

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

CALL TO ORDER

INVOCATION Pastor Irvin Middlebusher, Ocheltree Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATION: Spring Hill Website, Allysha Walmann

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: July 14, 2016
2. Appropriation Order 2016-07-28
3. Consider Approval of Temporary Use Permit: TUP-06-16, Outside Display Sales, H.E.R.S. Inc.
4. Consider Approval of Change Order No. 1: Subgrade Repairs to Victory Road, Kansas Heavy Construction, LLC

FORMAL COUNCIL ACTION

5. Ordinance 2016-08: Consider vacating a portion of Nichols Street adjacent to 102 E. Nichols St., Mr. Gionelli Pourleamar *Tabled from the July 14th City Council meeting.*
6. Ordinance No. 2016-09: Consider approval of Conditional Use Permit, CU-2016-0001, Child Care Center, 21901 Victory Road, The Wholesome Child, LLC

7. Resolution No. 2016-R-20: Consider adoption of Resolution adding Article XI to the Spring Hill Employee Handbook relating to weapons in the work place; adopting the 2016 First Edition Spring Hill Employee Handbook; further rescinding Resolution No. 2013-R-13
8. Resolution No. 2016-R-21: Temporary Construction Easement, Webster Street Acceleration Lane, AGC Glass North America, Inc.
9. Resolution No. 2016-R-22: Temporary Construction Easement, Veterans Park Access Road Project

DISCUSSION

10. 2017 Budget and Capital Improvement Program

ANNOUNCEMENTS and REPORTS

ADJOURN

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

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

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

Councilmembers in attendance: Chris Leaton
Clint Gillis
Floyd Koder

Councilmembers absent: Andrea Hughes
Vacancy

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

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

Motion by Leaton, seconded by Gillis, to approve the agenda as presented. Motion carried 3-0-0

CITY COUNCIL APPOINTMENT and OATH OF OFFICE:

The Mayor stated that with the resignation of Mr. Chad Eckert, that left a vacancy on the City Council. The City advertised in the official city newspaper, Miami County Republic, and posted it on the City's website. The City received one application from Mr. Scott Snavelly, who previously served on the City Council. Mr. Snavelly did not seek re-election when he and his family moved out of the community, subsequently they have moved back to Spring Hill. It was the pleasure of the Mayor, for the Council's consideration and consent, to present Scott Snavelly to fill the unexpired term of Chad Eckert.

Motion by Leaton, seconded by Gillis, approve the City Council appointment of Scott Snavelly as stated. Motion carried 3-0-0.

The Mayor congratulated Mr. Snavelly. At this time, the City Clerk administered the Oath of Office and then Mr. Snavelly took his seat on the dais.

CITIZEN PARTICIPATION:

Mr. Jeff Shoffner, 20350 W. 217th Street, Spring Hill, Kansas, appreciated the opportunity to speak and voiced his concern about fireworks. He believes that 10 days to shoot off fireworks is too many and that some of the fireworks should have been in a professional environment. At times, it was difficult to see across the street due to all the smoke and he watered down his house in fear of fire. He requested that something be done to resolve the issues with fireworks.

The Mayor thanked Mr. Shoffner for his comments and stated that there are a mix of opinions on fireworks. The Mayor suggested that staff revisit this subject and look at enforcement, what and how we're doing, and review the duration to

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set off fireworks, which may have been a little long this year.

CONSENT AGENDA:

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

1. **Approval of Minutes: June 23, 2016**
2. **Consider Approval of Cereal Malt Beverage Renewal: Gambino's Pizza**
3. **Consider Approval of Cereal Malt Beverage Renewal: Casey's General Store**
4. **Consider Special Event Permit: Bicycle Ride Rest Stop, Sunflower to Roses**
5. **Consider Special Event Permit: Back to School Night, Spring Hill Recreation Commission**
6. **Consider Approval of Change Order No. 2: Nichols/Race Street Storm Sewer Project, Linaweaver Construction, Inc.**

Motion carried 4-0-0.

FORMAL COUNCIL ACTION

7. Appropriation Order 2016-07-14

The appropriation order was presented for consideration in the amount of \$406,746.71.

Motion by Leaton, seconded by Koder, to approve appropriation order 2016-07-14. Motion carried 3-0-1 (Gillis) Mr. Gillis abstained due to a conflict of interest since his business was a payee in the appropriation order.

8. Ordinance 2016-08: Consider vacating a portion of Nichols Street adjacent to 102 E. Nichols St., Mr. Gionelli Pourleamar

The Community Development Director reported that the City received a request from the owner, Mr. Gionelli Pourleamar, and prospective buyer, Mr. Mathew Kelly, of 102 E. Nichols St., to vacate city right-of-way adjacent to the east property line of this property. The City Engineer and Public Works staff reviewed the request and had no objections except to retain a utility easement on the property. City staff requested that the applicants contact the adjoining property owner. As of today, the applicant has not completed this request. Notification of the request was sent to adjoining property owners. Staff spoke to the Spring Hill United Methodist Church, which is the adjoining property owner to the east, and reported that the church is concerned about the access into their parking lot. Mr. Kelly intends to install a fence/railing at the entrance on Webster Street. Many parishioners use this entrance to access the church parking lot; however, this is private property and there is no city right-of-way through this property. Mr. Kelly would be within his right to install the fence which would make the access to the church strictly off of Nichols Street. Based on conversations with the Spring Hill United Methodist Church, Mr. Hendershot requested to change the recommendation to table this item for two weeks to allow all parties an opportunity to discuss the issues with access to the church parking lot.

Public Comments:

Reverend Kara Eidson, Pastor at United Methodist Church, 112 E. Nichols Street, confirmed for the record that the church has not been contacted by the applicant. Pastor Eidson, along with the parishioners, are very concerned about the Webster Street entrance to the church parking lot being inaccessible if this application is approved and is present to speak against the application. The church thought there was an easement allowing this entrance; however, they were disappointed to find out that an easement for the Webster Street entrance does not exist. This has been a good faith agreement with previous property owners for many years. Pastor Eidson stated that the Webster Street access is the only entrance into the parking lot from the main roadway and if this is closed, it will increase traffic on two one-way residential streets. Many groups use the facility throughout the week including a day care and civic groups. The Pastor stated that they have maintained the area over the years and are consulting with an attorney to take the necessary steps for an easement by necessity. The congregation does not wish to inhibit development of the adjoining property, but would like to assure that the members of the community, who use the church building, still have access to the church from Webster Street that has been used a very long time. The Pastor respectfully requested to deny the request to vacate; vacation of the property is not in the best interest of the community or the church which has faithfully served this community for many years.

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Helen Hecke, 701 W. South Street, stated that she is concerned about the entrance to the church off of Webster Street being eliminated. This may hurt the visibility of the church and create a difficult situation after the church services have ended and people are trying to exit.

Motion by Snavelly, seconded by Gillis, to table Ordinance 2016-08 until the July 28, 2016 City Council meeting. Motion passed 4-0-0.

9. Resolution 2016-R-19: Consider authorizing issuance and delivery of general obligation renewal temporary notes, series 2016A

The Finance Director introduced the City's financial advisor Tom Kaleko, with Springsted, and the City's bond counsel Tyler Ellsworth, with Kutak Rock, to introduce the resolution to consider authorizing issuance and delivery of general obligation renewal temporary notes, series 2016A.

Mr. Kaleko gave a brief background of the previously issued general obligation temporary notes, series 2014A for the Wilson Street storm drainage improvements and the Wolf Creek sewer improvements. Upon maturity of the existing notes, the City will use available funds to pay the portion of the existing notes which financed the storm drainage improvements. The sewer improvements will continue to be temporarily financed by issue 2016A, in the amount of \$386,500, until permanent financing can be issued later this year. Mr. Kaleko reported that this is a short term note and stated that the local banks were not investing in short term. Springsted reported that Robert W. Baird & Co. Incorporated was very interested in acting as the Placement Agent for the proposed placement and issuance of \$386,500 General Obligation Renewal Temporary Notes, Series, 2016A. Huntington Public Capital Corporation, is the potential purchaser for a 1 year term at 1-1/2%.

Mr. Ellsworth stated the note resolution, presented this evening, authorizes the issuance of general obligation renewal temporary notes, series 2016A. The note resolution authorizes the city to sign two additional documents; the Note Purchase Agreement and the Placement Agent Engagement letter.

Motion by Leaton, seconded by Gillis, to approve Resolution 2016-R-19 for 1 year term, 1 ½%. Motion carried 4-0-0.

DISCUSSION

10. 2017 Budget and Capital Improvement Program (CIP)

The Finance Director presented the 2017 Budget and 2017-2021 CIP. Topics presented were as follows: Budget Calendar, Outside Agency Requests, Supplemental Requests – Management recommendations, Additional requests for consideration, Additional requests for consideration not included in draft budget, Vehicle & Equipment Lease Payment Summary, 2017-2021 CIP, Assessed Valuation in dollars, General Fund, Tax Levy Funds, and Tax rate analysis. Final budget discussion will be July 28th. Ms. Landis also reported that both counties approved a 2-day extension so the City can have the budget hearing at their August 25th City Council meeting.

EXECUTIVE SESSION – Attorney-Client Privilege Exception

Motion by Leaton, seconded by Gillis, to recess into Executive Session for 10 minutes under the Attorney-Client Exception to the Kansas Open Meetings Act: Subject – Contract with Fire District No. 2 of Johnson County, Kansas. The following persons are to be in attendance: Jonathan Roberts, City Administrator, and Frank Jenkins, Jr., City Attorney. Motion carried 4-0-0.

The meeting recessed at 8:30p.m. The executive session will begin at 8:40pm

The meeting reconvened at 8:50p.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.

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ADJOURN

Motion by Leaton, seconded by Gillis, to adjourn.

The meeting adjourned at 8:51p.m.

Approved by the Governing Body on _____.

Glenda Gerrity, City Clerk

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2016-07-28 PRESENTED: July 28, 2016

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

Section 1:

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

Accounts Payable:	\$433,055.25
Payroll:	\$75,684.75
	\$508,740.00

Section 2:

Claims presented for approval of payment:

Accounts Payable:	_____
	\$0.00

Total amount of the Appropriation Order: \$508,740.00

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
11079078	6/13/2016	ACTIVE NETWORK, INC				
		POOLHOUSE SUPPLIES	01-12-6110	\$ 397.40	78386	7/21/2016
11079588	6/24/2016	POOL EQUIPMENT	01-12-8110	\$ 1,170.00	78386	7/21/2016

		ACTIVE NETWORK, INC		\$ 1,567.40		
		AETNA				
PR20160701	7/1/2016	AETNA-457 PLAN	01-00-2035	\$ 257.50	1283446	7/08/2016 E
PR20160701	7/1/2016	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283446	7/08/2016 E
PR20160701	7/1/2016	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283446	7/08/2016 E

		AETNA		\$ 327.50		
		AFLAC				
721413	7/1/2016	BENEFITS	01-01-5120	\$ 2,199.25	216609	7/8/2016

		AFLAC		\$ 2,199.25		
		ALAN HIRE				
161907	7/19/2016	MISCELLANEOUS	01-09-6090	\$ 145.00	78387	7/21/2016

		ALAN HIRE		\$ 145.00		
		ALEXANDER OPEN SYSTEMS				
I0086401	5/17/2016	CONSULTING SERVICES	01-11-7720	\$ 4,812.50	216610	7/8/2016
I0086402	5/17/2016	CONSULTING SERVICES	01-11-7720	\$ 1,925.00	216610	7/8/2016
I0086522	5/18/2016	POOL EQUIPMENT	01-12-8110	\$ 1,806.11	216610	7/8/2016
I0086593	6/3/2016	POOL EQUIPMENT	01-12-8110	\$ 200.00	216610	7/8/2016
I0087027	6/21/2016	CONSULTING SERVICES	01-11-7720	\$ 87.50	216610	7/8/2016

		ALEXANDER OPEN SYSTEMS		\$ 8,831.11		
		ANDREA JESBERG				
161606	6/16/2016	TRAINING	01-06-7640	\$ 27.54	216611	7/8/2016

		ANDREA JESBERG		\$ 27.54		
		ANNE RUDY				
2649	7/9/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78388	7/21/2016
2649	7/9/2016	RENT REFUND	01-00-4235	\$ 2.00	78388	7/21/2016

		ANNE RUDY		\$ 77.00		
		APPRENTICE PERSONNEL				
22703	6/25/2016	TEMP HELP - DOOR HANGERS	01-13-6090	\$ 192.00	78389	7/21/2016
22745	7/2/2016	TEMP HELP	01-13-6090	\$ 424.00	78389	7/21/2016

		APPRENTICE PERSONNEL		\$ 616.00		
		AQUA PRODUCTS K.C.				
17725	7/1/2016	POOL EQUIPMENT	01-12-8110	\$ 171.58	78390	7/21/2016

		AQUA PRODUCTS K.C.		\$ 171.58		
		ARLAN CO INC				
8570	6/10/2016	POOL CHEMICALS	01-12-6130	\$ 175.00	216612	7/8/2016

		ARLAN CO INC		\$ 175.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
153524	5/9/2016	ATRONIC ALARMS, INC PROFESSIONAL SERVICES	01-09-7740	\$ 134.00	216613	7/8/2016
158468	6/24/2016	PROFESSIONAL SERVICES	01-17-7740	\$ 19.50	216613	7/8/2016

		ATRONIC ALARMS, INC		\$ 153.50		
895	7/8/2016	BOTTARO, KUBIN & YOCUM LEGAL SERVICES	01-09-7710	\$ 1,552.00	78391	7/21/2016

		BOTTARO, KUBIN & YOCUM		\$ 1,552.00		
35085597	7/6/2016	CARTER WATERS CONSTRUCTIO STREET MATERIALS	10-02-6330	\$ 220.96	78392	7/21/2016

		CARTER WATERS CONSTRUCTI		\$ 220.96		
159965	7/1/2016	CIVICPLUS PROFESSIONAL SERVICES	01-01-7740	\$ 6,075.78	78393	7/21/2016

		CIVICPLUS		\$ 6,075.78		
110341	6/15/2016	CMI STREET MATERIALS	10-02-6330	\$ 200.00	216614	7/8/2016

		CMI		\$ 200.00		
606240835	6/24/2016	COMFORT DESIGNS HEATING BUILDING MAINTENANCE	01-02-6160	\$ 576.25	78394	7/21/2016

		COMFORT DESIGNS HEATING		\$ 576.25		
25265-1	7/6/2016	COMMERCIAL AQUATIC SERV. POOL CHEMICALS	01-12-6130	\$ 4,192.17	78395	7/21/2016

