

**REVISED**

**SPRING HILL CITY COUNCIL  
REGULAR MEETING  
AGENDA  
THURSDAY, JUNE 23, 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**

**PUBLIC HEARING:**

Consider issuing its Industrial Revenue Bonds (Taxable under Federal Law) (BlackHawk Apartments Phase 1”, Series 2016

**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: June 9, 2016
2. Appropriation Order 2016-06-23
3. Consider Approval of Special Event: Big Truck Day, Spring Hill Recreation Commission
4. Consider Approval of Final Plat: FP-05-16, The Bowery II, Replat, 20559 S. Lone Elm Road, Lots 1, 2, 3, 4, Mr. Mike Denny, Artistic Concrete Surfaces
5. Consider Contract for Ground Water Storage & Elevated Tower Cleaning and Inspections: Inland Potable Services, Inc.
6. Resolution No. 2016-R-17: County Assistance Road System (CARS) 5-Year Plan
7. Resolution No. 2016-R-18: Establishing Legal Dates for Discharge of Fireworks

## **FORMAL COUNCIL ACTION**

8. Resolution No. 2016-R-16: Resolution of Intent for Industrial Revenue Bonds, BlackHawk Apartment Project
9. Ordinance No. 2016-07: Amending Insurance Proceeds Act, Article 8A of the Spring Hill Municipal Code
10. Consider Approval of Proposal/Award of Contract: Mid-Am Building Supply Water Line Relocation

## **CITIZEN PARTICIPATION**

## **PRESENTATION**

## **ADJOURN**

(Published in *The Miami County Republic* on Wednesday, June 15, 2016)

**CITY OF SPRING HILL, KANSAS**

**NOTICE OF PUBLIC HEARING**

The City of Spring Hill, Kansas (the “City”), will hold a public hearing at 7:00 p.m., or as soon thereafter as possible, on Thursday, June 23, 2016, in Room 15 at the Spring Hill Civic Center, 401 N. Madison Street, Spring Hill, Kansas, to consider issuing its Industrial Revenue Bonds (Taxable under Federal Law) (BlackHawk Apartments Phase I), Series 2016, in the principal amount not to exceed \$11,960,000 (the “Bonds”), and to consider granting an exemption from *ad valorem* taxes on property purchased with proceeds of the Bonds. The proceeds of the Bonds will be applied to finance the costs of constructing and equipping an apartment complex, located at the southeast corner of Harrison Street and W. 226<sup>th</sup> Street within the City, and to pay the costs of issuance of the Bonds.

Interested members of the public are invited to attend the public hearing and express their views orally or in writing on the proposed issuance of the Bonds and the granting of the tax exemption.

DATED June 13, 2016.

CITY OF SPRING HILL, KANSAS

By: /s/ Glenda Gerrity

Glenda Gerrity  
City Clerk

**City of Spring Hill, Kansas  
Minutes of City Council Regular Session  
June 9, 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 June 9, 2016. The meeting convened at 7:00p.m. with Mayor Steven Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance: Chris Leaton  
Floyd Koder  
Andrea Hughes

Councilmembers absent: Clint Gillis  
Vacancy

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

Consultants in attendance: City Attorney Frank Jenkins  
City Engineer John Brann

**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 amend Item 5. to read as: Consider Approval of Bid and Award of Contract: Street and Sidewalk Improvements, Kansas Heavy Construction, LLC

**Motion by** Leaton, seconded by Koder, to approve the agenda as revised. Motion carried 3-0-0

**CITIZEN PARTICIPATION:**

Mrs. Bernadette Greufe, 305 S. Madison, stated her concern about a dead tree located on her neighbor's property that is encroaching on her property. She also stated that dead limbs fall on her property and is concerned that the tree may fall at some point. The Mayor directed staff to look into the matter and thanked Mrs. Greufe for attending the meeting.

**CONSENT AGENDA:**

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

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

Motion carried 3-0-0.

**FORMAL COUNCIL ACTION**

**4. Appropriation Order 2016-06-09**

The appropriation order was presented for consideration in the amount of \$172,679.72.

**Motion by** Leaton, seconded by Hughes, to approve appropriation order 2016-06-09. Motion carried 3-0-0.

**5. Consider Approval of Bid and Award of Contract: Street and Sidewalk Improvements, Kansas Heavy Construction, LLC**

The Community Development Director presented the bids and contract for the Street and Sidewalk Improvement project. On May 26, 2016, three bids were opened with the low bid being submitted by Kansas Heavy Construction, LLC in the amount of \$845,519.50. The engineer's estimate for this work was \$947,543.00 which is 10.8% below the project budget.

Kansas Heavy Construction, LLC has successfully completed many projects of this type and size. In an effort to expedite this project so construction can be completed this year, staff requested the acceptance of the bid along with approval of the contract, contingent on final review and approval by the city attorney, city risk manager and insurance agent. Mr. Hendershot noted that all three sections of this project required easements. The temporary easement for Section 3 (Sidewalk to the High School) has been acquired. The temporary and permanent easements for Section 1 (Webster Street Acceleration Lane) and Section 2 (West Lake Park Access Road) have not yet been acquired. The City's right of way agent continues to work on these easements and hopes to have them in hand within the next 30 days. The start of construction is anticipated to be the first week of July. Section 3 will be constructed first. The expenditures will be paid from the City's street fund for Sections 1 and 3 and from the Special Sales Tax Fund for Section 2.

Staff recommended that the City Council accept the bid and award the contract to Kansas Heavy Construction, LLC in the amount of \$845,519.50.

**Motion by** Leaton, seconded by Hughes, to accept the bid and award the contract to Kansas Heavy Construction, LLC in the amount of \$845,519.50. Motion carried 3-0-0.

**6. Consider Approval of Contract: Stantec Consulting Services, Inc.**

The Community Development Director presented the professional services agreement with Stantec Consulting Services, Inc. Stantec Consulting is a long standing company in the field of pavement analysis. The information provided by this survey will be a valuable tool in the street maintenance program and eliminate any guess work or inaccurate assumptions of needed street repairs based on visual inspection alone. The agreement has been reviewed by the City Attorney. This expenditure will be drawn from 10-02-7740 Professional Services.

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

**Motion by** Leaton, seconded by Hughes, to approve the Service Agreement with Stantec Consulting Services in the amount of \$7,500 and authorizing the Mayor to execute the documents relating to this Agreement. Motion carried 3-0-0.

**EXECUTIVE SESSION – Attorney-Client Privilege Exception**

**Motion by** Leaton, seconded by Hughes, to recess into Executive Session for 15 minutes under the Attorney-Client Exception to the Kansas Open Meetings Act: Subject – Anticipated litigation. The following persons are to be in attendance: Jonathan Roberts, City Administrator, Jim Hendershot, Director of Community Development and Frank Jenkins, Jr., City Attorney. Motion carried 3-0-0.

The meeting recessed at 7:15p.m.

The meeting reconvened at 7:30p.m. with everyone present.

Mayor Ellis announced that no votes were taken or decisions made during the executive session. The discussion was limited to the subject stated.

**Motion by** Leaton, seconded by Koder, to extend the Executive Session for 10 minutes. Motion carried 3-0-0.

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

The meeting recessed at 7:30p.m.

The meeting reconvened at 7:40p.m. with everyone present.

Mayor Ellis announced that no votes were taken or decisions made during the executive session. The discussion was limited to the subject stated.

**PRESENTATION: Cemetery Report**

Mrs. Helen Hecke provided a verbal report of the expenses and revenue of the Cemetery Fund. Mrs. Hecke reported that the Board cashed a \$15,000.00 certificate of deposit to maintain the cemetery. Mrs. Hecke also reported a deficit of approximately \$11,000.00 for 2016 which is a concern. The cemetery sells approximately 40 lots per year at \$350/lot. Those funds are split between maintenance and perpetual care. The original cemetery has approximately 150 lots available. The Mayor thanked Mrs. Hecke for the report and appreciates the hard work of the board.

**ANNOUNCEMENT**

At this time, Councilman Leaton announced that he had a prior commitment and had to leave the meeting. As a result, a quorum was not present; therefore, the meeting ended.

**Note:** Discussion Item. 2017 Budget and Capital Improvement Program and Announcements and Reports will be placed on the June 23, 2016 City Council agenda.

**ADJOURN**

Motion by Leaton, seconded by Koder, to adjourn.

The meeting adjourned at 7:53p.m.

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

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Glenda Gerrity, City Clerk

# CITY OF SPRING HILL, KANSAS

## APPROPRIATION ORDER NUMBER 2016-06-23 PRESENTED: June 23, 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:	\$327,540.14
Payroll:	\$71,980.02
	\$399,520.16

### **Section 2:**

Claims presented for approval of payment:

Accounts Payable:	<hr/>
	\$0.00

**Total amount of the Appropriation Order: \$399,520.16**

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		AETNA				
PR20160603	6/3/2016	AETNA-457 PLAN	01-00-2035	\$ 257.50	1283376	6/10/2016 E
PR20160603	6/3/2016	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283376	6/10/2016 E
PR20160603	6/3/2016	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283376	6/10/2016 E
				-----		
		AETNA		\$ 327.50		
		AFLAC				
859657	4/12/2016	INSURANCE BENEFITS	01-01-5120	\$ 2,199.25	216451	6/6/2016
				-----		
		AFLAC		\$ 2,199.25		
		ALAMAR UNIFORMS				
505010	5/10/2016	UNIFORMS	01-05-7680	\$ 6.75	216452	6/6/2016
507815-01	5/10/2016	UNIFORMS	01-05-7680	\$ 129.98	216452	6/6/2016
510650	5/10/2016	UNIFORMS	01-05-7680	\$ 179.97	216452	6/6/2016
511022	5/10/2016	UNIFORMS	01-05-7680	\$ 119.98	216452	6/6/2016
513999	5/10/2016	UNIFORMS	01-05-7680	\$ 216.95	216452	6/6/2016
				-----		
		ALAMAR UNIFORMS		\$ 653.63		
		ALICIA MORGAN				
2537	5/4/2016	DEPOSIT REFUND	01-00-2050	\$ 150.00	78183	6/16/2016
				-----		
		ALICIA MORGAN		\$ 150.00		
		ALL-CITY MANAGEMENT				
43711	5/17/2016	CROSSING GUARD SERVICE	01-05-7742	\$ 1,031.91	216453	6/6/2016
				-----		
		ALL-CITY MANAGEMENT		\$ 1,031.91		
		APAC INC.				
8001577183	5/15/2016	STREET MATERIALS	10-02-6330	\$ 69.91	78184	6/16/2016
				-----		
		APAC INC.		\$ 69.91		
		ATMOS ENERGY				
160606	6/6/2016	WATER UTILITY SALES	20-14-4310	\$ 800.00	78185	6/16/2016
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		ATMOS ENERGY		\$ 800.00		
		ATMOS ENERGY( W LAWRENCE)				
162005	5/20/2016	GAS SERVICE 705 W LAWRENCE ST	25-15-7624	\$ 45.99	1283387	6/03/2016 E
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		ATMOS ENERGY( W LAWRENCE		\$ 45.99		
		ATMOS ENERGY(502 NICHOLS)				
162005	5/20/2016	GAS SERVICE	01-02-7624	\$ 96.93	1283390	6/03/2016 E
				-----		
		ATMOS ENERGY(502 NICHOLS		\$ 96.93		
		ATMOS ENERGY(CRESTONE ST)				
162005	5/20/2016	GAS SERVICES 20129 CRESTONE ST	25-15-7624	\$ 44.75	1283391	6/03/2016 E
				-----		
		ATMOS ENERGY(CRESTONE ST		\$ 44.75		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
161905	5/19/2016	ATMOS ENERGY(MADISON ST) GAS SERVICE 401 N MADISON ST	01-17-7624	\$ 143.44	1283389	6/03/2016 E
		ATMOS ENERGY(MADISON ST)		\$ 143.44		
162305	5/23/2016	ATMOS ENERGY(N JACKSON) GAS SERVICES 606 N JACKSON ST UNIT A	25-15-7624	\$ 46.84	1283386	6/03/2016 E
		ATMOS ENERGY(N JACKSON)		\$ 46.84		
162605	5/26/2016	CARL SIMMONS UNIFORMS	01-12-7680	\$ 53.66	78186	6/16/2016
		CARL SIMMONS		\$ 53.66		
160905	5/9/2016	CENTURYLINK TELEPHONE/COMMUNICATIONS	01-05-7622	\$ 17.16	1283400	6/03/2016 E
160905	5/9/2016	TELEPHONE/COMMUNICATIONS	20-14-7622	\$ 17.15	1283400	6/03/2016 E
160905	5/9/2016	TELEPHONE/COMMUNICATIONS	25-15-7622	\$ 17.15	1283400	6/03/2016 E
160905	5/9/2016	TELEPHONE/COMMUNICATIONS	01-13-7622	\$ 17.15	1283400	6/03/2016 E
160905	5/9/2016	TELEPHONE/COMMUNICATIONS	01-09-7622	\$ 17.15	1283400	6/03/2016 E
		CENTURYLINK		\$ 85.76		
161805	5/18/2016	CENTURYLINK TELEPHONE/COMMUNICATIONS	25-15-7622	\$ 70.83	1283399	6/03/2016 E
161805	5/18/2016	TELEPHONE/COMMUNICATIONS	01-04-7622	\$ 58.04	1283399	6/03/2016 E
161805	5/18/2016	TELEPHONE/COMMUNICATIONS	01-09-7622	\$ 160.34	1283399	6/03/2016 E
161805	5/18/2016	TELEPHONE/COMMUNICATIONS	01-05-7622	\$ 177.37	1283399	6/03/2016 E
161805	5/18/2016	TELEPHONE/COMMUNICATIONS	01-03-7622	\$ 69.58	1283399	6/03/2016 E
161805	5/18/2016	TELEPHONE/COMMUNICATIONS	01-12-7622	\$ 52.41	1283399	6/03/2016 E
161805	5/18/2016	TELEPHONE/COMMUNICATIONS	01-13-7622	\$ 321.09	1283399	6/03/2016 E
		CENTURYLINK		\$ 909.66		
2562	6/11/2016	CHARLES JENKINS DEPOSIT REFUND	01-00-2050	\$ 50.00	78187	6/16/2016
		CHARLES JENKINS		\$ 50.00		
159438	5/31/2016	CIVICPLUS PROFESSIONAL SERVICES	01-01-7740	\$ 5,220.00	78188	6/16/2016
		CIVICPLUS		\$ 5,220.00		
2669	6/11/2016	CLARENCE GRAYSON DEPOSIT REFUND	01-00-2050	\$ 75.00	78189	6/16/2016
		CLARENCE GRAYSON		\$ 75.00		
109460	5/19/2016	CMI STRIPING	01-02-7160	\$ 19.96	216454	6/6/2016
		CMI		\$ 19.96		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1009457504	5/2/2016	CONCENTRA MEDICAL CENTERS PHYSICAL REPLACEMENT	01-05-7740	\$ 262.50	78190	6/16/2016
		CONCENTRA MEDICAL CENTER		\$ 262.50		
160306	6/3/2016	DAVID CARR TRAINING & SEMINARS	25-15-7640	\$ 358.45	78191	6/16/2016
		DAVID CARR		\$ 358.45		
19927	6/7/2016	DENNIS WORTHEN BOND REFUND	01-00-2200	\$ 120.00	78192	6/16/2016
		DENNIS WORTHEN		\$ 120.00		
5161662942	5/16/2016	E EDWARDS WORK WEAR RAIN GEAR FOR STREET CRE	01-02-6370	\$ 235.85	216455	6/6/2016
5161662942	5/16/2016	RAIN GEAR FOR PARKS CREW	01-03-6370	\$ 176.90	216455	6/6/2016
5161662942	5/16/2016	RAIN GEAR FOR WATER CREW	20-14-6370	\$ 147.40	216455	6/6/2016
5161662942	5/16/2016	RAIN GEAR FOR WASTEWATER	25-15-6370	\$ 147.40	216455	6/6/2016
		E EDWARDS WORK WEAR		\$ 707.55		
135724	5/20/2016	EVCO WHOLESALE FOOD CORP POOL CONCESSION SNACKS	01-12-6120	\$ 2,131.35	78193	6/16/2016
		EVCO WHOLESALE FOOD CORP		\$ 2,131.35		
09-421B	5/11/2016	FREEDOM LAWN & LANDSCAPE CONTRACTUAL SERVICES	01-18-7740	\$ 450.00	216456	6/6/2016
09-4220B	5/19/2016	CODE ENFORCEMENT MOWING	01-18-7740	\$ 150.00	216456	6/6/2016
		FREEDOM LAWN & LANDSCAPE		\$ 600.00		
311187-PA	5/25/2016	GERKEN RENT-ALL PORTABLE RESTROOM	01-03-7240	\$ 110.00	78194	6/16/2016
311189-PA	5/25/2016	PORTABLE RESTROOM	01-03-7240	\$ 110.00	78194	6/16/2016
		GERKEN RENT-ALL		\$ 220.00		
160806	6/8/2016	GLENDIA GERRITY MILEAGE/TRAVEL EXPENSES	01-08-6050	\$ 206.39	78195	6/16/2016
		GLENDIA GERRITY		\$ 206.39		
2651	6/11/2016	GWEN HUTTON DEPOSIT REFUND GWEN HUTTON	01-00-2050	\$ 75.00	78196	6/16/2016
		GWEN HUTTON		\$ 75.00		
PR20160603	6/3/2016	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 21,867.77	1283375	6/10/2016 E
PR20160603	6/3/2016	FED/FICA TAX	20-00-2020	\$ 1,086.45	1283375	6/10/2016 E
PR20160603	6/3/2016	FED/FICA TAX	25-00-2020	\$ 1,176.99	1283375	6/10/2016 E
		INTERNAL REVENUE SERVICE		\$ 24,131.21		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
772480	5/13/2016	ITALK TELECONTRACTING PROFESSIONAL SERVICES	01-09-7740	\$ 318.75	78197	6/16/2016
		ITALK TELECONTRACTING		\$ 318.75		
2671	5/27/2016	JONATHAN ROBERTS DEPOSIT REFUND	01-00-2050	\$ 75.00	78198	6/16/2016
		JONATHAN ROBERTS		\$ 75.00		
197949	6/2/2016	JOSE VALENZUELA COURT BOND	01-00-2200	\$ 350.00	78199	6/16/2016
		JOSE VALENZUELA		\$ 350.00		
138241	3/31/2016	KA-COMM, INC. EQUIPMENT MAINTENANCE	01-05-7670	\$ 174.72	78200	6/16/2016
139514	5/25/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 97.75	78200	6/16/2016
139727	6/3/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 135.00	78200	6/16/2016
139731	6/3/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 525.00	78200	6/16/2016
139732	6/3/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 958.75	78200	6/16/2016
		KA-COMM, INC.		\$ 1,891.22		
6050461	5/31/2016	KANSAS ONE-CALL CONTRACTUAL SERVICES	20-14-7740	\$ 15.66	78201	6/16/2016
6050461	5/31/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 15.67	78201	6/16/2016
6050461	5/31/2016	PROFESSIONAL SERVICES	01-02-7740	\$ 15.67	78201	6/16/2016
		KANSAS ONE-CALL		\$ 47.00		
PR20160603	6/3/2016	KANSAS PAYMENT CNTR CHILD SUPPORT 1	01-00-2040	\$ 158.31	78182	6/10/2016
		KANSAS PAYMENT CNTR		\$ 158.31		
2654	6/12/2016	KELLY KOEHLER DEPOSIT REFUND	01-00-2050	\$ 75.00	78202	6/16/2016
		KELLY KOEHLER		\$ 75.00		
PR20160603	6/3/2016	KP&F KP&F LIFE	01-00-2030	\$ 47.40	1283377	6/10/2016 E
PR20160603	6/3/2016	KP&F KP&F	01-00-2030	\$ 7,313.52	1283377	6/10/2016 E
		KP&F		\$ 7,360.92		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		KPERS				
PR20160603	6/3/2016	KPERS TIER 1	01-00-2030	\$ 4,103.91	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS TIER 1	20-00-2030	\$ 522.47	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS TIER 1	25-00-2030	\$ 350.35	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS LIFE	01-00-2030	\$ 146.85	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS LIFE	20-00-2030	\$ 30.20	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS LIFE	25-00-2030	\$ 17.40	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS post 7/09	01-00-2030	\$ 2,763.04	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS post 7/09	25-00-2030	\$ 659.79	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS TIER 3	01-00-2030	\$ 595.81	1283374	6/10/2016 E
PR20160603	6/3/2016	KPERS D&D	25-00-2030	\$ 12.92	1283374	6/10/2016 E
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		KPERS		\$ 9,202.74		
		KS DEPT OF REV				
162506	6/25/2016	AQUATIC CTR SALES TAX	01-00-2600	\$ 172.63	1283394	6/09/2016 E
162806	6/28/2016	SALES TAX PAYABLE	20-00-2060	\$ 1,819.56	1283395	6/09/2016 E
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		KS DEPT OF REV		\$ 1,992.19		
		KS STATE TREASURER				
160205	5/2/2016	REINSTATEMENT FEES	01-00-2206	\$ 68.00	216457	6/6/2016
160205	5/2/2016	JUDICIAL SURCHARGE	01-00-2206	\$ 44.00	216457	6/6/2016
160205	5/2/2016	EDUCATION FUND	01-00-2202	\$ 22.00	216457	6/6/2016
160205	5/2/2016	TRAINING CENTER FUND	01-00-2201	\$ 439.50	216457	6/6/2016
160205	5/2/2016	SUPERVISION FEE FUND	01-00-2208	\$ 1,000.00	216457	6/6/2016
				-----		
		KS STATE TREASURER		\$ 1,573.50		
		KS WITHHOLDING TAX				
PR20160603	6/3/2016	STATE TAX	01-00-2020	\$ 2,737.98	1283373	6/10/2016 E
PR20160603	6/3/2016	STATE TAX	20-00-2020	\$ 149.58	1283373	6/10/2016 E
PR20160603	6/3/2016	STATE TAX	25-00-2020	\$ 130.37	1283373	6/10/2016 E
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		KS WITHHOLDING TAX		\$ 3,017.93		
		LINEAGE				
381191	6/1/2016	MAINT.AGRMT 7/31/16-7/30	01-09-6130	\$ 413.00	78203	6/16/2016
381191	6/1/2016	MAINT.AGRMT 7/31/16-7/30	20-14-6130	\$ 413.00	78203	6/16/2016
381191	6/1/2016	MAINT.AGRMT 7/31/16-7/30	25-15-6130	\$ 413.00	78203	6/16/2016
381762	6/8/2016	POSTAGE METER INK	01-09-6020	\$ 261.89	78203	6/16/2016
				-----		
		LINEAGE		\$ 1,500.89		
		LOGAN CONTRACTORS SUPPLY, HAND EQUIPMENT AND TOOLS	01-02-6360	\$ 43.95	78204	6/16/2016
L08361	5/31/2016			-----		
		LOGAN CONTRACTORS SUPPLY		\$ 43.95		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		LOWE LAW FIRM, LLP				
160305	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 3,000.00	216458	6/6/2016
160305A	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 127.80	216458	6/6/2016
160305B	5/3/2016	LEGAL SERVICES	01-16-7710	\$ 767.60	216458	6/6/2016
160305C	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 1,022.60	216458	6/6/2016
160305D	5/3/2016	LEGAL SERVICES	81-00-7710	\$ 341.60	216458	6/6/2016
160305E	5/3/2016	LEGAL SERVICES	01-16-7710	\$ 265.90	216458	6/6/2016
160305F	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 250.00	216458	6/6/2016
160305G	5/3/2016	LEGAL SERVICES	01-16-7710	\$ 250.00	216458	6/6/2016
160305H	5/3/2016	LEGAL SERVICES	76-00-7710	\$ 381.20	216458	6/6/2016
160305I	5/3/2016	LEGAL SERVICES	01-16-7710	\$ 65.05	216458	6/6/2016
160305J	5/3/2016	LEGAL SERVICES	01-10-7710	\$ 254.00	216458	6/6/2016
160305K	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 25.00	216458	6/6/2016
160305L	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 37.50	216458	6/6/2016
160305M	5/3/2016	LEGAL SERVICES	01-02-7710	\$ 62.50	216458	6/6/2016
160305N	5/3/2016	LEGAL SERVICES	85-00-7710	\$ 162.50	216458	6/6/2016
160305O	5/3/2016	LEGAL SERVICES	31-31-7710	\$ 1,247.00	216458	6/6/2016
160305P	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 177.75	216458	6/6/2016
160305Q	5/3/2016	LEGAL SERVICES	01-09-7710	\$ 287.50	216458	6/6/2016
				-----		
		LOWE LAW FIRM, LLP		\$ 8,725.50		
		MAJESTIC FRANCHSING				
6160410	6/1/2016	JANITORIAL SERVICES	01-05-7610	\$ 240.00	216459	6/6/2016
SC05160690	5/13/2016	CLEANING SERVICE	01-17-7610	\$ 340.00	216459	6/6/2016
SC05160699	5/13/2016	JANITORIAL SERVICES	01-13-7610	\$ 310.00	216459	6/6/2016
				-----		
		MAJESTIC FRANCHSING		\$ 890.00		
		MANUEL JARA				
160606	6/6/2016	AQUATIC CENTER SEASSON P	01-00-4610	\$ 10.00	78205	6/16/2016
				-----		
		MANUEL JARA		\$ 10.00		
		METLIFE SMALL BUSINESS CE				
160106	6/1/2016	POLICE-INSURANCE/BENEFIT	01-05-5120	\$ 123.84	78206	6/16/2016
160106	6/1/2016	STREETS-INSURANCE/BENEFIT	01-02-5120	\$ 45.56	78206	6/16/2016
160106	6/1/2016	WATER-INSURANCE/BENEFITS	20-14-5120	\$ 34.46	78206	6/16/2016
160106	6/1/2016	PARKS-INSURANCE/BENEFITS	01-03-5120	\$ 34.46	78206	6/16/2016
160106	6/1/2016	INSURANCE/BENEFITS	01-11-5120	\$ 44.40	78206	6/16/2016
160106	6/1/2016	INSURANCE/BENEFITS	01-08-5120	\$ 22.78	78206	6/16/2016
160106	6/1/2016	ADMIN-INSURANCE/BENEFITS	01-01-5120	\$ 22.20	78206	6/16/2016
160106	6/1/2016	PW INSURANCE/BENEFITS	01-13-5120	\$ 22.20	78206	6/16/2016
160106	6/1/2016	PLANNING-INSURANCE/BENEFIT	01-16-5120	\$ 35.04	78206	6/16/2016
160106	6/1/2016	SEWER-INSURANCE/BENEFITS	25-15-5120	\$ 33.88	78206	6/16/2016
160106	6/1/2016	CIVIC CENTER INSURANCE/B	01-17-5120	\$ 11.68	78206	6/16/2016
				-----		
		METLIFE SMALL BUSINESS C		\$ 430.50		
		MIAMI COUNTY SHERIFF OFFI				
20160531	5/31/2016	PRISONER BOARDING	01-06-7120	\$ 40.00	78207	6/16/2016
				-----		
		MIAMI COUNTY SHERIFF OFF		\$ 40.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		MICRO CENTER				
6156473	6/12/2016	COMPUTER EQUIPMENT	01-01-8120	\$ 39.99	216460	6/6/2016
6156473	6/12/2016	POOL EQUIPMENT	01-12-8110	\$ 59.99	216460	6/6/2016
6156473	6/12/2016	POOL EQUIPMENT	01-12-8110	\$ 24.99	216460	6/6/2016
				-----		
		MICRO CENTER		\$ 124.97		
16-379	5/26/2016	MID AMERICAN SIGNAL, INC STREET MATERIALS	10-02-6330	\$ 1,085.00	78208	6/16/2016
				-----		
		MID AMERICAN SIGNAL, INC		\$ 1,085.00		
56546	6/7/2016	MID-STATES MATERIALS, LLC STREET MATERIALS	10-02-6330	\$ 1,135.70	78209	6/16/2016
				-----		
		MID-STATES MATERIALS, LL		\$ 1,135.70		
6146	5/10/2016	MIDWEST SWEEPERS BUILDING MAINTENANCE	01-17-6160	\$ 101.90	78210	6/16/2016
				-----		
		MIDWEST SWEEPERS		\$ 101.90		
122851-00	5/19/2016	MUCKENTHALER INC. POOL CONCESSION SNACKS	01-12-6120	\$ 95.20	78211	6/16/2016
				-----		
		MUCKENTHALER INC.		\$ 95.20		
315525	5/17/2016	NAPA SPRING HILL, LLC VEHICLE MAINTENANCE	01-02-6150	\$ 10.62	78212	6/16/2016
315723	5/24/2016	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 3.98	78212	6/16/2016
315733	5/24/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 23.99	78212	6/16/2016
315750	5/24/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 7.62	78212	6/16/2016
315757	5/24/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 24.40	78212	6/16/2016
315808	5/25/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 27.82	78212	6/16/2016
315877	5/27/2016	VEHICLE MAINTENANCE	20-14-6150	\$ 3.98	78212	6/16/2016
315881	5/27/2016	POOL BUILDING MAINTENANC	01-12-6160	\$ 11.52	78212	6/16/2016
315893	5/27/2016	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 7.32	78212	6/16/2016
315984	6/1/2016	EQUIPMENT MAINTENANCE	20-14-7670	\$ 11.99	78212	6/16/2016
				-----		
		NAPA SPRING HILL, LLC		\$ 133.24		
IN-178866	5/6/2016	NATIONAL SIGN COMPANY INC SIGNS	10-02-6310	\$ 243.90	216461	6/6/2016
				-----		
		NATIONAL SIGN COMPANY IN		\$ 243.90		
313011	5/12/2016	NIFFIE PRINTING PRINTING & ADVERTISING	01-12-7750	\$ 60.00	216462	6/6/2016
				-----		
		NIFFIE PRINTING		\$ 60.00		
2712	5/26/2016	NIPS LLC DRAINAGE PIPE	10-02-6320	\$ 28.00	78213	6/16/2016
				-----		
		NIPS LLC		\$ 28.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
31743	5/21/2016	O'DONNELL AND SONS CONSTR STREET MATERIALS	10-02-6330	\$ 352.79	78214	6/16/2016
		O'DONNELL AND SONS CONST		\$ 352.79		
580132	5/9/2016	OFFICE MAX OFFICE SUPPLIES	01-13-6110	\$ 21.55	216463	6/6/2016
626715	5/12/2016	OFFICE SUPPLIES	01-13-6110	\$ 24.41	216463	6/6/2016
		OFFICE MAX		\$ 45.96		
111430 00	5/27/2016	OLATHE WINWATER WORKS METERS/SUPPLIES	20-14-6320	\$ 750.00	78215	6/16/2016
111609 00	5/31/2016	DRAINAGE PIPE	10-02-6320	\$ 682.56	78215	6/16/2016
		OLATHE WINWATER WORKS		\$ 1,432.56		
160002765	4/25/2016	PACE ANALYTICAL SERVICES, LAB ANALYSIS	25-15-7250	\$ 490.00	78216	6/16/2016
1660005200	6/1/2016	LAB ANALYSIS	25-15-7250	\$ 248.00	78216	6/16/2016
		PACE ANALYTICAL SERVICES		\$ 738.00		
25500526	5/25/2016	PAVING MAINTENANCE SUPPLY STRIPING MATERIALS	01-02-7160	\$ 810.00	78217	6/16/2016
25500554	6/1/2016	STREET MATERIALS	10-02-6330	\$ 1,450.90	78217	6/16/2016
25500561	6/1/2016	CRACK SEALER MACHINE	86-00-8110	\$ 38,163.10	78217	6/16/2016
		PAVING MAINTENANCE SUPPL		\$ 40,424.00		
162104	4/21/2016	PETTY CASH HOSPITALITY	01-10-6091	\$ 20.00	78218	6/16/2016
162104	4/21/2016	TRAINING	01-02-7640	\$ 52.28	78218	6/16/2016
162104	4/21/2016	HOSPITALITY	01-10-6091	\$ 12.00	78218	6/16/2016
162104	4/21/2016	PRINTING	01-16-6120	\$ 26.00	78218	6/16/2016
		PETTY CASH		\$ 110.28		
163004	4/30/2016	PONZER - YOUNGQUIST WILSON STREET PH3	76-00-7730	\$ 8,460.00	216464	6/6/2016
163004B	4/30/2016	ENGINEERING SERVICES	76-00-7730	\$ 660.00	216464	6/6/2016
163004C	4/30/2016	VILLIAGE ON VICTORY	01-16-7730	\$ 135.00	216464	6/6/2016
163004C	4/30/2016	PRAIRIE RIDGE 2	01-16-7730	\$ 558.00	216464	6/6/2016
163004C	4/30/2016	CARS 2017	01-16-7730	\$ 206.69	216464	6/6/2016
163004C	4/30/2016	FLOW MONITORING	25-15-7730	\$ 337.50	216464	6/6/2016
163004C	4/30/2016	OAKWOOD	20-14-7730	\$ 67.50	216464	6/6/2016
163004C	4/30/2016	LONE ELM RCB	01-16-7730	\$ 67.50	216464	6/6/2016
163004C	4/30/2016	ROSE PARK	01-16-7730	\$ 67.50	216464	6/6/2016
163004D	4/30/2016	ACC LANE AND PARK ACCESS	85-00-7730	\$ 2,112.50	216464	6/6/2016
163004D	4/30/2016	ACC LANE AND PARK ACCESS	62-00-7730	\$ 2,112.50	216464	6/6/2016
		PONZER - YOUNGQUIST		\$ 14,784.69		
162605	5/26/2016	PRICE CHOPPER POOL CONCESSION SNACKS	01-12-6120	\$ 11.95	78219	6/16/2016
		PRICE CHOPPER		\$ 11.95		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
698262	5/11/2016	PUR - O - ZONE JANITORIAL SUPPLIES	01-12-6110	\$ 1,035.13	216465	6/6/2016
				----- \$ 1,035.13		
6060063	5/23/2016	QUILL OFFICE SUPPLIES	01-05-6110	\$ 19.98	78220	6/16/2016
6069862	5/23/2016	OFFICE SUPPLIES	01-05-6110	\$ 65.83	78220	6/16/2016
				----- \$ 85.81		
160205	5/2/2016	REILLY & SONS, INC BUSINESS AUTO RENEWAL	01-09-7130	\$ 10,669.00	78221	6/16/2016
160205	5/2/2016	BUSINESS AUTO RENEWAL	20-14-7130	\$ 5,334.50	78221	6/16/2016
160205	5/2/2016	BUSINESS AUTO RENEWAL	25-15-7130	\$ 5,334.50	78221	6/16/2016
160205	5/2/2016	COMMERCIAL LIABILITY REN	01-09-7130	\$ 29,128.50	78221	6/16/2016
160205	5/2/2016	COMMERCIAL LIABILITY REN	20-14-7130	\$ 14,564.25	78221	6/16/2016
160205	5/2/2016	COMMERCIAL LIABILITY REN	25-15-7130	\$ 14,564.25	78221	6/16/2016
160205	5/2/2016	UMBRELLA RENEWAL	01-09-7130	\$ 5,862.00	78221	6/16/2016
160205	5/2/2016	UMBRELLA RENEWAL	20-14-7130	\$ 2,931.00	78221	6/16/2016
160205	5/2/2016	UMBRELLA RENEWAL	25-15-7130	\$ 2,931.00	78221	6/16/2016
160205	5/2/2016	TRAVELERS RENEWAL	01-09-7130	\$ 213.00	78221	6/16/2016
				----- \$ 91,532.00		
2598	6/5/2016	REILLY & SONS, INC RODNEY BARLOW DEPOSIT REFUND	01-00-2050	\$ 50.00	78222	6/16/2016
				----- \$ 50.00		
163105	5/31/2016	RURAL WATER DISTRICT #2 M WATER SERVICE	20-14-7200	\$ 20.92	78224	6/16/2016
61021060-5	6/1/2016	WATER PURCHASES	20-14-7200	\$ 29,057.20	78223	6/16/2016
				----- \$ 29,078.12		
2016-302	7/1/2016	SPRING HILL CHAMBER CHAMBER OF COMMERCE ASSI	01-10-7210	\$ 7,500.00	78225	6/16/2016
				----- \$ 7,500.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
SUDDENLINK						
162104	4/21/2016	TELEPHONE/COMMUNICATIONS	01-12-7622	\$ 540.84	1283401	6/03/2016 E
162104	4/21/2016	TELEPHONE/COMMUNICATIONS	01-03-7622	\$ 515.84	1283401	6/03/2016 E
162104	4/21/2016	TELEPHONE/COMMUNICATIONS	01-09-7622	\$ 364.97	1283401	6/03/2016 E
162104	4/21/2016	TELEPHONE/COMMUNICATIONS	20-14-7622	\$ 564.97	1283401	6/03/2016 E
162104	4/21/2016	TELEPHONE/COMMUNICATIONS	25-15-7622	\$ 540.64	1283401	6/03/2016 E
162104	4/21/2016	TELEPHONE/COMMUNICATIONS	01-05-7622	\$ 740.64	1283401	6/03/2016 E
162104	4/21/2016	TELEPHONE/COMMUNICATIONS	01-13-7622	\$ 740.62	1283401	6/03/2016 E
162105	5/21/2016	TELEPHONE/COMMUNICATIONS	01-12-7622	\$ 569.15	1283402	6/15/2016 E
162105	5/21/2016	TELEPHONE/COMMUNICATIONS	01-03-7622	\$ 519.20	1283402	6/15/2016 E
162105	5/21/2016	TELEPHONE/COMMUNICATIONS	01-09-7622	\$ 368.58	1283402	6/15/2016 E
162105	5/21/2016	TELEPHONE/COMMUNICATIONS	20-14-7622	\$ 568.58	1283402	6/15/2016 E
162105	5/21/2016	TELEPHONE/COMMUNICATIONS	25-15-7622	\$ 544.00	1283402	6/15/2016 E
162105	5/21/2016	TELEPHONE/COMMUNICATIONS	01-05-7622	\$ 744.00	1283402	6/15/2016 E
162105	5/21/2016	TELEPHONE/COMMUNICATIONS	01-13-7622	\$ 744.01	1283402	6/15/2016 E
				-----		
SUDDENLINK				\$ 8,066.04		
THE LIFEGUARD STORE, INC						
INV425728	5/31/2016	UNIFORMS	01-12-7680	\$ 155.55	78226	6/16/2016
				-----		
THE LIFEGUARD STORE, INC				\$ 155.55		
USA BLUE BOOK						
941580	5/2/2016	HAND TOOLS & EQUIPMENT	25-15-6360	\$ 72.36	216466	6/6/2016
941580	5/2/2016	EQUIPMENT	20-14-6360	\$ 72.37	216466	6/6/2016
				-----		
USA BLUE BOOK				\$ 144.73		
VISA 0001						
20160601	6/8/2016	K-9 SUPPLIES	01-05-6315	\$ 487.02	1283383	6/08/2016 E
20160601	6/8/2016	VEHICLE MAINTENANCE	01-05-6140	\$ 40.75	1283383	6/08/2016 E
				-----		
VISA 0001				\$ 527.77		
VISA 0035						
20160601	6/8/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283385	6/08/2016 E
20160601	6/8/2016	WEAPONS/AMMUNITION	01-05-6310	\$ 1,945.00	1283385	6/08/2016 E
20160601	6/8/2016	UNIFORMS	01-18-7680	\$ 148.54	1283385	6/08/2016 E
20160601	6/8/2016	OFFICE SUPPLIES	01-05-6110	\$ 35.68	1283385	6/08/2016 E
20160601	6/8/2016	GASOLINE	01-05-6140	\$ 20.00	1283385	6/08/2016 E
20160601	6/8/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 319.17	1283385	6/08/2016 E
20160601	6/8/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 187.80	1283385	6/08/2016 E
20160601	6/8/2016	TRAINING	01-05-7640	\$ 19.37	1283385	6/08/2016 E
				-----		
VISA 0035				\$ 2,696.53		
VISA 0043						
20160601	6/8/2016	UNIFORMS	01-05-7680	\$ 73.89	1283382	6/08/2016 E
20160601	6/8/2016	OFFICE SUPPLIES	01-05-6110	\$ 13.20	1283382	6/08/2016 E
20160601	6/8/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283382	6/08/2016 E
				-----		
VISA 0043				\$ 108.06		

