

**SPRING HILL CITY COUNCIL
REGULAR MEETING
AGENDA
THURSDAY, FEBRUARY 25, 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

PRESENTATION:

199th Street Update, Mr. Brian Pietig, Johnson County Public Works Director

Victory Road Project, Mr. Trent Wempe, Streets Superintendent

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: February 11, 2016
2. Appropriation Order 2016-02-25
3. Consider Approval of Letter of Understanding: Johnson County Utility Assistance, Johnson County Human Services
4. Consider Approval of Service Agreement: Folding/Inserter Machine, Lineage
5. Consider Approval of Facility Usage Agreement: Utilize the Spring Hill Aquatic Center for the 2016 Swim Lesson Program, Young Men's Christian Association (YMCA) of Greater Kansas City
6. Consider the Memorandum of Understanding with the Kansas Highway Patrol involving the Commercial Vehicle Safety Alliance (CVSA) program
7. Consider Approval of 2016 Forfeiture Fund Report

8. Consider Approval of Contract: Wilson Street Storm Sewer Improvements, Phase 3, Linaweaver Construction, Inc.
9. Consider Approval of Interlocal Agreement: Stormwater Management Advisory Council (SMAC) Funds, Wilson Street Storm Sewer Improvements, Phase 3, Johnson County, Kansas
10. Consider Approval of Agreement: Public Improvement of North Webster Street from 207th Street to 1,350' North, Johnson County Assistance Road System (CARS), Johnson County, Kansas
11. Consider Approval of Improvement Agreement: FP-01-16, Brookwood Farms, 2nd Plat, Engineering Solutions, Mr. Matt Schlicht
12. Consider Approval of Final Plat: FP-01-16, Brookwood Farms, 2nd Plat, Engineering Solutions, Mr. Matt Schlicht
13. Consider Approval of Improvement Agreement: FP-02-16, Prairie Ridge Phase 2, Ridge Development, LLC, Mr. Don Margritier
14. Consider Approval of Final Plat: FP-02-16, Prairie Ridge Phase 2, Ridge Development, LLC, Mr. Don Margritier

FORMAL COUNCIL ACTION

15. Ordinance No. 2016-03: Annexation, South Webster and Old KC Road
16. Resolution No. 2016-R-04: Approving Acceptance of Permanent Utility Easement for the Rose Park Subdivision (Phase I)

DISCUSSION

17. Transition of Elections and Terms of Office of the Governing Body to November Election Cycle pursuant to 2015 Kansas Legislature-House Bill 2104

ANNOUNCEMENTS and REPORTS

ADJOURN

**City of Spring Hill, Kansas
Minutes of City Council Regular Session
February 11, 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 February 11, 2016. The meeting convened at 7:00p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

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

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

Consultants in attendance: City Attorney Frank Jenkins

ROLL CALL

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 7. Consider Appointment for the Public Safety Advisory Board.

Motion by Leaton, seconded by Gillis, to approve the agenda as revised. Motion carried 5-0-0.

PUBLIC PARTICIPATION

There was no public participation.

CONSENT AGENDA:

Motion by Leaton, seconded by Gillis, to approve the Consent Agenda.

1. **Approval of Minutes: January 28, 2016**
2. **Appropriation Order 2016-02-11**
3. **Consider Approval of Special Event: Easter Egg Hunt, Spring Hill Recreation Commission**
4. **Consider Approval of Special Event: Students Against Destruction Decisions (SADD) 5K Bronco Stampede, Spring Hill High School**
5. **Consider Approval of Agreement: Special Traffic Enforcement Program (STEP), Kansas Department of Transportation**

Motion carried 5-0-0.

FORMAL COUNCIL ACTION

6. Consider Approval of 2016 Aquatic Center Programming Rates

The Finance Director presented the proposed rates for the programs at the Aquatic Center for the 2016 season which requires the City Council to adopt the rate structure. Registration for swim lessons will open on March 14 with early registration ending on April 30th in coordination with Daffodil Days. Rates for lessons are proposed as follows:

Private lessons:

Three (3) 45-minute lessons \$60

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

Six (6) 45-minute lessons \$100

Group lessons:

Eight (8) lesson session \$65

Early registration prior to April 30th \$55

Additionally, river walking will be offered for the 2016 season and rates are proposed as follows:

River walking:

Five (5) visit punch pass (\$3/visit) \$15

Water aerobics will not be offered during the 2016 season since it has struggled to keep good attendance and the hours available for the program.

Programs are funded through registrations for each activity and rates have been proposed based on the expected number of participants and expenses related to providing activities.

City staff is currently researching options for granting scholarships for the swim lesson program. The Mayor requested that ideas for scholarships be discussed at the March 10th City Council meeting.

Motion by Leaton, seconded by Gillis, to approve the rates as proposed for the 2016 season of aquatic center programming. Motion carried 5-0-0.

7. Consider Appointment for the Public Safety Advisory Board

The Mayor reported that there has been a vacancy on the Public Safety Advisory Board (PSAB) for a while and requested consideration of Mr. Kyle Shipps to serve on the PSAB for a 3-year term from February 2016 to February 2019. Mr. Shipps has strong credentials for this position and would be an energetic addition to the Board.

Motion by Leaton, seconded by Gillis, to accept the nomination of Mr. Kyle Shipps to serve on the Public Safety Advisory Board for a 3-year term from February 2016 to February 2019. Motion carried 5-0-0.

ADJOURN

Motion by Leaton, seconded by Gillis, to adjourn. The meeting adjourned at 7:35p.m.

Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER

NUMBER 2016-02-25

PRESENTED: February 25, 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:	\$496,319.11
Payroll:	\$58,321.00
	\$554,640.11

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$0.00</u>
	\$0.00

Total amount of the Appropriation Order: \$554,640.11

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1177	2/5/2016	5 STAR PUMP & CONTROL EQUIPMENT MAINTENANCE	25-15-7670	\$ 340.00	77769	2/18/2016
		5 STAR PUMP & CONTROL		\$ 340.00		
		AETNA				
PR20160129	1/29/2016	AETNA-457 PLAN	01-00-2035	\$ 257.50	1283124	2/05/2016 E
PR20160129	1/29/2016	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283124	2/05/2016 E
PR20160129	1/29/2016	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283124	2/05/2016 E
		AETNA		\$ 327.50		
		ALEXANDER OPEN SYSTEMS				
BT000898	2/9/2016	CONSULTING SERVICES	01-11-7720	\$ 834.00	77770	2/18/2016
BT000899	2/9/2016	CONSULTING SERVICES	01-11-7720	\$ 834.00	77770	2/18/2016
		ALEXANDER OPEN SYSTEMS		\$ 1,668.00		
		ARLAN CO INC				
8107	2/6/2016	POOL EQUIPMENT	01-12-8110	\$ 3,901.38	77771	2/18/2016
		ARLAN CO INC		\$ 3,901.38		
		BLUE VALLEY TRACTOR & SUP				
69502	2/5/2016	HAND TOOLS & EQUIPMENT	01-03-6360	\$ 59.04	77772	2/18/2016
		BLUE VALLEY TRACTOR & SU		\$ 59.04		
		BRANDA WIGGIN				
2240	2/6/2016	DEPOSIT REFUND	01-00-2050	\$ 100.00	77773	2/18/2016
		BRANDA WIGGIN		\$ 100.00		
		BRYAN BRINKMAN				
20224005	1/6/2016	WATER UTILITY	20-14-4310	\$ 54.22	77774	2/18/2016
		BRYAN BRINKMAN		\$ 54.22		
		CAROL GEORGE				
2133	1/2/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77775	2/18/2016
		CAROL GEORGE		\$ 75.00		
		CITY OF SPRING HILL				
160402	2/4/2016	REFUSE	01-02-7628	\$ 106.49	77776	2/18/2016
160402	2/4/2016	REFUSE	01-04-7628	\$ 94.48	77776	2/18/2016
160402	2/4/2016	REFUSE	01-17-7628	\$ 188.96	77776	2/18/2016
160402	2/4/2016	TRASH	20-14-7628	\$ 58.44	77776	2/18/2016
160402	2/4/2016	TRASH	01-05-7628	\$ 82.46	77776	2/18/2016
160402	2/4/2016	TRASH	01-12-7628	\$ 139.25	77776	2/18/2016
		CITY OF SPRING HILL		\$ 670.08		
		COAST TO COAST SOLUTIONS				
72288	2/8/2016	PUBLIC RELATIONS	01-05-7750	\$ 737.98	77777	2/18/2016
		COAST TO COAST SOLUTIONS		\$ 737.98		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
601210826	1/21/2016	COMFORT DESIGNS HEATING BUILDING MAINTENANCE	01-17-6160	\$ 300.53	77778	2/18/2016
601211508	1/21/2016	BUILDING MAINTENANCE	01-17-6160	\$ 120.00	77778	2/18/2016
		COMFORT DESIGNS HEATING		\$ 420.53		
		DIGITAL CONNECTIONS INC				
37871	2/11/2016	COPY FEES	01-09-6130	\$ 288.63	77779	2/18/2016
37871	2/11/2016	COPY FEES	01-13-6110	\$ 30.19	77779	2/18/2016
37871	2/11/2016	COPY FEES	01-05-7670	\$ 200.37	77779	2/18/2016
		DIGITAL CONNECTIONS INC		\$ 519.19		
		DIVISION OF HEALTH & ENV. LAB ANALYSIS	20-14-7240	\$ 144.00	77780	2/18/2016
161201	1/12/2016	DIVISION OF HEALTH & ENV		\$ 144.00		
		FARMERS UNION CO-OPERATIV PERSONAL PROTECTIVE EQUI	01-02-6370	\$ 13.65	77781	2/18/2016
89417	2/8/2016	FARMERS UNION CO-OPERATI		\$ 13.65		
		FIRST OPTION BANK				
160103	2/18/2016	MOWER 1	01-03-8110	\$ 701.54	77782	2/18/2016
160103	2/18/2016	MOWER 2	01-03-8110	\$ 701.54	77782	2/18/2016
160103	2/18/2016	PHONE SYSTEM	01-09-8150	\$ 1,866.38	77782	2/18/2016
160103	2/18/2016	PHONE SYSTEM	20-14-8110	\$ 323.51	77782	2/18/2016
160103	2/18/2016	PHONE SYSTEM	25-15-8110	\$ 298.62	77782	2/18/2016
160103	2/18/2016	F-350 1	01-02-8130	\$ 4,187.78	77782	2/18/2016
160103	2/18/2016	F-350 2	01-02-8130	\$ 5,257.19	77782	2/18/2016
160103	2/18/2016	PUBLIC SAFETY VEH	01-05-8130	\$ 4,034.79	77782	2/18/2016
160103	2/18/2016	GENERATOR	01-17-8110	\$ 4,084.90	77782	2/18/2016
160103	2/18/2016	DUMP TRUCK	01-02-8130	\$ 6,606.05	77782	2/18/2016
160103A	2/18/2016	DUMP TRUCK	01-02-8130	\$ 6,765.68	77782	2/18/2016
160103A	2/18/2016	POLICE VEHICLE	01-05-8130	\$ 6,631.84	77782	2/18/2016
		FIRST OPTION BANK		\$ 41,459.82		
		GABRIELLE A CHAVARRIA DEPOSIT REFUND	01-00-2050	\$ 75.00	77783	2/18/2016
2450	1/30/2016	GABRIELLE A CHAVARRIA		\$ 75.00		
		GERKEN RENT-ALL				
295488-PA	2/3/2016	PORTABLE RESTROOM	01-03-7240	\$ 110.00	77784	2/18/2016
295489-PA	2/3/2016	PORTABLE RESTROOM	01-03-7240	\$ 110.00	77784	2/18/2016
		GERKEN RENT-ALL		\$ 220.00		
		GPH SPRING HILL WILSON, PH 3	76-00-1010	\$ 3,310.00	77785	2/18/2016
161901	1/19/2016	GPH SPRING HILL		\$ 3,310.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
PR20160129	1/29/2016	H KENT HOLLINS Garnishment	01-00-2040	\$ 78.65	77716	2/5/2016
		H KENT HOLLINS		\$ 78.65		
51051	2/4/2016	H.E.R.S. INC EQUIPMENT MAINTENANCE	01-02-7670	\$ 46.38	77786	2/18/2016
		H.E.R.S. INC		\$ 46.38		
F047010	1/26/2016	HD SUPPLY WATERWORKS, LTD METERS/SUPPLIES	20-14-6320	\$ 34.53	77787	2/18/2016
		HD SUPPLY WATERWORKS, LT		\$ 34.53		
PR20160129	1/29/2016	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 16,468.73	1283123	2/05/2016 E
PR20160129	1/29/2016	FED/FICA TAX	20-00-2020	\$ 1,927.44	1283123	2/05/2016 E
PR20160129	1/29/2016	FED/FICA TAX	25-00-2020	\$ 1,494.53	1283123	2/05/2016 E
		INTERNAL REVENUE SERVICE		\$ 19,890.70		
2425	1/2/2016	JADYN GULLEY DEPOSIT REFUND	01-00-2050	\$ 75.00	77788	2/18/2016
		JADYN GULLEY		\$ 75.00		
161802	2/18/2016	JOHNSON CO RFD#2 JOCO FIRE DISTRICT SERVI	03-00-7210	\$ 140,658.75	77789	2/18/2016
		JOHNSON CO RFD#2		\$ 140,658.75		
161802	2/18/2016	JOHNSON CO,HUMAN SERV.& A HUMAN SERVICES	01-09-7410	\$ 1,150.00	77790	2/18/2016
		JOHNSON CO,HUMAN SERV.&		\$ 1,150.00		
PR20160129	1/29/2016	KAHRS LAW OFFICES, P.A. GARNISHMENT	01-00-2040	\$ 78.66	77717	2/5/2016
		KAHRS LAW OFFICES, P.A.		\$ 78.66		
160101	1/1/2016	KANSAS ASSOC OF COURT MNG DUES	01-06-7630	\$ 50.00	77791	2/18/2016
		KANSAS ASSOC OF COURT MN		\$ 50.00		
161202	2/12/2016	KANSAS DEPT OF AGRICULTUR FOOD ESTABLISHMENT RENEW KANSAS DEPT OF AGRICULTUR	01-12-7630	\$ 160.00	77792	2/18/2016
		KANSAS DEPT OF AGRICULTU		\$ 160.00		
PR20160129	1/29/2016	KANSAS PAYMENT CNTR CHILD SUPPORT 1	01-00-2040	\$ 158.31	77715	2/5/2016
		KANSAS PAYMENT CNTR		\$ 158.31		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
2463	4/23/2016	KEARSON NELSON RENTAL DEPOSIT	01-00-2050	\$ 75.00	77793	2/18/2016
2463	4/23/2016	RENTAL DEPOSIT	01-00-4230	\$ 75.00	77793	2/18/2016
		KEARSON NELSON		\$ 150.00		
		KEY EQUIPMENT & SUPPLY CO				
245366	1/25/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 120.30	77794	2/18/2016
245366	1/25/2016	EQUIPMENT MAINTENANCE	20-14-7670	\$ 120.31	77794	2/18/2016
245366	1/25/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 120.31	77794	2/18/2016
		KEY EQUIPMENT & SUPPLY C		\$ 360.92		
		KIM DEFFENBAUGH				
2457	1/9/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77795	2/18/2016
		KIM DEFFENBAUGH		\$ 75.00		
		KP&F				
PR20160129	1/29/2016	KP&F LIFE	01-00-2030	\$ 47.40	1283125	2/05/2016 E
PR20160129	1/29/2016	KP&F	01-00-2030	\$ 6,848.80	1283125	2/05/2016 E
		KP&F		\$ 6,896.20		
		KPERS				
PR20160129	1/29/2016	KPERS TIER 1	01-00-2030	\$ 3,729.01	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS TIER 1	20-00-2030	\$ 913.49	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS TIER 1	25-00-2030	\$ 341.85	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS LIFE	01-00-2030	\$ 146.85	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS LIFE	20-00-2030	\$ 30.20	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS LIFE	25-00-2030	\$ 17.40	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS post 7/09	01-00-2030	\$ 2,678.21	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS post 7/09	25-00-2030	\$ 475.76	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS TIER 3	01-00-2030	\$ 391.16	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS TIER 3	20-00-2030	\$ 228.46	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS D&D	01-00-2030	\$ 442.85	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS D&D	20-00-2030	\$ 75.23	1283122	2/05/2016 E
PR20160129	1/29/2016	KPERS D&D	25-00-2030	\$ 53.86	1283122	2/05/2016 E
		KPERS		\$ 9,524.33		
		KS STATE TREASURER				
163101	1/31/2016	JANUARY 2016 FEES	01-00-2206	\$ 41.00	77796	2/18/2016
163101	1/31/2016	JANUARY 2016 FEES	01-00-2202	\$ 23.00	77796	2/18/2016
163101	1/31/2016	JANUARY 2016 FEES	01-00-2201	\$ 550.50	77796	2/18/2016
163101	1/31/2016	JANUARY 2016 FEES	01-00-2208	\$ 1,601.00	77796	2/18/2016
		KS STATE TREASURER		\$ 2,215.50		
		KS WATER PROTECTION FEE				
161901	1/16/2016	WATER PROTECTION FEE	20-14-7220	\$ 65.83	77797	2/18/2016
161901A	1/19/2016	CLEAN DRINKING FEE	20-14-7220	\$ 61.73	77797	2/18/2016
		KS WATER PROTECTION FEE		\$ 127.56		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		KS WITHHOLDING TAX				
PR20160129	1/29/2016	STATE TAX	01-00-2020	\$ 2,287.81	1283121	2/05/2016 E
PR20160129	1/29/2016	STATE TAX	20-00-2020	\$ 260.00	1283121	2/05/2016 E
PR20160129	1/29/2016	STATE TAX	25-00-2020	\$ 177.31	1283121	2/05/2016 E

		KS WITHHOLDING TAX		\$ 2,725.12		
		LLOYD EARL TALLEY				
161901	1/19/2016	WILSON, PH 3	76-00-1010	\$ 2,205.00	77798	2/18/2016
161901	1/19/2016	WILSON, PH 3	76-00-1010	\$ 1,260.00	77798	2/18/2016

		LLOYD EARL TALLEY		\$ 3,465.00		
		MARGARET GRAYSON				
2448	1/23/2016	DEPOSIT REFUND	01-00-2050	\$ 50.00	77799	2/18/2016

		MARGARET GRAYSON		\$ 50.00		
		MARK TURLEY				
2015-676	2/5/2016	COURT BOND	01-00-2200	\$ 750.00	77800	2/18/2016

		MARK TURLEY		\$ 750.00		
		MELISSA HEPHNER				
2485	2/14/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77801	2/18/2016
2485	2/14/2016	DEPOSIT REFUND	01-00-4230	\$ 75.00	77801	2/18/2016

		MELISSA HEPHNER		\$ 150.00		
		MELISSA TORREZ				
2412	1/3/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	77802	2/18/2016

		MELISSA TORREZ		\$ 75.00		
		METLIFE SMALL BUSINESS CE				
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-05-5120	\$ 124.42	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-02-5120	\$ 34.46	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	20-14-5120	\$ 45.56	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-03-5120	\$ 34.46	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-11-5120	\$ 44.40	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-08-5120	\$ 22.78	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-01-5120	\$ 22.20	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-13-5120	\$ 22.20	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-16-5120	\$ 35.04	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	25-15-5120	\$ 33.88	77803	2/18/2016
160102	2/1/2016	METLIFE - GROUP BENEFITS	01-17-5120	\$ 11.68	77803	2/18/2016

		METLIFE SMALL BUSINESS C		\$ 431.08		
		MIDWEST SINGLE SOURCE				
824351-0	1/29/2016	COST IF ISSUANCE	74-00-6000	\$ 270.00	77804	2/18/2016

		MIDWEST SINGLE SOURCE		\$ 270.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
162401	1/27/2016	MOLLY BROWN MILEAGE/TRAVEL EXPENSES	01-11-6050	\$ 36.24	77805	2/18/2016
				----- \$ 36.24		
2015-669	1/21/2016	NANCY OLIVARES COURT BOND	01-00-2200	\$ 229.00	77806	2/18/2016
				----- \$ 229.00		
082543-001	1/27/2016	NAVRAT'S OFFICE PRODUCTS PRINTING & ADVERTISING	20-14-6120	\$ 312.30	77807	2/18/2016
082543-001	1/27/2016	PRINTING & ADVERTISING	25-15-6110	\$ 312.30	77807	2/18/2016
091470-001	1/27/2016	UTILITY BILL ENVELOPES	20-14-6120	\$ 141.15	77807	2/18/2016
091470-001	1/27/2016	UTILITY BILL ENVELOPES	25-15-6110	\$ 141.15	77807	2/18/2016
		NAVRAT'S OFFICE PRODUCTS		----- \$ 906.90		
312787	1/25/2016	NIFFIE PRINTING ANIMAL CONTROL	01-18-7110	\$ 55.00	77808	2/18/2016
				----- \$ 55.00		
54781483	1/29/2016	PRAXAIR DISTRIBUTION INC. EQUIPMENT MAINTENANCE	25-15-7670	\$ 30.54	77809	2/18/2016
54781483	1/29/2016	EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 72.92	77809	2/18/2016
		PRAXAIR DISTRIBUTION INC		----- \$ 103.46		
2461	1/31/2016	RAMONA RILEY DEPOSIT REFUND	01-00-2050	\$ 75.00	77810	2/18/2016
				----- \$ 75.00		
162801	1/28/2016	RURAL WATER DISTRICT #2 M WATER SERVICE 22711 S WOODLAND RD	20-14-7200	\$ 17.17	77811	2/18/2016
		RURAL WATER DISTRICT #2		----- \$ 17.17		
161802	2/18/2016	SPRING HILL CEMETERY BOAR CEMETERY MAINTENANCE	04-00-7210	\$ 7,500.00	77812	2/18/2016
		SPRING HILL CEMETERY BOA		----- \$ 7,500.00		
162101	1/21/2016	STATE OF KANSAS/DEPT OF H PROJECT NO C20 1525-01	25-15-9010	\$ 121,651.92	77813	2/18/2016
162101	1/21/2016	PROJECT NO C20 1525-01	25-15-9110	\$ 23,830.61	77813	2/18/2016
162101	1/21/2016	PROJECT NO C20 1525-01	25-15-9210	\$ 1,827.50	77813	2/18/2016
163101	1/31/2016	KDHE WATER LOAN - 2367	20-14-9010	\$ 46,096.55	77813	2/18/2016
163101	1/31/2016	KDHE WATER LOAN - 2367	20-14-9110	\$ 17,871.11	77813	2/18/2016
163101	1/31/2016	KDHE WATER LOAN - 2367	20-14-9210	\$ 1,823.58	77813	2/18/2016
		STATE OF KANSAS/DEPT OF		----- \$ 213,101.27		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		U S POSTMASTER				
160701	1/7/2016	MONTHLY UTILITY BILL MAI	20-14-6020	\$ 6,000.00	77814	2/18/2016
160701	1/7/2016	MONTHLY UTILITY BILL MAI	25-15-6020	\$ 6,000.00	77814	2/18/2016

		U S POSTMASTER		\$ 12,000.00		
		UNITED COMMUNITY SERVICES				
161802	2/18/2016	HUMAN SERVICES	01-09-7410	\$ 1,495.00	77815	2/18/2016

