020	\$43.95
9844869506	TELEPHONE/COMMUNICATIONS	100-500-7622	DFT0001254	01/07/2020	\$277.32
9844869506	TELEPHONE/COMMUNICATIONS	100-610-7622	DFT0001254	01/07/2020	\$40.01
9844869506	TELEPHONE/COMMUNICATIONS	100-620-7622	DFT0001254	01/07/2020	\$43.95
9844869506	TELEPHONE/COMMUNICATIONS	100-640-7622	DFT0001254	01/07/2020	\$70.08
9844869506	TELEPHONE/COMMUNICATIONS	100-720-7622	DFT0001254	01/07/2020	\$52.26
9844869506	TELEPHONE/COMMUNICATIONS	100-730-7622	DFT0001254	01/07/2020	\$43.95
9844869506	TELEPHONE/COMMUNICATIONS	100-800-7622	DFT0001254	01/07/2020	\$911.98
9844869506	TELEPHONE/COMMUNICATIONS	510-660-7622	DFT0001254	01/07/2020	\$63.95
9844869506	TELEPHONE/COMMUNICATIONS	520-670-7622	DFT0001254	01/07/2020	\$187.93
Vendor 01399 - VERIZON WIRELESS Total:					\$2,057.34
Vendor: 01406 - VISA					
INV0001435	RED ROBIN - LUNCH W/ FIRE DIST 2 CHIEF	100-120-6020	DFT0001252	01/07/2020	\$35.36
INV0001435	HAWVER NEWS - MEMBERSHIP FEE HAWVER CAPITOL REPORT	100-120-7700	DFT0001252	01/07/2020	\$180.00
Vendor 01406 - VISA Total:					\$215.36

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 01412 - VISA					
INV0001415	NORTHERN TOOL - ENGINE RPLCMNT FOR SALT SPREADER	100-640-6750	DFT0001230	01/07/2020	\$524.99
INV0001415	USPS - ROUTINE WATER SAMPLES SHIPPED TO KDHE	510-660-6140	DFT0001230	01/07/2020	\$27.05
INV0001415	USPS - BACT SAMPLES SHIPPED TO KDHE	510-660-6140	DFT0001230	01/07/2020	\$25.70
INV0001415	USPS - BACT SAMPLES SHIPPED TO KDHE	510-660-6140	DFT0001230	01/07/2020	\$25.60
INV0001415	HOME DEPOT - HAND TOOLS FOR OPERATIONS	510-660-6660	DFT0001230	01/07/2020	\$117.86
INV0001415	REEVES-WIEDEMAN - 20034 BARKER ST BACKWATER VALVE	520-670-6610	DFT0001230	01/07/2020	\$99.97
INV0001415	NAPA - UNIT 401 CAB MIRROR REPLACEMENT	520-670-6720	DFT0001230	01/07/2020	\$47.69
INV0001415	HOME DEPOT - STRONG LIFT STATION DOOR REPAIRS	520-670-6730	DFT0001230	01/07/2020	\$66.89
Vendor 01412 - VISA Total:					\$935.75
Vendor: 01415 - VISA					
INV0001431	HOBBY LOBBY - MATERIALS FOR MAYORS TREE LIGHTING	100-120-7110	DFT0001247	01/07/2020	\$35.92
INV0001431	LOWES - MATERIALS FOR MAYORS TREE LIGHTING	100-120-7110	DFT0001247	01/07/2020	\$34.94
INV0001431	HOME DEPOT - WATER - PW	100-610-6110	DFT0001247	01/07/2020	\$6.99
INV0001431	HOME DEPOT - JANITORIAL SUPPLIES - PW & CH	100-610-6160	DFT0001247	01/07/2020	\$15.97
INV0001431	HOME DEPOT - 36" THERMOCOUPLE	100-610-6730	DFT0001247	01/07/2020	\$12.48
INV0001431	HOME DEPOT - WATER - PARKS	100-620-6110	DFT0001247	01/07/2020	\$6.99
INV0001431	HOME DEPOT - LANDSCAPE MATERIALS - PARKS	100-620-6640	DFT0001247	01/07/2020	\$20.93
INV0001431	HOME DEPOT - LANDSCAPE MATERIALS-SHAC SIDEWALK PROJECT	100-620-6640	DFT0001247	01/07/2020	\$142.16
INV0001431	BATTERIES & BULBS - SHOP TOOLS RPLCMNT BATTERIES	100-640-6660	DFT0001247	01/07/2020	\$105.90
INV0001431	HOME DEPOT - FURNACE FILTERS - CH	100-720-6730	DFT0001247	01/07/2020	\$14.22
INV0001431	HOME DEPOT - WATER - PD	100-800-6110	DFT0001247	01/07/2020	\$27.96
INV0001431	CHAFFEE LOK - DOOR LOCK RPRS - STRONG LIFT STATION	520-670-6730	DFT0001247	01/07/2020	\$150.00
Vendor 01415 - VISA Total:					\$574.46
Vendor: 01437 - VISA					
INV0001432	GOVMNT SOCIAL MEDIA - 2020 CONFERENCE REGISTRATION	100-100-5310	DFT0001248	01/07/2020	\$695.00
INV0001432	FIRE MARK APPAREL - HOMETOWN HOLIDAYS T-SHIRT	100-110-7420	DFT0001248	01/07/2020	\$30.00
INV0001432	WALMART - HOMETOWN HOLIDAYS SUPPLIES	100-110-7420	DFT0001248	01/07/2020	\$50.58
INV0001432	PRICE CHOPPER - HOMETOWN HOLIDAYS COOKIES	100-110-7420	DFT0001248	01/07/2020	\$77.97
INV0001432	LUPITAS KITCHEN - COOKIE DECORATING STATION	100-110-7420	DFT0001248	01/07/2020	\$225.00
INV0001432	OVERNIGHT PRINTS - BUSINESS CARDS - CD	100-500-6120	DFT0001248	01/07/2020	\$78.80
INV0001432	OVERNIGHT PRINTS - BUSINESS CARDS - PW	100-610-6120	DFT0001248	01/07/2020	\$39.40
INV0001432	OVERNIGHT PRINTS - BUSINESS CARDS - PW	100-610-6120	DFT0001248	01/07/2020	\$39.40
Vendor 01437 - VISA Total:					\$1,236.15
Vendor: 01444 - VISA					
INV0001433	NPG - 2020 SUBSCRIPTION - OFFICIAL CITY NEWSPAPER	100-110-7700	DFT0001249	01/07/2020	\$46.49
Vendor 01444 - VISA Total:					\$46.49
Vendor: 01449 - VISA					
INV0001419	LE UPFITTER - TRAFFIC VESTS/KDOT STEP GRANT	100-800-5400	DFT0001234	01/07/2020	\$494.25
INV0001419	LE UPFITTER - UNIFORM STOCKING CAPS	100-800-5400	DFT0001234	01/07/2020	\$134.25
INV0001419	NAPA - OIL FOR UNIT 856	100-800-6720	DFT0001234	01/07/2020	\$10.17
INV0001419	LE UPFITTER - BATTERIES&LED LIGHTS/KDOT STEP GRANT	100-800-8110	DFT0001234	01/07/2020	\$464.60
Vendor 01449 - VISA Total:					\$1,103.27
Vendor: 01678 - VISA					
INV0001416	PRICE CHOPPER - CITY WIDE HOLIDAY LUNCHEON	100-800-6020	DFT0001231	01/07/2020	\$20.00
INV0001416	EMBLEMS INC - PD PROMOTIONAL ITEMS-KEY CHAINS	100-800-7110	DFT0001231	01/07/2020	\$193.50
INV0001416	EMBLEMS INC - PD PROMOTIONAL ITEMS-LAPEL PINS	100-800-7110	DFT0001231	01/07/2020	\$240.00
INV0001416	POLICE EXECUTIVE RESEARCH FORUM - MEMBERSHIP	100-800-7700	DFT0001231	01/07/2020	\$200.00
INV0001416	KS ASSOC. OF CHIEFS OF POLICE - MEMBERSHIPS	100-800-7700	DFT0001231	01/07/2020	\$140.00
Vendor 01678 - VISA Total:					\$793.50
Vendor: 01687 - VISA					
INV0001420	DOLLAR GENERAL - EVIDENCE SUPPLIES	100-800-6150	DFT0001235	01/07/2020	\$7.35
INV0001420	ORSCHELN - K9 NIKO DOG FOOD	100-800-6240	DFT0001235	01/07/2020	\$97.98
INV0001420	BRET'S AUTOWORKS - O2 SENSOR,RADIATOR KIT&ASSEMBLY	100-800-6720	DFT0001235	01/07/2020	\$990.49
INV0001420	CHEAPER THAN DIRT - RIFLE LIGHTS	100-800-8111	DFT0001235	01/07/2020	\$171.89
Vendor 01687 - VISA Total:					\$1,267.71
Vendor: 01688 - VISA					
INV0001434	DOLLAR GENERAL - TABLE COVERS - HOLIDAY LUNCHEON	100-100-6020	DFT0001250	01/07/2020	\$12.00
INV0001434	SUBWAY - TAX ABATEMENT REVIEW COMMITTEE MTG LUNCH	100-100-6020	DFT0001250	01/07/2020	\$55.92
INV0001434	DOLLAR TREE - SUPPLIES FOR STAFF HOLIDAY LUNCHEON	100-100-6020	DFT0001250	01/07/2020	\$7.00
INV0001434	AMAZON - REFUND ON SHIPPING	100-100-6030	DFT0001250	01/07/2020	-\$2.75
INV0001434	AMAZON - REFUND ON SHIPPING	100-100-6030	DFT0001250	01/07/2020	-\$2.62
INV0001434	AMAZON - REFUND ON SHIPPING	100-100-6030	DFT0001250	01/07/2020	-\$1.77
INV0001434	AMAZON - REFUND ON SHIPPING	100-100-6030	DFT0001250	01/07/2020	-\$11.80