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		VISA 0045				
160106	6/1/2016	KEY SETS FOR SHAC	01-12-6110	\$ 45.30	1283371	6/08/2016 E
160106	6/1/2016	SHAC UNIFORMS	01-12-7680	\$ 65.50	1283371	6/08/2016 E
160106	6/1/2016	SHAC UNIFORMS	01-12-7680	\$ 315.94	1283371	6/08/2016 E
160106	6/1/2016	HAND TOOLS & EQUIPMENT	01-03-6360	\$ 10.99	1283371	6/08/2016 E
160106	6/1/2016	POOLHOUSE SUPPLIES	01-12-6110	\$ 121.58	1283371	6/08/2016 E
160106	6/1/2016	POOL BUILDING MAINTENANC	01-12-6160	\$ 34.13	1283371	6/08/2016 E
160106	6/1/2016	POOL BUILDING MAINTENANC	01-12-6160	\$ 5.60	1283371	6/08/2016 E
160106	6/1/2016	HAND TOOLS & EQUIPMENT	01-03-6360	\$ 11.94	1283371	6/08/2016 E
160106	6/1/2016	SHAC UNIFORMS	01-12-7680	\$ 182.06	1283371	6/08/2016 E
160106	6/1/2016	SHAC UNIFORMS	01-12-7680	\$ 2.06	1283371	6/08/2016 E
				-----		
		VISA 0045		\$ 795.10		
		VISA 0050				
160106	6/1/2016	BREAKER FOR CIVIC CENTER	01-17-6160	\$ 32.00	1283372	6/08/2016 E
160106	6/1/2016	BREAKER FOR CIVIC CENTER	31-31-8500	\$ 11.91	1283372	6/08/2016 E
160106	6/1/2016	HAND TOOLS	31-31-8500	\$ 12.06	1283372	6/08/2016 E
160106	6/1/2016	RETURNED BREAKER	31-31-8500	\$ (11.91)	1283372	6/08/2016 E
160106	6/1/2016	DRYLOCK PAINT & SUPPLIES	31-31-8500	\$ 377.70	1283372	6/08/2016 E
160106	6/1/2016	WATER	25-15-6090	\$ 20.92	1283372	6/08/2016 E
160106	6/1/2016	JANITORIAL SUPPLIES	25-15-6090	\$ 12.36	1283372	6/08/2016 E
160106	6/1/2016	KEY COPIES PER HR REQUES	01-17-6090	\$ 10.60	1283372	6/08/2016 E
160106	6/1/2016	WATER	01-17-6090	\$ 13.98	1283372	6/08/2016 E
160106	6/1/2016	TOOLS	31-31-8500	\$ 5.48	1283372	6/08/2016 E
160106	6/1/2016	EXIT SIGN BATTERIES	31-31-8500	\$ 87.44	1283372	6/08/2016 E
160106	6/1/2016	SHEET METAL	31-31-8500	\$ 16.71	1283372	6/08/2016 E
160106	6/1/2016	KEYS FOR CITY HALL	01-05-6160	\$ 34.45	1283372	6/08/2016 E
160106	6/1/2016	BUILDING MATERIALS	31-31-8500	\$ 57.72	1283372	6/08/2016 E
160106	6/1/2016	WATER	01-17-6090	\$ 13.98	1283372	6/08/2016 E
160106	6/1/2016	LIGHT BULBS & BALLAST	01-17-6160	\$ 153.85	1283372	6/08/2016 E
160106	6/1/2016	AIR FILTERS	01-17-6160	\$ 26.91	1283372	6/08/2016 E
160106	6/1/2016	WATER	25-15-6090	\$ 13.93	1283372	6/08/2016 E
160106	6/1/2016	BALLAST	20-14-6160	\$ 116.00	1283372	6/08/2016 E
160106	6/1/2016	LIGHT BULBS	25-15-6160	\$ 61.14	1283372	6/08/2016 E
160106	6/1/2016	MOWER REPLACEMENT	25-15-6360	\$ 239.00	1283372	6/08/2016 E
160106	6/1/2016	WATER	01-13-6090	\$ 6.99	1283372	6/08/2016 E
160106	6/1/2016	AIR FILTERS	01-02-6160	\$ 21.94	1283372	6/08/2016 E
160106	6/1/2016	KEY REQUEST PER P. BURTO	01-17-6160	\$ 21.00	1283372	6/08/2016 E
				-----		
		VISA 0050		\$ 1,356.16		
		VISA 0068				
160106	6/1/2016	WATER SAMPLES TO KDHE	20-14-7240	\$ 22.95	1283370	6/08/2016 E
160106	6/1/2016	GRILL GRATES	25-15-6090	\$ 86.87	1283370	6/08/2016 E
160106	6/1/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 80.07	1283370	6/08/2016 E
160106	6/1/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 80.07	1283370	6/08/2016 E
160106	6/1/2016	MISCELLANEOUS	25-15-6090	\$ 8.09	1283370	6/08/2016 E
160106	6/1/2016	WATER SAMPLES TO KDHE	20-14-7240	\$ 22.95	1283370	6/08/2016 E
160106	6/1/2016	REFRIDGERATOR REPAIR	25-15-7670	\$ 100.50	1283370	6/08/2016 E
160106	6/1/2016	MISCELLANEOUS	20-14-6090	\$ 22.30	1283370	6/08/2016 E
160106	6/1/2016	MISCELLANEOUS	25-15-6090	\$ 22.30	1283370	6/08/2016 E
				-----		
		VISA 0068		\$ 446.10		

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		VISA 0076				
160106	6/1/2016	PW STAFF MEETING	01-13-6091	\$ 75.92	1283369	6/08/2016 E
160106	6/1/2016	PW STAFF MEETING	01-09-6091	\$ 41.25	1283369	6/08/2016 E
160106	6/1/2016	PW STAFF MEETING	01-13-6091	\$ 8.99	1283369	6/08/2016 E
160106	6/1/2016	PW STAFF MEETING	01-09-6091	\$ 15.99	1283369	6/08/2016 E
160106	6/1/2016	BEDLINER FOR TRUCK 204	01-02-6150	\$ 80.94	1283369	6/08/2016 E
				-----		
		VISA 0076		\$ 223.09		
		VISA 0084				
20160601	6/8/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 35.88	1283384	6/08/2016 E
20160601	6/8/2016	TRAINING	01-05-7640	\$ 575.00	1283384	6/08/2016 E
20160601	6/8/2016	WEAPONS/AMMUNITION	01-05-6310	\$ 389.00	1283384	6/08/2016 E
20160601	6/8/2016	TRAINING	01-05-7640	\$ 100.00	1283384	6/08/2016 E
20160601	6/8/2016	WEAPONS/AMMUNITION	01-05-6310	\$ 59.95	1283384	6/08/2016 E
20160601	6/8/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 24.71	1283384	6/08/2016 E
20160601	6/8/2016	MEMBERSHIP DUES	01-05-7630	\$ 60.00	1283384	6/08/2016 E
20160601	6/8/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283384	6/08/2016 E
20160601	6/8/2016	HOSPITALITY	01-05-6091	\$ 2.69	1283384	6/08/2016 E
				-----		
		VISA 0084		\$ 1,268.20		
		VISA 0143				
160106	6/1/2016	VISA PAYMENT	01-09-6091	\$ 66.03	78227	6/16/2016
160106	6/1/2016	VISA PAYMENT	01-09-6091	\$ 3.99	78227	6/16/2016
160106	6/1/2016	VISA PAYMENT	01-09-6091	\$ 146.00	78227	6/16/2016
160106	6/1/2016	TRAVEL EXPENSE	01-08-6050	\$ 12.96	78227	6/16/2016
160106	6/1/2016	VISA PAYMENT	01-08-6050	\$ 33.03	78227	6/16/2016
160106	6/1/2016	VISA PAYMENT	01-08-6050	\$ 22.34	78227	6/16/2016
160106	6/1/2016	VISA PAYMENT	01-08-6050	\$ 722.27	78227	6/16/2016
				-----		
		VISA 0143		\$ 1,006.62		
		WASTE MANAGEMENT				
17130	3/1/2016	TRASH PAYABLE	01-00-2080	\$ 40,749.95	1283368	6/07/2016 E
0025635B	4/1/2016	TRASH PAYABLE	01-00-2080	\$ 567.00	1283367	6/07/2016 E
				-----		
		WASTE MANAGEMENT		\$ 41,316.95		
		ZANE L. TODD, JR.-ATTY AT LEGAL SERVICES	01-06-7710	\$ 700.00	78228	6/16/2016
161904	4/19/2016			-----		
		ZANE L. TODD, JR.-ATTY A		\$ 700.00		
				-----		
		***** REPORT TOTAL *****		\$ 327,540.14		

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: GLENDA GERRITY, CITY CLERK  
MEETING DATE: JUNE 23, 2016  
DATE: JUNE 17, 2016

---

**Consent Item:** Consideration of Special Event Permit – Big Truck Day, Spring Hill Recreation Commission (SHRC)

**Issue:** The SHRC is sponsoring a Big Truck Day at the Spring Hill Sports Complex on July 6, 2016, 9:30am - Noon. This event requires a Special Event Permit.

**Background:** The application and supporting documents were received by the City Clerk's office. This is an annual event for the community sponsored by the SHRC.

**Analysis:** The Spring Hill Parks Department, Spring Hill Police Department and Johnson County Fire District No. 2 are currently reviewing the documentation. Staff does not foresee any problems with this event. No services are being requested of the City.

**Legal Review:** The City's Risk Manager is currently reviewing the insurance certificate; however, the applicant's insurance expires July 1, 2016. The City Clerk explained to the applicant that without current proof of insurance, the event will have to be cancelled. The applicant understands this contingency.

**Alternatives:**

1. Approve the Special Event Permit contingent on the City receiving a current certificate of insurance.
2. Deny the Special Event Permit

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Request that the City Council approve the Special Event Permit for Big Truck Day at the Spring Hill Sports Complex on July 6, 2016, 9:30am - Noon contingent upon the applicant provides a valid Certificate of Liability Insurance before the event.

**Attachments:** Application  
Permit

SPECIAL EVENT APPLICATION

Name of Event: Big Truck Day
Name of Business/Sponsor/Organization: Spring Hill Recreation
Type of Event: Community Event
Address / Vicinity of Proposed Event/Route: Spring Hill Sports Complex
Application Date: 11-10-15 Start Date: 7-6-16 End Date: 7-6-16
Hours of Event: 9:30 am - 12 pm

APPLICANT / AUTHORIZED REPRESENTATIVE

Name: Trishelle Griswold
Address: 401 N. Madison City: Spring Hill Zip: 66083
Phone: 592-2214 Fax: 592-2910 Email: trishelleg@springhillrec.org

PROPERTY OWNER

Name: City of Spring Hill
Address: 401 N. Madison City: Spring Hill Zip: 66083
Phone: 592-3664 Fax: Email:

EVENT SUPERVISOR (If other than the applicant)

Name: same as applicant
Address: City: Zip:
Phone: Fax: Email:

ATTACHMENTS INCLUDED:

- List of Services requested to be provided by the City of Spring Hill
[X] Site Plan showing the location of proposed activities and structures in relation to existing buildings, parking areas, streets and property lines.
[X] Routes/Staging/Dispersion/Parking Plans
Flyer/Brochure/Advertisement of the event
If applicable, classification of dangerous and/or exotic animals
[X] Sponsoring Agency's Certificate of Insurance
Operator's Certificate of Insurance
Completed Release

I UNDERSTAND THAT THE FACILITIES FOR THIS EVENT MUST BE INSPECTED PRIOR TO THE COMMENCEMENT OF OPERATION AND MUST CONFORM TO ALL REGULATIONS OF THE CITY OF SPRING HILL AS DESCRIBED IN THE SPRING HILL MUNICIPAL CODE TO INCLUDE BUT NOT LIMITED TO THE NATIONAL ELECTRICAL CODE. I UNDERSTAND THAT FAILURE TO COMPLY WITH THESE MAY RESULT IN PERMISSION TO OPERATE BEING WITHHELD UNTIL ALL CODES ARE MET.

