



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**THURSDAY, JUNE 25, 2020**  
**SPRING HILL CIVIC CENTER**  
**401 N. MADISON, COUNCIL CHAMBERS**  
**7:00 P.M.**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATION

- Miami County Strategic Plan Review

**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.

*\*Please note that due to the unusually high volume of Zoom recordings during the COVID-19 pandemic, cloud recordings are requiring extra processing time. Therefore, the processing of the May 23, 2020 meeting minutes has been delayed. Once the recording is received from Zoom, the recording will be sent out for transcription.*

1. Appropriation Order No. 2020-06-25

2. Consider Approval of Special Event Permit: Sunflower to Roses Bike Ride Rest Stop, Cancer Action, City Park
3. Consider Approval of Improvement Agreement: 18685 W. 191<sup>st</sup> Street, Spring Hill Middle School #3
4. Consider Approval of Final Plat (PLAT-000016-2020): 18685 W. 191<sup>st</sup> Street, Spring Hill Middle School #3
5. Consider Acceptance of CDBG 2020-2024 Grant Contract
6. Consider Approval of Site Plan (SP-000013-2020): 19069 S. Madison St., Peach State Roofing

#### **FORMAL ACTION**

7. Consider Ordinance No. 2020-XX: Conditional Use Permit (CUP-000014-2020), 18685 W. 191<sup>st</sup> Street, Spring Hill Middle School, #3
8. Consider Ordinance No. 2020-XX: Spring Hill Zoning and Subdivision Regulations, 2020 First Edition Adding Regulations for Pawnbrokers and Precious Metal Dealers in M-1 District (General Industrial Districts); Further Adding Description of Distillery in C-2 Districts (General Commercial District)
9. Consider Adopting a Resolution Supporting the Miami County Strategic Plan

#### **DISCUSSION**

10. Unlawful Discharge of Firearms and Unlawful Hunting Within the City (including exemptions for Agricultural Zoned Districts), and Hunting and Discharge of Firearms on Public Property
11. Designation of City Website as Alternative City Official Publication

#### **ANNOUNCEMENTS and REPORTS**

#### **EXECUTIVE SESSION**

Consideration of Motion to Recess into Executive Session under the Attorney-Client Exception.

#### **ADJOURN**

# CITY OF SPRING HILL, KANSAS

## APPROPRIATION ORDER NUMBER 2020-06-25 PRESENTED: June 25, 2020

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

### Section 1:

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

Accounts Payable:	\$100,124.15
Payroll:	<u>\$85,332.89</u>
	\$185,457.04

### Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$487,666.23</u>
	\$487,666.23

<b>Total amount of the Appropriation Order:</b>	<b><u><u>\$673,123.27</u></u></b>
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<u>Payable Number</u>	<u>Description (Item)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 01576 - A to Z THEATRICAL SUPPLY AND SERVICES, INC.</b>					
20001146	ON-SITE TRAINING FOR NEW LIGHTING CONSOLE	100-730-5310			\$400.00
<b>Vendor 01576 - A to Z THEATRICAL SUPPLY AND SERVICES, INC. Total:</b>					<b>\$400.00</b>
<b>Vendor: 00058 - AMERICAN EQUIPMENT CO.</b>					
38352	STROBE LIGHT - UNIT #208	100-640-6720			\$232.09
<b>Vendor 00058 - AMERICAN EQUIPMENT CO. Total:</b>					<b>\$232.09</b>
<b>Vendor: 00030 - AMERICAN LIFE ASSURANCE COMPANY OF COLUMBUS</b>					
754338	AFLAC PREMIUMS - MAY 2020	100-2120	DFT0001717	06/04/2020	\$1,713.04
<b>Vendor 00030 - AMERICAN LIFE ASSURANCE COMPANY OF COLUMBUS Total:</b>					<b>\$1,713.04</b>
<b>Vendor: 01596 - AMY LONG</b>					
INV0001913	EMPLOYEE EXPENSES REIMBURSEMENT - MILEAGE	100-500-7100			\$21.85
<b>Vendor 01596 - AMY LONG Total:</b>					<b>\$21.85</b>
<b>Vendor: 01875 - ARBINGER INSTITUTE, LLC</b>					
41230	LEADERSHIP TRAINING	100-800-5310			\$260.00
<b>Vendor 01875 - ARBINGER INSTITUTE, LLC Total:</b>					<b>\$260.00</b>
<b>Vendor: 00096 - ASPHALT SALES COMPANY INC</b>					
143538	ASPHALT FOR NORTH ST	100-640-6630			\$437.48
<b>Vendor 00096 - ASPHALT SALES COMPANY INC Total:</b>					<b>\$437.48</b>
<b>Vendor: 01873 - BIKEWALKKC</b>					
1381	BIKEWALKKC SIDEWALK STUDY - MAY 2020	100-2270			\$9,900.00
<b>Vendor 01873 - BIKEWALKKC Total:</b>					<b>\$9,900.00</b>
<b>Vendor: 00222 - CINTAS CORPORATION</b>					
5017372965	FIRST AID SUPPLIES	100-620-6110			\$77.44
5017372965	FIRST AID SUPPLIES	100-640-6110			\$77.44
5017372965	FIRST AID SUPPLIES	510-660-6110			\$36.77
5017372965	FIRST AID SUPPLIES	520-670-6110			\$36.77
<b>Vendor 00222 - CINTAS CORPORATION Total:</b>					<b>\$228.42</b>
<b>Vendor: 00245 - COLEMAN EQUIPMENT INC.</b>					
423175	PARTS FOR UNIT #207	100-640-6750			\$94.46
100-24939	EXCAVATOR RENTAL FOR LINCOLN ST PROJECT	300-000-7230			\$4,220.55
<b>Vendor 00245 - COLEMAN EQUIPMENT INC. Total:</b>					<b>\$4,315.01</b>
<b>Vendor: 00239 - CONSTRUCTION MATERIALS, INC</b>					
4813	SUPPLIES TO FORM/POUR PADS FOR TABLES & BENCHES	300-000-8000			\$640.09
<b>Vendor 00239 - CONSTRUCTION MATERIALS, INC Total:</b>					<b>\$640.09</b>
<b>Vendor: 00280 - CROFT TRAILER SUPPLY, INC</b>					
413727	RECEIVER FOR UNIT #232	100-640-6720			\$232.03
<b>Vendor 00280 - CROFT TRAILER SUPPLY, INC Total:</b>					<b>\$232.03</b>
<b>Vendor: 00355 - DRS. HAWKS, BESLER &amp; ROGERS</b>					
60382-05282020	VISION BENEFIT	100-100-5120			\$90.00
<b>Vendor 00355 - DRS. HAWKS, BESLER &amp; ROGERS Total:</b>					<b>\$90.00</b>
<b>Vendor: 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)</b>					
INV0001897	ELECTRIC - STREET LIGHTS - 04/28-05/28/2020	100-640-7626	DFT0001698	06/09/2020	\$4,238.50
<b>Vendor 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:</b>					<b>\$4,238.50</b>
<b>Vendor: 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)</b>					
INV0001898	ELECTRIC - GROUP BILL - 04/28-05/28/2020	100-620-7626	DFT0001699	06/09/2020	\$70.86
INV0001898	ELECTRIC - GROUP BILL - 04/28-05/28/2020	100-640-7626	DFT0001699	06/09/2020	\$555.04
INV0001898	ELECTRIC - GROUP BILL - 04/28-05/28/2020	100-720-7626	DFT0001699	06/09/2020	\$1,655.84
INV0001898	ELECTRIC - GROUP BILL - 04/28-05/28/2020	100-730-7626	DFT0001699	06/09/2020	\$69.10
INV0001898	ELECTRIC - GROUP BILL - 04/28-05/28/2020	100-800-7626	DFT0001699	06/09/2020	\$362.07
INV0001898	ELECTRIC - GROUP BILL - 04/28-05/28/2020	510-660-7626	DFT0001699	06/09/2020	\$664.99
INV0001898	ELECTRIC - GROUP BILL - 04/28-05/28/2020	520-670-7626	DFT0001699	06/09/2020	\$568.63
<b>Vendor 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:</b>					<b>\$3,946.53</b>
<b>Vendor: 00675 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001915	ELECTRIC-23 16 08 16, WATER PUMP- 05/05-06/04/2020	100-640-7626	DFT0001722	06/15/2020	\$52.47
<b>Vendor 00675 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$52.47</b>
<b>Vendor: 00677 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001902	ELECTRIC - 613 S RACE ST - 05/06-06/02/2020	100-710-7626	DFT0001704	06/09/2020	\$220.76
<b>Vendor 00677 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$220.76</b>

<u>Payable Number</u>	<u>Description (Item)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 00678 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001917	ELECTRIC - 20900 SYCAMORE DR - 05/06-06/05/2020	100-730-7626	DFT0001724	06/15/2020	\$2,429.48
<b>Vendor 00678 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$2,429.48</b>
<b>Vendor: 00679 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001900	ELECTRIC - WATER DP03 - 05/05-06/01/2020	520-670-7626	DFT0001702	06/09/2020	\$198.53
<b>Vendor 00679 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$198.53</b>
<b>Vendor: 00680 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001916	ELECTRIC - 22785 W 220TH - 05/06-06/05/2020	520-670-7626	DFT0001723	06/15/2020	\$1,637.00
<b>Vendor 00680 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$1,637.00</b>
<b>Vendor: 00681 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001903	ELECTRIC - 20700 W 223RD - 05/04-06/03/2020	510-660-7626	DFT0001705	06/09/2020	\$36.47
<b>Vendor 00681 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$36.47</b>
<b>Vendor: 00682 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001907	ELECTRIC - 22012 VICTORY RD - 05/04-06/03/2020	100-640-7626	DFT0001708	06/09/2020	\$33.77
<b>Vendor 00682 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$33.77</b>
<b>Vendor: 00684 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001901	ELECTRIC - 22711 WOODLAND W/W - 05/05-06/01/2020	520-670-7626	DFT0001703	06/09/2020	\$5,758.98
<b>Vendor 00684 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$5,758.98</b>
<b>Vendor: 00687 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001905	ELECTRIC - 22470 S FRANKLIN - 05/04-06/02/2020	100-620-7626	DFT0001707	06/09/2020	\$374.96
<b>Vendor 00687 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$374.96</b>
<b>Vendor: 00689 - EVERGY METRO INC (formerly Kansas City Power &amp; Light)</b>					
INV0001904	ELECTRIC-797A S WEBSTER-XMAS LIGHTS-05/04-06/03/20	100-640-7626	DFT0001706	06/09/2020	\$18.14
<b>Vendor 00689 - EVERGY METRO INC (formerly Kansas City Power &amp; Light) Total:</b>					<b>\$18.14</b>
<b>Vendor: 00393 - EVOQUA WATER TECHNOLOGIES LLC</b>					
904462222	CHEMICALS FOR STRONG LIFT STATION	520-670-6500			\$1,000.00
904462235	CHEMICALS FOR 4.1 LIFT STATION	520-670-6500			\$1,000.00
<b>Vendor 00393 - EVOQUA WATER TECHNOLOGIES LLC Total:</b>					<b>\$2,000.00</b>
<b>Vendor: 00408 - FASTSIGNS 90101</b>					
20-177934	MELVIN MURRY DEDICATION SIGNAGE AT VETERANS PARK	300-000-6600			\$1,198.38
<b>Vendor 00408 - FASTSIGNS 90101 Total:</b>					<b>\$1,198.38</b>
<b>Vendor: 00413 - FERRELLGAS, LLP</b>					
1111599569	PROPANE GAS FOR WWTP	520-670-7624			\$191.25
<b>Vendor 00413 - FERRELLGAS, LLP Total:</b>					<b>\$191.25</b>
<b>Vendor: 00439 - FREEDOM LAWN &amp; LANDSCAPE, LLC</b>					
09-4930b	NUISANCE ABATEMENT MOW/TRIM - 215TH & 169 HWY	100-1240			\$400.00
<b>Vendor 00439 - FREEDOM LAWN &amp; LANDSCAPE, LLC Total:</b>					<b>\$400.00</b>
<b>Vendor: 01765 - G T DISTRIBUTORS, INC</b>					
INV0770889	UNIFORMS FOR NEW HIRE - OFFICER	100-800-5400			\$533.36
INV0770891	RIFLE PRACTICE AMMO, DUTY LIGHTS AND MAGAZINES	100-800-6220			\$329.99
INV0770891	RIFLE PRACTICE AMMO, DUTY LIGHTS AND MAGAZINES	100-800-8111			\$269.98
INV0770891	RIFLE PRACTICE AMMO, DUTY LIGHTS AND MAGAZINES	100-800-8111			\$79.16
INV0771861	UNIFORMS FOR NEW HIRE - OFFICER	100-800-5400			\$722.60
<b>Vendor 01765 - G T DISTRIBUTORS, INC Total:</b>					<b>\$1,935.09</b>
<b>Vendor: 01606 - GLOBAL PAYMENTS DIRECT, INC.</b>					
20009427	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	100-110-7770	DFT0001716	06/02/2020	\$22.95
20012902	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	510-660-7770	DFT0001711	06/02/2020	\$286.28
20012902	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	520-670-7770	DFT0001711	06/02/2020	\$286.27
20012903	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	100-110-7770	DFT0001713	06/02/2020	\$67.55
30010462	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	100-110-7770	DFT0001715	06/02/2020	\$1,267.40
30014411	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	100-110-7770	DFT0001714	06/02/2020	\$235.69
40023094	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	510-660-7770	DFT0001712	06/02/2020	\$942.84
40023094	ELECTRONIC PAYMENT PROCESSOR FEES - MAY 2020	520-670-7770	DFT0001712	06/02/2020	\$942.84
<b>Vendor 01606 - GLOBAL PAYMENTS DIRECT, INC. Total:</b>					<b>\$4,051.82</b>
<b>Vendor: 00487 - GRAINGER</b>					
9396417819	SOLENOID FOR WASHWATER SYSTEM	520-670-6750			\$106.53
9561480816	FURNACE FILTERS - COMM CTR	100-710-6730			\$22.08
9561480816	FURNACE FILTERS - CH	100-720-6730			\$72.24
<b>Vendor 00487 - GRAINGER Total:</b>					<b>\$200.85</b>

