

**SPRING HILL CITY COUNCIL
REGULAR MEETING
AGENDA
THURSDAY, APRIL 28, 2016
7:00 P.M.
SPRING HILL CIVIC CENTER
401 N. MADISON – ROOM 15**

CALL TO ORDER

INVOCATION Pastor Joel Atwell, Grace Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

CONSENT AGENDA:

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

1. Approval of Minutes: April 14, 2016
2. Consider Approval of Employee Health Insurance Renewal: Midwest Public Risk (MPR)
3. Consider Approval of Job Description: Project Coordinator
4. Consider Approval of Contract: 2016 City Survey, ETC Institute
5. Consider Approval of Contract Addendum: Collection Bureau of Kansas

FORMAL COUNCIL ACTION

6. Appropriation Order 2016-04-28
7. Resolution No. 2016-R-13: Range of Salaries of Various City Officers and Employees
8. Resolution No. 2016-R-14: Acceptance of Temporary Easement, Wilson Storm Sewer Project, Phase, 3, Mr. Patrick Louisa

ANNOUNCEMENTS and REPORTS

ADJOURN

**City of Spring Hill, Kansas
Minutes of City Council Regular Session
April 14, 2016**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on April 14, 2016. The meeting convened at 7:00p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

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

Councilmembers absent: Clint Gillis

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

Consultants in attendance: City Attorney Frank Jenkins
City Bond Advisor Tyler Ellsworth

ROLL CALL

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

APPROVAL OF THE AGENDA

The Mayor requested to add Item 11. Resolution No. 2016-R-12: Consider awarding an Amended Contract with Piat, Inc. (DBA ServPro)

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

CITIZEN PARTICIPATION:

Virginia Jones, 711 S. Webster Street, Spring Hill, Kansas, addressed the Governing Body about urban farming and requested consideration of raising chickens in her backyard. The Mayor thanked Ms. Jones for attending the meeting and suggested she contact the City Administrator to discuss her request further. Ms. Jones was provided the City Administrator's business card.

CONSENT AGENDA:

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

1. **Approval of Minutes: March 24, 2016**
2. **Appropriation Order 2016-04-14**
3. **Consider Temporary Use Permit: TUP-03-16, Queen's Price Chopper – outside storage of merchandise**
4. **Proclamation: April 2016 Fair Housing Month**
5. **Proclamation: Start by Believing Day, Metropolitan Organization to Counter Sexual Assault**
6. **Proclamation: Spring Hill Arbor Day**
7. **Consider Special Event Permit: Let Your Light Shine 5K, Josh & Michele Ivans**

Motion carried 4-0-0.

FORMAL COUNCIL ACTION

8. Resolution No. 2016-R-10: Resolution of intent for Industrial Revenue Bond (IRB)

The Finance Director presented the Resolution determining the intent of the City of Spring Hill, KS to issue its IRBs (taxable under federal law) in the approximate principal amount of \$10,706,500 to pay a portion of the cost of acquiring, constructing and equipping a multifamily housing facility within the City (Blackhawk Apartment Project).

Ms. Landis stated that IRB's are an economic development tool available to cities under Kansas law (see K.S.A. 12-1740 and 79-201a) to provide financing for private business facilities and may be used to finance all or a portion of the project. Ms. Landis reported that the City is in receipt of an IRB application for the Blackhawk apartment project. The application request is for IRB's to finance a portion of the project, abatement of property taxes averaging fifty percent (50%) over ten (10) years and exemption of sales tax on construction of the project. The resolution of intent is proposed under section fourteen (14) of the policy related to property tax abatement established under resolution 538.

If this resolution is approved, actions remaining include 1) cost/benefit analysis which will be performed by an outside agency based on information provided within the application; 2) public hearing; 3) payment in lieu of taxes (PILOT) agreement.

Ms. Landis also reported that this process includes a financial review of the business of the developer, Mr. Grant Merritt. The City received a request to forego the financial review. Staff reached out to the City's Financial Advisor, Mr. Tom Kaleko with Springsted, who suggested three points to consider to forego the financial review for this type of IRB:

1. Level of risk both for financial and reputation,
2. Degree of which public funds will be used for private purposes, and
3. Level of community interest of the project.

The City's Bond Advisor, Mr. Tyler Ellsworth, Kutak Rock, provided a response to these three points.

1. With this type of IRB, there is little financial risk to the City. The City is not paying out money that it already has and the City's credit is not on the line even though bonds are being issued. These are not general obligation bonds which are payable from unlimited taxes; these bonds are payable from a particular revenue source which, in this case, is a lease that is all orchestrated by the Kansas IRB Statutes.

2. There is no money that the city is paying directly to the Mr. Merritt. There will be a future agreement that property taxes may be abated based on the total assessed valuation of the project and a subsequent agreement that the City will present to Mr. Merritt as to how those tax payments will be divvied up. The proposed resolution does not lock-in an agreement with Mr. Merritt.

3. The Mayor stated that this project will provide an affordable, entry level of housing for the Spring Hill community and this is the right project for Spring Hill.

It was also noted that the City's financial review is completely independent of a decision to extend credit to Mr. Merritt.

Staff recommended to approve Resolution 2016-R-10 determining the intent of the City of Spring Hill to issue its industrial revenue bonds in the approximate principal amount of \$10,706,500 to pay a portion of the cost of acquiring, constructing and equipping a multifamily housing facility within the City (Blackhawk Apartment project).

Motion by Leaton, seconded by Eckert, to approve Resolution 2016-R-10. Motion carried 4-0-0.

9. Resolution No. 2016-R-11: Resolution of intent to finance certain equipment

The Finance Director presented the resolution of intent to finance certain equipment. Ms. Landis reported that when purchasing equipment, leasing is a viable option when cash is not readily available. The proposed resolution would allow the City to purchase the equipment prior to having the lease details worked out. The City has used a lease process with local banks the last several years and has had great success with low interest rates and would expect the same to continue with the proposed process.

Equipment to be funded include:

(2) Public safety vehicle	\$84,000
(1) Ford F-150	\$27,000
(1) John Deere tractor	\$15,000
(1) Cat Loader	\$32,000

The request for replacement of these vehicles and equipment are in coordination of the vehicle replacement program. An additional resolution for other equipment budgeted for 2016 purchase will be added to a future agenda.

Staff recommended approval of Resolution 2016-R-11 of intent to finance certain equipment with the issuance of federally tax-exempt debt.

Motion by Leaton, seconded by Eckert, to approve Resolution 2016-R-11 as stated. Motion carried 4-0-0.

10. Consider Approval of Agreement: Assignment of liability for counterfeit card transactions, Forte

The Finance Director presented the Assignment of Liability for counterfeit card transactions with Forte. Ms. Landis reported that effective, October 1, 2015, there was a shift in the liability standard relating to fraudulent use of counterfeit cards accepted through a point of sale system. The payment networks began assigning liability for counterfeit card transactions to the party in the transaction that utilizes the least developed and/or non-EMV (EuroPay, MasterCard, Visa) compliant point of sale technology.

This new standard requires that the City, as the agency accepting payments from the public, put into place technology to protect the card companies from fraudulent transactions occurring through onsite transactions. The most common way to do this is use of a card acceptance device that will read the EMV chip enabled cards most recently issued by banks and credit card companies.

The City currently accepts card transactions through Forte for most payment transactions and through Activenet for aquatic center activity payments. These systems operate separately and new devices have been ordered for use on the Activenet system.

Forte is currently developing and testing its EMV compliant POS solution; however, it did not meet the October 1, 2015 deadline. This assignment of liability transfers the assignment of liability for fraudulent transactions from the City, the merchant, back to Forte until such time that they can provide an acceptable POS solution.

Staff recommends that the Council approve the assignment of liability document and authorize the Mayor to sign on behalf of the City as acceptance.

Motion by Leaton, seconded by Eckert, to approve the assignment of liability document and authorize the Mayor to sign on behalf of the City as acceptance. 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

10a. Resolution No. 2016-R-12: Consider awarding an Amended Contract between the City of Spring Hill, Kansas and Piat, Inc. (DBA ServPro) for the purpose of adding duct cleaning services to the original contract with Piat Inc. relating to City Hall/Civic Center; further providing for the cancellation of the contract between the City of Spring Hill, Kansas and Midwest Duct Cleaning Services, Inc. relating to duct cleaning services at City Hall/Civic Center

The Community Development Director presented the First Amendment with Piat, Inc. d/b/a ServPro. On March 24, 2016, the City approved a contract for duct cleaning services with Midwest Duct Cleaning Services, Inc. (Midwest) in conjunction with the mold remediation project. On April 13, 2016, Midwest advised the City that to obtain the insurance coverage as required by the contract, it would be difficult to meet the project schedule. Subsequently, to address the issue, ServPro and Midwest proposed that ServPro's contract be amended to make Midwest its subcontractor. Therefore, the insurance requirement would be met under its insurance coverage for the duct cleaning services that would still be provided by Midwest as a subcontractor of ServPro. The premium cost for providing the additional insurance coverage would be \$5,000.

The proposed amendment includes the following:

1. Fees and Costs. The ServPro contract amount has been increased from \$25,426.07 to \$58,169.79. The difference is comprised of the original Midwest contract amount of \$26,355, additional insurance premium cost of \$5,000 and overhead/profit. Also the cost of the stationary bond is increased from \$740.61 to \$1858.28.
2. Itemization of Services and Unit Prices. The description of services has been changed to include the cleaning of the HVAC System.
3. Bonds. A new statutory bond(s) is required to include the increase in the contract amount.

The First Amended contract with Piat, Inc. (d/b/a ServPro) will enable the project to continue to be on schedule. As part of the change in the structure of the contracts, the resolution cancels the original Midwest contract.

Staff recommended to approve Resolution No. 2016-R-12 authorizing and directing the Mayor to execute the First Amended Contract with Piat Inc. d/b/a ServPro for the purpose of adding Midwest Duct Cleaning Services, Inc. as subcontractor for duct cleaning services; further canceling the duct cleaning services contract between the City and Midwest Duct Cleaning Services, Inc.

Motion by Leaton, seconded by Koder, to approve the ServPro contract in the amount of \$58,169.79 include the Midwest contract inside of the ServPro contract as stated. Motion carried 3-1 (Eckert)-0.

DISCUSSION

11. 1ST Quarter Financials Review

The Finance Director presented the 1st Quarter Financials that included a report on all funds revenue, expenditure and fund balance, city debt and financial information, general fund revenues and general operating fund.

ADJOURN

Motion by Leaton, seconded by Eckert, to adjourn.

The meeting adjourned at 7:55p.m.

Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: NATALIE LAZENBY, HUMAN RESOURCES SPECIALIST
MEETING DATE: APRIL 28, 2016
DATE: APRIL 20, 2016

Consent Action Item: Renewal of Employee Health Insurance

Issue: In order to remain a competitive municipal employer, the City of Spring Hill must provide its employees with a comprehensive health insurance package.

Background: The City of Spring Hill maintains a competitive benefits package. A careful review of the programs provided to the City of Spring Hill has resulted in the following decisions:

Midwest Public Risk continues to provide the most cost-effective health insurance program for our employees. This benefits package provides medical, vision, dental as well as a confidential employee assistance program.

Midwest Public Risk offers five (5) options for municipal employees. It was determined that our employees will be afforded three choices. These choices include two HMO plans and a PPO plan. All plans are currently used and will continue to provide full coverage for employees. While it must provide a retirement health program, the City does not have a financial commitment to the retirement program.

In addition, the plans that we offer meet and exceed the requirements set by the Affordable Care Act.

Analysis: \$621,446.75 is the total amount of premiums paid to MPR in 2015. This total represents a combination of both the City and Employee share. The Midwest Public Risk Board of Directors approved and overall increase of 5.2%. I am thrilled to report that our annual rate increase is 5.2% for the FY 2016-17. This increase includes fees and benefits mandated by the Affordable Care Act.

Alternatives: Return the program to staff for further consideration.

Legal Review: N/A

Funding Review or Budgetary Impact:

In 2015, the total cost of the program was \$621,446.75. We can expect this amount to increase by approximately 5.2%

Recommendation: Approve the 2016–2017 Midwest Public Risk Health Insurance Program.