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
INV0001434	AMAZON - REFUND ON SHIPPING	100-100-6030	DFT0001250	01/07/2020	-\$8.40
INV0001434	AMAZON - GIVEAWAY ITEMS FOR STAFF HOLIDAY LUNCHEON	100-100-6030	DFT0001250	01/07/2020	\$15.99
INV0001434	AMAZON - GIVEAWAY ITEMS FOR STAFF HOLIDAY LUNCHEON	100-100-6030	DFT0001250	01/07/2020	\$433.74
INV0001434	AMAZON - REFUND ON SHIPPING	100-100-6030	DFT0001250	01/07/2020	-\$8.00
INV0001434	AMAZON - REFUND ON SHIPPING	100-100-6030	DFT0001250	01/07/2020	-\$16.71
INV0001434	ABSOLUTE AWARDS -TUMBLERS - EMPL GIFTS - 50%	100-110-6040	DFT0001250	01/07/2020	\$720.00
INV0001434	ABSOLUTE AWARDS -TUMBLERS - EMPL GIFTS - 50% BALANCE	100-110-6040	DFT0001250	01/07/2020	\$720.00
INV0001434	GAMBINO'S - HOMETOWN HOLIDAYS STAFF MEAL	100-110-7420	DFT0001250	01/07/2020	\$160.80
INV0001434	PRICE CHOPPER - HOME TOWN HOLIDAYS SUPPLIES	100-110-7420	DFT0001250	01/07/2020	\$2.69
INV0001434	DOLLAR GENERAL - HOMETOWN HOLIDAYS DECORATIONS	100-110-7420	DFT0001250	01/07/2020	\$14.00
INV0001434	JOCO EQUIP & PARTY RENTAL - HOMETOWN HOLIDAYS LINENS	100-110-7420	DFT0001250	01/07/2020	\$66.00
INV0001434	LANDS END - UNIFORM APPAREL	100-140-5400	DFT0001250	01/07/2020	\$37.26
INV0001434	LANDS END - RETURNED UNIFORM APPAREL ITEM	100-140-5400	DFT0001250	01/07/2020	-\$33.48
INV0001434	LANDS END -RETURNED UNIFORM APPAREL ITEMS	100-200-5400	DFT0001250	01/07/2020	-\$35.50
INV0001434	LANDS END - UNIFORM APPAREL	100-500-5400	DFT0001250	01/07/2020	\$26.31
INV0001434	LANDS END - UNIFORM APPAREL	100-800-5400	DFT0001250	01/07/2020	\$82.25
Vendor 01688 - VISA Total:					\$2,232.93

Vendor: 01739 - VISA

INV0001413	CASEY'S GENERAL STORE - LUNCH FOR SNOW CREW	100-610-6110	DFT0001228	01/07/2020	\$47.72
INV0001413	KS PARK & REC ASSOC AFRO TRAINING	100-620-5310	DFT0001228	01/07/2020	\$280.00
INV0001413	KS PARK & REC ASSOC. COSI TRAINING	100-620-5310	DFT0001228	01/07/2020	\$525.00
INV0001413	E EDWARDS - WINTER HATS	100-620-6670	DFT0001228	01/07/2020	\$27.00
INV0001413	HARBOR FREIGHT TOOLS - GLOVES	100-620-6670	DFT0001228	01/07/2020	\$19.98
INV0001413	ARBOR CREEK ACE HARDWARE - DEICER	100-620-6720	DFT0001228	01/07/2020	\$6.94
INV0001413	CITY RENT TRUCK - DUMP TRUCK RENTAL - MELVIN MURRY	100-620-7230	DFT0001228	01/07/2020	\$388.00
INV0001413	CITY RENT TRUCK - DUMP TRUCK RENTAL - MELVIN MURRY	100-620-7230	DFT0001228	01/07/2020	\$388.00
INV0001413	CITY RENT TRUCK - DUMP TRUCK RENTAL - REFUNDED	100-620-7230	DFT0001228	01/07/2020	-\$39.44
INV0001413	CITY RENT TRUCK - DUMP TRUCK RENTAL - REFUNDED	100-620-7230	DFT0001228	01/07/2020	-\$388.00
INV0001413	HARBOR FREIGHT TOOLS - 3" PUMP & SERVICE PLAN	100-620-8110	DFT0001228	01/07/2020	\$419.98
INV0001413	HARBOR FREIGHT TOOLS - WATER PUMP FOR POND	100-620-8110	DFT0001228	01/07/2020	\$109.99
INV0001413	HARBOR FREIGHT TOOLS - 3" DISCHARGE PIPE	100-620-8110	DFT0001228	01/07/2020	\$44.99
Vendor 01739 - VISA Total:					\$1,830.16

Vendor: 01750 - VISA

INV0001414	ICC PROP MAINT & HOUSING INSPECTOR EXAM	100-500-5310	DFT0001229	01/07/2020	\$209.00
INV0001414	HOME DEPOT - NEW HIRE HAND TOOLS & EQUIP	100-500-6660	DFT0001229	01/07/2020	\$216.67
INV0001414	HOME DEPOT - HAND TOOLS & EQUIP	100-500-6660	DFT0001229	01/07/2020	\$35.94
INV0001414	WES'S CAR WASH - WASH 2008 FORD ESCAPE	100-500-6720	DFT0001229	01/07/2020	\$8.00
Vendor 01750 - VISA Total:					\$469.61

Vendor: 01754 - VISA

INV0001418	AMAZON.COM - PD ADMINISTRATIVE SUPPLIES	100-800-6110	DFT0001233	01/07/2020	\$30.94
INV0001418	OFFICE MAX- PD ADMINISTRATIVE SUPPLIES	100-800-6110	DFT0001233	01/07/2020	\$147.09
INV0001418	AMAZON.COM- HEADPHONES FOR FOR REPORT WRITING ROOM	100-800-6110	DFT0001233	01/07/2020	\$50.94
Vendor 01754 - VISA Total:					\$228.97

Vendor: 01782 - VISA

INV0001417	POCKET PRESS- KANSAS CRIMINAL LAW POCKET GUIDES	100-800-7130	DFT0001232	01/07/2020	\$134.85
Vendor 01782 - VISA Total:					\$134.85

Vendor: 01465 - WATER DISTRICT #7

INV0001381	WATER UTILITY SERVICE - 22785 W 220TH	520-670-7620	82504	1/16/2020	\$20.78
Vendor 01465 - WATER DISTRICT #7 Total:					\$20.78

Vendor: 01505 - WITHHOLDING TAX

INV0001398	KANSAS WITHHOLDING TAX PAYABLE	100-2100	DFT0001216	01/03/2020	\$4,122.45
INV0001398	KANSAS WITHHOLDING TAX PAYABLE	510-2100	DFT0001216	01/03/2020	\$129.19
INV0001398	KANSAS WITHHOLDING TAX PAYABLE	520-2100	DFT0001216	01/03/2020	\$170.05
Vendor 01505 - WITHHOLDING TAX Total:					\$4,421.69

Grand Total: \$969,487.56

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JAMES E. BOYER, DIRECTOR OF PUBLIC WORKS
MEETING DATE: JANUARY 23, 2020
DATE: JANUARY 3, 2020

Consent Agenda: Renewal and Extension of the Utility Line Locating Service Contract with Integrity Locating Services, LLC.

Issue: The Public Works Department is seeking approval to renew the contract with Integrity Locating Services, LLC for 2020.

Background: Excavators are required by law to have all underground utility lines marked prior to digging. The following is a summary for number of locates requested in the past five years:

- 2015: 1,000 Locate Requests
- 2016: 1,564 Locate Requests @ \$32,555.00
- 2017: 1,958 Locate Requests @ \$43,795.00
- 2018: 3,215 Locate Requests @ \$54,130.00
- 2019 (January thru October): 2,848 Locate Requests @ \$43,365.00

The City owns, operates, and maintains underground water distribution, sanitary sewer collection, and stormwater infrastructure. The City has outsourced marking of these utilities since 2015 and it proves to be a valuable and time saving service.

Analysis: Integrity Line Locating Services, LLC has performed extremely well over the past years and continues to provide timely and reliable service. The attached Fifth Amendment contains *no cost increase* from the original 2015 rates.

Alternatives:

- Motion to accept Fifth Amendment of Contract Renewal and Extension
- Deny such.
- Defer item and remand the staff for additional information.

Legal Review: All documents associated with the amendment and contract have been reviewed and approved by the City Attorney.

Funding Review or Budgetary Impact: Costs will be charged to Contractual Services or Professional Service accounts for water/wastewater operations and streets division.

Recommendation: Staff recommends motion to approve the Fifth Amendment for Contract Renewal for Integrity Locating Services, LLC.

Attachments:

- 2015 RFP for Locating Services
- Original Contract with Integrity Locating Services, LLC.
- Certificate of Insurance
- Signed Fifth Amendment Agreement



INVITATION:
REQUEST FOR PROPOSAL

UTILITY LOCATING SERVICES RFP #PW -15-001

INVITATION: REQUEST FOR PROPOSAL

The City of Spring Hill Kansas is seeking Request for Proposals RFP for:
UTILITY LOCATING SERVICES RFP #PW -15-001

The City of Spring Hill, Kansas appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the deadline shown.

REQUEST FOR PROPOSAL - UTILITY LOCATING SERVICES RFP #PW -15-001

RETURN BIDS CONTAINING ORIGINAL SIGNATURES TO: GLENDA GERRITY, CITY CLERK

**PLEASE MARK ENVELOPE:
REQUEST FOR PROPOSAL – UTILITY LOCATING SERVICES RFP #PW -15-001 – DO NOT OPEN UNTIL BID
OPENING**

DUE DATE: Monday, May 4, 2015, 10:00 A.M. CST.