Trishelle Griswold
APPLICANT'S SIGNATURE

11-10-15
DATE

**INDEMNIFICATION STATEMENT [Waiver of Liability]**

INTERMEDIATE FORM:

COMPARATIVE FORM INDEMNITY OBLIGATION WITH DEFENSE OBLIGATION

To the fullest extent permitted by law,

Spring Hill Recreation [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the city of Spring Hill, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the conduct or management of the Special Event, known as Big Truck Days and any condition created in or about the Special Event or any accident, injury or damage whatsoever occurring in or at the Special Event, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any alleged act or omission of the OPERATOR / SPONSOR or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether it is caused in part by the negligent act or omission of the CITY or any of its appointed and elected officials, agents, officials and employees. Notwithstanding the foregoing, the special event OPERATOR'S / SPONSOR'S obligation to indemnify the CITY or any of its appointed and elected officials, agents, officials and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence of the CITY in contributing to such claim, damage, loss and expense. In any and all claims against the CITY or any of its appointed and elected officials, agents, officials and employees, by any employee of the OPERATOR and/or SPONSOR, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for OPERATOR and/or SPONSOR under workers compensation acts, disability benefit acts or other employee benefit acts. Such workers compensation policies or plans maintained on behalf of OPERATOR and/or SPONSOR shall waive subrogation against the CITY.

Date: 5/12/16

Joel Johnson

Board Chair

Title

STATE OF KANSAS )

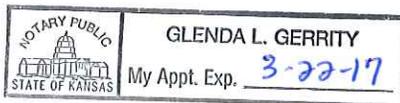
) SS.

COUNTY OF Johnson)

SUBSCRIBED AND SWORN TO before me this 12th day of May, 20 16.

Glenda L. Gerrity  
Notary Public

My Appointment Expires: 3-22-17





trucks/cars

walking area

trucks/cars

parking

Spring Hill Pool



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2015

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).

<b>PRODUCER</b> The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009		<b>CONTACT NAME:</b> Shirley Phillips <b>PHONE (A/C No. Ext):</b> (913) 682-1234 <b>FAX (A/C No.):</b> (913) 682-8136 <b>E-MAIL ADDRESS:</b> shirley.phillips@reillyinsurance.com															
<b>INSURED</b> Spring Hill Recreation Commission P.O. Box 26 401 N. Madison Street Spring Hill KS 66083		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: West Bend Insurance Company</td> <td>15350</td> </tr> <tr> <td>INSURER B: AmTrust North America Inc.</td> <td>15954</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Insurance Company	15350	INSURER B: AmTrust North America Inc.	15954	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: 15-16 Master

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NS5 2103046	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			NS5 2103046	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			NU5 2103049 00	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3146627	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Special Events The City of Spring Hill is as an additional insured as respects General Liability with reference to special events held by Spring Hill Recreation Commission.

**CERTIFICATE HOLDER**

City of Spring Hill  
 401 N. Madison  
 Spring Hill, KS 66083

**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

Kevin O'Brien/SHIPHI

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City of Spring Hill Risk Management – Johnson County Fire Department  
Public Safety Checklist – Public assemblages and events

Event name: Big Truck Day  
Event location: Spring Hill Sports Complex  
Event date: 7-6-16  
Contact person: Trishelle Grismold  
Contact person phone number: 913-626-2143

The following items are the responsibility of the event organizer(s) to help ensure a safer event:

- Yes  No  A procedure is in place for reporting a fire or other emergency.
- Yes  No  A procedure is in place for notifying, relocating or evacuating occupants.
- Yes  No  Site plan is submitted showing the following:
- Assembly areas
  - Fire hydrant locations
  - Normal routes of fire department vehicle access (20 ft. wide minimum)
  - Main entrances / exits
- Yes  No  All drive aisles are designated as NO PARKING and maintained at a 20 foot minimum for emergency vehicle access.
- Yes  No  N/A  Food vendors are being used.

If used, each food vendor must:

- Have a fire extinguisher with a minimum rating of 2A10BC.
- Ensure that any extension cord (2) used to power food production or other portable equipment is of a minimum 12-gauge size.

- Yes  No  N/A  Food vendor locations are shown on the site plan.
- Yes  No  N/A  Will liquor and/or cereal malt beverages be served at your event?  
If yes, please contact the City Clerk's office at (913) 592-3664
- Yes  No  N/A  Special Event Permit Application made

Date: 11-10-15

Signed: Trishelle Grismold

# CITY OF SPRING HILL, KANSAS CERTIFICATE OF EVENT APPROVAL



*This permit approval is contingent upon the applicant providing a valid Certificate of Liability Insurance before the event.*

Special Event: Big Truck Day

Applicant: Trishelle Miller

Sponsoring Organization: Spring Hill Recreation Commission

Event Supervisor: Trishelle Miller

Contact Number: (913) 626-2143 cell phone

Date and Times of Event: 9:30 to Noon July 6, 2016

Type of Event: Community Special Event

Location of Event: Spring Hill Sports Complex, North & Washington Street

Route (if applicable): N/A

#### Additional Comments or Conditions:

This form shall be in the possession of the event supervisor or their representative at the event site and shall be presented upon request to any officer of the Police Department prior to or during the event.

If Traffic Control assistance is required, it is the responsibility of the applicant/sponsor to make arrangements for traffic signs or personnel as directed by the City of Spring Hill Police Department, 913-592-2700, and Streets Department, 913-592-3317.

Failure to adhere to requirements of conditions contained herein will render this approval void.

The City of Spring Hill, Kansas, shall be held harmless from any liability resulting from the conduct of this event.

Issued by:

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JUNE 23, 2016

DATE: JUNE 14, 2016

---

**Consent Agenda:** Final Plat, The Bowery II, FP-05-16.

**Issue:** Artistic Concrete Services, LLC has submitted a final plat for The Bowery II that consists of a replat to adjust one property line from the original Bowery final plat.

**BACKGROUND:** The applicant, Artistic Concrete Surfaces, LLC (ACS), has submitted an application for final plat approval for The Bowery II which encompasses lot 1 (20561 and 20559 Lone Elm Rd.), lot 2 (500 W. North St.), lot 3 (410 W. North St.) and lot 4 (610 W. North St.). The original Bowery Plat was recommended for approved by the Planning Commission on August 7, 2014, and approved by City Council on August 28, 2014.

This replat provides for an adjusted property line between Lot 1 and Lot 2. This adjustment allows for the protection of the wooded area along the stream that is important for the aesthetics for The Bowery Events business located on Lot 1.

**Analysis:** (See attached staff report, PC minutes, final plat drawing) The Spring Hill Planning Commission reviewed the application at their June 2, 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 The Bowery II, file number FP-05-16.

**Attachments:** Planning Commission minutes, June 2, 2016  
Staff Report, FP-05-16  
Final Plat

**1. Final Plat (FP-05-16) –The Bowery II, Replat**

*Beginning of Staff Report*

*End of Staff Report*

Mr. Hendershot, Community Development Director, presented the staff report to the Planning Commission, as outlined above. This application is for the replat of The Bowery. The applicant desires to protect the open space along the creek for the benefit of the event center business located on Lot 1. By replatting the area, the property line of the commercial area would move south and protect the aesthetics of the property.

Mr. Hendershot stated that the only time it is allowed to replat a previously recorded final plat without a preliminary plat is if the exterior perimeter is not affected. This replat meets the criteria, as there are no exterior affects to this plat. The only affect that this plat has is that it moves the southern property line on Lot 1 further south. Lot 2 is still a compliant lot as far as size and would be ready for construction of a home if and when the property owner is ready.

Commissioner Mitchell asked about the size discrepancy in Lot 4. The original final plat for The Bowery shows 2.02 acres, but The Bowery II replat shows Lot 4 as 2.01 acres. Mr. Hendershot and Mr. Burton indicated that the engineer's report of the replat provided a more exact measurement, which explains the discrepancy.

**Motion by** Mr. Nowlin, seconded by Mr. Mitchell, to approve FP-05-16, The Bowery II Final Plat, as presented.

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

**Motion carried 6-0-0**

The final plat application (FP-05-16) for The Bowery II will be forwarded to the City Council for review on June 23, 2016.

**SPRING HILL PLANNING COMMISSION  
REPLAT STAFF REPORT**

**Case #:** FP-05-16 **Meeting Date:** June 2, 2016

**Description:** Replat Plat – The Bowery II

**Location:** Lot 1=20559 & 20561 Lone Elm Rd., Lot 2= 500 W. North St.,  
Lot 3= 410 W. North St. and Lot 4= 610 W. North St.

**Applicant:** Artistic Concrete Surfaces, LLC. – Mike Denny

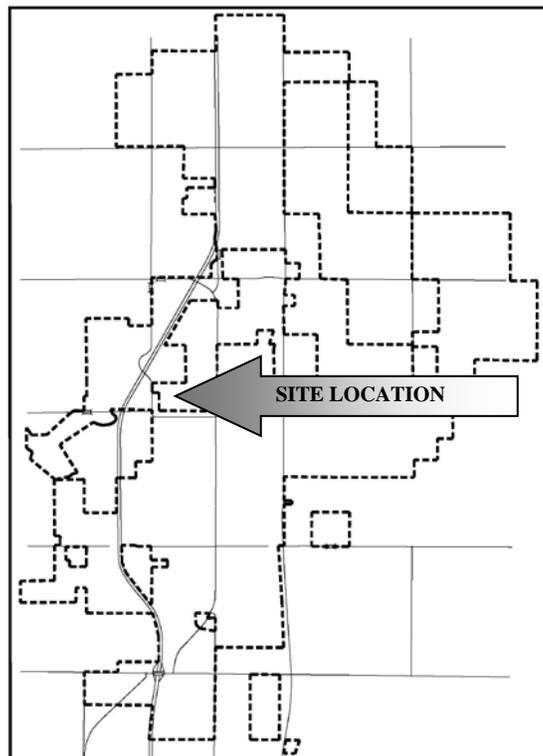
**Engineer:** Allenbrand-Drews, Bob Layton

**Site Area:** 4 Plated Lots 28.37 acres Lot 1= 8.54 acres, Lot 2= 5.67 acres,  
Lot 3= 12.14 acres and Lot 4= 2.01 acres.

**Minimum Lot Area:** C-2 - No Minimum **Number of Lots:** 3 Residential Tracts  
R-1 – 9,000 sq. ft. 1 Commercial Tract

**Current Zoning:** R-1= lots 2,3&4 **Proposed Use:** Single-Family Resid. &  
C-2= lot 1 Commercial

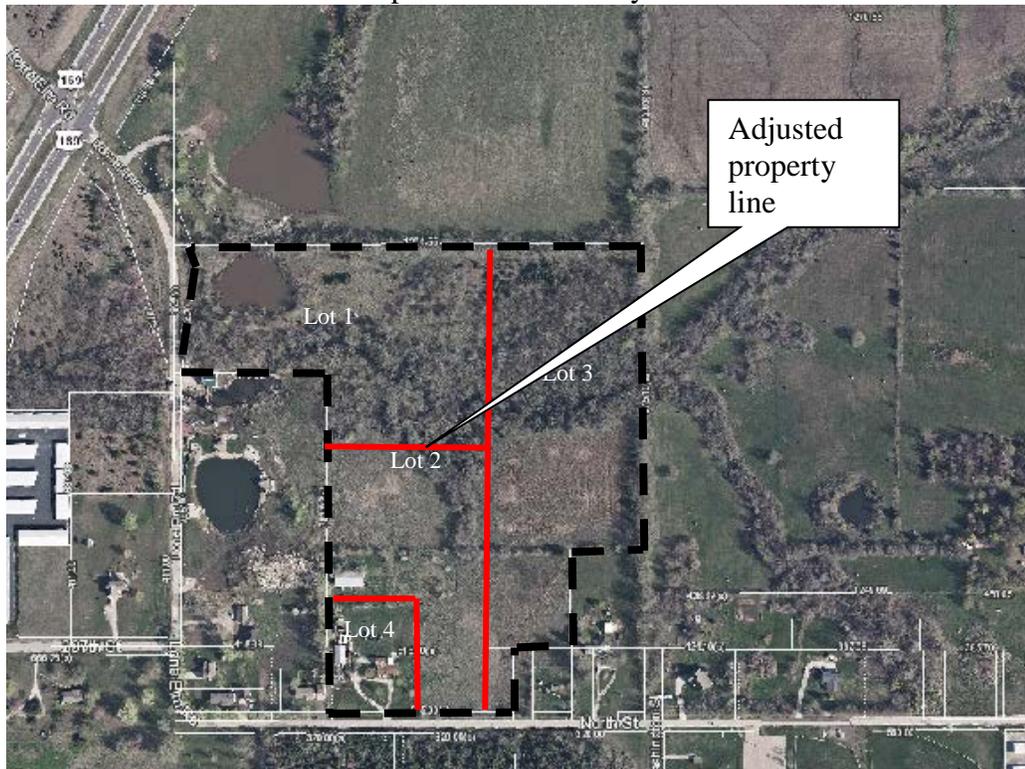
**Related Applications:** Z-01-14 PP-01-14 FP-02-14



Area Photo "Existing" The Bowery Plat



Area Photo "Proposed" The Bowery II Plat



**BACKGROUND:**

The applicant, Artistic Concrete Surfaces, LLC (ACS), has submitted an application for final plat approval for The Bowery II which encompasses lot 1 (20561 and 20559 Lone Elm Rd.), lot 2 (500 W. North St.), lot 3 (410 W. North St.) and lot 4 (610 W. North St.). The original Bowery Plat was recommended for approved by the Planning Commission on August 7, 2014, and approved by City Council on August 28, 2014.

This replat provides for an adjusted property line between Lot 1 and Lot 2. This adjustment allows for the protection of the wooded area along the stream that is important for the aesthetics for The Bowery Events business located on Lot 1.

**STAFF COMMENT:**

A copy of the final plat is included with this packet and has been reviewed by staff with the following comments:

1. There are no public dedications for right-of-way or utility easements.
2. There are no subdivision covenants applicable to this plat.
3. Public facilities are available to the platted area with the exception of sanitary sewer. Private sewage systems shall be installed on each tract in compliance with applicable codes of Johnson County and the City of Spring Hill.
4. The final plat meets the intent of the approved preliminary plat.
5. A Development Agreement is not required for this plat as there are no public improvements associated with the plat or future development.
6. The change of lot dimensions will not affect the addressing of lots assigned by JoCo Emergency Management and Communications Department.
7. The resizing of the lots will not affect the existing zonings.
8. The resizing of the lots will not affect the existing structures on the lots.
9. Various city departments and consultants have reviewed the proposed final plat with comments being implemented into the plat as applicable.
10. Staff verified that the taxes are paid on all platted lots of The Bowery Plat.

**Lot Sizes**

<b><u>LOT #</u></b>	<b><u>BOWERY / ACRES</u></b>	<b><u>BOWERY II / ACRES</u></b>
<b>1</b>	<b>6.83</b>	<b>8.54</b>
<b>2</b>	<b>7.38</b>	<b>5.67</b>
<b>3</b>	<b>12.14</b>	<b>12.14</b>
<b>4</b>	<b>2.02</b>	<b>2.01</b>

**RECOMMENDATION:**

Staff recommends approval of FP-05-16, The Bowery II Final Plat.



## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JAMES E. BOYER, UTILITY SUPERINTENDENT  
MEETING DATE: JUNE 23, 2016  
DATE: JUNE 14, 2016

---

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

**Issue:** Ground Water Storage Tank and Elevated Tower Cleaning and Inspections

**Background:** It has been four years since the last tank cleaning and inspections were completed on the city's water storage tanks. In order to assess the internal surface condition of the tanks, cleaning sediment from the tank floor and inspecting the internal coating system for failure is part of good routine maintenance.

**Analysis:** Two proposals were received from companies who specialize in "underwater" cleaning and inspections; this method of work allows the water tank to remain in service while the work is being performed and no water is wasted. A diver enters the tank, cleans debris and sediment from the floor and videos the entire project. We anticipate the Ground Storage Tank will need cleaning. However, the Elevated Water Tower may not require cleaning since it was recently painted (July 2015), and a video inspection of the internal paint surface of this structure will certainly be of value to use as a performance measurement timeline since a post painting video inspection was not completed after the painting project last year.

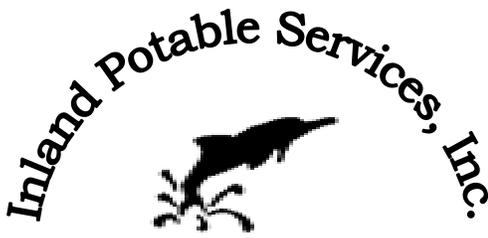
**Alternatives:** This is a necessary part of good routine maintenance and assures adequate tank structural conditions for safe potable drinking water.