<u>Payable Number</u>	<u>Description (Item)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 00508 - H.E.R.S. INC</b>					
56105	DEWEEZE TRACTOR PARTS - HYDRAULIC HOSE	100-620-6750			\$132.99
56109	MOWER REPAIR PARTS FOR #102 - FITTINGS	100-620-6750			\$5.25
56116	CABLE FOR PARKS TRAILER	100-620-6750			\$27.59
<b>Vendor 00508 - H.E.R.S. INC Total:</b>					<b>\$165.83</b>
<b>Vendor: 00571 - INLAND TRUCK PARTS COMPANY</b>					
IN-626924	FUEL FILTER AND FLAP UNIT #203	100-640-6720			\$215.58
<b>Vendor 00571 - INLAND TRUCK PARTS COMPANY Total:</b>					<b>\$215.58</b>
<b>Vendor: 00575 - INTERNAL REVENUE SERVICE</b>					
INV0001882	MEDICARE TAXES	100-2100	DFT0001686	06/05/2020	\$3,187.86
INV0001882	MEDICARE TAXES	510-2100	DFT0001686	06/05/2020	\$179.94
INV0001882	MEDICARE TAXES	520-2100	DFT0001686	06/05/2020	\$170.80
INV0001883	SOCIAL SECURITY TAXES	100-2100	DFT0001687	06/05/2020	\$13,630.86
INV0001883	SOCIAL SECURITY TAXES	510-2100	DFT0001687	06/05/2020	\$769.24
INV0001883	SOCIAL SECURITY TAXES	520-2100	DFT0001687	06/05/2020	\$730.42
INV0001884	FEDERAL WITHHOLDING TAX	100-2100	DFT0001688	06/05/2020	\$10,307.54
INV0001884	FEDERAL WITHHOLDING TAX	510-2100	DFT0001688	06/05/2020	\$473.70
INV0001884	FEDERAL WITHHOLDING TAX	520-2100	DFT0001688	06/05/2020	\$514.93
<b>Vendor 00575 - INTERNAL REVENUE SERVICE Total:</b>					<b>\$29,965.29</b>
<b>Vendor: 00611 - JCI INDUSTRIES, INC.</b>					
8196216	REPAIRS AT SOUTH BENEFIT LIFT STATION	520-670-6750			\$1,581.00
<b>Vendor 00611 - JCI INDUSTRIES, INC. Total:</b>					<b>\$1,581.00</b>
<b>Vendor: 00698 - KANSAS JUDICIAL COUNCIL</b>					
40631	LEGAL UPDATES FOR STATE	100-800-7700			\$95.00
<b>Vendor 00698 - KANSAS JUDICIAL COUNCIL Total:</b>					<b>\$95.00</b>
<b>Vendor: 00702 - KANSAS ONE-CALL SYSTEM, INC</b>					
0050457	UTILITY LOCATING REQUEST NOTIFICATIONS - MAY 2020	100-640-7190			\$118.00
0050457	UTILITY LOCATING REQUEST NOTIFICATIONS - MAY 2020	510-660-7190			\$118.00
0050457	UTILITY LOCATING REQUEST NOTIFICATIONS - MAY 2020	520-670-7190			\$118.00
<b>Vendor 00702 - KANSAS ONE-CALL SYSTEM, INC Total:</b>					<b>\$354.00</b>
<b>Vendor: 00706 - KANSAS PAYMENT CENTER</b>					
INV0001880	INCOME WITHHOLDING ORDER	100-2130	82799	06/05/2020	\$158.31
<b>Vendor 00706 - KANSAS PAYMENT CENTER Total:</b>					<b>\$158.31</b>
<b>Vendor: 00731 - KDHE-BUREAU OF WATER</b>					
INV0001908	LAB ANALYSIS	510-660-7560			\$144.00
<b>Vendor 00731 - KDHE-BUREAU OF WATER Total:</b>					<b>\$144.00</b>
<b>Vendor: 00764 - KPERS</b>					
INV0001870	KPERS OGLI MONTHLY PREMIUM	100-2115	DFT0001675	06/05/2020	\$22.20
INV0001871	KP & F PENSION	100-2110	DFT0001676	06/05/2020	\$11,179.22
INV0001872	KP & F OPTIONAL GROUP LIFE	100-2115	DFT0001677	06/05/2020	\$78.20
INV0001873	KPERS TIER 1 PAYROLL	100-2110	DFT0001678	06/05/2020	\$4,367.59
INV0001873	KPERS TIER 1 PAYROLL	510-2110	DFT0001678	06/05/2020	\$449.77
INV0001873	KPERS TIER 1 PAYROLL	520-2110	DFT0001678	06/05/2020	\$170.05
INV0001874	KPERS TIER 2 PAYROLL	100-2110	DFT0001679	06/05/2020	\$2,020.17
INV0001874	KPERS TIER 2 PAYROLL	510-2110	DFT0001679	06/05/2020	\$401.80
INV0001874	KPERS TIER 2 PAYROLL	520-2110	DFT0001679	06/05/2020	\$184.42
INV0001875	KPERS TIER 3 PAYROLL	100-2110	DFT0001680	06/05/2020	\$3,767.63
INV0001875	KPERS TIER 3 PAYROLL	510-2110	DFT0001680	06/05/2020	\$86.56
INV0001875	KPERS TIER 3 PAYROLL	520-2110	DFT0001680	06/05/2020	\$500.35
INV0001876	KPERS 457 PLAN	100-2115	DFT0001681	06/05/2020	\$470.06
INV0001877	KPERS 457 PLAN	100-2115	DFT0001682	06/05/2020	\$1,795.00
INV0001877	KPERS 457 PLAN	510-2115	DFT0001682	06/05/2020	\$60.01
INV0001877	KPERS 457 PLAN	520-2115	DFT0001682	06/05/2020	\$29.99
INV0001878	KPERS D & D	100-2110	DFT0001683	06/05/2020	\$695.11
INV0001878	KPERS D & D	510-2110	DFT0001683	06/05/2020	\$64.24
INV0001878	KPERS D & D	520-2110	DFT0001683	06/05/2020	\$58.48
INV0001879	KPERS OGLI MONTHLY PREMIUM	100-2115	DFT0001684	06/05/2020	\$309.31
INV0001879	KPERS OGLI MONTHLY PREMIUM	510-2115	DFT0001684	06/05/2020	\$69.50
INV0001879	KPERS OGLI MONTHLY PREMIUM	520-2115	DFT0001684	06/05/2020	\$44.40
<b>Vendor 00764 - KPERS Total:</b>					<b>\$26,824.06</b>

<u>Payable Number</u>	<u>Description (Item)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 00790 - KUTAK ROCK LLP</b>					
2724291	REVIEW DAYTON CREEK SBD 2 FUNDING	100-110-7170			\$2,400.00
<b>Vendor 00790 - KUTAK ROCK LLP Total:</b>					<b>\$2,400.00</b>
<b>Vendor: 00802 - LAMP RYNEARSON INC</b>					
0320005.03-0000001	2020 CDBG SEWER REHAB DESIGN - APRIL 2020	520-670-7190			\$1,916.60
0319031.01-0000011	199TH & RIDGEVIEW CARS RDB	100-110-7150			\$111.00
0319031.01-0000011	BROOKWOOD FARMS, 5TH PLAT	100-500-7150			\$210.00
0320005.01-0000004	199TH STREET PROJECT REVIEW	100-110-7150			\$367.50
0320005.01-0000004	CENSUS BUREAU BOUNDARY VALIDATION	100-110-7150			\$420.00
0320005.01-0000004	2021-2025 CARS PLAN/APPLICATION	100-110-7150			\$1,114.50
0320005.01-0000004	CIP REVIEW	100-110-7150			\$222.00
0320005.01-0000004	ENGINEERING ON-CALL SERVICES - MAY 2020	100-110-7150			\$549.00
0320005.01-0000004	OAKWOODS PROJECT REVIEW	100-500-7150			\$388.50
0320005.01-0000004	CUMMINS 2ND/3RD PLAT PUBLIC IMPROVEMENT	100-500-7150			\$52.50
0320005.01-0000004	SHSD MIDDLE SCHOOL REVIEW	100-500-7150			\$1,083.00
0320005.01-0000004	DEVELOPMENT PROJECT REVIEW	100-500-7150			\$1,276.50
0320005.01-0000004	WATER PLAN REVIEW & COORDINATION WITH KDHE	520-670-7150			\$210.00
0320005.01-0000004	WWTP REPAIRS	520-670-7150			\$2,004.20
0320005.02-0000004	DAYTON CREEK SBD 4, PLAT 6	408-000-7150			\$4,560.00
0320005.04-0000001	WWTP AERATION & CLARIFICATION REHABILITATION	520-670-7150			\$6,060.30
<b>Vendor 00802 - LAMP RYNEARSON INC Total:</b>					<b>\$20,545.60</b>
<b>Vendor: 00815 - LE UPFITTER LLC</b>					
8086	UNIFORMS STARS - SERGEANT	100-800-5400			\$28.90
8092	REPLACEMENT INNER BELTS + NEW BELT - OFFICERS	100-800-5400			\$23.90
8114	NEW OUTER VEST POUCHES, GLOVES - NEW HIRE OFFICER	100-800-5400			\$95.00
<b>Vendor 00815 - LE UPFITTER LLC Total:</b>					<b>\$147.80</b>
<b>Vendor: 00828 - LIFTOFF LLC</b>					
5270renew5	MICROSOFT EXCHANGE LICENSES RENEWAL	100-220-6130			\$14,325.60
5282renew5b	MICROSOFT EXCHANGE LICENSES RENEWAL - WW	520-670-6130			\$1,089.60
<b>Vendor 00828 - LIFTOFF LLC Total:</b>					<b>\$15,415.20</b>
<b>Vendor: 00841 - LOGAN CONTRACTORS SUPPLY, INC.</b>					
P33563	CARBIDE BIT FOR LINCOLN ST PROJECT	300-000-8000			\$37.89
S00011	SAW RENTAL FOR LINCOLN STREET PROJECT	300-000-7230			\$200.00
P34945	LINCOLN STREET PROJECT MATERIALS	300-000-8000			\$736.80
<b>Vendor 00841 - LOGAN CONTRACTORS SUPPLY, INC. Total:</b>					<b>\$974.69</b>
<b>Vendor: 00850 - LOWE LAW FIRM, LLP</b>					
20201006A	LEGAL - RETAINER	100-110-7170			\$1,500.00
20201006A	LEGAL - RETAINER	510-660-7170			\$750.00
20201006A	LEGAL - RETAINER	520-670-7170			\$750.00
20201006B	REVIEW WASTE MANAGEMENT CONTRACT	100-110-7170			\$112.50
20201006C	STAFF CONFERENCES	100-110-7170			\$180.00
20201006C	STAFF CONFERENCES	510-660-7170			\$90.00
20201006C	STAFF CONFERENCES	520-670-7170			\$90.00
20201006D	EVERGY EASEMENT REVIEW - VETERANS PARK	100-110-7170			\$135.00
20201006E	REVIEW BONDS - BROOKWOOD FARMS	100-500-7170			\$270.00
20201006F	BROADBAND/D.A. INVESTIGATION	100-110-7170			\$45.00
20201006G	REVIEW COVID-19 POLICIES	100-110-7170			\$720.00
20201006G	REVIEW COVID-19 POLICIES	510-660-7170			\$360.00
20201006G	REVIEW COVID-19 POLICIES	520-670-7170			\$360.00
20201006H	KORA REQUEST REVIEW - KNUDSEN	100-110-7170			\$4,412.80
20201006I	REVIEW CONFLICT OF INTEREST WAIVER	520-670-7170			\$112.50
20201006J	REVIEW WATERONE LINE RELOCATION 199TH & RIDGEVIEW	100-110-7170			\$90.00
20201006K	SPECIAL INVESTIGATION	100-110-7170			\$3,169.90
<b>Vendor 00850 - LOWE LAW FIRM, LLP Total:</b>					<b>\$13,147.70</b>
<b>Vendor: 00882 - MCANANY, VAN CLEAVE &amp; PHILLIPS</b>					
836242	GENERAL MATTERS	100-110-7170			\$9,526.00
836493	EMPLOYMENT COUNSEL	100-110-7170			\$8,806.00
836494	SOCIAL MEDIA POLICY	100-110-7170			\$360.00
836495	EMPLOYEE RELATIONS MATTER 16	100-110-7170			\$990.00
836496	BROADBAND/DA INVESTIGATION MATTER 21	100-110-7170			\$5,126.00
<b>Vendor 00882 - MCANANY, VAN CLEAVE &amp; PHILLIPS Total:</b>					<b>\$24,808.00</b>