Attachments: 2016-2017 MPR Rates,
2016-2017 City of Spring Hill Rates

City of Spring 2016-2017 Health Insurance Rates

Cigna Open Access Plan B \$75

	Health	City pay 80% Dep	City pay 90% EE	Emp. Pays	Dental	City pay 80% Dep	City pay 90% EE	Emp. Pays	Vision	City pay 80% Dep	City pay 90% EE	Emp. Pays	Total Medical, Vision & Dental	2015 Total City Monthly	Total City Monthly	City Current Year Increase	2015 Total EE Monthly	2016 Total EE Monthly	Emp. Current Year Increase
<i>Monthly Plan Cost</i>																			
Family	\$1,786.27	900.14	594.99	291.14	85.91	41.13	31.05	13.73	\$21.54	\$11.20	\$6.79	\$3.55	1893.72	1474.50	1585.29	110.79	286.90	308.43	21.53
Second Tier	\$1,520.66	687.65	594.99	238.02	85.91	41.13	31.05	13.73	\$15.08	\$6.03	\$6.79	\$2.26	1621.65	1272.59	1367.63	95.04	236.42	254.02	17.60
Employee	\$661.10	0.00	594.99	66.11	34.50	0.00	31.05	3.45	\$7.54	\$0.00	\$6.79	\$0.75	703.14	588.45	632.83	44.38	65.38	70.31	4.93

Humana HMO Opt 1

	Health	City pay 80% Dep	City pay 90% EE	Emp. Pays	Dental	City pay 80% Dep	City pay 90% EE	Emp. Pays	Vision	City pay 80% Dep	City pay 90% EE	Emp. Pays	Total Medical, Vision & Dental	2015 Total City Monthly	Total City Monthly	City Current Year Increase	2015 Total EE Monthly	2016 Total EE Monthly	Emp. Current Year Increase
<i>Monthly Plan Cost</i>																			
Family	\$1,721.49	855.82	586.55	279.13	85.91	41.13	31.05	13.73	\$21.54	\$11.20	\$6.79	\$3.55	1828.94	1431.87	1532.53	100.66	276.97	296.41	19.44
Second Tier	\$1,541.15	711.54	586.55	243.06	85.91	41.13	31.05	13.73	\$15.08	\$6.03	\$6.79	\$2.26	1642.14	1292.49	1383.09	90.60	242.13	259.05	16.92
Employee	\$651.72	0.00	586.55	65.17	34.50	0.00	31.05	3.45	\$7.54	\$0.00	\$6.79	\$0.75	693.76	583.16	624.38	41.22	64.80	69.38	4.58

Humana HMO Opt 2

	Health	City pay 80% Dep	City pay 90% EE	Emp. Pays	Dental	City pay 80% Dep	City pay 90% EE	Emp. Pays	Vision	City pay 80% Dep	City pay 90% EE	Emp. Pays	Total Medical, Vision & Dental	2015 Total City Monthly	Total City Monthly	City Current Year Increase	2015 Total EE Monthly	2016 Total EE Monthly	Emp. Current Year Increase
<i>Monthly Plan Cost</i>																			
Family	\$1,541.77	767.73	523.90	250.14	85.91	41.13	31.05	13.73	\$21.54	\$11.20	\$6.79	\$3.55	1649.22	1308.65	1381.79	73.14	253.30	267.43	14.13
Second Tier	\$1,377.90	636.63	523.90	217.37	85.91	41.13	31.05	13.73	\$15.08	\$6.03	\$6.79	\$2.26	1478.89	1179.81	1245.53	65.72	221.09	233.36	12.27
Employee	\$582.11	0.00	523.90	58.21	34.50	0.00	31.05	3.45	\$7.54	\$0.00	\$6.79	\$0.75	624.15	531.77	561.74	29.96	59.09	62.42	3.33

Total Amount Due
Total Amount Paid By City
Total Amount Paid By Employee
Previous Year Employee Cost
Current Increase / Decrease

	City of Spring Hill		
	2016/2017 Rates		
	Active	Cobra	Retiree
OAP 750			
Employee	\$661.10	\$674.33	\$826.38
Second Tier	\$1,520.66	\$1,551.07	\$1,900.83
Family	\$1,786.27	\$1,821.99	\$2,232.82
HMO Option 1			
Employee	\$651.72	\$664.75	\$814.65
Second Tier	\$1,541.15	\$1,571.97	\$1,926.43
Family	\$1,721.49	\$1,755.93	\$2,151.87
HMO Option 2			
Employee	\$582.11	\$593.75	\$727.64
Second Tier	\$1,377.90	\$1,405.45	\$1,722.37
Family	\$1,541.77	\$1,572.61	\$1,927.22
Vision 1			
Employee	\$7.54	\$7.69	\$9.43
Second Tier	\$15.08	\$15.38	\$18.85
Family	\$21.54	\$21.97	\$26.93
Dental \$1250			
Employee	\$34.50	\$35.19	\$43.13
Family	\$85.91	\$87.63	\$107.39

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JONATHAN S. ROBERTS, CITY ADMINISTRATOR
MEETING DATE: THURSDAY, APRIL 29, 2016
DATE: THURSDAY, APRIL 21, 2016

Consent: Implementation of Project Coordinator Position

Issue: Over the past several years it has become apparent that capital projects take too long to get started and while not mismanaged, the overall management of these projects could be better, more complete, and timely. This is largely due to the approach that we have taken as a team managing them and splitting up duties without one singular project manager.

Background: Staff has discussed how to address the situation described above and has come to the conclusion that the addition of the subject position would address the needs that exist.

Analysis: Staff believes that this position would prove not only beneficial but would be for more efficient and economical than the management approach that we are using in the present.

Alternatives: N/A

Legal Review: This item has not been reviewed by the City Attorney

Funding Review or Budgetary Impact: This item would have the fiscal impact of adding an additional compliment to the City Staff. These expenses would be addressed through savings that would materialize through proposed organizational changes to the Public Works Department and would be funded from line items 01-16-5010 through 5130.

Recommendation: Governing Body direction to implement the position of Project Coordinator.

Attachments: Subject Position Description

PROJECT COORDINATOR

City of Spring Hill

Community Development Department

POSITION SUMMARY

Under the supervision of the Director of Community Services, this position is a non-exempt position under FLSA. Ensuring that development within the city occurs legally and logically is the primary responsibility of this position. Providing citizen assistance and gathering information for the City Council are expected. This position also works with Geographical Information Systems (GIS) to develop databases and produce a variety of maps. This position also coordinates special projects of the city as assigned. This employee should possess excellent communication, organizational, and public relation skills. The employee should possess a valid Kansas driver's license.

ESSENTIAL FUNCTIONS

- Analyzes city development proposals;
- Prepares, modifies, interprets and enforces the Zoning Ordinance, comprehensive plan, soil erosion control;
- Prepares reports for applications by homeowners and businesses regarding planning and zoning appeals, attends the meeting of the City Council, Planning Commission, and Board of Zoning Appeals;
- Provides staff support to the City Council, Planning Commission, and Board of Zoning Appeals;
- Conducts research projects such as the impact of an excise tax, erosion control policy, annexation policy and development concerns, benefits of automation of city mapping processes;
- Provides citizen assistance by fielding questions, concerns, and complaints from the general public about planning issues;
- Reviews site plans, zoning applications, and plats for compliance with regulations;
- Investigates and resolves zoning violations;
- Responsible for short and long-range planning goals of the city;
- Attends county level planning meetings, representing the interest of the city, works with state and federal agencies such as Kansas Department of Health and Human Services, Kansas Department of Transportation, Kansas Department of Housing and Commerce, Miami County Commission.
- Collects statistical data and prepares reports and maps on topics such as census information, land use, crime, and infrastructure.
- Coordinate special projects within the city for timeliness, budget constraints, planning and organization.

MARGINAL FUNCTIONS

- Performs other duties as deemed necessary or assigned;
- Prepares minutes, takes minutes, and summarizes planning and zoning commission action.

Project Coordinator

POSITION REQUIREMENTS

Minimum Experience: One year of related experience is required.

Minimum Education: A college degree specializing in planning or a related field is required. Specialized training in GIS is required. This employee should possess a valid Kansas Driver's License.

CLASSIFICATION

QUICK VIEW

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: INELIGIBLE

OSHA:

WORKING CONDITIONS:

Preferred Experience: Two years of related experience is preferred.

Preferred Education: A master's degree in planning is preferred.

Knowledge, Skills, Abilities: A thorough knowledge of planning laws, state statutes, map making, computers, and a working knowledge of technical drawings and mathematics is required. This employee must be able to operate computers, photocopiers, and other office equipment. The ability to interpret ordinances and data, to understand and anticipate problems, and to read and interpret written instructions, memos, drafting proposals, reports, and files is required. This employee should possess excellent analytical, research, public relation, organizational, and oral and written communication skills.

Problem Solving: Problem solving is a factor in this position. This employee encounters problems with zoning violations, development compliance, and citizen complaints.

Decision-Making: Decision-making is a factor in this position. This employee makes decisions about resolving zoning violations, developer's questions and citizen complaints, and performing daily duties in the most efficient manner.

Supervision: This employee works with limited supervision from the Director of Community Services, and exercises no supervision over subordinate personnel.

Financial Accountability: This employee is responsible for the care and use of department equipment and resources and does have authority to purchase necessary department equipment and supplies.

Personal Relations: Daily contact with the general public, co-workers, City Administrator, and the organization's governing body is expected.

Physical Demands: The physical demands described here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; walk; and stoop, kneel, crouch, or crawl. Specific vision abilities required by this job include close vision, color vision, depth perception, and ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: ALLYSHA WALMANN, PUBLIC AFFAIRS SPECIALIST
MEETING DATE: APRIL 28, 2016
DATE: APRIL 20, 2016

Formal Action: Approval of contract for services and scope of work between City of Spring Hill, KS and ETC Institute

Issue: A contract with ETC Institute to conduct a resident survey of City services, a business survey of city services, and an analysis of these surveys.

Background: The City of Spring Hill previously worked with ETC Institute to conduct community surveys in 2005 and 2013. The format of these surveys will be replicated in the 2016 survey for benchmarking purposes.

Analysis: Under the attached agreement, ETC Institute will complete 200 resident surveys and 25-50 business surveys by a combination of mail, phone and email. As stated in the contract, the results will have a precision of at least +/-5% at the 95% level of confidence.

Alternatives: Approve the contract with ETC Institute.

Legal Review: Completed by City Attorney.

Funding Review or Budgetary Impact: Funds to be drawn from line item 01-07-7741 (General Fund – Governing Body – Citizen Survey/Visioning Process) as reflected in the proposed 2016 budget.

Recommendation: Motion to approve the contract with ETC Institute

Attachments: Contract and 2013 surveys

Contract for Services and Scope of Work

Between ETC Institute and the City of Spring Hill, Kansas

This Contract (“Contract” or “Agreement”) is entered between ETC Institute, a Kansas corporation, (“ETC Institute”) and the City of Spring Hill, Kansas, a Kansas municipal corporation, (“City” or “City of Spring Hill”).

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a Citizen and business survey for the City of Spring Hill, Kansas. The surveys will be administered during _____ of 2016. The final reports will be completed by _____, 2016.
2. **Maximum fixed fee.** The total fee for the project is \$6,080.00. This includes \$4,300 to design and administer the survey, and \$1,780.00 to complete 25-50 business surveys.
3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - a. finalizing the methodology for administering the surveys based on input from the City
 - b. designing a resident survey instrument that is up to 15 minutes in length (6-7 pages), and a business survey up to 4-5 pages in length
 - c. selecting a random sample of households to be surveyed
 - d. setting up the database
 - e. conducting a pretest of the survey instruments
 - f. completing 200 surveys by a combination of mail, phone and e-mail (ETC Institute’s costs includes all labor, postage and printing associated with the administration of the survey). The results of a random sample of 200 completed surveys will have a precision of at least +/-5% at the 95% level of confidence.
 - g. conducting data entry and quality control review for all completed surveys
 - h. providing complete printouts of the data
 - i. conducting benchmarking analysis that shows how the results for Spring Hill compare to other cities in Kansas and Missouri and Cities across the U.S.