**Legal Review:** The proposals are in contract format so criteria requires legal review.

**Funding Review or Budgetary Impact:** Proposal from Inland Potable Services, Inc.: \$2,875.00. Proposal from Liquid Engineering Corporation: \$3,310.00. Funds are available for these services and shall be paid from the Water Operations Line Item 20-14-7670 (Equipment Maintenance).

**Recommendation:** The city has used Inland Potable Services, Inc. in the past for cleaning and inspection services. Staff recommends approval by the City Council which authorizes tank cleaning and inspection services by Inland Potable Services, Inc. for the amount of \$2,875.00.

**Attachments:** Proposal – Inland Potable Services  
Attachment A to Inland Proposal  
Insurance Certificate (4)  
Proposal – Liquid Engineering



**Business Address:**  
 16297 E. Crestline Lane  
 Centennial, Colorado 80015  
 Office Phone: 303-400-4220  
 Office Fax: 303-400-4215  
 Email: larry@inlandpotableservices.com

**Jim Boyer**  
 City of Spring Hill  
 P.O. Box 424  
 Spring Hill, KS 66083-0424

Phone 913-592-3317  
 Fax: 913-592-3589

Date: 5/9/2016

**Diving Services for Potable Water Tanks/Reservoirs**

<b>Tanks</b>	<b>Tank Description</b>	<b>Additional Information</b>	<b>Scope of Work To Include</b>
<b>1</b>	475KG, on-grade, steel welded, 46ft diameter, 40ft high	Discharge water does not require de-chlorination. Discharge water and sediment will be released onto the ground.	1. Up to three (3) inches of sediment removal from the tank floor. 2. Visual inspection of the interior and exterior of the tank. 3. Written report with photos. 4. DVD of the dive.
<b>1</b>	500KG, water sphere, 150ft to the top, steel welded, 46ft diameter, 40ft deep	Tanks are approximately 2 miles apart.	1. <u>Visual inspection only</u> of the interior and exterior of the tank. 2. Written report with photos. 3. DVD of the dive.
		<b>Proposal Total</b>	<b>\$2,875.00</b>

**The bid price listed above is valid for 90 days from date shown.  
 Proposals signed and returned to Inland Potable Services are valid for one year from date of acceptance.**

**Payment terms:** 1% Ten Days, Net 30 Days. 1.5% interest per month will be charged on all accounts past 30 days.

This contract is based on a unit price which includes time and mobilization to and from the project site, set-up and breakdown of equipment, preparation for dive and diving services. Diving services in the 475KG tank will include sediment removal up to 3 inches from the floor, a video inspection and written report for your records (still photos included). During the initial dive sediment depths will be measured by the diver and documented on video. Inspection only in the water sphere.

**If removal of sediment of an abnormal consistency (clay, calcium, rocks, pebbles, mud, etc.), additional sediment removal (over 3 inches from the floor), wall cleaning or epoxy repairs is requested and approved by designated on-site representative, these services will be performed at a rate of \$369.00 per hour.**

Inland Potable Services, Inc. will provide all personnel and equipment necessary to provide diving services in the above referenced tanks. We will provide your utility with a written report as well as a narrated color video for the services performed. The tanks will be inspected according to American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- **All divers employed by Inland Potable Services are certified Commercial Divers.**
- **Inland Potable Services is fully bondable and insured.**

- All equipment entering the tanks will be disinfected with a minimum of 200ppm Chlorine.
- Schedule dates are tentative and are subject to change.
- If Inland Potable Services dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel onsite, inability to access designated work site, low water level, etc.) a down-time charge of \$369.00 per hour will be charged.
- A fee based on \$369.00 per hour will be charged if we are unable to get our truck and trailer to a tank location. We will use portable dive gear and cleaning equipment to complete the job. Please understand that use of utility vehicles or equipment may be necessary to get our equipment to a tank.
- Inland Potable Services makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.

Larry Lester, Regional Account Manager

Date: May 9, 2016

**To accept**, please sign and date proposal. Please fax both pages to 303-400-4215.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Important Information  
Please Read and Show Acceptance**

**Water Level** - Please initial below that you have been advised, and understand, the tanks must be filled to the overflow or at least within three feet from the hatch opening prior to the dive team's arrival. A \$500 futile trip charge will be levied if the team is unable to work due to low water levels.

**Utility Representative Initial Here** \_\_\_\_\_

**Fuel Surcharge** - Effective March 15, 2011 a fuel surcharge of \$25.00 per day will be added to this contract, if the price of diesel fuel exceeds \$4.00 per gallon on the date of the contract completion.

**Utility Representative Initial Here** \_\_\_\_\_

## **ATTACHMENT A TO AGREEMENT BETWEEN CITY OF SPRING HILL, KANSAS, AND INLAND POTABLE SERVICES, INC.**

This Attachment A is made to the Agreement ("**Agreement**", which term "Agreement" includes this Attachment A) between the City of Spring Hill, Kansas, ("**Client**"), and Inland Potable Services, Inc., a Colorado corporation ("**Inland**"). This Attachment A is made a part of, and is incorporated by reference into, the Agreement to which Attachment A is attached. Notwithstanding anything to the contrary in the Agreement to which this Attachment A is attached, the parties agree that the provisions of this Attachment A supersede any portions of the attached Agreement that are contradictory to this Attachment A, and that in the event of any such conflict or contradiction, the provisions of this Attachment A shall control.

- 1. Safety Precautions.** Inland shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the services to be provided, as described in the Agreement (the "**Services**") and shall take reasonable precautions in the course of the performance of the Services for the safety of, and shall provide reasonable protection to prevent injury, damage or loss to (a) employees and other persons at the site of the Services or who may be affected by the Services, (b) material and equipment stored at on-site or off-site locations for use in performance of the Services, and (c) other property at the site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. In performing the Services, Inland shall comply with all applicable laws, ordinances, rules, regulations, orders and the like bearing on safety of persons or property or their protection from injury, damage or loss.
- 2. Compliance with Kansas Acts Against Discrimination, and Other Discrimination Laws.** To the extent applicable, with respect to all Services provided by Inland under this Agreement, Inland agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Inland also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Inland agrees to cause all its subcontractors to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination, and all ADA, Civil Rights Acts, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Inland agrees to indemnify and hold Client harmless from all claims and damages, including but not limited to attorney fees and expenses, arising from any failure by



Attn: Glenda Gerrity, City Clerk  
Email: [gerrityg@springhillks.gov](mailto:gerrityg@springhillks.gov)

If to Inland: Inland Potable Services, Inc.  
16297 E. Crestline Lane  
Centennial, Colorado 80015  
Attn: Larry Lester, Regional Account Manager  
Email: [larry@inlandpotableservices.com](mailto:larry@inlandpotableservices.com)

- 12. Relationship of the Parties.** The Client and Inland are separate entities. Nothing in this Agreement shall be construed to create or imply an agency, participation or joint venture between the parties hereto, nor shall any City Council member, Mayor, officer, director, member, employee or agent of either party be deemed to be a City Council member, Mayor, officer, director, member, employee or agent of the other party for any purpose.
- 13. Default.** If either party is in breach of this Agreement, the other party may give the breaching party a 10 day written notice of the breach. The breaching party shall have 10 days from receipt of the written notice in which to cure the breach. If the breach is not cured within 10 days after the breaching party receives notice of the breach, the party giving the notice may declare the breaching party in default. In the event of such declaration of default, the party declaring the default may exercise its remedies provided under the law.
- 14. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, administrators, executors, successors, and permitted assigns.
- 15. Termination for Convenience by Client.** In recognition of Client's obligation to comply with the Kansas Cash Basis Law, Client may terminate this Agreement at any time for convenience, for any reason or no reason at all, by delivering written notice of termination to Inland. In the event of termination, Client shall pay Inland for the reasonable value of the Services rendered and provided to the date of delivery of the termination notice.
- 16. Remedy of Defective Services.** If any defects in the Services are discovered within two (2) years from the final completion of the Services, Inland shall promptly remedy such defects at its own expense.

**IN WITNESS WHEREOF, the parties hereto have caused this Attachment A to be signed by their duly authorized representatives. By signing below, the parties hereto agree to the Agreement to which this Attachment A is attached, as such attached Agreement is modified by this Attachment A.**

**CITY OF SPRING HILL, KANSAS**

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

ATTEST:

By: \_\_\_\_\_  
Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Frank H. Jenkins, Jr., City Attorney

**INLAND POTABLE SERVICES, INC.**

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

Capacity: \_\_\_\_\_

**EXHIBIT 1 TO ATTACHMENT A**

**INSURANCE REQUIREMENTS**

**(See attached insurance requirements)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
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.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This 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 surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, 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 the 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## PRIMARY AND NON-CONTRIBUTORY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to **4. c. Method of Sharing, Section IV - Commercial General Liability Conditions:**

However, we will not seek contribution from other insurance available to an Additional Insured endorsed to this policy when you have agreed in a written contract, prior to the loss, to provide such Additional Insured with primary and non-contributing insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/15/2016

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).

<b>PRODUCER</b> Commercial Risk Solutions 6600 E Hampden Ave Ste 200 Denver CO	<b>CONTACT NAME:</b> Stephanie Rodriquez <b>PHONE (A/C, No, Ext):</b> 303-996-7852 <b>E-MAIL ADDRESS:</b> srodriquez@crsdenver.com	<b>FAX (A/C, No):</b> 303-757-7719	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> INLAN-1 Inland Potable Services, Inc. 16297 E. Crestline Lane Centennial CO 80015	<b>INSURER A:</b> Navigators Insurance Co.		
	<b>INSURER B:</b> Continental Western Ins Co.		10804
	<b>INSURER C:</b> Pinnacol Assurance		41190
	<b>INSURER D:</b> The Travelers Companies		
	<b>INSURER E:</b> <b>INSURER F:</b>		

### COVERAGES

CERTIFICATE NUMBER: 1765846015

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		LA15CGL144807IC	10/30/2015	10/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA3113290	10/30/2015	10/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			LA15EXC829318IV	10/30/2015	10/30/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4118704	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Inland Marine Equipment/ACV/Special			8F327572	10/30/2015	10/30/2016	Rent/Leased Equip 450,400 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Projects/All Locations

City of Spring Hill, Kansas, their elected officials, representatives, officer, directors, employees and agents are included as additional insured on the General Liability with respect to ongoing and completed operations of the named insured for the certificate holder as required by written contract. General Liability coverage is primary and non-contributory. General Liability coverage includes a Per Project Aggregate limit. On the General Liability a 30-day notice of cancellation applies except 10-day notice for non-payment of premium. All policy terms, conditions and exclusions apply.

### CERTIFICATE HOLDER

### CANCELLATION

City of Spring Hill, Kansas Attn: Natalie Lazenby, HR-Risk Manager 401 N Madison PO Box 424 Spring Hill KS 66083	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 
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## **ADDITIONAL INSURED or “CERTIFICATE” HOLDER NOTICE OF CANCELLATION-BLANKET**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE FORMS**

If you are required by written contract to provide Notice of Cancellation (for reasons other than non-payment of premium or deductible reimbursement) to any additional insured or “certificate” holder under this policy, we agree to provide such Notice stating when, no less than 30 days from the date of mailing, such cancellation shall take effect.

You agree that as a condition precedent to us providing such notice, you will provide us with a complete list of such additional insureds or “certificate” holders including appropriate designees and complete mailing addresses. Such list shall be provided no less than 7 days from the date it is electronically requested. Such list shall be in a format acceptable to us.

If notice is mailed, proof of mailing is sufficient proof of notice.

For purpose of this endorsement, “certificate” shall mean a certificate of insurance issued as evidence of this insurance.



Fax – (406) 651-0120

**Proposal Number**  
**50019**

Please reference the Proposal Number above on all Purchase Orders issued.

## Scope of Work - In-Service Clean & Inspect

This Potable Water System Proposal is made this date, by and between **City of Spring Hill** of the state of **Kansas**, (hereinafter "Client") and **Liquid Engineering Corporation, of Billings, MT**, (hereinafter "LEC"). LEC will provide all labor, specialty equipment and insurance to professionally evaluate your facilities.

### In-Service Inspection

Interior and exterior inspections will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

Underwater interior video documentation will be completed with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings will be recorded on DVD format (including dive maintenance technician's findings and narrative summary).

Services will include detailed interior video documentation of the potable water tank(s) / clearwell(s) as described on page two (2).

**Underwater Operations** – All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADC approved commercial diving equipment dedicated to in-service potable water operations.

### In-Service Cleaning (Ground Storage only)

In-service removal of accumulated bottom sediment is accomplished using LEC's proprietary HydroDyne™ cleaning equipment. Normal cleaning prices provided include removal of sediment accumulations up to the first three inches (3") in depth or cubic yards given on reservoir information breakout.<sup>1</sup> Material that cannot be vacuumed with LEC's HydroDyne™ (e.g., concrete, gravel, misc. materials or compact sediment requiring the use of a hand nozzle), is considered debris. Cleaning includes up to one hour of debris removal per tank at no additional charge.<sup>2</sup>

For normal cleaning operations client shall make available an approved discharge location (sewer, cofferdam, etc.) within 300' of the reservoir access hatch. (Site-specific discharge recommendations can be provided by LEC upon request).

### Deliverable – Prioritization Schedule

The deliverable provided on site will consist of LEC's on site report, summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action, and is supplemented by the interior DVD documentation.

If requested, within approximately 45 days of completion of the onsite work, LEC's formal report will be delivered. This additional documentation will include a comprehensive listing of all discrepancies found, with corresponding photos and recommendations provided by LEC's specialists. Any cost estimates provided are estimated based on services provided by LEC and its specialists. This report will be delivered in the form of a digital PDF document. If a bound hard copy is requested, additional costs may apply. Costs for this bound report, without a professional engineers stamp are given on page 3. If necessary, reports can be signed and stamped by a licensed professional engineer for an additional charge.



**Proposal Number**  
**50019**

Please reference the Proposal Number above on all Purchase Orders issued.

**Assumptions** - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Prior to arrival, and during underwater operations, water level in tanks/clearwells to remain full.<sup>3</sup>
- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length – Crew Cab = 23' / Trailer = 22').<sup>4</sup>
- Access into tanks/clearwells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.
- There are no special discharge requirements (i.e. long distances / permits).

#### Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC's control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).

#### Reservoir Information

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>	<u>Cubic Yards Included</u>
Ground Storage	475,000	32' high x 50' dia	Steel welded – o/g	18 (3 inches)
Pedestal	500,000	100' to the top	Steel welded - elevated	N/A



**Proposal Number**  
**50019**  
 Please reference the Proposal Number above on all Purchase Orders issued.

<b>Costing</b>	
Cleaning / Inspection & On-Site Reporting Sub-Total	\$ 3,810.00
Community Discount (If all work is completed with other locally scheduled work)	(\$ 500.00)
<b>Cleaning / Inspection &amp; On-Site Reporting (after discount)</b>	<b>\$ 3,310.00</b>

**Scope of work for Pedestal is Warranty Inspection only.**

*Pricing above does not include Local, State or Franchise Taxes - if any.*

**RIDERS – Additionally Requested Services**

{Billed upon completion, as necessary and requested}

	Initial	
<b>Digital Formal Report (As described on page 1 of proposal) (This is a per tank cost)</b> (Digital Formal Report Payment Terms: Due Upon Receipt)		<b>\$ 300.00 / tank</b>

*Pricing above does not include Local, State or Franchise Taxes - if any.*

*(Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).*

1. Bottom sediment in excess of three inches or cubic yards stated above will be removed at \$42.00 per cubic yard.
2. Debris removal in excess of one hour per tank will be charged at a rate of \$425.00 per hour.
3. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby charges.
4. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment for onsite work is due and payable **Net 30 upon completion of on site work. Payment for the Digital Formal report(s) is due upon receipt.** Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.

**City of Spring Hill**  
 P. O. Box 424  
 Spring Hill, KS 66083

**LIQUID ENGINEERING CORPORATION**  
 P.O. Box 80230  
 Billings, MT 59108  
 (800) 438-2187 Voice / (406) 651-0120 Fax

Accepted & Agreed per Costing Breakdown  
 Attached hereto and by Reference Included herein

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By:  - Fred Muller  
 Title: **Vice President - Operations**  
 Date: **May 10, 2016**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR  
MEETING DATE: JUNE 23, 2016  
DATE: JUNE 14, 2016

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**Consent:** Resolution acknowledging review and acceptance of the requested five-year Johnson County Assistance Road System (CARS) Program.

**Issue:** In order to have projects considered for the 2017-2022 CARS Program by the Johnson County Board of Commissioners, the Governing Body must submit its written five-year road and bridge improvement program request by July 18, 2016; and all requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body.

**Background:** Staff has met and assembled a five-year program for submittal to Johnson County Board of County Commissioners for consideration. The submittal does not obligate the City to any of the projects but acts as a planning tool for the County and their budgeting process. Projects included in the submittal include:

- Lone Elm box culvert replacement
- Traffic signals, 199<sup>th</sup> & Ridgeview
- Turn lane improvements, 199<sup>th</sup> and Webster
- Mill and overlay Hale St., Webster to Woodland
- Mill and overlay Nichols St., Webster to Woodland

Details and cost estimates for each project are attached.

**Analysis:** Planning for city road projects is essential to the budgeting process for both the City and County. This resolution provides this planning tool and provides an opportunity for funding assistance through Johnson County CARS program.