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<b>Vendor: 00884 - MCCLURE ENGINEERING COMPANY</b>					
128717	CPS, DAYTON CREEK SBD 4, 6TH PLAT	408-000-7150			\$1,332.24
129179	CPS, DAYTON CREEK SBD 4, 6TH PLAT	408-000-7150			\$14,407.50
<b>Vendor 00884 - MCCLURE ENGINEERING COMPANY Total:</b>					<b>\$15,739.74</b>
<b>Vendor: 01729 - MEGA INDUSTRIES CORPORATION</b>					
677 SHKS-20200531	VETERANS PARK CONSTRUCTION - PAY APP FINAL	300-000-8000			\$142,455.97
<b>Vendor 01729 - MEGA INDUSTRIES CORPORATION Total:</b>					<b>\$142,455.97</b>
<b>Vendor: 00916 - MICHAEL W BAUM</b>					
201514	UNIFORM JEANS X 2	100-640-5400			\$67.98
201515	UNIFORM JEANS	100-640-5400			\$45.99
<b>Vendor 00916 - MICHAEL W BAUM Total:</b>					<b>\$113.97</b>
<b>Vendor: 00930 - MID-STATES MATERIALS, LLC</b>					
92839	GRAVEL FOR LINCOLN STREET PROJECT	300-000-8000			\$721.33
93284	GRAVEL FOR LINCOLN STREET PROJECT	300-000-8000			\$1,465.46
<b>Vendor 00930 - MID-STATES MATERIALS, LLC Total:</b>					<b>\$2,186.79</b>
<b>Vendor: 00939 - MIDWEST PUBLIC RISK</b>					
INV0001910	HEALTH INS PREMIUM - JUN 2020	100-2120			\$60,773.10
INV0001910	HEALTH INS PREMIUM - JUN 2020	510-2120			\$6,404.13
INV0001910	HEALTH INS PREMIUM - JUN 2020	520-2120			\$6,407.59
<b>Vendor 00939 - MIDWEST PUBLIC RISK Total:</b>					<b>\$73,584.82</b>
<b>Vendor: 00979 - NAPA SPRING HILL, LLC</b>					
366520	BULB FOR UNIT #208	100-640-6720			\$0.59
366916	BALL JOINT FOR UNIT #208	100-640-6720			\$80.62
366918	SHOP TOOL - SEPARATOR	100-640-6660			\$16.32
367052	REPAIR PARTS UNIT #233	100-640-6720			\$21.45
367086	AC REPAIR FOR UNIT #233	100-640-6720			\$25.58
367088	AC GAUGE FOR UNIT #233	100-640-6720			\$40.99
367363	FUEL TRANSFER PUMP FOR EQUIPMENT	100-620-6660			\$88.62
367870	SHOP TOWELS	100-640-6110			\$12.99
367870	GREASE GUN	100-640-6660			\$24.99
367941	SHOP TOWELS	100-640-6110			\$12.99
367941	UNIT #208 FUEL CAP	100-640-6720			\$20.44
368272	DOOR HANDLE FOR UNIT #419	100-610-6720			\$22.43
368324	REPAIR PART FOR UNIT #419	100-610-6720			\$7.20
<b>Vendor 00979 - NAPA SPRING HILL, LLC Total:</b>					<b>\$375.21</b>
<b>Vendor: 00997 - NEPTUNE TECHNOLOGY GROUP INC</b>					
N607843	STYLUS FOR READERS	510-660-6110			\$65.00
N607843	ANTENNAS FOR METERS	510-660-6620			\$312.00
<b>Vendor 00997 - NEPTUNE TECHNOLOGY GROUP INC Total:</b>					<b>\$377.00</b>
<b>Vendor: 01008 - NPG NEWSPAPERS, INC</b>					
6646102	PUBLICATIONS - AUDITING SERV RFP NOTICE	100-110-7130			\$76.76
6646251	PUBLICATIONS - PUBLIC HRG SH MIDDLE SCHOOL CUP	100-110-7130			\$207.46
6648077	PUBLICATIONS - ORD 2020-03 SHMC 1-301 OATHS	100-110-7130			\$44.56
6648079	PUBLICATIONS - ORD 2020-04 SHMC CH 15 TOW HRG	100-110-7130			\$51.00
6648082	PUBLICATIONS - PROHIBITING RANK WEEDS GRASS NOTICE	100-110-7130			\$125.52
<b>Vendor 01008 - NPG NEWSPAPERS, INC Total:</b>					<b>\$505.30</b>
<b>Vendor: 01700 - NSITE CORPORATION</b>					
6287	HAND SPRAYER FOR SANITIZING PARK AREAS - COVID19	100-110-6165			\$27.45
<b>Vendor 01700 - NSITE CORPORATION Total:</b>					<b>\$27.45</b>
<b>Vendor: 01013 - OFFICE DEPOT, INC</b>					
502573910001	ADMIN / OPERATING SUPPLIES - CH	100-110-6110			\$215.38
<b>Vendor 01013 - OFFICE DEPOT, INC Total:</b>					<b>\$215.38</b>
<b>Vendor: 01035 - OLATHE WINWATER COMPANY</b>					
149735 00	METER REPLACEMENT PARTS FOR NEW & EXSTG SERVICES	510-660-6620			\$218.04
148746 00	METER REPLACEMENT PARTS FOR NEW & EXSTG SERVICES	510-660-6620			\$586.21
149915 00	METER REPLACEMENT PARTS FOR NEW & EXSTG SERVICES	510-660-6620			\$578.00
149926 00	METER REPLACEMENT PARTS FOR NEW & EXSTG SERVICES	510-660-6620			\$426.60
149930 00	METER REPLACEMENT PARTS FOR NEW & EXSTG SERVICES	510-660-6620			\$40.60
<b>Vendor 01035 - OLATHE WINWATER COMPANY Total:</b>					<b>\$1,849.45</b>

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<b>Vendor: 01051 - PACE ANALYTICAL SERVICES, LLC</b>					
2060105436	LAB ANALYSIS - ROUTINE INFLUENT/EFFLUENT TESTING	520-670-7560			\$540.00
2060106394	LAB ANALYSIS - ROUTINE INFLUENT TESTING	520-670-7560			\$275.00
<b>Vendor 01051 - PACE ANALYTICAL SERVICES, LLC Total:</b>					<b>\$815.00</b>
<b>Vendor: 01403 - PATTI BANKS ASSOCIATES</b>					
P17059.3-15	ENGINEERING SERVICES - VETERAN'S PARK - MAY 2020	300-000-7150			\$2,125.20
<b>Vendor 01403 - PATTI BANKS ASSOCIATES Total:</b>					<b>\$2,125.20</b>
<b>Vendor: 01083 - PONZER YOUNGQUIST, P.A.</b>					
0000010B	CARS PROJECT & TURN AROUND CONSULTATION	100-640-7190			\$72.50
<b>Vendor 01083 - PONZER YOUNGQUIST, P.A. Total:</b>					<b>\$72.50</b>
<b>Vendor: 00005 - PRAXAIR DISTRIBUTION INC</b>					
96972058	CYLINDER RENTAL	100-640-7230			\$85.88
<b>Vendor 00005 - PRAXAIR DISTRIBUTION INC Total:</b>					<b>\$85.88</b>
<b>Vendor: 01101 - PUR - O - ZONE</b>					
802313	JANITORIAL SUPPLIES - DISINFECTANT - COVID19	100-110-6165			\$18.71
802313	JANITORIAL SUPPLIES - PAPER TOWEL ROLLS	100-720-6160			\$297.85
<b>Vendor 01101 - PUR - O - ZONE Total:</b>					<b>\$316.56</b>
<b>Vendor: 00995 - QUADIANT, INC</b>					
INV0001922	POSTAGE PURCHASE - 04/20-06/16/2020	100-110-6140	DFT0001741	06/16/2020	\$779.14
INV0001922	POSTAGE PURCHASE - 04/20-06/16/2020	100-800-6140	DFT0001741	06/16/2020	\$135.12
INV0001922	POSTAGE PURCHASE - 04/20-06/16/2020	510-660-6140	DFT0001741	06/16/2020	\$85.74
<b>Vendor 00995 - QUADIANT, INC Total:</b>					<b>\$1,000.00</b>
<b>Vendor: 01108 - QUILL</b>					
7495217	ADMIN/OPERATING SUPPLIES - PD	100-800-6110			\$29.67
7495735	ADMIN/OPERATING SUPPLIES - PD	100-800-6110			\$72.56
7501305	ADMIN/OPERATING SUPPLIES - PD	100-800-6110			\$9.42
<b>Vendor 01108 - QUILL Total:</b>					<b>\$111.65</b>
<b>Vendor: 01131 - REILLY INSURANCE LLC</b>					
314544	POLICY #630-6K801978 - PROPERTY,CRIME & IM RENEWAL	100-110-7900			\$14,096.25
314544	POLICY #630-6K801978 - PROPERTY,CRIME & IM RENEWAL	100-800-7900			\$6,041.25
314544	POLICY #630-6K801978 - PROPERTY,CRIME & IM RENEWAL	510-660-7900			\$10,068.75
314544	POLICY #630-6K801978 - PROPERTY,CRIME & IM RENEWAL	520-670-7900			\$10,068.75
314546	POLICY #810-6K801978 - BUSINESS AUTO RENEWAL	100-110-7900			\$6,587.70
314546	POLICY #810-6K801978 - BUSINESS AUTO RENEWAL	100-800-7900			\$2,823.30
314546	POLICY #810-6K801978 - BUSINESS AUTO RENEWAL	510-660-7900			\$4,705.50
314546	POLICY #810-6K801978 - BUSINESS AUTO RENEWAL	520-670-7900			\$4,705.50
314547	POLICY #UB-7K091704 - WORKERS COMPENSATION RENEWAL	100-110-7900			\$11,823.00
314547	POLICY #UB-7K091704 - WORKERS COMPENSATION RENEWAL	100-800-7900			\$5,067.00
314547	POLICY #UB-7K091704 - WORKERS COMPENSATION RENEWAL	510-660-7900			\$8,445.00
314547	POLICY #UB-7K091704 - WORKERS COMPENSATION RENEWAL	520-670-7900			\$8,445.00
314548	POLICY #ZUP-41M93386 - UMBRELLA POLICY RENEWAL	100-110-7900			\$1,661.10
314548	POLICY #ZUP-41M93386 - UMBRELLA POLICY RENEWAL	100-800-7900			\$711.90
314548	POLICY #ZUP-41M93386 - UMBRELLA POLICY RENEWAL	510-660-7900			\$1,186.50
314548	POLICY #ZUP-41M93386 - UMBRELLA POLICY RENEWAL	520-670-7900			\$1,186.50
314545	POLICY #ZLP-61M94735 - GENERAL LIABILITY RENEWAL	100-110-7900			\$14,365.75
314545	POLICY #ZLP-61M94735 - GENERAL LIABILITY RENEWAL	100-800-7900			\$6,156.75
314545	POLICY #ZLP-61M94735 - GENERAL LIABILITY RENEWAL	510-660-7900			\$10,261.25
314545	POLICY #ZLP-61M94735 - GENERAL LIABILITY RENEWAL	520-670-7900			\$10,261.25
<b>Vendor 01131 - REILLY INSURANCE LLC Total:</b>					<b>\$138,668.00</b>
<b>Vendor: 01132 - REINDERS, INC</b>					
5053600-00	HAND SPRAYER FOR SANITIZING PARK AREAS - COVID19	100-110-6165			\$42.58
5053668-00	ALGAECIDE FOR POND TREATMENTS	100-620-6645			\$354.16
<b>Vendor 01132 - REINDERS, INC Total:</b>					<b>\$396.74</b>
<b>Vendor: 01239 - SPRING HILL OIL (CD/CH)</b>					
227	FUEL - '01 TAURUS	100-100-6710			\$18.70
227	FUEL - '19 JEEP	100-500-6710			\$33.70
227	FUEL - '08 ESCAPE	100-500-6710			\$38.34
<b>Vendor 01239 - SPRING HILL OIL (CD/CH) Total:</b>					<b>\$90.74</b>
<b>Vendor: 01240 - SPRING HILL OIL (PD)</b>					
223	FUEL - PD	100-800-6710			\$1,613.59
<b>Vendor 01240 - SPRING HILL OIL (PD) Total:</b>					<b>\$1,613.59</b>

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<b>Vendor: 01241 - SPRING HILL OIL (PW)</b>					
224	FUEL - PW ADMIN	100-610-6710			\$63.93
224	FUEL - PARKS	100-620-6710			\$409.90
224	FUEL - STREETS	100-640-6710			\$1,072.26
224	FUEL - WATER	510-660-6710			\$278.64
224	FUEL - WASTEWATER	520-670-6710			\$277.11
<b>Vendor 01241 - SPRING HILL OIL (PW) Total:</b>					<b>\$2,101.84</b>
<b>Vendor: 01279 - SUDDENLINK</b>					
100319313	COMMUNICATION - CIRCUIT/FIBER - 05/28-06/27/2020	100-110-7622	DFT0001696	06/09/2020	\$344.25
100319313	COMMUNICATION - CIRCUIT/FIBER - 05/28-06/27/2020	100-610-7622	DFT0001696	06/09/2020	\$721.30
100319313	COMMUNICATION - CIRCUIT/FIBER - 05/28-06/27/2020	100-620-7622	DFT0001696	06/09/2020	\$321.30
100319313	COMMUNICATION - CIRCUIT/FIBER - 05/28-06/27/2020	100-730-7622	DFT0001696	06/09/2020	\$321.30
100319313	COMMUNICATION - CIRCUIT/FIBER - 05/28-06/27/2020	100-800-7622	DFT0001696	06/09/2020	\$721.30
100319313	COMMUNICATION - CIRCUIT/FIBER - 05/28-06/27/2020	510-660-7622	DFT0001696	06/09/2020	\$544.25
100319313	COMMUNICATION - CIRCUIT/FIBER - 05/28-06/27/2020	520-670-7622	DFT0001696	06/09/2020	\$521.30
<b>Vendor 01279 - SUDDENLINK Total:</b>					<b>\$3,495.00</b>
<b>Vendor: 01698 - SUDDENLINK</b>					
INV0001891	COMMUNICATION - MONTHLY - 05/28-06/27/2020	100-110-7622	DFT0001694	06/09/2020	\$18.64
INV0001891	COMMUNICATION - MONTHLY - 05/28-06/27/2020	100-610-7622	DFT0001694	06/09/2020	\$17.40
INV0001891	COMMUNICATION - MONTHLY - 05/28-06/27/2020	100-620-7622	DFT0001694	06/09/2020	\$167.40
INV0001891	COMMUNICATION - MONTHLY - 05/28-06/27/2020	100-730-7622	DFT0001694	06/09/2020	\$244.30
INV0001891	COMMUNICATION - MONTHLY - 05/28-06/27/2020	100-800-7622	DFT0001694	06/09/2020	\$17.40
INV0001891	COMMUNICATION - MONTHLY - 05/28-06/27/2020	510-660-7622	DFT0001694	06/09/2020	\$18.64
INV0001891	COMMUNICATION - MONTHLY - 05/28-06/27/2020	520-670-7622	DFT0001694	06/09/2020	\$17.40
<b>Vendor 01698 - SUDDENLINK Total:</b>					<b>\$501.18</b>
<b>Vendor: 01281 - SUMMIT TRUCK GROUP, LLC</b>					
110157671	UNIT #201 REPAIR PARTS - BRAKES	100-640-6720			\$436.77
110157866	HOUSING FOR UNIT #201	100-640-6720			\$89.51
CM110157671	UNIT #202 RETURNED PARTS	100-640-6720			-\$299.08
110160294	CABLE FOR PARKING BRAKE UNIT #201	100-640-6720			\$20.12
110161504	PARKING BRAKE CABLE UNIT #202	100-640-6720			\$103.71
<b>Vendor 01281 - SUMMIT TRUCK GROUP, LLC Total:</b>					<b>\$351.03</b>
<b>Vendor: 01876 - TODD SCHEMMELE</b>					
INV0001885	COMPETENCY EVAL - MUNICIPAL COURT CASE	100-310-7190	82836	06/08/2020	\$200.00
<b>Vendor 01876 - TODD SCHEMMELE Total:</b>					<b>\$200.00</b>
<b>Vendor: 01369 - TYLER TECHNOLOGIES, INC.</b>					
025-298247	INCODE 10 NEW HIRE TRAINING - ADJUSTMENTS	510-660-5310			\$68.75
025-298247	INCODE 10 NEW HIRE TRAINING - ADJUSTMENTS	520-670-5310			\$68.75
025-298249	INCODE 10 NEW HIRE TRAINING - REFUNDS	510-660-5310			\$68.75
025-298249	INCODE 10 NEW HIRE TRAINING - REFUNDS	520-670-5310			\$68.75
025-298275	INCODE 10 NEW HIRE TRAINING - REGULAR BILLING	510-660-5310			\$68.75
025-298275	INCODE 10 NEW HIRE TRAINING - REGULAR BILLING	520-670-5310			\$68.75
025-298606	INCODE 10 NEW HIRE TRAINING - PENALTIES	510-660-5310			\$68.75
025-298606	INCODE 10 NEW HIRE TRAINING - PENALTIES	520-670-5310			\$68.75
025-298615	INCODE 10 NEW HIRE TRAINING - DISCONNECTS	510-660-5310			\$68.75
025-298615	INCODE 10 NEW HIRE TRAINING - DISCONNECTS	520-670-5310			\$68.75
<b>Vendor 01369 - TYLER TECHNOLOGIES, INC. Total:</b>					<b>\$687.50</b>
<b>Vendor: 01388 - USD #230</b>					
INV0001935	SPONSORSHIP - 2020-2021 BRONCO PRIDE T-SHIRTS	100-120-6040			\$300.00
<b>Vendor 01388 - USD #230 Total:</b>					<b>\$300.00</b>
<b>Vendor: 01398 - VANCE BROTHERS, INC</b>					
ZL00059692	TACK OIL FOR ASPHALT WORK	100-640-6630			\$400.00
<b>Vendor 01398 - VANCE BROTHERS, INC Total:</b>					<b>\$400.00</b>
<b>Vendor: 01399 - VERIZON WIRELESS</b>					
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-100-7622	DFT0001710	06/10/2020	\$166.30
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-110-6165	DFT0001710	06/10/2020	\$237.87
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-200-7622	DFT0001710	06/10/2020	\$83.15
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-220-7622	DFT0001710	06/10/2020	\$43.14
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-300-7622	DFT0001710	06/10/2020	\$43.14
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-500-7622	DFT0001710	06/10/2020	\$256.91
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-610-7622	DFT0001710	06/10/2020	\$83.15
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-620-7622	DFT0001710	06/10/2020	\$68.44
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-640-7622	DFT0001710	06/10/2020	\$68.44