		UNITED COMMUNITY SERVICE		\$ 1,495.00		
		VANCE BROS. INC				
127355	1/28/2016	STREET MATERIALS	10-02-6330	\$ 127.00	77816	2/18/2016

		VANCE BROS. INC		\$ 127.00		
		VERIZON WIRELESS				
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-01-7622	\$ 51.93	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-02-7622	\$ 69.07	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-03-7622	\$ 51.93	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-04-7622	\$ 61.93	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-05-7622	\$ 665.43	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-08-7622	\$ 51.93	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-11-7622	\$ 183.88	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-13-7622	\$ 69.07	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-16-7622	\$ 104.34	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	20-14-7622	\$ 71.93	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	01-12-7622	\$ (32.97)	1283126	2/16/2016 E
9759372516	1/23/2016	TELEPHONE/COMMUNICATIONS	25-15-7622	\$ 123.87	1283126	2/16/2016 E

		VERIZON WIRELESS		\$ 1,472.34		
		VISA 0001				
20160201	2/16/2016	OFFICE SUPPLIES	01-05-6110	\$ 14.00	1283155	2/16/2016 E
20160201	2/16/2016	OFFICE SUPPLIES	01-05-6110	\$ 27.96	1283155	2/16/2016 E
20160201	2/16/2016	OFFICE SUPPLIES	01-05-6110	\$ 15.50	1283155	2/16/2016 E
20160201	2/16/2016	OFFICE SUPPLIES	01-05-6110	\$ 29.94	1283155	2/16/2016 E

		VISA 0001		\$ 87.40		
		VISA 0035				
20160201	2/16/2016	POSTAGE	01-05-6020	\$ 10.87	1283158	2/16/2016 E
20160201	2/16/2016	MISCELLANEOUS	01-05-6090	\$ 4.03	1283158	2/16/2016 E
20160201	2/16/2016	POSTAGE	01-05-6020	\$ 7.54	1283158	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 92.71	1283158	2/16/2016 E
20160201	2/16/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283158	2/16/2016 E

		VISA 0035		\$ 136.12		
		VISA 0043				
20160201	2/16/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283157	2/16/2016 E

		VISA 0043		\$ 20.97		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		VISA 0050				
160102	2/1/2016	PW OFFICE LIGHT FIXTURE	01-02-6160	\$ 46.97	1283154	2/16/2016 E
160102	2/1/2016	#202 & 203 MUD FLAPS & B	01-02-6150	\$ 77.68	1283154	2/16/2016 E
160102	2/1/2016	CLEANING SUPPLIES	01-02-6090	\$ 9.76	1283154	2/16/2016 E
160102	2/1/2016	JANITORIAL SUPPLIES	01-17-7610	\$ 7.97	1283154	2/16/2016 E
160102	2/1/2016	WATER	01-17-6090	\$ 6.99	1283154	2/16/2016 E
160102	2/1/2016	WATER	20-14-6090	\$ 6.99	1283154	2/16/2016 E
160102	2/1/2016	FUEL CAP	01-02-6150	\$ 24.99	1283154	2/16/2016 E
160102	2/1/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 6.98	1283154	2/16/2016 E
160102	2/1/2016	WATER	01-17-6090	\$ 6.99	1283154	2/16/2016 E
160102	2/1/2016	JANITORIAL SUPPLIES	01-17-7610	\$ 7.98	1283154	2/16/2016 E
160102	2/1/2016	PEST CONTROL	01-17-6160	\$ 128.75	1283154	2/16/2016 E
160102	2/1/2016	EXIT SIGN	01-02-6160	\$ 98.77	1283154	2/16/2016 E
160102	2/1/2016	ICE MELT	01-05-6160	\$ 52.14	1283154	2/16/2016 E
160102	2/1/2016	ICE MELT	01-02-6160	\$ 56.64	1283154	2/16/2016 E
160102	2/1/2016	ICE MELT	25-15-6160	\$ 34.76	1283154	2/16/2016 E
160102	2/1/2016	ICE MELT	01-03-6160	\$ 17.38	1283154	2/16/2016 E
160102	2/1/2016	ICE MELT	01-04-6160	\$ 17.38	1283154	2/16/2016 E
160102	2/1/2016	ICE MELT	01-17-6160	\$ 252.01	1283154	2/16/2016 E
160102	2/1/2016	WATER	01-17-6090	\$ 6.99	1283154	2/16/2016 E
160102	2/1/2016	CASTER WHEEL FOR RM 15	01-17-6160	\$ 6.88	1283154	2/16/2016 E
160102	2/1/2016	CIVIC CENTER LIGHT BULBS	01-17-6160	\$ 33.97	1283154	2/16/2016 E
160102	2/1/2016	WATER	01-03-6090	\$ 13.88	1283154	2/16/2016 E
160102	2/1/2016	WATER	20-14-6090	\$ 10.43	1283154	2/16/2016 E
160102	2/1/2016	WATER	25-15-6090	\$ 10.44	1283154	2/16/2016 E

		VISA 0050		\$ 943.72		
		VISA 0068				
160102	2/1/2016	#303 REPAIR BACKUP LIGHT	20-14-6150	\$ 71.28	1283152	2/16/2016 E
160102	2/1/2016	WATER SAMPLES TO KDHE	20-14-6020	\$ 19.15	1283152	2/16/2016 E
160102	2/1/2016	LIGHT BULBS	25-15-6160	\$ 80.97	1283152	2/16/2016 E
160102	2/1/2016	RETURN PARTS TO SCHREIBE	25-15-6020	\$ 13.05	1283152	2/16/2016 E
160102	2/1/2016	OVERCHARGE REFUND	20-14-7670	\$ (0.70)	1283152	2/16/2016 E
160102	2/1/2016	BELT DRESSING	25-15-7670	\$ 10.52	1283152	2/16/2016 E
160102	2/1/2016	WATER SAMPLES TO KDHE	20-14-6020	\$ 19.15	1283152	2/16/2016 E
160102	2/1/2016	MAGNET DEVICE TOOL	20-14-6360	\$ 13.00	1283152	2/16/2016 E
160102	2/1/2016	CARBURETOR CLEANER	20-14-7670	\$ 14.62	1283152	2/16/2016 E
160102	2/1/2016	3 EA. HAND SPRAYERS	25-15-6360	\$ 48.91	1283152	2/16/2016 E
160102	2/1/2016	WATER SAMPLES SHIPPED TO	20-14-6020	\$ 24.00	1283152	2/16/2016 E
160102	2/1/2016	#302 FILTERS AND FLUIDS	20-14-6150	\$ 134.06	1283152	2/16/2016 E
160102	2/1/2016	#402 JET TRUCK TARP STRA	25-15-7670	\$ 17.34	1283152	2/16/2016 E
160102	2/1/2016	D.O. SENSOR KIT	25-15-7670	\$ 230.89	1283152	2/16/2016 E
160102	2/1/2016	#402 JET TRUCK CAP FOR H	25-15-7670	\$ 5.79	1283152	2/16/2016 E

		VISA 0068		\$ 702.03		
		VISA 0076				
160102	2/1/2016	#402 JET TRUCK REPAIRS	01-02-6150	\$ 227.76	1283153	2/16/2016 E
160102	2/1/2016	REFUND DUE TO TAX	01-02-6090	\$ (35.86)	1283153	2/16/2016 E
160102	2/1/2016	LUNCH FOR SNOW CREW WITH	01-02-6090	\$ 35.86	1283153	2/16/2016 E
160102	2/1/2016	LUNCH FOR SNOW CREW	01-02-6090	\$ 27.84	1283153	2/16/2016 E

		VISA 0076		\$ 255.60		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		VISA 0084				
20160201	2/16/2016	OFFICE SUPPLIES	01-05-6110	\$ 28.50	1283156	2/16/2016 E
20160201	2/16/2016	MISCELLANEOUS	01-05-6090	\$ 35.76	1283156	2/16/2016 E
20160201	2/16/2016	MEMBERSHIP	01-05-7630	\$ 50.00	1283156	2/16/2016 E
20160201	2/16/2016	MEMBERSHIP	01-05-7630	\$ 55.00	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 1.79	1283156	2/16/2016 E
20160201	2/16/2016	MISCELLANEOUS	01-05-6090	\$ 94.69	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 220.47	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 589.44	1283156	2/16/2016 E
20160201	2/16/2016	TRAINING	01-05-7640	\$ 650.00	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 25.10	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 20.17	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 25.91	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 28.90	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 28.50	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 30.10	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 24.61	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 21.01	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 23.00	1283156	2/16/2016 E
20160201	2/16/2016	FUEL	01-05-6140	\$ 27.15	1283156	2/16/2016 E
20160201	2/16/2016	LODGING FOR FUNERAL	01-05-6090	\$ 111.87	1283156	2/16/2016 E
20160201	2/16/2016	LODGING FOR FUNERAL	01-05-6090	\$ 111.87	1283156	2/16/2016 E
20160201	2/16/2016	MISCELLANEOUS	01-05-6090	\$ 20.18	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 76.03	1283156	2/16/2016 E
20160201	2/16/2016	LODGING FOR FUNERAL	01-05-6090	\$ 99.68	1283156	2/16/2016 E
20160201	2/16/2016	LODGING FOR FUNERAL	01-05-6090	\$ 99.68	1283156	2/16/2016 E
20160201	2/16/2016	MEMBERSHIP	01-05-7630	\$ 95.00	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 359.96	1283156	2/16/2016 E
20160201	2/16/2016	MEMBERSHIP	01-05-7630	\$ 150.00	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 31.82	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 79.16	1283156	2/16/2016 E
20160201	2/16/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 189.15	1283156	2/16/2016 E

		VISA 0084		\$ 3,404.50		
		WALTERS EXCAVATING LLC				
160402	2/4/2016	WATER UTILITY	20-14-4310	\$ 831.90	77817	2/18/2016
		WALTERS EXCAVATING LLC		-----		
				\$ 831.90		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		WESTAR ENERGY(GROUP BILL)				
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	01-02-7626	\$ 562.54	1283127	2/16/2016 E
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	01-03-7626	\$ 67.12	1283127	2/16/2016 E
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	01-09-7626	\$ 24.08	1283127	2/16/2016 E
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	01-12-7626	\$ 71.64	1283127	2/16/2016 E
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	01-17-7626	\$ 1,676.06	1283127	2/16/2016 E
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	20-14-7626	\$ 1,212.96	1283127	2/16/2016 E
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	25-15-7626	\$ 788.56	1283127	2/16/2016 E
161602	2/16/2016	ELECTRIC SERVICE GROUP BILL	01-05-7626	\$ 724.32	1283127	2/16/2016 E

		WESTAR ENERGY(GROUP BILL)		\$ 5,127.28		
		WESTAR ENERGY(ST. LIGHTS)				
161502	2/15/2016	ELECTRIC SERVICE STREET LIGHTS	01-02-7626	\$ 3,949.13	1283128	2/15/2016 E

		WESTAR ENERGY(ST. LIGHTS)		\$ 3,949.13		

		***** REPORT TOTAL *****		\$ 496,319.11		

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: FEBRUARY 24, 2016
DATE: FEBRUARY 18, 2016

Consent / Formal Action / Discussion Item: Consent

Issue: Letter of Understanding - Johnson County Utility Assistance

Background: For the past several years, the City of Spring Hill has contributed to the Johnson County Utility Assistance Program. During the 2016 budget process, the City Council approved a contribution of \$1,150 for utility assistance within the City of Spring Hill. In addition, utility assistance was included as one of the recipient of the donations collected through the Mayor's Christmas Tree Fund.

Analysis: As part of their formal process, a letter of understanding has been provided to the City for the mayor's signature.

Alternatives: n/a

Legal Review: The contract has been sent to the City Attorney for review.

Funding Review or Budgetary Impact: Johnson County utility assistance is paid from the General Fund 01-09-7410 and the amount was approved as part of the 2016 operating budget.

Recommendation:

Staff recommends the City Council authorize the Mayor to sign the Letter of Understanding for Johnson County Utility Assistance Program, 2016 Program Year.

Attachments:

Letter of Understanding

Letter of Understanding
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM
2016 Program Year

This Letter of Understanding is entered into by and between Johnson County Human Services (“Human Services”) and the **City of Spring Hill** (“City”) for administration of the **Utility Assistance Program**.

The parties do mutually agree as follows:

ELIGIBILITY

Human Services will determine eligibility using the following factors:

53. Verify that the applicant is a resident of the City and that the name of the applicant, spouse, or another adult age 18 or older living in the household is on the utility bill.
54. Verify that the applicant’s household for the past 30 days has a gross income at or below 200% of the Poverty Guidelines as published in the Federal Register. Exceptions will be considered on a case-by-case basis if extraordinary circumstances warrant it. (For income sources and allowable documentation, refer to attached “Utility Assistance – Master Guidelines & Procedures.”)
55. Verify that the utility account is past due, has a disconnect notice, or is already disconnected from service.
56. Verify with the utility that the client has made a self-payment on the utility bill within the previous three months.

BENEFITS & SERVICES PROVIDED

In providing utility assistance benefits to eligible City applicants, Human Services will:

66. Determine the amount of payment to be made to the utility, based on the amount of arrearage or the maximum benefit, whichever is lower.
67. Augment city funds with county funds up to \$150 per calendar year.
68. Process payments to the utility vendors through the County’s voucher system.
69. Provide energy conservation materials and referrals for other services to utility assistance clients.
70. Provide quarterly reports to the City on the number of households served and funds expended.

CONSIDERATION

In consideration of the above provisions, the City will contribute \$_____ for the services listed in this Letter of Understanding for calendar year of 2016. At the end of the program year, any unobligated funds will automatically be transferred to the next program year or, upon request, returned to the city.

SPECIAL PROVISIONS

- 40. Any exceptions to the above procedures will be discussed and mutually agreed upon by a designated representative of the City and Human Services.
- 41. The benefit amount to City residents will be reduced when either City or County funds have been exhausted.
- 42. This letter of understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below:

City of Spring Hill

Johnson County Human Services

Name

Deborah Collins, Director
Johnson County Human Services

Title

Date _____

Date _____

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: FEBRUARY 25, 2016
DATE: FEBRUARY 18, 2016

Consent Item

Issue: Maintenance agreement with Lineage

Background: The City recently purchased a folding/inserter machine which is being used for the monthly utility bills and newsletters. As part of the purchase of this machine, Lineage offers a maintenance agreement which would provide for ease of repairs and scheduled maintenance.

Funding Review or Budgetary Impact: The first year of the maintenance agreement is zero cost and thereafter the annual fee would be \$2,028. The cost of the agreement will be drawn from the General, Water and Sewer funds.

Alternatives:

1. Approve the maintenance agreement with Lineage.
2. Deny the maintenance agreement and direct staff to further research.
3. Table the issue.

Legal Review: City Attorney, Frank Jenkins, recommended the changes represented in the draft document attached. The city's purchasing policy requires a clause for termination for convenience be proposed in each contract the City enters into. Lineage has denied that language and instead the City has included the non-appropriation language which allows the City to cancel the agreement if appropriation has been denied due to lack of funding prior to annual renewal. Both the City Attorney and Finance Director have reviewed and accept the addendum as proposed.

Recommendation: Staff recommends approval by the City Council which authorizes the Mayor to sign the agreement and addendum with Lineage.

Attachments:

- 1) Maintenance agreement with Lineage
- 2) Addendum

SERVICE AGREEMENT



AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name ("Customer") City of Spring Hill Customer bill to same
 Equipment address 401 N Madison St. Bill to address, if different
 City, State, Zip Spring Hill, KS 66083 City, State, Zip

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
DS-75						

Service Plans: - All Plans are subject to the Terms and Conditions below. Date Service to Begin: _____ Original Lease Term Purchase

Contract Care Service Plan - Contract Price: _____ per month, billed annually plus TAX where applicable. - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

Standard Care Service Plan - Contract Price: See Notes _____ per month, billed annually plus TAX where applicable. - With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

Notes: Per WSCA proposal first year of service is free, after that year the first years price is \$2,028

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

- If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
- This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first.
- The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
- For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
- Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
- If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
- If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
- Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.
- If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
All Products - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.
Mailing Machines, Folders/Inserters, Electronic scales - NO EXCLUSIONS
Letter Openers/Extractors - Rubber rollers and belts limited to two per year
Barcode Scanners - Cables, lenses
Printers - Print heads
Shredders/Bursters - Blades, if rollers are not kept oiled which is a customer responsibility
Computer Systems - Software, upgrades, application changes, (see paragraph 4 above)
Shipping Systems - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
- The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
 a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;
 b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges;
 c) Repair of damage or increase in service time resulting from:
 1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use;
 2) Failure of electrical power, air conditioning or humidity control; and
 3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.
 d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
 e) Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device;
 f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company;
 g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;
 h) Problems relating to or caused by hardware and/or software not supplied by Company; and
 i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
- All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement
- This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature: _____ Date: _____ Employee Signature: [Signature]
 Print Name: _____ Title: _____ Print Name: STANLEY WILSON

2-18-16 GM
 March 30, 2012

ADDENDUM TO LINEAGE-SPRING HILL SERVICE AGREEMENT



The following provisions are incorporated by reference into, and made a part of, the Service Agreement between Lineage and the City of Spring Hill, Kansas, to which this Addendum is attached:

1. The second sentence of Section 2 of the attached Service Agreement is hereby deleted. The reason for the deletion is that the parties do not intend to agree to an automatic renewal. The second sentence being deleted reads, "Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first."
2. Section 11 of the attached Service Agreement is hereby deleted. In its place is substituted the language of Section 3 of this Addendum, which is a termination for convenience provision.
3. The following termination for convenience provision is added to the Service Agreement:

"Termination Due To Lack Of Funding Appropriation. If, in the judgment of the City, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of the fiscal year fiscal year during which the City makes such judgment. City agrees to give written notice of termination to Lineage at least 30 days prior to the end of the fiscal year during which the judgment is made. In the event of termination, City shall pay Lineage for the reasonable value of the services rendered and provided to the date of delivery of the termination notice."

4. The following Kansas anti-discrimination language is added to the Service Agreement:

"Compliance With Kansas Acts Against Discrimination, and Other Discrimination Laws. To the extent applicable, with respect to all services provided by Lineage under this Agreement, Lineage agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Lineage also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Lineage 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 Lineage to comply with all such requirements of this Section with respect to all services under this Agreement."

5. All notices required or desired to be given hereunder shall be in writing, and all such notices and other documents required or desired to be given hereunder shall be hand-delivered or sent by

first class mail, registered mail, certified mail, recognized overnight deliver services (such as FedEx), or electronic mail, addressed as follows:

Handwritten signature and date "2-18-15" in the top right corner.

a. If to the City: City of Spring Hill, Kansas

401 North Madison Street

P.O. Box 424

Spring Hill, Kansas 66083

Attn: Glenda Gerrity, City Clerk

Email: gerrityg@springhillks.gov

b. If to Lineage: Lineage

11555 West 83rd Terrace

Lenexa, KS 66214

Attn: Tyler Jinks

Email: tjinks@trustlineage.com

6. For so long as this Service Agreement is in effect Lineage agrees to maintain insurance coverage in the nature and amounts of insurance shown in the attachment to this Addendum, and to provide City with evidence of such coverage in the manner required in the attachment.

CITY OF SPRING HILL MINIMUM INSURANCE REQUIREMENTS

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

- 1) **COMMERCIAL GENERAL LIABILITY:** A combined single limit of liability of \$1,000,000 Per Occurrence / \$2,000,000 Aggregate including products and completed operations, written on ISO occurrence form CG 0001 or its equivalent. Endorsements limiting contractual liability are not acceptable. Policy shall contain a “per job/per project” aggregate endorsement. If applicable, Pollution Liability must also be included or separate policy provided reflecting same limits.
- 2) **BUSINESS AUTOMOBILE LIABILITY:** A combined single limit of liability of \$1,000,000 Per Occurrence / Accident to apply to all owned, hired, and/or non-owned autos used in the completion of the contract.
- 3) **WORKERS COMPENSATION & EMPLOYERS LIABILITY:** Workers Compensation coverage should be statutory for the State of Kansas and apply to all workers involved in the work, including the owner, sole proprietor, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Employers Liability limits must be at least \$100,000/\$500,000/\$100,000.
- 4) **OTHER INSURANCE REQUIREMENTS:**
 - a. Contractor agrees to name the City as an additional insured on a primary basis, for ongoing and completed operations in its Commercial General Liability policy with respect to the work performed under the contract. The certificate of insurance must reflect this requirement.
 - b. Prior to commencing the work, Contractor’s insurance agent shall furnish the City with an acceptable Accord 25 (2010/05) Certificate of Insurance form containing the above required provisions and containing a provision that obligates the insurance company(ies) issuing such policies to notify the City in writing at least 30 days prior to any cancellation (10 days for non-payment of premium), non-renewal, or material alteration which would have an adverse effect on the coverage pertaining to this contract. This cancellation provision shall be indicated on the certificate of insurance. Certificate holder should be:
City of Spring Hill, Kansas
Attn: Natalie Lazenby, HR-
Risk Manager 401 N. Madison,
P.O. Box 424
Spring Hill, KS 66083
lazenbyn@springhillks.com
 - c. All insurance policies shall be written by insurance company (ies) acceptable to City and with a current A.M. Best’s Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas.
 - d. The fact that insurance is obtained by the Contractor shall not be deemed to release or diminish the liability of Contractor. Damages recoverable by City

shall not be limited by the amount of required insurance coverage.

- e. Contractor shall notify a City Department Manager as soon as possible after:
 - 1) Receiving notice of, or knowledge of, any demand, claim, lawsuit, or action arising out of the work performed, or
 - 2) Any bodily injury or property damage occurrence that could potentially lead to any claim or lawsuit.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: FEBRUARY 25, 2016
DATE: FEBRUARY 18, 2016

Consent Action Item

Issue: Facility Usage agreement with the YMCA of Greater Kansas City

Background: The City of Spring Hill opened its Aquatic Center in 2010 and has conducted swimming lessons at that facility through the 2014 season through Midwest Pool Management. Beginning in 2015, the YMCA has taught their certified swim program in our facility for group lessons. Aquatic Center staff continues to provide private lessons.

Analysis: The swim lesson program carries with it the reputation of the YMCA which has had a successful program for many years at multiple locations. Group lessons will be provided in two sessions providing eight lessons over the course of two weeks for each of the 36 classes offered. The agreement includes a cost per class and in the event that a class does not fill, the City will not be charged for these classes as long as proper notice is given. The agreement allows the flexibility of offering additional classes based on community interest. Lifeguards and a facility manager will be provided by the Aquatic Center during group swim lessons. Session 1 will be offered June 20 – July and session 2 will be offered July 11 – July 16.

Alternatives:

1. Approve the facility usage agreement with the YMCA.
2. Deny the facility usage agreement with the YMCA.
3. Table the issue and direct staff to further research.

Legal Review: This agreement has been reviewed and revised by City Attorney, Frank Jenkins.

Funding Review or Budgetary Impact: Aquatic Center expenses, including the cost of swim lessons through the YMCA, are paid from the Aquatic Center department budget within the general fund. Expenses related to this agreement will be offset by the revenues generated from class registration fees.

Recommendation: Staff recommends that the Council approve the facility usage agreement with the YMCA for the 2016 season.