City of Spring Hill Kansas
401 N. Madison
P.O. Box 424
Spring Hill, KS 66083-0424
Phone: (913) 592-3664
Fax: (913) 592-5040
www.springhillks.gov

The enclosed Request for Proposals (RFP) packet and attached SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products, services and/or materials for the City of Spring Hill.

REQUEST FOR PROPOSALS SHALL BE RECEIVED NO LATER THAN: Monday, May 4, 2015, 10:00 A.M. CST.

Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

City's Right to Reject Proposals

The City reserves the right to reject any or all submittals in its entirety.

INSTRUCTION TO BIDDERS

It is the intent of this RFP to secure a contractor to locate underground utility lines owned by the City of Spring Hill, Kansas. Those utility lines are the City-owned main lines for sanitary sewer, storm sewer, and water lines.

Notice of Award of Bid

A Notice of Award of Bid will be made in writing. At that time the successful applicant will be sent a prepared contract to be executed and submitted to the Governing Body for counter execution of the Contract Documents.

Modifications to Proposals

No oral, verbal or scratched out rewritten modifications of any submitted proposals will be considered. No Facsimile Proposal will be accepted.

Withdrawal of Proposal

Any proposer may withdraw their proposal either personally, by written request, or electronically at any time prior to the time set on the submittal deadline. No proposal may be withdrawn or modified after the time set for the submittal deadline. All proposals must be viable and must be maintained in full force and effect for at least 120 days after the submission date.

Options to Renew

By mutual consent of both parties consideration will be given to awarding up to four (4) extensions of the successful Proposal for Services. Each consideration shall be for a one year extension period.

No later than thirty (30) days prior to the completion date of the term for this Proposal and no earlier than sixty (60) days prior to its completion, the successful contractor shall at their discretion choose to request in writing a service contract extension. This request shall state any cost of doing business increases.

If the City of Spring Hill finds the extension request pricing acceptable and the service provider has performed service well, the City of Spring Hill may issue a letter of acceptance to renew the exact terms of the original proposal but amending the costs per extension request. A new Certificate of Liability Insurance will be required.

Responsibility of Proposal Costs

The Applicant shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred by the Applicant prior to issuance of an agreement or contract. The City of Spring Hill, Kansas shall not assume any contractual obligation as a result of the issuance of this proposal request, the preparation or submission of a proposal by an Applicant, including the evaluation of proposals or final selection. Applicant(s) shall address all items as specified in this RFP. Failure to address

specified items may disqualify the Applicant from further consideration. Submission of a proposal shall constitute evidence that the Applicant has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions which would affect the execution and completion of locate services.

SCOPE OF WORK

It is the intent of this RFP to secure a contractor to locate underground utility lines owned by the City of Spring Hill, Kansas. Those utility lines are the City-owned main lines for sanitary sewer, storm sewer, and water lines.

Spring Hill Public Works Department will assist the successful company in limited ways but it must be clearly understood that the procurement of locating services is replacing City work forces and the responsibility for locating is solely to be borne by the successful bidder.

The contract locator shall be responsible for responding to utility locate ticket requests generated by Kansas One Call on behalf of Spring Hill Kansas.

1. The contract locator shall:

- The Contractor must be familiar with the Kansas Underground Utility Damage Prevention Act.
- The Contractor must possess all appropriate locating equipment and will inspect/locate facilities within the Standard 48 hour response time.
- The Contractor shall be qualified and experienced to locate underground water, sanitary sewer and stormwater utilities.
- Properly display employee identification and company information on vehicles.
- Possess all equipment for the receipt and printing of Kansas One Call locate tickets.
- The Contractor shall provide marking flags and paint.
- Be proficient in the use of the Kansas One Call Response System. Provide sufficient manpower to meet the deadlines of the Kansas One Call System.

2. The contract locator shall provide a detailed invoice on a monthly basis to accountspayable@springhillks.gov.

The invoice shall show each locate request individually priced.

The following ticket classifications are to be anticipated:

1. Standard
2. Emergency
3. Remark and Update

INFRASTRUCTURE OVERVIEW

Sanitary and Storm Sewer and Water Utilities

Spring Hill Kansas is the owner and operator of sewer and water utilities located in an area within its corporate City limits.

Please see EXHIBIT A – MAP of Spring Hill Kansas Corporate City Limits which within its confines displays utility main lines of waterlines, sanitary sewer lines and storm sewer lines.

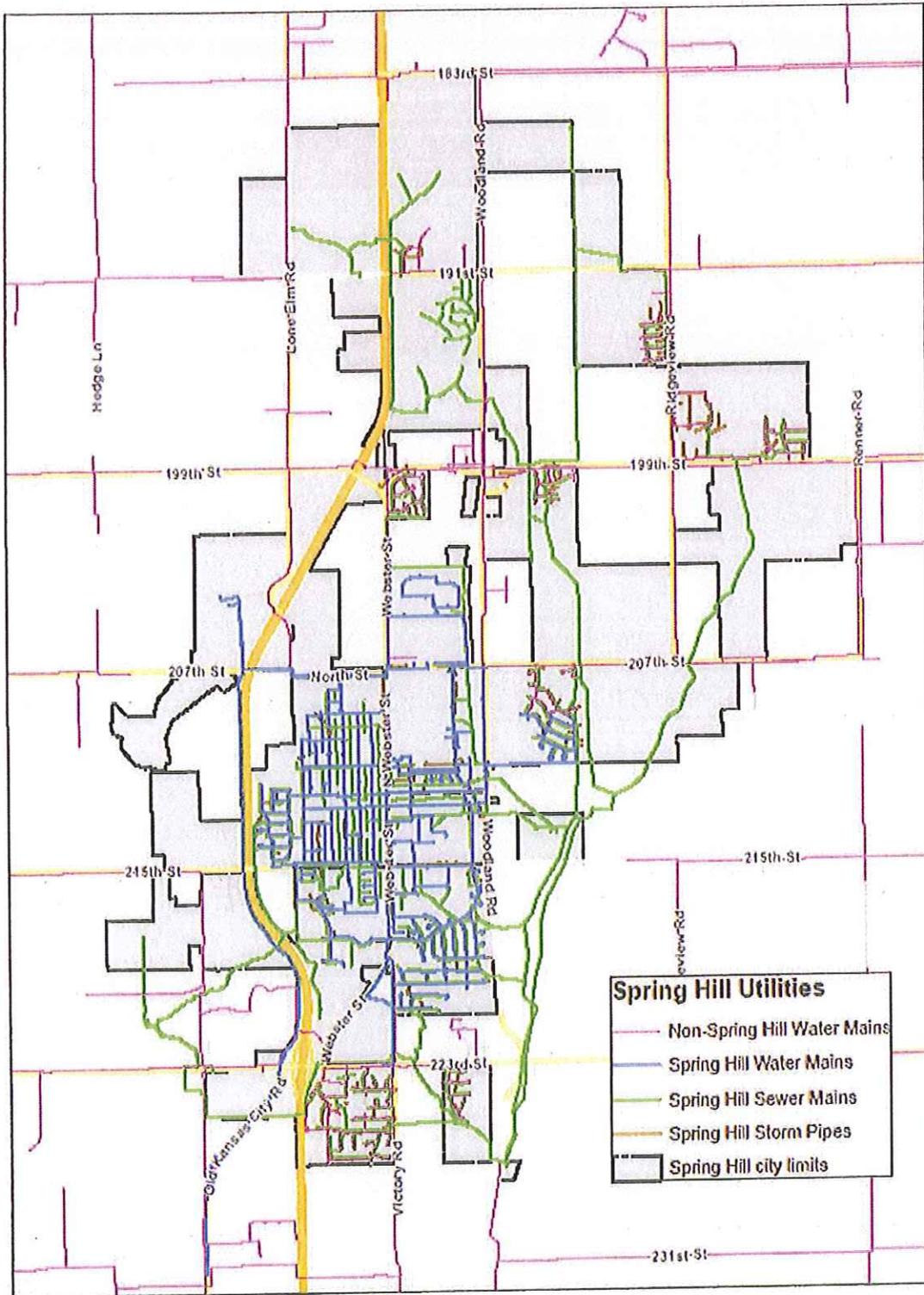


EXHIBIT A - MAP

Pricing

Please provide individual ticket response pricing utilizing EXHIBIT B – PRICING table. Include any additional pricing discussion or cost proposals in this section.

The City of Spring Hill is currently on pace to receive over 1,200 locate requests within 2015.

Please breakdown the costs as follows:

Per ticket	\$ 15 / each
Emergency request daytime	\$ 25 / each
Emergency request after hours	\$ 45 / each
Project locating (hourly)	\$ 40 / each
Per updated ticket	\$ 15 / each
Locates exceeding one hour billed in 15 minute increments	\$ 10 / each

EXHIBIT B – PRICING

ADDITIONAL INFORMATION IF DESIRED

- a. Applicable company brochures;
- b. Information with regard to allied resources that are deemed advantageous to the success of the project
- c. Other information you may deem relevant and useful to the City in the evaluation of the RFP response.

GENERAL INFORMATION - Company Overview

Provide an overview including the following information about your Company:

1. Company name, date established, number of employees, business address, phone number, fax number, e-mail address;
2. Describe the Company's organizational structure and breakdown of number of employees by function as relates to locate services and personnel training
3. A brief statement of the Contractor's background, demonstrating longevity and financial stability;
4. Lines of business conducted by company
5. Identify the proposed project supervisor who would act as principal contact person between the contract locator and the City.

Legal

1. Provide information on any active, pending or recent (within 3 years) legal proceedings in which the company or their subcontractors have been involved relating to locate services.
2. Provide number of "at fault" damages and mis-locates.