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9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-720-7622	DFT0001710	06/10/2020	\$50.60
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-730-7622	DFT0001710	06/10/2020	\$68.44
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	100-800-7622	DFT0001710	06/10/2020	\$680.12
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	510-660-7622	DFT0001710	06/10/2020	\$63.14
9855234051	COMMUNICATION - GROUP CELL - 05/24-06/23/2020	520-670-7622	DFT0001710	06/10/2020	\$226.32
<b>Vendor 01399 - VERIZON WIRELESS Total:</b>					<b>\$2,139.16</b>
<b>Vendor: 01415 - VISA</b>					
INV0001920	HOME DEPOT - SNEEZE GUARD BLDG SUPPLIES - COURT	100-110-6165	DFT0001727	06/09/2020	\$59.94
INV0001920	HOME DEPOT - JANITORIAL SUPPLIES - PW	100-610-6160	DFT0001727	06/09/2020	\$31.94
INV0001920	RHODES CHEMICAL - MOUSE STATION FOOD/BAIT - PW	100-610-6730	DFT0001727	06/09/2020	\$88.25
INV0001920	HOME DEPOT - ADDTL DRINKING WATER - PARKS BLDG	100-620-6110	DFT0001727	06/09/2020	\$13.98
INV0001920	PRICE CHOPPER - DRINKING WATER - PARKS BLDG	100-620-6110	DFT0001727	06/09/2020	\$13.18
INV0001920	HARBOR FREIGHT - PARKS SHOP TOOL - AIR HOSE	100-620-6660	DFT0001727	06/09/2020	\$119.99
INV0001920	HOME DEPOT - BATTERIES FOR SOAP DISPENSERS	100-720-6160	DFT0001727	06/09/2020	\$21.94
INV0001920	C.E.S. - LED BULBS - WW LIFT STATIONS	520-670-6730	DFT0001727	06/09/2020	\$216.00
INV0001920	RHODES CHEMICAL - MOUSE STATION FOOD/BAIT - WW	520-670-6730	DFT0001727	06/09/2020	\$176.48
INV0001920	FAMILY FARM AG - BUG SPRAYER FOR LIFT STATIONS	520-670-6730	DFT0001727	06/09/2020	\$16.42
INV0001920	HOME DEPOT - TOGGLE SWITCH - WWTP	520-670-6730	DFT0001727	06/09/2020	\$9.99
INV0001920	FAMILY FARM AG - SALES TAX CHARGED IN ERROR-CREDIT	520-670-6730	DFT0001727	06/09/2020	-\$1.42
<b>Vendor 01415 - VISA Total:</b>					<b>\$766.69</b>
<b>Vendor: 01429 - VISA</b>					
INV0001921	GOTOMEETING BUS - SALES TAX CHARGED IN ERROR-CREDIT	100-110-6165	DFT0001728	06/09/2020	-\$1.81
INV0001921	ZOOM - FOR BOARD MEETINGS - COVID19	100-110-6165	DFT0001728	06/09/2020	\$65.87
INV0001921	GOTOMEETING BUS - BOARD MEETINGS - COVID19	100-110-6165	DFT0001728	06/09/2020	\$20.81
<b>Vendor 01429 - VISA Total:</b>					<b>\$84.87</b>
<b>Vendor: 01437 - VISA</b>					
INV0001911	FACEBOOK - CENSUS GRANT AD	100-100-7110	DFT0001719	06/09/2020	\$149.98
INV0001911	TWITTER - CENSUS GRANT AD - INV#6271405	100-100-7110	DFT0001719	06/09/2020	\$140.00
INV0001911	TWITTER - CENSUS GRANT AD - INV#6287810	100-100-7110	DFT0001719	06/09/2020	\$20.00
INV0001911	TWITTER - CENSUS GRANT AD - INV#6274172	100-100-7110	DFT0001719	06/09/2020	\$20.00
<b>Vendor 01437 - VISA Total:</b>					<b>\$329.98</b>
<b>Vendor: 01444 - VISA</b>					
INV0001909	AMAZON - DISPOSABLE FACE MASKS FOR MUNICIPAL COURT	100-110-6165	DFT0001718	06/09/2020	\$388.80
INV0001909	AMAZON - DISPOSABLE FACE MASKS FOR MUNICIPAL COURT	100-110-6165	DFT0001718	06/09/2020	\$227.25
INV0001909	LOWES - SNEEZE GUARD SUPPLIES FOR MUNICIPAL COURT	100-110-6165	DFT0001718	06/09/2020	\$123.10
INV0001909	LOWES - SNEEZE GUARD SUPPLIES FOR MUNICIPAL COURT	100-110-6165	DFT0001718	06/09/2020	\$19.98
INV0001909	LOWES - SNEEZE GUARD SUPPLIES - RETURN	100-110-6165	DFT0001718	06/09/2020	-\$4.18
INV0001909	AMAZON - TRAYS FOR MUNICIPAL COURT	100-110-6165	DFT0001718	06/09/2020	\$59.46
INV0001909	KC STAR - MONTHLY DIGITAL SUBSCRIPTION	100-110-7700	DFT0001718	06/09/2020	\$3.99
INV0001909	KS GOV PYMT - CCMFOA ANNUAL MEMBERSHIP	100-300-7700	DFT0001718	06/09/2020	\$76.88
INV0001909	INTERNTL INST OF CLERKS - IIMC ANNUAL MEMBERSHIP	100-300-7700	DFT0001718	06/09/2020	\$170.00
<b>Vendor 01444 - VISA Total:</b>					<b>\$1,065.28</b>
<b>Vendor: 01448 - VISA</b>					
INV0001918	ICMA - ICMA MEMBERSHIP	100-100-7700	DFT0001725	06/09/2020	\$1,088.00
INV0001918	BB's GRILL - USD230 LUNCH-MAYOR,HENDERSHOT,BURTON	100-130-6020	DFT0001725	06/09/2020	\$28.39
<b>Vendor 01448 - VISA Total:</b>					<b>\$1,116.39</b>
<b>Vendor: 01449 - VISA</b>					
INV0001887	DOLLAR GENERAL - FTO BINDERS	100-800-6110	DFT0001690	06/09/2020	\$9.00
<b>Vendor 01449 - VISA Total:</b>					<b>\$9.00</b>
<b>Vendor: 01678 - VISA</b>					
INV0001906	CFS INC-FLOWERS FOR LEO LINE OF DUTY DEATH FUNERAL	100-120-6040	DFT0001709	06/09/2020	\$126.94
<b>Vendor 01678 - VISA Total:</b>					<b>\$126.94</b>
<b>Vendor: 01687 - VISA</b>					
INV0001889	KTA-TURNPIKE FEES- TRAVEL TO TRAINING	100-800-5310	DFT0001691	06/09/2020	\$4.75
INV0001889	ORSCHELN-DOG FOOD FOR K9	100-800-6240	DFT0001691	06/09/2020	\$48.99
INV0001889	SHORT STOP-FUEL FOR TRAINING	100-800-6710	DFT0001691	06/09/2020	\$29.00
INV0001889	BRETS AUTO-FLAT TIRE REPAIR- UNIT 858	100-800-6720	DFT0001691	06/09/2020	\$28.60
INV0001889	BRET'S AUTO-OIL CHANGE UNIT 858	100-800-6720	DFT0001691	06/09/2020	\$32.61
<b>Vendor 01687 - VISA Total:</b>					<b>\$143.95</b>

<u>Payable Number</u>	<u>Description (Item)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 01739 - VISA</b>					
INV0001896	DISC PLAYGROUND SUPPLY - SANITIZER FOR PLAY AREAS	100-110-6165	DFT0001697	06/09/2020	\$273.64
INV0001896	INDUSTRIAL SALES -WTR VALVE KEY FOR CITY PARK PUMP	100-620-6640	DFT0001697	06/09/2020	\$28.38
INV0001896	SMITTY'S - SEAL TO REPAIR SCAG MOWER	100-620-6750	DFT0001697	06/09/2020	\$119.68
INV0001896	CROFT TRAILER - PARTS FOR NEW TRAILER	100-620-6750	DFT0001697	06/09/2020	\$33.41
<b>Vendor 01739 - VISA Total:</b>					<b>\$455.11</b>
<b>Vendor: 01750 - VISA</b>					
INV0001914	AMAZON - INDSTR L SZ SANITIZER - SHIPMENT CANCELED	100-110-6165	DFT0001721	06/09/2020	-\$28.71
INV0001914	AMAZON - FOAMING SANITIZER DISPENSERS (8)	100-110-6165	DFT0001721	06/09/2020	\$25.89
INV0001914	AMAZON - INDUSTRIAL SIZE SANITIZER	100-110-6165	DFT0001721	06/09/2020	\$28.71
INV0001914	AMAZON - INDUSTRIAL SIZE SANITIZER	100-110-6165	DFT0001721	06/09/2020	\$28.87
<b>Vendor 01750 - VISA Total:</b>					<b>\$54.76</b>
<b>Vendor: 01754 - VISA</b>					
INV0001886	OFFICE DEPOT-RETURN TYVEK PPE SUITS-NEVER SHIPPED	100-110-6165	DFT0001689	06/09/2020	-\$349.98
INV0001886	AMAZON-INFRA RED FOREHEAD THERMOMETERS	100-110-6165	DFT0001689	06/09/2020	\$92.88
INV0001886	DOLLAR GENERAL-PD ADMINISTRATIVE SUPPLIES	100-800-6110	DFT0001689	06/09/2020	\$8.40
INV0001886	DOLLAR GENERAL-PD ADMINISTRATIVE SUPPLIES	100-800-6110	DFT0001689	06/09/2020	\$9.95
INV0001886	FAMILY CENTER-KEY COPIES MADE FOR PD EMPLOYEES	100-800-6110	DFT0001689	06/09/2020	\$8.45
INV0001886	OFFICE DEPOT-ADMINISTRATIVE SUPPLIES PD	100-800-6110	DFT0001689	06/09/2020	\$270.09
INV0001886	OFFICE DEPOT-ADMINISTRATIVE SUPPLIES PD	100-800-6110	DFT0001689	06/09/2020	\$10.19
<b>Vendor 01754 - VISA Total:</b>					<b>\$49.98</b>
<b>Vendor: 01755 - VISA</b>					
INV0001899	SAFARILAND LLC-RETENTION CLIP FOR DUTY HOLSTER	100-800-5400	DFT0001720	06/09/2020	\$21.07
INV0001899	HOME DEPOT - 8 WATER JUGS AND A SQUEEGEE	100-800-6110	DFT0001720	06/09/2020	\$65.90
INV0001899	USPS-SENT BODY CAM BACK TO PROVISION	100-800-6140	DFT0001720	06/09/2020	\$9.90
<b>Vendor 01755 - VISA Total:</b>					<b>\$96.87</b>
<b>Vendor: 01782 - VISA</b>					
CM0001888	KU LEO-REFUND TRAINING-FIREARMS SCHOOL	100-800-5310			-\$600.00
INV0001888	PRI MANAGEMENT-RECORDS WEBINAR	100-800-5310	DFT0001700	06/09/2020	\$149.00
INV0001888	PROFESSIONAL TRAINING-DRUG RECOGNITION	100-800-5310	DFT0001700	06/09/2020	\$35.00
INV0001888	AMAZON-CAMERA BATTERY/FLASH DRIVES FOR DETECTIVE	100-800-6150	DFT0001700	06/09/2020	\$91.92
INV0001888	QUALIFICATION TARGETS INC-PD QUALIFICATION TARGETS	100-800-6220	DFT0001700	06/09/2020	\$72.19
INV0001888	HOME DEPOT-CAR WASH SUPPLIES	100-800-6720	DFT0001700	06/09/2020	\$6.97
INV0001888	WALMART-CAR WASH SUPPLIES	100-800-6720	DFT0001700	06/09/2020	\$33.88
<b>Vendor 01782 - VISA Total:</b>					<b>-\$211.04</b>
<b>Vendor: 01848 - VISA</b>					
INV0001893	HOME DEPOT - KEY TAGS	100-640-6110	DFT0001693	06/09/2020	\$5.46
INV0001893	HOME DEPOT - COLD PATCH	100-640-6630	DFT0001693	06/09/2020	\$137.50
INV0001893	DOLLAR GENERAL - SPRAYERS FOR CRACK SEALING	100-640-6660	DFT0001693	06/09/2020	\$24.00
<b>Vendor 01848 - VISA Total:</b>					<b>\$166.96</b>
<b>Vendor: 01849 - VISA</b>					
INV0001895	BULL CREEK - HAND SANITIZER	100-110-6165	DFT0001695	06/09/2020	\$60.00
<b>Vendor 01849 - VISA Total:</b>					<b>\$60.00</b>
<b>Vendor: 01857 - VISA</b>					
INV0001892	USPS - POSTAGE FOR BACT SAMPLE	510-660-6140	DFT0001692	06/09/2020	\$26.75
INV0001892	USPS - POSTAGE FOR BACT SAMPLE	510-660-6140	DFT0001692	06/09/2020	\$27.15
INV0001892	HOME DEPOT - 20V/ CORDLESS HAND TOOLS	510-660-6660	DFT0001692	06/09/2020	\$1,102.29
<b>Vendor 01857 - VISA Total:</b>					<b>\$1,156.19</b>
<b>Vendor: 01505 - WITHHOLDING TAX</b>					
INV0001881	KANSAS WITHHOLDING TAX	100-2100	DFT0001685	06/05/2020	\$4,654.87
INV0001881	KANSAS WITHHOLDING TAX	510-2100	DFT0001685	06/05/2020	\$198.40
INV0001881	KANSAS WITHHOLDING TAX	520-2100	DFT0001685	06/05/2020	\$227.48
<b>Vendor 01505 - WITHHOLDING TAX Total:</b>					<b>\$5,080.75</b>
<b>Grand Total:</b>					<b>\$587,790.38</b>