Attachments:

- 1) Facility usage agreement

FACILITY USAGE AGREEMENT

THIS FACILITY USAGE AGREEMENT (the “**Agreement**”), dated as of _____, 2016 is made and between the **YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY** (the “**YMCA**”), a Missouri nonprofit corporation, and **THE CITY OF SPRING HILL , KANSAS, a Kansas municipal corporation** (the “**CITY**”). Said “**parties**” or a “**party**”, intending to be legally bound, and for the mutual benefits and good and sufficient considerations set out below, hereby agree as follows:

RECITALS:

- A. The CITY owns and operates a facility located in the City of Spring Hill, Kansas, known as the Spring Hill Aquatic Center (the “**Center**”) which includes a swimming pool and locker rooms (the “**Amenities**”), and the YMCA desires to utilize the Center for its YMCA Swim Lesson program during the 2016 swim season;
- B. The YMCA has provided continuous service to the Kansas City metropolitan community for more than 150 years in the areas of youth development, health living and social responsibility and is committed to strengthening the foundations of community by working closely with community leaders, program and member participants, and key partners;
- C. The primary purpose of the YMCA is to promote the spiritual, intellectual, social and physical welfare of all persons. To further promote the YMCA’s primary purpose in the area, the CITY has agreed to enter into an arrangement pursuant to which the YMCA will provide the YMCA Swim Lesson program during the 2016 swim season where participants may access the Center upon the terms and conditions set forth herein;

NOW, THEREFORE, in furtherance of the purposes set forth above, the parties hereto agree as follows:

- 1. **Grant to YMCA.** The CITY grants the YMCA the right to use the Amenities pursuant to a program schedule as it may be reasonably amended and agreed upon by the CITY and YMCA during the term of this Agreement.
- 2. **Scheduling.** Representatives of the CITY and the YMCA shall meet to determine the written schedules for the YMCA’s usage of the Amenities. The agreed upon schedules shall be in writing for the period beginning June 22, 2016 and ending July 29, 2016. Notwithstanding the above, the CITY shall not be required to operate the facility during hours different than the normal hours of operation.
- 3. **CITY Resources.** The CITY will manage and provide ample parking for all participants, parents, community attendees and associates for the YMCA’s use of the Amenities pursuant to this Agreement. The CITY is responsible to provide a 1:25 lifeguards to participant ratio (one (1) lifeguard to every twenty-five (25) participants) per YMCA policies and procedures. The CITY will provide all on-deck and locker-room supervision.

4. **YMCA Resources.** The YMCA will provide the YMCA Swim Lesson program instructors and materials for the duration of the session(s).
5. **Fees and cancellation exceptions.** For delivery of the YMCA Swim Lesson program, the City will pay the YMCA a fee totaling \$6,480 in two payments of \$3,240.00 each on June 22, 2016 and July 20, 2016. Total of 36 classes being offered. For each class cancelled three days in advance of the scheduled start date, a credit against the total fee will be applied in the amount of \$180.00
6. **Term and Termination.** The term of this Agreement shall commence upon date of signing and terminate July 30, 2016. The City and the YMCA agree that either party may terminate this Agreement, for any reasons or no reason at all, without penalty or liability by giving 60 days written notice. In the event of such termination, the CITY will pay the YMCA those fees earned to date of termination.
7. **Restriction on Use; Rules and Regulations.** The YMCA shall use the Amenities solely for the purposes of its programs described in Section 1 above and no other purposes. The usage of the Amenities by the YMCA shall be in such a manner so as not to interfere with the CITY operation of its business at the Center. Each party shall abide by all pertinent state and local statutes, ordinances and regulations.
8. **Indemnification.** The CITY shall defend, hold harmless and indemnify the YMCA and its affiliates, officers, employees, agents, and directors, from and against all claims, liabilities, costs, damages, expenses and attorneys' fees arising solely from the alleged negligent acts or omissions or willful misconduct of the CITY or its employees that occur while the CITY is fulfilling duties under this Agreement.

The YMCA shall defend, hold harmless and indemnify the CITY, its officers, employees, agents, Mayor and City Council members, from and against all claims, liabilities, costs, damages, expenses and attorneys' fees arising solely from the alleged negligent acts or omissions or willful misconduct of the YMCA or its agents, contractors or employees that occur while the YMCA is fulfilling its duties or the result from its participants use of the CITY's Center and Amenities under this Agreement.

Each party agrees to tender the defense of any such claim for which indemnification is sought to the other indemnifying party and agrees to reasonably cooperate fully with the indemnifying party in the defense of the claim. YMCA staff and participants will sign the standard YMCA participation waiver, and, if applicable, the standard Guest Waiver forms provided by the CITY. YMCA shall provide CITY a copy of all such signed waivers obtained by the YMCA.

9. **Insurance.** The YMCA shall obtain and provide insurance coverage with respect to activities of the YMCA contemplated under this agreement. The nature and amounts of such coverage are described in attached **Exhibit A**. Before June 1, 2016, the YMCA shall provide the CITY a Certificate of Insurance naming the CITY as an

additional insured. The Certificate of Insurance shall agree to provide the CITY at least ten (10) days prior written notice of any terminations, cancellations, lapse, or material alteration in coverage.

10. Insurance Procured by CITY. The CITY shall obtain and provide insurance coverage with respect to activities of the CITY contemplated under this agreement. The nature and amounts of such coverage are described in attached **Exhibit B**. Before June 1, 2016, the CITY shall provide the YMCA a Certificate of Insurance naming the YMCA as an additional insured. The Certificate of Insurance shall agree to provide the YMCA at least ten (10) days prior written notice of any terminations, cancellations, lapse, or material alteration in coverage.

11. Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The CITY and the YMCA each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) days after it is requested in writing or it shall be deemed given.

12. Default; Cure Rights; Remedies. In the event either party fails to perform any of its obligations under this Agreement for a period of ten (10) days after written notice from the other party describing such failure, without further notice the non-performing party shall be deemed in default hereunder and the other party shall have such rights and remedies as are provided at law and equity generally for the type of default in question.

13. Force Majeure. If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonable prompt notice thereof is given to the other party. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably

within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions. Provided, however, that this Section shall not be applicable to payments of monies due under this Agreement.

- 14. Notices.** All notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be hand delivered, or sent by registered or certified mail, electronic mail or by a recognized overnight delivery service such as Federal Express, as follows:

If to the Commission: City of Spring Hill, Kansas
401 N. Madison, Room 18
P.O. Box 424
Spring Hill, KS 66083
Attn: Glenda Gerrity, City Clerk
Email: gerrity@springhillks.gov

If to the YMCA: YMCA of Greater Kansas
3100 Broadway, Suite 1020
Kansas Commission, MO 64111
Attn: Chief Operating Officer, Kelli McClure
Email: kellimcclure@kansascityymca.org

Notices shall be deemed duly given upon hand delivery, or upon mailing, first class postage or overnight delivery charge prepaid, addressed as above indicated.

- 15. General Provisions.** This Agreement constitutes the complete understanding between the parties regarding the subject matter hereof, superseding all prior and contemporaneous understandings and agreements between them, oral and written, on the same subject. This Agreement shall be construed in accordance with the laws of the State of Kansas except those pertaining to conflicts of law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights or interests under this Agreement without the prior written consent of the other party. Should any part, term or provision of this Agreement be declared illegal or in conflict with any law, rule, or regulation, the validity of the remaining portion, terms, or provisions shall not be affected thereby. The Recitals set forth at the beginning of this Agreement are true and correct and an important part of this Agreement and shall be given full force and effect. The captions at the beginning of Sections are used for convenience only and are not to be used in attempting to construe any part of this Agreement. None of the provisions of this Agreement may be amended without the written consent of both parties. Any waiver by a party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound. Each person executing this Agreement is a representative and warrants and represents that such person has the authority to do so and will furnish proof of such authority in

customary form upon request of the other party. This Agreement may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. In proving or enforcing this Agreement, it shall only be necessary to produce one such counterpart executed by the party against whom enforcement is sought.

- 16. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and this Agreement and related documents (including signatures of parties to this Agreement and related documents) may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- 17. Optional Evidence of Execution.** Each party may enter into this Agreement by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Agreement as soon as reasonably possible thereafter.
- 18. Venue; Attorneys' Fees.** Any litigations 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 litigation.
- 19. Compliance with Kansas Act Against Discrimination and Other Discrimination Laws.** To the extent applicable, with respect to all services and activities to be performed by either party under this Agreement, each party agrees to comply with requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Each party further agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Each party agrees to indemnify and hold the other harmless from any failure by a party to comply with all such requirements with respect to performance of the services and activities contemplated under the Agreement.
- 20. Application of Kansas Tort Claim 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 the Act. The CITY shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to the YMCAS or to third parties.
- 21. Relationship of the Parties:** The CITY and the YMCA are separate entities. Nothing in this Agreement shall be constructed to create or imply an agency, participation or joint venture between the parties hereto, nor shall any CITY Council member, Mayor, officer, director, employee or agent of either party be deemed to be a CITY Council

member, Mayor, officer, director, employee or agent of the other party for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

“CITY”
CITY OF SPRING HILL, KANSAS, a municipality
organized under the State of Kansas

Signed: _____
Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

“YMCA”
YOUNG MEN’S CHRISTIAN ASSOCIATION OF
GREATER KANSAS CITY, a Missouri nonprofit
corporation and Charitable Organization

Signed: _____

Printed: _____

Title: _____

EXHIBIT A

Insurance Coverage to be Provided by YMCA

We require that you provide us with evidence of insurance with the minimum requirements outlined below:

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

Above coverage to include abuse and molestation. The City of Spring Hill and Spring Hill Recreation Commission are to be named as additional insured on a primary basis.

Employment Practices Liability (Including third party coverage)

Each Claim and Aggregate	\$1,000,000
--------------------------	-------------

Above coverage to include third party discrimination and harassment, including sexual harassment.

Workers Compensation and Employer's Liability

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

Umbrella Liability

Each Occurrence and Aggregate	\$2,000,000
-------------------------------	-------------

Above coverage to include abuse and molestation. The City of Spring Hill and Spring Hill Recreation Commission are to be named as additional insured on a primary basis.

Umbrella Liability

Each Occurrence and Aggregate \$2,000,000

Property

Property of Others in Your Care, Custody & Control \$ n/a

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: RICHARD C. MANN, CHIEF OF POLICE
MEETING DATE: FEBRUARY 25TH, 2016
DATE: FEBRUARY 18TH, 2016

Formal Action: Authorize the mayor to sign the Memorandum of Understanding with the Kansas Highway Patrol involving the Commercial Vehicle Safety Alliance (CVSA) program

Issue: Spring Hill police department does not have a current memorandum of understanding with the new changes that the Kansas highway patrol is implementing to all commercial vehicle safety alliance officers. These officers, are highly trained to inspect commercial vehicles that drive on our city streets and highways.

Background: The Spring Hill police department has had a CVSA inspector on the force for several years. Their purpose is to educate and enforce laws on commercial vehicles. To investigate accidents involving commercial vehicles on the commercial vehicle itself. In order for the officer to keep their certification as a CVSA inspector, they must inspect 32 commercial vehicles during the federal fiscal year.

Analysis: The Kansas Highway patrol has changed the format on inspections. Instead of inspecting 32 commercial vehicles in the federal fiscal year, the officer must inspect 8 commercial vehicles per quarter. This allows for consistency in the state and requirements from the state legislation.

Alternatives: The Governing Body may approve, deny, table issue for further review.

Legal Review: City Attorney Frank Jenkins has reviewed and approved the general agreement

Funding Review or Budgetary Impact: N/A

Recommendation: Staff recommends the city council authorize the mayor to sign the new memorandum of understanding general agreement with the Kansas Highway Patrol Motor Carrier Safety Assistance Program.

Attachments: Kansas Highway Patrol Memorandum of Understanding between the Kansas Highway Patrol and Spring Hill Police Department general agreement

122 S. W. 7th Street
Topeka, KS 66603



Phone: (785) 296-6800
Fax: (785) 296-5956
www.kansashighwaypatrol.org

Mark A. Bruce, Superintendent

Sam Brownback, Governor

700 SW Jackson
STE 704
Topeka, KS 66603

February 11, 2016

Chief Richard C. Mann
Spring Hill Police Department
418 E. Nichols Street
Spring Hill, KS 66083

Dear Chief Mann,

It has been determined by Troop I, that your agency does not have a current Memorandum of Understanding (MOU) with the Patrol's MCSAP unit for the enforcement of commercial vehicle regulations. The current MOU contains a new requirement for local inspectors to perform a minimum of 8 inspections per Federal Fiscal Year (FFY) quarter. This change is a direct result of complaints from the state legislature and the need for our inspection program to be more consistent across the state, as many local inspectors were completing their required 32 inspections in the last month of the FFY.

Please find enclosed a Memorandum of Understanding and supporting enclosures reference your agency's participation in CVSA certified commercial vehicle inspections. The Federal Motor Carrier Safety Administration requires this when an agency other than the state designated lead agency, The Kansas Highway Patrol, performs commercial vehicle inspections under CVSA certification and guidelines.

The signatory for your agency needs to be at the least the supervisor or department head immediately over the officer(s) conducting the inspections. Once signed, the original Memorandum needs to be returned to me at the above listed address.

If you have any questions, please feel free to contact me at 785-296-7189.

Sincerely,

Mark A. Bruce, Superintendent

THOMAS CATANIA, Lieutenant
Troop I, Topeka

cc: Major Mark Goodloe
Captain Christopher Turner
file



MEMORANDUM OF UNDERSTANDING

Between The

Kansas Highway Patrol

And The

Spring Hill Police Department

General Agreement

In order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection resources; to avoid duplication of effort and to expand the number of inspections performed; to advance uniformity of inspection; and to minimize delays in schedules incurred by industry inherent to this type of enforcement activity, the undersigned parties enter into this Memorandum of Understanding.

In recognition of the many agencies – federal, state, county, and city – engaged in the inspection of commercial motor vehicles, their drivers, and cargo within Kansas; and the need for basic delineation of routine responsibility, it is agreed:

- The Kansas Highway Patrol Motor Carrier Safety Assistance Program (MCSAP) personnel will inspect vehicles operating over public highways and at carrier terminal facilities.
- Other allied agencies will, as a routine practice, confine inspection activities to vehicles operating over public highways.
- The Kansas Highway Patrol MCSAP Commander may solicit allied agencies to participate in consolidated efforts during “special” roadside inspection activities and training programs. If solicited, participation will be at the allied agencies’ discretion.

Memorandum of Understanding

Page Two

Signatories to this Memorandum agree that their authorized inspection representatives (CVSA certified inspectors) will implement procedures in accordance with minimum standards contained herein.

In order to advance uniformity in the inspection of commercial motor vehicles and their operators, parties to this Memorandum of Understanding agree to adopt the North American Uniform Inspection Procedure and Out-of-Service Criteria as changed and adopted in accordance with CVSA by laws and the MCSAP commander.

See Attachment 1 (CVSA Inspection Procedures)

See Attachment 2 (Out-of-Service Criteria)

In order to further the goal of reducing fatality, injury, and property damage crashes involving commercial motor vehicles; parties to this Memorandum of Understanding agree to follow the Kansas Highway Patrol and Kansas Corporation Commissions Civil Assessment Program Policy as amended for allied agencies.

See Attachment 3 (Civil Assessment Program Policy)

In order to better implement and maintain the standards and agreements contained in this Memorandum of Understanding, and to effectively administer the MCSAP state enforcement plan, the Kansas Highway Patrol MCSAP unit agrees to:

- Train, retrain (through annual recertification and as necessary or desirable), test, and certify the inspectors from the Spring Hill Police Department as per the agreement between Kansas Highway Patrol MCSAP unit and CVSA.
- Supply Vehicle Inspection Forms, Out of Service Stickers, CVSA decals (if CVSA Level I Certified), Federal Motor Carrier Safety Regs. (as updated for KHP personnel), Federal Haz. Mat. Regs. (if CVSA HM Certified and as updated for KHP personnel), and CVSA Uniform Out-of-Service Criteria.
- Assist in the vehicle inspection challenge/complaint resolution process.
- Supply SafetyNet data input for CVSA inspections completed by the Spring Hill Police Department.
- Act as liaison between allied agencies and the commercial motor vehicle industry reference the Civil Assessment Program.

Memorandum of Understanding
Page Three

Pursuant to the Governor's directive, the Kansas Highway Patrol will function as the lead agency for purposes of administering participation in the Surface Transportation Assistance Act and to insure the state's compliance, including its participating political subdivisions, with the terms and conditions contained therein. The Spring Hill Police Department further agrees to the following conditions:

- Inspections will only be conducted by CVSA certified inspectors. Said inspections shall be conducted in accordance with the CVSA Inspection Procedures (See Attachment 1).
- **A minimum of 8 inspections per Federal Fiscal Year (FFY) quarter** shall be completed by each local inspector.
- When performing inspections as described herein, said inspections shall be documented on forms provided by the Kansas Highway Patrol and approved by the MCSAP commander.
- When issuing infraction or misdemeanor Notices to Appear (NTA) for out of service violations, separate NTA numbers and/or identifiers will be clearly indicated for each out of service violation for which an NTA was issued.
- Completed inspection documents shall be forwarded to the Kansas Highway Patrol MCSAP SafetyNet coordinator daily for processing and final compliance.
- The Spring Hill Police Department shall follow the vehicle inspection challenge/complaint resolution guidelines as set forth in attachment 4 (Local Agency Commercial Vehicle Inspection Challenge/Complaint Resolution Process).

State of Kansas
Kansas Highway Patrol

Spring Hill Police Department

MCSAP Commander/Designee Date

Department Representative Date

INTEROFFICE MEMORANDUM

TO: GOVERNNING BODY- CITY OF SPRING HILL
FROM: RICHARD C. MANN- CHIE FOF POLICE
SUBJECT: 2016 FOREFTTURE FUND REPORT
DATE: FEBRUARY 25, 2016
CC: JONATHAN ROBERTS

This report is to provide the governing body information on the forfeiture funds that the Spring Hill Police Department collected and utilized in the year of 2015.

KSA 60-4117(d)(2) states: “If the law enforcement agency is a city or county agency, the entire amount shall be deposited in such city or county treasury and credited to a special law enforcement trust fund. Each agency shall compile and submit annually a special law enforcement trust fund report to the entity which has budgetary authority over such agency and such report shall specify, for such period, the type and approximate value of the forfeited property received, the amount of any forfeiture proceeds received, and how any of those proceeds were expended.”

This report will provide the required information for your review and knowledge of what was forfeited and the items that were purchased with these funds. When forfeited funds are collected, they are sent to Finance Director, Ms. Landis for processing and placed in a “special law enforcement” fund.

The information listed on this page was supplied by the Finance department;

Revenues:

Date	Per	Jrn]	Received From/Reference	Additional Reference	Receipt #	Amount
1/27/16	1	16	RM2339 ST OF KS-DRUG TAX DISTRIBUTION	MISCELLANEOUS	336709	93.59
7/30/15	7	15	RM 936 Law Enforcement Fund	MISCELLANEOUS	323813	1080.00
4/09/15	4	15	RM9955 Shawn Pavone	MISCELLANEOUS	314921	5500.00
4/09/15	4	15	RM9955 Shawn Pavone	MISCELLANEOUS	314920	2064.00
4/25/14	4	14	RM7514 State of Kansas	MISCELLANEOUS	288277	157.50
1/31/14	1	14	RM7122 STATE OF KANSAS DEPT OF ADMIN	MISCELLANEOUS	281114	45.00
8/31/10	8	10	GL2364 2Q2010 DRUG TAX	2Q2010 DRUG TAX		235.31
TOTAL:						9175.40

Interest:

Date	Per	Jrnl	Received From/Reference	Additional Reference	Receipt #	Amount
12/31/15	12	15	GL3765 12/15 INTEREST	DEC 2015 INTEREST		.17
11/30/15	11	15	GL3711 11/15 INTEREST	NOVEMBER INTEREST		.17
10/31/15	10	15	GL3732 10/15 INTEREST	OCT 2015 INTEREST		.17
9/30/15	9	15	GL3730 09/15 INTEREST	SEPT 2015 INTEREST		.21
8/31/15	8	15	GL3704 08/15 INTEREST	AUGUST INTEREST		.28
7/31/15	7	15	GL3699 07/15 INTEREST	JULY 15 INTEREST		.37
6/30/15	6	15	GL3670 06/15 INTEREST	JUNE 15 INTEREST		.34
5/31/15	5	15	GL3662 05/15 INTEREST	MAY 15 INTEREST		.31
4/30/15	4	15	GL3643 04/15 INTEREST	APRIL 15 INTEREST		.31
3/31/15	3	15	GL3771 03/15 INTEREST	MAR 2015 INTEREST		.02
3/31/15	3	15	GL3702 06/15 INTEREST	MARCH 15 INTERE		.02-
3/31/15	3	15	GL3671 06/15 INTEREST	MARCH 15 INTEREST		.02
2/28/15	2	15	GL3624 02/15 INTEREST	FEB 15 INTEREST		.02
1/31/15	1	15	GL3617 01/15 INTEREST	JANUARY 15 INTEREST		.02
12/31/14	12	14	GL3584 12/14 INTEREST	DECEMBER INTEREST		.02
11/30/14	11	14	GL3514 11/14 INTEREST	NOV 14 INTEREST		.02
10/31/14	10	14	GL3509 10/14 INTEREST	OCTOBER 14 INTEREST		.02
9/30/14	9	14	GL3470 09/14 INTEREST	9/14 INTEREST		.02
8/29/14	8	14	GL3500 08/14 INTEREST	08/14 INTEREST		.02-
8/29/14	8	14	GL3454 08/14 INTEREST	08/14 INTEREST		.02
8/12/14	7	14	GL3427 07/14 INTEREST	07/14 INTEREST		.03
6/30/14	6	14	GL3415 06/14 INTEREST	06/14 INTEREST		.02
5/31/14	5	14	GL3413 06/14 INTEREST	06/14 INTEREST		.02-
5/31/14	5	14	GL3411 06/14 INTEREST	06/14 INTEREST		.02
5/31/14	5	14	GL3410 05/14 INTEREST	05/14 interest		.03
4/30/14	4	14	GL3351 04/14 INTEREST	04/14 interest		.02
6/10/14	3	14	GL3309 03/14 INTEREST	03/14 interest		.02
2/28/14	2	14	GL3299 02/14 INTEREST	02/14 interest		.01
5/19/14	1	14	GL3284 01/14 INTEREST	01/14 interest		.01
12/31/13	12	13	GL3253 12/13 INTEREST	12/13 INTEREST		.01
11/30/13	11	13	GL3254 11/13 INTEREST	11/13 INTEREST		.01
10/31/13	10	13	GL3236 10/13 INTEREST	10/13 INTEREST		.01
9/30/13	9	13	GL3229 09/13 INTEREST	09/13 INTEREST		.01
8/31/13	8	13	GL3213 08/13 INTEREST	08/13 INTEREST		.01
7/31/13	7	13	GL3191 07/13 INTEREST	07/13 INTEREST		.01
6/30/13	6	13	GL3158 06/13 INTEREST	06/13 INTEREST		.01
5/31/13	5	13	GL3121 05/13 INTEREST	05/13 INTEREST		.01
4/30/13	4	13	GL3120 04/13 INTEREST	04/13 INTEREST		.01
3/31/13	3	13	GL3084 03/13 INTEREST	03/13 INTEREST		.01
2/28/13	2	13	GL3079 02/13 INTEREST	02/13 INTEREST		.01
1/31/13	1	13	GL3064 01/13 INTEREST	01/13 INTEREST		.02
12/31/12	12	12	GL2999 12/12 INTEREST	12/12 INTEREST		.03
11/30/12	11	12	GL2979 11/12 INTEREST	11/12 INTEREST		.03
TOTAL:						2.80

Expenditures:

Date	Per	Jrnl	Reference	Other Information	Amount	PO #	Invoice #	Check #
2/04/16	2	16	AP 37 UNIFORMS	ALAMAR UNIFORMS	392.67		497228	215869
12/29/15	12	15	AP9988 UNIFORMS	ALAMAR UNIFORMS	346.95		497961	215704
12/29/15	12	15	AP9988 BP VEST	ALAMAR UNIFORMS	353.70		495995	215704
10/16/15	10	15	AP9832 UNIFORMS	VISA	1069.05		150110	1282870
8/20/15	8	15	AP9645 UNIFORMS	ALAMAR UNIFORMS	17.99		484274	215071
8/20/15	8	15	AP9645 UNIFORMS	ALAMAR UNIFORMS	178.62		484261-01	215071
8/20/15	8	15	AP9645 UNIFORMS	ALAMAR UNIFORMS	87.54		484261	215071
8/20/15	8	15	AP9645 UNIFORMS	ALAMAR UNIFORMS	318.00		478944-02	215071
8/20/15	8	15	AP9645 UNIFORMS	ALAMAR UNIFORMS	2399.70		478944-01	215071
TOTAL:					5164.22			

The items purchased in the expenditure box were for outside carrier's vests and equipment that goes with them.