**Alternatives:** Approve resolution, denial resolution resulting in loss of any possible 2017 funding, table issue for further consideration

### **Legal Review:**

**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 approval of Resolution No. 2016-R-17 acknowledging review and acceptance of the requested five-year Johnson County Assistance Road System (CARS) Program.

**Attachments:** 1. CARS Form A 2017-2021 applications (5)  
2. Draft Resolution

**RESOLUTION NO. 2016-R-17**

**RESOLUTION ACKNOWLEDGING REVIEW AND ACCEPTANCE OF THE REQUESTED 2017-2021 FIVE-YEAR COUNTY ASSISTANCE ROAD SYSTEM (CARS) PROGRAM.**

**WHEREAS**, the City of Spring Hill, Kansas, is desirous of obtaining County funds for certain street and bridge construction projects within the City; and

**WHEREAS**, in order to have projects considered for the 2017-2021 CARS Program by the Johnson County Board of Commissioners, the Governing Body must submit its written five-year road and bridge improvement program request by July 18, 2016; and

**WHEREAS**, all requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body.

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

That the attached Five-Year City/County Street Improvement Program has been reviewed and approved for submittal to the Johnson County Board of Commissioners as the City's 2017-2021 CARS Program request.

**ADOPTED** by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Frank H. Jenkins, Jr., City Attorney

**CARS Form A**  
**2016--2020 Project Application for the**  
**County Assistance Road System (CARS) Program**

Submit one form for each project. Make copies of this form as needed.

Complete & Return by April 14, 2016

Submitting City: Spring Hill Number 1 Priority (Y/N) Y

Project Location: Lone Elm Road approximately 750' north of 207<sup>th</sup> Street

Joint Project With: N/A Administrating City: Spring Hill

Contact Name & Title: John Brann, City Engineer County Commission District(s) #: 3

Estimated Project Schedule: Start Date (mo/yr): 06-18 Completion Date (mo/yr): 10-18

Current Average Daily Traffic (ADT): None Accident History (Prior 3 Years): unavailable

Project Type: Capacity Major Maintenance Bridge Replacement Bridge Rehabilitation  
 Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: Lone Elm Road is currently closed due to the unsafe condition of the existing RCB across the creek

Sufficiency Rating (Bridge Projects): Unavailable Pavement Condition: Good  Fair  Poor

**Detailed Description of Existing Facility:**

Existing 14'x14'x 46' long RCB. RCB has visible structural damage and Lone Elm Road is currently closed.

**Detailed Description of Project Scope:**

New 14'x14'x56' long RCB.

**Project Cost Information \***

1. Design Cost:	\$32,050.00
2. Right-of-way acquisition cost:	\$7,500.00
3. Utility relocation Cost:	\$20,000.00
4. Construction cost:	\$300,000.00
5. Construction engineering cost:	\$24,050.00
Total project cost:	\$383,600.00

**Calculation of CARS Eligible costs:**

A. Sum item # 4 & 5 above	(+)	\$324,050.00
B. Federal Aid Participation	(-)	-0-
C. State Aid Participation	(-)	-0-
D. Other Non-local Participation	(-)	-0-
Subtotal (CARS eligible costs)		\$324,050.00
CARS Funding request		\$162,025.00

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:

City Name: N/A Funding: \_\_\_\_\_  
 City Name: \_\_\_\_\_ Funding: \_\_\_\_\_

\*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2016 Program Projects). A copy of the sealed estimates **must** be furnished for all 2016 CARS Program requests.

**CARS Form A**  
**2016--2020 Project Application for the**  
**County Assistance Road System (CARS) Program**

*Submit one form for each project. Make copies of this form as needed.*

*Complete & Return by April 14, 2016*

**Submitting City:** Spring Hill **Number 1 Priority (Y/N)** N-2

**Project Location:** Intersection of 199<sup>th</sup> Street and Ridgeview Road

**Joint Project With:** N/A **Administrating City:** Spring Hill

**Contact Name & Title:** John Brann, City Engineer **County Commission District(s) #:** 3

**Estimated Project Schedule: Start Date (mo/yr):** 06-19 **Completion Date (mo/yr):** 10-19

**Current Average Daily Traffic (ADT):** 14,550 (2010) **Accident History (Prior 3 Years):** Exhibit A

**Project Type:** **Capacity** **Major Maintenance** **Bridge Replacement** **Bridge Rehabilitation**  
**Route Enhancement** **System Management**

**Current Level of Service (LOS) [System Management Projects Only]:** D- Based on best engineering judgement

**Sufficiency Rating (Bridge Projects):** N/A **Pavement Condition:**  Good  Fair  Poor

**Detailed Description of Existing Facility:**

Four way intersection with two (2) through lanes and one (1) left turn lane in each direction

**Detailed Description of Project Scope:**

Add actuated traffic signals for the entire intersection

**Project Cost Information \***

1. Design Cost:	\$23,600.00
2. Right-of-way acquisition cost:	-0-
3. Utility relocation Cost:	-0-
4. Construction cost:	\$210,000.00
5. Construction engineering cost:	\$17,700.00
<b>Total project cost:</b>	<b>\$251,300.00</b>

**Calculation of CARS Eligible costs:**

A. Sum item # 4 & 5 above	(+)	\$227,700.00
B. Federal Aid Participation	(-)	-0-
C. State Aid Participation	(-)	-0-
D. Other Non-local Participation	(-)	-0-
<b>Subtotal (CARS eligible costs)</b>		<b>\$227,700.00</b>
<b>CARS Funding request</b>		<b>\$113,850.00</b>
<small>(Request cannot exceed 50% of the CARS eligible costs)</small>		

**Funding participation by other cities:**

City Name: N/A Funding: \_\_\_\_\_  
City Name: \_\_\_\_\_ Funding: \_\_\_\_\_

\*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2016 Program Projects). A copy of the sealed estimates **must** be furnished for all 2016 CARS Program requests.

**EXHIBIT A**

# MOTOR VEHICLE ACCIDENT SUMMARY

## Intersection of 199th Street and Ridgeview Road in Spring Hill, KS

**(includes all accidents within a 0.05 miles in each direction)**

Year	ACCIDENTS				PEOPLE	
	Total	Fatal	Injury	PDO*	Deaths	Injuries
2012	2	-	-	2	-	-
2013	1	-	-	1	-	-
2014**	1	-	1	-	-	3
2015**	-	-	-	-	-	-
<b>Total</b>	<b>4</b>	<b>-</b>	<b>1</b>	<b>3</b>	<b>-</b>	<b>3</b>

\*PDO- Property Damage Only Accidents

\*\*Data are incomplete and unofficial at this time

**CARS Form A**  
**2016--2020 Project Application for the**  
**County Assistance Road System (CARS) Program**

Submit one form for each project. Make copies of this form as needed.

Complete & Return by April 14, 2016

Submitting City: Spring Hill Number 1 Priority (Y/N) N-3

Project Location: North Webster Street turn lane onto 199<sup>th</sup> Street

Joint Project With: N/A Administrating City: Spring Hill

Contact Name & Title: John Brann, City Engineer County Commission District(s) #: 3

Estimated Project Schedule: Start Date (mo/yr): 06-20 Completion Date (mo/yr): 10-20

Current Average Daily Traffic (ADT): 7,679 (2010) Accident History (Prior 3 Years): Exhibit B

Project Type: Capacity Major Maintenance Bridge Replacement Bridge Rehabilitation  
 Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: D- Based on best engineering judgement

Sufficiency Rating (Bridge Projects): N/A Pavement Condition: Good  Fair  Poor

**Detailed Description of Existing Facility:**

Existing 2 lane, 36' wide asphalt pavement with gravel shoulders.

**Detailed Description of Project Scope:**

New right turn lane on Webster Street beginning north of 201<sup>st</sup> Street and extending north to 199<sup>th</sup> Street.  
 Will include a 120' tapered section and 280' of 12' wide turn lane.

**Project Cost Information \***

1. Design Cost:	\$24,100.00
2. Right-of-way acquisition cost:	-0-
3. Utility relocation Cost:	-0-
4. Construction cost:	\$215,250.00
5. Construction engineering cost:	\$18,075.00
Total project cost:	\$257,425.00

**Calculation of CARS Eligible costs:**

A. Sum item # 4 & 5 above	(+)	\$233,325.00
B. Federal Aid Participation	(-)	-0-
C. State Aid Participation	(-)	-0-
D. Other Non-local Participation	(-)	-0-
Subtotal (CARS eligible costs)		\$233,325.00
CARS Funding request		\$116,662.50

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:

City Name: N/A Funding: \_\_\_\_\_  
 City Name: \_\_\_\_\_ Funding: \_\_\_\_\_

\*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2016 Program Projects). A copy of the sealed estimates **must** be furnished for all 2016 CARS Program requests.

**EXHIBIT B**

# MOTOR VEHICLE ACCIDENT SUMMARY

## Intersection of Webster Street and 199th Street in Spring Hill, KS

(includes all accidents within a 0.1 miles in each direction)

Year	ACCIDENTS				PEOPLE	
	Total	Fatal	Injury	PDO*	Deaths	Injuries
2012	1	-	1	-	-	3
2013	-	-	-	-	-	-
2014**	1	-	-	1	-	-
2015**	1	-	1	-	-	1
<b>Total</b>	<b>3</b>	<b>-</b>	<b>2</b>	<b>1</b>	<b>-</b>	<b>4</b>

\*PDO- Property Damage Only Accidents

\*\*Data are incomplete and unofficial at this time

**CARS Form A**  
**2016--2020 Project Application for the**  
**County Assistance Road System (CARS) Program**

Submit one form for each project. Make copies of this form as needed.

Complete & Return by April 14, 2016

Submitting City: Spring Hill Number 1 Priority (Y/N) N-4

Project Location: East Hale Street from Webster Street to Woodland Road

Joint Project With: N/A Administrating City: Spring Hill

Contact Name & Title: John Brann, City Engineer County Commission District(s) #: 3

Estimated Project Schedule: Start Date (mo/yr): 06-21 Completion Date (mo/yr): 10-21

Current Average Daily Traffic (ADT): None Accident History (Prior 3 Years): None

Project Type: Capacity Major Maintenance Bridge Replacement Bridge Rehabilitation  
 Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: D- Based on best engineering judgement

Sufficiency Rating (Bridge Projects): N/A Pavement Condition: Good  Fair  Poor

**Detailed Description of Existing Facility:**

Existing 2 lane, 21' wide asphalt street with curb and gutter.

**Detailed Description of Project Scope:**

Mill and overlay entire street and make full depth asphalt repairs in areas of subgrade failure.

**Project Cost Information \***

1. Design Cost:	\$24,450.00
2. Right-of-way acquisition cost:	-0-
3. Utility relocation Cost:	-0-
4. Construction cost:	\$218,850.00
5. Construction engineering cost:	\$18,350.00
Total project cost:	\$261,650.00

**Calculation of CARS Eligible costs:**

A. Sum item # 4 & 5 above	(+)	\$237,200.00
B. Federal Aid Participation	(-)	-0-
C. State Aid Participation	(-)	-0-
D. Other Non-local Participation	(-)	-0-
Subtotal (CARS eligible costs)		\$237,200.00
CARS Funding request		\$118,600.00

(Request cannot exceed 50% of the CARS eligible costs)

**Funding participation by other cities:**

City Name: N/A Funding: \_\_\_\_\_  
 City Name: \_\_\_\_\_ Funding: \_\_\_\_\_

\*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2016 Program Projects). A copy of the sealed estimates **must** be furnished for all 2016 CARS Program requests.

**CARS Form A**  
**2016--2020 Project Application for the**  
**County Assistance Road System (CARS) Program**

Submit one form for each project. Make copies of this form as needed.

Complete & Return by April 14, 2016

Submitting City: Spring Hill Number 1 Priority (Y/N) N-5

Project Location: East Nichols Street from Webster Street to Woodland Road

Joint Project With: N/A Administrating City: Spring Hill

Contact Name & Title: John Brann, City Engineer County Commission District(s) #: 3

Estimated Project Schedule: Start Date (mo/yr): 06-22 Completion Date (mo/yr): 10-22

Current Average Daily Traffic (ADT): None Accident History (Prior 3 Years): Exhibit C

Project Type: Capacity Major Maintenance Bridge Replacement Bridge Rehabilitation  
 Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: D- Based on best engineering judgement

Sufficiency Rating (Bridge Projects): N/A Pavement Condition: Good  Fair  Poor

**Detailed Description of Existing Facility:**

Existing 2 lane, 21' wide asphalt street with curb and gutter.

**Detailed Description of Project Scope:**

Mill and overlay entire street and make full depth asphalt repairs in areas of subgrade failure.

**Project Cost Information \***

1. Design Cost:	\$35,650.00
2. Right-of-way acquisition cost:	-0-
3. Utility relocation Cost:	-0-
4. Construction cost:	\$338,625.00
5. Construction engineering cost:	\$26,750.00
Total project cost:	\$401,025.00

**Calculation of CARS Eligible costs:**

A. Sum item # 4 & 5 above	(+)	\$365,375.00
B. Federal Aid Participation	(-)	-0-
C. State Aid Participation	(-)	-0-
D. Other Non-local Participation	(-)	-0-
Subtotal (CARS eligible costs)		\$365,375.00
CARS Funding request		\$182,687.50
<small>(Request cannot exceed 50% of the CARS eligible costs)</small>		

**Funding participation by other cities:**

City Name: N/A Funding: \_\_\_\_\_  
 City Name: \_\_\_\_\_ Funding: \_\_\_\_\_

\*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2016 Program Projects). A copy of the sealed estimates **must** be furnished for all 2016 CARS Program requests.

**EXHIBIT C**

# MOTOR VEHICLE ACCIDENT SUMMARY

## Intersection of Webster Street and Nichols Street in Spring Hill, KS

**(includes all accidents within a 150' in each direction)**

Year	ACCIDENTS				PEOPLE	
	Total	Fatal	Injury	PDO*	Deaths	Injuries
2012	1	-	-	1	-	-
2013	-	-	-	-	-	-
2014**	-	-	-	-	-	-
2015**	-	-	-	-	-	-
<b>Total</b>	<b>1</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>-</b>

\*PDO- Property Damage Only Accidents

\*\*Data are incomplete and unofficial at this time



1

3

2

5

4

SPRING HILL, KANSAS  
CARS PROJECT MAP

W 199th St

S Vine St

S E 1st Rd

S Woodland Rd

S Ridgeview Rd

W North St

N Webster St

N Lincoln St

S Barker Rd

S Skyview Ln

Wildcat Ln

E Wilson St

Frank St

E Nichole St

Spring Hill

Woodlance

Millridge S

Wilson St

S Harrison

S Jackson

S Washington

S Jefferson

S Madison

N Madison St

N Jefferson St

N Washington St

N Jackson St

N Franklin St

N Harrison St

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JUNE 23, 2016

DATE: JUNE 15, 2016

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**Consent Agenda:** Consideration of resolution establishing legal dates for discharge of fireworks.

**Issue:** In March 2016 Resolution 2016-R-05 was presented to and adopted by the Governing Body to establish the legal dates for fireworks discharge in 2016. Unfortunately staff has discovered an error in the dates. This revised resolution establishes the dates of discharge in conjunction with the legal dates of fireworks sales, June 27-July 5.

**Background:** Each year the Governing Body establishes the dates for the legal discharge of fireworks. This flexibility in dates was created to allow for weekend celebrations in the community with the legal discharge of fireworks. The intent of Resolution 2016-R-05 was to establish discharge dates in conjunction with the legal sales of fireworks. This adopted resolution is incorrect as it specifies June 28-July 4.

**Analysis:** July 4, 2016 falls on a Monday and allows for weekend celebration events with fireworks. In addition, fireworks are available for legal purchase June 27 thru July 5. Allowing the legal discharge of fireworks in conjunction with the legal sales dates eliminates confusion of residents and lessens law enforcement issues. Hours of legal discharge remain 8:00a.m. to 11:00p.m. Dates for discharging fireworks for the New Year holiday remain December 31, 2016 through January 1, 2017 from 11:00p.m. to 12:30a.m.

**Alternatives:** denial, approval, or directing staff to further review the issue

**Legal Review:** City Attorney Frank Jenkins has reviewed the draft resolution

**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 approval of Resolution #2016-R-18 establishing the legal dates for the discharge of fireworks in 2016 as June 27 through July 5 (8:00a.m.-11:00p.m.) and December 31, 2016 through January 1, 2017 (11:00p.m. to 12:30a.m.)

**Attachments:** Draft resolution

**RESOLUTION NO. 2016-R-18**

**A RESOLUTION DESIGNATING THE DAYS AUTHORIZED FOR THE DISCHARGE OF CONSUMER (1.4G) FIREWORKS WITHIN THE CITY OF SPRING HILL, KANSAS PURSUANT TO SECTION 6-104(a).2 OF THE SPRING HILL MUNICIPAL CODE FURTHER RESCINDING RESOLUTION NO. 2016-R-05.**

**WHEREAS**, Section 6-104 of the Spring Hill Municipal Code (SHMC) prohibits the discharge of consumer (1.4G) fireworks within the City of Spring Hill, Kansas, except for those days designated by resolution adopted by the Governing Body of Spring Hill, Kansas.