		COMMERCIAL AQUATIC SERV.		\$ 4,192.17		
161407	7/14/2016	CORRIE NELSON CABANA RENTAL	01-00-4635	\$ 135.00	78396	7/21/2016

		CORRIE NELSON		\$ 135.00		
78562708	6/17/2016	DELL FINANCIAL SERVICES DELL LEASE	01-09-8120	\$ 3,000.61	78397	7/21/2016
78562708	6/17/2016	DELL LEASE	20-14-8120	\$ 125.77	78397	7/21/2016
		6695052-01				
78562708	6/17/2016	DELL LEASE	25-15-8120	\$ 467.17	78397	7/21/2016
		6695052-01				

		DELL FINANCIAL SERVICES		\$ 3,593.55		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
38899	6/10/2016	DIGITAL CONNECTIONS INC EQUIPMENT MAINTENANCE	01-09-6130	\$ 824.24	78398	7/21/2016
38899	6/10/2016	EQUIPMENT MAINTENANCE	01-13-6110	\$ 44.75	78398	7/21/2016
38899	6/10/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 196.70	78398	7/21/2016
39119	7/11/2016	EQUIPMENT MAINTENANCE	01-09-6130	\$ 462.70	78398	7/21/2016
39119	7/11/2016	EQUIPMENT MAINTENANCE	01-13-6110	\$ 137.37	78398	7/21/2016
39119	7/11/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 179.56	78398	7/21/2016

		DIGITAL CONNECTIONS INC		\$ 1,845.32		
		E EDWARDS WORK WEAR				
6221662942	6/22/2016	UNIFORM - ATKIN	01-02-7680	\$ 28.79	216615	7/8/2016
6221662942	6/22/2016	BOOTS - ATKIN	01-02-6370	\$ 150.00	216615	7/8/2016

		E EDWARDS WORK WEAR		\$ 178.79		
		EDWARDS CHEMICALS, INC.				
34884	6/29/2016	POOL CHEMICALS	01-12-6130	\$ 1,360.50	78399	7/21/2016

		EDWARDS CHEMICALS, INC.		\$ 1,360.50		
		EVCO WHOLESALE FOOD CORP				
144658	7/1/2016	POOL CONCESSION SNACKS	01-12-6120	\$ 584.91	78400	7/21/2016
145969	7/9/2016	POOL CONCESSION	01-12-6120	\$ 535.08	78400	7/21/2016

		EVCO WHOLESALE FOOD CORP		\$ 1,119.99		
		FAMILY CENTER OF PAOLA				
2950384	7/11/2016	HAND EQUIPMENT & TOOLS	01-02-6360	\$ 11.95	78401	7/21/2016
2950384	7/11/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 31.16	78401	7/21/2016

		FAMILY CENTER OF PAOLA		\$ 43.11		
		FASTENAL COMPANY				
SKC1118153	5/25/2016	HAND TOOLS & EQUIPMENT	01-03-6360	\$ 4.96	216616	7/8/2016
SKC1118517	6/13/2016	POOLHOUSE SUPPLIES	01-12-6110	\$ 173.75	216616	7/8/2016

		FASTENAL COMPANY		\$ 178.71		
		FOLEY EQUIPMENT COMPANY				
S460018616	6/30/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 30.68	78402	7/21/2016

		FOLEY EQUIPMENT COMPANY		\$ 30.68		
		H.E.R.S. INC				
51645	7/6/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 576.20	78403	7/21/2016

		H.E.R.S. INC		\$ 576.20		
		INTERNAL REVENUE SERVICE				
PR20160701	7/1/2016	FED/FICA TAX	01-00-2020	\$ 22,159.06	1283445	7/08/2016 E
PR20160701	7/1/2016	FED/FICA TAX	20-00-2020	\$ 1,075.34	1283445	7/08/2016 E
PR20160701	7/1/2016	FED/FICA TAX	25-00-2020	\$ 1,348.98	1283445	7/08/2016 E

		INTERNAL REVENUE SERVICE		\$ 24,583.38		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
12122601	7/19/2016	JOHN TANKSLEY WATER UTILITY	20-14-4310	\$ 36.90	78404	7/21/2016
		JOHN TANKSLEY		----- \$ 36.90		
3951	7/5/2016	JOHNSON COUNTY SHERIFF'S PRISONER BOARDING	01-06-7120	\$ 3,395.00	78405	7/21/2016
		JOHNSON COUNTY SHERIFF'S		----- \$ 3,395.00		
140126	6/21/2016	KA-COMM, INC. EQUIPMENT MAINTENANCE	01-05-7670	\$ 675.00	78406	7/21/2016
		KA-COMM, INC.		----- \$ 675.00		
161606	6/16/2016	KANSAS CITY STAR SUBSCRIPTION	01-09-7630	\$ 232.96	78407	7/21/2016
		KANSAS CITY STAR		----- \$ 232.96		
6060462	6/30/2016	KANSAS ONE-CALL CONTRACTUAL SERVICES	20-14-7740	\$ 13.50	78408	7/21/2016
6060462	6/30/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 13.50	78408	7/21/2016
6060462	6/30/2016	PROFESSIONAL SERVICES	01-02-7740	\$ 13.50	78408	7/21/2016
		KANSAS ONE-CALL		----- \$ 40.50		
PR20160701	7/1/2016	KANSAS PAYMENT CNTR CHILD SUPPORT 1	01-00-2040	\$ 158.31	78351	7/8/2016
		KANSAS PAYMENT CNTR		----- \$ 158.31		
MS-001798	6/21/2016	KCP&L (STREET LIGHTS) ELECTRICITY	01-02-7626	\$ 545.49	78409	7/21/2016
		KCP&L (STREET LIGHTS)		----- \$ 545.49		
162505	5/25/2016	KDHE TRAINING & SEMINARS	01-02-7640	\$ 20.00	78410	7/21/2016
		KDHE		----- \$ 20.00		
20160710	7/10/2016	KERRY'S KENNELS KENNEL CHARGES	01-18-7110	\$ 309.00	78411	7/21/2016
		KERRY'S KENNELS		----- \$ 309.00		
PR20160701	7/1/2016	KP&F KP&F LIFE	01-00-2030	\$ 43.40	1283447	7/08/2016 E
PR20160701	7/1/2016	KP&F	01-00-2030	\$ 6,400.79	1283447	7/08/2016 E
		KP&F		----- \$ 6,444.19		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		KPERS				
PR20160701	7/1/2016	KPERS TIER 1	01-00-2030	\$ 4,069.80	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS TIER 1	20-00-2030	\$ 525.33	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS TIER 1	25-00-2030	\$ 350.35	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS LIFE	01-00-2030	\$ 137.40	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS LIFE	20-00-2030	\$ 27.70	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS LIFE	25-00-2030	\$ 16.70	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS post 7/09	01-00-2030	\$ 2,744.32	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS post 7/09	25-00-2030	\$ 758.19	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS TIER 3	01-00-2030	\$ 801.40	1283444	7/08/2016 E
PR20160701	7/1/2016	KPERS D&D	25-00-2030	\$ (165.89)	1283444	7/08/2016 E

		KPERS		\$ 9,265.30		
		KS DEPT OF REV				
162507	7/8/2016	AQUATIC CTR SALES TAX	01-00-2600	\$ 1,471.58	1283460	7/08/2016 E

		KS DEPT OF REV		\$ 1,471.58		
		KS WITHHOLDING TAX				
PR20160701	7/1/2016	STATE TAX	01-00-2020	\$ 2,717.22	1283443	7/08/2016 E
PR20160701	7/1/2016	STATE TAX	20-00-2020	\$ 147.85	1283443	7/08/2016 E
PR20160701	7/1/2016	STATE TAX	25-00-2020	\$ 154.10	1283443	7/08/2016 E

		KS WITHHOLDING TAX		\$ 3,019.17		
		KWEA				
160205	5/2/2016	TRAINING & SEMINARS	25-15-7640	\$ 25.00	78412	7/21/2016

		KWEA		\$ 25.00		
		LAWRENCE HUMANE SOCIETY				
5542	6/30/2016	KENNEL CHARGES	01-18-7110	\$ 120.00	78413	7/21/2016

		LAWRENCE HUMANE SOCIETY		\$ 120.00		
		LEADS ONLINE				
237021	7/1/2016	SUBSCRIPTION/MEMBERSHIP	01-05-7630	\$ 1,758.00	78414	7/21/2016

		LEADS ONLINE		\$ 1,758.00		
		LINAWEAVER CONSTRUCTION				
162606	6/16/2016	NICHOLS/RACE ST STORMWAT IMPROVMENTS	76-00-7760	\$ 75,570.75	78415	7/21/2016

		LINAWEAVER CONSTRUCTION		\$ 75,570.75		
		LINDER'S WELDING INC				
23248	7/8/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 191.50	78416	7/21/2016

		LINDER'S WELDING INC		\$ 191.50		
		LOGAN CONTRACTORS SUPPLY,				
L21562	7/6/2016	HAND EQUIPMENT AND TOOLS	01-02-6360	\$ 83.89	78417	7/21/2016
L22934	7/11/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 57.95	78417	7/21/2016

		LOGAN CONTRACTORS SUPPLY		\$ 141.84		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
2305	6/24/2016	LOIS ASHBY DEPOSIT REFUND	01-00-2050	\$ 75.00	78418	7/21/2016
		LOIS ASHBY		\$ 75.00		
162505	5/25/2016	LYNNE BOYETTE MILEAGE	01-12-6050	\$ 220.22	78419	7/21/2016
		LYNNE BOYETTE		\$ 220.22		
7160400	7/1/2016	MAJESTIC FRANCHSING JANITORIAL SERVICE	01-05-7610	\$ 240.00	216617	7/8/2016
SC07160399	7/1/2016	CLEANING SERVICE	01-17-7610	\$ 995.00	216617	7/8/2016
		MAJESTIC FRANCHSING		\$ 1,235.00		
2727	7/10/2016	MALISSA TORREZ DEPOSIT REFUND	01-00-2050	\$ 75.00	78420	7/21/2016
		MALISSA TORREZ		\$ 75.00		
160807	7/8/2016	MARTIN & SARAH GHARFOORI WATER UTILITY	20-14-4310	\$ 65.21	78421	7/21/2016
		MARTIN & SARAH GHARFOORI		\$ 65.21		
2630	7/9/2016	MICHELLE MASON DEPOSIT REFUND	01-00-2050	\$ 75.00	78422	7/21/2016
		MICHELLE MASON		\$ 75.00		
6160042	6/15/2016	MICRO CENTER POOL EQUIPMENT	01-12-8110	\$ 159.99	216618	7/8/2016
6180899	7/3/2016	OFFICE SUPPLIES	01-09-6110	\$ 23.28	216618	7/8/2016
		MICRO CENTER		\$ 183.27		
B01TC3	7/1/2016	MIDWEST PUBLIC RISK HEALTH INSURANCE	01-00-2060	\$ 59,181.80	216619	7/8/2016
B01TC3	7/1/2016	HEALTH INSURANCE	20-00-2061	\$ 5,092.73	216619	7/8/2016
B01TC3	7/1/2016	HEALTH INSURANCE	25-00-2060	\$ 1,828.94	216619	7/8/2016
		MIDWEST PUBLIC RISK		\$ 66,103.47		
44680	6/6/2016	MOWER DOCTOR EQUIPMENT MAINTENANCE	01-03-7670	\$ 15.68	216620	7/8/2016
44685	6/14/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 395.69	216620	7/8/2016
		MOWER DOCTOR		\$ 411.37		
315602	5/19/2016	NAPA SPRING HILL, LLC VEHICLE MAINTENANCE	01-02-6150	\$ 1.26	78423	7/21/2016
317055	6/29/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 0.52	78423	7/21/2016
317256	7/6/2016	HAND EQUIPMENT & TOOLS	01-02-6360	\$ 69.99	78423	7/21/2016
		NAPA SPRING HILL, LLC		\$ 71.77		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
IN-179193	6/3/2016	NATIONAL SIGN COMPANY INC SIGNS	10-02-6310	\$ 2,341.30	216621	7/8/2016
		NATIONAL SIGN COMPANY IN		\$ 2,341.30		
N453791	6/16/2016	NEPTUNE TECHNOLOGY GROUP METERS/SUPPLIES	20-14-6320	\$ 4,544.78	216622	7/8/2016
		NEPTUNE TECHNOLOGY GROUP		\$ 4,544.78		
33096	6/21/2016	O'DONNELL AND SONS CONSTR STREET MATERIALS	10-02-6330	\$ 262.59	78424	7/21/2016
33526	6/30/2016	STREET MATERIALS	10-02-6330	\$ 1,488.90	78424	7/21/2016
		O'DONNELL AND SONS CONST		\$ 1,751.49		
		OFFICE MAX				
10700	6/14/2016	OFFICE SUPPLIES-COMM. DE	01-16-6110	\$ 27.92	216623	7/8/2016
10700	6/14/2016	OFFICE SUPPLIES-CITY HAL	01-09-6110	\$ 23.93	216623	7/8/2016
70896	6/20/2016	OFFICE SUPPLIES-PRINTER	01-12-6110	\$ 48.27	216623	7/8/2016
70896	6/20/2016	OFFICE SUPPLIES-CITY HAL	01-09-6110	\$ 39.66	216623	7/8/2016
118653	6/23/2016	OFFICE SUPPLIES	01-13-6110	\$ 9.80	216623	7/8/2016
120950	6/23/2016	OFFICE SUPPLIES	01-13-6110	\$ 43.10	216623	7/8/2016
122891	6/23/2016	OFFICE SUPPLIES	01-03-6110	\$ 76.82	216623	7/8/2016
143477	6/24/2016	OFFICE SUPPLIES-PRINTER	01-09-6110	\$ 231.64	216623	7/8/2016
143477	6/24/2016	OFFICE SUPPLIES-CH PENS	01-09-6110	\$ 3.14	216623	7/8/2016
143477	6/24/2016	OFFICE SUPPLIES-CH PENS	01-09-6110	\$ 1.72	216623	7/8/2016
143477	6/24/2016	FILE CABINET-COURT	01-09-8150	\$ 304.99	216623	7/8/2016
		OFFICE MAX		\$ 810.99		
1660007158	6/30/2016	PACE ANALYTICAL SERVICES, LAB ANALYSIS	25-15-7250	\$ 248.00	78425	7/21/2016
		PACE ANALYTICAL SERVICES		\$ 248.00		
25500829	7/11/2016	PAVING MAINTENANCE SUPPLY STRIPING	01-02-7160	\$ 162.00	78426	7/21/2016
		PAVING MAINTENANCE SUPPL		\$ 162.00		
		PONZER - YOUNGQUIST				
0000003B	5/31/2016	ENGINEERING SERVICES	76-00-7730	\$ 7,050.00	216624	7/8/2016
0000005C	5/31/2016	2017 CARS	01-09-7730	\$ 337.50	216624	7/8/2016
0000005C	5/31/2016	GROUND STORAGE	20-14-7730	\$ 675.00	216624	7/8/2016
0000005C	5/31/2016	PRAIRIE RIDGE	01-16-7730	\$ 710.43	216624	7/8/2016
0000005C	5/31/2016	ROSE PARK	01-16-7730	\$ 135.00	216624	7/8/2016
0000005C	5/31/2016	DAYTON CREEK	01-16-7730	\$ 472.50	216624	7/8/2016
0000007E	5/31/2016	ENGINEERING	85-00-7730	\$ 2,112.50	216624	7/8/2016
0000007E	5/31/2016	ENGINEERING	62-00-7730	\$ 2,112.50	216624	7/8/2016
49	5/31/2016	ENGINEERING SERVICES	76-00-7730	\$ 660.00	216624	7/8/2016
		PONZER - YOUNGQUIST		\$ 14,265.43		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		PRICE CHOPPER				
620162	6/20/2016	POOL CONCESSION	01-12-6120	\$ 83.68	78427	7/21/2016
623163	6/23/2016	POOLHOUSE SUPPLIES	01-12-6110	\$ 16.74	78427	7/21/2016
626162	6/26/2016	POOL CONCESSION	01-12-6120	\$ 8.78	78427	7/21/2016
711161	7/11/2016	POOL CONCESSION	01-12-6120	\$ 13.23	78427	7/21/2016
712161	7/12/2016	POOL CONCESSION	01-12-6120	\$ 1.19	78427	7/21/2016