Date	Per	Jrnl	Reference	Other Information	Amount	PO #	Invoice #	Check #
4/10/15	4	15	AP9513 ASSET FORFEITURE	JO CO DISTRICT	1134.60		152303	76345
TOTAL:					1134.60			

This box describes the funds that were sent to the Johnson County District Court for their share of forfeited funds on a joint case that we worked.

This is our remaining balance of forfeited funds.

Cash Balance: \$2,879.38

Thank you for your time,

Respectfully,

Richard C. Mann
Chie of Police

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JOHN BRANN
MEETING DATE: 02-25-16
DATE: 02-18-16

Consent/Formal Action/ Discussion Item: Consent

Issue: Staff is seeking City Council award of the contract for the construction of Phase III of the Wilson Street Storm Sewer Project.

Background: On January 28, 2016, the City Council accepted the bid of Linaweaver Construction, Inc. in the amount of \$432,087.00. As a result of accepting their bid, Linaweaver Construction, Inc. was instructed to submit final contract documents for review and approval prior to the February 25, 2016 City Council meeting. See the attached signed contract documents.

Analysis: The low bid of \$432,087.00 is 5.07% below the engineer's estimate of \$455,150.00. The city has secured the necessary funds to construct this project through the Johnson County SMAC program and temporary notes.

Alternatives: Award the contract to Linaweaver Construction, Inc. in the amount of \$432,087.00 or reject the contract and rebid the project.

Legal Review: The signed contract documents submitted by Linaweaver Construction, Inc. were submitted, reviewed and approved by the city attorney with one exception. The status of the residency of the surety company is still in question. If they are not registered to do business in Kansas, we may need an appointment of process agent form submitted and included in the final documents. The Certificate of Insurance was reviewed and approved by Kevin O'Brien, the City's insurance agent.

Funding Review or Budgetary Impact: This recommendation is being presented in accordance with Section 3 of the Spring Hill Purchasing Policy. This project is being funded by the Johnson County Storm Water Management Program (75%) and the City of Spring Hill (25%). Attached find a copy of the current budget based on the bid received from Linaweaver Construction, Inc. The city's cost for this project will range from a minimum of \$130,665.50 (no contingencies used) to a maximum of \$149,875.00 (all contingencies used). The city's share is being funded by temporary notes that will be repaid through property taxes.

Recommendation: We recommend award of the construction contract to Linaweaver Construction, Inc. in the amount of \$432,087.00.

Attachments: Signed contract documents, Certificate of Insurance and Final Budget.

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between **THE CITY OF SPRING HILL, KANSAS** (hereinafter called OWNER) and **LINAWEAVER CONSTRUCTION, INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Nichols/Race Street Stormwater Improvements

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

A unit price contract for the construction of approximately 1,981 LF of 15" through 42"x29" CSP storm sewer pipe, approximately 337 LF of 6" and 8" water main relocation, inlets, junction boxes, rip rap, valves, fitting and appurtenant work.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Ponzer-Youngquist, P.A., Consulting Engineers and Land Surveyors, 227 E. Dennis Ave., Olathe, Kansas 66061 who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for

delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 350.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.01.A below:

- A. For all Work, a Bid Price of \$432,087.00 based on unit prices stated in CONTRACTOR'S Bid.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 90 % of Work completed (with the balance being retainage).
- b. 90 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 90 % of ENGINEER'S estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – (BLANK ARTICLE)

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages **1 to 5**, inclusive);
2. Performance Bond (pages **1 to 2**, inclusive);
3. Maintenance Bond (pages **1 to 2**, inclusive);
4. Statutory Bond (pages **1 to 2**, inclusive);
5. Certificate of Nondiscrimination and Affirmative Action (pages **1 to 2**, inclusive);
6. General Conditions (pages **1 to 44**, inclusive);
7. Supplementary Conditions (pages **1 to 8**, inclusive);
8. Specifications as listed in the table of contents of the Project Manual;

9. Drawings consisting of a cover sheet and sheets numbered **1 through 16**, inclusive, with each sheet bearing the following general title: **NICHOLS/RACE STREET STORMWATER IMPROVEMENT**;

10. Addenda (numbers **1 to 2**, inclusive);

11. Exhibits to this Agreement (enumerated as follows):

a. Notice to Proceed ;

b. CONTRACTOR's Bid (pages **1 to 8**, inclusive);

c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);

d. _____;

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Written Amendments;

b. Work Change Directives;

c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR,

who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, ENGINEER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2016 (which is the Effective Date of the Agreement).

OWNER:

CITY OF SPRING HILL, KANSAS

By: _____
Steven M. Ellis, Mayor

[CORPORATE SEAL]

Attest _____

Address for giving notices:

401 N. Madison, P.O. Box 424
Spring Hill, Kansas 66083
PH: 913-592-3664 FAX: 913-592-5040

If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: **Glenda Gerrity**

Title: **City Clerk**

Address: **401 N. Madison, P.O. Box 424**

Spring Hill, Kansas 66083

Phone: **913-592-3664**

Facsimile: **913-592-5040**

Email: **glenda.gerrity@springhillks.gov**

CONTRACTOR:

LINAWEAVER CONSTRUCTION, INC.

By: Mark Linaweaver
Mark Linaweaver, Vice President

[CORPORATE SEAL]

Attest Glenda Gerrity

Address for giving notices:

719 Gilman Road
Lansing, Kansas 66043
PH: 913-351-3474 FAX: 913-351-2749

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: **Mark Linaweaver**

Title: **Vice President**

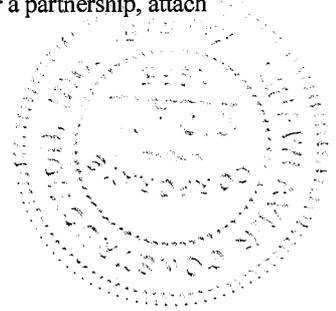
Address: **719 Gilman Road**

Lansing, Kansas 66043

Phone: **913-351-3474**

Facsimile: **913-351-2749**

Email: **mark@linaweaver.com**



CERTIFICATE OF NONDISCRIMINATION AND AFFIRMATIVE ACTION

Unless the contractor employs fewer than four (4) employees during the term of its contract, or its contracts with the City of Spring Hill cumulatively total \$5,000 or less during the fiscal year of the City of Spring Hill, then the undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1030a(a)(1) through (5) which read as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or similar phrase to be approved by the commission;
- (3) If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provision of Section 44-1031 of this act, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (1) through (4) inclusively of the present section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate certifies to the City of Spring Hill, Kansas, that the contractor has filed or upon request will file the necessary reports required in Subsection (3) of K.S.A. 44-1030(a) quoted above and which are available from the Kansas Commission on Civil Rights, or in lieu of said report, has submitted a copy of his "Federal Exemption" form.

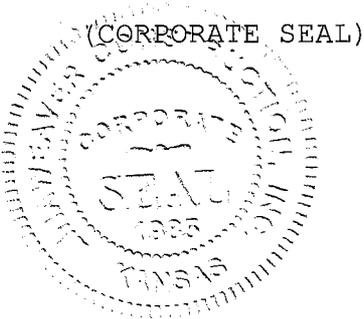
Signing of this certificate also acknowledges inclusion of the requirements of K.S.A. 44-1030(a) as set forth in subsections (1) through (4) of this present section in the base contract and its inclusion in all future subcontracts.

DATE: FEBRUARY 2, 2016

Linaweaver Constructon, Inc.
719 Gilman Road
Lansing, Kansas 66043

By: Mark J. Linaweaver
Mark Linaweaver

Vice President
(Official Title of Signer)



Alscott, Inc.
Surety Bonds
24901 Woodland Circle
Lee's Summit, MO 64086

Phone (816) 537-0312
Fax (816) 537-0441

February 1, 2016

Linaweaver Construction, Inc.
Mark Linaweaver
719 Gilman Rd
Lansing, KS 66043

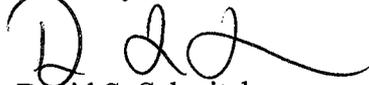
RE: Project: Nichols/Race Street Stormwater Improvements Project SW-22-004
Bond No. KSC67198
Obligee: City of Spring Hill, Kansas

Dear Mr. Linaweaver,

Please let this letter serve as authorization to date the bonds and powers of attorney for the above captioned bonds. This authority may be extended by you to the owner, architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



David S. Salavitch

Attorney in fact, Merchants Bonding Company (Mutual)

PERFORMANCE BOND**City of Spring Hill, Kansas**

KNOW ALL MEN BY THESE PRESENTS, that we, **LINAWEAVER CONSTRUCTINON, INC.** of 719 Gilman Road, Lansing, Kansas 66043, hereinafter referred to as the Principal, as Principal, and Merchants Bonding Company (Mutual) with general offices in the City of West Des Moines, IA, a corporation duly organized and existing under the laws of the State of Iowa and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the City of Spring Hill, Kansas, hereinafter referred to as the Obligee, in the penal sum of **Four Hundred Thirty-Two Thousand Eighty-Seven and 00/100 Dollars (\$432,087.00)** (100% of the contract price) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has, on the _____ day of _____, 2016, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, for the completion of improvements relating to **Nichols/Race Street Stormwater Improvements**.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Obligee for completing the agreement in

accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the agreement and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement, or the work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 2016.

Linaweaver Construction, Inc.
719 Gilman Road
Lansing, Kansas 66043
Principal

By: Mark Linaweaver
Mark Linaweaver

(SEAL)

Vice President
Official Title

Surety Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, IA 50266-7754

By: David S. Salavitch
Attorney-in-Fact David S. Salavitch

By: Not Required
Kansas Agent

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David S Salavitch; Luke P Sealer; Robert L Cox II

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015



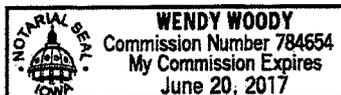
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

MAINTENANCE BOND

City of Spring Hill, Kansas

KNOW ALL MEN BY THESE PRESENTS, that we, **LINAWEAVER CONSTRUCTION, INC.** of **719 Gilman Road, Lansing, Kansas 66043**, hereinafter called the Principal, as Principal, and _____

Merchants Bonding Company (Mutual)
of West Des Moines, IA a Corporation duly organized and existing under the laws of the State of Iowa, and authorized to do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Spring Hill, a municipal corporation of the state of Kansas, hereinafter called the Obligee, in the penal sum of **Four Hundred Thirty-Two Thousand Eighty-Seven and 00/100 Dollars (\$432,087.00)** 100% of the certified estimate) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, on the _____ day of _____, 2016, the Principal entered into a written agreement for completion of improvements relating to **Nichols/Race Street Stormwater Improvements**, with the Obligee for the construction, reconstruction or repair of certain public improvement(s) as designated and described in the said agreement; and

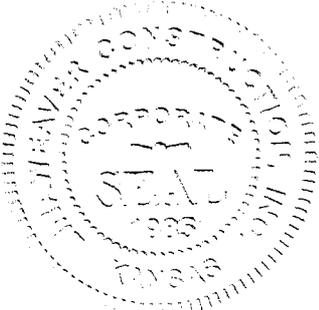
WHEREAS, it was a condition of the contract award by the Obligee that these presents be executed by the Principal and Surety aforesaid; and

WHEREAS, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of **two (2) years** beginning on the date the Obligee so accepts said work, said date being the formal acceptance date of each authorization.

NOW THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Obligee against all damages, losses and expenses which may

occur to Obligee, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction, reconstruction or repair of said public improvement(s); and shall guarantee the above work for a period of two (2) years from date formal acceptance, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2016.



Linaweaver Construction, Inc.
719 Gilman Road
Lansing, Kansas 66043

Principal

By: Mark Linaweaver
Mark Linaweaver

(SEAL)

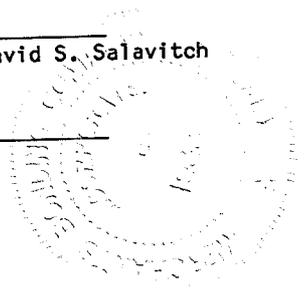
Vice President

Official Title

Surety Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, IA 50266-7754

By: David S. Salavitch
Attorney-in-Fact David S. Salavitch

By: Not Required
Kansas Agent



MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David S Salavitch; Luke P Sealer; Robert L Cox II

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

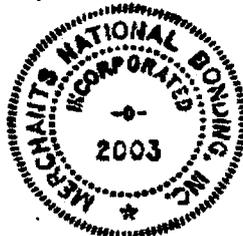
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



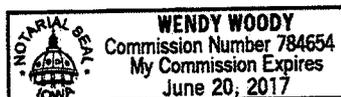
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Rock County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

**STATUTORY BOND
(K.S.A. 60-1111)
City of Spring Hill, Kansas**

KNOW ALL MEN BY THESE PRESENTS LINAWEAVER CONSTRUCTION, INC., of 719 Gilman Road, Lansing, Kansas 66043, as Principal, and Merchants Bonding Company (Mutual) a Corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Kansas, as Surety are firmly held bound unto the State of Kansas in the penal sum of **Four Hundred Thirty-Two Thousand Eighty-Seven and 00/100 Dollars (\$432,087.00)** lawful money of the United States, for payment of which sum well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally by these presents. Signed, sealed and delivered at _____ this _____ day of _____, 2016.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS: Said Principal has entered into a written Contract with **CITY OF SPRING HILL, KANSAS** (hereinafter called the "Owner") dated _____, 2016, for the construction of the following described improvements:

NICHOLS/RACE STREET STORMWATER IMPROVEMENTS

NOW THEREFORE, if the said Principal or the Subcontractors of said Principal shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection within or about the construction or making of the above described improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements this obligation shall be void; otherwise it shall remain in full force and effect.

The said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract or to the specifications.

LINAWEAVER CONSTRUCTION, INC.
719 Gilman Road
Lansing, Kansas 66043

Principal

By: 

Mark Linaweaver

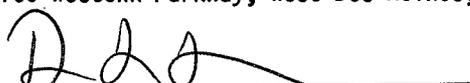
(SEAL)

Vice President

Official Title

Surety

Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, IA 50266-7754

By: 

Attorney-in-Fact David S. Salavitch

By: Not Required

Kansas Agent

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David S Salavitch; Luke P Sealer; Robert L Cox II

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015



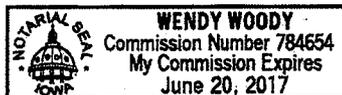
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

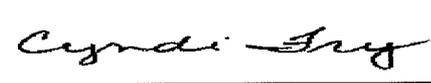
PRODUCER The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009	CONTACT NAME: Cyndi Fry PHONE (A/C No. Ext): (913) 682-1234 E-MAIL ADDRESS: cyndi.fry@reillyinsurance.com	FAX (A/C No.): (913) 682-8136
	INSURER(S) AFFORDING COVERAGE	
INSURED Linaweaver Construction, Inc. 719 E. Gilman Rd. Lansing KS 66043	INSURER A: Allied/Nationwide Mutual NAIC # 42579	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ACP 7221325678	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Additional Insd					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		ACP 7221325678	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$ 4,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	ACP 7221325678	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ACP 7221325678	6/30/2015	6/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment		ACP 7221325678	6/30/2015	6/30/2016	Limit \$327,000
	Installation Floater		ACP 7221325678	6/30/2015	6/30/2016	Limit \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Nichols/Race Stormwater Improvements. City of Spring Hill, its officers, employees, Mayor, City Council Members, volunteers, agents, Engineer and respective officers, directors employees and agents Kansas is named as primary, non-contributory additional insured including products and completed operations where required by written contract. Waiver of Subrogation is included where required by written contract and allowed by law. 30 day notice applies. Additional insured forms are attached.

CERTIFICATE HOLDER City of Spring Hill, Kansas 401 N. Madison Street Spring Hill, KS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Cyndi Fry/CYNDI 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT

INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** - The most we will pay for "loss" arising out of any one "occurrence" is \$ 10,000.
3. **Section V Definitions** the following is added:

"Loss" means unintentional physical damage or destruction to tangible property, including theft or disappearance. Tangible property does not include money or securities.

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** - The most we will pay for "loss" arising out of any one "occurrence" is \$1500.
3. For the purpose of this extended coverage the following definition is added to **Section V – Definitions**:

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, exclusion **g. Aircraft, Auto Or Watercraft Paragraph (2) (a)** is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, exclusion **j. Damage to Property** is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.
- b. Paragraph (4) is deleted in its entirety and replaced with:
 - (4) Personal property in the care custody or control of the insured:
 - (a) for storage or sale at premises you own, rent or occupy; or
 - (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or
- (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for "property damage" provided by this coverage in any one "occurrence" is \$5,000.
3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage to Premises Rented to You** is not otherwise excluded, exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$300,000.

3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** paragraphs 1.b and 1.d. are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** paragraph 3.a. is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to:

1. Any person(s) or organization(s) described in Paragraph 2. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment expires.

- b. Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance or use of that part of the premises you own, rent, lease or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- c. State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- d. Owners, Lessees, or Contractors** – with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or survey services, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering or surveying services.
- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insureds **a. – d.** described above:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. Primary and Noncontributory – Other Insurance Conditions

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Employee Bodily Injury To Another Employee
Under **Section II – Who Is An Insured** The following is added to paragraph **2.a.(1)**:

Paragraphs **2.a.(1) (a), (b) and (c)** do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under **Section II – Who Is An Insured** The following is added to paragraph **2.:**

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under **Section III – Limits Of Insurance** the following is added to paragraph **2:**

The General Aggregate Limit under **Section III Limits of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to paragraph **2:**

The General Aggregate Limit under **Section III Limits of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, The following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit condition**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in **paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in **paragraph e.** above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, **6. Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all

hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer of Rights of Recovery Against Others to Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, **10. Liberalization** the following paragraph is added:

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** definition 3. Is replaced with:

3. "Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT COMMERCIAL CONTRACTORS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. The written contract or written agreement must be:
1. Valid and legally enforceable;
 2. Currently in effect or becoming effective during the term of this policy; and
 3. Executed prior to an "occurrence" resulting in "bodily injury", "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is further limited as follows:
1. That person or organization is an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" for the additional insured which is the subject of the written contract or written agreement.
 2. If we insured the Named Insured for more than one annual policy period:
 - a. Only the policy in effect at the time the "bodily injury," "property damage", or "personal and advertising injury" first occurs will apply;
 - b. "Bodily injury", "property damage", or "personal and advertising injury", first occurs when it is initially discovered by any person;
 - c. Any continuation, progression, change or resumption of "bodily injury", "property damage", or "personal and advertising injury" will be deemed to be one occurrence;
 - d. Our limit of liability will not exceed the Limits of Insurance for one annual policy period.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** does not apply to "bodily injury" or "property damage" caused in whole or in part by the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" caused in whole or in part by the "products-completed operations hazard" such coverage will not apply beyond the period of time required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to:
"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
 - c. Defects in design or specifications furnished by the additional insured or its "employees".
 5. We have no duty to defend or indemnify an additional insured under this endorsement:
 - a. For any loss which occurs prior to our Named Insured commencing operations at the location of the loss.

- b. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**.
- C. With respect to the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:

- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance;
- 2. With respect to the coverage provided under this endorsement, Condition 4. **Other Insurance** is replaced by the following:

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured's own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability
 - (e) That is any other insurance available to an additional insured under this endorsement covering liability for damages arising out of the premises or operations, or products and completed operations, for which the additional insured has been added as an additional insured by that other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All terms and conditions of this policy apply unless modified by this endorsement.

Phase 3 - Nichols/Race Street Stormwater Improvements (JoCo #SW-22-004)

	County Approved Budget Amount			2016 Bid Results		
	Total	County Share 75%	City Share 25%	Total	County Share 75%	City Share 25%
Construction Costs	\$410,150.00	\$307,612.50	\$102,537.50	\$420,212.00 ¹	\$315,159.00	\$105,053.00
Preliminary Design *	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design *	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding & Construction Period General Services	\$6,600.00	\$4,950.00	\$1,650.00	\$6,600.00	\$4,950.00	\$1,650.00
RPR (Inspection) Services	\$35,250.00	\$26,437.50	\$8,812.50	\$35,250.00	\$26,437.50	\$8,812.50
Additional Engineering Design	\$0.00	\$0.00	\$0.00	\$7,500.00 ³	\$5,625.00	\$1,875.00
Additional Inspection	\$0.00	\$0.00	\$0.00	\$5,600.00 ⁴	\$4,200.00	\$1,400.00
Project Contingency Funds	\$100,000.00	\$75,000.00	\$25,000.00	\$76,838.00	\$57,628.50	\$19,209.50
Total Eligible Project Costs	\$552,000.00	\$414,000.00	\$138,000.00	\$552,000.00	\$414,000.00	\$138,000.00
Total Ineligible Project Costs	\$0.00	\$0.00	\$0.00	\$11,875.00 ²	\$0.00	\$11,875.00
Total Project Costs	\$552,000.00	\$414,000.00	\$138,000.00	\$563,875.00	\$414,000.00	\$149,875.00

* Preliminary and Final Design costs for all phases are included in Phase 1 (#SW-22-002)

1 - Total construction cost eligible for county participation - Section 1 in the Bid Tabulation

2 - Total construction cost not eligible for county participation - Section 2 in the Bid Tabulation

3 - Design Fee associated with the additional improvements to Race Street

4 - RPR feet associated with the additional improvements to Race Street

The city's maximum total cost including the use of all of the contingency funds would be \$149,875.00

The city's minimum total cost assuming none of the contingency funds are used would be \$130,665.50

Agenda Item Review Sheet

To: Mayor and City Council
From: John Brann, City Attorney
Date: February 19, 2016
Meeting: February 25, 2016

Formal Action: Approval of Construction Agreement with Board of County Commissioners, Johnson County, Kansas.