Relevance - Project Experience

For similar locate services your company has provided during the past two years please provide three references. Identify any current customers located within or close to Spring Hill Kansas. Please include the following for each reference:

- Customer name and contact information (phone and e-mail if available);
- What specific services did you provide?
- Length of engagement (years/months/special projects).

Subcontractors

If your firm utilizes outside contractor(s) for any part of this response please describe how subcontractors are integrated into the solution:

Name of Company

Address

n/a _____

Responsibility

Equipment and Personnel Information

1. Please list all equipment to be used to locate utility lines. Please list how maximizing accuracy and minimizing the tolerance in locating the City's utility lines will be achieved and using what equipment.

Please list the accuracy/tolerance of the equipment being utilized.

Accuracy 100%
Vloc Pro 2
Vivox Metro Tech

Will resort to using City's
measurements when necessary

2. Explain your company's procedure and policy when a strike (cut) occurs due to out of tolerance markings.

Work with city upon investigation

3. Explain what your company does when lines cannot be found.

- Reach out to city for assistance
and notify contractor.

PROPOSAL SUBMISSION INSTRUCTIONS

The Proposal shall be completed through all pages.

The RFP Response should include (1) Original and (1) electronic copy of your Proposal in PDF or MS Word format. The original proposal should be signed by the person authorized to obligate the company.

The response should be delivered to the following address in a sealed envelope or box labeled: "UTILITY LOCATING SERVICES RFP #PW -15-001 clearly marked on the outside of the package. *Emailed or faxed responses are not allowed.* The proposal package should be delivered to:

RETURN BIDS CONTAINING ORIGINAL SIGNATURES TO: GLENDA GERRITY, CITY CLERK

PLEASE MARK ENVELOPE:

REQUEST FOR PROPOSAL – UTILITY LOCATING SERVICES RFP #PW -15-001 – DO NOT OPEN UNTIL BID OPENING

DUE DATE: Monday, May 4, 2015, 10:00 A.M. CST.

City of Spring Hill Kansas

401 N. Madison

P.O. Box 424

Spring Hill, KS 66083-0424

Phone: (913) 592-3664

Fax: (913) 592-5040

www.springhillks.gov

The deadline for accepting RFP responses is Monday, May 4, 2015, 10:00 A.M. CST at the above address. Responses received after that time will be returned unopened to the Offeror.

Evaluation of Proposals; Selection Process

The following criteria will be used for evaluating proposals and subsequent selection of a successful Offeror. The City will independently read, review and evaluate each proposal and final selection will be made using the following criteria:

- Demonstrated ability to meet or exceed all requirements of the RFP.
- Credentials and relevant experience.
- Overall accessibility to City staff and ability to provide all required services in a timely manner.
- Compliance with RFP and Contract Terms and Conditions.
- Overall quality and completeness of proposal.
- Cost

Once the City has read each proposal the City will select a specific proposal to be forwarded to the Governing Body at the earliest available regularly scheduled City Council meeting for them to make an award.

Notice of Award of Bid

A Notice of Award of Bid will be made in writing. At that time the successful applicant will be sent a prepared contract to be executed and submitted to the Governing Body for counter execution of the Contract Documents.

CONTRACT DOCUMENTS SECTIONS

The following provisions shall be included as part of the Agreement entered with the Contractor whose bid is accepted. The following is not meant to be a complete or exclusive list of the provisions that will be in that final Agreement, but is intended to be a listing of some of the provisions that will be included in that final Agreement.

1. **Modifications** - This Agreement or any part thereof may not be modified or amended, except by written agreement of the parties signed by the duly authorized representatives of the parties.

2. **No Waiver** - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

3. **Applicable Law and Venue** - This Agreement shall be governed by, construed, and enforced in accordance with the laws of Kansas.

4. **Severability** - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

5. **Successors and Assigns** - Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

6. **Force Majeure** - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of nature such as lightning, earthquakes, floods or other like causes, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

7. **Incorporation of RFP as Part of Final Contract Document** - The Agreement shall consist of this written Request for Proposal and all appendices or exhibits attached hereto, the Contract, including all general, special or other conditions contained therein, and any addendum to same, all of which shall be referred to collectively as the "Contract Documents". In the event of any conflict between the Request for Proposal and the Contract Documents, the terms and conditions of the Contract shall supersede.

8. **Entire Agreement** - This Agreement, including the Proposal and Contract Documents as set forth herein become the final Contract.

9. **Counterparts** - This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10. **Legal Authority** - The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Contractor and the City, respectively.

11. **Headings** - The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

12. **Effective Date** - This Agreement shall become effective and binding upon the authorized execution by both Parties.

13. **Conflicts of Interest** – Contractor certifies that it is not now engaged in any work, nor will it engage in any subsequent work while this Agreement is in effect that will pose a conflict with the interests of the City relative to the work covered under this Agreement. Contractor shall notify the City of any potential conflicts of interest prior to Contractor undertaking such work. Contractor further agrees not to use any information it receives or any of its work product in any manner contrary to the City's interests both during the term of this Agreement and thereafter.

14. **Indemnification** - The Contractor shall indemnify, defend and hold harmless the City, its officers, employees, agents, representatives, Mayor, and City Council members from and against all suits, actions, claims, losses and damages of any kind, including but not limited to attorneys' fees and expenses, brought or asserted on account of any personal injuries, damages, or violations of rights, sustained by any person or entity or with respect to any property, arising out of any intentional, wanton, and/or negligent act or omission by Contractor, its officers, members, employees, agents, representatives, affiliates, subsidiaries, and subcontractors and their respective representatives, agents and employees in the performance of, or failure to perform, the work and services to be provided under this Agreement.

15. **Safety** - The Contractor and its officers, members, employees, agents, representatives, affiliates, subsidiaries, and subcontractors and their respective agents, representatives and employees performing services for the City under this Agreement are required to comply with all applicable Occupational Safety and Health Administration (OSHA) laws, rules and regulations, and all other applicable laws, rules and regulations in performance of the work and services to be provided under this Agreement. The Contractor is responsible for the safety of its officers, members, employees, representatives, agents, affiliates, subsidiaries and subcontractors and their respective agents, representatives and employees, and for the safety of, and prevention of injury and damage to, all persons and property within and around the areas where work and services are provided under this Agreement.

16. **Drug Free Workplace.** During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace.

17. PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

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

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 contract.

3) **WORKERS COMPENSATION & EMPLOYERS LIABILITY:** Workers Compensation coverage should be statutory for the State of Kansas and apply to all workers involved in the work, 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 / ERRORS & OMISSIONS: \$1,000,000 per claim/\$2,000,000 aggregate. This coverage, shall apply to actual or alleged negligent wrongful acts, errors and omissions resulting in claim(s) for damages related to the work. Defense coverage should be in addition to the limit requested and not erode the limit requested.

5) OTHER INSURANCE REQUIREMENTS:

a. Contractor agrees to name the City 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 contract. The certificate of insurance must reflect this requirement.

b. Prior to commencing the work, Contractor's insurance agent shall furnish the City 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 City in writing at least 30 days prior to any cancellation (10 days for non-payment of premium), non-renewal, or material alteration which would have an adverse effect on the coverage pertaining to this contract. 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

c. All insurance policies shall be written by insurance company(ies) acceptable to City 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 the Contractor shall not be deemed to release or diminish the liability of Contractor. Damages recoverable by City shall not be limited by the amount of required insurance coverage.

e. Contractor shall notify a City Department Manager as soon as possible after:

- 1) Receiving notice of, or knowledge of, any demand, claim, lawsuit, or action arising out of the work performed, or
- 2) Any bodily injury or property damage occurrence that could potentially lead to any claim or lawsuit.

18. DISCRIMINATION/OTHER LAWS

A. Kansas Act Against Discrimination: During the performance of this Agreement, the Contractor agrees that:

(1) Contractor shall observe the provisions of the Kansas Act Against Discrimination ("K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national original, ancestry or age;

(2) in all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

(3) if the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the

Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;

(4) if the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

(5) the Contractor shall include the provisions of above subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

B. Kansas Age Discrimination in Employment Act: The Contractor further agrees and acknowledges that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project, and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

C. Kansas Fairness in Public Construction Contract Act: The parties hereto agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

19. TERMINATION

A. Notice: City reserves the right to terminate this Agreement for either cause (due to Contractor's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Contractor, by providing fifteen (15) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work and services being provided under this Agreement; or (2) meet with City and, subject to City's approval, determine what work and services shall be required of Contractor in order to bring the work and services to be provided under this Agreement to a reasonable termination in accordance with the request of City. Contractor shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination. If City defaults on its obligations under this Agreement (due to City's failure to substantially perform its obligations under this Agreement), Contractor shall notify City by written notice of its intent to terminate and the City shall have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Contractor. In no event may Contractor terminate the contract solely for its convenience without cause.

B. Compensation for Convenience Termination: If City shall terminate for its convenience as provided herein, City shall compensate Contractor for all work and services to be provided under this Agreement, completed to the date of its receipt of the termination notice and any additional work and services requested by City to bring the Agreement to a reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

Contractor's Proposal amount for all work and services mentioned in the Request for Proposal, Utility Locating Services RFP #PW-15-001 are shown in attached **EXHIBIT B - PRICING** that has been completed by Contractor.

Contractor: Integrity Locating Services

By: Kate Bachman

Capacity: Office Manager

Dated: 4.24, 2015

Address for giving notices:

10528 W 129th St.
Overland Park, KS 66213

Phone: 913.732.3527

Fax: 913.730.8309

Email: Katejbachman@gmail.com

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Spring Hill, Kansas, hereinafter "City," and Integrity Locating Services LLC, hereinafter "Contractor" (collectively, the "Parties").