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: GLENDA GERRITY  
MEETING DATE: JUNE 25, 2020  
DATE: JUNE 18, 2020

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**Consent Item:** Consideration of Special Event Permit – Sunflowers to Roses Bike Ride Rest Stop

**Issue:** Sunflowers to Roses is a non-profit organization that hosts an annual bicycle ride. The ride travels through Spring Hill and includes a rest stop at the City Park on Sunday, August 2, 2020, 7:00am set-up, riders arrive at 9:00am to 2:00pm. This event requires a Special Event Permit.

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

**Analysis:** The Spring Hill Park & Street Department, Spring Hill Police Department and Johnson County Fire District No. 2 reviewed the documents with no comments. The event includes a rest stop at the City Park for bicyclists. The applicant requests to use the water spigot at the park to fill their water coolers for the riders. The Parks Department has previously assisted with this request and will be available the day of the event. The applicant works closely with the local police departments and monitors the weather closely. The ride organizers make appropriate plans to keep the participants safe. Everyone who participates in the event signs a waiver prior to participating in the ride.

**Legal Review:** The insurance requirements have been met.

**Recommendation:** Request that the City Council approve the Special Event Permit for the Sunflowers to Roses Bike Ride Rest Stop at City Park, Sunday, August 2, 2020, 9:00am – 2:00pm, with set-up beginning at 7:00am.

**Attachments:** Application and Permit

## SPECIAL EVENT APPLICATION

Name of Event: Sunflowers to Roses Bike Ride

Name of Business/Sponsor/Organization: Sunflowers to Roses

Type of Event: cycling event

Address / Vicinity of Proposed Event /Route: Bike Route Goes Through Springhill, Rest stop at Park.

Application Date: 06/01/2020 Start Date: Sunday, Aug 2<sup>2020</sup> End Date: Sunday, Aug 2, 2020

Hours of Event: 7:00 a.m - 2:00 pm (Time at Springhill Park)

### APPLICANT / AUTHORIZED REPRESENTATIVE

Name: Karla Nichols, Executive Director, Cancer Action

Address: 10520 Barkley, Ste. 100 City: Overland Park, KS Zip: 66211

Phone: 913-642-8885 Fax: 913-642-8886 Email: Karlan@canceractionkc.org

### PROPERTY OWNER

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### EVENT SUPERVISOR (If other than the applicant)

Name: Dennis Case, Sunflowers to Roses

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: 913-633-1382 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### ATTACHMENTS INCLUDED:

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

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

Karla Nichols  
APPLICANT'S SIGNATURE

06/01/2020  
DATE

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

Event name: Sunflowers To Roses Bike Ride

Event location: Springhill Park - Rest Stop

Event date: Sunday, August 2, 2020

Contact person: Karla Nichols / Dennis Case (913-633-1382)

Contact person phone number: KM- 913-642-8885-office; cell 816-668-5096

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

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

If used, each food vendor must:

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

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

Date: 6/01/2020

Signed: Karla Nichols

**Attachment for Special Events Application: Springhill Park**

Sunflowers to Roses is a non-profit organization that hosts a bike ride each year. Funds from the ride support Cancer Action, a local cancer-serving organization that provides support and services for families facing a diagnosis of cancer. We have used the beautiful park in Springhill as one of our rest stops for the past several years and would like to use it again this year. The Parks & Rec Department have been great to work with in planning for the event. One of staff member even volunteers his time for that day. This year, Sunflowers to Roses Bike Ride is on **Sunday, August 2nd**.

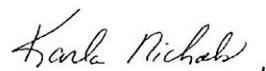
We anticipate around 300 riders this year. We will be following the guidelines and orders in place by local authorities regarding COVID-19. All the food served will be prepackaged for safety. All participants will be signing a waiver regarding COVID-19 before being allowed to participate in the event.

We are usually at the park early in the morning (around 7:30 a.m.) to set-up and prepare for riders. Riders begin to arrive around 9 a.m. and we are usually cleaned up and out of the park by 2 p.m. We use the picnic tables and the water spigot available for us to fill our water coolers. We make sure the trash is picked up and in containers and leave the park in good shape when we are finished.

Sunflowers to Roses provides insurance for the ride. We will have a certificate for Springhill as we have had in past years. We work closely with local police departments and monitor the weather conditions to ensure a safe ride. If dangerous storms in the area the ride organizers make appropriate plans to keep the participants safe. Everyone who participates in the event signs a waiver prior to participating in the ride.

We look forward to our ride this year and working with the staff at Spring Hill Parks & Rec to help make it a fun, safe and successful event. Please don't hesitate to call me with any questions you may have. Thank you for your assistance and kind consideration of this request.

Most sincerely



Karla Nichols  
Executive Director  
Cancer Action  
Sunflowers to Roses Planning Committee Member





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2020

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

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

<b>PRODUCER</b> McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138		<b>CONTACT NAME:</b> Meg Stanley <b>PHONE (A/C, No, Ext):</b> (641) 842-2135 <b>E-MAIL ADDRESS:</b> meg@mckayinsagency.com <b>FAX (A/C, No):</b> (641) 828-2013																						
<b>INSURED</b> Silent Sports Association - NBTS SE Sunflowers to Roses Organization, Inc. PO Box 26222 Overland Park KS 66213		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td>Gerber Life Insurance Company</td> <td>70939</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston Insurance Company	35378	INSURER B:	Gerber Life Insurance Company	70939	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: CL2052258216

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			3607AH010099-2	08/01/2020	08/02/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Includes Athletic						MED EXP (Any one person) \$ Excluded
	<input type="checkbox"/> Participants						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	GENERAL AGGREGATE \$ 2,000,000						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
B	Accident Medical			15-070944-19	08/01/2020	08/02/2020	Excess \$25,000 Deductible \$250

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

S2R Bike Tour: August 1, 2020. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

**CERTIFICATE HOLDER****CANCELLATION**

City of Spring Hill 401 N Madison  Spring Hill KS 66083	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# S2R 34 Mile Route - TURN BY TURN

## OUT:

Left on Flint  
Left on 133<sup>rd</sup>  
Left on Quivira  
Right onto 151st St  
Left onto S Pflumm Rd  
Right onto Access Rd into Heritage Park  
Curve around lake up the hill and the  
**Rest Stop** will be on your right

Continue to the right out of the rest Stop  
through the park

Left onto S Lackman Rd  
Right on 167<sup>th</sup>  
Go straight at ALL round-about on 167th  
**Left onto S Ridgeview Rd**  
**Right onto W 207th St**  
**Left onto N Webster St**  
**Right onto W North St**  
**Left onto N Washington St**  
**Rest stop** will be on your right at the park

**Be sure to say Hello to our volunteers from  
Cancer Action in Spring Hill!!!!**

## RETURN:

**Return left out of the park on Washington St**  
**Turn Right onto North St**  
**Left onto N Webster St**  
**Right onto W 207th St**  
Left onto S Renner Rd  
Right onto W 199th St  
Left onto S Lackman Rd  
**Rest stop** at Fire Station

Turn right out of the Fire Station  
Head North on Lackman  
Right onto W 183rd St  
W 183rd St turns left and becomes S Quivira  
Rd  
Go Straight at 179<sup>th</sup>  
Turn Right onto W 175th St  
Left onto S Switzer Rd  
Left onto W 133rd St  
Left onto Flint Rd  
Finish at Erik's Bike & Board

## S2R Bike Tour - 55/65 TURN BY TURN

Left on Flint  
Left on 133<sup>rd</sup>  
Left on Quivira  
Right onto 151st St  
Left onto S Pflumm Rd  
Right onto Access Rd into Heritage Park  
Curve around lake up the hill and the  
**Rest Stop** will be on your right  
Continue to the right out of the rest Stop  
through the park

Left onto S Lackman Rd  
Right on 167<sup>th</sup>  
Go straight at ALL round-abouts on 167th  
Left onto S Ridgeview Rd  
Right onto W 207th St  
Left onto N Webster St  
Right onto W North St  
Left onto N Washington St  
**Rest stop** will be on your right at the park

Turn Right (South) out of rest stop on  
Washington  
Left onto W South St  
Right onto S Webster St  
Right onto W 223rd St  
Turn Left on Gardner Road  
Gardner curves and becomes a few different  
roads - continue to 255th/Lake Road  
Turn Right on 255th/Lake Road  
**Rest stop** at Hillsdale Lake Corp of Engineers

**TURN AROUND FOR 55 (see \*\* for  
continued direction)**

**For 65 –**

Turn Right out of rest stop  
Turn Right into Campgrounds  
Left onto Jayhawker Rd toward State  
Campground Rd  
Circle around the campground to the BEACH  
Turn around at the beach  
Continue back onto Jayhawker Rd  
Turn Right onto campground road  
Left onto Lake Rd

**Rest stop** at Hillsdale Lake Corp of Engineers  
again

**\*\* (PICK UP FOR 55 and 65)\*\***

Turn left onto Lake Rd  
Continue onto W 255th St  
Left onto Old Kansas City Rd/Old Kc Rd  
Right onto W 223rd St  
Left onto S Webster St  
Left onto W South St  
Right onto S Washington St  
**Rest Stop** at Spring Hill Park

Return left out of the park on Washington St  
Turn Right onto North St  
Left onto N Webster St  
Right onto W 207th St  
Left onto S Renner Rd  
Right onto W 199th St  
Left onto S Lackman Rd  
**Rest stop** at Fire Station

Turn right out of the Fire Station  
Head North on Lackman  
Right onto W 183rd St  
W 183rd St turns left and becomes S Quivira Rd  
Go Straight at 179<sup>th</sup>  
Turn Right onto W 175th St  
Left onto S Switzer Rd  
Left onto W 133rd St  
Left onto Flint St  
**Finish** at Erik's Bike & Board

**INDEMNIFICATION STATEMENT [Waiver of Liability]**

INTERMEDIATE FORM:

COMPARATIVE FORM INDEMNITY OBLIGATION WITH DEFENSE OBLIGATION

To the fullest extent permitted by law,

Sunflowers to Roses [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the city of Spring Hill, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the conduct or management of the Special Event, known as

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

Date: 6-17-20

Dennis Case  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

STATE OF Kansas )

COUNTY OF Johnson ) ss:

BE IT REMEMBERED that on this 17 day of June, 2022, before me, the undersigned, a notary public in and for the County and State aforesaid, came Dennis Case (Name) President of Sunflowers to Roses, who is personally known to me to be (Official Capacity) (Business/Sponsor/Organization), who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said entity and such person duly acknowledged the execution of the same to be the voluntary act and deed of said entity.

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

Jordan Rae Schlotzauer  
\_\_\_\_\_  
Notary Public  
(SEAL)

My Commission Expires: 10/31/2022

JORDAN RAE SCHLOTZAUER  
Notary Public-State of Kansas  
My Appt. Expires 10/31/22



## CERTIFICATE OF EVENT APPROVAL

Special Event: Rest Stop at City Park for Sunflowers to Roses Bike Ride

Sponsoring Organization: Sunflowers to Roses

Event Supervisor: Dennis Case

Event Supervisor Telephone Number: 913-633-1382

Date and Times of Event: August 2, 2020, setup 7:00am; riders arrive around 9:00am;  
out of park by 2:00pm

Location of Event: Rest Stop at City Park; route throughout Spring Hill

Type of Event: Rest Stop for Bicyclists

Route (if applicable): Turn by Turn Directions attached

Additional Comments or Conditions: The applicant/organizers will work with the Spring Hill Parks Department regarding water use at the City Park.

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

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

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

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

Issue by:

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

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

Attest:

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

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY

SUBMITTED BY: PAT BURTON, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JUNE 24, 2020

DATE: JUNE 18, 2020

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**Formal Action:** An action to authorize the Mayor to execute an Improvement Agreement relating to USD 230 Middle School #3 at Estates of Wolf Creek.

**Issue:** The Spring Hill Subdivision Regulations require an improvement agreement to be submitted along with a final plat. The improvement agreement is to be reviewed and approved by the City Attorney and City Engineer

**Background:** Staff has been working with USD230 staff to develop an Improvement Agreement for USD 230 Middle School #3. In addition, the amount of infrastructure work at the site that is usually addressed in an improvement agreement is very minimal. As a result, the improvement agreement will much less involved than agreements for larger developments.