		PRICE CHOPPER		\$ 123.62		
		QUILL				
6866603	6/23/2016	OFFICE SUPPLIES	01-05-6110	\$ 39.99	78428	7/21/2016

		QUILL		\$ 39.99		
		R & D COMPUTER SYSTEMS				
1950	3/14/2016	COMPUTER EQUIPMENT	20-14-8120	\$ 2,190.00	78429	7/21/2016
1950	3/14/2016	COMPUTER EQUIPMENT	25-15-8120	\$ 2,190.00	78429	7/21/2016

		R & D COMPUTER SYSTEMS		\$ 4,380.00		
		REILLY & SONS, INC				
233749	10/19/2015	INSURANCE	01-09-7130	\$ 63.00	78430	7/21/2016
233752	10/19/2015	INSURANCE	01-09-7130	\$ 69.00	78430	7/21/2016
233753	10/19/2015	INSURANCE	01-09-7130	\$ 154.00	78430	7/21/2016
240792	3/4/2016	INSURANCE	01-09-7130	\$ 152.00	78430	7/21/2016

		REILLY & SONS, INC		\$ 438.00		
		ROMARIE TORRES				
161807	7/18/2016	CABANA RENTAL	01-00-4635	\$ 35.00	78431	7/21/2016

		ROMARIE TORRES		\$ 35.00		
		RURAL WATER DISTRICT #2 M				
61026070-7	7/6/2016	WATER PURCHASES	20-14-7200	\$ 40,812.23	78432	7/21/2016

		RURAL WATER DISTRICT #2		\$ 40,812.23		
		SCHREIBER				
12086	6/27/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 4,983.00	78433	7/21/2016

		SCHREIBER		\$ 4,983.00		
		SHANTELL CORTEZ				
2658	6/25/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78434	7/21/2016

		SHANTELL CORTEZ		\$ 75.00		
		SHI INTERNATIONAL CORP				
B05064779	6/3/2016	POOL EQUIPMENT	01-12-8110	\$ 542.00	216625	7/8/2016
B05067421	6/6/2016	LICENSES	01-09-6130	\$ 1,606.00	216625	7/8/2016
B05067421	6/6/2016	LICENSES	20-14-6130	\$ 1,606.00	216625	7/8/2016
B05067421	6/6/2016	LICENSES	25-15-6130	\$ 1,606.00	216625	7/8/2016

		SHI INTERNATIONAL CORP		\$ 5,360.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
162916	6/29/2016	SPRING HILL ROTARY CLUB DONATIONS	01-07-6040	\$ 150.00	78435	7/21/2016

		SPRING HILL ROTARY CLUB		\$ 150.00		
160807	7/8/2016	SPRINGSTED INCORPORATED PROFESSIONAL SERVICES	01-09-7740	\$ 3,100.00	78436	7/21/2016

		SPRINGSTED INCORPORATED		\$ 3,100.00		
8037979855	2/12/2016	STAPLES OFFICE SUPPLIES	01-09-6110	\$ 71.96	216626	7/8/2016
8038072119	2/19/2016	OFFICE SUPPLIES - CREDIT	01-09-6110	\$ (74.10)	216626	7/8/2016
8039624251	6/10/2016	OFFICE SUPPLIES-PRINTER	01-09-6110	\$ 163.39	216626	7/8/2016

		STAPLES		\$ 161.25		
163107	7/31/2016	STATE OF KANSAS/DEPT OF H KDHE WATER LOAN	20-14-9010	\$ 46,967.77	78437	7/21/2016
163107	7/31/2016	KDHE WATER LOAN 02/01/16-07/31/16	20-14-9110	\$ 17,080.55	78437	7/21/2016
163107	7/31/2016	KDHE WATER LOAN 02/01/16-07/31/16	20-14-9110	\$ 1,742.92	78437	7/21/2016

		STATE OF KANSAS/DEPT OF		\$ 65,791.24		
2603	6/26/2016	STEVEN MCVEY DEPOSIT REFUND	01-00-2050	\$ 75.00	78438	7/21/2016

		STEVEN MCVEY		\$ 75.00		
160807	7/8/2016	STRAUB CONSTRUCTION WATER UTILITY	20-14-4310	\$ 778.78	78439	7/21/2016

		STRAUB CONSTRUCTION		\$ 778.78		
1999513	7/15/2016	THE EYE DOCTORS OPTOMETRI INSURANCE	01-08-7130	\$ 250.00	78440	7/21/2016

		THE EYE DOCTORS OPTOMETR		\$ 250.00		
2687	6/21/2016	TIMBER TRACE RANCH DEPOSIT REFUND	01-00-2050	\$ 75.00	78441	7/21/2016

		TIMBER TRACE RANCH		\$ 75.00		
20160701	7/1/2016	VISA 0001 VEHICLE MAINTENANCE	01-05-6150	\$ 25.77	1283456	7/11/2016 E

		VISA 0001		\$ 25.77		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		VISA 0035				
20160701	7/1/2016	ANIMAL CONTROL	01-18-6330	\$ 43.99	1283458	7/11/2016 E
20160701	7/1/2016	TRAINING	01-05-7640	\$ 375.00	1283458	7/11/2016 E
20160701	7/1/2016	UNIFORMS	01-05-7680	\$ 152.92	1283458	7/11/2016 E
20160701	7/1/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 118.35	1283458	7/11/2016 E
20160701	7/1/2016	UNIFORMS	01-05-7680	\$ 261.00	1283458	7/11/2016 E
20160701	7/1/2016	TRAINING	01-05-7640	\$ 262.50	1283458	7/11/2016 E
20160701	7/1/2016	TRAINING DET. ROGERS	01-05-7640	\$ 325.00	1283458	7/11/2016 E
20160701	7/1/2016	POLICE MISCELLANEOUS	01-05-6090	\$ 695.00	1283458	7/11/2016 E
20160701	7/1/2016	POSTAGE	01-05-6020	\$ 6.38	1283458	7/11/2016 E
20160701	7/1/2016	FUEL	01-05-6140	\$ 21.03	1283458	7/11/2016 E

		VISA 0035		\$ 2,261.17		
		VISA 0043				
20160701	7/1/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283455	7/11/2016 E
20160701	7/1/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 88.75	1283455	7/11/2016 E
20160701	7/1/2016	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283455	7/11/2016 E
20160701	7/1/2016	OFFICE SUPPLES	01-05-6110	\$ 22.90	1283455	7/11/2016 E

		VISA 0043		\$ 153.59		
		VISA 0045				
160107	7/1/2016	SHAC CONCESSIONS	01-12-6120	\$ 487.00	1283448	7/11/2016 E
160107	7/1/2016	NEW TIRES	01-03-7670	\$ 381.14	1283448	7/11/2016 E
160107	7/1/2016	CITY HALL COURTYARD	31-31-8500	\$ 30.04	1283448	7/11/2016 E
160107	7/1/2016	CITY HALL COURTYARD	31-31-8500	\$ 69.96	1283448	7/11/2016 E
160107	7/1/2016	CITY HALL COURTYARD	31-31-8500	\$ 177.60	1283448	7/11/2016 E
160107	7/1/2016	CITY HALL COURTYARD	31-31-8500	\$ 18.80	1283448	7/11/2016 E
160107	7/1/2016	SHAC BUILDING MAINTENANC	01-12-6160	\$ 4.00	1283448	7/11/2016 E
160107	7/1/2016	CPR MASKS	01-12-7680	\$ 214.34	1283448	7/11/2016 E
160107	7/1/2016	GATORADE PACKETS	01-03-6330	\$ 54.91	1283448	7/11/2016 E
160107	7/1/2016	REPLACEMENT NOZZLES - BR	01-12-7670	\$ 80.89	1283448	7/11/2016 E
160107	7/1/2016	#102 REPAIRS	01-03-7670	\$ 413.86	1283448	7/11/2016 E

		VISA 0045		\$ 1,932.54		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		VISA 0050				
160107	7/1/2016	WATER FOR WWTP	20-14-6090	\$ 20.87	1283451	7/11/2016 E
160107	7/1/2016	WATER FOR WWTP	25-15-6090	\$ 20.87	1283451	7/11/2016 E
160107	7/1/2016	LIGHT BULBLS FOR CIVIC C	01-17-6160	\$ 17.94	1283451	7/11/2016 E
160107	7/1/2016	AC UNIT FOR PLANNING	01-17-6160	\$ 119.00	1283451	7/11/2016 E
160107	7/1/2016	WATER FOR WWTP	20-14-6090	\$ 13.93	1283451	7/11/2016 E
160107	7/1/2016	WATER FOR CITY HALL	01-17-6090	\$ 6.99	1283451	7/11/2016 E
160107	7/1/2016	JANITORIAL SUPPLIES	01-17-7610	\$ 19.93	1283451	7/11/2016 E
160107	7/1/2016	THERMOSTAT FOR STRONG LI	25-15-7670	\$ 30.96	1283451	7/11/2016 E
160107	7/1/2016	WATERPROOFING MATERIALS	31-31-8500	\$ 37.27	1283451	7/11/2016 E
160107	7/1/2016	SAND FOR PARK	01-03-6330	\$ 11.52	1283451	7/11/2016 E
160107	7/1/2016	RESTROOM REPAIR PARTS	01-04-6160	\$ 12.42	1283451	7/11/2016 E
160107	7/1/2016	WATER FOR WWTP	20-14-6090	\$ 6.99	1283451	7/11/2016 E
160107	7/1/2016	BUILDING MAINTENANCE	01-17-6160	\$ 2.97	1283451	7/11/2016 E
160107	7/1/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 11.99	1283451	7/11/2016 E
160107	7/1/2016	JANITORIAL SUPPLIES	01-17-7610	\$ 7.97	1283451	7/11/2016 E
160107	7/1/2016	WATER FOR CITY HALL	01-17-6090	\$ 6.99	1283451	7/11/2016 E
160107	7/1/2016	WATER FOR WWTP	20-14-6090	\$ 6.99	1283451	7/11/2016 E
160107	7/1/2016	BATTERY & CHARGER FOR #2	01-02-6150	\$ 264.98	1283451	7/11/2016 E

		VISA 0050		\$ 620.58		
		VISA 0052				
160107	7/1/2016	ARMOR ALL	01-02-6150	\$ 34.00	1283450	7/11/2016 E
160107	7/1/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 15.34	1283450	7/11/2016 E
160107	7/1/2016	REPAIR TO PW ADMIN VEHIC	01-02-6150	\$ 79.16	1283450	7/11/2016 E
160107	7/1/2016	CITY HALL COURTYARD	31-31-8500	\$ 538.71	1283450	7/11/2016 E
160107	7/1/2016	WATER	01-13-6090	\$ 4.98	1283450	7/11/2016 E
160107	7/1/2016	SUPERVISOR LUNCH	01-13-6091	\$ 73.11	1283450	7/11/2016 E

		VISA 0052		\$ 745.30		
		VISA 0068				
160107	7/1/2016	BACT WATER TESTING	20-14-7240	\$ 22.95	1283452	7/11/2016 E
160107	7/1/2016	LINE REPAIRS	20-14-6330	\$ 19.50	1283452	7/11/2016 E
160107	7/1/2016	LINE MTCE	25-15-7270	\$ 19.50	1283452	7/11/2016 E
160107	7/1/2016	TREE STUMP KILLER	25-15-6340	\$ 18.00	1283452	7/11/2016 E
160107	7/1/2016	BACT WATER TESTING	20-14-7240	\$ 22.95	1283452	7/11/2016 E
160107	7/1/2016	404 REPAIR	25-15-7670	\$ 171.75	1283452	7/11/2016 E
160107	7/1/2016	TRAINING - FREEMAN	20-14-7640	\$ 85.00	1283452	7/11/2016 E
160107	7/1/2016	TRAINING - CARR	25-15-7640	\$ 85.00	1283452	7/11/2016 E
160107	7/1/2016	303 4 TIRES	20-14-6150	\$ 973.10	1283452	7/11/2016 E
160107	7/1/2016	CLEANING SUPPLIES	20-14-6090	\$ 21.28	1283452	7/11/2016 E