City is in need of certain professional services in the field of underground utility location for a particular project (hereinafter called the "Project") in Spring Hill, Kansas, described as follows:

Project No. PW 15-001

The project Proposal PW 15-0001 is hereby incorporated by reference.

Contractor has expertise in underground utility location and activities related to Project as more particularly described in said proposal.

City hereby contracts with Contractor for the furnishing of Professional Services in connection with the Project, as more particularly described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Contractor represents to City that Contractor is professionally qualified to perform work on this Project.

SECTION I – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"After-Hours Emergency Locate Request" is a locate request that is received between 4:30 p.m. and 8:00 a.m., Monday through Friday, and all day Saturday and Sunday. Emergency locate requests that are received on holidays (New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Day after and Christmas Day) will be treated as after-hours emergency locate requests.

"City" means the City of Spring Hill, Kansas, a municipal corporation duly organized under the laws of the State of Kansas.

"Contract Documents" means Request For Proposal in addition to the Contract Documents.

"Contract Proposal" means the Request For Proposal submitted for award as project Proposal PW 15-0001 which is hereby incorporated by reference.

"Contractor" means the company or individual identified on pg. 1, herein.

"Damage to Plant" means the penetration or destruction of any protective coating, sheath, housing of other protective facility of Underground Plant, the partial or complete severance of Underground Plant, or the rendering of any Underground Plant partially or completely inoperable.

"Excavation" is any operation in which earth, rock, or other material on or below the ground surface is moved or otherwise displaced by any means.

“Excavation Site” is the area where an Excavator intends to do or does excavating.

“Excavator” is any person who engages directly in excavation and/or the design of excavation and requests the location of the City’s Underground Utilities.

“Excavator Notification” is the notification given to the Excavator that Underground Utilities and plant are not present at the Excavation Site.

“Identified, But Unlocatable” means a City Underground Utility, the presence of which is known, but which cannot be field marked with Reasonable Accuracy.

“KUUDPA” is the Kansas Underground Utility Damage Prevention Act.

“Locatable Underground Utility” is an Underground Utility which can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of the City’s Underground Utilities.

“Locate or Locating” is the complete process of having provided Locating Services at an Excavation Site or adjacent sites on a single one-call ticket notification.

“Locate Request”

- a. “Normal Locate Request”: A request to locate received at least TWO FULL BUSINESS DAYS, not including the request day, but no more than fifteen (15) days prior to the commencement of excavation excluding Saturdays, Sundays, and state and federal holidays.
- b. “Emergency Locate Request”: A request to locate which demands immediate action to prevent significant environmental damage or loss of life, health, property or essential public services.

“Locate Service” is the process of determining the presence of City owned Underground Utilities, their conflict with proposed Excavations, Marking and staking of the proper places of routes of such utilities within Reasonable Accuracy limits as required.

“Marking” is the use of stakes, flags, paint strips, or other clearly identifiable materials at the distance of every ten (10) feet and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association (APWA) to show the field location of Underground Utilities accurately.

“Kansas One-Call System” is a centralized call-in and utility locating coordination center through which subscribing utility members may receive notification of proposed excavations.

“Person” is any individual, partnership, franchise holder, company, corporation, state, city, county, or subdivision or instrumentality of a state and its employees, agents, or legal representatives.

“Professional Services” means the professional services, labor, materials, equipment, transportation, supplies, if applicable, and all other acts, duties, and services required of Contractor under this Agreement together with such other services as City may require pursuant to the terms of the Agreement.

“Project” is as above described.

“Project Manager” means the person employed and designated by the City to act as the City’s representative for the Project.

“Proposal” means the Request For Proposal submitted for award as project Proposal PW 15-0001 which is hereby incorporated by reference.

“Reasonable Accuracy” means locating with twenty-four (24) inches horizontally to the centerline of the Underground Utility or the tracer wire for the Underground Utility whichever is closer.

“Underground Utility” or “Underground Plant” is any item buried or placed below the ground for use in connection with City utilities including but not limited to pipes, valves, conduit, cable, and lines.

“Utility Owner” is the City.

“Visual Examination” is the determination of the existence of the City plant at the Excavation Site by visual means rather than from the City’s maps and records.

SECTION II – COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Contractor an amount in accordance with the Contractor’s bid that was submitted by Contractor in response to the City’s Contract Proposal, which Contractor’s bid and City’s Contract Proposal are incorporated herein by reference, and are a part of the Contract Documents. The fee is based on the performance of the scope of services outlined in the Contract Proposal, and shall be billed by Contractor using a combination of per ticket rates and hourly rates as set forth therein. All bills shall be submitted to City on a monthly basis as provided therein. All work shall be completed on or before December 31, 2015, unless the City exercises the option to extend this contract as stipulated in Section V.

2. Reimbursable Expenses: Reimbursable expenses do not apply to this contract.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For the substantial modifications in authorized Project scope, when requested by the City and through no fault of the Contractor, the Contractor shall be compensated for time and expense required to incorporate such modifications at a negotiated hourly rate acceptable to both parties; provided, however, that any increase in Contract Price or Contract Time must be approved by the City in writing. Contractor shall correct any deficient work without additional compensation when due to Contractor’s negligence or other actionable fault. If the errors or deficiencies of Contractor result in increased costs to the City, Contractor shall be responsible for such costs in accordance with the insurance requirements set forth in Section V.D., below.

2. Additional Services: Contractor shall provide, with City’s concurrence, services in addition to those listed in Section III when such services are requested or authorized in writing by City.

Prior to commencing any additional services, Contractor must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the negotiated hourly rate for additional services resulting from a change in scope. Providing services necessitated in the event the Professional Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Contractor, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Contractor, as compensation for the services described in this Agreement, shall be in accordance with the negotiated hourly rate for additional services resulting from a change in scope.

3. Special Services: Contractor may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If the Contractor is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule listed in Contract Proposal. Contractor shall not be paid extra by the City if its appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Contractor shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Contractor shall itemize the services for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval by the Governing Body.

2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Contractor provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Contractor immediately. Amounts not questioned by City shall be paid to Contractor in accordance with the contract payment procedures.

SECTION III – RESPONSIBILITY OF CONTRACTOR

Contractor shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the execution of the Project as described herein.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Contractor shall assign only qualified personnel to perform any service concerning the Project.

2. Subcontracting of Services: Contractor may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City.

3. Inspection of Documents: Contractor shall maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.

4. Standard of Care: Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a contractor under similar circumstances. If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the City, the Professional Services necessary to correct errors and omissions which are caused by Contractor's negligence.

B. PROJECT DUTIES AND RESPONSIBILITIES

1. Project Work and Performance Requirements: The Contractor shall respond to all normal and emergency locate requests, including after-hours emergency locate requests, received from both the Kansas One-Call System and the City. The Contractor shall perform all locates in a manner that complies with Kansas One-Call System and the City. The Contractor shall perform all locates in a manner that complies with Kansas One Call and Kansas Underground Utility Damage Prevention Act (KUUDPA) requirements.

The Contractor shall provide a qualified staff, an office, and appropriate field and office equipment. The Contractor shall also provide all transportation and supplies required to fulfill all of the duties specified under this contract.

The Contractor will store and safeguard all City location maps or records made available for locating purposes. Such information shall not be disclosed or given to any person(s) not approved by the City.

The Contractor shall be responsible for making arrangements with all Excavators for locate purposes. All Locate Requests will be processed within the required timeframe or contact will be made with the Excavator to arrange an appropriate time to perform the Locate.

Each Locate Request shall require Contractor to determine if a conflict exists between the City's Underground Plant and the proposed Excavation. When there is no conflict, the Contractor shall respond to the requestor with notification of such. Field marking an "all clear" message, phone call or email containing language approved by the City shall be acceptable means of communicating with the requestor. When a conflict does exist, all City utility items shall be located in a manner that complies with Kansas One-Call and the KUUDPA requirements. Marking of the plant items will conform with American Public Works Association (APWA) Guidelines and the "Marking" Paragraph contained in Section 1 – Definitions of this contract.

For each Emergency Locate Request the contractor will respond within two (2) hours unless agreed upon with caller.

When the plant is Identified, but Unlocatable, the Contractor must contact the City's representative and advise the representative of the situation. The Contractor will be provided a contact list containing the name or names of City staff responsible for receiving notification in the event the Project Manager is unavailable. The City's representative shall determine the course of action to be taken. If no course of action is successful, the Contractor shall notify the Excavator of the presence of any Identified, but Unlocatable Underground Utilities and caution

the Excavator that any location information supplied may not be within the definition of Reasonable Accuracy.

All locating equipment or devices are subject to the City's approval. All Underground Utilities shall be electronically located except where electronically impossible. Where electronically impossible, the procedure identified in the preceding paragraph, shall be followed.

The Contractor shall promptly notify the City of any discrepancies or omissions in the records, or other information provided by the City.

Locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills and record keeping requirements necessary to perform the Locating and Marking task. They shall present the City in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where Locating performance levels are deemed unsatisfactory by the City.

Upon the execution of this Contract, the Contractor's representatives will establish lines of communication with the Kansas One-Call System and/or the City representatives for contacts involving normal and emergency work assignments.

2. Damage to City Utility: Contractor shall within twenty-four (24) hours of being notified by the City to commence the investigation of all incidents of Damage to Utility when the locate accuracy or lack of locate accuracy, is suspect or questionable, (forty-eight (48) hours if Contractor receives notice of such damages between 4:30 p.m. Friday and 8:00 a.m. Monday unless Monday is a legal holiday in which event such time shall be extended to seventy-two (72) hours) and will submit to City a written report of said investigation within seven (7) calendar days following the actual date of damage notification if requested to do so.