**Analysis:** Recent communication with USD230 staff revealed they are still reviewing the draft improvement agreement. Staff anticipates the agreement to be approved by USD 230. Staff will provide copies of the approved agreement prior to the meeting and will review the contents of the document at the meeting. In the event the agreement is not ready for consideration by the Governing Body, staff will report this and provide options to be considered.

**Alternatives:** Approval, denial, table the agenda item, remand for further study

**Legal Review:** City Attorney, Frank Jenkins will review the Improvement Agreement prior to the

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

**Recommendation:** Staff recommends authorizing the Mayor to execute the Improvement Agreement relating to USD 230 Middle School #3 located in the Estates of Wolf Creek subdivision.

**Attachments:** none (to be provided at or prior to meeting)

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY

SUBMITTED BY: PATRICK BURTON, DIRECTOR OF COMMUNITY DEVELOPMENT

MEETING DATE: JUNE 25, 2020

DATE: JUNE 10, 2020

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**Formal Agenda:** Final Plat, Spring Hill Middle School #3, PLAT-000016-2020

**Issue:** School District USD 230 has submitted a final plat application for Spring Hill Middle School #3.

**BACKGROUND:** The applicant USD230 working with the design team lead by the RIC, has submitted an application for final plat approval for a middle school to be located at 18685 W. 191<sup>st</sup> St., at approximately 191<sup>st</sup> Street and Ridgeview Rd in Estates of Wolf Creek. The plat contains 1 lot with a gross area of 34.60 acres and is zoned RP-1

Copies of the plat were distributed to various city departments as well as key consultants and utility providers to submit comments on the plat. Comments from these individuals and firms were considered by staff and implemented into the plat as applicable.

The Planning Commission held the required public hearing and unanimously voted to approve the preliminary plat on June 4, 2020. The PC then reviewed the final plat and again voted unanimously to recommend approval of the plat.

**Analysis:** The final plat contains all required information and properly reflects the approved preliminary plat.

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

**Legal Review:** N/A

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

**Recommendation:** Staff and the Spring Hill Planning Commission recommends approval of Spring Hill Middle School #3 final plat PLAT-000016-2020.

**Attachments:** Planning Commission minutes, June 4, 2020  
Staff Report, Final Plat, PLAT-000016-2020  
Final Plat

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

**Temporary changes due to COVID-19.** — Attendance at meetings was limited to 10 individuals including Commissioners and staff. Public comments, for agenda items only, must be submitted in writing by noon on the day of the meeting to [planning@springhillks.gov](mailto:planning@springhillks.gov). There were no comments received. Public access to the meeting was available via phone or by a link that was provided at the City of Spring Hill website [www.springhillks.gov](http://www.springhillks.gov).

## City of Spring Hill, Kansas Minutes of Planning Commission Regular Session June 4, 2020

A Regular Session of the Planning Commission was held by way of Zoom under the temporary meeting protocol on June 4, 2020. The meeting convened at 7:06 p.m. with Chairman Stephen Sly presiding, and Amy Long, Planning Secretary recording.

Commissioners in attendance: Stephen Sly  
Cindy Squire  
Mary Dobson  
Troy Mitchell  
Janell Pollom – logged in at 7:22  
Roger Welsh, II  
Josh Erhart

Commissioners absent: Mike Denny

Staff in attendance: Patrick Burton, Director of Community Development  
Amy Long, Planning Secretary  
Antwone Smoot, I.T.

### PLEDGE OF ALLEGIANCE

### 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. Erhart seconded by Mr. Welsh to approve the agenda with deletion of Agenda Item No. 10.  
**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Squire-Aye; Erhart-Aye  
**Motion carried 6-0-0**

### CITIZEN PARTICIPATION

Under Temporary Meeting Protocol, only participation is with items on the Agenda.

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

## FORMAL COMMISSION ACTION

### 5. Final Plat (PLAT-00016-2020) – Spring Hill Middle School #3

*Beginning of Staff Report*

*End of Staff Report*

Mr. Erhart recused himself from this agenda item.

Mr. Mitchell disclosed his wife is a member of the school board, but it will not interfere with his ability to make a decision.

Mr. Sly disclosed his wife works for the school district and lives in the Estates of Wolf Creek, but it will not affect in any way his decision with voting.

Ms. Pollom disclosed she works for the school district and does not believe it will affect how she votes.

Ms. Squire disclosed she works for the school district, but it will affect how she votes.

Mr. Patrick Burton presented the staff report as outlined above.

**Motion by** Ms. Squire seconded by Mr. Mitchell to approve the Final Plat (PLAT-000016-2020) for Spring Hill Middle School #3 as presented by staff.

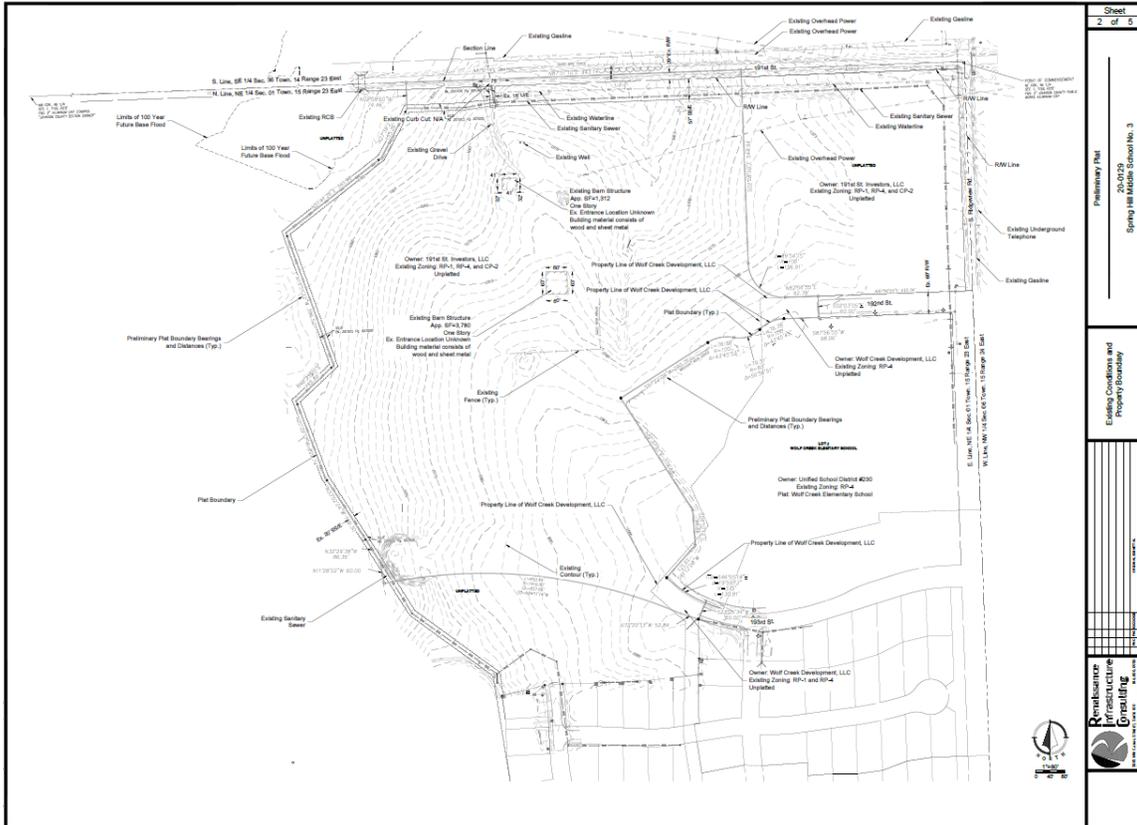
**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Pollom-Aye, Squire-Aye, Erhart-Abstain

**Motion carried 6-0-1**





# PRELIMINARY PLAT



**BACKGROUND:**

The applicant, RIC – Chip Corcoran and owner, USD#230, has submitted an application for a Final Plat of Spring Hill Middle School #3.

The Planning Commission approved the Preliminary Plat of Spring Hill Middle School #3.

**STAFF COMMENT:**

Spring Hill Middle School #3 plat consists of 1 lot. Staff offers the following review per Section 17.372.D of the Spring Hill Subdivision Regulations:

1. Separate drawings of profiles and cross section of streets and public use areas are to be forwarded to the City Engineer for review.
2. Staff has verified the person or persons name on the plat are the owner(s) of the area subject to the final plat.
3. Staff has verified all due or unpaid taxes have been paid in full.
4. Adequate control of storm water through appropriate BMP's will be detailed on drawings submitted to the City Engineer for approval and will address the City Engineer comments regarding the drainage study.
5. Erosion control shall be installed and maintained per City Standards.
6. Construction refuse will be disposed of in an appropriate manner.
7. Must comply with erosion control standards throughout the development and construction of the improvements and home construction.

8. Park Fees: The total project meets the requirements for open space; therefore, park fees are not applicable.
9. The required Improvement Agreement is being prepared by staff and will be forwarded to the applicant, City Engineer and City Attorney for review and approval. This Agreement will be signed, and applicable excise tax paid by the applicant prior to consideration of the final plat by the Governing Body. All required bonds and insurance documents would be submitted to the City prior to issuance of a Notice to Proceed from the City Engineer.
10. The review comments from the government agencies, consultants and utility providers have been implemented as applicable. The applicant and their engineer have addressed all of the provided comments. Additional easements may be required to accommodate the improvements.
11. The plat conforms to the Property Development Standards addressed in Section 17.338.A, size of lots and setbacks. Maximum height and building setbacks will be addressed during the building permit issuance process for approval.
12. The City will provide sewers, and WaterOne will provide water to the subdivision.
13. The proposed final plat and subdivision complies with the Comprehensive Plan.
14. The Proposed final plat is in substantial compliance with the approved preliminary plat.
15. If plat is for a school, a CUP is required.

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

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

**RECOMMENDATION:**

Staff recommends approval of the Final Plat (PLAT-000016-2020), Spring Hill Middle School #3 of Spring Hill, KS, Johnson County, KS, Subject to:

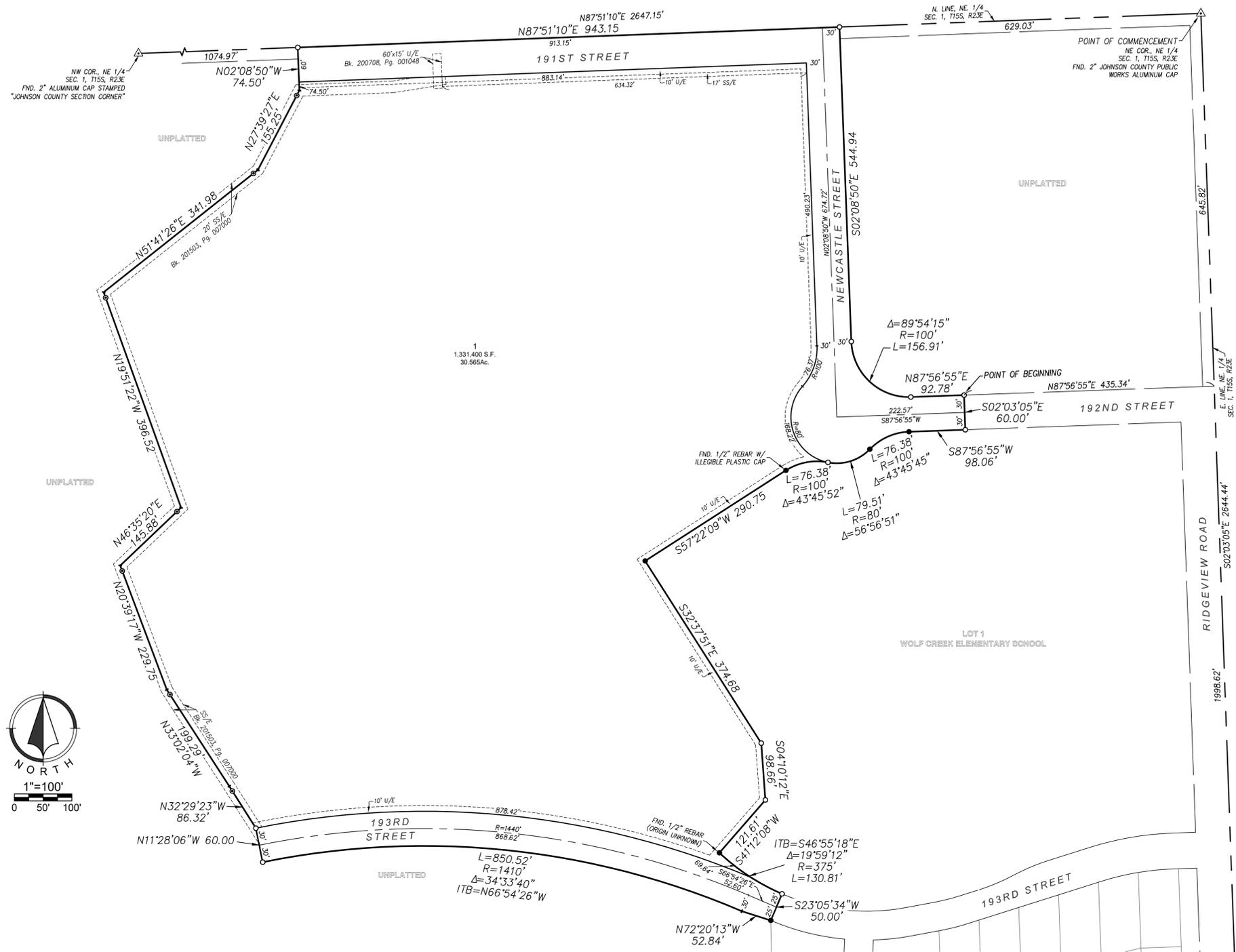
*Suggested Motion: Move to recommend approval of Final Plat application PLAT-000016-2020 for Spring Hill Middle School #3, as presented in the staff report.*

Attachments: 1. Final Plat

# FINAL PLAT

## USD 230 MIDDLE SCHOOL No. 3

A SUBDIVISION IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS



**DESCRIPTION**

All that part of the Northeast Quarter of Section 1, Township 15 South, Range 23 East, of the Sixth Principal Meridian, in the City of Spring Hill, Johnson County, Kansas, being described as follows:

COMMENCING at the Northeast Corner of said Northeast Quarter; thence South 02°02'05" East, along the East Line of said quarter section, a distance of 645.82 feet to the Northeast Corner of WOLF CREEK ELEMENTARY SCHOOL, a platted subdivision of land in the City of Spring Hill, Johnson County, Kansas; thence along the northerly, westerly, and southerly lines of said WOLF CREEK ELEMENTARY SCHOOL subdivision for the following Twelve (12) described courses; thence South 87°56'55" West, and also being along the North Line of 192nd Street, as now established, a distance of 435.34 feet to the TRUE POINT OF BEGINNING of land being described; thence South 02°03'05" East, along the West Line of said 192nd Street, a distance of 60.00 feet; thence South 87°56'55" West, a distance of 98.06 feet; thence westerly and southwesterly along a curve to the left, said curve being tangent to the last described course and having a radius 100.00 feet, a central angle of 43°45'45", and an arc length of 76.38 feet to a point of reverse curve; thence southwesterly and westerly along said curve to the right, said curve having a radius of 80.00 feet, a central angle of 56°56'51", and an arc length of 79.51 feet to a point of reverse curve; thence westerly and southwesterly along said curve to the left, said curve having a radius of 100.00 feet, a central angle of 43°45'45", and an arc length of 76.38 feet; thence South 57°22'09" West, a distance of 290.75 feet; thence South 32°37'51" East, a distance of 374.68 feet; thence South 04°10'12" East, a distance of 98.66 feet; thence South 41°12'08" West, a distance of 121.61 feet; thence southeasterly along a curve to the left, said curve having an initial tangent bearing of South 46°55'18" East, a radius of 375.00 feet, a central angle of 19°59'12", and an arc length of 130.81 feet to the Northwest Corner of ESTATES OF WOLF CREEK, a platted subdivision of land in the City of Spring Hill, Johnson County, Kansas, said point also being the Northwest Corner of 193rd Street, as now established; thence South 23°05'34" West, along the westerly line of said ESTATES OF WOLF CREEK subdivision, and also being along the West Line of said 193rd Street, a distance of 50.00 feet; thence North 72°20'13" West, a distance of 52.84 feet; thence northwesterly and westerly along a curve to the left, said curve having an initial tangent bearing of North 66°54'26" West, a radius of 1,410.00 feet, a central angle of 34°33'40", and an arc length of 850.52 feet; thence North 11°28'02" West, a distance of 60.00 feet to a point on the centerline of a 20 foot wide Permanent Sanitary Sewer Easement, said easement being recorded in the Johnson County Kansas Register of Deeds Office on March 23, 2015 in Book 201503 at Page 00700; thence along said centerline of said Permanent Sanitary Sewer Easement for the following Seven (7) described courses; thence North 32°29'23" West, a distance of 86.32 feet; thence North 33°02'04" West, a distance of 199.29 feet; thence North 20°39'17" West, a distance of 229.75 feet; thence North 46°35'20" East, a distance of 145.88 feet; thence North 19°51'22" West, a distance of 396.52 feet; thence North 51°41'26" East, a distance of 341.98 feet; thence North 27°39'27" East, a distance of 155.25 feet; thence departing said centerline of said Permanent Sanitary Sewer Easement, North 02°08'50" West, a distance of 74.50 feet to a point on the North Line of said Northeast Quarter; thence North 87°51'10" East, along said North Line, a distance of 943.15 feet; thence South 02°08'50" East, a distance of 544.94 feet; thence southerly, southeasterly, and easterly along a curve to the left, said curve being tangent to the last described course, having a radius of 100.00 feet, a central angle of 89°54'15", an arc length of 156.91 feet; thence North 87°56'55" East, a distance of 92.78 feet to the POINT OF BEGINNING, containing 1,505,389 square feet or 34,559 acres, more or less, subject to rights-of-way and easements of record.

**CONSENT TO LEVY**

The undersigned proprietor of the above described tract of land hereby agrees and consents and agrees that the governing body of any special assessment district shall have the power to release such land proposed to be dedicated for streets and roads, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated road or street.

**EXECUTION**

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

191st Investors LLC & Wolf Creek Development, LLC

Bob Garver, Manager

STATE OF KANSAS )  
                                  ) SS  
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me a Notary Public in and for said County and State, came Bob Garver, Manager of 191st Investors LLC & Wolf Creek Development, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**APPROVALS**

APPROVED by the Planning Commission of the City of Spring Hill, Johnson County, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Stephen Sly, Planning Commission Chairperson

APPROVED by the Governing Body of the City of Spring Hill, Johnson County, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Steven M. Ellis, Mayor

Glenda Gerrity, City Clerk

**DEDICATION**

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as:

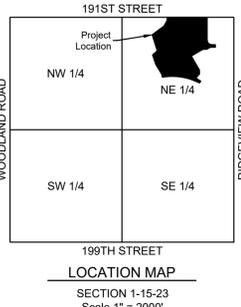
"USD 230 MIDDLE SCHOOL NO. 3"

The proprietors, successors, and assigns, of property described on this plat hereby dedicate for public use all land described on this plat as streets or public ways not heretofore dedicated. Acceptance of the dedication of land for public right-of-way purposes described on this plat is for the sole purpose of maintaining right-of-way, and does not constitute acceptance of any terms or conditions set forth in any agreement not shown on this plat.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "UIE" is hereby granted to the City of Spring Hill, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the City of Spring Hill, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

I hereby certify that this Subdivision Plat is based upon an actual survey completed on the ground by me or under my direct supervision and that said survey meets or exceeds the current Kansas Minimum Standards For Boundary Surveys as established by the Kansas Board of Technical Professions, and that said survey is true and correct to the best of my professional knowledge and belief.



- LEGEND:**
- ▲ FOUND SECTION CORNER AS NOTED
  - FOUND 1/2" REBAR W/ CAP, "HELPS CORP L582", UNLESS OTHERWISE NOTED
  - SET 1/2" X 24" REBAR WITH RIC
  - ⊙ MOCLS2011003572 KSCLS234 CAP
  - ⊙ SET 1/2" X 24" REBAR WITH RIC
  - ⊙ MOCLS2011003572 KSCLS234 CAP, ON LINE AT A 10' OFFSET (SEE PROPERTY NOTE)
  - L LENGTH OF CURVE
  - R RADIUS OF CURVE
  - Δ DELTA
  - ITB INITIAL TANGENT BEARING
  - SS/E SANITARY SEWER EASEMENT
  - U/E UTILITY EASEMENT

**PROPERTY NOTE:**

The westerly plat line follows the center line of an existing sanitary sewer easement. Plat corners along the westerly plat line, that fall on existing sanitary sewer manhole lids, were set with witness corners at 10' offsets, on line and south of the actual plat corner.

**NOTES:**

Basis of Bearings: South 02°03'05" East, along the East line of Section 1, T15S, R23E as the township plat completed by Payne & Brockway and dated February 16, 2001, referenced to the Kansas State Plane Coordinate System, North Zone (NAD 83).

**CLOSURE CALCULATIONS:**

Precision, 1 part in: 583052.274  
Error distance: 0.010'  
Error direction: N57°37'55"W  
Perimeter: 5787.45'

All bearings and distances shown on this plat are platted and measured unless otherwise noted.

Flood Plain Note: The subject property lies within two F.E.M.A. Flood Insurance Rate Maps. According to the F.E.M.A. Flood Insurance Rate Map Number 20091C0139C, revised August 3, 2009 and Flood Insurance Rate Map Number 20091C0124C, revised August 3, 2009, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain.

**USD 230 MIDDLE SCHOOL No. 3**

Prepared For:  
Bob Garver  
191st Investors LLC  
3288 S Avenue C  
Salina, KS 67401

Date of Preparation:  
March 3, 2020

132 Abbie Avenue  
Kansas City, Kansas 66103  
913.317.9500  
www.ric-consult.com

Brent E. Thompson, Kansas LS-1277  
bthompson@ric-consult.com

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR  
MEETING DATE: JUNE 25, 2020  
DATE: JUNE 12, 2020

---

**Consent Agenda:** An action to authorize the Mayor to accept CDBG funds for the 2020 CDBG Sanitary Sewer I/I project.

**Issue:** The City of Spring Hill has been awarded CDBG funds in the amount of \$140,000 for the Sanitary Sewer I/I Project. An Agreement has been received from Johnson County, the grant administrator, and the Mayor is required to sign this Agreement accepting the terms of the grant.

The Agreement also requires the Mayor authorize a city staff member to sign Reimbursement Requests on behalf of the City.

**Background:** In May 2019 staff requested approval from the City Council to submit a CDBG application in the amount of \$200,000 the Sanitary Sewer I/I project. The application was approved in the amount of \$153,874 and has now been funded by the United States Department of Housing and Urban Development (HUD). Johnson County administers the grant by entering into “Subrecipient Agreements” with selected jurisdictions receiving funds.

**Analysis:** Staff and the City Attorney have reviewed the Agreement and find it acceptable.

**Alternatives:** Approval, denial, remand for further study

**Legal Review:** The City Attorney has reviewed and approved the Agreement.

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

**Recommendation:** Staff recommends authorizing the Mayor to accept CDBG funds in the amount of \$153,874 with his signature on the Subrecipient Agreement with Johnson County, and designate Jim Hendershot as authorized signatory for reimbursement requests.

**Attachments:** Subrecipient Agreement  
2020 Authorized Signature Form, JOCO CDBG

## SUBRECIPIENT AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF SPRING HILL, AND JOHNSON COUNTY, KANSAS, A CDBG URBAN COUNTY, FOR THE ESTABLISHMENT AND DEVELOPMENT OF COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS (CFDA No. 14.218), PROJECT NUMBER 2020-24.

THIS SUBRECIPIENT AGREEMENT is made and entered into by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as "County" and the City of Spring Hill hereinafter referred to as "Subrecipient".

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, pursuant to said Grant Agreement the County is obligated to require the compliance with certain terms and conditions therein by any third-party with whom the County contracts for the use of funds provided thereby; and

WHEREAS, pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended, the County has authorized the use of funds provided in conjunction with said Grant Agreement for a Community Development Block Grant (CDBG) project to be administered by the Subrecipient; and

WHEREAS, said CDBG project has been determined by the County to meet the national objective of benefiting low- and moderate-income persons; and

WHEREAS, said CDBG project has been determined by the County to be an eligible **Public Facilities and Improvements** project, under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the County requires, as a condition precedent to the County's requesting from HUD a release of funds for said CDBG project, the execution of this Subrecipient Agreement;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises, covenants, conditions, and agreements hereinafter set forth, it is agreed by the parties hereto as follows:

### Article I Statement of Work

- A. The Subrecipient agrees to perform or carry out the Project described in Subrecipient's Application for funding, May 9, 2019 and incorporated herein by reference and on file in the County's Community Development office. The Subrecipient will use CDBG funds "for sewer lining and manhole rehabilitation."
- B. Subject to the provisions of Article III, General Terms and Conditions, of this Subrecipient Agreement, the County agrees to provide funding to the Subrecipient in an amount not to exceed **\$153,874.00**.
- C. The County shall not authorize the Subrecipient to draw on funds unless said funds are to provide payment for work, as set forth in the Subrecipient's Application. The authorization provided by this section shall be limited by the amount established in Article I. B.
- D. The period of performance for activities assisted by this Subrecipient Agreement shall commence

on January 1, 2020 and be completed by December 31, 2020, except for those activities required for project closeout.

E. Reports

1. The Subrecipient agrees to submit quarterly progress reports on a form supplied by the County. These reports are due in the County's Community Development office on April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>.
2. The Subrecipient further agrees to submit a completed Project Beneficiary Information form for the full program year, supplied by the County's Community Development office, for any activity remaining open at the end of the 2020 grant year. This report is due in the County's Community Development office on January 4, 2021.

- F. If it is known or anticipated that the activity funded by this grant will not be closed out by December 31, 2020, a request for an extension must be made in writing to the County's Community Development Coordinator. The request will explain the reason(s) why the activity will not be completed by December 31, 2020 and provide a firm timeline for completion. If a request for an extension is not submitted, no future reimbursements will be made until a request for an extension is submitted. The request must be received by December 4, 2020 and signed by the Mayor of the City.

## Article II Definitions

Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein. Further definitions are as follows:

- A. **"Application"** means all papers, documents, exhibits, maps, etc., submitted by the Subrecipient's Project as part of the County's CDBG Program, and any amendments, supplements, or revisions thereto submitted prior to the County seeking from HUD a release of funds for said projects.
- B. **"Assistance"** means the grants and any loans secured by loan guarantees provided under this Subrecipient Agreement.
- C. **"Assurances"** means the same certifications and assurances submitted by the County with its grant application pursuant to the requirements of 24 CFR Part 570.
- D. **"Program"** means the Community Development Block Grant programs, projects, or other activities, including the administration thereof, with respect to which Assistance is being provided under this Subrecipient Agreement.
- E. **"Program Income"** means gross income received by the Subrecipient directly generated from the use of CDBG funds.
- F. **"Project"** means the activities outlined by the Subrecipient's Application and published by the County in its 2020 Action Plan for uses of Community Development funds.
- G. **"Subrecipient"** means each entity that receives funding pursuant to this Subrecipient Agreement.

## Article III General Terms and Conditions

Upon execution of this Subrecipient Agreement, the County agrees to provide to the Subrecipient authorization to draw upon funds provided to the County pursuant to a Grant Agreement between the

County and HUD, provided, no draft shall be honored by the County until HUD has released funds for Subrecipient's CDBG Project. Said authorization shall be subject to the terms and conditions of this Subrecipient Agreement, any applicable laws, regulations and requirements of HUD, which are now or hereafter in effect, and all rules, regulations and requirements issued by the County.

The Subrecipient agrees that notwithstanding any other provision of this Subrecipient Agreement, any requirements of amendments to Title I of the Housing and Community Development Act of 1974, as amended, which supersede or are not provided for in the HUD program regulations shall govern the use of the Assistance provided until revised regulations implementing such requirements are published for effect.

#### **Article IV Federal Regulations and Requirements**

The Subrecipient shall provide to the County all Assurances and Certifications required of the County by HUD. This shall include assurances that the Subrecipient certifies that this grant will be conducted and administered in conformity with the following laws and requirements.