- j. conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services
 - k. completing a final report that will include an executive summary, charts and graphs, benchmarking analysis, importance-satisfaction analysis, tables showing the results to all questions on the survey, and a copy of the survey instrument
 - l. making an on-site presentation of the survey results to the City
4. Responsibilities for the City of Spring Hill will include the following:
 - a. approving the survey instrument
 - b. providing a cover letter for the mail version of both business and resident surveys
 - c. identifying requests for subanalysis of the data as appropriate
 - d. supplying the addresses for households and businesses in the City.

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted upon completion of tasks described in Article I, Section 3, of this agreement as follows:
 - a. Invoice #1: \$2,128.00 The first invoice will be submitted upon completion of tasks a, b, c, d, and e. The deliverable for this payment will be an approved copy of the survey instrument.
 - b. Invoice #2: \$3,040.00 The second invoice will be submitted upon completion of tasks f, g, and h. The deliverable for this invoice will be a printout that shows the overall results for 400 completed surveys.
 - c. Invoice #3: \$912.00 The third invoice will be submitted upon completion of task i, j, k, l, and m. The deliverable for this invoice will be 10 color copies of the final report, which will include benchmarking analysis, and importance-satisfaction analysis.

ARTICLE III: MISCELLANEOUS PROVISIONS

1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.

2. Termination of Contract. This agreement may be terminated by either party upon written notice for any reason or no reason at all. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been performed prior to the date of termination.
3. Rights to Use the Data. ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results for the City of Spring Hill without written approval from the City.
4. Exhibit A. **Exhibit A** attached hereto is incorporated herein by reference and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers.

City of Spring Hill, Kansas, a Kansas municipal corporation

By: _____
Steven M. Ellis, Mayor

Dated: _____, 2016

ATTEST:

By: _____
Glenda Gerrity, City Clerk

Dated: _____, 2016

APPROVED AS TO FORM:

By: _____
Frank H. Jenkins, Jr., City Attorney

Dated: _____, 2016

**ETC Institute,
a Kansas corporation**

By: _____

Dated: _____, 2016

Capacity: _____

EXHIBIT A

TO AGREEMENT BETWEEN CITY AND ETC INSTITUTE

1. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
2. **Amendment or Modification of Agreement.** Any amendment or modification of this Agreement shall be made only in writing, signed by City and ETC Institute.
3. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and ETC Institute on this subject, and as such is intended to be the exclusive statement of the promises, representations, and negotiations made in connection with the subject matter hereof.
4. **Time.** Time is of the essence of this Agreement.
5. **Waiver.** No waiver of any provision of this Agreement shall be effective unless agreed in writing by the party against whom such waiver is sought to be enforced. Waiver of any breach or default hereunder shall not constitute a waiver of any other default or breach, whether similar or otherwise.
6. **Applicable Law; Venue; Attorney Fees.** This Agreement is made in Kansas and is to be interpreted and enforced under Kansas law. Any litigation between the parties arising out of or related to this Agreement shall be brought only in the District Court of Johnson County, Kansas, and in no other court or location. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorneys' fees and expenses incurred in the litigation.
7. **Compliance With Kansas Acts Against Discrimination, and Other Discrimination Laws.** To the extent applicable, with respect to all service provided by ETC Institute under this Agreement, ETC Institute agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. ETC Institute also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. ETC Institute agrees to indemnify and hold City harmless from all claims and damages, including but not limited to attorney fees and expenses, arising from any failure by ETC Institute to comply with all such requirements of this Section 7 with respect to all services under this Agreement.

- 8. Commercial General Liability Insurance.** ETC Institute shall procure and maintain, at its sole cost and expense, throughout the duration of this Agreement, commercial general liability insurance, with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. This shall be a combined single limit of liability as respects bodily injury, personal injury, and property damage. The coverage, written on a post 1998 ISO occurrence form or equivalent, shall apply to all services furnished by ETC Institute to City. The policy shall include a severability of interest coverage and shall name City, its officers, employees, Mayor, City Council Members, volunteers, and agents as an additional insured with respect to the services to be performed by personnel furnished by ETC Institute under this Agreement. Severability of interest and naming City, its officers, employees, Mayor, City Council Members, volunteers, and agents as additional insured shall be indicated on the certificate of insurance. ETC Institute agrees to waive its right of recovery against City for all claims and suits against City that are the subject of such insurance, and the insurers issuing the insurance, through policy endorsement, shall waive their right of subrogation against the City. The certificate of insurance must reflect the waiver of subrogation endorsement. The policy, through endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by the City. The certificate of insurance must reflect that the primary and non-contributing endorsement is included as an endorsement to the policy. Prior to furnishing any services to City under this Agreement, ETC Institute shall furnish to City a certificate of insurance, acceptable to City, including a signature of the authorized representative of the participating insurer, evidencing the coverage and endorsements required in this Section 8. The certificate shall agree to provide City 10 day's prior written notice of any termination, cancellation, expiration, or material modification of the insurance coverage. The insurance shall cover both ongoing and completed operations, and the certificate shall so reflect such coverage.

- 9. Worker's Compensation Insurance.** ETC Institute shall procure and maintain, at its sole cost and expense, throughout the duration of this Agreement, worker's compensation insurance, with a minimum coverage of \$1,000,000 per accident, \$1,000,000 policy limit for disease, and \$1,000,000 for each employee for disease. Coverage shall apply to all ETC Institute employees providing services to City under this Agreement. ETC Institute agrees to waive its right of recovery against City for all claims and suits against City that are the subject of such insurance, and the insurers issuing the insurance, through policy endorsement, shall waive their right of subrogation against the City. Prior to furnishing any services to City under this Agreement, ETC Institute shall furnish to City a certificate of insurance, acceptable to City, including a signature of the authorized representative of the participating insurer, evidencing the coverage and endorsements required in this section. The certificate shall agree to provide City 10 day's prior written notice of any termination, cancellation, expiration, or material modification of the insurance coverage. If ETC Institute uses any subcontractors or independent contractors to provide services to City in performance of this Agreement, then, prior to such

subcontractors and independent contractors commencing work, labor or services, ETC Institute shall provide City the same type certificate(s) of insurance as described above, acceptable to City, showing worker's compensation coverage for the employees of such subcontractors and independent contractors.

10. Indemnity of City. ETC Institute, at its sole cost and expense, shall indemnify, hold harmless and protect the City, including its officers, employees, agents, Mayor and City Council members from and against any and all *Loss*. "*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, whether real or spurious, for injury, including death, to any person or persons or for damages to or loss of, or the loss of use of, property of any person, firm or corporation, including the parties hereto, which arises out of, or is connected with, or is claimed to arise out of or be connected with, any intentional, wanton or negligent act or omission of the ETC Institute, its agents, employees, officers, subcontractors, suppliers, or ETC Institute members. However, this hold harmless and indemnification shall not apply to the extent such "*Loss*" results from any negligent, intentional or wanton act or omission on the part of the City, its officers, agents, employees, representatives, subcontractors, suppliers, Mayor, or City Council members.

11. Notices. Notices shall be deemed duly given upon hand-delivery, or upon mailing, first class or overnight delivery charge pre-paid, or upon emailing, addressed as below indicated.

If to the City: City of Spring Hill, Kansas
 401 North Madison Street
 P.O. Box 424
 Spring Hill, KS 66083
 Attn: Glenda Gerrity, City Clerk
 Email: gerrityg@springhillks.gov

If to ETC Institute: _____

Attn: _____
Email: _____

12. Application of Kansas Tort Claims Act. The City is a governmental entity within the meaning of K.S.A. 75-6106 (Kansas Tort Claims Act). The liability for each of the acts or omissions of its officers, employees, agents, City Council members and Mayor shall be determined pursuant to the provisions of that Act. City shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to the ETC Institute or to third parties.

13. **Relationship of the Parties.** The City and ETC Institute are separate entities. Nothing in this Agreement shall be construed to create or imply an agency, participation or joint venture between the parties hereto, nor shall any City Council member, Mayor, officer, director, member, employee or agent of either party be deemed to be a City Council member, Mayor, officer, director, member, employee or agent of the other party for any purpose.
14. **Default.** If either party is in breach of this Agreement, the other party may give the breaching party a 10 day written notice of the breach. The breaching party shall have 10 days from receipt of the written notice in which to cure the breach. If the breach is not cured within 10 days after the breaching party receives notice of the breach, the party giving the notice may declare the breaching party in default. In the event of such declaration of default, the party declaring the default may exercise its remedies provided under the law.
15. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, administrators, executors, successors, and permitted assigns.



2013 City of Spring Hill Community Survey

Please take a few minutes to complete this survey. Your input is an important part of the City's ongoing effort to identify and respond to resident concerns. If you have questions, please contact Jon Roberts, at (913) 592-3664 or at info@CityofSpringhill.org

1. OVERALL SATISFACTION WITH CITY SERVICES. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the services listed below.

<i>City Services</i>	<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A. Overall quality of police services	5	4	3	2	1	9
B. Overall quality of fire, and ambulance services	5	4	3	2	1	9
C. Overall quality of City parks and recreation programs and facilities	5	4	3	2	1	9
D. Overall maintenance of City Streets, buildings and facilities	5	4	3	2	1	9
E. Overall quality of City water/sewer utilities	5	4	3	2	1	9
F. Overall enforcement of building, property, maintenance, and traffic codes/ordinances	5	4	3	2	1	9
G. Overall quality of customer service you receive from City employees	5	4	3	2	1	9
H. Overall effectiveness of City communication with the public	5	4	3	2	1	9
I. Overall effectiveness of community planning and development	5	4	3	2	1	9
J. Overall quality of the City's stormwater runoff/stormwater management system	5	4	3	2	1	9
K. Overall flow of traffic and congestion management in Spring Hill	5	4	3	2	1	9

2. Which THREE of these items do you think should receive the most emphasis from City leaders over the next TWO Years? [Write in the letters below using the letters from the list in Question 1 above.]

1st
2nd
3rd

3. Several items that may influence your perception of Spring Hill as a community are listed below. Please rate your satisfaction with each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

<i>Perception of Spring Hill:</i>	<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A. Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
B. Overall image of the City	5	4	3	2	1	9
C. How well the City is managing growth	5	4	3	2	1	9
D. How well the City is planning for future growth	5	4	3	2	1	9
E. Overall quality of life in the City	5	4	3	2	1	9
F. Overall quality of services provided by the City of Spring Hill	5	4	3	2	1	9

4. PUBLIC SAFETY. For each of the items listed, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

<i>Public Safety</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	The visibility of police in neighborhoods	5	4	3	2	1	9
B.	The visibility of police in retail areas	5	4	3	2	1	9
C.	The City's overall efforts to prevent crime	5	4	3	2	1	9
D.	Enforcement of local traffic laws	5	4	3	2	1	9
E.	How quickly local police department personnel respond to emergencies	5	4	3	2	1	9
F.	How quickly local ambulance service personnel respond to emergencies	5	4	3	2	1	9
G.	The adequacy of City emergency medical service equipment	5	4	3	2	1	9
H.	Quality of animal control	5	4	3	2	1	9

5. Which THREE of the public safety items listed above in Questions 4 do you think should receive the most emphasis from City leaders over the next TWO Years? [Write the letters below using the letters from the list in Question 4 above.]

_____ 1st
_____ 2nd
_____ 3rd

6. Please indicate how satisfied you are with the following aspects of City leadership...

<i>City Leadership</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Overall quality of leadership provided by your City elected officials	5	4	3	2	1	9
B.	Overall effectiveness of appointed boards and commissions	5	4	3	2	1	9
C.	Overall effectiveness of the City Administrator and professional staff	5	4	3	2	1	9

7. CITY COMMUNICATIONS. For each of the items listed, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

<i>City Communication</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	The availability of information about City programs and services	5	4	3	2	1	9
B.	City efforts to keep you informed about local issues	5	4	3	2	1	9
C.	The level of public involvement in local decision-making	5	4	3	2	1	9

8. MAINTENANCE. For each of the items listed, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

<i>City Maintenance</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Maintenance of City streets	5	4	3	2	1	9
B.	Maintenance of sidewalks in the City	5	4	3	2	1	9
C.	Maintenance of City traffic signals/street signs	5	4	3	2	1	9
D.	Adequacy of City street lighting	5	4	3	2	1	9
E.	Maintenance and preservation of downtown Spring Hill	5	4	3	2	1	9
F.	Maintenance of City buildings	5	4	3	2	1	9
G.	Snow removal on City streets	5	4	3	2	1	9
H.	Mowing and trimming along City streets and other public areas	5	4	3	2	1	9
I.	Overall cleanliness of City streets and other public areas	5	4	3	2	1	9
J.	Maintenance of stormwater drainage system	5	4	3	2	1	9
K.	Maintenance of the City's water/sewer system	5	4	3	2	1	9

9. Which THREE of the maintenance items listed above do you think should receive the most emphasis from City leaders over the next TWO Years? [Write the letters below using the letters from the list in Q8 above.]