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

**SECTION ONE: Authorized Days for Discharge of Consumer (1.4G) Fireworks.** Pursuant to Section 6-104(a).2 of the SHMC, the following days are designated as the days that the discharge of consumer (1.4G) fireworks are permitted to be discharged within the City of Spring Hill, Kansas:

- A. *July 4th Holiday.* The discharge of consumer (1.4G) fireworks shall be permitted on June 27, 28, 29 and 30, and July 1, 2, 3, 4 and 5, 2016. The discharge of the designated fireworks on these specified days shall be limited to the hours between 8:00 A.M. and 11:00 P.M.
- B. *December 31, 2016 through January 1, 2017.* The discharge of consumer (1.4G) fireworks shall be permitted on December 31, 2016 and January 1, 2017. The discharge of the designated fireworks on these specified days shall be limited to the hours between 11:00 P.M. and 12:30 A.M.

**SECTION TWO: Rescission.** Resolution No. 2016-R-05 is hereby rescinded.

**SECTION THREE: Effective Date.** This Resolution shall be effective upon its adoption by the Governing Body.

**ADOPTED** by the Governing Body this 23rd day of June, 2016.

**APPROVED** by the Mayor this 23rd day of June, 2016.

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**Steven M. Ellis, Mayor**

**ATTEST:**

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**Glenda Gerrity, City Clerk**

(SEAL)

**Approved As To Form:**

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**Frank H. Jenkins, Jr.,**  
**City Attorney**

AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: JUNE 23, 2016  
DATE: JUNE 16, 2016

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**Formal Action**

**Issue:** Resolution determining the intent of the City of Spring Hill, KS to issue its industrial revenue bonds (taxable under federal law) in the approximate principal amount of \$11,960,500 to pay a portion of the cost of acquiring, constructing and equipping a multifamily housing facility within the City; authorizing the execution of a payment in lieu of tax agreement in connection with a property tax exemption for the property financed with the proceeds of the bonds and repealing Resolution 2016-R-10 (Blackhawk Apartment Project)

**Background:** Industrial revenue bonds (IRB's) are an economic development tool available to Kansas cities and counties. IRB's are offered under Kansas law (see K.S.A. 12-1740 and 79-201a) to provide financing for private business facilities and may be used to finance all or a portion of the project. Cities elect to offer the use of IRB financing to support economic development activities which offer the option of tax abatement and/or sales tax exemption on construction of the facility.

In April 2016, the City Council approved Resolution 2016-R-10 determining the intent of the City to issue industrial revenue bonds for the Blackhawk apartment complex in the proposed amount of \$10,706,500 requesting an abatement of property taxes averaging fifty percent (50%) over ten (10) years and exemption of sales tax on construction of the project.

At that time, the remaining actions for this project included: 1) cost/benefit analysis performed by the state Department of Commerce; 2) public hearing; 3) payment in lieu of taxes (PILOT) agreement.

**Analysis:** The proposed resolution repeals and replaces Resolution 2016-R-10. The replacement resolution increases the requested project amount to \$11,960,000. Also included is the authority to execute a payment in lieu of taxes agreement. The resolution of intent is proposed under section fourteen (14) of the policy related to property tax abatement established under resolution 538.

**Legal Review:** The resolution has been prepared by Kutak Rock, city bond counsel, and Mr. Jenkins, city attorney.

**Recommendation:** The recommendation is to approve resolution 2016-R-16 determining the intent of the City of Spring Hill to issue its industrial revenue bonds in the approximate principal amount of \$11,960,000 to pay a portion of the cost of acquiring, constructing and equipping a multifamily housing facility within the City; authorizing the execution of a payment in lieu of tax agreement in connection with a property tax exemption for the property financed with the proceeds of the bonds and repealing Resolution 2016-R-10. (Blackhawk Apartment Project)

**Attachments:** Resolution 2016-R-16  
Payment in lieu of taxes (PILOT) agreement

**RESOLUTION NO. 2016-R-16**

**A RESOLUTION DETERMINING THE INTENT OF THE CITY OF SPRING HILL, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW) IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$11,960,000 TO PAY A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A MULTIFAMILY HOUSING FACILITY WITHIN THE CITY; AUTHORIZING THE EXECUTION OF A PAYMENT IN LIEU OF TAX AGREEMENT IN CONNECTION WITH A PROPERTY TAX EXEMPTION FOR THE PROPERTY FINANCED WITH THE PROCEEDS OF THE BONDS AND REPEALING RESOLUTION NO. 2016-R-10 (BLACKHAWK APARTMENTS PROJECT)**

**WHEREAS**, the City of Spring Hill, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

**WHEREAS**, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, Blackhawk Development, L.L.C., a Kansas limited liability company (together with, subject to the City’s consent, its successors and assigns, the “Company”), has made application requesting the City to issue its taxable industrial revenue bonds in the aggregate principal amount of approximately \$11,960,000 (the “Bonds”) for the purpose of financing a portion of the cost of acquiring, constructing and equipping an apartment complex, clubhouse, business office and swimming pool, including real estate, building and improvements located at 22700 S. Harrison within the City (the “Project”) and to lease the Project to the Company, all pursuant to the Act; and

**WHEREAS**, it is found and determined to be advisable and in the best interest and for the welfare of the City and its inhabitants that the City issue its Bonds under the Act, such Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company; and

**WHEREAS**, the Company has also requested that the City apply to the Kansas Department of Revenue for an exemption from sales tax for property financed with the proceeds of the Bonds; and

**WHEREAS**, the Company has further requested that the City consider granting an exemption from *ad valorem* taxes for the portion of the Project financed with proceeds of the Bonds (the “Project Improvements”) in accordance with K.S.A. 79-201a *Twenty-Fourth*; and

**WHEREAS**, the City has caused a cost benefit analysis to be prepared in connection with its consideration of *ad valorem* property tax abatement on the Project Improvements, which cost benefit analysis includes an analysis of the effect on revenues of the State of Kansas, and the City held a public hearing on such exemption after providing notice of such hearing as required by K.S.A. 12-1749d, as amended; and

**WHEREAS**, the City finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver a Payment in Lieu of Tax Agreement (the “PILOT Agreement”) between the City and the Company wherein the Company agrees to make certain payments in lieu of taxes in consideration of the City issuing the Bonds and applying for a property tax exemption the Project Improvements;

**WHEREAS**, Resolution No. 2016-R-10 of the City adopted on April 14, 2016, indicated the intent of the City to issue bonds to finance a portion of the costs of acquiring, constructing and equipping the Project, and it is necessary to repeal and replace Resolution No. 2016-R-10 with this Resolution to increase the principal amount of the Bonds;

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

**Section 1. Approval of Project.** The Governing Body of the City finds and determines that the acquisition, construction and equipping of the Project will promote, stimulate and develop the general welfare and economic prosperity of the City through the promotion and advancement of physical or mental health, industrial, commercial, agricultural, natural resources or recreational development of the City and the issuance of the City’s Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City determines and declares the intent of the City to acquire, construct and equip the Project using the proceeds of the Bonds all in accordance with the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City will (i) issue its Bonds to pay a portion of the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease of the Project from the Company to the City; (iii) provide for the lease back of the Project from the City to the Company; and (iv) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

**Section 4. Conditions to Issuance.** The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to (i) obtaining any necessary governmental approvals; (ii) agreement of the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including, but not limited to, provisions relating to the security for the

payment of the Bonds, and provisions relating to the maintenance of the Project; and (iii) payment by the Company of all costs associated with the issuance of the Bonds, including, but not limited to, any City fees and expenses and the fees and expenses of the City's Bond Counsel and City Attorney.

**Section 5. Sale of the Bonds/Authority to Proceed.** The sale of the Bonds shall be the responsibility of the Company. The Company is authorized to proceed with the acquisition, construction and equipping of the Project and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse the Company for such expenditures out of the proceeds of the Bonds when and if issued. Notwithstanding such authorization, the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason, including the repayment to the Kansas Department of Revenue of any retailers' sales tax exemption utilized by the Company for which the Company shall indemnify and hold the City harmless.

**Section 6. Tax Exemption; PILOT Agreement.** The Mayor is authorized and directed to execute and deliver the PILOT Agreement on behalf of, and as the act and deed of the City, in substantially the form on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor, upon recommendation of Bond Counsel and the City Attorney, may approve as evidenced by his execution thereof. The City intends that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project Improvements be exempt from *ad valorem* property taxes for ten years commencing the year following the year in which the Bonds are issued in accordance with the terms of the PILOT Agreement and this Resolution. Subject to the issuance of the Bonds, proper application for an exemption being made to the Kansas Board of Tax Appeals and approval of such application by the Kansas Board of Tax Appeals, the City further determines that the Project Improvements shall be exempt from such taxes for 10 years, commencing in the year after the Bonds are issued, provided any annual payment in lieu of taxes due under the PILOT Agreement has been made and that the further terms and conditions of the PILOT Agreement are met. In making such determination the Governing Body of the City has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Company is responsible for preparing such application and providing the same to the City for its review and submission.

**Section 7. Repeal Prior Resolution.** Resolution No. 2016-R-10 of the City is hereby repealed and replaced by this Resolution.

**Section 8. Further Action.** The Mayor, Finance Director, City Clerk, City Attorney, the City's Financial Advisor, the City's Bond Counsel and officers and employees of the City are authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purposes contemplated by this Resolution, including, but not limited to, the execution and filing (a) with the Kansas Board of Tax Appeals, an informational statement relating to the Bonds as required by State law, and (b) with the Kansas Department of Revenue, an application for an exemption from sales tax for materials purchased for the Project Improvements.

**Section 9. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City and shall be null and void in the event the Bonds are not issued on or prior to June 23, 2017.

[Remainder of Page Intentionally Left Blank]

**ADOPTED** by the Governing Body on June 23, 2016.

(Seal)

CITY OF SPRING HILL, KANSAS

---

Steven M. Ellis, Mayor

ATTEST:

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Glenda Gerrity, City Clerk

## PAYMENT IN LIEU OF TAX AGREEMENT

**THIS PAYMENT IN LIEU OF TAX AGREEMENT** (this “Agreement”), made and entered into as of this \_\_\_\_\_, 2016, by and between **BLACKHAWK DEVELOPMENT, L.L.C.**, a Kansas limited liability company (the “Company”), and **THE CITY OF SPRING HILL, KANSAS**, a municipal corporation (the “City”).

### WITNESSETH THAT:

- Tax Exemption; Payment in Lieu of Taxes.** In consideration of the issuance by the City of its industrial revenue bonds in the principal amount of \$11,960,000 (the “Bonds”), to finance a portion of the cost of acquiring, constructing and equipping a multifamily housing facility in the City (the “Project”), and in consideration of Company’s execution of the Base Lease (the “Base Lease”), as may be amended from time to time, pursuant to which the Company, as lessor, leases the Project to the City, as lessee, and the Lease (the “Lease”), as may be amended from time to time, pursuant to which the City, as lessor, leases the Project back to the Company, as lessee, and in further consideration of the laws of the state of Kansas granting an exemption from real and personal property taxation for the Project for a period of up to 10 years, commencing with the first calendar year after the calendar year in which the Bonds are issued, the Company agrees to make payments in lieu of *ad valorem* property taxes in the amount specified herein and in the manner provided for herein, and the City agrees to apply for an *ad valorem* property tax exemption for the buildings and improvements, but not the land, comprising the Project (such buildings and improvements, to the extent financed with proceeds of the Bonds, the “Project Improvements”) for the 10 year period herein described.
- Location.** The Project is located in the City on the real property described on *Exhibit A* attached hereto (the “Project Site”).
- Amount of Payments; Place of Payment.** In lieu of the general *ad valorem* property taxes on the Project Improvements as permitted by K.S.A. 79-201a, for the 10 calendar years commencing with the first calendar year after the calendar year in which the Bonds are issued, the Company shall pay, if due, by separate check to the Treasurer of Miami County, Kansas (the “County”), or other appropriate officer as required by the laws of the state of Kansas, a payment in lieu of taxes (“PILOT”) in an amount equal to the *ad valorem* property taxes which would otherwise be due on the Project Improvements, abated by the applicable abatement percentage set forth on *Exhibit B* attached hereto. By way of example only, if in Year 5 the *ad valorem* property taxes which would otherwise be due on the Project Improvements total \$200,000, then the Year 5 PILOT would be calculated as \$200,000 – (\$200,000 x 58%), or \$84,000. Such amount shall be billed to the Company by statement of the County Clerk of the County (or such other appropriate officer of the County or City) which bill shall be issued approximately contemporaneously with the issuance of general tax bills in the state of Kansas and shall be due on the dates and in the percentages that *ad valorem* property taxes are due in the state of Kansas. Currently, tax bills are issued by November 20th of each year and are due as follows: one-half (1/2) on or before December 20th in respect of the PILOT for the then current calendar year, and the remainder for such calendar year on or before May 10th of the following calendar year.
- Distribution of Payment.** All PILOTs shall be distributed to all applicable taxing subdivisions in the County, as provided in K.S.A. 12-1742.

5. **Reduction of Payment for Actual Taxes Paid or Decrease in Valuation.** The annual amount to be paid pursuant to Section 3 herein shall be reduced, but not below zero, by any actual *ad valorem* property tax payments paid by or on behalf of the Company with respect to the Project Improvements for any year in which the taxes for the Project Improvements are exempt under the terms of this Agreement. The annual amount to be paid pursuant to Section 3 herein shall not be reduced in the event the County's valuation of the Project Improvements for any calendar year decreases after such annual amount, or any portion thereof, has been paid by the Company for such calendar year.
6. **Failure to Make PILOT; Lease or Base Lease Default.** Should the Company fail to make the payments described above or a default shall occur under the Lease or Base Lease and not be cured within any time period permitted therein, this Agreement may be terminated at the option of the City effective on the date in the year such payment was originally due or the date of such default, as applicable, and the Company agrees that from and after such termination date, it shall pay in full the regular amount of *ad valorem* property taxes on the property constituting the Project Improvements.
7. **Approval of Exemption.** This Agreement is conditioned on the issuance by the Kansas Board of Tax Appeals of an order exempting the Project Improvements from *ad valorem* property taxation in accordance with Kansas law, including K.S.A. 79-201a *et seq.*, and upon receipt by the City from the Company of all information necessary to file the Application for Exemption with the Kansas Board of Tax Appeals by no later than February 1 in the year following the issuance of the Bonds. The Company acknowledges that the exemption must be annually renewed and agrees to provide the City with information to complete the annual renewal by February 1 of each year in which the exemption is in place.
8. **Payment of Fees and Expenses.** This Agreement is conditioned on payment when due by the Company of all fees and expenses of the City in connection with the Bonds, the Lease and the Base Lease, including without limitation the City's application fee, service or origination fee, annual renewal fee and the fees of the City's Bond Counsel and City Attorney.
9. **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.
10. **Transferability.** The benefits of this Agreement may not be transferred to any assignee of the Company, without the written consent of the City.
11. **No Waiver.** No waiver by the City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.
12. **Governing Law.** This Agreement shall be governed by the laws of the state of Kansas.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by a duly authorized official, such signature to be attested by a duly authorized officer and its official seal to be applied, and the Company has caused this Agreement to be executed by a duly authorized officer, as of the day and year first above written.

CITY OF SPRING HILL, KANSAS

(Seal)

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

ATTEST:

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

BLACKHAWK DEVELOPMENT, L.L.C.  
a Kansas limited liability company

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

## **EXHIBIT A**

### **THE PROJECT SITE**

The following described real estate in Miami County, Kansas:

All that part of the Northwest Quarter of Section 26, Township 15, Range 23, in the City of Spring Hill, Miami County, Kansas, described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 26; thence North 87 degrees 43 minutes 39 seconds East, along the South line of the Northwest Quarter of said Section 26, a distance of 174.38 feet, to the point of beginning; thence North 2 degrees 24 minutes 49 seconds West, a distance of 922.84 feet; thence Northerly on a curve to the right having a radius of 1470.00 feet, central angle 0 degrees 44 minutes 57 seconds, a distance of 19.22 feet; thence North 88 degrees 15 minutes 26 seconds East, a distance of 580.88 feet; thence South 1 degree 44 minutes 34 seconds East, a distance of 380.34 feet; thence South 88 degrees 15 minutes 26 seconds West, a distance of 33.54 feet; thence South 1 degree 44 minutes 16 seconds East, a distance of 80.11 feet; thence South 88 degrees 15 minutes 26 seconds West, a distance of 26.00 feet; thence South 54 degrees 02 minutes 35 seconds West, a distance of 35.56 feet; thence South 88 degrees 15 minutes 33 seconds West, a distance of 130.58 feet; thence South 59 degrees 16 minutes 07 seconds West, a distance of 26.69 feet; thence South 51 degrees 16 minutes 49 seconds West, a distance of 188.08 feet; thence South 37 degrees 16 minutes 29 seconds West, a distance of 59.27 feet; thence South 23 degrees 29 minutes 31 seconds West, a distance of 27.31 feet; thence South 37 degrees 07 minutes 31 seconds East, a distance of 211.39 feet; thence South 2 degrees 16 minutes 21 seconds East, a distance of 90.07 feet, to a point on the South Line of said Northwest Quarter; thence South 87 degrees 43 minutes 39 seconds West, along said South Line, a distance of 251.12 feet, to the point of beginning, containing 8.58 acres more or less.