		VISA 0068		\$ 1,439.03		
		VISA 0076				
160107	7/1/2016	WATER COOLERS	01-02-6360	\$ 38.88	1283449	7/11/2016 E
160107	7/1/2016	PUMP SPRAYERS & DISH SOA	10-02-6330	\$ 15.75	1283449	7/11/2016 E
160107	7/1/2016	REPAIR ON TRUCK 204	01-02-6150	\$ 601.67	1283449	7/11/2016 E
160107	7/1/2016	WATER	01-13-6090	\$ 8.98	1283449	7/11/2016 E

		VISA 0076		\$ 665.28		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		VISA 0084				
20160701	7/1/2016	STORAGE UNIT FOR PD	01-05-7630	\$ 1,800.00	1283457	7/11/2016 E
20160701	7/1/2016	VEHICLE MAINTENANCE	01-05-6150	\$ 149.05	1283457	7/11/2016 E
20160701	7/1/2016	DETECTIVE MEETING	01-05-6091	\$ 27.46	1283457	7/11/2016 E
20160701	7/1/2016	POLICE MISCELLANEOUS	01-05-6090	\$ 102.96	1283457	7/11/2016 E
20160701	7/1/2016	HOSPITALITY	01-05-6091	\$ 3.99	1283457	7/11/2016 E

		VISA 0084		\$ 2,083.46		
		VISA 0200				
160107	7/1/2016	VEHICLE MAINT - '08 ESCA	01-16-6150	\$ 21.20	1283459	7/11/2016 E
160107	7/1/2016	ICC TRAINING MATERIALS	01-16-7640	\$ 122.50	1283459	7/11/2016 E
160107	7/1/2016	ICC TRAINING MATERIALS	01-16-7640	\$ 36.00	1283459	7/11/2016 E
160107	7/1/2016	ICC TRAINING MATERIALS	01-16-7640	\$ 69.00	1283459	7/11/2016 E
160107	7/1/2016	VEHICLE MAINT - '05 ESCA	01-16-6150	\$ 74.19	1283459	7/11/2016 E

		VISA 0200		\$ 322.89		
		WASTE MANAGEMENT				
161507	7/15/2016	TRASH COLLECTIONS	01-00-2080	\$ 39,345.81	1283462	7/20/2016 E

		WASTE MANAGEMENT		\$ 39,345.81		
		WATER DISTRICT #7				
161607	7/16/2016	WATER SERVICE	25-15-7620	\$ 18.66	78442	7/21/2016

		WATER DISTRICT #7		\$ 18.66		

		***** REPORT TOTAL *****		\$ 433,055.25		

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: JULY 28, 2016
DATE: JULY 21, 2016

Consent Agenda Item: Temporary Use Permit TUP-06-16, H.E.R.S. Inc.

Issue: Proposed Temporary Use Permit

Background: The applicant, H.E.R.S. Inc. has submitted a temporary use permit application for the outside display of merchandise on property located at 209 S. Webster. The property is owned by Andrea Rice who has submitted a letter of permission/approval of the use of the property.

The business is the sale and repair of mowers and small equipment. The applicant is requesting permission to display lawn equipment outside during business hours (8:00-4:30, Monday-Friday) with a maximum of 12 mowers displayed a minimum of 25 feet from the edge of the street to prevent any vision obstruction.

Analysis: A temporary use permit is required to be approved by the City Council if the time period exceeds three days. This permit request is for one year as per the restrictions of the owner's approval. Approval of the permit allows for limited display of merchandise on private property that is compatible with the business and seasonably appropriate.

Alternatives: Approval, denial, table.

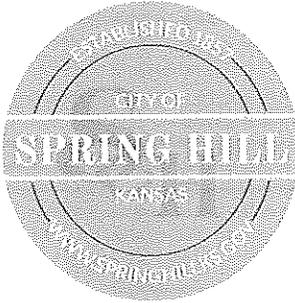
Legal Review: Not applicable.

Funding Review or Budgetary Impact: Not applicable.

Recommendation: Staff recommends approval of TUP-06-16 allowing the outside display of merchandise at 209 S. Webster subject to the following conditions:

1. Outside display is limited to 12 lawn equipment items
2. Outside display is limited to the hours of 8:00-4:30, Monday thru Friday
3. Items must be setback at least 25 feet from the street(s). Use of public right-of-way is prohibited.
4. Temporary Use Permit expires 8/1/17, subject to renewal by the Governing Body
5. Unresolved violations of Temporary Use Permit and related conditions are subject to revocation of TUP by staff.

Attachments: TUP application
Permission letter from property owner



Temporary Use Permit Application

Community Development/Planning Dept.
401 N. Madison St., Spring Hill, KS 66083
(913) 592-3657 • (913) 592-5040 FAX
planning@springhillks.gov • www.springhillks.gov

TEMPORARY USE AREA

ADDRESS 209 S. Webster St., Spring Hill, Ks. 66083
PRESENT USE OF PROPERTY Vacant Lot
PRESENT ZONING C-2 (general business district)
LEGAL DESCRIPTION Spring Hill, LTS 1 & 2 BLK 4 SPC-0031

REASON FOR REQUESTING A TEMPORARY USE PERMIT

To display lawn equipment during business hours
(Business hours: Mon-Fri 8:00am to 4:30 pm)

TIME REQUIRED FOR TEMPORARY USE Monday thru Friday, 8:00am to 4:30pm

APPLICANT

NAME Cathy Mitchell / H.E.R.S. Inc.
ADDRESS 107 W. S. Johnson St.
CITY Spring Hill STATE Ks. ZIP 66083
PHONE 913.247.3530 FAX 913.247.3531
EMAIL Cathy@hersinc.net

OWNER (if different from Applicant)

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____
EMAIL _____

APPLICANT/OWNER SIGNATURE _____ DATE _____

OFFICE USE ONLY	
FILE CODE <u>TUP-03-16</u>	TUP EXPIRATION DATE <u>9/1/17</u>
Is TUP subject to special conditions? <input checked="" type="radio"/> Yes or No	
PLANNING & DEVELOPMENT COORDINATOR <u>[Signature]</u>	DATE <u>7/21/16</u>
CITY ADMINISTRATOR _____	DATE _____
CITY COUNCIL APPROVAL REQUIRED <input checked="" type="radio"/> Yes or No	
CITY COUNCIL MEETING DATE <u>7/28/16</u>	CITY COUNCIL APPROVAL DATE _____

Please see the back of this application for more details regarding Temporary Use Permits, Section 17.356.

June 22, 2016

To Whom It May Concern:

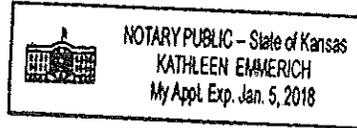
This is a declaration that H.E.R.S. has the permission of Andrea Rice, owner of property at 209 Webster Spring Hill, Ks 66083 to park equipment and/or vehicles on the property.
This access is granted for the term of 1 year, unless otherwise stated with a written notice.

Regards,

Andrea Rice

Andrea Rice

Kathleen Emerich 6.22.16



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT
MEETING DATE: JULY 28, 2016
DATE: JULY 21, 2016

Consent / Formal Action / Discussion Item: Consent

Issue: Approval of Change Order No. 1 for the Subgrade Repairs to Victory Road

Background: As part of the city's annual pavement overlay program, Victory Road from Webster Street south to the existing city limits was to be reconstructed utilizing two contracts. The first contract was for the stabilization of the existing subgrade. The second contract was for a double chip and seal on top of the final subgrade. Bids were taken and the low bidder for the subgrade stabilization was submitted by Primetime Contracting in the amount of \$165,267.50. The low bid for the double chip and seal was submitted by Vance Brothers in the amount of \$57,842.70. The total for both bids was \$223,110.20. The city's budget for this work was \$195,000.00. The bids were \$28,110.20 over the city's budget.

Analysis: Initially the city wanted to wait until next year and combine the 2015 budget with the 2016 budget in order to finance this work. It was later decided to request the contractor for the Street and Sidewalk Improvements, Kansas Heavy Construction, LLC, provide us with their cost to perform this work. Their cost to perform the subgrade stabilization was \$152,137.50, and if accepted, would be added to their current contract as a change order. They do not have the ability to provide the double chip and seal so staff spoke with Vance Brothers and they could do the work but the cost would be an additional \$3,000.00 or \$60,842.70. At this point the total cost of the work would be \$212,980.20 which is still over the city's budget by \$17,980.20. The city then spoke to Miami County and they offered to do the double chip and seal work for the cost of materials only. This would amount to \$2.00 per square yard or \$31,110.00. Using this figure along with the bid from Kansas Heavy Construction, LLC, the total cost for this work has been reduced to \$183,247.50 or \$11,752.50 below the city's budget.

Alternatives: The City can choose to accept the bid from Kansas Heavy Construction, LLC for the subgrade stabilization work and Miami County's proposal to perform the chip and seal work at the cost of materials only or they could choose to reject all bids. If the City chooses to reject the bids, we will have to rebid the project next year which could result in even higher bids.

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

AGENDA ITEM REVIEW SHEET

Recommendation: We recommend the City accept the bid from Kansas Heavy Construction, LLC in the amount of \$152,137.50 and add this amount to their existing contract for the Street and Sidewalk Improvements as Change Order No. 1. We also recommend the city enter into an agreement with Miami County to perform the chip and seal work with the city paying for only the cost of materials.

Attachments: Bid from Kansas Heavy Construction, LLC and Change Order No. 1.

CONTRACT CHANGE ORDER

OWNER: CITY OF SPRING HILL, KANSAS **DATE:** 07/18/16
JOB NO.: 246-215099.2

PROJECT: STREET AND SIDEWALK IMPROVEMENTS **CHANGE ORDER NO.:** 1

CONTRACTOR: Kansas Heavy Construction, LLC **COMPLETION DATES:**
 P.O. Box 860603 **Substantial:** 11/15/16
 Shawnee, KS 66286 **Final:** 12/15/16

You are hereby directed to make the following changes to the subject Contract Documents:

Item (a)	Description (b)	Increase in Contract Price (c)	Decrease in Contract Price (d)
	Section 4 - Victory Road Subgrade Repair and Ditch Grading	\$	\$
4-1	ADD 15,555 SY of Subgrade Tilling @ \$2.50 per SY	38,887.50	
4-2	ADD 5,000 LF of Ditch Regrading @ \$6.25 per LF	31,250.00	
4-3	ADD 2,650 Tons of AB-3 Gravel @ \$30.00 per Ton	79,500.00	
4-4	ADD Traffic Control @ \$2,500.00 per Lump Sum	2,500.00	
TOTALS		\$ 152,137.50	\$ 0.00

1.	Original Contract Amount		\$ 845,519.50
2.	This Change Order (c-d) ADD/DEDUCT	\$ 152,137.50	
3.	Previous Change Order ADD/DEDUCT	\$ 0.00	
4.	Total (line 2+3) ADD/DEDUCT		\$ 152,137.50
5.	Revised Contract Amount (line 1+4)		\$ 997,657.00

The time provided in the Agreement is unchanged by 0 calendar days.

Recommended by (Engineer): John W. Bannett Date: 7/21/16
 Accepted by (Contractor): Bill H. ... for Kansas Heavy Const. Date: 7-21-16
 Approved by (Owner): _____ Date: _____

Distribution: Owner Contractor Engineer Resident Project Representative Other

D. BIDDER will complete the Work for the following prices. Quantities are not guaranteed. Final Payment will be based on actual quantities.

2016 GENERAL ROAD RECONSTRUCTION PROJECT
- UNIT PRICE SCHEDULE

No.	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1.	Tilling	15,555	SY	@ \$ 2.50 per SY	= \$ 38,887.50
2.	Ditching	5,000	LF	@ \$ 6.25 per LF	= \$ 31,250.00
3.	AB-3 Gravel	2,650	Tons	@ \$ 30.00 Per Ton	= \$ 79,500.00
3.	Traffic Control		LS	@ \$ 2500.00	= \$ 7,500.00
TOTAL BID AMOUNT =					\$ 152,137.50

*Note to Bidder: 4" of AB-3 compacted gravel.

E. The bidder agrees that the work will be substantially completed within 60 days from the date when the Contract Time commences to run and completed and ready for final payment within 60 days from the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

F. The following documents are attached to and made a condition of this Bid:

1. Required Bid Security in the form described in the Instructions to Bidders.

G. Communications concerning this Bid shall be addressed to (Bidder shall strike a or b, and complete b if appropriate):

a. The address of BIDDER indicated below.

b. To the following address: P.O. Box 860603
S.M., KS. 66286

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JULY 28, 2016

DATE: JULY 21, 2016

Formal Action: Tabled from 7/14/16 Ordinance 2016-08 vacating a portion of Nichols Street adjacent to 102 E. Nichols St.

Issue: Consider a request from Gionelli Pourleamar, owner of 102 E. Nichols St., to vacate city right-of-way adjacent to the east property line of this property.

Background: The property located at 102 E. Nichols is under contract for sale and the current owner and purchaser desire the right-of-way be vacated to enlarge the property for parking.

This item was tabled at the July 14, 2016 meeting of the Governing Body to allow the applicant and adjoining property owners an opportunity to discuss the request and develop a plan to meet the needs of access for all parties.

The applicant and representatives of the First United Methodist Church have discussed the issue of access from Webster and Nichols Streets and have arrived at a mutual agreement. Once the right-of-way is vacated the parties will trade portions each property to allow the church permanent access from Webster Street. In return, the church will deed a portion of the vacated right-of-way to the applicant. Drive entrances from Webster and Nichols will be altered to provide adequate width for two-way entrance/exit from the properties.

Analysis: Vacation of the right-of-way will have no negative impact on the City of Spring Hill as a utility easement is maintained in the language of the vacation ordinance. The concerns of the Methodist Church voiced on July 14, 2016 will be resolved once the right-of-way is vacated and the two parties formally deed portions of the properties to each other. This trading of property will provide permanent access for the church from both Nichols and Webster Streets, and provide additional area parking for the business.

Alternatives: Approval, denial, refer back to staff.

Legal Review: City Attorney Frank Jenkins provided the ordinance for consideration.

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 adoption of Ordinance 2016-08.