Issue: Consider approval of Construction Agreement with Board of County Commissioners, Johnson County, Kansas – Stormwater Management Advisory Council (SMAC) Funds, Wilson Street Storm Sewer Improvements, Phase III.

Background: As part of the Nichols/Race Street storm sewer improvements, the City must enter into a construction agreement with Board of County Commissioners of Johnson County, Kansas (proposed Agreement attached hereto).

Analysis: The project estimate is \$452,900.00. This agreement outlines specific requirements the City must meet in order to qualify for the 75% reimbursement of eligible project costs.

Legal: Frank Jenkins, City Attorney, has reviewed the agreement.

Recommendation: Council approval of construction agreement with Board of County Commissioners of Johnson County, Kansas

Alternatives:

1. Motion to approve the construction agreement with Board of County Commissioners of Johnson County, Kansas, for Stormwater Management Advisory Council (SMAC) Funds, Wilson Street Storm Sewer Improvements, Phase III.
2. Motion to request additional information from City Staff.

Attachment: Agreement between Johnson County and the City of Spring Hill For Construction of a Stormwater Management Project known as Nichols/Race Street Stormwater Improvements SW-22-004 (Exhibit referred to in paragraph 8.b. is not attached due to the size of the document but is available upon request).

cc: Jonathan Roberts, City Administrator
Glenda Gerrity, City Clerk
Melanie Landis, Director of Finance
Jeff Rupp, Assistant Director of Public Works
Jim Hendershot, Director of Community Development

**Agreement between
Johnson County and the City of Spring Hill
For Construction of a Stormwater Management Project known as
Nichols/Race Street Stormwater Improvements
SW-22-004**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Spring Hill (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. The County has established a Five-Year Master Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five Year Master Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.
5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the construction of the stormwater management project identified as Nichols/Race Street Stormwater Improvements (the "Project"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project shall be undertaken, constructed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

2. **Estimated Project Cost.** The parties acknowledge and agree that this agreement obligates the parties to proceed with the construction phase of the Project. For budget and accounting purposes, the total project cost including the design engineering, estimated construction engineering and construction costs of the construction phase of the Project is Four Hundred Fifty Two Thousand Nine Hundred Dollars (\$452,900) based upon engineering and design assumptions which the construction contract bid prices and construction inspection contract prices may or may not confirm.

3. **Option to Terminate.** Upon receiving construction bids for the Project, the City shall determine the total engineering and construction costs for the construction phase of the Project based upon contract bid amounts. Within seven days of the construction contract bid date, the City shall notify the County, in writing, of the total engineering and construction costs for the construction phase of the Project. In the event total estimated construction engineering and construction costs for the construction phase of the Project exceed the Stormwater Management Program's estimated construction phase cost of the Project, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the bid date of the contract. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the design and estimated construction cost of Four Hundred Fifty Two Thousand Nine Hundred Dollars (\$452,900) in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project costs shall be increased accordingly.

Should the total engineering and construction costs for the construction phase of the Project exceed the amount of this agreement, the County agrees to either:

- a. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project within thirty days of the receipt of the notification of total

engineering and construction costs for the construction phase of the Project,
or;

- b. Authorize the City to proceed with the construction of the Project.

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the amount of this agreement in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for the Project costs shall be increased accordingly.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

4. **Project Construction.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project according to the Final Plans and Specifications ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations.
5. **Administration of Project.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all construction and other contracts for the Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall be responsible for requiring adequate performance and payment bonds for the Project from the Project Contractor. The City shall discharge and satisfy any mechanic's or materialman's lien that encumbers the Project and the costs thereof shall not be considered a reimbursable cost under this agreement. Notwithstanding the foregoing, costs and expenses, including reasonable attorneys' fees, incurred by the City to enforce a contract of indemnity under a performance or payment bond shall be reimbursable, subject to any limitations on reimbursement set forth in the Policy and Procedures or this agreement.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required

insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

The City shall submit to the Finance Director, upon execution of this agreement, a monthly projection of cash flow expenditures for the Project, in substantially the form set out in Exhibit B attached hereto.

6. **County Contribution Toward Project Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County Stormwater Engineer detailing total Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Stormwater Engineer may require the City to supplement the Payment Request as needed to satisfy the County Stormwater Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Stormwater Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

Within sixty days from the date of the completion of the Project, the City shall provide the County with a final accounting of Project costs and the County's share of such costs, whereupon the County shall make a final reimbursement to the City as provided in this agreement. For purposes of this agreement, the Project shall be deemed complete on the earliest date upon which any of the following events occur:

- a. The City notifies the County that the Project is complete, subject to usual and customary "punch list" items.
- b. The Project architect or construction engineer issues to the City a certificate of substantial completion for the Project.

- c. The date the County Stormwater Engineer certifies, in good faith, that the Project is substantially complete following an inspection of the Project by the County Stormwater Engineer who shall be accompanied by a City representative.

7. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the Project Contractor chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

8. ***Only if the City has proposed a Project design that contemplates a deviation from the American Public Works Association (APWA) specifications contained in Section 5600 Storm Drainage Systems and Facilities, shall the following provisions apply:***

- a. The City represents that it has determined that APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated Project benefit.
- b. The City represents that, based upon its own analysis, the APWA Section 5600 specifications set forth on the attached Exhibit _____ are not feasible, are impractical, or cannot be met without an expenditure of funds that significantly exceeds the anticipated Project benefit.

- c. The City acknowledges and agrees that the costs of “flood proofing” any structure within the Project area shall not be a reimbursable expense under the Stormwater Management Program but shall be borne solely by the City. “Flood proofing,” for purposes of this section, means any method by which a structure’s windows, doors, or other openings are covered or sealed in an effort to prevent flood water entering the structure through such openings.
- d. The City acknowledges that it has, in its sole and absolute discretion, determined to deviate from APWA Section 5600 specifications by approving a Project design that may result in seven inches or more of water flooding over a street or roadway during a 100 year storm event. The City hereby represents that:
 - e. The City has concluded that the relevant APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City’s opinion, significantly exceeds the anticipated benefit.
 - f. The City agrees to and shall develop an emergency plan to protect life and property at the anticipated flooded crossing point during a 100-year storm or other high-water event.
 - g. The City represents that it has endeavored to advise its citizens in and near the Project area of the City’s proposed deviation from APWA Section 5600 specifications and its alternative plans to protect life and property at the flooded crossing point during a 100 year storm or other high-water event.
 - h. The City agrees to and shall take appropriate measures to protect the public at low-water crossings, which are allowed to exist as part of the City’s Project.
 - i. The City acknowledges that it is deviating from the APWA Section 5600 specifications upon its discretion based upon its own investigation, analysis, and risk assessment and without reliance upon SMAC or the Board of County Commissioners, or their respective employees or agents. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act the City expressly agrees to and shall hold SMAC and the Board of County Commissioners, and their

respective employees and agents, harmless from any property loss, property damage, personal injury, or death arising out of the construction of the Project.

The City also agrees that notwithstanding any assistance, advice, technical consulting, or engineering services provided by SMAC or the Board of County Commissioners, or the failure to provide any such assistance, advice, technical consulting, or engineering services, the City shall bear the sole and absolute responsibility for the Project's design, construction, maintenance, and repair.

9. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:

Mr. Kent Lage, P.E.
Urban Services Manager
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Glenda Gerrity
City Clerk
City of Spring Hill
P. O. Box 424
Spring Hill, KS 66083

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be deemed properly given upon actual receipt by the addressee.

10. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners Of
Johnson County, Kansas**

City of Spring Hill

Ed Eilert, Chairman

Steven M. Ellis, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: FEBRUARY 25, 2016

DATE: FEBRUARY 16, 2015

Consent Agenda: Authorizing the Mayor to execute an agreement between Johnson County, Kansas, and the City of Spring Hill, Kansas, for the Public Improvement of North Webster Street from 207th Street to 1,350 Feet North.

Issue: The construction of an acceleration lane on Webster Street north of 207th was submitted and approved for partial funding under the Johnson County Assistance Road System Program or CARS. This Agreement formally acknowledges the partnership between Johnson County and the City of Spring Hill to construct the project.

Background: In the interest of traffic safety in the area of the Spring Hill Industrial Park, an application for CARS funding was submitted for the construction of a northbound acceleration lane on Webster Street north of 207th Street. As detailed in the attached Agreement the total cost of the project is estimated at \$476,954 with CARS funding contributing a maximum of \$155,000.

Analysis: The proposed acceleration lane will provide a safe driving environment for motorists in the area of Webster and 207th Street. The lane will provide a safe driving lane for semi-truck traffic to accelerate to the proper speed while allowing other vehicles freedom of passing in a safe manner.

Alternatives: Approval, denial or remand to staff for further consideration

Legal Review: City Attorney Frank Jenkins has reviewed and approved the form of the Agreement.

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). N/A

Recommendation: Staff recommends authorization of the Mayor to execute an agreement between Johnson County, Kansas, and the City of Spring Hill, Kansas, for the Public Improvement of North Webster Street from 207th Street to 1,350 Feet North.

Attachments: "Agreement" document as provided by Johnson County

**Agreement between Johnson County, Kansas,
and the City of Spring Hill, Kansas, for the Public Improvement of
North Webster Street from 207th Street to 1,350 Feet North
(320001140)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Spring Hill, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to North Webster Street from 207th Street to 1,350 Feet North (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is Four Hundred Seventy Six Thousand Nine Hundred Fifty Four Dollars (\$476,954).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed One Hundred Fifty Five Thousand Dollars (\$155,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, (“Finance Director”) cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Spring Hill shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Spring Hill harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

City of Spring Hill, Kansas

Ed Eilert, Chairman

Steven M. Ellis, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney

Contact Person for Board on Project:

Contact Person for City on Project:

Jackie Eatinger, Office Manager
Public Works and Infrastructure
1800 West Old 56 Highway
Olathe, Kansas 66061
913 715 8306
Fax: 913 715 2453
Jackie.Eatinger@jocogov.org

City of Spring Hill, Kansas
Attn: Glenda Gerrity, City Clerk
401 North Madison
P.O. Box 424
Spring Hill, Kansas 66083
913 592 3664
Fax: 913 592 5040
gerrityg@springhillks.gov

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: FEBRUARY 25, 2016

DATE: FEBRUARY 16, 2016

Consent Agenda: Approval and authorization for the Mayor to execute an Improvement Agreement relating to Brookwood Farms 2nd Plat.

Issue: Catch Investments, LLC has submitted a final plat for Brookwood Farms 2nd Plat. As required by code, an Improvement Agreement has been drafted and signed by the developer and is subject to execution by the Mayor.

Background: An application has been received for the development of the next phase of Brookwood Farms located on 199th St. approximately one-half mile east of Woodland Road. Brookwood Farms 2nd Plat consists of 24 residential tracts with extensions to 200th St, 200th Terrace and Skyview Lane.

The preliminary plat was approved by the Planning Commission in 2005 and staff finds this plat submittal to be in conformance with the preliminary plat. A copy of the preliminary plat is included with this staff report.

Analysis: The Planning Commission reviewed the final plat submittal on February 4, 2016 and voted unanimously to recommend approval of the plat. The accompanying Improvement Agreement has been drafted and approved by both staff and the developer. Authorization for the Mayor to execute the document is reasonable and recommended.

Alternatives: Approval, denial, remand for further study

Legal Review: City Attorney, Frank Jenkins has reviewed and assisted in the drafting of the proposed Improvement Agreement.

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). N/A

Recommendation: Staff recommends authorizing the execution of an Improvement Agreement for Brookwood Farms 2nd Plat.

Attachments: Improvement Agreement, Brookwood Farms 2nd Plat

IMPROVEMENT AGREEMENT
BROOKWOOD FARMS 2ND PLAT SUBDIVISION

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the **CITY OF SPRING HILL, KANSAS**, (hereinafter “City”) and **CATCH INVESTMENTS, LLC** (hereinafter, “Developer”).

WITNESSETH:

WHEREAS, the Developer has applied to the City for final plat approval of a subdivision to be known as **BROOKWOOD FARMS 2ND PLAT** (“Subdivision”); and

WHEREAS, the final plat document for the Subdivision has been prepared by the Developer such that the following improvements, to wit:

Streets, sanitary sewers, street signs, and storm water facilities, and landscaping,

located within or about the Subdivision are to be dedicated to the City as public improvements; and

WHEREAS, pursuant to Section 17.378.C of the Spring Hill Subdivision Regulations and as a condition to the approval of the Developer’s final plat application (Application No. **FP-01-16**), and also as a condition prior to the filing of the Developer’s final plat document with the office of REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS, the Developer has been requested to enter into an agreement with the City concerning, among other things, the construction and maintenance of the improvements in or about the Subdivision, and

NOW, THEREFORE, the City and the Developer hereby enter into this Agreement on the following terms and conditions and in consideration of the mutual covenants and agreements hereinafter set forth:

1. IMPROVEMENTS TO BE CONSTRUCTED/CONSTRUCTION STANDARDS.

A. Improvements to be constructed. In consideration of and as a condition for approval of the Developer's final plat application regarding the Subdivision, which Subdivision can be more particularly, described as follows, to-wit:

See **EXHIBIT A** attached hereto and incorporated herein by reference.

Developer agrees to construct, install and complete, at its own expense, and to the satisfaction of the City, the following improvements, located within the Subdivision:

- A. STREETS.
- B. SANITARY SEWERS.
- C. STORM WATER SEWERS.
- D. STREET SIGNS.
- E. LANDSCAPING.

The Developer further agrees to construct, install and complete the above described public improvements (hereinafter "Improvements") according to and in compliance with the City's applicable construction standards, specifications, design criteria, general policy and procedures as set forth in the Spring Hill Technical Specifications and Design Criteria, and any amendments thereto (hereinafter "City's Standards"); and in accordance with the applicable rules, regulations and statutes of the state of Kansas, including the Kansas Department of Health and Environment (KDHE); and applicable Federal rules, regulations, and statutes; (hereinafter, collectively, "Standards")

B. WaterOne Certification for Water Line Improvements to be constructed. In consideration of and as a condition for approval of the Developer's final plat application regarding the Subdivision, the Developer agrees to provide to the City Engineer a letter of certification from Johnson County Water District No. 1 ("Water One"), that the Developer has entered into a contract with WaterOne to construct, install and complete, at the Developer's expense, and to the satisfaction of the WaterOne, the waterlines necessary for providing water service within the Subdivision.

The WaterOne certification shall be submitted to the City Engineer, prior to commencement by the Developer of any construction or installation of the Improvements described in paragraph 1 (A) above.

2. PERFORMANCE AND MAINTENANCE BONDS.

A. Performance Bond/ Improvements. The Developer further agrees to provide to the satisfaction of the City, security in the form of a Performance Bond to insure that the work,

construction, installation and completion of Improvements are accomplished in a timely manner and according to and in compliance with the aforementioned Standards. The Performance Bond shall be in a form approved by the City Attorney and shall be in an amount not less than the approved Estimate of the City; a copy of the approved Estimate being attached hereto as **EXHIBIT B** and incorporated herein by reference.

B. **Maintenance Bond/Improvements.** The Developer further agrees, on behalf of itself and its successors, to provide to the satisfaction of the City, security in the form of a Maintenance Bond, approved by the City Attorney, to insure that once construction and installation of the Improvements are completed, that the Improvements shall be maintained to the Standards; that they shall be free of any defect in materials or workmanship; and that they shall endure without the need of any repair due to failure during construction to follow or comply with the Standards; said security to be in effect for a period of two(2) years following the acceptance of Improvements by the City Engineer. The Maintenance Bond shall also be in an additional amount not less than the requirements set for such security by the City Engineer's approved Estimate.

C. **Option of Developer to Provide Contractor Bonds.** In lieu of providing performance and maintenance bonds required pursuant to paragraphs 2(A) and 2(B) above, the Developer may submit separate bonds from contractors for applicable public improvements as listed in paragraph 1(A) above. In conjunction with providing separate bonds by the Contractor, the Contractor will be required to execute an Agreement with the City in substantially the form as set forth in **EXHIBIT D**, attached hereto

The City Engineer shall notify the Developer in writing when the City Engineer has determined that the Improvements have been completed in a manner satisfactory to the City and the Improvements are thereby approved. It is understood and agreed between the parties that the City Engineer shall be the sole judge of "any defects in materials or workmanship" or the need of "any repairs" concerning the Improvements, and also whether the Improvements have been "maintained to the Standards" or are "completed in a manner satisfactory to the City"; said judgment to be exercised reasonably.

3. APPROVAL OF BONDS.

The Performance and Maintenance Bonds provided to the City by the Developer must first receive the written approval of the City Attorney prior to the security being recorded with the Office of the City Clerk, and prior to the Developer the Improvements to begin. In the event security satisfactory to the City Attorney is not provided to the City within two (2) months from the date of the City Engineer's approved Estimate, the City Engineer may then revise and/or update the estimate and require the Developer to provide to the City the additional or lesser amount of security, as may be necessary.

4. RECORDING THE SECURITY.

The Performance and Maintenance Bonds shall be recorded by the Developer with the Office of the City Clerk, after such time as the City Attorney has approved such security and both parties hereto have signed and acknowledged this Agreement; such costs as may be incurred by the recording of the security, if any, to be paid for by the Developer.

5. EXCISE TAX.

Pursuant to Ordinance No. 2004-26, and amendments thereto, the Developer agrees to contribute, at the time of platting, an excise tax for the purpose of raising general revenues to be used for general City projects or General Fund operations as approved by the Governing Body during the adoption of the city's annual budget. The Developer shall be required to provide \$0.158 per square foot of the area within the Subdivision. The area shall be determined by the Zoning Administrator in the manner set forth in Section Three of Ordinance No. 2004-26 and amendments thereto. A copy of the excise tax calculations being attached hereto as **EXHIBIT C** and incorporated by reference.

6. COMMENCEMENT OF CONSTRUCTION.

It is understood and agreed between the parties that prior to the Developer or its successors causing any construction installation of the Improvements to begin, the Developer must first receive written authorization from the City Engineer expressly stating that work on the Improvements may commence. It further understood and agreed between the parties that the City Engineer may disapprove of, and may also require the removal or reconstruction of, any and all work, construction or installation of the Improvements that is begun prior to the Developer receiving written authorization from the City Engineer concerning the improvements, if such work is not in conformance with the Standards.

7. COMPLETION OF CONSTRUCTION.

A. Time for Completing Construction. The Developer further agrees, Improvements referenced herein shall be constructed, installed and satisfactorily completed by it, at its own expense, according to and in compliance with the City's Standards within one (1) year from the effective date of the approved security required herein unless the City Engineer, at the City Engineer's sole discretion, agrees in writing to extend the completion date for the Improvements for an additional period of time not to exceed one (1) full year, said discretion to be exercised reasonably. Prior to seeking such an extension, the Developer shall submit to the City Engineer, at least sixty (60) days prior to the completion deadline, a written statement concerning the difficulty of completion, if any, that has been encountered regarding construction of the Improvements. Thereafter, the City Engineer may either approve or deny in writing any requested extension. In the event the City Engineer recommends extending the completion date, he or she may condition the extension, along with other conditions, upon the Developer providing extended security coverage in an additional amount or lesser amount necessary for the completion of the construction and maintenance of the Improvements. The Developer further agrees that in the event the required Improvements are not timely completed, for any reason, within said one (1) year period, unless extended as approved for herein; or the Improvements are not constructed, installed or completed according to and in compliance with the City's Standards

concerning the Improvements; or the Improvements, within one (1) year following their completed construction and written approval by the City Engineer, are not maintained to City Standards, free of any defects in materials or workmanship, or the Improvements do not endure without the need of any repairs due to failure during construction to comply with the Standards; then the City may, at its option exercise its rights, among others, by having constructed, installed, completed or maintained the Improvements referenced herein and recover the costs and expense so incurred it from the Developer or its successors personally, or it also may as the Obligee of the security, make demand on the security from the surety or its successor or such other applicable entity, or it may seek redress for the costs and expenses it incurred from both the Developer and the surety or other such applicable entity.

B. Failure to Complete Construction. It is further understood and agreed to by the parties that the approved Estimate of the City Engineer (**EXHIBIT B**), which establishes the amount of the Performance Bond required herein, is not a guarantee by the City the Improvements the Developer shall make to the Subdivision can be constructed, installed or completed for the amount set forth in the approved Estimate. Therefore, it is further agreed to by the parties that in the event the Developer fails to timely and satisfactorily construct, install and complete, for any reason, the Improvements required herein, the Developer shall remain responsible for the Improvements, notwithstanding the amount of money needed by the City to remedy the Developer's failure exceeds the amount of the Performance Bond. Consequently, in the event the City draws upon the Performance Bond and thereafter determines the cost to satisfactorily construct, reconstruct, install or complete the Improvements will exceed the amount of the bond, the City Engineer shall mail written notice thereof to the Developer, along with its construction bids, construction contracts or such other supporting documents, setting forth the costs required to satisfactorily complete the Improvements pursuant to and in compliance with the standards. Thereafter, the Developer agrees to pay the City, within thirty (30) days of the mailing of the notice, the amount of costs in excess of the Performance Bond, which the City requires to satisfactorily complete the improvements.

8. WAIVER OF LIENS.

It is further understood and agreed between the parties that following the completion of the construction and installation of the Improvements, but prior to the written approval of same by the City Engineer, the Developer shall deliver to the City Attorney, complete and legally effective releases and waivers of all liens which could arise out of or be filed in connection with the construction, installation and completion of the Improvements referenced herein. The Developer shall also provide the City Attorney with an affidavit signed by the both the Developer and its Contractor(s), that the releases or waivers provided include all labor, services, material and equipment for which a lien could be filed, and that the payrolls, material and equipment bills, and any other indebtedness connected with the Improvements, have been paid or otherwise satisfied. Any release, waivers or affidavits shall be in a form satisfactory to and approved by the City Attorney.

9. SIGNS AND BARRICADES.

The Developer further agrees that during the period of time the Improvements are being worked upon, constructed or installed, the Developer shall insure that any roads being worked upon will be closed and inaccessible to public travel. To that end, the Developer shall cause to be erected and maintained two (2) Type III barricades (10'), with a 48" x 30" "ROAD CLOSED" sign on each barricade, at each point where said roads intersect with a public road. The barricades may be staggered during work hours to allow entry of construction vehicles to the work site. During that period of time said Improvements are being worked upon, constructed or installed, if work takes place near or adjacent to public roads, the Developer shall erect and maintain warning signs on the public roads to adequately warn the traveling public. All signing of every kind required herein shall be designed, erected and maintained according to and in compliance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD), and must be approved by the City Engineer in writing prior to being erected. Further, all barricades and related warning signs shall be erected by the Developer prior to the Developer or its successors causing commencement of any work, construction or installation of the Improvements to begin. All barricades and related warning signs shall be maintained by the Developer in good condition until the construction has been determined by the City Engineer, in writing, to have been completed in an acceptable manner.