_____ 1st _____ 2nd _____ 3rd

10. PARKS AND RECREATION. For each of the items listed, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

<i>Parks and Recreation</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Maintenance of City parks & park equipment	5	4	3	2	1	9
B.	The number of City parks	5	4	3	2	1	9
C.	Walking and biking trails in the City	5	4	3	2	1	9
D.	City aquatic center	5	4	3	2	1	9
E.	Athletic fields (i.e., baseball, softball, soccer, and football)	5	4	3	2	1	9
F.	The City's youth athletic programs	5	4	3	2	1	9
G.	The City's adult athletic programs	5	4	3	2	1	9
H.	Other recreation programs, such as classes, trips, and special events	5	4	3	2	1	9
I.	Tennis courts in the City	5	4	3	2	1	9
J.	Sycamore Ridge Golf Course	5	4	3	2	1	9

11. Which THREE of the parks and recreation items listed above do you think should receive the most emphasis from City leaders over the next TWO Years? [Write the letters below using the letters from list in Q10 above.]

_____ 1st _____ 2nd _____ 3rd

12. CODES AND ORDINANCES. For each of the items listed, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

<i>Codes and Ordinances</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Enforcing the clean up of litter and debris	5	4	3	2	1	9
B.	Enforcing the mowing and trimming of grass and weeds on private and public property	5	4	3	2	1	9
C.	Enforcing the maintenance of residential property	5	4	3	2	1	9
D.	Enforcing the maintenance of business property	5	4	3	2	1	9
E.	Enforcing sign regulations	5	4	3	2	1	9
F.	Overall appearance of the City	5	4	3	2	1	9

13. REASONS TO LIVE IN SPRING HILL Several reasons for deciding where to live are listed below. On a scale from 1 to 4, where 4 is "Very Important" and 1 is "Unimportant," how important was each reason in your decision to live in Spring Hill, and are your needs being met?

						<i>Are your needs being met in Spring Hill?</i>	
<i>Indicators</i>		<i>Very Important</i>	<i>Somewhat Important</i>	<i>Not sure</i>	<i>Unimportant</i>	<i>Yes</i>	<i>No</i>
						A.	Safety and security	4	3	2	1	A	B
B.	Quality of public schools	4	3	2	1	A	B
C.	Employment opportunities	4	3	2	1	A	B
D.	Types of housing	4	3	2	1	A	B
E.	Affordability of housing	4	3	2	1	A	B
F.	Access to quality shopping	4	3	2	1	A	B
G.	Availability of parks and recreation opportunities	4	3	2	1	A	B
H.	Near family or friends	4	3	2	1	A	B
I.	Availability of transportation options	4	3	2	1	A	B
J.	Proximity to the Kansas City metro area	4	3	2	1	A	B
K.	Access to restaurants - entertainment	4	3	2	1	A	B

14. Do you have access to the Internet?

- ___(1) Yes [go to q14a]
- ___(2) No [skip to q15]

14a. [If Yes] Where do you have access? (check all that apply)

- ___(1) Home
- ___(2) Work
- ___(3) Library
- ___(4) Other: _____

15. City services, such as utility bills and recreation programs, can now be paid over the Internet. Were you aware that you could pay for those services online?

- ___(1) Yes (go to Q15a.)
- ___(2) No (go to Q16)
- ___(3) Don't know (go to Q16)

15a. [If Yes] Do you currently pay for any of these services online?

- ___(1) Yes
- ___(2) No
- ___(3) Don't know

16. In which county do you live?

- ___(1) Johnson
- ___(2) Miami

17. What is your age?

- ___(1) under 25
- ___(2) 25 to 34
- ___(3) 35 to 44
- ___(4) 45 to 54
- ___(5) 55 to 64
- ___(6) 65+

18. Counting yourself, how many people regularly live in your household? _____

19. How many (counting yourself), are?

- | | | | | | |
|-------------|-----|------------|-----|------------|-----|
| Under age 5 | ___ | Ages 20-24 | ___ | Ages 55-64 | ___ |
| Ages 5-9 | ___ | Ages 25-34 | ___ | Ages 65-74 | ___ |
| Ages 10-14 | ___ | Ages 35-44 | ___ | Ages 75+ | ___ |
| Ages 15-19 | ___ | Ages 45-54 | ___ | | |

20. Would you say your total household income is:

- ___(1) Under \$30,000
- ___(2) \$30,000 to \$59,999
- ___(3) \$60,000 to \$99,999
- ___(4) \$100,000 or more

21. Your gender: ___(1) Male ___(2) Female

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed postage paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed on the sticker to the right will ONLY be used to help identify which areas of the City are having problems with City services. If your address is not correct, please provide the correct information. Thank you

2013 City of Spring Hill Business Survey

The City of Spring Hill would like your input as a business leader, about the importance and perceived quality of City Services. Would you please take a few minutes to answer questions about how well the City is meeting your company's needs? Please return your completed survey in the postage-paid envelope provided or fax your responses to ETC Institute, 913-829-1591.

1. Please rate your overall satisfaction with several City services with regard to how the services affect your business's ability to operate. Please rate each service on a scale of 1 to 5 where "5" means "Very Satisfied" and "1" means "Very Dissatisfied." (circle your response)

City Services		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Police Services	5	4	3	2	1	9
B.	Ambulance Services	5	4	3	2	1	9
C.	Fire Services	5	4	3	2	1	9
E.	Street maintenance						
F.	City's storm water runoff/stormwater management system	5	4	3	2	1	9
G.	City planning and development	5	4	3	2	1	9
H.	Cleanliness of public areas	5	4	3	2	1	9

2. Which **THREE** City services listed above are most important to your business? [Use the letters from the list in Question 1 above].

1st: _____ 2nd: _____ 3rd: _____

3. How would you rate the physical appearance of the area where your business is located?

____(1) Excellent ____ (4) Poor
 ____ (2) Good ____ (9) Don't know
 ____ (3) Average

4. How satisfied are you with the City's efforts to improve the physical appearance of the City?

____(1) Very satisfied ____ (3) Neutral ____ (5) Very dissatisfied
 ____ (2) Satisfied ____ (4) Dissatisfied ____ (9) Don't know

5. Do you think that the City of Spring Hill is a "Business Friendly" community?

____(1) Yes ____ (2) No ____ (3) Don't know

5a. If NO: Why not? _____

6. Using a scale from 1 to 5 where 5 is “Extremely Important” and 1 is “Not Important”, please indicate how important each of the following reasons were in your decision to locate your business in Spring Hill?

<i>Issues that affect your decision To locate your business in Spring Hill:</i>		<i>Extremely Important</i>	<i>Very Important</i>	<i>Important</i>	<i>Less Important</i>	<i>Not Important</i>
A.	Overall image of the City	5	4	3	2	1
B.	Quality of local schools	5	4	3	2	1
C.	Low crime rate	5	4	3	2	1
D.	Availability of trained employees	5	4	3	2	1
E.	Level of taxation	5	4	3	2	1
F.	Access to highways	5	4	3	2	1
G.	Availability of quality housing and other amenities for senior managers	5	4	3	2	1
H.	Proximity of businesses that are important to your business	5	4	3	2	1
I.	Availability of public transportation	5	4	3	2	1
J.	Availability of libraries, arts and cultural amenities	5	4	3	2	1
K.	Attitude of local government toward business	5	4	3	2	1
L.	Availability of telecommunications, utilities and other infrastructure	5	4	3	2	1
M.	Availability of parks, trails and open spaces	5	4	3	2	1

7. Which **THREE** of these reasons listed above will have the most impact on your decision to stay in the City of Spring Hill for the next 10 years? [Use the letters from the list in Question 6 above].

1st.:____ 2nd.:____ 3rd.:____

8. In the next 12 months, is your business considering any of the following? (check all that apply)

- | | |
|--|-----------------------|
| ____(1) Expanding your business in Spring Hill | ____(4) Downsizing |
| ____(2) Relocating to another location in Spring Hill | ____(5) Closing |
| ____(3) Relocating to another location outside Spring Hill | ____(6) Don't know |
| | ____(7) None of these |

9. Please rate the labor pool in the City of Spring Hill in the following areas:

<i>How would you rate The City of Spring Hill:</i>		<i>Excellent</i>	<i>Good</i>	<i>Neutral</i>	<i>Below Average</i>	<i>Poor</i>	<i>Don't Know</i>
A.	Quality of labor	5	4	3	2	1	9
B.	Availability of labor	5	4	3	2	1	9
C.	Stability of City's labor force	5	4	3	2	1	9
D.	Attitude of employees	5	4	3	2	1	9
E.	Productivity of the workforce	5	4	3	2	1	9
F.	Work Ethic	5	4	3	2	1	9
G.	Quality of technical skills	5	4	3	2	1	9
H.	Presence of substance abuse	5	4	3	2	1	9

10. Please indicate whether your business had any contact with any unit of Spring Hill City government during the past year related to the following issues.

Have you had this type of contact with the City, and if “yes”, how would you rate your experience?		<u>Excellent</u>	<u>Good</u>	<u>Average</u>	<u>Below Average</u>	<u>Poor</u>	<u>Don't Know</u>
(A)	<input type="checkbox"/> Yes <input type="checkbox"/> No	ZONING.....5	.....4	.....3	.....2	.....1	.....9
(B)	<input type="checkbox"/> Yes <input type="checkbox"/> No	PRE-OCCUPANCY/ SAFETY INSPECTIONS.5	.....4	.....3	.....2	.....1	.....9
(C)	<input type="checkbox"/> Yes <input type="checkbox"/> No	CONSTRUCTION/ BUILDING PERMITS INSPECTIONS.....5	.....4	.....3	.....2	.....1	.....9
(D)	<input type="checkbox"/> Yes <input type="checkbox"/> No	FIRE INSPECTIONS.....5	.....4	.....3	.....2	.....1	.....9
(E)	<input type="checkbox"/> Yes <input type="checkbox"/> No	CODE ENFORCEMENT.....5	.....4	.....3	.....2	.....1	.....9
(F)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other.....5	.....4	.....3	.....2	.....1	.....9

11. Please rate your satisfaction on a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” with the following aspects of COMMUNICATION provided by the City of Spring Hill:

<i>City Communication</i>	<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A. The availability of information about City programs and services	5	4	3	2	1	9
B. City efforts to keep you informed about local issues	5	4	3	2	1	9
C. The overall user-friendliness of the City’s web page (www.springhillks.com)	5	4	3	2	1	9
D. The content of the City’s newsletter	5	4	3	2	1	9
E. Information provided through the City’s social media sites (blog, Facebook, Twitter, Nixle etc.)	5	4	3	2	1	9

12. City Communication: What are your primary sources for information about City activities and services?

- | | |
|--|--|
| <input type="checkbox"/> (1) City newsletter | <input type="checkbox"/> (5) Word of mouth |
| <input type="checkbox"/> (2) City website | <input type="checkbox"/> (6) Newspaper |
| <input type="checkbox"/> (3) Twitter | <input type="checkbox"/> (7) Other _____ |
| <input type="checkbox"/> (4) Facebook | |

13. Which THREE of the above methods of communication do you prefer? [Use the numbers from the list in Question 12 above].