AGENDA ITEM REVIEW SHEET

Attachments: Draft Ordinance
Area map
Letter requesting vacation of Nichols St.
Property survey

ORDINANCE NO. 2016-08

**AN ORDINANCE VACATING A PORTION OF NICHOLS STREET,
SPRING HILL, KANSAS.**

WHEREAS, the Governing Body has received a petition from abutting landowner(s) requesting the vacation of a portion of Nichols Street, City of Spring Hill, Kansas;

WHEREAS, the City finds and determines that the described portion of Nichols Street is street right-of-way that was acquired by prescription; and

WHEREAS, the Governing Body finds and determines that no private rights will be injured or endangered by such vacation and that the public will suffer no loss or inconvenience by such vacation.

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

SECTION ONE: The street, described in Exhibit “A” attached hereto and incorporated herein by reference, is hereby vacated pursuant to Charter Ordinance No. 31, excepting that the City retains and reserves a public utility easement over said real property.

SECTION TWO: The City of Spring Hill, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, re-enter or permit a public utility to re-enter that portion of said tract of land reserved as a public utility easement to locate, construct, maintain and use conduits, water, gas, electricity, sewer pipes, poles, wires, facilities, ducts and cables upon, over and under said area together with the necessary appurtenances thereto, together with the right of ingress and egress.

SECTION THREE: Pursuant to Charter Ordinance No. 31, the vacated real property shall revert to the owners of real estate thereto adjacent on each side of said street or alley, in proportion to the frontage of such real estate, except in the case where such street or alley shall have been taken or appropriated to public use in a different proportion, in which case it shall revert to adjacent lots of real estate in proportion as it was taken from said owners.

SECTION FOUR: Immediately after publication of this ordinance, the clerk of the city shall file a copy thereof which has been certified by her as a true and correct copy in the office of the county clerk and in the office of the register of deeds and the county clerk shall enter the same in the transfer records of her or her office and the register of deeds shall record the same in the deed records of the county and no fees shall be charged by the County Clerk or Register of Deeds for such entering or recording.

SECTION FIVE: Effective Date. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this 28th day of July, 2016.

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

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

Exhibit "A"

LEGAL DESCRIPTION:

All that part of the Southeast ¼ of Section 14, Township 15 South, Range 23 East, Johnson County, Kansas described as follows: Beginning at the Southwest corner of Lot 16, Dwyer's First Addition to the City of Spring Hill, Johnson County, Kansas; thence S87°52'19"W, along the Northerly right of way of Nichols Street, a distance of 46.42 feet, to the Southeast corner of Lot 83 City of Spring Hill, Also being on the West line of said Southeast Quarter; thence N2°24'21"W, along the East line of said Lot 83, Also along the West line of said Southeast Quarter, a distance of 165.01 feet, to a point 524.21 feet South of the Northwest corner of the Southeast Quarter of said Section 14; thence N87°52'19"E, a distance of 45.20 feet, to the Northwest corner of Lot 16 Dwyer's First Addition; thence S2°49'42"E, a distance of 165.01 feet, to the Point of Beginning, Containing 0.17 Acres, more or less.

Lifespring Church

Approximate
area of right-of-way
vacation request.
See attached
survey and legal
description

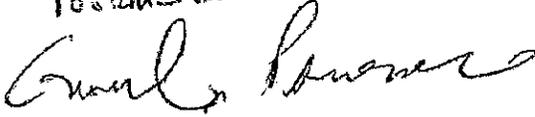
Methodist Church

GOO

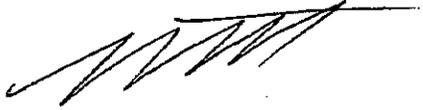
I, Gionelli M. Pourleamar, own the property at 102 E. Nichols Street, Spring Hill, Ks. I have reached an agreement with Matthew J. Kelly to sell him the property. We are asking the City of Spring Hill to vacate ownership of the Right of way between this property and the Spring Hill United Methodist Church located at 112 E. Nichols Street.

Thank you,

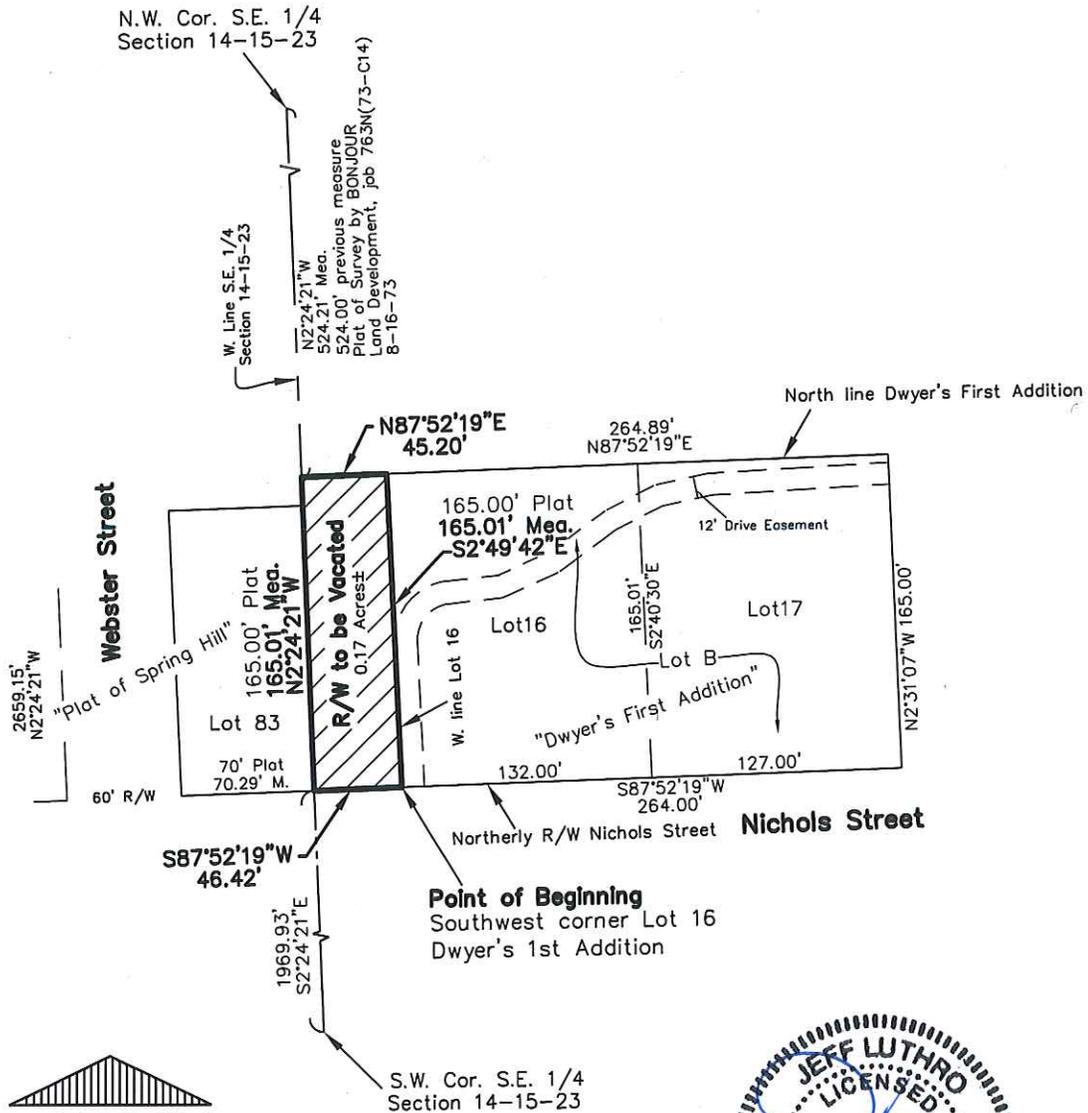
Gionelli M. Pourleamar

Pourleamar


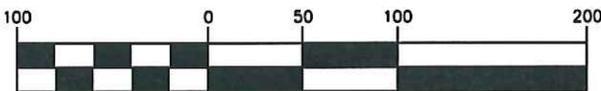
Mathew J. Kelly



EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

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

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

PREPARED FOR CROWN REALTY
PREPARED JUNE 14th, 2016

C/31583-dwyer'sdeedroadvac'd



Note:
NO TITLE INFORMATION PROVIDED
NO EASEMENTS SHOWN IF ANY

DESCRIPTION:

All that part of the Southeast $\frac{1}{4}$ of Section 14, Township 15 South, Range 23 East, Johnson County, Kansas, described as follows; Beginning at the Southwest corner of Lot 16, Dwyer's First Addition to the City of Spring Hill, Johnson County, Kansas; thence S87°52'19"W, along the Northerly right of way of Nichols Street, a distance of 46.42 feet, to the Southeast corner of Lot 83 City of Spring Hill, Also being on the West line of said Southeast Quarter; thence N2°24'21"W, along the East line of said Lot 83, Also along the West line of said Southeast Quarter, a distance of 165.01 feet, to a point 524.21 feet South of the Northwest corner of the Southeast Quarter of said Section 14; thence N87°52'19"E, a distance of 45.20 feet, to the Northwest corner of Lot 16 Dwyer's First Addition; thence S2°49'42"E, a distance of 165.01 feet, to the Point of Beginning, Containing 0.17 Acres, more or less.



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS
122 N. WATER STREET 14 W. PEORIA
OLATHE, KANSAS 66061 PAOLA, KANSAS 66071
PHONE: (913) 764-1076 PHONE: (913) 557-1076
FAX: (913) 764-8635 FAX: (913) 557-6904

PREPARED FOR CROWN REALTY
PREPARED JUNE 14th, 2016

C/31583-dwyer'sdeedroadvac'd

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: JULY 28, 2016
DATE: JULY 19, 2015

Formal Action Item: Conditional Use Permit, CU-2016-0001, adoption of Ordinance 2016-09, authorizing a CUP for a Child Care Center use located at 21901 Victory Road.

Issue: Application received from The Wholesome Child, LLC to operate a child care center use including an outdoor play area.

Background: The Wholesome Child LLC, Karla Traul, has submitted a request for a CUP authorizing property located at 21901 Victory Road to be utilized as a child care center facility. The property is zoned C-2 with P-O which requires a CUP to operate a child care center. The attached staff report further details the use of the property and analysis by staff.

Analysis: As per the attached minutes from the July 7th Planning Commission meeting, the required public hearing was held with no opposition voiced. Discussion with the PC was held to clarify the hours of operation and the outdoor play area.

After discussion the PC voted unanimously to recommend approval of the application subject to the following:

1. Annual review by staff

Alternatives: Approval, denial or remand to PC

Legal Review: City Attorney Frank Jenkins has reviewed the draft ordinance.

Funding Review or Budgetary Impact: Not applicable

Recommendation: Recommendation from staff and the Planning Commission to approve Ordinance 2016-09, approving conditional use permit CU-2016-0001 including the following condition.

1. Annual review by staff

Attachments: Staff report
Draft ordinance
July 7, 2016 PC minutes

**SPRING HILL PLANNING COMMISSION
CONDITIONAL USE STAFF REPORT**

Case #: CU-2016-0001 **Meeting Date:** July 7, 2016

Description: Proposed Conditional Use Permit for a Child Care Center

Location: 21901 Victory Road

Applicant: The Wholesome Child, LLC., Karla Traul

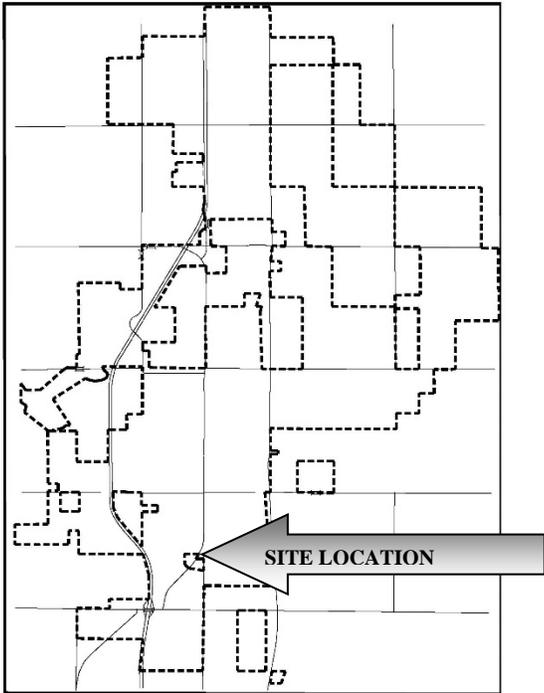
Engineer: N/A

Current Zoning: C-2 with P-O

Site Area: 11,730 Sq. Ft. **Number of Lots:** 1

	Current Zoning	Existing Land Use	Future Land Use Map
Site:	C-2 with P-O	Commercial	Mixed Use Comm.
North:	R-1	Commercial	Mixed Use Comm
South:	R-1	Residential	Mixed Use Comm.
East:	R-1	Residential	Residential
West:	C-2	Commercial	Mixed Use Comm.