10. PERMANENT TRAFFIC SIGNING.

The City Engineer shall cause a study to be made of the permanent traffic signing needed along the roads located in or about the Subdivision prior to completion of the road improvements and their written approval. The Developer agrees that prior to the opening of said roads to public traffic, the City Engineer shall cause to be erected any permanent traffic signs that, in the City Engineer's opinion, are needed on said roads, and shall bill the Developer for the costs of any labor, equipment and materials expended by the City Engineer and the City's Public Works Department regarding the same. Payment for the labor, equipment and materials shall be due the City and/or the City Engineer from the Developer within thirty (30) days from the date mailing of the bill.

11. BUILDING AND OCCUPANCY PERMITS.

It is understood and agreed between the parties that no building permit for buildings, structures or other similar construction will be considered for issuance by the City or any of its departments or employees, until such time as the work, construction and installation the Improvements, located in the Subdivision has progressed to the point that they will allow reasonable access for the construction equipment and/or personnel.

All questions of "reasonable access" shall be determined solely by the opinion of the City Engineer; said determination to be exercised reasonably. Further, no certificate of occupancy will be considered for issuance by the City or any of its departments or employees for any building, structure or other similar construction until the Improvements have been completed in accordance with the City's Standards, satisfactorily to the City and have been approved in writing by the City Engineer.

12. FIELD INSPECTIONS.

The City Engineer or his or her designee shall be responsible to inspect the construction to insure that the improvements are built according to the lines, grades and dimensions on the approved plans. The Contractor will be required to provide prior notice to the City Engineer so as to allow scheduling of inspections. The City Engineer or his or her designee may make unannounced visits to the job site during various stages of the construction to observe the progress and quality of the work being done and to determine in general if the work is proceeding according to and in compliance with the City's standards. It is further agreed between the parties, that neither the City nor any of its officers, employees or agents shall be held liable or responsible, in any manner whatsoever by the Developer or its successors, should it be determined by the City Engineer or his or her designee, at any time prior to final written approval of the improvements, that the Developer or its Contractors failed to cause the Improvements to be constructed and installed according to and in compliance with the Standards and said improvements are therefore required to be removed and/or reconstructed in a manner satisfactory to the City, prior to receiving City approval.

13. ENGINEER AND SURVEYOR.

It is further understood and agreed between the parties that the Developer shall employ, at its own expense, a licensed professional engineer to design any and all Improvements according to and compliance with the City's Standards, and to inspect the construction to insure that the Improvements are built according to the lines, grades and dimensions on the approved plans. It is also understood and agreed that at the completion of construction of the Improvements, but prior to written approval of same by the City Engineer, the Developer shall employ, at its own expense, a registered land surveyor to verify the location of all property markers shown on the final plat documents regarding the Subdivision.

14. INSPECTION COSTS.

It is further understood and agreed between the parties that the Developer shall pay the City, for the cost incurred by the City Engineer or that Department for inspections deemed reasonably necessary by the City Engineer to assure the City that the work, construction, installation and maintenance of the Improvements is being accomplished according to and in compliance with the City's standards and the approved plans. The costs charged for the inspections shall be determined from the fee schedule, which has been approved by the City and established by the City Engineer concerning such matters. Payment for the cost of the inspection shall be due the City from the Developer within thirty (30) days from the date the bill is received.

15. PROOF OF OWNERSHIP.

Prior to the filing of the Developer's final plat document with the County Register of Deeds, it is agreed the Developer shall exhibit to the City Attorney, proof of ownership and title to any real property that is being offered in dedication to the City for public purpose. The proof of ownership and title provided shall be in a form satisfactory to the City Attorney.

16. INDEMNITY.

The Developer further agrees to protect, defend indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney fees) or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relate to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "Claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of the Developer, its employee's, contractor's, subcontractor's, independent contractor's, or other such similar entities' work, construction or installation of the Improvements referenced herein, during any period or time prior to satisfactory completion, installation and final written approval by the City Engineer of the Improvements construction and the formal acceptance of maintenance of the Improvements by the City Engineer. The Developer further agrees, on behalf of itself and its successor, to investigate, handle, respond to provide defenses for and defend any such claims at its sole expenses and agrees to bear all other costs and expense related thereto, even if said claims are groundless, false or fraudulent.

17. SALE OF PROPERTY.

The Developer further agrees that the sale of any portion of the Subdivision made reference to herein, shall in no way effect or change the Developer or its successors' obligation to continue to comply with the terms of this Agreement unless and until any such purchaser(s) enter in a separate written agreement with the City to assume similar terms, covenants and obligations regarding the Improvements referred to herein and the water line improvements described in Paragraph 1 (B) above.

18. STATUS OF PARTIES.

It is understood and agreed between the parties that this Agreement does not and shall not be construed, interpreted or argued by either of them, in a court of law or otherwise, to create any principal/agent, master/servant, employer/employee or partnership relationship of any kind between the Developer or its successors and the City or its successors and assigns.

19. MODIFICATION.

It is understood and agreed between the parties that there shall be no waiver or modification of this Agreement unless such waiver or modification is first reduced to writing and signed by all parties herein.

20. COMPLETE AGREEMENT.

This Agreement is the complete agreement between the parties, contains all the terms and conditions agreed upon between them and shall, when signed by both parties, supersede all other agreement, oral or otherwise, entered into between them regarding the subject matter of the Agreement. No other agreement, oral or otherwise, regarding the subject matter of Agreement,

shall have any validity or bind any of the parties hereto, unless executed pursuant to Paragraph 19 of the Agreement.

21. SEVERANCE.

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then in that event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby.

22. SUCCESSORS.

The terms, provisions, conditions, covenants and obligations contained in the Agreement shall be binding upon and inure to the benefit of the Developer's successors and assigns.

23. LAWS OF KANSAS.

It is understood and agreed between the parties that this Agreement, the performances required herein and all proceeding that flow therefrom shall be construed according to and controlled by the laws of the state of Kansas. In any proceeding that may be brought that are arising out of, in connection with, or by reason of this Agreement, the laws of the state of Kansas shall be applicable, controlling and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any such proceeding may be instituted.

24. MATTERS DISREGARDED.

The titles of the several sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only and they shall be disregarded in construing or interpreting any of the provisions of the Agreement.

25. RECORDING OF THIS AGREEMENT.

The Developer further agrees that this Agreement shall be filed by the City with the office of the Register of Deeds, JOHNSON COUNTY, KANSAS where the Subdivision is located, as soon as reasonably practical after it has been signed by all parties hereto. The City shall provide the Developer and City Attorney with file-stamped copies of the recorded Agreement immediately after it has been recorded.

26. SIGNATURE AUTHORITY.

The Developer hereby promises and states that in the event it is a corporation or partnership, the individual whose name and signature appear below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and conditions of this Agreement.

27. TIME.

Time is of the essence.

28. NOTICES.

All notices required or desired to be given hereunder shall be in writing, and all such notices and other documents required or desired to be given hereunder shall be hand-delivered, or sent by registered or certified mail, electronic mail, or by recognized overnight delivery services such as FedEx, as follows:

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: glenda.gerrity@springhillks.gov

If to Developer: Catch Investment, LLC
 Leonard Marks
 PO Box 589
 Spring Hill, KS 66083
 Email: Leo@dmhomes.com

IN WITNESS WHEREOF, the parties hereto have set their hands below.

“CITY”

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

“DEVELOPER”

Catch Investments, LLC

(Name)

(Title)

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for the County and State on this _____ day of _____, 2016, personally appeared **STEVEN M. ELLIS**, Mayor, and **GLEND A GERRITY**, City Clerk of the **CITY OF SPRING HILL, KANSAS**, a municipal corporation duly organized, incorporated and existing under and by virtue of the law of the state of Kansas, who are personally known to me to be the persons who executed, as such officers, the within instrument on behalf of said corporation and such persons duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

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

Notary Public

My Appointment Expires:

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on this _____ day of _____, 2016, personally appeared _____, who is the _____ of CATCH INVESTMENTS, LLC, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION:

Brookwood Farms, 2nd Plat
Lots 77-100 and Tracts A & B

PLAT BOUNDARY DESCRIPTION

All that part of Northwest Quarter of Section 12, Township 15 South, Range 23 East, in the City of Spring Hill, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of Section 12, Township 15 South, Range 23 East, said point also being the Northeast corner of Biltmore Farms, First Plat, a subdivision as recorded in Spring Hill, Johnson County, Kansas; thence South 02°05'29" East, along the East line of said Quarter Section, a distance of 424.56 feet to the Point of Beginning; thence South 02°05'29" East, continuing along said East line, a distance of 634.73 feet; thence South 85°04'26" West, leaving the East line of said Quarter Section, a distance of 136.36 feet; thence South 56°00'00" West a distance of 84.86 feet; thence South 70°00'00" West a distance of 75.22 feet; thence South 74°30'00" West a distance of 252.37 feet to the Southeast Corner of Brookwood Farms First Plat, a subdivision as recorded in Spring Hill, Johnson County, Kansas; thence North 16°43'50" West, along East line of said subdivision, a distance of 122.02 feet; thence Easterly along a curve to the left having an initial tangent bearing of South 73°16'26" East, a radius of 1070.00 feet and an arc length of 20.29 feet; thence North 17°48'44" West, continuing on said East line a distance of 174.17 feet to the Northeast corner of said Brookwood Farms First Plat, said point also lying on the South line of Biltmore Farms First Plat, a subdivision as recorded in Spring Hill, Johnson County, Kansas; thence along the Southerly plat line of said Biltmore Farms First Plat for the following eleven (11) courses; thence North 69°15'16" East a distance of 9.32 feet; thence North 15°26'44" West a distance of 176.61 feet; thence Westerly along a curve to the right having an initial tangent bearing of South 70°47'39" West, a radius of 775.00 feet and an arc length of 10.28 feet; thence North 18°26'44" West a distance of 120.08 feet; thence North 68°09'16" East a distance of 75.13 feet thence North 64°03'16" East a distance of 89.46 feet; thence North 60°48'16" East a distance of 75.53 feet; thence North 62°42'16" East a distance of 150.55 feet; thence North 71°03'16" East a distance of 70.88 feet; thence North 77°57'16" East a distance of 70.86 feet; thence North 88°57'16" East a distance of 165.79 feet to the point of beginning. Containing 382,991.59 square feet (8.79 acres) more or less.

EXHIBIT B

ENGINEERING COST ESTIMATE

ENGINEERING SOLUTIONS

50 SE 30TH STREET
LEES SUMMIT, MO

DATE:
7/13/2016

PROJECT NAME:

Brookwood Farms, 2nd Plat

APPLICATION #

SITE LOCATION:

West 199th Terrace and Skyview Lane
Spring Hill, Kansas

ITEM AND DESCRIPTION	UNIT	ESTIMATED QUANTITY	LABOR AND MATERIAL COST PER UNIT	COST PER ITEM
ASPHALT PAVING	S.Y.	5,288	25.00	132701.00
CURBING	FT	2,280	14.50	17089.20
4' SIDEWALK	S.F.	1,838	4.50	22219.20
ADA SIDEWALK RAMP	UNIT	2	500.00	1000.00
CLEARING, GRADING & GRUBBING	CY	14,185	2.25	31815.88
SILT FENCE	FT	2,037	1.25	2546.51
INLET PROTECTION	UNIT	28	80.00	2240.00
SEEDING / MULCHING / FERTILIZING	LS	1	7100.00	7100.00
CONST. ENTRANCE STORM	UNIT	3	1753.00	5259.00
24" HDPE	LF	953	40.30	38406.30
18" HDPE	FT	30	30.50	925.00
18" HDPE	FT	78	27.70	2160.60
5' x 4' STORM CURB INLET	EA	4	3900.00	15200.00
4' x 4' STORM FIELD INLET	EA	3	4500.00	13500.00
SANITARY				
6" PVC SDR 28 Service Line	LF	820	23.60	19352.00
8" PVC SDR 26	LF	697	32.00	22288.00
4' DIA Man-hole	EA	6	4000.00	24000.00
TEES, BENDS	LS	13	500.00	6500.00
TOTAL COST = \$				399,005.00

Memo

To: Melanie Landis, Administrative Services Director
 From: Jim Hendershot, Community Development Director
 CC: Catch Investments, LLC, Engineering Solutions
 Date: January 27, 2016
 Re: Excise tax calculations, Brookwood Farms 2nd Plat

Catch Investments, LLC, working with Engineering Solutions, has submitted for approval Brookwood Farms, 2nd Plat. I am now charged with calculating the excise tax upon Governing Body approval of the plat. The plat was reviewed and recommended for approval by the Planning Commission on February 4, 2016 and will be presented to the Governing Body on February 25, 2016. Once the final plat is approved by the Governing Body the developer will be invoiced for the tax amount. The Mayor will not sign the plat nor will the plat be recorded until the excise tax is paid.

If you agree with the calculations please sign the form and return to my office. I am also copying this memo to the design engineer for review and comments. Calculations are based on the provisions of Ordinance 2002-22 which establishes allowable deductions for specific areas within the plat, and Ordinance 2004-26 that establishes the excise tax rate of 15.8 cents per square foot of the calculated area.

Plat Area	(From Legal Description)	382,991 sq. ft.
Deductions	Street R-O-W	93,275 sq. ft.
	Net area subject to excise tax	289,716 sq. ft.
	Tax Rate	<u>x 0.158</u>
	Excise Tax Due	\$45,775.13

Melanie Landis, Finance Director

Jim Hendershot, Community Development Dir.

EXHIBIT D

AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 20____, by and between the **CITY OF SPRING HILL, KANSAS** (hereinafter "City") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, on the _____ day of _____, 20____, the City and _____ (hereinafter "Developer") entered into Improvement Agreement _____ marked Exhibit A, attached hereto and incorporated by reference (hereinafter "Improvement Agreement") relating to the construction of the described public improvements with the subdivision; and

WHEREAS, _____ of the Improvement Agreement provides that the Developer has the option to provide to the City separate performance and maintenance bonds (required by paragraph ____ of the Agreement), and erosion control bonds (required by paragraph ____ of the Agreement) from contractors for the described public improvements; and

WHEREAS, the Developer has entered into an agreement with the Contractor to construct the public improvements.

NOW, THEREFORE, the City and Contractor hereby enter into the Agreement on the following terms and conditions, in consideration of the mutual covenants and agreements hereinafter set forth:

1. Contractor agrees to perform the obligations of the Developer to provide a performance bond, maintenance bond, and erosion control bond to the City in accordance with paragraph ____ and paragraph ____ of the improvements described in the Improvement Agreement.
2. Contractor agrees to require the bond surety to include the attached Addendum to its each of its bonds which confirms that the obligations of the surety include the obligations of the Contractor under the Improvement Agreement.
3. The City agrees to permit the Contractor to provide the performance bond, maintenance bond, and erosion control bond to the City in accordance with paragraphs _____ of the Improvement Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF SPRING HILL, KANSAS

CONTRACTOR

Steven M. Ellis, Mayor

Authorized Representative

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

Addendum

[Surety]

Re: Performance Bond No.:

Maintenance Bond No.:

Principal:

Obligee: City of Spring Hill, Kansas

Project:

To be attached to and form part of the above mentioned Bond in favor of the City of Spring Hill, Kansas, as Obligee and Owner.

It is agreed that the written agreement or written contract with the Obligee or Owner referenced in the attached Bond shall refer to the Improvement Agreement between the City of Spring Hill, Kansas and the Developer concerning the improvements referenced in the attached Bond, as well as the Agreement between the City of Spring Hill, Kansas and the Principal concerning the improvements referenced in the attached Bond, and that the obligation of the Surety under the attached Bond shall include the obligations of the Principal under the Improvement Agreement between the City of Spring Hill, Kansas and the Developer, and the obligations of the Principal under the Agreement between the City of Spring Hill, Kansas and the Principal.

It is further agreed that the Improvement Agreement between the City of Spring Hill, Kansas and the Developer concerning the improvements referenced in the attached Bond, and the Agreement between the City of Spring Hill, Kansas and the Principal concerning the improvements referenced in the attached Bond are incorporated by reference in this Addendum.

This Addendum shall be effective as of the time the attached Bond becomes effective.

[Surety]

By: _____
Attorney-in-Fact

By: _____
Kansas Agent

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: FEBRUARY 25, 2016

DATE: FEBRUARY 16, 2016

Consent Agenda: Final Plat, Brookwood Farms 2nd Plat, FP-01-16.

Issue: Catch Investments, LLC has submitted a final plat application for Brookwood Farms 2nd Plat located on 199th St. east of Woodland Road.

BACKGROUND: An application has been received for the development of the next phase of Brookwood Farms located on 199th St. approximately one-half mile east of Woodland Road. Brookwood Farms 2nd Plat consists of 24 residential tracts with extensions to 200th St, 200th Terrace and Skyview Lane.

The preliminary plat was approved by the Planning Commission in 2005 and staff finds this plat submittal to be in conformance with the preliminary plat. A copy of the preliminary plat is included with this staff report.

Analysis: (See attached staff report, PC minutes, final plat drawing) The Spring Hill Planning Commission reviewed the application at their February 4, 2016 meeting. After discussion the PC voted unanimously to recommend approval of the final plat.

Alternatives: Approval, denial, table, or remand to the PC for further study

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). N/A

Recommendation: Staff and the Spring Hill Planning Commission recommend approval of the final plat for Brookwood Farms 2nd Plat, file number FP-01-16.

Attachments: Planning Commission minutes, February 4, 2016
Staff Report, FP-01-16
Final Plat

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

**City of Spring Hill, Kansas
Minutes of Planning Commission Regular Session
February 4, 2016**

A Regular Session of the Planning Commission was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on February 4, 2016. The meeting convened at 7:01 p.m. with Chairman Stephen Sly presiding, and Christie Campbell, Planning Secretary recording.

Commissioners in attendance: Stephen Sly
Troy Mitchell
Janell Pollom
Paul Ray
Cindy Squire
Tyler Vaughan – left at 7:45 p.m.

Commissioners absent: Tobi Bitner
Josh Nowlin
Michael Weber

Staff in attendance: Jim Hendershot, Community Development Director
Christie Campbell, Planning Secretary

Public in attendance: Mr. Don Dusselier, Representative for Brookwood Farms
Mr. Leonard Marks, Representative for Brookwood Farms
Mr. Matt Schlicht, Engineering Solutions
Mr. Don Margritier, Ridge Development
Ms. Barb Bernritter, General Public

ROLL CALL

The secretary called the roll of the Planning Commissioners. With a quorum present, the meeting commenced.

FORMAL ACTION

1. Final Plat (FP-01-16) – Brookwood Farms 2nd Plat

Beginning of Staff Report

End of Staff Report

Mr. Hendershot, Community Development Director, presented the staff report to the Planning Commission. Staff finds that the final plat is in compliance with the previously approved preliminary plat.

Commissioner Mitchell asked if the name Biltmore Farms is the same as Brookwood Farms. Mr. Hendershot clarified that the name of the subdivision changed to Brookwood Farms due to legal issues. Mr. Marks, the Brookwood Farms Developer, added that they were required to change the name due to the fact that Biltmore Farms is a registered trademark name by the Vanderbilt Family.

Commissioner Vaughan asked about current occupancy of the homes in Brookwood Farms. Mr.

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

Marks indicated that they have two vacant lots as this time.

Motion by Mr. Vaughan, seconded by Mr. Mitchell, to approve the final plat application FP-01-16, Brookwood Farms 2nd Plat.

Roll Call Vote: Ray-Aye, Mitchell-Aye, Sly-Aye, Pollom-Aye, Vaughan-Aye, Squire-Aye

Motion Carried 6-0-0

The final plat application (FP-01-16) will be forwarded to the City Council for review on February 25, 2016.

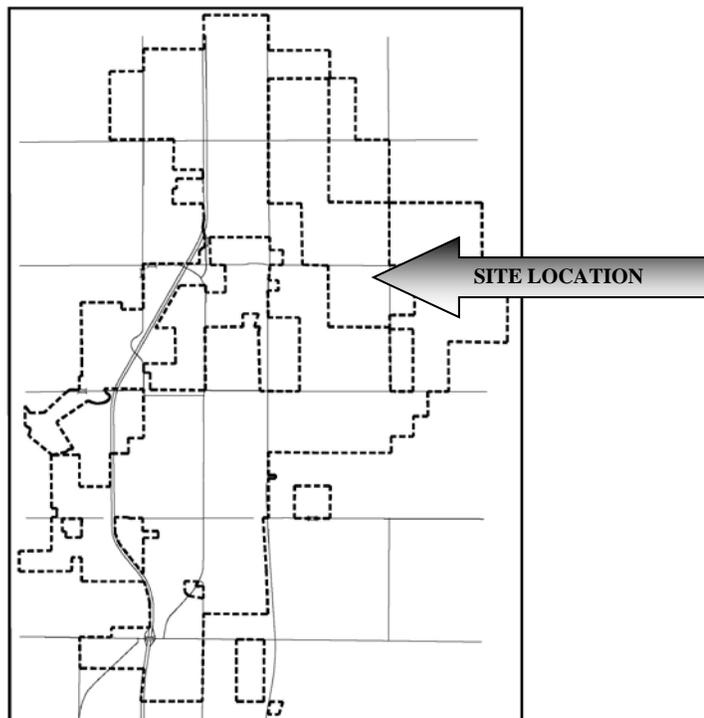
**SPRING HILL PLANNING COMMISSION
FINAL PLAT STAFF REPORT**

Case #: FP-01-16 **Meeting Date:** February 4, 2016
Description: Brookwood Farms 2nd Plat
Location: 199th St. & Skyview Lane.
Applicant: Catch Investments, LLC
Engineer: Engineering Solutions
Site Area: 8.79 acres

Minimum Lot Area: 9,000 sq. ft. **Number of Lots:** 24 Residential Tracts

Current Zoning: "R-1" **Proposed Use:** Single-Family Residential

Related Applications: PP-04-05, FP-01-06, FP-04-07, FP-01-08, FP-01-14





BACKGROUND:

An application has been received for the development of the next phase of Brookwood Farms located on 199th St. approximately one-half mile east of Woodland Road. Brookwood Farms 2nd Plat consists of 24 residential tracts with extensions to 200th St, 200th Terrace and Skyview Lane.

The preliminary plat was approved by the Planning Commission in 2005 and staff finds this plat submittal to be in conformance with the preliminary plat. A copy of the preliminary plat is included with this staff report.

STAFF COMMENT:

Brookwood Farms 2nd Plat consists of 24 residential lots. Staff finds the final plat to be in compliance with the previously approved preliminary plat and offers the following review of Section 17.372.D of the Spring Hill Subdivision Regulations:

1. Separate drawings of profiles and cross section of streets, alley's and public use areas have been forwarded to the City Engineer for review,
2. Staff has verified the person or persons name on the plat are the owner(s) of the area subject to the final plat,
3. Staff has verified all due or unpaid taxes have been paid in full,
4. Drainage areas are subject to maintenance of adjoining homeowners or the homeowners association,
5. Public facilities are adequate and available to the site,

6. Adequate control of storm water through appropriate BMP's have been detailed on drawings submitted to the City Engineer for approval,
7. Construction refuse will be disposed of in an appropriate manner,
8. The required Improvement Agreement is being prepared by staff and will be forwarded to the applicant, City Engineer and City Attorney for review and approval. This Agreement will be signed by the applicant prior to consideration of the final plat by the Governing Body. All required bonds and insurance documents will be submitted to the City prior to issuance of a Notice to Proceed from the City Engineer.
9. Staff finds the proposed final plat in substantial compliance with the preliminary plat for the subdivision approved by the Planning Commission in 2005 and with the Comprehensive Plan for the City of Spring Hill.