1st: _____ 2nd: _____ 3rd: _____

14. Do you use any of the following social network sites? (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> (1) Twitter | <input type="checkbox"/> (6) Nixle |
| <input type="checkbox"/> (2) Facebook | <input type="checkbox"/> (7) FourSquare |
| <input type="checkbox"/> (3) YouTube | <input type="checkbox"/> (8) Other _____ |
| <input type="checkbox"/> (4) Pinterest | |

22. **Approximately what percentage of your customer base is represented by the following groups?** (total should add to 100%)

- _____ % Customers from the City of Spring Hill
- _____ % Customers from Johnson County and Miami County
- _____ % Other Kansas customers
- _____ % Other US/Overseas

100% TOTAL

23. **Is your business a member of the Spring Hill Chamber of Commerce?**

____(1) Yes (go to Q23a) ____ (2) No (go to Q24)

23a. IF YES: Are you satisfied with the....

- (A) **Lunch Programs?** ____ (1) Yes ____ (2) No ____ (3) Don't know
- (B) **Networking Opportunities?** ____ (1) Yes ____ (2) No ____ (3) Don't know
- (C) **Ability to promote your business in the community?** ____ (1) Yes ____ (2) No ____ (3) Don't know

24. **If you are not currently a member of the Chamber, are you planning to become a member?**

____ (1) Yes ____ (2) No ____ (3) Don't know

25. **Approximately how many years has your business been operating in the City of Spring Hill?**

_____ years

26. **How would you best describe your business? Are you a manufacturer, wholesaler, etc.?** [check the most appropriate category; if you don't see a description that matches, write a description in "other"]

- | | |
|--|--|
| ____(01) Manufacturing | ____(08) Finance/insurance/real estate |
| ____(02) Agriculture/forestry | ____(09) Wholesaler/distributor |
| ____(03) Retail trade (<u>not</u> food service) | ____(10) Construction |
| ____(04) Retail food service | ____(11) Health care/medical/social services |
| ____(05) Transportation/warehousing | ____(12) Arts, entertainment, recreation |
| ____(06) Communications | ____(13) Professional services (law, consulting, architecture, engineers, etc) |
| ____(07) Utilities | ____(14) Other: _____ |

27. **Does your business have occasion to use hotel and/or conference center services?**

____(1) Yes ____ (2) No

27a. IF YES: Would you utilize these services if they were available within the City of Spring Hill?

____(1) Yes ____ (2) No

If you would be interested in participating in future discussions regarding business and economic development in the City of Spring Hill, please provide the following information:

Your Name: _____ Title: _____

Organization: _____

Street Address: _____

City: _____ State: _____ Phone: _____

E-mail: _____

THIS CONCLUDES THE SURVEY - THANK YOU FOR YOUR TIME!

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: APRIL 28, 2016
DATE: APRIL 21, 2016

Consent Action Item: Contract with Collection Bureau of Kansas - Addendum

Background: The City currently uses the State Setoff program and the Collection Bureau of Kansas (CBK) to collect outstanding accounts for utilities and court debt. The purpose of using both programs are their independent efficiencies. The Setoff program collects annually from income tax returns and the CBK collects based on last known information available throughout the year.

Analysis: The proposed addendum to the existing contract with Collection Bureau of Kansas will allow CBK access to the city's account with the State setoff program. CBK will use this link to create a download/export program to decrease the existing need for duplicate entry into both programs for each new debt, payment, alteration to balance due, etc. The State of Kansas will require permission from the city to add CBK access to our account which necessitated an addendum to our existing agreement with CBK.

Legal Review: Mr. Jenkins, City Attorney, reviewed the proposed amendment and Collection Bureau of Kansas has approved the proposed amendment.

Alternatives:

1. Approve the agreement addendum with Collection Bureau of Kansas.
2. Deny the agreement addendum with Collection Bureau of Kansas.
3. Table the agreement addendum with Collection Bureau of Kansas.

Funding Review or Budgetary Impact: Outlined in the addendum are changes to fee structure including no addition charge for managing the collection effort through the state debt setoff program and 100% of the principal collected.

Recommendation: Staff recommends approval of the agreement addendum with the Collection Bureau of Kansas.

Attachments:

- 1) Agreement addendum with Collection Bureau of Kansas

Addendum to City of Spring Hill Contract

This Addendum entered on this ____ day of _____, 2016 by and between the City of Spring Hill a City in the state of Kansas, hereinafter referred to as "City" and Collection Bureau of Kansas, Inc., hereinafter referred to as "Contractor".

Whereas, the parties hereto have previously entered into a contract to provide Collection Services for the City, Contractor is prepared to offer services to the City for State Set Off. Contractor asks the City to appoint them as a User for the City with State Set Off. Contractor will then complete an import/export process allowing them to forward all accounts given them by City to Set Off.

Compensation:

Contractor agrees to pay City 100% of the principle paid by debt setoff (when applicable). Agency will not charge a fee on the principle collected for any debt setoff payment. All Debt setoff payments will post to principle first, then fees, then interest. Any partial payments to cases made by Debt Setoff will be handled as a no-fee payment, the rest of the balance collected by Contractor shall have the normal fee assessed as per original contract.

This Addendum may be signed and returned to us by fax, email or electronic signature, which will be deemed to be an original signature. This Addendum may be executed in counterparts, each of which shall be deemed to be an original, and all of which be deemed to constitute one and the same instrument.

In Witness Whereof the parties have executed this Addendum as of the date first above written.

City of Spring Hill _____ Date _____

Collection Bureau of Kansas, Inc. *Jony Colob* _____ Date 4-21-16

Attest _____ Date _____

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2016-04-28 PRESENTED: April 28, 2016

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

Section 1:

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

Accounts Payable:	\$145,897.62
Payroll:	\$61,039.16
	\$206,936.78

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<hr/>
	\$0.00

Total amount of the Appropriation Order: \$206,936.78

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1200	3/22/2016	5 STAR PUMP & CONTROL EQUIPMENT MAINTENANCE	25-15-7670	\$ 3,450.00	77944	4/21/2016
1201	3/25/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 1,075.00	77944	4/21/2016
1202	3/27/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 2,250.00	77944	4/21/2016

		5 STAR PUMP & CONTROL		\$ 6,775.00		
		AETNA				
PR20160408	4/8/2016	AETNA-457 PLAN	01-00-2035	\$ 257.50	1283268	4/15/2016 E
PR20160408	4/8/2016	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283268	4/15/2016 E
PR20160408	4/8/2016	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283268	4/15/2016 E

		AETNA		\$ 327.50		
		AGC FLAT GLASS				
161304	4/13/2016	WATER TOWER PAYMENT	20-14-9310	\$ 65,000.00	77945	4/21/2016

		AGC FLAT GLASS		\$ 65,000.00		
		ALAMAR UNIFORMS				
508216	3/14/2016	UNIFORMS	01-05-7680	\$ 129.98	216127	4/11/2016

		ALAMAR UNIFORMS		\$ 129.98		
		ALICIA NEHRING				
2477	3/19/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77946	4/21/2016

		ALICIA NEHRING		\$ 75.00		
		ATRONIC ALARMS, INC				
145929	3/24/2016	PROFESSIONAL SERVICES	01-17-7740	\$ 19.50	216128	4/11/2016

		ATRONIC ALARMS, INC		\$ 19.50		
		B & B CLOTHING				
546642	3/16/2016	PERSONAL PROTECTION EQUI	01-02-6370	\$ 13.99	216129	4/11/2016

		B & B CLOTHING		\$ 13.99		
		BRENDA KILBEY				
2539	3/25/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77947	4/21/2016

		BRENDA KILBEY		\$ 75.00		
		CARTER WATERS CONSTRUCTIO				
35081045	4/1/2016	STREET MATERIALS	10-02-6330	\$ 140.28	77948	4/21/2016

		CARTER WATERS CONSTRUCTI		\$ 140.28		
		CINTAS FIRST AID & SAFETY				
5004713593	3/29/2016	FIRST AID SUPPLIES	20-14-6090	\$ 52.08	77949	4/21/2016
5004713593	3/29/2016	FIRST AID SUPPLIES	25-15-6090	\$ 52.08	77949	4/21/2016
5004713593	3/29/2016	FIRST AID SUPPLIES	01-02-6090	\$ 56.65	77949	4/21/2016

		CINTAS FIRST AID & SAFET		\$ 160.81		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		CITY OF SPRING HILL				
162104	4/21/2016	PUBLIC WORKS	01-02-7628	\$ 106.49	77950	4/21/2016
162104	4/21/2016	COMMUNITY BUILDING	01-04-7628	\$ 94.48	77950	4/21/2016
162104	4/21/2016	CITY HALL	01-17-7628	\$ 188.96	77950	4/21/2016
162104	4/21/2016	PARKS	20-14-7628	\$ 58.44	77950	4/21/2016
162104	4/21/2016	POLICE DEPT	01-05-7628	\$ 82.46	77950	4/21/2016
162104	4/21/2016	AQUATIC CENTER	01-12-7628	\$ 139.25	77950	4/21/2016

		CITY OF SPRING HILL		\$ 670.08		
		CMI				
320683	3/2/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 8.50	216130	4/11/2016
320931	3/11/2016	SIGNS	10-02-6310	\$ 28.89	216130	4/11/2016

		CMI		\$ 37.39		
		COLEMAN EQUIPMENT INC.				
13873	2/26/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 732.61	216131	4/11/2016

		COLEMAN EQUIPMENT INC.		\$ 732.61		
		COMFORT DESIGNS HEATING				
1654786194	4/11/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 86.67	77951	4/21/2016

		COMFORT DESIGNS HEATING		\$ 86.67		
		CUMMINS CENTRAL POWER, LL				
004-72597	3/23/2016	GENERATOR MAINTENANCE SE	01-17-7740	\$ 224.00	77952	4/21/2016
004-72599	3/23/2016	EQUIPMENT MAINTNENANCE	25-15-7670	\$ 507.25	77952	4/21/2016
004-72601	3/23/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 805.96	77952	4/21/2016
004-72603	3/23/2016	EQUIPMENT MAINTENANCE	20-14-7670	\$ 327.68	77952	4/21/2016

		CUMMINS CENTRAL POWER, L		\$ 1,864.89		
		DIVISION OF NARVA ENTERPRISE	S			
18579	3/28/2016	BUILDING MAINTENANCE	01-17-6160	\$ 260.00	77953	4/21/2016

		DIVISION OF NARVA ENTERP		\$ 260.00		
		DONALD SNYDER				
2472	2/7/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77954	4/21/2016

		DONALD SNYDER		\$ 75.00		
		DOROTHY BENEDICT				
2427	3/19/2016	DEPOSIT REFUND	01-00-2050	\$ 50.00	77955	4/21/2016

		DOROTHY BENEDICT		\$ 50.00		
		EDWARDS CHEMICALS, INC.				
32639	3/16/2016	COMMUNITY FISHERY ASSIST	11-03-6340	\$ 509.75	77956	4/21/2016