Contractor will maintain a copy of written report for a period of six (6) years. Contractor will give testimonial support in cases where deemed necessary by the City. In the performance of any work assignment, should Contractor become aware of any damage to City utility, the Contractor must notify a City representative immediately to facilitate the repair of damage.

The Contractor shall utilize City provided mapping of its underground utilities in combination with physical connection to the underground utility with locating equipment when mapping or above ground visualization indicates a utility is present. If it is determined that the Contractor located an Underground Utility in error, Contractor shall be responsible for damages including but not limited to the following: repairs to damaged utilities, labor to repair said damages, any damages to other property as a result of said damages and personal safety and liability.

3. Record Keeping: The Contractor agrees to maintain records to support all work performed and all items billed to the City and shall retain all such records for the term of this Contract and must forfeit all records to the City in the event of a Contract termination.

The Contractor must retain all facsimile, email messages or other modes of communicated Locate Requests from the Kansas One-Call System.

The Contractor must maintain a record of each Excavator Notification given in accordance with the Kansas One-Call System requirements and to include, but not limited to:

- a) Kansas One-Call notification ticket
- b) Fax back or email notification
- c) Record of locations and work performed

The Contractor shall prepare a written report of all investigations for incidents of damages for accuracy of the Locate or Locates including names, dates and time of day, measurements, addresses, methods, pictures or other pertinent information relative to the incident within five (5) business days.

4. **Safety:** The Contractor and its officers, members, employees, agents, representatives, affiliates, subsidiaries, and subcontractors and their respective agents, representatives and employees performing services for the City under this Agreement are required to comply with all applicable Occupational Safety and Health Administration (OSHA) laws, rules and regulations, and all other applicable laws, rules and regulations in performance of the work and services to be provided under this Agreement. The Contractor is responsible for the safety of its officers, members, employees, representatives, agents, affiliates, subsidiaries and subcontractors and their respective agents, representatives and employees, and for the safety of, and prevention of injury and damage to, all persons and property within and around the areas where work and services are provided under this Agreement.

SECTION IV – CITY OF SPRING HILL’S RESPONSIBILITIES

A. COMMUNICATION

City shall provide to Contractor information and criteria regarding City’s requirements for the Project; examine and timely respond to Contractor’s submissions; and give written notice to Contractor, who shall respond promptly, whenever City observes or otherwise becomes aware of and defect in the Professional Services.

B. ACCESS

City will provide access for Contractor to enter public right-of-way, public property, and utility easements on private property related to the Project and performance of Contractor’s obligations under this Agreement.

C. DUTIES

City shall assist Contractor in limited ways such as information and maps when difficulties arise in locating facilities. The purpose of this contract is to remove City forces from the utility locating process.

D. PROGRAM

City shall provide all available relevant information reasonably required for Contractor to perform its obligations herein, including but not limited to the City’s objectives, schedule, constraints, budget with reasonable contingencies, and other necessary criteria for the Project, City shall provide Contractor access to mapping resources of City-owned underground utilities.

E. ADMINISTRATIVE SERVICES

City shall furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event shall any City-related legal, accounting, insurance and or audit services be provided on behalf of Contractor, nor shall Contractor serve any other role than as an independent contractor of the City.

F. BOND FORMS

The City shall furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

The City shall designate a Project Manager to represent the City in coordinating this Project with Contractor. The City's Project Manager will have the authority to transmit instructions and define policies and decisions of City.

SECTION V – GENERAL PROVISIONS

A. TERMINATION/EXTENSION

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Contractor's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Contractor, by providing fifteen (15) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work and services being provided under this Agreement; or (2) meet with City and, subject to City's approval, determine what work and services shall be required of Contractor in order to bring the work and services to be provided under this Agreement to a reasonable termination in accordance with the request of City. Contractor shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination. If City defaults on its obligations under this Agreement (due to City's failure to substantially perform its obligations under this Agreement), Contractor shall notify City by written notice of its intent to terminate and the City shall have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Contractor. In no event may Contractor terminate the contract solely for its convenience without cause.

2. Compensation for Convenience Termination: If City shall terminate for its convenience as provided herein, City shall compensate Contractor for all work and services to be provided under this Agreement, completed to the date of its receipt of the termination notice and any additional work and services requested by City to bring the Agreement to a reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Contractor, City shall compensate Contractor for the reasonable cost of the work and services provided under the Agreement, completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which

will be allowed. City also retains all its rights and remedies against Contractor, including but not limited to its right to sue for damages, interest and attorney's fees.

4. Incomplete Documents: Contractor shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section, Contractor having been deprived of the opportunity to complete such documents and certify them as ready for construction.

5. Extension: By mutual consent of both parties consideration will be given to awarding up to four (4) extensions of the successful Proposal for Services. Each consideration shall be for a one year extension period.

No later than thirty (30) days prior to the completion date of the term for this Proposal and no earlier than sixty (60) days prior to its completion, the successful contractor shall at their discretion choose to request in writing a service contract extension. This request shall state any cost of doing business increases.

If the City of Spring Hill finds the extension request pricing acceptable and the service provider has performed service well, the City of Spring Hill may issue a letter of acceptance to renew the exact terms of the original proposal but amending the costs per extension request. A new Certificate of Liability Insurance will be required.

B. DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Project should first be addressed by negotiations between parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor shall proceed with Professional Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Contractor's completed Services; and provide further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF CONTRACTOR DOCUMENTS

The Contractor will provide City a copy of all final Contractor Documents, including but not limited to tickets, reports, and related documents, which shall become the property of the City, provided that Contractor's copyrighted instruments shall remain in the ownership of the Contractor if Contractor, at Contractor's sole discretion, may so identify them by appropriate markings. Provided that Contractor is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Contractor. However, such reuse without written verification or adaption by Contractor for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Contractor. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

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

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 contract.

3) WORKERS COMPENSATION & EMPLOYERS LIABILITY: Workers Compensation coverage should be statutory for the State of Kansas and apply to all workers involved in the work, 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 / ERRORS & OMISSIONS: \$1,000,000 per claim/\$2,000,000 aggregate. This coverage, shall apply to actual or alleged negligent wrongful acts, errors and omissions resulting in claim(s) for damages related to the work. Defense coverage should be in addition to the limit requested and not erode the limit requested.

5) OTHER INSURANCE REQUIREMENTS:

a. Contractor agrees to name the City 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 contract. The certificate of insurance must reflect this requirement.

b. Prior to commencing the work, Contractor's insurance agent shall furnish the City 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 City in writing at least 30 days prior to any cancellation

(10 days for non-payment of premium), non-renewal, or material alteration which would have an adverse effect on the coverage pertaining to this contract. 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

c. All insurance policies shall be written by insurance company(ies) acceptable to City 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 the Contractor shall not be deemed to release or diminish the liability of Contractor. Damages recoverable by City shall not be limited by the amount of required insurance coverage.

e. Contractor shall notify a City Department Manager as soon as possible after:

- 1) Receiving notice of, or knowledge of, any demand, claim, lawsuit, or action arising out of the work performed, or
- 2) Any bodily injury or property damage occurrence that could potentially lead to any claim or lawsuit.

E. INDEMNITY

The Contractor shall indemnify, defend and hold harmless the City, its officers, employees, agents, representatives, Mayor, and City Council members from and against all suits, actions, claims, losses and damages of any kind, including but not limited to attorneys' fees and expenses, brought or asserted on account of any personal injuries, damages, or violations of rights, sustained by any person or entity or with respect to any property, arising out of any intentional, wanton, and/or negligent act or omission by Contractor, its officers, members, employees, agents, representatives, affiliates, subsidiaries, and subcontractors and their respective representatives, agents and employees in the performance of, or failure to perform, the work and services to be provided under this Agreement.

1. Loss: For purpose of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

2. Hold Harmless: For purposes of this Agreement, Contractor hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred as a result of the negligence or other actionable fault of the Contractor, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

3. Comparative Fault & Contributory Negligence: It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any Third Party for whom the Contractor is not responsible.

4. Damage Limitations: In the case of any claims against the City, its employees or agents indemnified under this Agreement, by Contractor, an employee of the Contractor, or any affiliates, subsidiaries, or subcontractor/assignees of Contractor, the indemnification obligation

contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, its affiliates, subsidiaries, or subcontractors/assignees, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Negligence by the City: Contractor is not required hereunder to defend the City, its officers, agents, or employees, or any of them from assertions that they were negligent, nor to indemnify and save them harmless from liability based on City's negligence.

F. DISCRIMINATION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, the Contractor agrees that:

a. Contractor shall observe the provisions of the Kansas Act Against Discrimination ("K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national original, ancestry or age;

b. in all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

c. if the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;

d. if the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

e. the Contractor shall include the provisions of above subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

2. Kansas Age Discrimination in Employment Act: The Contractor further agrees and acknowledges that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project, and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

3. Kansas Fairness in Public Construction Contract Act: The parties hereto agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior

agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

H. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

I. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any Third Party.

J. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an agent of employee of the City.

K. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that he/she has not employed or retained any company or person other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

L. COMPLIANCE WITH LAWS

Contractor shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Professional Services or the Project at the time Services are rendered. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement, and shall provide the City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement.

M. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

N. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

O. EXECUTION OF CONTRACT

The undersigned CONTRACTOR hereby agrees to comply with K.S.A. 44-1030 of the Kansas Acts Against Discrimination.

This Agreement will be effective on May 28, 2015 (which is the effective Date of the Agreement).