PLANNING COMMISSION REVIEW AND ACTION: Upon review of the final plat application the Planning Commission may by a majority vote of those members present:

- Recommend approval of the application to the Governing Body, or
- Recommend denial of the application to the Governing Body and notify the applicant of such action, or
- Table action on the application to a specific date and notify the applicant of such action

STAFF RECOMMENDATION:

Staff recommends approval of final plat application FP-01-16, Brookwood Farms 2nd Plat.

Attachments: Final Plat
Preliminary Plat

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: FEBRUARY 25, 2016

DATE: FEBRUARY 15, 2016

Consent Agenda: Approval and authorization for the Mayor to execute an Improvement Agreement relating to the Prairie Ridge at Spring Hill No. 2.

Issue: Ridge Development, LLC has submitted a final plat for Prairie Ridge at Spring Hill No. 2. As required by code, an Improvement Agreement has been drafted and signed by the developer and is subject to execution by the Mayor.

Background: On February 4, 2016 the Planning Commission recommended approval for the final plat entitled Prairie Ridge at Spring Hill No. 2. Prior to approval of the plat an Improvement Agreement must be approved by both the developer and city. This Agreement covers the construction of infrastructure, landscaping and erosion control BMP's. The Agreement also determines the amount of excise tax due on the development.

Analysis: The Improvement Agreement for Prairie Ridge at Spring Hill No. 2 has been drafted and approved by both staff and the developer. Authorization for the Mayor to execute the document is reasonable and recommended.

Alternatives: Approval, denial, remand for further study

Legal Review: City Attorney, Frank Jenkins has reviewed and assisted in the drafting of the proposed Improvement Agreement.

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). N/A

Recommendation: Staff recommends authorizing the execution of an Improvement Agreement for Prairie Ridge at Spring Hill No. 2.

Attachments: Improvement Agreement, Prairie Ridge at Spring Hill No. 2

IMPROVEMENT AGREEMENT PRAIRIE RIDGE
AT SPRING HILL NO. 2 SUBDIVISION

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the **CITY OF SPRING HILL, KANSAS**, (hereinafter “City”) and **RIDGE DEVELOPMENT, LLC** (hereinafter, “Developer”).

WITNESSETH:

WHEREAS, the Developer has applied to the City for final plat approval of a subdivision to be known as **PRAIRIE RIDGE AT SPRING HILL NO. 2** (“Subdivision”); and

WHEREAS, the final plat document for the Subdivision has been prepared by the Developer such that the following improvements, to wit:

Streets, sanitary sewers, street signs, and storm water facilities, and landscaping,

located within or about the Subdivision are to be dedicated to the City as public improvements; and

WHEREAS, pursuant to Section 17.378.C of the Spring Hill Subdivision Regulations and as a condition to the approval of the Developer’s final plat application (Application No. **FP-02-16**), and also as a condition prior to the filing of the Developer’s final plat document with the office of REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS, the Developer has been requested to enter into an agreement with the City concerning, among other things, the construction and maintenance of the improvements in or about the Subdivision, and

NOW, THEREFORE, the City and the Developer hereby enter into this Agreement on the following terms and conditions and in consideration of the mutual covenants and agreements hereinafter set forth:

1. IMPROVEMENTS TO BE CONSTRUCTED/CONSTRUCTION STANDARDS.

A. Improvements to be constructed. In consideration of and as a condition for approval of the Developer's final plat application regarding the Subdivision, which Subdivision can be more particularly, described as follows, to-wit:

See **EXHIBIT A** attached hereto and incorporated herein by reference.

Developer agrees to construct, install and complete, at its own expense, and to the satisfaction of the City, the following improvements, located within the Subdivision:

- A. STREETS.
- B. SANITARY SEWERS.
- C. STORM WATER SEWERS.
- D. STREET SIGNS.
- E. LANDSCAPING.

The Developer further agrees to construct, install and complete the above described public improvements (hereinafter "Improvements") according to and in compliance with the City's applicable construction standards, specifications, design criteria, general policy and procedures as set forth in the Spring Hill Technical Specifications and Design Criteria, and any amendments thereto (hereinafter "City's Standards"); and in accordance with the applicable rules, regulations and statutes of the state of Kansas, including the Kansas Department of Health and Environment (KDHE); and applicable Federal rules, regulations, and statutes; (hereinafter, collectively, "Standards")

B. WaterOne Certification for Water Line Improvements to be constructed. In consideration of and as a condition for approval of the Developer's final plat application regarding the Subdivision, the Developer agrees to provide to the City Engineer a letter of certification from Johnson County Water District No. 1 ("Water One"), that the Developer has entered into a contract with WaterOne to construct, install and complete, at the Developer's expense, and to the satisfaction of the WaterOne, the waterlines necessary for providing water service within the Subdivision.

The WaterOne certification shall be submitted to the City Engineer, prior to commencement by the Developer of any construction or installation of the Improvements described in paragraph 1 (A) above.

2. PERFORMANCE AND MAINTENANCE BONDS.

A. Performance Bond/ Improvements. The Developer further agrees to provide to the satisfaction of the City, security in the form of a Performance Bond to insure that the work,

construction, installation and completion of Improvements are accomplished in a timely manner and according to and in compliance with the aforementioned Standards. The Performance Bond shall be in a form approved by the City Attorney and shall be in an amount not less than the approved Estimate of the City; a copy of the approved Estimate being attached hereto as **EXHIBIT B** and incorporated herein by reference.

B. **Maintenance Bond/Improvements.** The Developer further agrees, on behalf of itself and its successors, to provide to the satisfaction of the City, security in the form of a Maintenance Bond, approved by the City Attorney, to insure that once construction and installation of the Improvements are completed, that the Improvements shall be maintained to the Standards; that they shall be free of any defect in materials or workmanship; and that they shall endure without the need of any repair due to failure during construction to follow or comply with the Standards; said security to be in effect for a period of two(2) years following the acceptance of Improvements by the City Engineer. The Maintenance Bond shall also be in an additional amount not less than the requirements set for such security by the City Engineer's approved Estimate.

C. **Option of Developer to Provide Contractor Bonds.** In lieu of providing performance and maintenance bonds required pursuant to paragraphs 2(A) and 2(B) above, the Developer may submit separate bonds from contractors for applicable public improvements as listed in paragraph 1(A) above. In conjunction with providing separate bonds by the Contractor, the Contractor will be required to execute an Agreement with the City in substantially the form as set forth in **EXHIBIT D**, attached hereto

The City Engineer shall notify the Developer in writing when the City Engineer has determined that the Improvements have been completed in a manner satisfactory to the City and the Improvements are thereby approved. It is understood and agreed between the parties that the City Engineer shall be the sole judge of "any defects in materials or workmanship" or the need of "any repairs" concerning the Improvements, and also whether the Improvements have been "maintained to the Standards" or are "completed in a manner satisfactory to the City"; said judgment to be exercised reasonably.

3. APPROVAL OF BONDS.

The Performance and Maintenance Bonds provided to the City by the Developer must first receive the written approval of the City Attorney prior to the security being recorded with the Office of the City Clerk, and prior to the Developer the Improvements to begin. In the event security satisfactory to the City Attorney is not provided to the City within two (2) months from the date of the City Engineer's approved Estimate, the City Engineer may then revise and/or update the estimate and require the Developer to provide to the City the additional or lesser amount of security, as may be necessary.

4. RECORDING THE SECURITY.

The Performance and Maintenance Bonds shall be recorded by the Developer with the Office of the City Clerk, after such time as the City Attorney has approved such security and both parties hereto have signed and acknowledged this Agreement; such costs as may be incurred by the recording of the security, if any, to be paid for by the Developer.

5. EXCISE TAX.

Pursuant to Ordinance No. 2004-26, and amendments thereto, the Developer agrees to contribute, at the time of platting, an excise tax for the purpose of raising general revenues to be used for general City projects or General Fund operations as approved by the Governing Body during the adoption of the city's annual budget. The Developer shall be required to provide \$0.158 per square foot of the area within the Subdivision. The area shall be determined by the Zoning Administrator in the manner set forth in Section Three of Ordinance No. 2004-26 and amendments thereto. A copy of the excise tax calculations being attached hereto as **EXHIBIT C** and incorporated by reference.

6. COMMENCEMENT OF CONSTRUCTION.

It is understood and agreed between the parties that prior to the Developer or its successors causing any construction installation of the Improvements to begin, the Developer must first receive written authorization from the City Engineer expressly stating that work on the Improvements may commence. It further understood and agreed between the parties that the City Engineer may disapprove of, and may also require the removal or reconstruction of, any and all work, construction or installation of the Improvements that is begun prior to the Developer receiving written authorization from the City Engineer concerning the improvements, if such work is not in conformance with the Standards.

7. COMPLETION OF CONSTRUCTION.

A. Time for Completing Construction. The Developer further agrees, Improvements referenced herein shall be constructed, installed and satisfactorily completed by it, at its own expense, according to and in compliance with the City's Standards within one (1) year from the effective date of the approved security required herein unless the City Engineer, at the City Engineer's sole discretion, agrees in writing to extend the completion date for the Improvements for an additional period of time not to exceed one (1) full year, said discretion to be exercised reasonably. Prior to seeking such an extension, the Developer shall submit to the City Engineer, at least sixty (60) days prior to the completion deadline, a written statement concerning the difficulty of completion, if any, that has been encountered regarding construction of the Improvements. Thereafter, the City Engineer may either approve or deny in writing any requested extension. In the event the City Engineer recommends extending the completion date, he or she may condition the extension, along with other conditions, upon the Developer providing extended security coverage in an additional amount or lesser amount necessary for the completion of the construction and maintenance of the Improvements. The Developer further agrees that in the event the required Improvements are not timely completed, for any reason, within said one (1) year period, unless extended as approved for herein; or the Improvements are not constructed, installed or completed according to and in compliance with the City's Standards

concerning the Improvements; or the Improvements, within one (1) year following their completed construction and written approval by the City Engineer, are not maintained to City Standards, free of any defects in materials or workmanship, or the Improvements do not endure without the need of any repairs due to failure during construction to comply with the Standards; then the City may, at its option exercise its rights, among others, by having constructed, installed, completed or maintained the Improvements referenced herein and recover the costs and expense so incurred it from the Developer or its successors personally, or it also may as the Obligee of the security, make demand on the security from the surety or its successor or such other applicable entity, or it may seek redress for the costs and expenses it incurred from both the Developer and the surety or other such applicable entity.

B. Failure to Complete Construction. It is further understood and agreed to by the parties that the approved Estimate of the City Engineer (**EXHIBIT B**), which establishes the amount of the Performance Bond required herein, is not a guarantee by the City the Improvements the Developer shall make to the Subdivision can be constructed, installed or completed for the amount set forth in the approved Estimate. Therefore, it is further agreed to by the parties that in the event the Developer fails to timely and satisfactorily construct, install and complete, for any reason, the Improvements required herein, the Developer shall remain responsible for the Improvements, notwithstanding the amount of money needed by the City to remedy the Developer's failure exceeds the amount of the Performance Bond. Consequently, in the event the City draws upon the Performance Bond and thereafter determines the cost to satisfactorily construct, reconstruct, install or complete the Improvements will exceed the amount of the bond, the City Engineer shall mail written notice thereof to the Developer, along with its construction bids, construction contracts or such other supporting documents, setting forth the costs required to satisfactorily complete the Improvements pursuant to and in compliance with the standards. Thereafter, the Developer agrees to pay the City, within thirty (30) days of the mailing of the notice, the amount of costs in excess of the Performance Bond, which the City requires to satisfactorily complete the improvements.

8. WAIVER OF LIENS.

It is further understood and agreed between the parties that following the completion of the construction and installation of the Improvements, but prior to the written approval of same by the City Engineer, the Developer shall deliver to the City Attorney, complete and legally effective releases and waivers of all liens which could arise out of or be filed in connection with the construction, installation and completion of the Improvements referenced herein. The Developer shall also provide the City Attorney with an affidavit signed by the both the Developer and its Contractor(s), that the releases or waivers provided include all labor, services, material and equipment for which a lien could be filed, and that the payrolls, material and equipment bills, and any other indebtedness connected with the Improvements, have been paid or otherwise satisfied. Any release, waivers or affidavits shall be in a form satisfactory to and approved by the City Attorney.

9. SIGNS AND BARRICADES.

The Developer further agrees that during the period of time the Improvements are being worked upon, constructed or installed, the Developer shall insure that any roads being worked upon will be closed and inaccessible to public travel. To that end, the Developer shall cause to be erected and maintained two (2) Type III barricades (10'), with a 48" x 30" "ROAD CLOSED" sign on each barricade, at each point where said roads intersect with a public road. The barricades may be staggered during work hours to allow entry of construction vehicles to the work site. During that period of time said Improvements are being worked upon, constructed or installed, if work takes place near or adjacent to public roads, the Developer shall erect and maintain warning signs on the public roads to adequately warn the traveling public. All signing of every kind required herein shall be designed, erected and maintained according to and in compliance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD), and must be approved by the City Engineer in writing prior to being erected. Further, all barricades and related warning signs shall be erected by the Developer prior to the Developer or its successors causing commencement of any work, construction or installation of the Improvements to begin. All barricades and related warning signs shall be maintained by the Developer in good condition until the construction has been determined by the City Engineer, in writing, to have been completed in an acceptable manner.

10. PERMANENT TRAFFIC SIGNING.

The City Engineer shall cause a study to be made of the permanent traffic signing needed along the roads located in or about the Subdivision prior to completion of the road improvements and their written approval. The Developer agrees that prior to the opening of said roads to public traffic, the City Engineer shall cause to be erected any permanent traffic signs that, in the City Engineer's opinion, are needed on said roads, and shall bill the Developer for the costs of any labor, equipment and materials expended by the City Engineer and the City's Public Works Department regarding the same. Payment for the labor, equipment and materials shall be due the City and/or the City Engineer from the Developer within thirty (30) days from the date mailing of the bill.

11. BUILDING AND OCCUPANCY PERMITS.

It is understood and agreed between the parties that no building permit for buildings, structures or other similar construction will be considered for issuance by the City or any of its departments or employees, until such time as the work, construction and installation the Improvements, located in the Subdivision has progressed to the point that they will allow reasonable access for the construction equipment and/or personnel.

All questions of "reasonable access" shall be determined solely by the opinion of the City Engineer; said determination to be exercised reasonably. Further, no certificate of occupancy will be considered for issuance by the City or any of its departments or employees for any building, structure or other similar construction until the Improvements have been completed in accordance with the City's Standards, satisfactorily to the City and have been approved in writing by the City Engineer.

12. FIELD INSPECTIONS.

The City Engineer or his or her designee shall be responsible to inspect the construction to insure that the improvements are built according to the lines, grades and dimensions on the approved plans. The Contractor will be required to provide prior notice to the City Engineer so as to allow scheduling of inspections. The City Engineer or his or her designee may make unannounced visits to the job site during various stages of the construction to observe the progress and quality of the work being done and to determine in general if the work is proceeding according to and in compliance with the City's standards. It is further agreed between the parties, that neither the City nor any of its officers, employees or agents shall be held liable or responsible, in any manner whatsoever by the Developer or its successors, should it be determined by the City Engineer or his or her designee, at any time prior to final written approval of the improvements, that the Developer or its Contractors failed to cause the Improvements to be constructed and installed according to and in compliance with the Standards and said improvements are therefore required to be removed and/or reconstructed in a manner satisfactory to the City, prior to receiving City approval.

13. ENGINEER AND SURVEYOR.

It is further understood and agreed between the parties that the Developer shall employ, at its own expense, a licensed professional engineer to design any and all Improvements according to and compliance with the City's Standards, and to inspect the construction to insure that the Improvements are built according to the lines, grades and dimensions on the approved plans. It is also understood and agreed that at the completion of construction of the Improvements, but prior to written approval of same by the City Engineer, the Developer shall employ, at its own expense, a registered land surveyor to verify the location of all property markers shown on the final plat documents regarding the Subdivision.

14. INSPECTION COSTS.

It is further understood and agreed between the parties that the Developer shall pay the City, for the cost incurred by the City Engineer or that Department for inspections deemed reasonably necessary by the City Engineer to assure the City that the work, construction, installation and maintenance of the Improvements is being accomplished according to and in compliance with the City's standards and the approved plans. The costs charged for the inspections shall be determined from the fee schedule, which has been approved by the City and established by the City Engineer concerning such matters. Payment for the cost of the inspection shall be due the City from the Developer within thirty (30) days from the date the bill is received.

15. PROOF OF OWNERSHIP.

Prior to the filing of the Developer's final plat document with the County Register of Deeds, it is agreed the Developer shall exhibit to the City Attorney, proof of ownership and title to any real property that is being offered in dedication to the City for public purpose. The proof of ownership and title provided shall be in a form satisfactory to the City Attorney.

16. INDEMNITY.

The Developer further agrees to protect, defend indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney fees) or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relate to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "Claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of the Developer, its employee's, contractor's, subcontractor's, independent contractor's, or other such similar entities' work, construction or installation of the Improvements referenced herein, during any period or time prior to satisfactory completion, installation and final written approval by the City Engineer of the Improvements construction and the formal acceptance of maintenance of the Improvements by the City Engineer. The Developer further agrees, on behalf of itself and its successor, to investigate, handle, respond to provide defenses for and defend any such claims at its sole expenses and agrees to bear all other costs and expense related thereto, even if said claims are groundless, false or fraudulent.

17. SALE OF PROPERTY.

The Developer further agrees that the sale of any portion of the Subdivision made reference to herein, shall in no way effect or change the Developer or its successors' obligation to continue to comply with the terms of this Agreement unless and until any such purchaser(s) enter in a separate written agreement with the City to assume similar terms, covenants and obligations regarding the Improvements referred to herein and the water line improvements described in Paragraph 1 (B) above.

18. STATUS OF PARTIES.

It is understood and agreed between the parties that this Agreement does not and shall not be construed, interpreted or argued by either of them, in a court of law or otherwise, to create any principal/agent, master/servant, employer/employee or partnership relationship of any kind between the Developer or its successors and the City or its successors and assigns.

19. MODIFICATION.

It is understood and agreed between the parties that there shall be no waiver or modification of this Agreement unless such waiver or modification is first reduced to writing and signed by all parties herein.

20. COMPLETE AGREEMENT.

This Agreement is the complete agreement between the parties, contains all the terms and conditions agreed upon between them and shall, when signed by both parties, supersede all other agreement, oral or otherwise, entered into between them regarding the subject matter of the Agreement. No other agreement, oral or otherwise, regarding the subject matter of Agreement,

shall have any validity or bind any of the parties hereto, unless executed pursuant to Paragraph 19 of the Agreement.

21. SEVERANCE.

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then in that event, it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby.

22. SUCCESSORS.

The terms, provisions, conditions, covenants and obligations contained in the Agreement shall be binding upon and inure to the benefit of the Developer's successors and assigns.

23. LAWS OF KANSAS.

It is understood and agreed between the parties that this Agreement, the performances required herein and all proceeding that flow therefrom shall be construed according to and controlled by the laws of the state of Kansas. In any proceeding that may be brought that are arising out of, in connection with, or by reason of this Agreement, the laws of the state of Kansas shall be applicable, controlling and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any such proceeding may be instituted.

24. MATTERS DISREGARDED.

The titles of the several sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only and they shall be disregarded in construing or interpreting any of the provisions of the Agreement.

25. RECORDING OF THIS AGREEMENT.

The Developer further agrees that this Agreement shall be filed by the City with the office of the Register of Deeds, JOHNSON COUNTY, KANSAS where the Subdivision is located, as soon as reasonably practical after it has been signed by all parties hereto. The City shall provide the Developer and City Attorney with file-stamped copies of the recorded Agreement immediately after it has been recorded.

26. SIGNATURE AUTHORITY.

The Developer hereby promises and states that in the event it is a corporation or partnership, the individual whose name and signature appear below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and conditions of this Agreement.

27. TIME.

Time is of the essence.

28. NOTICES.

All notices required or desired to be given hereunder shall be in writing, and all such notices and other documents required or desired to be given hereunder shall be hand-delivered, or sent by registered or certified mail, electronic mail, or by recognized overnight delivery services such as FedEx, as follows:

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: glenda.gerrity@springhillks.gov

If to Developer: Ridge Development, LLC
 Don Margritier
 300 Duck Road
 Grandview, MO 64030
 Email: dmargritier@teaguelumberco.com

IN WITNESS WHEREOF, the parties hereto have set their hands below.

“CITY”

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

“DEVELOPER”

Ridge Development, LLC

(Name)

(Title)

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for the County and State on this _____ day of _____, 2016, personally appeared **STEVEN M. ELLIS**, Mayor, and **GLEND A GERRITY**, City Clerk of the **CITY OF SPRING HILL, KANSAS**, a municipal corporation duly organized, incorporated and existing under and by virtue of the law of the state of Kansas, who are personally known to me to be the persons who executed, as such officers, the within instrument on behalf of said corporation and such persons duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

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

Notary Public

My Appointment Expires:

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on this _____ day of _____, 2016, personally appeared _____, who is the _____ of RIDGE DEVELOPMENT, LLC, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID SECTION, THENCE SOUTH 87°46'57" WEST, ALONG THE SOUTH LINE OF SAID SECTION, 1340.59 FEET; THENCE NORTH 2°41'54" WEST, ALONG THE EAST LINE OF RECORDED PLAT PRAIRIE RIDGE AT SPRING HILL, A SUBDIVISION IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS AND THE EAST LINE OF THE WEST ONE-HALF OF SAID QUARTER SECTION, TO THE NORTHEAST CORNER OF LOT 1, BLOCK ONE OF SAID SUBDIVISION; 982.53 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 87°46'57" WEST, ALONG THE NORTH LINE OF LOTS 1 THROUGH 8, BLOCK ONE OF SAID SUBDIVISION, TO THE EAST RIGHT-OF-WAY OF NORTON STREET, 657.55 FEET; THENCE NORTH 9°49'02" EAST, ALONG THE EAST RIGHT-OF-WAY OF NORTON STREET, 31.66 FEET; THENCE NORTH 80°10'58" WEST, ALONG THE NORTH LINE OF LOT 1, BLOCK TWO OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT, 180.00 FEET; THENCE SOUTH 45°46'52" WEST, TO THE NORTHEAST CORNER OF LOT 18, BLOCK TWO OF SAID SUBDIVISION, 102.17 FEET; THENCE SOUTH 87°32'26" WEST, ALONG THE NORTH LINE OF LOTS 18 AND 19 OF SAID BLOCK, TO THE EAST RIGHT-OF-WAY OF BARSTOW STREET, 258.56 FEET; THENCE NORTH 2°27'34" WEST, ALONG THE EAST RIGHT-OF-WAY OF BARSTOW STREET, 46.10 FEET; THENCE SOUTH 87°32'26" WEST, ALONG THE NORTH LINE OF LOT 1, BLOCK THREE OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT, SAID POINT ALSO BEING THE WEST LINE OF SAID QUARTER SECTION AND THE EAST LINE OF LOT 1 SPRING HILL USD 230 CAMPUS, A SUBDIVISION IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, 175.00 FEET; THENCE NORTH 2°27'34" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, 334.21 FEET; THENCE SOUTH 73°36'50" EAST, 144.83 FEET; THENCE SOUTH 76°47'34" EAST, 50.10 FEET; THENCE NORTH 87°32'26" EAST, 317.90 FEET; THENCE NORTH 78°24'02" EAST, 64.45 FEET; THENCE SOUTH 80°10'58" EAST, 180.00 FEET; THENCE NORTH 09°49'02" EAST, 11.87 FEET; THENCE NORTH 87°46'57" EAST, TO THE EAST LINE OF THE WEST ONE-HALF OF SAID QUARTER SECTION, 589.97 FEET; THENCE SOUTH 2°41'54" EAST, ALONG SAID EAST LINE, 305.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.266 ACRES, MORE OR LESS.