Related Applications:

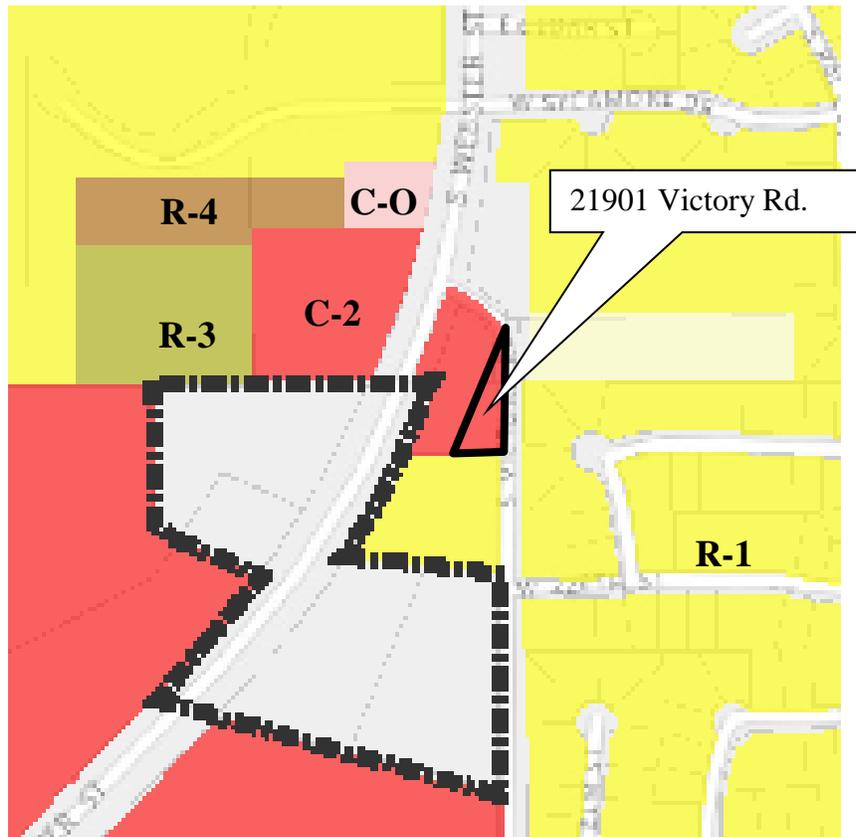


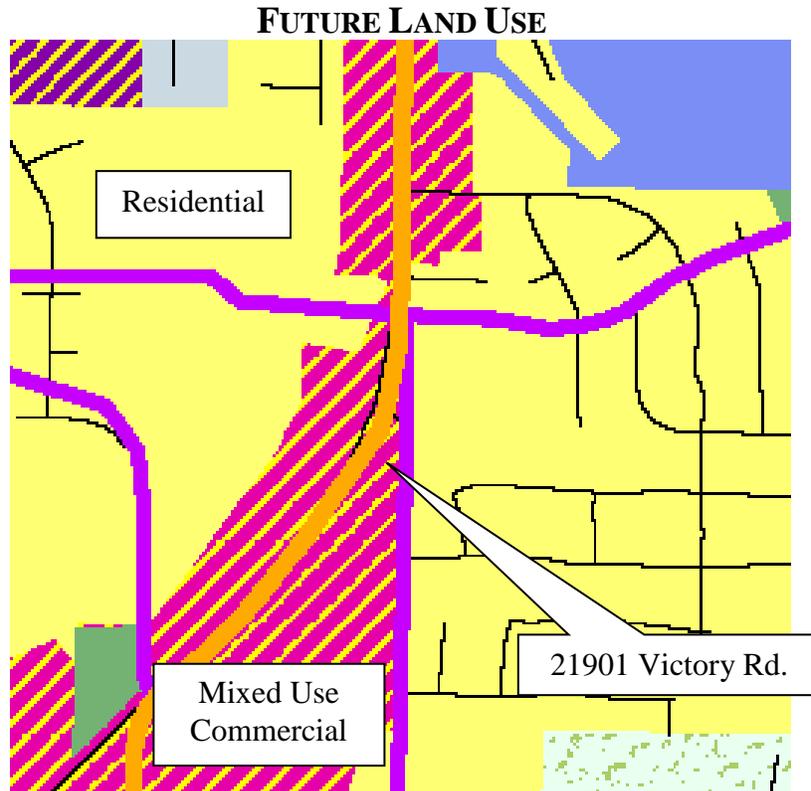
AREA PHOTO



P

AREA ZONING





BACKGROUND:

The applicant, The Wholesome Child, LLC, has submitted a request for a CUP (Conditional Use Permit), CU-2016-0001, for a child care center. The center is licensed for the care of 30 children. At this time, they are anticipating approximately 20 children will be registered to attend the center at time of opening. The center will be operating Monday through Friday between the hours of 7:00 a.m. to 6:00 p.m. The outdoor play area space will be located in the back of the building as indicated on the area photo section of this report.

The zoning of the site is C-2 (General Business) with a P-O (Protective Overlay). The Spring Hill Zoning Ordinance allows for a day care in the “C-2 with P-O” district by means of a Conditional Use Permit. Currently, the building has a beauty salon in one portion. The child care center would utilize the remainder of the building for its operations. The surrounding properties owners were notified by mail of this Public Hearing. The affidavit of publication is attached.

GOLDEN FACTORS:

The review of the proposed conditional use permit is consistent with Golden v. City of Overland Park, 224 Kan. 591, 584 P. 2d 130 (1978).

- 1. Neighborhood Character.** The surrounding neighborhood is comprised of commercial uses to the north and west of the site, with mixed use commercial indicated on the future land use map. On the south and east sides of the site is residential uses. The future land use map indicates mixed use commercial for the south and residential use on the east. Proposed uses and designs of the site will be compatible within the area or neighborhood.

2. **Adjacent Zoning.** Adjacent parcels are zoned for residential and commercial uses. The proposed use under a conditional use permit will be compatible with existing zonings and uses.
3. **Suitability for Current Zoning.** The site has “C-2 with P-O” zoning which allows child care use by way of a conditional use permit. The parcel will comply with all site planning factors appropriate to its proposed use. Outdoor play shall be limited use between the hours of 7:30 a.m. to 6:30 p.m.
4. **Detrimental Effect of Zoning Change.** The proposed conditional use permit will not have a detrimental effect on the nearby properties, which are residential and commercial uses. There is no indication that nearby properties will be adversely affected by the proposed use, nor does staff believe that the proposed use will create land use conflicts with existing or planned future uses.
5. **Length of Time at Current Zoning.** The site has been zoned “C-2” for many years. The property was rezoned in 2015 to add ”P-O” use. The property’s zoning is currently “C-2” with “P-O”.
6. **Public Gain Balanced by Landowner Hardship.** Public gain includes regulating the property with a Conditional Use Permit issuance and a review within a time frame set by the Governing Body. A change in tenants does not require action on a CUP, provided the use is operated in the same manner as the previous tenant and within the conditions established in the approved CUP.
7. **Adequacy of facilities:** All utilities are adequately available to the property and the property is sufficiently suited for the proposed use. The State Fire Marshall’s office, as well as the local fire department, will conduct inspections and a review of the property to insure the center conforms to all regulations for the proper operations for a child care center.
8. **Conformance with Comprehensive Plan.** The Comprehensive Plan and Future Land Use Map identifies this area as Mixed Use Commercial. This classification promotes a mixture of neighborhood-oriented uses, retail-commercial, institutional, civic, and medium to high density residential uses through compatible site planning, site design and in this case CUP. The use of the property as a commercial business / child care center with the implementation of a CUP is in compliance with the Comprehensive Plan.

RECOMMENDATION:

Staff recommends approval of Conditional Use Permit # CU-2016-0001, located at 21901 S. Victory Road, for use as a child care center with a review of the CUP every year. The adopted “Conditional Use Permit Review / Renewal Guide, February 2014” was used as a matrix for a review timeframe. The category of “Day Care”, within the guide, shows a review period of once every year.

ORDINANCE NO. 2016-09

**AN ORDINANCE AUTHORIZING CONDITIONAL USE PERMIT CU-2016-0001
(CHILD CARE CENTER, OUTDOOR PLAY AREA).**

WHEREAS, the Spring Hill Planning Commission did hold a public hearing on July 07, 2016, in accordance with the requirements as set forth in Section 17.354 of the Spring Hill Zoning Ordinance to consider a Conditional Use Permit to permit a child care center with outdoor play area use, on the real property described in Section One below; and

WHEREAS, fourteen (14) days have passed since the hearing before the Planning Commission and no sufficient protest has been filed with the office of the City Clerk; and

WHEREAS, after reviewing all written and oral testimony presented at said hearing, the Planning Commission did recommend that the City Council approve Conditional Use Permit No. CU-2016-0001; and

WHEREAS, the City Council has reviewed the Conditional Use Permit along with the recommendations of the Planning Commission and professional planning staff.

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

SECTION ONE: Conditional Use Permit No. CU-2016-0001 is hereby approved for a child care center with outdoor play area use located on the following tract of land located within Johnson County, Kansas:

LEGAL DESCRIPTION:

Beginning at the Northeast corner of the SW/4 of Section 23, Township 15 South, Range 23 East of the Sixth Principal Meridian, Miami County, Kansas; thence S 00 degrees 03'14" W, along the East line of said SW/4 a distance of 170.00 feet; thence S 89 degrees 12'15" W (West deed) a distance of 138.18 feet; thence N 24 degrees 48'03" E a distance of 184.93 feet to a point on the North line of said SW/4;

thence N 89 degrees 48'41" E (East deed) a distance of 60.76 feet to the Point of Beginning. Subject to that part in road right-of-way for Victory Road also known as:

21901 Victory Road, Spring Hill, Miami County, Kansas

Subject to the following:

1. Annual operations and site review by city staff.

SECTION TWO: The real property described in Section One shall be deemed to be authorized for a Child Care Center with outdoor play area use.

SECTION THREE: The zoning administrator is hereby authorized to amend the Official Zoning District Map of the City of Spring Hill, Kansas, in accordance with the above and foregoing changes in land use.

SECTION FOUR: This Ordinance shall take effect upon publication in the official city newspaper. All zoning regulations of Spring Hill, Kansas, affecting the use of the real property heretofore described, which are inconsistent with this ordinance are hereby made inapplicable to said property until the Conditional Use Permit is vacated or is declared null and void.

PASSED BY THE CITY COUNCIL this 28th day of July 2016.

APPROVED BY THE MAYOR this 28th day of July 2016.

ATTEST:

Steven M. Ellis, Mayor

Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

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

City of Spring Hill, Kansas
Minutes of Planning Commission Regular Session
July 7, 2016

A Regular Session of the Planning Commission was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on July 7, 2016. The meeting convened at 7:00 p.m. with Chairman Stephen Sly presiding, and Christie Campbell, Planning Secretary recording.

Commissioners in attendance: Troy Mitchell
 Josh Nowlin
 Janell Pollom
 Tyler Vaughan (teleconference)

Commissioners absent: Paul Ray
 Cindy Squire
 Vacancy
 Vacancy

Staff in attendance: Jim Hendershot, Community Development Director
 Patrick Burton, Project Coordinator, Community Development Dept.
 Christie Campbell, Planning Secretary

Public in attendance: Ms. Karla Traul, Representative for The Wholesome Child
 Ms. Barb Bernitter, Resident
 Mr. and Mrs. Tom Ewing, Residents

ROLL CALL

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

APPROVAL OF THE AGENDA

Motion by Mr. Nowlin, seconded by Mr. Mitchell, to approve the agenda as presented.
Roll Call Vote: Nowlin-Aye, Mitchell-Aye, Sly-Aye, Pollom-Aye, Vaughan-Aye
Motion carried 5-0-0

FORMAL ACTION

1. Approval of Minutes from the June 2, 2016 PC Meeting

Motion by Mr. Nowlin, seconded by Mr. Mitchell, to approve the minutes as presented.
Roll Call Vote: Nowlin-Aye, Mitchell-Aye, Sly-Aye, Pollom-Aye, Vaughan-Aye
Motion carried 5-0-0

2. Public Hearing – Conditional Use Permit (CU-2016-0001), The Wholesome Child, LLC

Beginning of Staff Report

End of Staff Report

With no conflicts of interest between the members of the Planning Commission and the applicant, Chairman Sly formally opened the public hearing at 7:01 p.m.

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

With no questions or comments from the public, Chairman Sly formally closed the public hearing at 7:07 p.m.

Commissioner Nowlin asked if the playground area would be fenced. The applicant, Karla Traul, confirmed that the play area is fenced.

Commissioner Nowlin asked the applicant, Karla Traul, how long she had been in business. Ms. Traul stated that the child care center is a new business, but she has been doing in-home child care for three years.

Chairman Sly inquired if the existing fence on the property would be fixed, as it seems to be leaning and not secure. Ms. Traul confirmed that the fence would be fixed.

Commissioner Mitchell asked if there would be any playground equipment on the property. Ms. Traul indicated that there would be small outdoor play equipment, but the property is not large enough to accommodate large equipment.

Commissioner Vaughan asked about the employee to child ratio. Ms. Traul indicated that she would be following the State of Kansas requirements, but planned to have more staff than required.

Motion by Mr. Mitchell, seconded by Ms. Pollom, to approve CU-2016-0001, located at 21901 S. Victory Road, for use as a child care center with an annual review.

Roll Call Vote: Nowlin-Aye, Mitchell-Aye, Sly-Aye, Pollom-Aye, Vaughan-Aye

Motion carried 5-0-0

The Conditional Use Permit application (CU-2016-0001) for The Wholesome Child, LLC will be forwarded to the City Council for review on July 28, 2016.

AGENDA ITEM REVIEW SHEET

To: Mayor and City Council
From: Natalie Lazenby, Human Resource Specialist/Risk Manager; Frank Jenkins Jr., City Attorney.
Date: July 11, 2016
Meeting: July 28, 2014
Subject: Consider adoption of Article XI of the Spring Hill Employee Handbook relating to weapons in the workplace and 2016 First Edition of the Spring Hill Employee Handbook.

Formal: Consider motion adopting resolution adding Article XI to the Spring Hill Employee Handbook relating to weapons in the work place.

Background: House Bill 2502, adopted by the 2016 State Legislature, authorized legally qualified civilian employees to carry/possess a concealed handgun while engaged in their duties of employment. Attached is a proposed resolution adding Article XI to the Employee Handbook to comply with House Bill 2502.

Analysis: Employees legally possessing a firearm may carry concealed handguns, during the course of their employment, consistent with the Kansas Personal and Family Protection Act, in areas outside of buildings, including City and personal vehicle, when not otherwise lawfully prohibited, and in public and unsecured areas of any building open to the public which is not posted as prohibiting the carrying of concealed weapons.

The Governing Body is required to approve the policy in compliance with House Bill 2502.

Alternatives:

1. Motion to adopt Resolution No. 2016-R-20 adding Article XI to the Spring Hill Employee Handbook relating to weapons in the work place and adopting the 2016 First Edition of the Spring Hill Employee Handbook.
2. Motion to request that additional information to be provided to the Governing Body.

Legal Review: The proposed resolution and Article XI has been reviewed and approved by the City Attorney.

Funding Review or Budgetary Impact: No impact on funding or budget.

Recommendation: Approval.

Attachments:

Resolution adding Article XI to the Employee Handbook.
Article XI of the Spring Hill Handbook

cc: Jonathan Roberts, City Administrator
Richard Mann, Chief of Police
Melanie Landis, Director of Finance
Jim Hendershot, Director of Community Development
Glenda Gerrity, City Clerk

RESOLUTION NO. 2016-R-20

**RESOLUTION ADDING ARTICLE XI TO THE SPRING HILL
EMPLOYEE HANDBOOK RELATING TO WEAPONS IN THE WORK
PLACE; ADOPTING THE 2016 FIRST EDITION SPRING HILL
EMPLOYEE HANDBOOK; FURTHER RESCINDING RESOLUTION NO.
2013-R-13**

WHEREAS, the State of Kansas, in the 2016 Legislative Session, amended the Personal and Family Protection Act that limited the authority of municipal governments to prohibit the carrying of concealed handguns and permitting persons, not otherwise prohibited by state or federal law, to carry concealed handguns in unsecured public areas of most unsecured areas of municipal buildings and in city vehicles; and

WHEREAS, the Governing Body, finds and determines it is prudent to adopt employee handbook polices related to weapons in the workplace to ensure compliance with the legal requirements of state law.