		EDWARDS CHEMICALS, INC.		\$ 509.75		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
0026783-IN	2/15/2016	ENVIRO-LINE COMPANY, INC. EQUIPMENT MAINTENANCE	25-15-7670	\$ 2,975.00	216132	4/11/2016
		ENVIRO-LINE COMPANY, INC		\$ 2,975.00		
143233	3/30/2016	FARMERS UNION CO-OPERATIV SEED/SOD	01-02-6350	\$ 18.20	77957	4/21/2016
		FARMERS UNION CO-OPERATI		\$ 18.20		
7796	2/16/2016	FLAPPAN CONSULTING, INC. CITY HALL PROJECT	31-31-8500	\$ 1,200.00	77958	4/21/2016
		FLAPPAN CONSULTING, INC.		\$ 1,200.00		
302032-PA	3/30/2016	GERKEN RENT-ALL PORTABLE RESTROOM	01-03-7240	\$ 110.00	77959	4/21/2016
302033-PA	3/30/2016	PORTABLE RESTROOM	01-03-7240	\$ 110.00	77959	4/21/2016
		GERKEN RENT-ALL		\$ 220.00		
615300	4/11/2016	GRASS PAD, INC. TREES & SHRUBS	01-03-7220	\$ 44.28	77960	4/21/2016
615316	4/14/2016	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 866.65	77960	4/21/2016
		GRASS PAD, INC.		\$ 910.93		
PR20160408	4/8/2016	H KENT HOLLINS Garnishment	01-00-2040	\$ 178.74	77943	4/15/2016
		H KENT HOLLINS		\$ 178.74		
51168	3/22/2016	H.E.R.S. INC EQUIPMENT MAINTENANCE	01-03-7670	\$ 35.74	77961	4/21/2016
		H.E.R.S. INC		\$ 35.74		
PR20160408	4/8/2016	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 19,196.98	1283267	4/15/2016 E
PR20160408	4/8/2016	FED/FICA TAX	20-00-2020	\$ 1,193.00	1283267	4/15/2016 E
PR20160408	4/8/2016	FED/FICA TAX	25-00-2020	\$ 1,489.07	1283267	4/15/2016 E
		INTERNAL REVENUE SERVICE		\$ 21,879.05		
2369	7/28/2016	JAIMIE MORRISON RENTAL DEPOSITS	01-00-2050	\$ 75.00	77962	4/21/2016
		JAIMIE MORRISON		\$ 75.00		
2567	4/1/2016	JENNIFER LEATON DEPOSIT REFUND	01-00-2050	\$ 75.00	77963	4/21/2016
		JENNIFER LEATON		\$ 75.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
3903	4/4/2016	JOHNSON COUNTY SHERIFF'S PRISONER BOARDING	01-06-7120	\$ 2,660.00	77964	4/21/2016
		JOHNSON COUNTY SHERIFF'S		\$ 2,660.00		
6030464	3/31/2016	KANSAS ONE-CALL CONTRACTUAL SERVICES	20-14-7740	\$ 12.50	77965	4/21/2016
6030464	3/31/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 12.50	77965	4/21/2016
6030464	3/31/2016	CONTRACTUAL SERVICES	01-02-7740	\$ 12.50	77965	4/21/2016
		KANSAS ONE-CALL		\$ 37.50		
PR20160408	4/8/2016	KANSAS PAYMENT CNTR CHILD SUPPORT 1	01-00-2040	\$ 158.31	77942	4/15/2016
		KANSAS PAYMENT CNTR		\$ 158.31		
2554	3/27/2016	KIM GLASS RENTAL DEPOSIT	01-00-2050	\$ 75.00	77966	4/21/2016
		KIM GLASS		\$ 75.00		
103566	3/22/2016	KINCAID READY MIX DRAINAGE PIPE	10-02-6320	\$ 1,242.00	77967	4/21/2016
		KINCAID READY MIX		\$ 1,242.00		
PR20160408	4/8/2016	KP&F KP&F	01-00-2030	\$ 6,993.21	1283269	4/15/2016 E
		KP&F		\$ 6,993.21		
PR20160408	4/8/2016	KPERS KPERS TIER 1	01-00-2030	\$ 3,936.50	1283266	4/15/2016 E
PR20160408	4/8/2016	KPERS TIER 1	20-00-2030	\$ 538.32	1283266	4/15/2016 E
PR20160408	4/8/2016	KPERS TIER 1	25-00-2030	\$ 389.77	1283266	4/15/2016 E
PR20160408	4/8/2016	KPERS post 7/09	01-00-2030	\$ 2,749.00	1283266	4/15/2016 E
PR20160408	4/8/2016	KPERS post 7/09	25-00-2030	\$ 615.33	1283266	4/15/2016 E
PR20160408	4/8/2016	KPERS TIER 3	01-00-2030	\$ 573.34	1283266	4/15/2016 E
PR20160408	4/8/2016	KPERS D&D	25-00-2030	\$ 6.42	1283266	4/15/2016 E
		KPERS		\$ 8,808.68		
162245	1/28/2016	KS CORRECTIONAL INDUSTRIE POLICE-MISCELLANEOUS	01-05-6090	\$ 440.16	77968	4/21/2016
		KS CORRECTIONAL INDUSTRIE		\$ 440.16		
PR20160408	4/8/2016	KS WITHHOLDING TAX STATE TAX	01-00-2020	\$ 2,556.77	1283265	4/15/2016 E
PR20160408	4/8/2016	STATE TAX	20-00-2020	\$ 166.45	1283265	4/15/2016 E
PR20160408	4/8/2016	STATE TAX	25-00-2020	\$ 175.67	1283265	4/15/2016 E
		KS WITHHOLDING TAX		\$ 2,898.89		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
16003916	3/31/2016	LAWRENCE HUMANE SOCIETY KENNEL CHARGES	01-18-7110	\$ 160.00	77969	4/21/2016
		LAWRENCE HUMANE SOCIETY		----- \$ 160.00		
376530	3/10/2016	LINEAGE POSTAGE METER	01-09-6020	\$ 262.61	77970	4/21/2016
		LINEAGE		----- \$ 262.61		
2502	3/26/2016	LISA THOMPSON DEPOSIT REFUND	01-00-2050	\$ 75.00	77971	4/21/2016
		LISA THOMPSON		----- \$ 75.00		
K86669	3/22/2016	LOGAN CONTRACTORS SUPPLY, HAND EQUIPMENT AND TOOLS	01-02-6360	\$ 184.91	77972	4/21/2016
R49601	3/3/2016	EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 82.50	77972	4/21/2016
R50103	3/22/2016	EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 82.50	77972	4/21/2016
R50643	4/6/2016	EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 44.00	77972	4/21/2016
		LOGAN CONTRACTORS SUPPLY		----- \$ 393.91		
31151	3/30/2016	LOK-PRO POOL BUILDING MAINTENANC	01-12-6160	\$ 125.00	77973	4/21/2016
		LOK-PRO		----- \$ 125.00		
SC04160421	4/30/2016	MAJESTIC FRANCHSING CLEANING SERVICES	01-13-7610	\$ 995.00	216133	4/11/2016
		MAJESTIC FRANCHSING		----- \$ 995.00		
1120	4/5/2016	MANNING ELECTRIC POOL BUILDING MAINTENANC	01-12-6160	\$ 590.00	77974	4/21/2016
		MANNING ELECTRIC		----- \$ 590.00		
1612	4/7/2016	MIAMI COUNTY, KANSAS MISCELLANEOUS EXPENSES	01-10-6090	\$ 500.00	77975	4/21/2016
		MIAMI COUNTY, KANSAS		----- \$ 500.00		
55197	4/5/2016	MID-STATES MATERIALS, LLC STREET MATERIALS	10-02-6330	\$ 611.77	77976	4/21/2016
		MID-STATES MATERIALS, LL		----- \$ 611.77		
313662	3/29/2016	NAPA SPRING HILL, LLC EQUIPMENT MAINTENANCE	01-03-7670	\$ 64.52	77977	4/21/2016
313777	3/31/2016	NAPA SPRING HILL, LLC EQUIPMENT MAINTENANCE	01-02-7670	\$ 10.16	77977	4/21/2016
		NAPA SPRING HILL, LLC		----- \$ 74.68		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
2446	3/15/2016	NATALIE LAZENBY DEPOSIT REFUND	01-00-2050	\$ 75.00	77978	4/21/2016
		NATALIE LAZENBY		\$ 75.00		
IN-178161	3/11/2016	NATIONAL SIGN COMPANY INC SIGNS	10-02-6310	\$ 109.50	216134	4/11/2016
		NATIONAL SIGN COMPANY IN		\$ 109.50		
83757001	9/10/2015	NAVRAT'S OFFICE PRODUCTS OFFCIE SUPPLIES	01-09-6110	\$ 197.76	77979	4/21/2016
95104001	3/2/2016	OFFICE SUPPLIES	01-09-6110	\$ 275.00	77979	4/21/2016
		NAVRAT'S OFFICE PRODUCTS		\$ 472.76		
312887	3/23/2016	NIFFIE PRINTING INSPECTION FORMS	01-16-6120	\$ 378.55	216135	4/11/2016
		NIFFIE PRINTING		\$ 378.55		
152907	7/29/2015	OCCUPTIONAL HEALTH CENTER INSURANCE	01-02-7130	\$ 163.23	77980	4/21/2016
		OCCUPTIONAL HEALTH CENTE		\$ 163.23		
942392	3/24/2016	OFFICE MAX OFFICE SUPPLIES	01-09-6110	\$ 51.58	216136	4/11/2016
944107	3/24/2016	OFFICE SUPPLIES	01-09-6110	\$ 28.38	216136	4/11/2016
		OFFICE MAX		\$ 79.96		
108969 02	3/15/2016	OLATHE WINWATER WORKS EQUIPMENT	20-14-6360	\$ 50.00	77981	4/21/2016
108969 02	3/15/2016	METER/SUPPLIES	20-14-6320	\$ 462.00	77981	4/21/2016
109188 00	3/15/2016	METERS/SUPPLIES	20-14-6320	\$ 580.00	77981	4/21/2016
109681 00	3/18/2016	DRAINAGE PIPE	10-02-6320	\$ 227.52	77981	4/21/2016
109744 00	3/15/2016	EQUIPMENT	20-14-6360	\$ 10.00	77981	4/21/2016
		OLATHE WINWATER WORKS		\$ 1,329.52		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		PACE ANALYTICAL SERVICES,				
1660001015	3/25/2016	LAB ANALYSIS	25-15-7250	\$ 54.00	77983	4/21/2016
1660001016	3/25/2016	LAB ANALYSIS	25-15-7250	\$ 54.00	77983	4/21/2016
1660001073	3/28/2016	LAB ANALYSIS	25-15-7250	\$ 490.00	77983	4/21/2016
1660001137	3/28/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001138	3/28/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001139	3/28/2016	LAB ANALYSIS	25-15-7250	\$ 54.00	77983	4/21/2016
1660001161	3/29/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001162	3/29/2016	LAB ANALYSIS	25-15-7250	\$ 54.00	77983	4/21/2016
1660001163	3/29/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001164	3/29/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001165	3/29/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001301	3/30/2016	LAB ANALYSIS	25-15-7250	\$ 105.00	77983	4/21/2016
1660001302	3/30/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001400	3/31/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001401	3/31/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001402	3/31/2016	LAB ANALYSIS	25-15-7250	\$ 108.00	77983	4/21/2016
1660001648	4/5/2016	LAB ANALYSIS	25-15-7250	\$ 248.00	77983	4/21/2016

		PACE ANALYTICAL SERVICES		\$ 2,139.00		
		PAM BRUNNER				
2565	4/9/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77984	4/21/2016

		PAM BRUNNER		\$ 75.00		
		PETTY CASH				
160204	4/2/2016	POSTAGE	01-08-6020	\$ 22.95	77985	4/21/2016
160204	4/2/2016	POOL SUPPLIES	01-02-7640	\$ 13.33	77985	4/21/2016
160204	4/2/2016	OFFICE SUPPLIES	01-01-6110	\$ 5.76	77985	4/21/2016
160204	4/2/2016	VEHICLE MAINTENANCE	01-16-6150	\$ 5.00	77985	4/21/2016
160204	4/2/2016	SPECIAL EVENTS	01-12-7290	\$ 30.00	77985	4/21/2016
160204	4/2/2016	SPECIAL EVENTS	01-12-7290	\$ 14.00	77985	4/21/2016

		PETTY CASH		\$ 91.04		
		PRO'S CHOICE CONCRETE PRODUC	TS			
1145	3/27/2016	STREET MATERIALS	10-02-6330	\$ 606.00	77986	4/21/2016

		PRO'S CHOICE CONCRETE PR		\$ 606.00		
		QUILL				
4550124	3/29/2016	OFFICE SUPPLIES	01-05-6110	\$ 113.23	77987	4/21/2016

		QUILL		\$ 113.23		
		SCHWAAB, INC.				
A040951	3/22/2016	OFFICE SUPPLIES	01-05-6110	\$ 34.00	77988	4/21/2016
A041027	3/23/2016	OFFICE SUPPLIES	01-05-6110	\$ 46.25	77988	4/21/2016

		SCHWAAB, INC.		\$ 80.25		
		SIMPLIFILE				
161603	3/16/2016	DOCUMENT RECORDING FEES	01-00-2400	\$ 1,000.00	216137	4/11/2016