EXHIBIT B

Prairie Ridge at Spring Hill No. 2
Opinion of Probable Construction Cost
January 12, 2016

STREET	UNIT	QUAN.	UNIT \$	ITEM \$
TOPSOIL STRIPPING (6")	C.Y.	1,400	\$2	\$2,800
UNCLASSIFIED EXCAVATION	C.Y.	21,000	\$4	\$84,000
COMPACTED FILL	C.Y.	4,000	\$3	\$12,000
SUBGRADE TREATMENT (FLYASH)	S.Y.	5,200	\$6	\$31,200
COMPACTION TEST (STREETS @ 500')	EACH	4	\$1,000	\$4,000
ASPHALT SURFACE COURSE	TONS	550	\$75	\$41,250
ASPHALT BASE COURSE	TONS	1,800	\$70	\$126,000
TYPE A CONCRETE CURB AND GUTTER	L.F.	2,460	\$15	\$36,900
TYPE B CONCRETE CURB AND GUTTER	L.F.	210	\$17	\$3,570
RELOCATE SINGLE BEAM GUARD FENCE	L.F.	64	\$40	\$2,560
SINGLE BEAM GUARD FENCE	L.F.	30	\$50	\$1,500
18" NOMINAL DIAMETER RIPRAP	S.Y.	70	\$30	\$2,100
SEEDING, MULCHING & FERTILIZING	L.S.	1	\$5,000	\$5,000
				\$352,880
STORM SEWER				
15" CMP	L.F.	519	\$35	\$18,165
18" CMP	L.F.	121	\$40	\$4,840
24" CMP	L.F.	0	\$45	\$0
5'x4' CURB INLET	EACH	6	\$2,500	\$15,000
4'x4' JUNCTION BOX	EACH	1	\$2,500	\$2,500
4' DIAMETER JUNCTION BOX	EACH	1	\$2,000	\$2,000
END SECTION	EACH	1	\$500	\$500
				\$43,005
EROSION AND SEDIMENT CONTROL				
STRAW WATTLE	L.F.	2200	\$3	\$6,600
CONSTRUCTION ENTRANCE PAD	EA.	2	\$1,500	\$3,000
TEMPORARY INLET SEDIMENT BARRIER	EA.	6	\$100	\$600
CURB LINE SEDIMENT TRAP	EA.	6	\$200	\$1,200
				\$11,400
SANITARY SEWER				
8" PVC, SDR 26 W/GRAN. EMBED.	L.F.	1257	\$30	\$37,710
STD. MANHOLE (4' DIA., 6' DEPTH)	EA.	6	\$2,000	\$12,000
EXTRA DEPTH MANHOLE (4' DIA.)	V.F.	43.5	\$100	\$4,350
SANITARY SERVICE	EA.	25	\$700	\$17,500
CA-5 BACKFILL	L.F.	600	\$60	\$36,000
CONNECT TO EXISTING MANHOLE	EA.	4	\$500	\$2,000
				\$109,560
			TOTAL:	\$516,845

EXHIBIT C

*COMMUNITY
DEVELOPMENT*

City of Spring Hill, KS

Memo

To: Melanie Landis, Administrative Services Director
 From: Jim Hendershot, Community Development Director
 CC: Chris Storm, Landplan Engineering; Don Margritier
 Date: January 27, 2016
 Re: Excise tax calculations, Prairie Ridge at Spring Hill No. 2

Mr. Don Margritier, working with Chris Storm of Landplan Engineering, has submitted for approval Prairie Ridge Subdivision Phase 2. I am now charged with calculating the excise tax upon Governing Body approval of the plat. The plat is scheduled for review by the Planning Commission on February 4, 2016. A recommendation on the plat will then be forwarded to the Governing Body for final approval. Once the final plat is approved by the Governing Body the developer will be invoiced for the tax amount. The Mayor will not sign the plat nor will the plat be recorded until the excise tax is paid.

If you agree with the calculations please sign the form and return to my office. I am also copying this memo to the design engineer, Chris Storm and Don Margritier for review and comments. Calculations are based on the provisions of Ordinance 2002-22 which establishes allowable deductions for specific areas within the plat, and Ordinance 2004-26 that establishes the excise tax rate of 15.8 cents per square foot of the calculated area.

Plat Area	9.26 Acres X 43,560 sq. ft./acre	403,365.6 sq. ft.
Deductions	Tract A (open space)	22,490.0 sq. ft.
	Street R-O-W	<u>75,594.5 sq. ft.</u>
	Total deductions	98,084.5 sq. <u>ft.</u>
Net area subject to excise tax		305,281.1 sq. ft.
	Tax Rate	<u>x . 0.158</u>
	Excise Tax Due	\$48,234.41

Melanie Landis, Finance Director

Jim Hendershot, Community Development Dir.

EXHIBIT D
AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 20____, by and between the **CITY OF SPRING HILL, KANSAS** (hereinafter "City") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, on the _____ day of _____, 20____, the City and _____ (hereinafter "Developer") entered into Improvement Agreement _____ marked Exhibit A, attached hereto and incorporated by reference (hereinafter "Improvement Agreement") relating to the construction of the described public improvements with the subdivision; and

WHEREAS, _____ of the Improvement Agreement provides that the Developer has the option to provide to the City separate performance and maintenance bonds (required by paragraph ____ of the Agreement), and erosion control bonds (required by paragraph ____ of the Agreement) from contractors for the described public improvements; and

WHEREAS, the Developer has entered into an agreement with the Contractor to construct the public improvements.

NOW, THEREFORE, the City and Contractor hereby enter into the Agreement on the following terms and conditions, in consideration of the mutual covenants and agreements hereinafter set forth:

1. Contractor agrees to perform the obligations of the Developer to provide a performance bond, maintenance bond, and erosion control bond to the City in accordance with paragraph ____ and paragraph ____ of the improvements described in the Improvement Agreement.
2. Contractor agrees to require the bond surety to include the attached Addendum to its each of its bonds which confirms that the obligations of the surety include the obligations of the Contractor under the Improvement Agreement.
3. The City agrees to permit the Contractor to provide the performance bond, maintenance bond, and erosion control bond to the City in accordance with paragraphs _____ of the Improvement Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands below.

CITY OF SPRING HILL, KANSAS

CONTRACTOR

Steven M. Ellis, Mayor

Authorized Representative

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: FEBRUARY 25, 2016

DATE: FEBRUARY 15, 2016

Consent Agenda: Final Plat, Prairie Ridge at Spring Hill No. 2, FP-02-16.

Issue: Ridge Development, LLC has submitted a final plat application for Prairie Ridge at Spring Hill No. 2 located on 199th St. east of the Spring Hill High School.

BACKGROUND: The applicant, Ridge Development, LLC has submitted an application for an additional phase of development in the Prairie Ridge Subdivision located east of Ridgeview on 199th Street. The plat consists of 28 residential lots and one common area tract.

Analysis: (See attached staff report, PC minutes, final plat drawing) The Spring Hill Planning Commission reviewed the application at their February 4, 2016 meeting. After discussion the PC voted unanimously to recommend approval of the final plat.

Alternatives: Approval, denial, table, or remand to the PC for further study

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). N/A

Recommendation: Staff and the Spring Hill Planning Commission recommend approval of the final plat for Prairie Ridge at Spring Hill No. 2, file number FP-02-16.

Attachments: Planning Commission minutes, February 4, 2016
Staff Report, FP-02-16
Final Plat

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

**City of Spring Hill, Kansas
Minutes of Planning Commission Regular Session
February 4, 2016**

A Regular Session of the Planning Commission was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on February 4, 2016. The meeting convened at 7:01 p.m. with Chairman Stephen Sly presiding, and Christie Campbell, Planning Secretary recording.

Commissioners in attendance: Stephen Sly
Troy Mitchell
Janell Pollom
Paul Ray
Cindy Squire
Tyler Vaughan – left at 7:45 p.m.

Commissioners absent: Tobi Bitner
Josh Nowlin
Michael Weber

Staff in attendance: Jim Hendershot, Community Development Director
Christie Campbell, Planning Secretary

Public in attendance: Mr. Don Dusselier, Representative for Brookwood Farms
Mr. Leonard Marks, Representative for Brookwood Farms
Mr. Matt Schlicht, Engineering Solutions
Mr. Don Margritier, Ridge Development
Ms. Barb Bernritter, General Public

ROLL CALL

The secretary called the roll of the Planning Commissioners. With a quorum present, the meeting commenced.

FORMAL ACTION

1. Final Plat (FP-02-16) – Prairie Ridge Phase 2

Beginning of Staff Report

End of Staff Report

Mr. Hendershot, Community Development Director, presented the staff report to the Planning Commission.

Commissioner Squire indicated that it was her recollection that there were supposed to be walking trails in this subdivision with a path that connected to the high school. She asked if this would be in this phase or a future phase. Mr. Hendershot stated that the walking trails were included in the initial application, but the school district was not in favor of connecting to their property at the time. Mr. Margritier, Prairie Ridge Developer, added that the walking trail is still in the plan for the next phase. The trail will be constructed in the subdivision and stop at the property line.

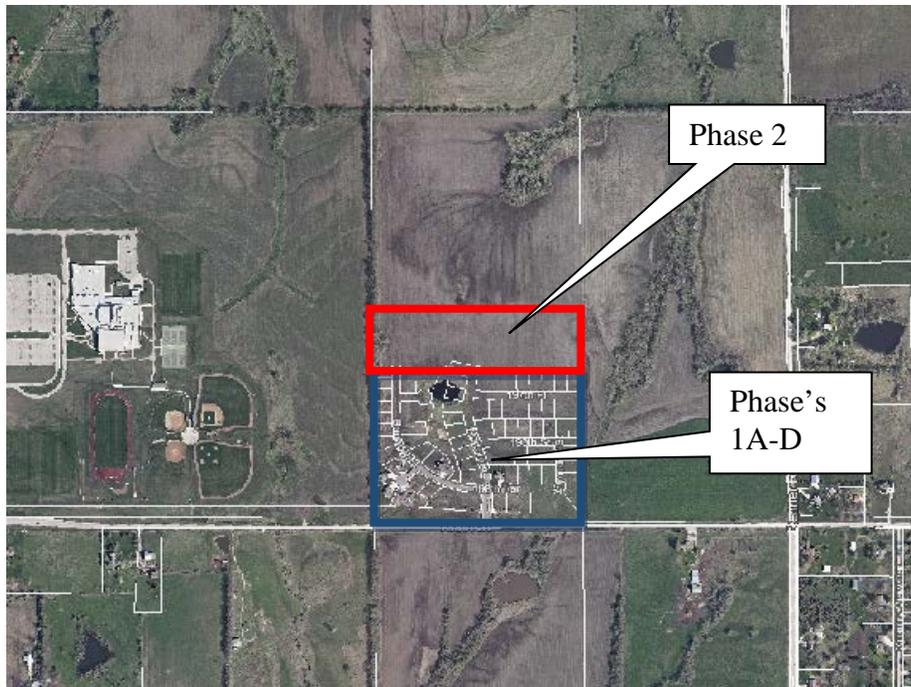
THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

Motion by Ms. Squire, seconded by Mr. Mitchell, to approve the final plat application FP-02-16, Prairie Ridge Phase 2.

Roll Call Vote: Ray-Aye, Mitchell-Aye, Sly-Aye, Vaughan-Aye, Squire-Aye

Abstain: Pollom

Motion carried 5-0-1



BACKGROUND:

In August, 2014 the Planning Commission voted to recommend approval of the final plat for Prairie Ridge at Spring Hill No. 2. This plat contained 56 residential lots and one common area parcel. At the request of the applicant, the plat was not presented to the City Council for approval due to market conditions at the time. The applicant has now reduced the size of the final plat to 28 residential lots and one common area parcel. As a result, staff has discontinued and closed the file for the original application and is now presenting the revised Prairie Ridge at Spring Hill No 2 final plat.

In 2009 the Planning Commission approved a reduction in scope from Phase 1 due to economic conditions. Phase's 1A-D are complete with respect to infrastructure construction and homes are being built throughout these phases. The pool and clubhouse adjacent to the subdivision entrance are complete and open for use, and a large portion of the pedestrian trail with various amenities are complete. In addition, the required turn lanes from 199th Street are complete as required by the platting and improvement agreements.

STAFF COMMENT:

Phase 2 consists of 28 residential lots and one common area tract. Staff finds the final plat to be in compliance with the previously approved preliminary plat and offers the following review of Section 17.372.D of the Spring Hill Subdivision Regulations:

1. Separate drawings of profiles and cross section of streets, alley's and public use areas have been forwarded to the City Engineer for review,
2. Staff has verified the person or persons name on the plat are the owner(s) of the area subject to the final plat,

3. Staff has verified all due or unpaid taxes have been paid in full,
4. Drainage areas are subject to maintenance of adjoining homeowners or the homeowners association,
5. Public facilities are adequate and available to the site,
6. Adequate control of storm water through appropriate BMP's have been detailed on drawings submitted to the City Engineer for approval,
7. Construction refuse will be disposed of in an appropriate manner,
8. The required Improvement Agreement is being prepared by staff and will be forwarded to the applicant, City Engineer and City Attorney for review and approval. This Agreement will be signed by the applicant prior to consideration of the final plat by the Governing Body. All required bonds and insurance documents will be submitted to the City prior to issuance of a Notice to Proceed from the City Engineer.
9. Staff finds the proposed final plat in substantial compliance with the preliminary plat for the subdivision approved by the Planning Commission in 2006 and with the Comprehensive Plan for the City of Spring Hill.

PLANNING COMMISSION REVIEW AND ACTION: Upon review of the final plat application the Planning Commission may by a majority vote of those members present:

- Recommend approval of the application to the Governing Body, or
- Recommend denial of the application to the Governing Body and notify the applicant of such action, or
- Table action on the application to a specific date and notify the applicant of such action

STAFF RECOMMENDATION:

Staff recommends approval of final plat application FP-02-16, Prairie Ridge at Spring Hill No. 2.

Attachments: Final Plat

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: FEBRUARY 25, 2016
DATE: FEBRUARY 15, 2016

Formal Action: Annexation ordinance #2016-03

Issue: Annexation of right-of-way on Old KC Road.

Background: The area of right-of-way subject to this annexation is within the city limits but has been exempted from the city limits boundary description for many years. This is most likely due to fact the area was previously state right-of-way for old K-7 Highway. It is assumed that when the adjoining properties were annexed into the city the legal descriptions of the annexations were limited to the property itself and not the adjoining right-of-way. Having sections of roads within the city that are not part of the city limits creates issues for law enforcement in determining jurisdictional authority, as well as confusion for maintenance of road ways.

Analysis: Annexation of this roadway is reasonable and beneficial to both the City of Spring Hill and Miami County. Annexation will clarify law enforcement jurisdiction and clarify maintenance responsibilities.

Alternatives:

1. Approval of annexation
2. Denial of the annexation
3. Remand to staff for consideration
4. Table the item pending further discussion

Legal Review: City Attorney Frank Jenkins has reviewed the proposed ordinance and found it to be in compliance with State Statute relating to annexation.

Funding Review or Budgetary Impact: N/A

Recommendation: Staff recommends adoption of annexation ordinance #2016-03

Attachments: Draft ordinance
Annexation area locator map

ORDINANCE NO. 2016-03

AN ORDINANCE ANNEXING LAND TO THE CITY OF SPRING HILL, KANSAS.

WHEREAS, the following described land is located in Miami County, Kansas, adjoins the City; and

WHEREAS, the following described land meets one or more of the conditions prescribed by K.S.A 12-520; and

WHEREAS, the governing body of the City of Spring Hill, Kansas finds it advisable to annex such land.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS:

SECTION 1. That the following described land meeting the conditions for annexation prescribed in K.S.A 12-520 is hereby annexed and made a part of the City of Spring Hill, Kansas:

Old Kansas City Road Annexation

All that part of the existing right of way of Old Kansas City Road (Old US Highway 169) located in the Northeast $\frac{1}{4}$ of Section 27, Township 15 South, Range 23 East, Miami County, Kansas, more particularly described as follows:

Beginning at the intersection of the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 27 with the existing West right of way line of Old Kansas City Road (Old US Highway 169); thence Northeasterly along said West right of way line to its intersection with the existing West right of way line of US Highway 169; thence Southeast along said West right of way line to its intersection with the existing East right of way line of Old Kansas City Road; thence Southeasterly along said East right of way line to its intersection with the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 27; thence West along said South line to the POINT OF BEGINNING.

SECTION 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

SECTION 3. Upon passage and publication of the ordinance, the city clerk shall, pursuant to K.S.A 12-522, file a certified copy of such ordinance with the County Clerk, the Register of Deeds, and the County Election Commissioner of Miami County, Kansas. A certified copy of such ordinance shall also be filed with the Johnson County Election Commissioner. No fee shall be charged for such filing, and the register of deeds shall file, but not record, a certified copy of this ordinance with him or her.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2016.

APPROVED BY THE MAYOR this _____ day of _____, 2016.

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

Note to publisher: Please publish one (1) time in the official newspaper. After publication, please send one (1) proof of publication to the city clerk, Glenda Gerrity, P.O. Box 424, Spring Hill, Kansas 66083, and one (1) proof of publication to the city attorney, Frank H. Jenkins, Jr., LOWE LAW FIRM, LLP, 105 S. Kansas Avenue, Olathe, Kansas 66051-0580.

Agenda Item Review Sheet

To: Mayor and City Council
From: Frank H. Jenkins, Jr., City Attorney
Date: February 18, 2016
Meeting: March 10, 2016

Formal Action: Consider Resolution approving acceptance of permanent utility easement for the Rose Park subdivision (Phase I).

Issue: Permanent utility easement relating to the Rose Park subdivision (Phase I).

Background: In 2015, the Rose Park Subdivision Plat (Phase I) was approved by the City. During the construction process, it was determined that an additional permanent utility easement was needed at the request of Westar. The developer, Day 3, L.L.C., has agreed to donate the utility easement to the City.

Funding Review or Budgetary Impact: No impact.

Recommendation: Approval of the acceptance of the permanent utility easement.

Alternatives:

1. Motion to approve the Resolution accepting the permanent utility easement from Day 3, L.L.C.
2. Motion directing staff to provide additional information.

Attachment: Resolution

cc: Jonathan Roberts, City Administrator
Glenda Gerrity, City Clerk
Melanie Landis, Director of Finance
Jeff Rupp, Assistant Director of Public Works
Jim Hendershot, Director of Community Development
John Brann, City Engineer

RESOLUTION NO. 2016-R-04

A RESOLUTION ACCEPTING THE CONVEYANCE OF A PERMANENT UTILITY EASEMENT FROM DAY 3, L.L.C., FOR THE ROSE PARK SUBDIVISION (PHASE I).

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 conveyance to the City of the permanent utility easement from Day 3, L.L.C. (attached hereto).

SECTION TWO. The City Clerk is hereby authorized and directed to file the permanent utility easement with the Records and Tax Administration (RTA) of Johnson County, Kansas.

ADOPTED by the City Council this _____ day of _____, 2016.

APPROVED by the Mayor this _____ day of _____, 2016.

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

Tract No.
Parcel No.
Address:

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, made and entered into this 21st day of January, 2016, by and between Day 3, L.L.C., located at 17475 Ridgeview Road, Olathe, Kansas 66062, 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, the Grantee desires to obtain a Permanent Utility Easement in, on, 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 EASEMENT**

In consideration of One Dollar (\$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 Permanent Utility 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):

**Permanent Utility Easement:
(See Exhibit A)**

**SECTION TWO
ADDITIONAL RIGHTS OF GRANTEE**

- (1) Grantee shall have the right to install additional facilities or improvements or to replace said facilities or improvements in the above-described easement at some future date and under the same conditions as the earlier facilities or improvements were installed, except no additional payment shall be made for the purchase of said right.
- (2) The Grantee and its employees and agents shall at all times have free access to the facilities or improvements, using such reasonable route as Grantor may designate or approve.
- (3) Grantee may assign its rights hereunder, in whole or in part, or may share, cooperate, or otherwise allow other public or private entities to use some or all of the rights granted hereunder, on such terms and conditions as Grantee may determine, without additional compensation to Grantor.

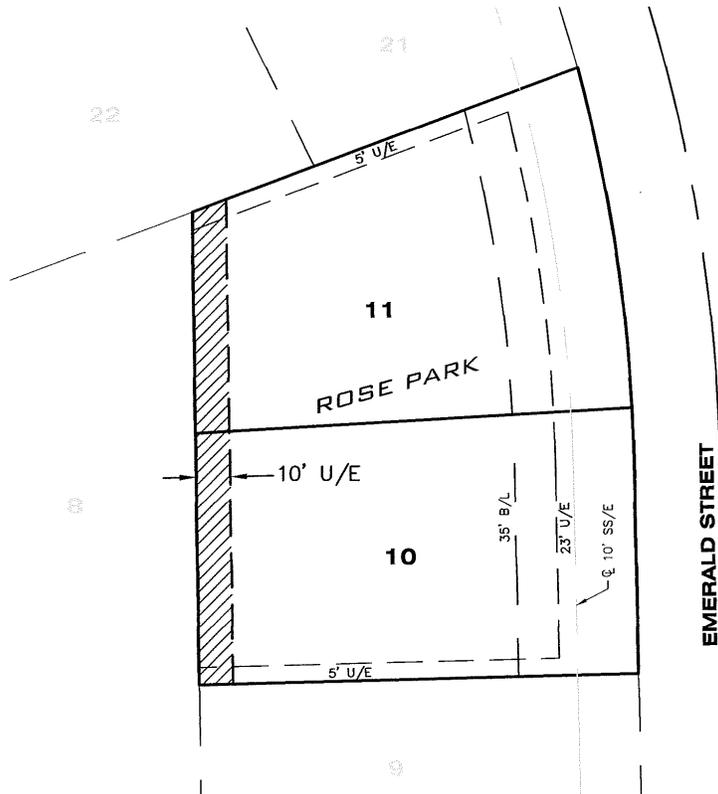
**SECTION THREE
RIGHTS OF GRANTOR**

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee or any other authorized user of the rights granted herein. Grantor shall not construct nor permit to be constructed any house, structure, or obstruction on or over the premises or interfering with the construction, maintenance, or operation of any utility line, improvement, facility or appurtenance constructed pursuant to this

EXHIBIT A

LEGAL DESCRIPTION

All of the West 10.00 feet of Lots 10 and 11 of Rose Park, a subdivision of land in the City of Spring Hill, Johnson County, Kansas.



SCALE: 1"=40'



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATH, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904