OWNER: City of Spring Hill, Kansas

Contractor: Integrity Locating Services, LLC

By: [Signature]
Steven M. Ellis, Mayor

By: [Signature]
Co-Owner



[CORPORATE SEAL]

Attest [Signature]
Glenda Gerrity, City Clerk

Attest [Signature]
Dora J. Davison

Address for giving notices:
401 N. Madison, PO Box 424
Spring Hill, KS 66083 -0424
PH: 913-592-3317
FX: 913-592-3589
E: jeff.rupp@springhillks.gov

Address for giving notices:
10528 W 129th St
O.P., KS 66213
PH: 913-486-5018
FX: _____
E: jayvb75@yahoo.com

IF CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.

Designated Representative:
Name: Jeff A. Rupp
Title: Assistant Director of Public Works
Address: 401 N. Madison, PO Box 424
Spring Hill, KS 66083 -0424
PH: 913-592-3317
FX: 913-592-3589
E: jeff.rupp@springhillks.gov

Designated Representative:
Name: JAY VAN BIEB
Title: Co-Owner
Address: 12117 Craig St
O.P., KS 66213
PH: 913-486-5018
FX: _____
E: jayvb75@yahoo.com

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH**

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 6296248

Entity Name: INTEGRITY LOCATING SERVICES, LLC

Entity Type: DOM: LTD LIABILITY COMPANY

State of Organization: KS

Resident Agent: JAY VAN BIBER

Registered Office: 12117 Craig St., OVERLAND PARK, KS 66213

was filed in this office on December 01, 2008, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of May 13, 2015

A handwritten signature in cursive script that reads "Kris W. Kobach".

**KRIS W. KOBACH
SECRETARY OF STATE**

Certificate ID: 666346 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

**FIFTH AMENDMENT TO, AND EXTENSION AND RENEWAL OF,
PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment To, And Extension And Renewal Of, Professional Services Agreement (hereafter "**Fifth Amendment**") is made, effective as of January 1, 2020, between the **City of Spring Hill, Kansas** (hereafter "**City**") and **Integrity Locating Services, LLC**, a Kansas limited liability company (hereafter "**Contractor**").

WHEREAS, the parties hereto previously entered a Professional Services Agreement (hereafter "Agreement") with an effective date of May 28, 2015; and

WHEREAS, the parties hereto previously entered a First Amendment To, And Extension And Renewal Of, Professional Services Agreement with an effective date of January 1, 2016; and

WHEREAS, the parties hereto previously entered a Second Amendment To, And Extension And Renewal Of, Professional Services Agreement with an effective date of January 1, 2017; and

WHEREAS, the parties hereto previously entered a Third Amendment To, And Extension And Renewal Of, Professional Services Agreement with an effective date of January 1, 2018; and

WHEREAS, the parties hereto previously entered a Fourth Amendment To, And Extension And Renewal Of, Professional Services Agreement with an effective date of January 1, 2019; and

WHEREAS, the parties hereto desire to renew and extend the Agreement, as amended, for the calendar year 2020 on the same terms and conditions as are stated in the Agreement, as amended.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The effective date of this Fifth Amendment is January 1, 2020.
2. The Agreement, as amended, is extended and renewed by way of this Fifth Amendment on the same terms and conditions as are stated in the Agreement, as amended, for the time period of January 1, 2020, through and including December 31, 2020, with all work to be completed on or before December 31, 2020, unless further extended in accordance with Section V.A.5. of the original Agreement.

CITY OF SPRING HILL, KANSAS

By: _____
Steven M. Ellis, Mayor

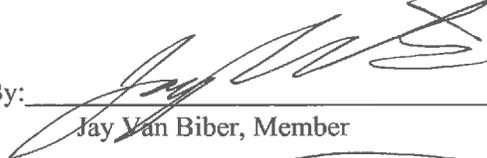
Attest:

Glenda Gerrity, City Clerk

Approved as to Form:

Frank H. Jenkins, Jr., City Attorney

INTEGRITY LOCATING SERVICES, LLC

By: 

Jay Van Biber, Member

By: 

Kevin Neilson, Member

By: 

Manager

Attest: Kate Bachman
Director of Administration
(Printed Name and Capacity)

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JAMES E. BOYER, DIRECTOR OF PUBLIC WORKS
MEETING DATE: JANUARY 23, 2020
DATE: JANUARY 3, 2020

Formal Action Item: Consider Authorization for the Director of Public Works to purchase a used tandem axle dump truck for the Streets Division.

Background: Staff previously submitted a budget request for \$50,000.00 and was approved to purchase a pre-owned dump truck for the Street Division. This unit would be added to the divisional fleet and provide field operational support for transporting materials and rock used for street repairs, construction, and re-construction. Our largest single axle dump truck can haul approximately 7 tons of material at a time; tandem axle dump trucks can haul up to 12 tons of material or more which would allow more material to be hauled per load (which will also reduce additional costs for hauling material if purchased directly from a rock quarry or private trucking company) compared to using existing dump trucks.

When purchasing used vehicles, attempts to align the purchase of selected used vehicles with council meetings creates timing and availability challenges in order to comply with the city's purchasing policy.

Analysis: Truck hauling fees are priced around \$5.00/ton and a large truck/trailer can haul upwards of 20 ton which would cost around \$100.00 per load. In 2019, the city purchased around \$30,000.00 for rock from a private company; around \$12,000.00 was spent on hauling charges. Based on these numbers, and if the City used their own truck to haul its own rock, the money saved would pay for the truck in two years. If the Governing Body approves this purchase, we will incorporate the practice of hauling rock in the wintertime to stockpile for seasonal projects.

Staff has searched for used vehicles over the last several months and have found a suitable unit that would meet our needs. New tandem axle trucks can range anywhere from \$120,000.00 to \$150,000.00 or more depending upon options and specifications. This unit is currently located and owned by the City of Wellsville. It is a 2000 Sterling tandem axle dump truck with a Caterpillar Engine, Allison Automatic Transmission, and has 166,000 miles. This unit also comes equipped with up to date maintenance records, a salt spreader and snowplow (valued at over \$26,000 new). This truck was originally owned by the Kansas Department of Transportation and is very good condition despite its age. The City of Wellsville has priced this vehicle at \$22,500.00.

Alternatives:

1. Approve one-time exception to exceed \$5,000 purchasing authority.
2. Deny one-time exception to exceed \$5,000 purchasing authority.
3. Defer the issue and direct staff to further research.

Legal Review: N/A

Funding Review or Budgetary Impact: This purchase request was approved with the 2019 Budget and would impact the Street Division Fund.

Recommendation: Staff recommends the approval to pre-authorize the Director of Public Works to purchase the Pre-owned 2000 Sterling Dump Truck from the City of Wellsville for \$22,500.00.

Attachments:

- Photo summary sheet of selected vehicle.

1-4-2020 Photo Summary Sheet of Pre-owned 2000 Sterling Tandem Axle Dump Truck





AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PAT BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: JANUARY 23, 2020
DATE: JANUARY 16, 2020

Formal Item: Consider the purchase of new vehicle for Community Development Building Inspection Department.

Issue: The 2005 Ford Escape has been considered for replacement and is experiencing major operational repairs and/or body corrosion/deterioration issues.

Background: City staff reached out to Government Discount Pricing Dealers and requested bids for a new Jeep Renegade Latitude. Olathe Jeep, New Century Jeep (Paola) and Victory Jeep in Ottawa responded to the request for bids, Landmark Jeep did not. Bid tabulation sheet is attached. On December 18, 2019 the Governing Body approved the purchase of a vehicle from Victory Jeep in Ottawa, Ks. When the City went to take possession of the vehicle, Victory informed the City, they would require 10-20 days to get the title to the City. The City Clerk said that the title agreement could not be signed without the City Legal approving it and the Governing Body (Mayor) would need to sign or approve signing the document. This stopped the purchase of the vehicle.

Analysis: The 2005 Ford Escape has been on the “Needs Immediate Consideration” for several years. The 2005 vehicle has 111,000 miles with no air conditioning and the transmission needs an estimated \$1,200.00 in repairs. The interior roof liner has peeled away, a new fuel pump, alternator, and engine battery components have also recently been replaced in this vehicle. Victory Jeep, Ottawa has the low bid by 54 cents in the amount of \$22,165.00. Since the time of stopping the purchase, Community Development has contract several of the dealerships and the same vehicle can be purchased for \$22,166.00 (rounded up). Staff would request approval to purchase a vehicle not to exceed cost of \$22,166.00.

Alternatives:

- Motion to purchasing a vehicle not to exceed cost of \$22,166.00
- Deny such.
- Remand the staff for additional information.

Legal Review: N/A.

Funding Review or Budgetary Impact: Funds are available, and budgeted.

Recommendation: Motion to approve the purchase of a vehicle not to exceed cost of \$22,166.00

Attachments:

- Bid Tabulation Sheet.

CITY OF SPRING HILL, KS BID TAB

Owner CITY OF SPRING HILL, KANSAS

Project: **Community Development Vehicle Purchasing**

Received Bids @ City of Spring Hill
401 N Madison, SPRING HILL, KS 66083

Date: **12/18/2019**

Bidder's Name	Olathe Jeep	New Century Jeep Paola	Victory Jeep Ottawa	Landmark Dodge	
				No Bids Received	
Item	Description	Total Price	Total Price	Total Price	Price
1.	New 2019 Jeep Renegade Latitude 4dr	\$ 22,165.54	\$23,186.00	\$22,165.00	\$0.00

New 2019 Jeep

Renegade LATITUDE 4X4 Sport Utility



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: JANUARY 23, 2020
DATE: JANUARY 16, 2020

Formal Agenda: Consideration of Acceptance of Proposal – Broadband Project.