		SIMPLIFILE		\$ 1,000.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		TG TECHNICAL SERVICES				
11389	3/16/2016	EQUIPMENT MAINTENANCE	20-14-7670	\$ 122.53	77989	4/21/2016
11451	3/29/2016	EQUIPMENT MAINTENANCE	20-14-7670	\$ 71.26	77989	4/21/2016
11451	3/29/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 71.27	77989	4/21/2016
		TG TECHNICAL SERVICES				

		TG TECHNICAL SERVICES		\$ 265.06		
		TRENARY'S TREE CARE				
6960	3/31/2016	TREE REMOVAL AND GRIND S	31-31-8500	\$ 500.00	77990	4/21/2016
		TRENARY'S TREE CARE				

		TRENARY'S TREE CARE		\$ 500.00		
		VALIDITY SCREENING				
129066	3/1/2016	CONTRACTUAL SERVICES	20-14-7740	\$ 53.10	216138	4/11/2016
		VALIDITY SCREENING				

		VALIDITY SCREENING		\$ 53.10		
		VISA 0001				
20160401	4/11/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283270	4/11/2016 E
20160401	4/11/2016	UNIFORMS	01-05-7680	\$ 129.98	1283270	4/11/2016 E
20160401	4/11/2016	K9 SUPPLIES	01-05-6315	\$ 75.00	1283270	4/11/2016 E
20160401	4/11/2016	K9 SUPPLIES	01-05-6315	\$ 241.97	1283270	4/11/2016 E
		VISA 0001				

		VISA 0001		\$ 467.92		
		VISA 0035				
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 5.41	1283272	4/11/2016 E
20160401	4/11/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 439.00	1283272	4/11/2016 E
20160401	4/11/2016	UNIFORMS	01-05-7680	\$ 33.05	1283272	4/11/2016 E
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 6.24	1283272	4/11/2016 E
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 10.89	1283272	4/11/2016 E
20160401	4/11/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 44.35	1283272	4/11/2016 E
20160401	4/11/2016	MEMBERSHIP DUES	01-05-7630	\$ 50.00	1283272	4/11/2016 E
20160401	4/11/2016	OFFICE SUPPLIES	01-05-6110	\$ 22.90	1283272	4/11/2016 E
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 3.01	1283272	4/11/2016 E
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 1.86	1283272	4/11/2016 E
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 4.14	1283272	4/11/2016 E
20160401	4/11/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 722.15	1283272	4/11/2016 E
20160401	4/11/2016	WEAPONS/AMMUNITION	01-05-6310	\$ 127.54	1283272	4/11/2016 E
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 3.82	1283272	4/11/2016 E
20160401	4/11/2016	OFFICE SUPPLIES	01-05-6110	\$ 30.34	1283272	4/11/2016 E
20160401	4/11/2016	MEMBERSHIP	01-05-7630	\$ 150.00	1283272	4/11/2016 E
20160401	4/11/2016	POSTAGE	01-05-6020	\$ 17.85	1283272	4/11/2016 E
		VISA 0035				

		VISA 0035		\$ 1,672.55		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		VISA 0045				
160104	4/1/2016	TREE TRAINING-COOK & BRO	01-03-7640	\$ 100.00	1283262	4/11/2016 E
160104	4/1/2016	APWA TRAINING- FORD	01-03-7640	\$ 250.00	1283262	4/11/2016 E
160104	4/1/2016	DAFODILL DAYS FLOWER POT	01-03-8530	\$ 385.96	1283262	4/11/2016 E
160104	4/1/2016	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 10.00	1283262	4/11/2016 E
160104	4/1/2016	FAUCET BASIN RETAINER WA	01-12-6160	\$ 51.36	1283262	4/11/2016 E
160104	4/1/2016	REPLACE SHOWER CURTAINS	01-12-6160	\$ 222.68	1283262	4/11/2016 E
160104	4/1/2016	REPAIR #114	01-03-7670	\$ 375.16	1283262	4/11/2016 E
160104	4/1/2016	MIST SYSTEM SHAC ADA RAM	01-12-8110	\$ 278.00	1283262	4/11/2016 E
160104	4/1/2016	TOILET & URINAL STOP CAP	01-12-6160	\$ 107.10	1283262	4/11/2016 E
160104	4/1/2016	HOSE COVERS-MIST SYSTEM	01-12-6160	\$ 232.00	1283262	4/11/2016 E

		VISA 0045		\$ 2,815.26		
		VISA 0050				
160104	4/1/2016	JANITORIAL SUPPLIES	01-17-7610	\$ 7.97	1283263	4/11/2016 E
160104	4/1/2016	WATER FOR PW	01-13-6090	\$ 6.99	1283263	4/11/2016 E
160104	4/1/2016	WATER FOR WWTP	20-14-6090	\$ 6.99	1283263	4/11/2016 E
160104	4/1/2016	VACUUM BAGS-COMMUNITY CE	01-04-7610	\$ 13.25	1283263	4/11/2016 E
160104	4/1/2016	WATER FOR WWTP	20-14-6090	\$ 3.50	1283263	4/11/2016 E
160104	4/1/2016	WATER FOR WWTP	25-15-6090	\$ 3.49	1283263	4/11/2016 E
160104	4/1/2016	MISCELLANEOUS	01-17-6090	\$ 6.99	1283263	4/11/2016 E
160104	4/1/2016	BATTERY BACKUP FOR SCADA	20-14-6130	\$ 49.90	1283263	4/11/2016 E
160104	4/1/2016	KEYS FOR PW OFFICES	01-13-6090	\$ 15.60	1283263	4/11/2016 E
160104	4/1/2016	PW GUTTER SEALANT	01-02-6160	\$ 13.56	1283263	4/11/2016 E
160104	4/1/2016	MISCELLANEOUS	01-17-6090	\$ 6.99	1283263	4/11/2016 E
160104	4/1/2016	JANITORIAL SUPPLIES	01-17-7610	\$ 51.27	1283263	4/11/2016 E
160104	4/1/2016	MISCELLANEOUS	01-17-6090	\$ 6.99	1283263	4/11/2016 E
160104	4/1/2016	WATER FOR WWTP	20-14-6090	\$ 6.99	1283263	4/11/2016 E
160104	4/1/2016	LOCKS FOR WWTP	20-14-7670	\$ 291.48	1283263	4/11/2016 E
160104	4/1/2016	KEYS FOR CIVIC CENTER	01-17-6160	\$ 30.60	1283263	4/11/2016 E
160104	4/1/2016	DUCK TAPE & DIAMOND BLAD	01-02-6360	\$ 46.42	1283263	4/11/2016 E

		VISA 0050		\$ 568.98		
		VISA 0068				
160104	4/1/2016	ADMINISTRATIVE SUPPLIES	25-15-6110	\$ 21.23	1283261	4/11/2016 E
160104	4/1/2016	ADMINISTRATIVE SUPPLIES	20-14-6110	\$ 21.23	1283261	4/11/2016 E
160104	4/1/2016	HAND TOOLS & EQUIPMENT	25-15-6360	\$ 30.91	1283261	4/11/2016 E
160104	4/1/2016	BEARING FOR BELT FILTER	25-15-7670	\$ 21.51	1283261	4/11/2016 E
160104	4/1/2016	BACT WATER SAMPLE TO KDH	20-14-6020	\$ 22.95	1283261	4/11/2016 E
160104	4/1/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 63.59	1283261	4/11/2016 E
160104	4/1/2016	CLEANING SUPPLIES FOR LA	25-15-6090	\$ 17.70	1283261	4/11/2016 E
160104	4/1/2016	STARTER SWITCH ON DUMP T	25-15-6150	\$ 16.00	1283261	4/11/2016 E
160104	4/1/2016	SUPPLIES TO MAIL WATER S	25-15-7250	\$ 19.95	1283261	4/11/2016 E
160104	4/1/2016	TRASH BAGS FOR DEBRIS DI	25-15-7628	\$ 564.00	1283261	4/11/2016 E
160104	4/1/2016	BACT WATER SAMPLE TO KDH	20-14-7240	\$ 22.95	1283261	4/11/2016 E
160104	4/1/2016	SUPPLIES TO MAIL WATER S	25-15-7250	\$ 3.99	1283261	4/11/2016 E
160104	4/1/2016	SUPPLIES TO MAIL WATER S	25-15-7250	\$ 19.95	1283261	4/11/2016 E
160104	4/1/2016	REPLACE INCAB PANEL-03 D	25-15-6150	\$ 86.69	1283261	4/11/2016 E
160104	4/1/2016	CHLORINE RESIDUAL TESTIN	20-14-7240	\$ 59.17	1283261	4/11/2016 E
160104	4/1/2016	METER VALVE & LID KEY WR	20-14-6360	\$ 49.83	1283261	4/11/2016 E

		VISA 0068		\$ 1,041.65		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		VISA 0076				
160104	4/1/2016	RUST ENCAPSULATOR-FORD 1	01-02-6150	\$ 50.93	1283264	4/11/2016 E
160104	4/1/2016	MISCELLANEOUS	01-13-6090	\$ 5.60	1283264	4/11/2016 E
160104	4/1/2016	ANNUAL STORMWATER PERMIT	10-02-6320	\$ 60.00	1283264	4/11/2016 E

		VISA 0076		\$ 116.53		
		VISA 0084				
20160401	4/11/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 10.70	1283271	4/11/2016 E

		VISA 0084		\$ 10.70		

		***** REPORT TOTAL *****		\$ 145,897.62		

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JONATHAN ROBERTS, CITY ADMINISTRATOR
MEETING DATE: APRIL 28, 2016
DATE: APRIL 20, 2016

Formal Action:

A Resolution providing for the range of salaries of various City officers and employees of the City of Spring Hill, Kansas pursuant to Section 1-401 of the Spring Hill Municipal Code

Issue:

Addition of Project Coordinator position.

Background:

The proposed changes to the City of Spring Hill organizational chart require the update of this resolution.

Analysis:

The proposed changes to the City of Spring Hill organizational chart will provide for increased efficiencies related to projects taking place throughout the city.

Alternatives:

N/A

Legal Review:

N/A

Funding Review or Budgetary Impact: This recommendation is being presented in accordance with Section (list section) of the Spring Hill Purchasing Policy. This expenditure will be drawn from (list name of account and line item number).

Recommendation:

City Council approval of the Resolution 2016-R-13 as presented.

Attachments:

Resolution 2016-R-13 Salary Range for Officers and Employees

RESOLUTION NO. 2016-R-13

A RESOLUTION PROVIDING FOR THE RANGE OF SALARIES OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF SPRING HILL, KANSAS PURSUANT TO SECTION 1-401 OF THE SPRING HILL MUNICIPAL CODE.

BE IT RESOLVED BY THE GOVERNING BODY OF SPRING HILL, KANSAS:

SECTION ONE: Pursuant to Section 1-102A and 1-401 of the Spring Hill Municipal Code, the Governing Body hereby establishes the following range of salaries for the officers and employees of the City:

GOVERNING BODY:

Mayor\$ 0.00 per year
 Council members..... \$3000.00 per year

Title	Range	Range Minimum	Range Maximum
Seasonal/Temporary	7	\$7.25	\$15.40
Seasonal Laborer	8	\$13.00	\$17.55
Receptionist	8	\$13.00	\$17.55
Custodian	8	\$13.00	\$17.55
Aquatic Center Manager *	9	\$15.00	\$20.25
Maintenance Worker I	9	\$15.00	\$20.25
Maintenance Worker II	10	\$16.05	\$21.67
Police Records Clerk	10	\$16.05	\$21.67
Animal Control Officer	10	\$16.05	\$21.67
Administrative Assistant	11	\$17.25	\$23.29
Municipal Court Clerk	11	\$17.25	\$23.29
Accounting Clerk	11	\$17.25	\$23.29
Building Inspector I	12	\$18.50	\$24.98
Executive Assistant	12	\$18.50	\$24.98
Police Officer I	12	\$18.50	\$24.98
Code Enforcement Officer	13	\$19.80	\$26.73
Facility Maintenance	13	\$19.80	\$26.73
Building Inspector II	13	\$19.80	\$26.73
Public Affairs Specialist	13	\$19.80	\$26.73
Utility Foreman	14	\$21.20	\$28.62
Project Coordinator	14	\$21.20	\$28.62
Investigator	14	\$21.20	\$28.62
Police Officer II	15	\$22.60	\$30.51
Accountant	16	\$23.30	\$31.46
Human Resource Specialist *	16	\$23.30	\$31.46
Police Officer III	16	\$23.30	\$31.46

Building Inspector III	17	\$24.50	\$33.08
Police Corporal	17	\$24.50	\$33.08
Police Sergeant	18	\$26.30	\$35.51
Building Official	18	\$26.30	\$35.51
Senior Accountant *	18	\$26.30	\$35.51
City Clerk *	19	\$28.15	\$38.00
Street Superintendent	19	\$28.15	\$38.00
Utility Superintendent	19	\$28.15	\$38.00
Park Superintendent	19	\$28.15	\$38.00
Assistant Public Works Director	20	\$30.10	\$40.64
Assistant Police Chief *	20	\$30.10	\$40.64
Director of Public Works *	21	\$38.35	\$51.77
Director of Community Development *	21	\$38.35	\$51.77
Police Chief *	21	\$38.35	\$51.77
Administrative Services/Finance Director *	21	\$38.35	\$51.77
City Administrator *	22	\$47.15	\$63.65

* Indicates a position that is considered Exempt.