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

SECTION ONE: WEAPONS IN THE WORK PLACE. The Governing Body of the City of Spring Hill Kansas hereby adopts and adds Article XI to the Spring Hill Employee Handbook, attached hereto and incorporated herein by reference, relating to weapons in the workplace and further determines that the article shall be made a part of the Spring Hill Employee Handbook.

SECTION TWO: INCORPORATING BY REFERENCE THE 2006 FIRST EDITION OF THE SPRING HILL EMPLOYEE HANDBOOK. There is hereby incorporated by reference the 2016 First Edition of the Spring Hill Employee Handbook. One or more copies of said Handbook shall be marked or stamped "Official Copy as Incorporated by Resolution No. _____ of the City of Spring Hill, Kansas" and shall be filed with the City Clerk to be open for inspection and available to the public at all reasonable hours. All employees of the City shall be supplied with a copy of such Employee Handbook which shall be similarly marked.

SECTION TWO: RESCISSION. Resolution No. ^{**2013-R-13**} _____ is hereby rescinded.

SECTION THREE: EFFECTIVE DATE. This resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Spring Hill, Kansas, this _____ day

of _____, 2016.

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

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

Approved by:

Frank H. Jenkins, Jr., City Attorney

ARTICLE XI

WEAPONS IN THE WORK PLACE

IX-1 CARRYING OF WEAPONS

The City prohibits any employee from carrying a weapon while working for the City; excepting that, in accordance with Kansas State Law, legally qualified civilian employees shall be authorized to carry/possess a concealed handgun while engaged in their duties as an employee within the following restrictions:

- A) The handgun will be carried completely concealed, in a proper holster or similar product, with all safety features in place.
- B) Other than certified law enforcement officers, employees may not carry a concealed firearm within the restricted area of the Police Department at any anytime.
- C) Employees are permitted while on City owned property to store a handgun within their own vehicle provided it is stored outside of plain view and the vehicle is locked when the employee is not in the vehicle. The City shall not be responsible for the theft, damages, or other loss of a firearm left in their vehicle.
- D) Employees may not store a firearm in a vehicle owned by the City of Spring Hill when they are not in the vehicle.
- E) If an employee elects to lawfully conceal and carry a handgun, the handgun cannot interfere or delay in the performance of their assigned duties or obstruct required safety equipment.
- F) Employees who enter onto “private property” during the course of their duties are required to comply with any restrictions imposed by the property owner.
- G) Employees will not leave firearms in plain view and/or unattended.
- H) Other than certified law enforcement officers, it is outside the course and scope of employment for any city employee to use, brandish, point or threaten with a handgun or any other weapon, any person in the workplace or while completing their duties.
- I) Employees must abide by any the posted signage and security measures with regard to the prohibition of concealed handguns in certain public buildings, in compliance with Kansas State Law.

RESOLUTION NO. 2016-R-21

A RESOLUTION ACCEPTING THE TEMPORARY CONSTRUCTION EASEMENT FOR THE WEBSTER STREET ACCELERATION LANE.

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

SECTION ONE. The City of Spring Hill, Kansas, hereby accepts the temporary construction easement from AGC Flat Glass North America, Inc. The easement was donated to the City without the payment of compensation.

SECTION TWO. The City Clerk is not required to file the temporary construction easement with the Records and Tax Administration (RTA) of Johnson County, Kansas.

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

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

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

Tract No. 5
Parcel No. EF231511-4001
& EF231511-4008
Address: 11175 Cicero Dr., Apt 400
Alpharetta, GA 30022

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 23 day of June, 2016, by and between **AGC FLAT GLASS NORTH AMERICA, INC.**, a Georgia Corporation, 11175 Cicero Drive, Apt 400, Alpharetta, GA 30022, hereinafter called Grantor, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee desires to obtain a Temporary Construction Easement over, under and through the Grantor's property. For the purposes of re-grading the existing ditch and grading the side slope to match the new elevation of the roadway. The Grantee is constructing an additional lane of northbound traffic along Webster Street. All permanent improvements will be constructed within the existing right of way of Webster Street. Said improvements necessitate additional workspace as proposed by this temporary Construction Easement.

**SECTION ONE
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

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



- (i) ingress and egress for the purposes set forth herein;
- (ii) the installation, construction, reconstruction, maintenance, inspection, repair and removal of access road facilities and any other purpose incidental to such uses including drainage; and the purpose of constructing, using, grading and improving surface drainage, replacing and maintaining additional work space thereto in any part of the easement, on, in, over, under and through the following described land (such land is referred to herein as the premises and as legally described):

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

**SECTION TWO
TERM**

Said temporary construction easement shall expire on the 31st day of December, 2017.

**SECTION THREE
WARRANTY OF TITLE**

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

**SECTION FOUR
PROPERTY RESTORATION**

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change. Grantee agrees that it will be liable for any losses, costs or damages which are caused to Grantor or its employees, agents, directors or invitees or any third party, or any property belonging to any of such parties, resulting from a negligent act or omission related to the work performed by Grantee or its subcontractors on Grantor's property as set forth in this Temporary Construction Easement, provided such losses, costs or damages are not the result of any action or inaction on the part of Grantor or its employees, agents, directors or invitees in which event Grantor shall be liable for such losses, costs or damages. Grantee agrees to have Grantor added as an additional insured under all policies of insurance for general liability, and automobile liability, which Grantee and any contractors, agents or subcontractors hired by or through

EXHIBIT A

AGC FLAT GLASS TEMPORARY CONSTRUCTION EASEMENT

All that part of the Southeast $\frac{1}{4}$ of Section 11, Township 15 South, Range 23 East, City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Southeast $\frac{1}{4}$; thence North $88^{\circ}18'41''$ East, along the South line of said Southeast $\frac{1}{4}$, a distance of 19.10 feet; thence North $01^{\circ}43'32''$ West, a distance of 40.00 feet to the intersection of the existing North right of way line of 207th Street and the existing East right of way line of North Webster Street and the POINT OF BEGINNING; thence continuing North $01^{\circ}43'32''$ West, along said East right of way, a distance of 1140.00 feet; thence North $88^{\circ}16'28''$ East, a distance of 50.00 feet; thence South $01^{\circ}43'32''$ East, 50.00 feet East of and parallel with said East right of way line, a distance of 1140.03 feet to a point on the North right of way line of 207th Street; thence South $88^{\circ}18'41''$ West, along said North right of way line, a distance of 50.00 feet. Containing 57,001 square feet or 1.3086 acres more or less.

RESOLUTION NO. 2016-R-22

A RESOLUTION ACCEPTING THE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT UTILITY EASEMENTS FOR THE WEST LAKE PARK ACCESS ROAD.

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

SECTION ONE. The City of Spring Hill, Kansas, hereby accepts the temporary construction easements and permanent utility easements from the following landowners in consideration of the payment of the designated compensation:

Tract No.	Owner/Type of Acquisition	Compensation
1, 2	Sycamore Ridge Estates (temporary construction easement, and permanent utility easement)	\$ 7,890.00
3, 4	Corey and Sharon Bacon (temporary construction easement, permanent utility easement, and cost to cure damages)	\$ 12,950.00

SECTION TWO. The City Clerk is hereby authorized and directed to file the permanent utility easements with the Records and Tax Administration (RTA) of Johnson County, Kansas, and the Director of Finance is authorized to process the designated compensation to the respective landowners.

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

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

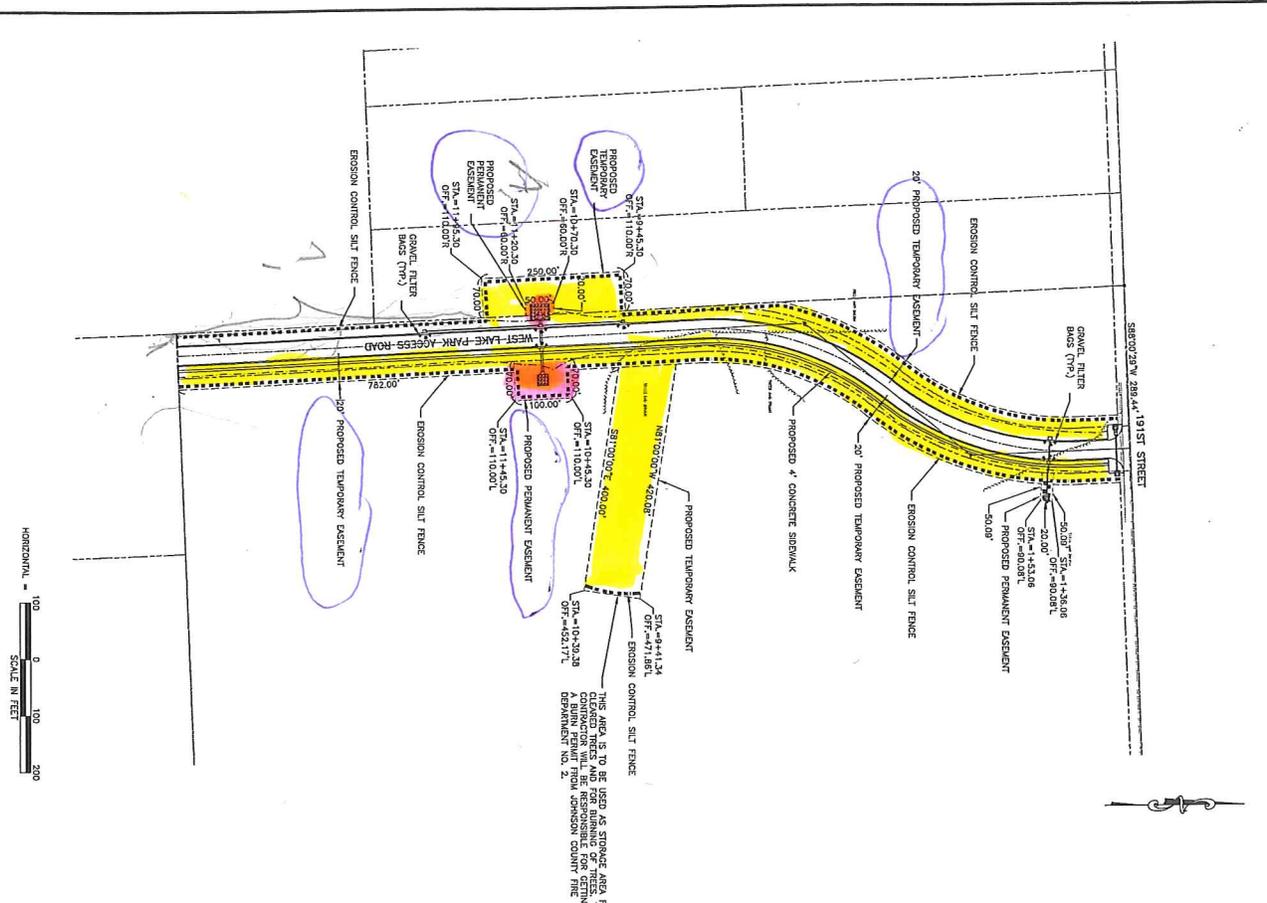
Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

Approved as to Form:

Frank H. Jenkins Jr., City Attorney



- STREET AND SIDEWALK IMPROVEMENT GENERAL NOTES - SECTION 1**
1. THE CITY OF SPRING HILL, KANSAS IS ONLY FOR GENERAL CONFORMANCE WITH CITY ENGINEERS AND SURVEYORS. THE CITY ENGINEER AND SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY AND VALIDITY OF THE DESIGN AND DIMENSIONS AND ELEVATIONS WHICH SHALL BE SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE FIELD SURVEYING AND THE ACCURACY OF THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE CONSTRUCTION.
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 22. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

EXHIBIT

B

Tract No. 1
Parcel No. EF231510-3001
Address: 8325 Monticello Road
Shawnee, Kansas 66227

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 14th day of July, 2016, by and between **SYCAMORE LAKE ESTATES, LLC**, a Kansas Limited Liability Company, 8325 Monticello Road, Apt D, Shawnee, Kansas 66227, hereinafter called Grantor, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called Grantee.

WITNESSETH:

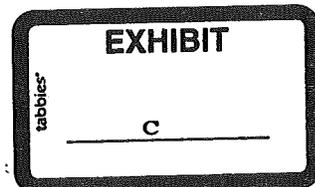
WHEREAS, Grantee desires to obtain a Temporary Construction Easement over, under and through the Grantor's property:

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

**SECTION ONE
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

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

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



- (ii) the installation, construction, reconstruction, maintenance, inspection, repair and removal of access road facilities and any other purpose incidental to such uses; and
- (iii) the purpose of constructing, using, replacing and maintaining an access road, storm sewers and appurtenances thereto in any part of the easement,

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

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

**SECTION TWO
TERM**

Said temporary construction easement shall expire on the 31st day of December, 2017.

**SECTION THREE
WARRANTY OF TITLE**

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

**SECTION FOUR
COMPENSATION FOR CROPS**

The owner will be compensated for any crop damages as a result of the construction activities. The compensation for crop damages will be based upon the market price of the crops at the time of the construction.

**SECTION FIVE
EFFECT OF AGREEMENT**

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

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

EXHIBIT A

SYCAMORE LAKE ESTATES, LLC TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northeast ¼ of Section 10, Township 15 South, Range 23 East, City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northeast ¼; thence North 88°00'29" East, along the North line of said Northeast ¼, a distance of 249.44 feet to Point A; thence continuing North 88°00'29" East, along the North line of said Northeast ¼, a distance of 80.00 feet to the POINT OF BEGINNING; thence South 01°59'31" East, a distance of 94.65 feet; thence along a curve to the right, having a radius of 550.00 feet, a central angle of 40°44'06" and tangent to the last described course, an arc distance of 391.03 feet; thence along a reverse curve to the left, having a radius of 460.00 feet, a central angle of 41°05'44", an arc distance of 329.94 feet; thence South 02°21'09" East, a distance of 926.72 feet to a point on the North line of the South 60 acres of said Northeast ¼, said point being North 87°49'51" East, 80.00 feet from the Northwest corner of the South 60 acres of said Northeast ¼; thence North 87°49'51" East, along the North line of the South 60 acres of said Northeast ¼, a distance of 20.00 feet; thence North 02°21'09" West, a distance of 745.00 feet to Point B; thence continuing North 02°21'09" West, a distance of 181.78 feet; thence along a curve to the right, having a radius of 440.00 feet, a central angle of 41°05'44" and tangent to the last described course, an arc distance of 315.59 feet; thence along a reverse curve to the left, having a radius of 570.00 feet, a central angle of 40°44'06", an arc distance of 405.25 feet; thence North 01°59'31" West, a distance of 94.65 feet to a point on the North line of said Northeast ¼; thence South 88°00'29" West, along the North line of said Northeast ¼, a distance of 20.00 feet to the POINT OF BEGINNING.