**EXHIBIT B**

**ABATEMENT PERCENTAGES**

<b>Year</b>	<b>Percentage</b>
Year 1	0%
Year 2	75%
Year 3	75%
Year 4	60%
Year 5	58%
Year 6	50%
Year 7	50%
Year 8	45%
Year 9	45%
Year 10	45%

# Agenda Item Review Sheet

TO: GOVERNING BODY  
SUBMITTED BY: FRANK JENKINS JR., CITY ATTORNEY  
MEETING DATE: JUNE 23, 2016  
DATE: JUNE 16, 2016

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**Formal Action:** Ordinance amending Article 8A of the Spring Hill Municipal Code relating to the imposition of liens on insurance proceeds for damages to buildings and other structures to insure funds are available to reimburse the City for costs it incurs if it demolishes the structures.

**Issue:** Amendment of Article 8A to conform to House Bill 2446 which expanded the type of damages it could be reimbursed for to include any covered claims.

**Background:**

- 1982- Cities were granted the authority to create liens on insurance proceeds for damages to buildings and other structure cause by fire or explosion pursuant to K.S.A. 40-3901 et seq. (“Insurance Proceeds Fund Act” or “Act”).
- 1987- The State Legislature added windstorm damages to the claims for which liens could be created.
- 2016- The State Legislature adopted House Bill 2446 (effective July 1, 2016) which expanded the ability of cities to place liens on proceeds of any covered claims for damage to structures

**Analysis:** The Insurance Proceeds Fund Act currently provides that a city will ultimately be compensated if it proceeds with the demolition of an insured structure damages by fire, explosion or wind. The Act permits a city to establish by ordinance a procedure assuring the payment by insurance companies of 15% of the proceeds from any fire, explosion or wind damage insurance policy. The covered claim payment must be in excess of 75% of the face values of the policy covering the damaged structure. The law allows the insurer to first pay the amount of any first mortgage on the real estate and they withhold the amount form the payment due the city.

Attached is the ordinance that amends Article 8A of the Spring Hill Municipal Code to permit the City to impose a lien on any covered claim. It also modifies time limits relating to the administration of the lien proceedings.

**Funding Review or Budgetary Impact:** No impact.

**Alternatives:**

1. Motion approving Ordinance No. 2016-07 Article 8A of the Spring Hill Municipal Code relating to payment of insurance proceeds to the City for damages to buildings and other structures for any covered claim.
2. Motion to deny the approval of the ordinance.

3. Motion to table the matter.

**Recommendation:** Approval of the ordinance.

**Attachment:** Ordinance.

cc: Johnathan Roberts, City Administrator  
Melanie Landis, Director of Finance  
Jim Hendershot, Director of Community Development  
Glenda Gerrity, City Clerk

**ORDINANCE NO. 2016-07**

**AN ORDINANCE AMENDING ARTICLE 8A OF THE SPRING HILL MUNICIPAL CODE RELATING TO THE ESTABLISHMENT AND IMPLEMENTATION OF AN INSURANCE PROCEEDS FUND PURSUANT TO K.S.A. 40-3901 ET SEQ.**

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

**SECTION ONE:** Section 8A-101 of the Spring Hill Municipal Code is hereby amended to read as follows:

**“Section 8A-101. SCOPE AND APPLICATION.** The city is hereby authorized to utilize the procedures established by K.S.A. 40-3901 et seq., whereby no insurance company shall pay a claim of a named insured for loss or damage to any building or other structure located within the city, whereby the amount recoverable for the loss or damage to the building or other structure under all policies in excess of 75 percent of the face value of the policy covering such building or other insured structure, unless there is compliance with the procedures set out in this ordinance.”

**SECTION TWO:** Section 8A-102 of the Spring Hill Municipal Code is hereby amended to read as follows:

**“Section 8A-102. LIEN CREATED.** The governing body of the city hereby creates a lien in favor of the city on the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure located within the city, where the amount recoverable for all the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policy(s) covering such building or other insured structure. The lien arises upon any unpaid tax, special ad valorem levy, or any other charge imposed upon real property by or on behalf of the city which is an encumbrance on real property, whether or not evidenced by written instrument, or such tax, levy, assessment, expense or other charge that has remained undischarged for at least one year prior to the filing of a proof of loss.”

**SECTION THREE:** Section 8A-106 of the Spring Hill Municipal Code is hereby amended to read as follows:

**“Section 8A-106. FUND CREATED; DEPOSIT OF MONEYS.** The finance director/city treasurer is hereby authorized and shall create a fund to be known as the “Insurance Proceeds Fund.” All moneys received by the finance director/city treasurer as

provided for by this ordinance shall be placed in said fund and deposited in an interest-bearing account.”

**SECTION FOUR:** Section 8A-107 of the Spring Hill Municipal Code is hereby amended to read as follows:

**“Section 8A-107. BUILDING INSPECTOR; INVESTIGATION, REMOVAL OF STRUCTURE.**

- (a) Upon receipt of moneys as provided for by this ordinance, the finance director/city treasurer shall immediately notify the chief building inspector of said receipt, and transmit all documents received from the insurance company or companies to the chief building inspector.
- (b) Within thirty (30) days of the receipt of said moneys, the chief building inspector shall determine, after prior investigation, whether the city has or shall instigate proceedings under the provisions of K.S.A. 12-1750 *et seq.*, as amended.
- (c) Prior to the expiration of the thirty (30) days established by subsection (b) of Section 8A-107, the chief building inspector shall notify the finance director/city treasurer whether he or she has or intends to initiate proceedings under K.S.A. 12-1750 *et seq.*, as amended.
- (d) If the chief building inspector has determined that proceedings under K.S.A. 12-1750 *et seq.*, as amended has or shall be initiated, he or she will do so immediately, but no later than forty-five (45) days after receipt of the moneys by the finance director/city treasurer.
- (e) Upon notification to the finance director/city treasurer by the chief building inspector that no proceedings have or shall be initiated under K.S.A. 12-1750 *et seq.*, as amended, the finance director/city treasurer shall return all such moneys received, plus accrued interest, to the insured or insureds as identified in the communication from the insurance company or companies. Such return shall be accomplished within forty-five (45) days of the receipt of the moneys from the insurance company or companies.”

**SECTION FIVE:** Section 8A-108 of the Spring Hill Municipal Code is hereby amended to read as follows:

**“Section 8A-109. SAME; DISPOSITION OF FUNDS.** If the chief building inspector, with regard to a building or other structure damaged, determines that it is necessary to act under K.S.A. 12-1756, *et seq.*, any proceeds received by the finance director/city treasurer under the authority of Section 8A-105 relating to that building or other structure shall be used to reimburse the city for any expenses incurred by the city in proceeding under K.S.A. 12-1756, *et seq.* Upon reimbursement from the insurance proceeds, the chief building inspector shall immediately effect the release of the lien resulting therefrom. Should the expenses incurred by the city exceed the insurance proceeds paid over to the finance director/city treasurer under Section 8A-105, the chief building inspector shall publish a new lien as authorized by K.S.A. 12-1756 *et seq.*, in an amount equal to such excess expenses incurred.”

**SECTION SIX:** Section 8A-111 of the Spring Hill Municipal Code is hereby amended to read as follows:

**“Section 8A-111. INSURERS; LIABILITY.** Insurers complying with this ordinance or attempting in good faith to comply with this ordinance shall be immune from civil and criminal liability and such action shall not be deemed in violation of K.S.A. 40-2404 and any amendments thereto, including withholding payment of any insurance proceeds pursuant to this ordinance, or releasing or disclosing any information pursuant to this ordinance.”

**SECTION SEVEN: EFFECTIVE DATE.** This Ordinance shall be effective on July 1, 2016, and after its publication in the official city newspaper.

**PASSED** by the Governing Body of the City of Spring Hill, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** by the Mayor of the City of Spring Hill, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Steven M. Ellis, MAYOR

**ATTEST:**

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

APPROVED AS TO FORM:

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Frank H. Jenkins, Jr., City Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING **ARTICLE 8A** OF THE SPRING HILL MUNICIPAL CODE RELATING TO THE ESTABLISHMENT AND IMPLEMENTATION OF AN INSURANCE PROCEEDS FUND PURSUANT TO K.S.A. 40-3901 ET SEQ.

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**SECTION TWO:** Section 8A-102 of the Spring Hill Municipal Code is hereby amended to read as follows:

**“Section 8A-102. LIEN CREATED.** The governing body of the city hereby creates a lien in favor of the city on the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure located within the city, ~~caused by or arising out of any fire, explosion, or windstorm,~~ where the amount recoverable for all the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policy(s) covering such building or other insured structure. The lien arises upon any unpaid tax, special ad valorem levy, or any other charge imposed upon real property by or on behalf of the city which is an encumbrance on real property, whether or not evidenced by written instrument, or such tax, levy, assessment, expense or other charge that has remained undischarged for at least one year prior to the filing of a proof of loss.”

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- (a) Upon receipt of moneys as provided for by this ordinance, the finance director/city treasurer shall immediately notify the chief building inspector of said receipt, and transmit all documents received from the insurance company or companies to the chief building inspector.
- (b) Within ~~twenty (20)~~ thirty (30) days of the receipt of said moneys, the chief building inspector shall determine, after prior investigation, whether the city has or shall instigate proceedings under the provisions of K.S.A. 12-1750 *et seq.*, as amended.
- (c) Prior to the expiration of the ~~twenty (20)~~ thirty (30) days established by subsection (b) of Section 8A-107, the chief building inspector shall notify the finance director/city treasurer whether he or she has or intends to initiate proceedings under K.S.A. 12-1750 *et seq.*, as amended.
- (d) If the chief building inspector has determined that proceedings under K.S.A. 12-1750 *et seq.*, as amended has or shall be initiated, he or she will do so immediately, but no later than ~~thirty (30)~~ forty-five (45) days after receipt of the moneys by the finance director/city treasurer.
- (e) Upon notification to the finance director/city treasurer by the chief building inspector that no proceedings have or shall be initiated under K.S.A. 12-1750 *et seq.*, as amended, the finance director/city treasurer shall return all such moneys received, plus accrued interest, to the insured or insureds as identified in the communication from the insurance company or companies. Such return shall be accomplished within ~~thirty (30)~~ forty-five (45) days of the receipt of the moneys from the insurance company or companies.”

**SECTION FIVE:** Section 8A-108 of the Spring Hill Municipal Code is hereby amended to read as follows:

“**Section 8A-109. SAME; DISPOSITION OF FUNDS.** If the chief building inspector, with regard to a building or other structure damaged ~~by fire, explosion, or windstorm~~, determines that it is necessary to act under K.S.A. 12-1756, *et seq.*, any proceeds received by the finance director/city treasurer under the authority of Section 8A-105 relating to that building or other structure shall be used to reimburse the city for any expenses incurred by the city in proceeding under K.S.A. 12-1756, *et seq.* Upon reimbursement from the insurance proceeds, the chief building inspector shall immediately effect the release of the lien resulting therefrom. Should the expenses incurred by the city exceed the insurance proceeds paid over to the finance director/city treasurer under Section 8A-105, the chief building inspector shall publish a new lien as authorized by K.S.A. 12-1756 *et seq.*, in an amount equal to such excess expenses incurred.”

**SECTION SIX:** Section 8A-111 of the Spring Hill Municipal Code is hereby amended to read as follows:

“**Section 8A-111. INSURERS; LIABILITY.** Insurers complying with this ordinance or attempting in good faith to comply with this ordinance shall be immune from civil and criminal liability and such action shall not be deemed in violation of K.S.A. 40-2404 and any amendments thereto, including withholding payment of any insurance proceeds pursuant to this ordinance, or releasing or disclosing any information pursuant to this ordinance.”

**SECTION SEVEN: EFFECTIVE DATE.** This Ordinance shall ~~take be effective on July 1, 2016, and be in force from~~ and after its publication in the official city newspaper.

**PASSED** by the Governing Body of the City of Spring Hill, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** by the Mayor of the City of Spring Hill, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Steven M. Ellis, MAYOR

**ATTEST:**

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

APPROVED AS TO FORM:

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Frank H. Jenkins, Jr., City Attorney

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT  
MEETING DATE: JUNE 23, 2016  
DATE: JUNE 16, 2016

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

**Issue:** Acceptance of Proposals/Award of Contract for the Mid-AM Building Supply Water Line Relocation.

**Background:** In May of this year, Straub Construction began working on a parking lot and storm sewer improvement for Mid-AM Building Supply Company. Part of the storm sewer improvements required the installation of a new 36" diameter storm sewer along the south side of 207<sup>th</sup> Street. Before the storm sewer was completed it was discovered that there was a conflict with the city's existing water line. It was also determined that the existing water line was not in the existing 207<sup>th</sup> Street right of way as previously thought but was on property owned by Mid-AM Supply Company, a subsidiary of Knaebels, Inc. out of Moberly, Missouri. Because the water line was not within public right of way, we researched the Mid-AM property to determine if an easement existed for this water line. Mid-American Title Company performed the research and determined that there was no easement for this water line. As such, the city will be responsible for the cost of the water line relocation. Because the existing water line location is holding up the completion of the work by Straub Construction, the staff wanted to expedite this process so the work could be started as soon as possible.

**Analysis:** Because the existing water line relocation is the responsibility of the city, we sent out proposals to four (4) different contractors to perform this work. We have received three (3) proposals. The proposals received were from Ron Weers Construction Company, \$11,515.00, Larkin Excavating, Inc., \$18,433.00, and Westland Construction, Inc., \$23,750.00. All three contractors have experience with projects of this type and size. Ron Weers Construction Company installed the elevated tank bypass piping as part of the tank painting project and Westland Construction, Inc. performed the work for the BNSF Utility Adjustments.

**Legal Review:** If the Council accepts the low proposal from Ron Weers Construction Company and awards the contract, the documents will be review and approved by City attorney, city risk manager and the city's insurance agent prior to execution by the city.

**Funding Review or Budgetary Impact:** This recommendation is being presented in accordance with Section 7 of the Spring Hill Purchasing Policy. The expenditures will be paid from the City's water fund.

**Recommendation:** We recommend the City accept the proposal and award the contract to Ron Weers Construction Company in the amount of \$11,515.00.

**Attachments:** Proposals from Ron Weers Construction Company, Larkin Excavating, Inc. and Westland Construction, Inc.

Ron Weers Construction, Inc.  
 20765 S. Foster Court  
 Bucyrus, KS 66013  
 / 913-681-5575  
 913-681-5669 Fax

Quote To: John Brann

Job Name: Mid Am  
 Waterline Relocation  
 Bid Date: 6/15/2016

<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
1 Connect to Existing Main	Ea	3	850.00	2,550.00
2 8" RJ C-900 PVC	Lf	33	28.00	924.00
3 8" RJ DIP	Lf	37	45.00	1,665.00
4 Misc RJ MJ Fittings	Ls	1	4,300.00	4,300.00
5 Straddle Blocks	Ea	2	475.00	950.00
6 Mobilization	Ls	1	900.00	900.00
7 Bond	Ls	1	226.00	226.00
<b>Total</b>				<b>11,515.00</b>

**Notes**

- \*\*\*Work to be performed to current City of Spring Hill technical specs.
- \*\*\*Spoils to be wasted onsite.
- \*\*\*No spoils haul off included in bid.
- \*\*\*No traffic control, erosion control, or site restoration.
- \*\*\*Final price based on field measured quantities.

Accepted:

Bidder:

Ron Weers Construction, Inc  
 20765 S Foster Court  
 Bucyrus KS 66013

By \_\_\_\_\_

By Ryan Weers

Title \_\_\_\_\_

Title President

Date \_\_\_\_\_

Date June 15, 2016

# Larkin Excavating, Inc.

13575 Gilman Rd  
P.O. Box 233  
Lansing, KS 66043

Phone: 913-351-3772  
Fax: 913-351-2437

***If we don't take care of the customer someone else will.***

<b>To:</b> Straub Construction	<b>Contact:</b>
<b>Address:</b> Shawnee, KS	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> REVISED COR Mid Am Building Supply Water Line Relocation	<b>Bid Number:</b>
<b>Project Location:</b> Spring Hill, KS	<b>Bid Date:</b> 6/9/2016

**Thank you very much for the opportunity to quote.**

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Mobilization	1.00	LS	\$1,210.00	\$1,210.00
	2	Relocate 8" Water Main - Two Disconnects	4.00	DY	\$4,094.00	\$16,376.00
	3	Pour Two Thrust Blocks	2.00	EACH	\$423.50	\$847.00

**Total Bid Price: \$18,433.00**

**Notes:**

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<p><b>ACCEPTED:</b>  The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Larkin Excavating, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jerry Baker, P.E.  913.351.3772 jbaker@larkinexc.com</p>
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**Westland Construction, Inc.**

20510 163rd Street  
 Basehor, KS 66007  
 (913) 724-3191

# Estimate

Date	Estimate #
6/16/2016	364

<b>Name / Address</b>
City of Springhill, KS Attn: John Brann

<b>Project or P.O. #</b>
207th & Webster

Item	Description	Cost	Quantity	Total
Service	207th & Webster Street 8 -inch Waterline Relocation  Cut and cap existing water line. Install approximately 80feet of 8inch C-900. Install 2 straddle blocks. Install 8inch fittings and accessories. Includes 2 main shut downs. Includes pipe swab disinfectant.  Inclusion: Bonds, 2 year warranty and insurance.  Exclusion: Construction Staking.	23,750.00		23,750.00

Please call me if you have any further questions.  
 Josh (913) 775-2418

<b>\$23,750.00</b>
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Acceptance \_\_\_\_\_