Issue:

- Address community need of high-speed reliable internet to all residents and businesses in City
- Proceed with recommendations of Broadband Task Force (see attached)

Background: Over the past two years the Broadband Task Force along with city staff has worked diligently to develop a course of action and recommendations concerning improved broadband service in Spring Hill. In August 2019 a Request for Proposal (RFP) was distributed with a submittal deadline of September 30, 2019. The basic premise of the RFP was that the successful Partner will either build, or partner with the City to build, and support a fiber-to-the-premises deployment capable of enhancing broadband connectivity to residents, businesses, and community anchor institutions within the City limits of Spring Hill. The City received twelve responses that were reviewed by a committee consisting of Councilwoman Andrea Hughes, Jim Hendershot, Melanie Landis and Antwone Smoot. The committee met and reviewed the applications as a group, followed by telephone interviews with nine of the companies represented in the submittals. A matrix was developed to score and rank each submittal on the following categories:

- Download speeds or 1,000 Mbps (Gigabit)
- Data infrastructure to every home, business, public facility and private institution
- Full connectivity in less than 5 years
- Provide a conceptual design
- Ability to light service
- Plan including capacity, shelter, redundancy and contingency
- City financial commitment – amount requested beyond incentive project
- Community giveback
- City benefit

At the December 18, 2019 meeting of the Governing Body this item was tabled to allow the Governing Body time to thoroughly review the information provided by staff. The item was tabled on January 9, 2020 due to confusion related to KORA and the nondisclosure agreement that accompanied the Broadband RFP. Attached to this agenda review you will find a letter from City Attorney Frank Jenkins clarifying the KORA issue. Also attached to this agenda review you will find a copy of a memo from my office dated January 7, 2020 to

AGENDA ITEM REVIEW SHEET

members of the RFP review committee identifying key components of the Allo Communications submittal that led to the committee recommendation.

Analysis: Following the phone conference interviews the committee completed the ranking matrix based on a score of 1-3 as follows:

- 1 = Criteria not met
- 2 = Criteria met
- 3 = Criteria exceeded

Upon completion of the scoring matrix, Allo Communications was selected by the committee as the preferred provider. It is the opinion of the review committee that the submittal from Allo achieves several objectives of the Broadband Task Force and needs of the city residents:

- Provides internet, voice and video services identified as a critical need for both residents and businesses within 24 months.
- Provides an option that includes no financial obligation to the City greater than the incentive detailed in the RFP
- Provides a cost savings to the City by owning the fiber to city facilities and eliminating lease costs

Conversations with Allo representatives indicated their excitement at being considered as the broadband provider selected from the RFP process.

Alternatives: Approval, denial, table pending further review

Legal Review: Refer to letter from Mr. Frank Jenkins, City Attorney.

Funding Review or Budgetary Impact: N/A

Recommendation: The RFP review committee recommends acceptance of the RFP proposal from Allo Communications and direct staff to enter into contract negotiations.

Attachments:

1. Letter from City Attorney, Frank Jenkins
2. Memo dated 1/7/2020 identifying Allo Communications submittal Highlights
3. Broadband Task Force recommendations

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ROY G. LOWE (1926-2011)
ROY S. LOWE (1887-1976)

January 16, 2020

Jim Hendershot, City Administrator
City of Spring Hill, Kansas
401 North Madison Street
Spring Hill, KS 66083

Via Electronic Mail

Re: Broadband project bids – application of Kansas Open Records Act (“KORA”) to
release bids and related documents

Dear Jim:

This is a follow-up to the January 9, 2020, City Council meeting relating to whether KORA preempts the Mutual Confidentiality and Non-Disclosure Agreement relating to the Broadband bid documents. I have reviewed the relevant law and bid documents and have confirmed that KORA does preempt the terms and conditions of the Mutual Confidentiality and Non-Disclosure Agreement.

Thank you.

Yours very truly,

LOWE LAW FIRM, LLP



Frank H. Jenkins, Jr.

FHJ:nm



Memo

To: Councilwoman Hughes, Melanie Landis, Antwone Smoot
From: Jim Hendershot, City Administrator
Date: January 7, 2019
Re: Review of Allo Communications RFP – council presentation highlights

After reviewing the RFP submittal from Allo Communications a second time, I have listed the items below that can be highlighted during the agenda presentation Thursday evening at the Council meeting. I believe these are many of the items that set Allo above other submittals and validates our recommendation:

1. Telecommunications company offering FTTP networks since 2004 to residents, businesses, and government facilities.
 - a. Services offered include broadband, internet, television, telephone
 - b. Offer several bundling options for combining services including smart home technology packages
2. Has the flexibility to vary its business model to meet the needs of a community
3. Redundant connections to Allo's service platform and network operations center. Current operations in Nebraska and Colorado. Their regional fiber network would connect to Kansas City from Denver and Omaha, then provide two sources of connectivity serving Spring Hill from the KC hub.
4. Service Launch – Approximately 6 months from start of construction, customers within the initial service area can be connected
5. Current network designed to provide 1G service, enhanced to 10G in next 2 years
6. Technicians, service representatives, sales engineers, sales personnel hired and located in Spring Hill area and will be supported by Allo's 24/7 customer service
7. Willing to consider many network models and variety of financial arrangements. Allo's process often reduces overall construction cost by more than 30%

8. Previous models in constructing FTTP networks have included partnering with municipalities to use or construct portions of the network
9. Allo city FTTP networks range in population from 1,400 to 290,000
10. Offers ubiquitous 1G service with symmetrical speeds designed to be upgradeable for faster broadband speeds
11. Currently offers and supports broadband services to commercial entities up to 100G
12. Generally, utilizes a powered central office with redundant power sources to minimize risk of power outage
13. Allo's design is based on a scalable and flexible platform that will allow for increases in network speeds as demanded by community and technological advances
14. Lincoln, Nebraska partnered with Allo in 2015 for 100% fiber optics-based infrastructure. In 2017 Lincoln was designated as a Smart Gigabit Community. One of 30 communities in U.S. working together to increase economic and social opportunities through the development of advanced gigabit applications
15. Allo does not enforce data caps. Unfettered access is a key component of Allo's networks.
16. Self-financed. Funds provided by internal cash flows, borrowing capacity or unsecured loans from parent company, Nelnet
17. Typically, do not require business or residential contracts.
18. Do not charge for installation except in unusual situations
19. Generally, service plans are 10% lower than incumbent providers and includes higher speeds along with more features. Does not use low teaser rates then escalate fees
20. Utilize local contractors whenever possible. Allo prefers to hire local employees as opposed to third party services
21. Will help Spring Hill expand existing business, recruit new business, assist in development of business start-ups and incubators, and spur private sector development
22. Will participate in marketing of Spring Hill
23. Provide discounted services to businesses developing in new areas of the community
24. Provide internships for area students, donate to area school technology programs, and encourage the development of tech-savvy students

Broadband Task Force recommendation to City Council

February 15, 2018

General Recommendation: *Take immediate steps to address shortfall/lack of internet service options with an ultimate goal of ubiquitous, high speed fiber infrastructure buildout to every home and business in Spring Hill.*

1. **Adoption of policies** (within 3 months) - Support efforts of utility infrastructure in our right of ways and plan for future placement of conduit.
 - a. **Right-of-Way Permitting policy and procedure** – Policy to manage, clarify and regulate conditions of occupancy and construction within the City’s right-of-way.
 - b. **Dig Once policy and procedure** - Policy that encourages coordination between City and private sector when excavating in the public right-of-way.
2. **Engage state and federal elected officials** (on-going) – Educate state and federal elected officials of the ever growing need for fiber infrastructure and the on-going struggle for competitively priced, high speed internet in communities such as Spring Hill.
3. **Explore wireless provider options** (within 6-9 months) as a means to meet immediate need for internet access
 - a. Provides additional service options for residents.
 - b. Wireless is not a long-term solution for Spring Hill.
 - c. Cost of wireless services may not be competitive with existing services.
 - d. Prefer to not invest City tax dollars into wireless options.
4. **Ease of access for providers** (within 6 months) – Consider reviewing and changing regulations related to:
 - a. **Tower height requirements** – Wireless providers can install a tower and begin providing service quickly if tower height requirements meet their needs.
 - b. **Building requirements** – Providers will need to construct buildings to house equipment and requirements should include pre-fabricated options for service buildings.
 - c. **Identify City owned land and tower assets** – Providers will be looking to lease land or tower space. Early identification of City owned assets will aid in the process.
5. **Distribute Request for Information (RFI)** (within 1 year) - to internet providers nationally to generate interest in Spring Hill as potential high speed, ubiquitous fiber to every resident and business in Spring Hill.
 - a. **Contract with service provider** (within 1-5 years) – Address performance measurements in contract with service provider to include:
 - i. Contract term 3-5 years
 - ii. Expectations for full buildout (i.e. 40% by third year, 20% each year following)
 - iii. Benefit for accelerated buildout

6. **Construct fiber infrastructure** (within 1-5 years) - in coordination with contract of service provider within limited city tax levy impact of 1-2 mils for cost of project.
 - a. **Middle Mile** – Construct a middle mile fiber infrastructure (also referred to as a ring) essentially providing a reduced cost of initial infrastructure for service provider with additional fiber strands for City operational use for facility connection.
 - b. **Dark Fiber buildout** – Build dark fiber to every built or buildable property in Spring Hill city limits. (This model is referred to as the Huntsville model in the CTC final report.)
 - i. Give consideration to underground construction as opposed to aerial access.
 - c. **City mill levy dedication and investment/grant funding** – The importance of fiber infrastructure will become increasingly important to the future of Spring Hill. It is recommended that the City dedicate 1-2 mils toward the fiber infrastructure model and actively seek investment or grant dollars to offset the remaining cost of buildout.

7. **Conduit master plan** (within 1 year) – Identify key areas within Spring Hill that would benefit from city placement of conduit to avoid additional cost and public inconvenience for future fiber infrastructure buildout. Lease city conduit to service providers as cost recovery effort.
 - a. **Request budgetary consideration** – consider budgeted line item for placement of conduit in coordination with the conduit master plan.