AND

Beginning at the above described Point A; thence South 01°59'31" East, a distance of 94.65 feet; thence along a curve to the right, having a radius of 470.00 feet, a central angle of 40°44'06", and tangent to the last described course, an arc distance of 334.15 feet; thence along a reverse curve to the left, having a radius of 540.00 feet, a central angle of 41°05'44", an arc distance of 387.32 feet to a point of the West line of said Northeast ¼; thence North 02°21'09" West, along the West line of said Northeast ¼, a distance of 148.32 feet; thence along a curve to the right, having a radius of 560.00 feet, a central angle of 25°44'11" and an initial tangent bearing of North 13°00'23" East, an arc distance of 251.54 feet; thence along a reverse curve to the left, having a radius of 450.00 feet, a central angle of 40°44'06", an arc distance of 319.93 feet; thence North 01°59'31" West, a distance of 94.65 feet to a point on the North line of said Northeast ¼; thence North 88°00'29" East, along the North line of said Northeast ¼, a distance of 20.00 feet to the POINT OF BEGINNING.

AND

Beginning at the above described Point B; thence South 81° East, along the existing tree line, a distance of 400 feet; thence North 9° East, a distance of 100 feet; thence North 81° West, a distance of 420 feet to a point of the East line of the above described temporary easement; thence South 01°59'31" East, a distance of 102 feet.

The total of all temporary easements being 90,189 square feet or 2.0704 acres more or less.

Tract No. 2
Parcel No. EF231510-3001
Address: 8325 Monticello Road, Apt D
Shawnee, Kansas 66227

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, made and entered into this 14th day of July, 2016, by and between **SYCAMORE LAKE ESTATES, LLC**, a Kansas limited liability company, 8325 Monticell Road, Apt D, Shawnee, Kansas 66227, hereinafter called Grantor, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called Grantee.

WITNESSETH:

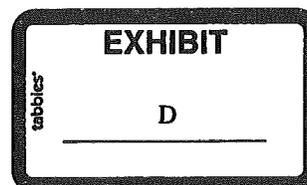
WHEREAS, the Grantee desires to obtain a Permanent Utility Easement in, on, over, under and through the Grantor's property.

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

**SECTION ONE
GRANT OF EASEMENT**

In consideration of One Dollar (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors, assigns, employees, agents, contractors, subcontractors, suppliers and other authorized users a Permanent Easement for:

- (i) ingress and egress for the purposes set forth herein;
- (ii) the installation, construction, reconstruction, maintenance, inspection, repair and removal of access road facilities and any other purpose incidental to such uses; and



- (iii) the purpose of constructing, using, replacing and maintaining an access road, storm sewers and appurtenances thereto in any part of the easement,

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

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

**SECTION TWO
ADDITIONAL RIGHTS OF GRANTEE**

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

**SECTION THREE
RIGHTS OF GRANTOR**

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee or any other authorized user of the rights granted herein. Grantor shall not construct nor permit to be constructed any house, structure, or obstruction on or over the premises or interfering with the construction, maintenance, or operation of any utility line, improvement, facility or appurtenance constructed pursuant to this instrument or with any right granted to Grantee or any use by Grantee authorized by this instrument. Grantor may fence the whole or any part of the boundaries of the area within the Permanent Utility Easement without approval of the Grantee as long as said fence does not interfere with Grantee's access rights to, across or over the said Permanent Easement. Grantor further agrees that he will not change the grade of the area within the said Permanent Easement without approval of the Grantee.

**SECTION FOUR
PROTECTION OF SURFACE**

Any utility lines that Grantee chooses to place underground on the premises shall be constructed at a sufficient depth so that such utility lines will not interfere with the cultivation or drainage of the property.

**SECTION FIVE
RESTORATION OF SURFACE**

After any construction operations have been completed, Grantee shall restore the premises to as near as reasonably possible the condition that existed prior to construction and/or to conform to the design criteria of Grantee or other authorized user.

All of said restoration to be done within a reasonable time after construction completion.

**SECTION SIX
WARRANTY OF TITLE**

Grantor covenants and warrants that it is the owner of the premises and has the right, title and capacity to grant the easement herein conveyed.

**SECTION SEVEN
EFFECT OF AGREEMENT**

The easement granted herein shall run with the land. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

EXHIBIT A

SYCAMORE LAKE ESTATES PERMANENT EASEMENT

A permanent utility easement across the Northeast $\frac{1}{4}$ of Section 10, Township 15 South, Range 23 East, City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence North $88^{\circ}00'29''$ East, along the North line of said Northeast $\frac{1}{4}$, a distance of 329.44 feet; thence South $01^{\circ}59'31''$ East, a distance of 94.65 feet; thence along a curve to the right, having a radius of 550.00 feet, a central angle of $4^{\circ}33'56''$ and tangent to the last described course, an arc distance of 43.83 feet to the POINT OF BEGINNING; thence South $86^{\circ}23'05''$ East, a distance of 50.09 feet; thence South $03^{\circ}36'55''$ West, a distance of 20.00 feet; thence North $86^{\circ}23'05''$ West, a distance of 50.09 feet; thence along a curve to the left, having a radius of 550.00 feet, a central angle of $02^{\circ}05'01''$, and an initial tangent bearing of North $04^{\circ}39'25''$ East, an arc distance of 20.00 feet.

AND

Commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence North $88^{\circ}00'29''$ East, along the North line of said Northeast $\frac{1}{4}$, a distance of 329.44 feet; thence South $01^{\circ}59'31''$ East, a distance of 94.65 feet; thence along a curve to the right, having a radius of 550.00 feet, a central angle of $40^{\circ}44'06''$ and tangent to the last described course, an arc distance of 391.03 feet; thence along a reverse curve to the left, having a radius of 460.00 feet, a central angle of $41^{\circ}05'44''$, an arc distance of 329.94 feet; thence South $02^{\circ}21'09''$ East, a distance of 229.44 feet to the POINT OF BEGINNING; thence North $87^{\circ}38'51''$ East, a distance of 50.00 feet; thence South $02^{\circ}21'09''$ East, a distance of 100.00 feet; thence South $87^{\circ}38'51''$ West, a distance of 50.00; thence North $02^{\circ}21'09''$ West, a distance of 100.00 feet. Containing 5,000.00 square feet or 0.1148 acres more or less.

The total of both easements being 6,001 square feet or 0.1378 acres more or less.

Tract No. 4
Parcel No. 9F231510-1012
Address: 22315 W. 199th Street
Spring Hill, Kansas 66083

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 20 day of July, 2016, by and between **COREY E. BACON AND SHARON A. BACON**, husband and wife, 22315 W. 199th Street, Spring Hill, Kansas 66083, hereinafter called Grantor, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called Grantee..

WITNESSETH:

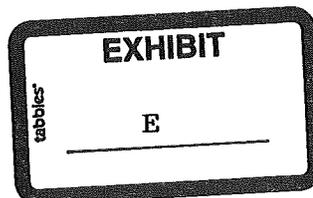
WHEREAS, Grantee desires to obtain a Temporary Construction Easement over, under and through the Grantor's property.

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

**SECTION ONE
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

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

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



- (ii) the installation, construction, reconstruction, maintenance, inspection, repair and removal of access road facilities and any other purpose incidental to such uses; and
- (iii) the purpose of constructing, using, replacing and maintaining an access road, storm sewers and appurtenances thereto in any part of the easement,

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

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

**SECTION TWO
TERM**

Said temporary construction easement shall expire on the 31st day of December, 2017.

**SECTION THREE
WARRANTY OF TITLE**

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

**SECTION FOUR
EFFECT OF AGREEMENT**

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

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

GRANTOR:

Corey E. Bacon
COREY E. BACON

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED that on this 20 day of July, 2016, before me, the undersigned, a notary public in and for the County and State aforesaid, came **COREY E. BACON**, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

John T. Amrein
Notary Public
(SEAL)

NOTARY PUBLIC STATE OF KANSAS JOHN T. AMREIN MY APPOINTMENT EXPIRES DATE: <u>2-29-20</u>
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My Appointment Expires:
Feb 29, 2020

GRANTOR:

Sharon A. Bacon
SHARON A. BACON

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED that on this 20 day of July, 2016, before me, the undersigned, a notary public in and for the County and State aforesaid, came **SHARON A. BACON**, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

My Appointment Expires:
Feb 29, 2020



Notary Public
(SEAL)

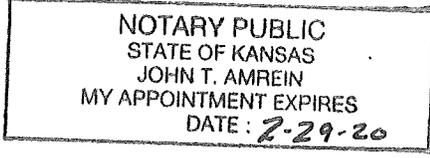


EXHIBIT A

BACON TEMPORARY CONSTRUCTION EASEMENT

All that part of the Northwest $\frac{1}{4}$ of Section 10, Township 15 South, Range 23 East, City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Northwest $\frac{1}{4}$; thence South $02^{\circ}21'09''$ East, along the East line of said Northwest $\frac{1}{4}$, a distance of 886.33 feet to the POINT OF BEGINNING; thence South $87^{\circ}38'51''$ West, a distance of 70.00 feet; thence South $02^{\circ}21'09''$ East, a distance of 250.00 feet; thence North $87^{\circ}38'51''$ East, a distance of 70.00 feet to a point on the East line of said Northwest $\frac{1}{4}$; thence North $02^{\circ}21'09''$ West, along the East line of said Northwest $\frac{1}{4}$, a distance of 250.00 feet. Containing 17,500 square feet or 0.4017 acres more or less.

Tract No. 3
Parcel No. 9F231510-1012
Address: 22315 W. 199th Street
Spring Hill, Kansas 66083

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, made and entered into this 20 day of July, 2016, by and between **COREY E. BACON AND SHARON A. BACON**, husband and wife, 22315 W. 199th Street, Spring Hill, Kansas 66083, hereinafter called Grantor, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called Grantee.

WITNESSETH:

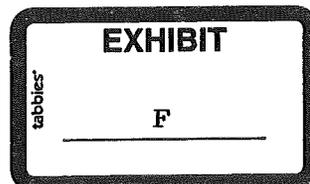
WHEREAS, the Grantee desires to obtain a Permanent Utility Easement in, on, over, under and through the Grantor's property.

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

**SECTION ONE
GRANT OF EASEMENT**

In consideration of One Dollar (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors, assigns, employees, agents, contractors, subcontractors, suppliers and other authorized users a Permanent Utility Easement for:

- (i) ingress and egress for the purposes set forth herein;
- (ii) the installation, construction, reconstruction, maintenance, inspection, repair and removal of access road facilities and any other purpose incidental to such uses; and



- (iii) the purpose of constructing, using, replacing and maintaining an access road, storm sewers and appurtenances thereto in any part of the easement,

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

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

**SECTION TWO
ADDITIONAL RIGHTS OF GRANTEE**

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

**SECTION THREE
RIGHTS OF GRANTOR**

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee or any other authorized user of the rights granted herein. Grantor shall not construct nor permit to be constructed any house, structure, or obstruction on or over the premises or interfering with the construction, maintenance, or operation of any utility line, improvement, facility or appurtenance constructed pursuant to this instrument or with any right granted to Grantee or any use by Grantee authorized by this instrument. Grantor may fence the whole or any part of the boundaries of the area within the Permanent Utility Easement without approval of the Grantee as long as said fence does not interfere with Grantee's access rights to, across or over the said Permanent Utility Easement. Grantor further agrees that he will not change the grade of the area within the said Permanent Utility Easement without approval of the Grantee.

**SECTION FOUR
PROTECTION OF SURFACE**

Any utility lines that Grantee chooses to place underground on the premises shall be constructed at a sufficient depth so that such utility lines will not interfere with the cultivation or drainage of the property.

**SECTION FIVE
RESTORATION OF SURFACE**

After any construction operations have been completed, Grantee shall restore the premises to as near as reasonably possible the condition that existed prior to construction and/or to conform to the design criteria of Grantee or other authorized user.

All of said restoration to be done within a reasonable time after construction completion.

**SECTION SIX
WARRANTY OF TITLE**

Grantor covenants and warrants that he is the owner of the premises and has the right, title and capacity to grant the easement herein conveyed.

**SECTION SEVEN
EFFECT OF AGREEMENT**

The easement granted herein shall run with the land. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

Sharon A. Bacon
SHARON A. BACON

STATE OF Kansas)
) ss:
COUNTY OF Johanna)

BE IT REMEMBERED that on this 20 day of July, 2016, before me, the undersigned, a notary public in and for the County and State aforesaid, came **SHARON A. BACON**, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

John T. Amrein
Notary Public
(SEAL)

My Appointment Expires:
Feb 29, 2020

NOTARY PUBLIC
STATE OF KANSAS
JOHN T. AMREIN
MY APPOINTMENT EXPIRES
DATE: 2-29-20

EXHIBIT A

BACON PERMANENT UTILITY EASEMENT

All that part the Northwest $\frac{1}{4}$ of Section 10, Township 15 South, Range 23 East, City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Northwest $\frac{1}{4}$; thence South $02^{\circ}21'09''$ East, along the East line of said Northwest $\frac{1}{4}$, a distance of 1011.33 feet to the POINT OF BEGINNING; thence South $87^{\circ}38'51''$ West, a distance of 20.00 feet; thence South $02^{\circ}21'09''$ East, a distance of 50.00 feet; thence North $87^{\circ}38'51''$ East, a distance of 20.00 feet to a point on the East line of said Northwest $\frac{1}{4}$; thence North $02^{\circ}21'09''$ West, along the East line of said Northwest $\frac{1}{4}$, a distance of 50.00 feet. Containing 1,000 square feet or 0.0230 acres more or less.