OTHER OFFICERS AND EMPLOYEES

Municipal Judge.....\$1200 per month
City Prosecutor.....\$1200 per month
Court Appointed Attorney.....\$ 50 per hour

SECTION TWO: This Resolution shall be effective the 28th day of April, 2016 for the pay range beginning March 26, 2016.

SECTION THREE: Resolution No. 2015-R-20 and all other resolutions in conflict herewith are hereby rescinded.

ADOPTED AND APPROVED BY THE GOVERNING BODY THIS 28th DAY OF April 2016.

ATTEST:

Glenda Gerrity, City Clerk

Steven M. Ellis, Mayor

Agenda Item Review Sheet

To: Mayor and City Council
From: Frank H. Jenkins, Jr., City Attorney
Date: April 19, 2016
Meeting: April 28, 2016

Formal Action: Consider Resolution approving acquisition of easement for the Wilson Street Storm Sewer Project Phase III.

Issue: Acceptance of additional temporary construction easement relating to the Wilson Street Storm Sewer Improvement Project Phase III.

Background: John Amrein, the City’s land acquisition agent, has concluded negotiations with the following designated landowner. The proposed amount of compensation is to be paid to the landowner for the designated property interest as set forth below:

Tract No.	Owner/Type of Acquisition	Compensation
9	Louisa (Temporary Construction Easement)	\$2,000.00 (agreed amount) - <u>472.50</u> (just compensation) \$1,527.00 (increase – administrative settlement)

As part of the Wilson Street Storm Water Phase III project, the temporary easement is necessary to be able to reconstruct the sidewalks adjacent to Wilson Street. The following is a summary of the background:

August 13, 2015 - City Council authorized John Amrein, City’s land acquisition agent, to present a settlement offer to the landowner in an amount not to exceed \$475.00. The settlement authority included the right to increase the offer in an amount not to exceed 20%.

Subsequently, Mr. Amrein was unsuccessful in negotiating a settlement with the landowner in an amount of just compensation. A major issue was the loss of trees in front to the landowner’s residence but within City right-of-way. In order to acquire the temporary construction easement, it would have been necessary to proceed with condemnation.

March 28, 2016 - Construction commenced, which included the removal of the trees and the deletion of the reconstruction of the sidewalks. At the time of commencement of the project, the landowner contacted the City and resumed negotiation for the easement.

April 11, 2016 - Mr. Amrein negotiated a settlement agreement in the amount of \$2,000.00, attached hereto.

Analysis: In order to pay compensation in amount in excess of just compensation, the Uniform Acquisition and Relocation Act permits “administrative settlement” but requires proper documentation by the City of the justification for the settlement, which includes the following:

- A. Reasonable efforts to negotiate an agreement in the amount of the just compensation had failed.
- B. The authorized agency official has approved the Administrative Settlement as being reasonable, prudent and in the public interest.

Reasonable Efforts to Negotiate: Mr. Amrein has made extensive efforts to negotiate acquisition of the easement based upon the just compensation.

The condemnation would have taken between 60 to 90 days. The estimated cost of condemnation was at least \$5,000.00. This includes publication costs, attorney fees, engineering fees and appraisers fees (city appraiser and three court appointed of appraisers). Additionally there is the trial risk that the award would be in excess of the estimated just compensation or the landowner would appeal of the award to Johnson County District Court.

Approval of Administrative Settlement: Jonathan Roberts, City Administrator, has reviewed and approved the settlement. He determined that the reconstruction of the sidewalks is appropriate as a matter of public safety, reasonable, prudent, and in the public interest.

Funding Review or Budgetary Impact: Land acquisition costs are paid from USDA loan/bond issue funds.

Recommendation: Jonathan Roberts, City Administrator, and John Amrein, land acquisition agent, recommend approval of the settlement.

Alternatives:

- 1. Motion to approve the Resolution accepting the temporary easement and authorizing payment of compensation to the landowner.
- 2. Motion directing staff to provide additional information and pursue further negotiations with the landowner.

Attachments: Resolution
Settlement Offer
Easement

cc: Jonathan Roberts, City Administrator
Glenda Gerrity, City Clerk
Melanie Landis, Director of Finance
Jim Hendershot, Director of Community Development
John Brann, City Engineer
John Amrein, Land Acquisition Agent

RESOLUTION NO. 2016-R-14

A RESOLUTION ACCEPTING THE DEDICATION OF TEMPORARY CONSTRUCTION EASEMENT FOR THE WILSON STREET STORM SEWER IMPROVEMENT PROJECT (PHASE III).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS:

SECTION ONE. The City of Spring Hill, Kansas, hereby accepts the dedication of a construction easement from the following landowner in consideration of the payment of the designated compensation:

Tract No.	Owner/Type of Acquisition	Compensation
9	Louisa (Temporary Construction Easement)	\$2,000.00

SECTION TWO. The Director of Finance is authorized to pay the designated compensation to the landowner.

ADOPTED by the City Council this 28th day of April, 2016.

APPROVED by the Mayor this 28th day of April, 2016.

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

Land Company Real Estate Services, Inc.

14799 Woodend • Bonner Springs, Kansas 66012-7721
E-mail Address: TheLandCo@aol.com
(913) 441-8441

John T. Amrein
President

REVISED OFFER

PROJECT NUMBER: Wilson Storm Drainage Project **DATE 4/7/16**
CITY OF SPRING HILL, COUNTY OF JOHNSON **TRACT NO. 9**
LOCATION: Part of Block 12, Dwyers Second Addition

To: **Patrick C. Louisa**
121 East Nichols Street
Spring Hill, KS 66083

Dear Mr. Louisa:

The City of Spring Hill has retained our firm to assist in the acquisition of the necessary easement acquisitions on this improvement project. Therefore, the City of Spring Hill wishes to offer you compensation for the necessary easement(s) needed to construct this improvement project. The City would like to make a good faith effort to secure a small amount your property for the construction of this project. In exchange for the executed easement(s) the City of Spring Hill makes this offer of compensation. This payment is subject to City Council approval.

Based upon the fair market value of such real property, as determined by established procedures, of the City of Spring Hill, Kansas, offers you the sum of **Two Thousand DOLLARS (\$2,000.00)** for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired therein.

Real Property to be acquired includes:
Temporary Construction Easement **675 sq. feet**

The basis of the offer was established by an appraisal made by personnel trained in real estate appraisal techniques. This offer of compensation was based on an estimate of compensation based on property land values in the area.

Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid compensation either negotiated or settlement based on legal proceedings, or the amount of just compensation allowed by the court appraisers, prior to the time the City will require the landowner to vacate the property to be acquired with this offer.

"Providing Land Acquisition Services for Over 20 Years"

Value of the Permanent Easements to be acquired:

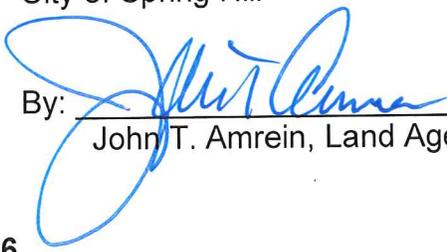
Temporary Construction Easement	675 sq. feet	\$ 472.50
Cost to Cure Items: <i>Damages</i>		
Administrative Settlement		\$ <u>1,527.00</u>
Total Compensation and Measure of Damages (ROUNDED)		\$2,000.00

If you wish to accept the City's offer, please sign this letter as set out below and return the letter and signed easements as soon as possible. This project is on a tight timeline and the City of Spring Hill has required your response within the next seven days in order to proceed with the acquisition.

The City of Spring Hill has retained our firm to handle this matter and we are available to meet with you at most any time. Please contact us to discuss the construction details or any questions you have regarding the project. The City will proceed with legal proceedings provided that the negotiations are at an impasse. This project has been pushed to a top priority for Spring Hill and the growing community which it serves.

If you have any questions regarding the content of this offer letter or would like to discuss this offer further, please do not hesitate to contact me at (913) 441-8441.

City of Spring Hill

By: 

John T. Amrein, Land Agent

ACCEPTED AND APPROVED

This 11 day of April, 2016



Patrick C. Louisa

Address:

121 East Nichols
Spring Hill, TN 37083

Tract No. 9
Parcel No. EP30000012 0001
Address: 121 East Nichols Street
Spring Hill, Kansas 66083

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 11 day of April, 2016 by and between **PATRICK C. LOUISA**, a single person, 121 East Nichols Street, Spring Hill, Kansas 66083, hereinafter called Grantor, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called Grantee..

WITNESSETH:

WHEREAS, Grantee desires to obtain a Temporary Construction Easement over, under and through the Grantor's property.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

In consideration of One and no/100 Dollars (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors, assigns, employees, agents, contractors, subcontractors, suppliers and other authorized users, a temporary construction easement for:

- (i) ingress and egress for the purposes set forth herein;

- (ii) the installation, construction, reconstruction, maintenance, inspection, repair and removal of sidewalks, pedestrian and bicycle paths, sanitary sewers, storm drainage facilities, utilities (including electrical, water, telephone, communication and data transmission, distribution and service lines), traffic signals and any other purpose incidental to the construction, reconstruction, improvement, maintenance or operation of any aspect of any utility service (including, without limitation, electricity, natural gas, water, sanitary sewer, storm drainage, telephone or cable television) or the construction, reconstruction, improvement, maintenance, inspection, repair and removal of any facilities or operations related to any aspect of any utility service; and
- (iii) the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility, tributary connections and appurtenances thereto in any part of the easement, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility within the area of the easement

on, in, over, under and through the following described land (such land is referred to herein as the premises):

**Temporary Construction Easement:
(See Exhibit A)**

**SECTION TWO
TERM**

Said temporary construction easement shall expire on the 31st day of December, 2016.

**SECTION THREE
WARRANTY OF TITLE**

Grantor covenants that he/she/they is/are the owner(s) of the premises and has/have the right, title and capacity to grant the easement granted herein.

**SECTION FOUR
EFFECT OF AGREEMENT**

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written.

GRANTOR:

PC Louisa

PATRICK C. LOUISA

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED that on this 11th day of April, 2014⁶, before me, the undersigned, a notary public in and for the County and State aforesaid, came **PATRICK C. LOUISA**, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

John T. Amrein

Notary Public

My Appointment Expires:
Feb 29, 2020

(SEAL)



EXHIBIT A

LOUISA TEMPORARY CONSTRUCTION EASEMENT

All that part of Block 12, Dwyer's First Addition, a subdivision in the City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Beginning at the intersection of the existing South right of way line of East Nichols Street and the existing West right of way line of South Race Street, said point also being on the North line of said Block 12; thence South along said West right of way line a distance of 135.00 feet; thence West and perpendicular to said West right of way line, a distance of 5.00 feet; thence North, 5.00 feet West of and parallel to said West right of way line, a distance of 135.00 feet to a point on the North line of said Block 12 and on said South right of way line; thence East along the North line of said Block 12 and along said North right of way line, a distance of 5.00 feet to the POINT OF BEGINNING. Containing 675 square feet or 0.0155 acres more or less.