**A. Affirmatively Furthering Fair Housing (24 CFR Part 570, Subpart K, 570.601)**

The Subrecipient shall comply with Public Law 88-352 and Public Law 90-284 and Executive Order 11063, as amended by Executive Order 12259.

**B. Nondiscrimination (24 CFR Part 570, Subpart K, 570.602)**

The Subrecipient shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state or local law, rule or regulation governing nondiscrimination.

**C. Labor Standards (24 CFR Part 570, Subpart K, 570.603)**

The Subrecipient shall comply with Section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work, that is valued in excess of \$2,000, assisted under this Subrecipient Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 USC 276a to 276a-5) and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards. Residential rehabilitation in structures with less than eight (8) units is exempted from these labor standards.

**D. National Flood Insurance Program (24 CFR Part 570, Subpart K, 570.605)**

The Subrecipient shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with Assistance provided under this Subrecipient Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with Assistance provided under this Subrecipient Agreement.

**E. Displacement, Relocation, Acquisition, and Replacement of Housing** *(24 CFR Part 570, Subpart K, 570.606)*

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990, as amended:

The Subrecipient agrees for the duration of this Subrecipient Agreement to:

1. Ensure that owners of real property acquired for federal and federally assisted projects are treated fairly and consistently; encourage and expedite acquisition by agreements with such owners; minimize litigation and relieve congestion in the courts; and promote public confidence in federal and federally-assisted land acquisition programs; and
2. Comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1990 ("the Act"), as required under Section 570.606(a) (Title I of the Housing and Community Development Act of 1974, as amended) and federal implementing regulations; the requirements of Section 570.606(b) governing the residential antidisplacement and relocation assistance plan under Section 104(d) of the Act (including a certification that such a plan is being followed; the relocation requirements of Section 570.606(c) governing displacement subject to Section 104(K) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

**F. Equal Employment** *(24 CFR Part 570, Subpart K, 570.607)*

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, Equal Employment Opportunity. During the performance of this Subrecipient Agreement, the Subrecipient agrees as follows:

1. The Subrecipient shall not discriminate against any employee because of race, color, religion, sex, age, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, handicap or familial status.
3. The Subrecipient shall incorporate foregoing requirements in all contracts that are deemed necessary to carry out Project activities.
4. The Subrecipient agrees that it will assist and cooperate actively with the Secretary of Labor and the County in obtaining the compliance of contractors and subcontractors with the above equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Secretary in the discharge of its primary responsibility for securing compliance.

**G. Contracting Opportunities** (24 CFR Part 570, Subpart K, 570.607)

The Subrecipient shall comply with requirements of Section 3, of the Housing and Urban Development Act of 1968 (12 USC 1701U), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the Project.

The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with Assistance provided under this Subrecipient Agreement, the Section 3 clause set forth in 24 CFR 135.

**H. Lead-Based Paint** (24 CFR Part 570, Subpart K, 570.608)

In the construction or rehabilitation of residential structures with Assistance provided under this Subrecipient Agreement the Subrecipient will comply with the Lead-Based Paint Regulations issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4832, et seq.) and the Lead Safe Housing Rule (24 CFR 35).

**I. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients** (24 CFR Part 570, Subpart K, 570.609)

The Subrecipient agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contract and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

**J. Uniform Administrative Requirements and Cost Principles** (24 CFR Part 570, Subpart K, 570.610)

The Subrecipient shall comply with the policies, guidelines, and requirements of 2 CFR Part 200.

**K. Conflict of Interest** (24 CFR Part 570, Subpart K, 570.611)

1. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Subrecipient Agreement or to any benefit to arise from the same.
2. Interest of Officers, Employees or Agents of Subrecipient, Members of Local Governing Body, or other Public Officials. No officer, employee or agent of the Subrecipient, or its designee, no officer, employee or agent of the County who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Subrecipient Agreement. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.
3. Prohibition Against Payments of Bonus or Commission. The Assistance provided under this Subrecipient Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such Assistance, or HUD approval of applications for additional Assistance, or any approval or concurrence of HUD required under this Subrecipient Agreement, Title I of the Housing

and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**L. Executive Order 12372 (24 CFR Part 570, Subpart K, 570.612)**

Executive Order 12372, Intergovernmental Review of Federal Programs, applies to a CDBG funded activity only where the Subrecipient proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

**M. Eligibility Restrictions for Certain Resident Aliens (24 CFR Part 570, Subpart K, 570.613)**

Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities. Covered activities mean either:

1. Activities that have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or
2. Activities that are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at-large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

**N. Architectural Barriers Act and the Americans With Disabilities Act (24 CFR Part 570, Subpart K, 570.614)**

The Subrecipient shall comply with the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40) for residential structures, and Appendix A to 41 CFR Part 101-19, subpart 101-19.6.

The Subrecipient shall comply with the Americans With Disabilities Act which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

**Article V  
County Rules, Regulations and Requirements**

**A. Records**

The Subrecipient shall maintain records with respect to all matters covered by this Subrecipient Agreement. At a minimum the following records will be maintained in a file for the CDBG funded Project:

- Citizen Participation
- Subrecipient Application
- Written agreement(s)
- Records demonstrating that the activity meets a National Objective
- Income eligibility records
- Project Beneficiary Forms
- Financial statement and records
- Purchasing records
- Audits
- Fair housing and equal opportunity records
- Construction Contracts and related documents
- Draw down requests (with source documentation, including invoices, purchase orders,

etc).  
Monitoring reports and correspondence

Such records shall be maintained for a period of five (5) years after receipt of the final payment under this Subrecipient Agreement.

**B. Program Income**

The Subrecipient agrees to return Program Income to the County except where the Subrecipient can demonstrate its ability to use the income in accordance with requirements of Title I of the Housing, and Community Development Act of 1974, as amended. For purposes of this Subrecipient Agreement, Program Income includes, but is not limited to: proceeds from the disposition by sale or long term lease of real property purchased with CDBG funds; income from the temporary use or leasing of properties acquired with CDBG funds pending the disposition or use for which the property was acquired; payments of principal and interest on loans made using CDBG funds; and, interest earned on Program Income pending disposition of such income.

Program Income shall be recorded as part of the financial transaction of the grant program. Program Income received before expiration of this Subrecipient Agreement may be retained by the Subrecipient if the Program Income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds and that such Program Income shall affect withdrawals of grant funds as follows:

1. Program Income in the form of repayments to or interest earned on a revolving fund shall be disbursed before additional cash withdrawals are made.
2. All other Program Income shall be disbursed for eligible activities before additional cash withdrawals are made.
3. Program Income on hand at the expiration of this Subrecipient Agreement, or received after expiration of this Subrecipient Agreement, shall be returned to the County.

**C. Payment**

1. The County agrees to provide funding for expenditures of the Subrecipient under this Subrecipient Agreement in the manner set forth in the County Financial Management Requirements for the Community Development Block Grant Program.
2. The County shall not authorize the Subrecipient to draw on funds unless said funds are to provide for payment for work, as set forth in the Subrecipient's Application.
3. It is understood and agreed by the parties hereto that the County will not process a request for final payment of expenditures until the Subrecipient has supplied a fully completed Project Beneficiary Information form supplied by the County's Community Development office.
4. At any time during the period of performance the County may review program costs incurred by the Subrecipient. Upon such review the County shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures. If the County disallows a cost, the County may deduct the amount of disallowed cost from any future payments under this Subrecipient Agreement or require that the Subrecipient refund the amount of the disallowed cost(s) for as long as the records are maintained.
5. Notwithstanding any other provision of this Subrecipient Agreement to the contrary, it is understood and agreed by the parties hereto that the County's obligation to provide funding to the Subrecipient under this Subrecipient Agreement is expressly contingent

upon the level of funding made available to the County from HUD. Should such funding level be reduced by HUD or no longer be made available to the County from HUD sufficient to support the amount of funding to be provided by the County under this Subrecipient Agreement then this Subrecipient Agreement may be amended to reflect such reduction in funding or, at the option of the County, may be terminated upon written notice to the Subrecipient stating the effective date of termination. Should either event occur, it is understood and agreed by the parties that the County shall not be obligated to provide funding beyond the amended amount or beyond any amount provided to the Subrecipient by the County prior to said date of termination.

**D. Financial Management, Audit and Review**

1. The Subrecipient agrees that the County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to this Subrecipient Agreement for the purpose of making audit, examination, excerpts, and transcripts for as long as the records are maintained.
2. It is further agreed that the Subrecipient shall make quarterly progress/performance reports to the County detailing the progress of the project. Further, the Subrecipient agrees to allow the County or its designee to make periodic project site visits to assess the progress of the project and to report such progress.
3. The Subrecipient agrees to reimburse or return to the County those funds which have been disbursed under this Subrecipient Agreement for the performance of the Project listed herein should the Subrecipient default on any of the provisions listed herein or should the County decide to terminate this Subrecipient Agreement for cause.
4. The Subrecipient agrees to maintain financial records in accordance with generally accepted accounting principles and to make all such records available to HUD and/or the County for inspection upon request. The Subrecipient further agrees to maintain applicable financial management standards prescribed in 2 CFR Part 200 as further defined at 24 CFR 570.502(a):
  - a. Records that identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
  - b. Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  - c. Procedures for determining reasonableness, allowability and allocation of costs in accordance with 2 CFR Part 200.
  - d. Accounting records that are supported by source documentation.
  - e. A systematic method to assure timely and appropriate documentation.

**E. Annual Audit**

The County requires that the Subrecipient submit a copy of the Subrecipient's Annual Audit Report for the fiscal year(s) covered by this Subrecipient Agreement and any extensions, when

the Subrecipient expends \$750,000 or more in a year in federal awards. Such audit report must be prepared in accordance with 2 CFR Part 200.

**F. Reversion of Assets**

Upon expiration of this Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration of this Subrecipient Agreement and any accounts receivable attributable to the use of CDBG funds. Additionally, any real property under control of the Subrecipient that was acquired or improved in whole or in part with CDBG funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall either be:

1. Used to meet one of the national objectives until five (5) years after expiration of this Subrecipient Agreement, or for such longer period of time as determined to be appropriate by the Subrecipient; or
2. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

**G. Obligations of the Subrecipient with Respect to Certain Third Party Relationships.**

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which Assistance is being provided under this Subrecipient Agreement to the Subrecipient.

**H. Environmental Standards (24 CFR Part 570, Subpart K, 570.604)**

The Subrecipient does not assume either the County's environmental responsibilities or the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. See 24 CFR Part 570, Subpart J, 503(b)(5)(i)(ii)

**Article VI  
Indemnity and Liability**

- A. The Subrecipient shall defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against all claims, losses and liabilities arising out of personal injury, including death, and damage to property arising out of or in any way connected with this Subrecipient Agreement, whether such operations be by the Subrecipient or by any subcontractor or anyone directly or indirectly employed by the Subrecipient. The Subrecipient shall also defend, indemnify, and hold harmless the County, its officers, employees, and agents free and harmless from and against any claims arising out of the award of this Subrecipient Agreement to the Subrecipient.
- B. Any subcontractor shall protect itself, the Subrecipient, and the County for the claims and damages due to personal injury including death as well as claims of property damage that may arise in the work. For construction or facility improvement, the Subrecipient shall require contractors to comply with the requirements of 24 CFR 85.36 (h) (1 through 3) or 2 CFR Part 200 as applicable.

**Article VII  
Termination of Convenience**

- A. The County or the Subrecipient may terminate this Subrecipient Agreement in whole, or in part, when both parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditures of funds.

- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Subrecipient shall be allowed full credit for noncancelable obligations, properly incurred prior to termination.

**Article VIII  
Termination for Cause  
Suspension of Payments or Agreement**

If the County determines that the Subrecipient has violated or failed to comply with any of the covenants, conditions, agreements or stipulations of this Subrecipient Agreement, the County shall promptly notify the Subrecipient in writing of the determination and may, at its option, take the following action:

- A. Terminate this Subrecipient Agreement by including in the above notice the reasons for the termination, together with the effective date;
- B. Suspend payments under this Subrecipient Agreement by including in the above notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments. In such event, just and equitable compensation shall be given at the end of the suspension period for any work satisfactorily completed by the Subrecipient during the suspension period;
- C. Suspend this Subrecipient Agreement by including in the above notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Subrecipient Agreement. In such event, the County shall incur no financial liability under this Subrecipient Agreement or otherwise at law for any services rendered during the suspension period.
- D. The County will provide the Subrecipient an opportunity to request a hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled.

The action of the County in suspending payments or this Subrecipient Agreement or in terminating this Subrecipient Agreement shall not constitute a waiver of any claim or remedy which the County may otherwise have arising out of this Subrecipient Agreement.

**Article IX  
Assignment**

The Subrecipient's rights, obligations, and duties under this Subrecipient Agreement shall not be assigned or transferred in whole or in part without prior written agreement by the County.

**Article X  
Entire Agreement  
Amendment**

This Subrecipient Agreement represents the entire and integrated agreement between the County and the Subrecipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Subrecipient Agreement may be amended only by written instrument, signed by both the County and the Subrecipient.

**Article XI  
Venue**

This Subrecipient Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Kansas. Should any part of this Subrecipient Agreement be adjudicated, venue shall be proper only in the District Court of Johnson County, Kansas.

**IN WITNESS WHEREOF**, the parties hereto have set their hands to this Subrecipient Agreement.

COUNTY:

SUBRECIPIENT:

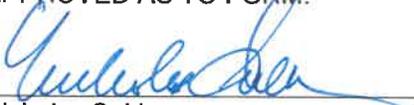
  
\_\_\_\_\_  
Penny Postoak Ferguson  
County Manager  
Johnson County, Kansas

\_\_\_\_\_  
Mayor  
City of Spring Hill

5/21/20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Nicholas Saldan  
Assistant County Counselor



2020
AUTHORIZED SIGNATURE FORM
JOHNSON COUNTY CDBG PROGRAM

Subgrantee: City of Spring Hill, KS

CDBG Grant Number: 2020-24

Address: 401 N. Madison St.
P.O. Box 424
Spring Hill, KS 66083

AUTHORIZED SIGNATURES FOR REQUEST FOR PAYMENT

Please designate two or three individuals to sign "Reimbursement Requests" related to this project.
Only one signature is required by Johnson County for submission.

Name: Jim Hendershot

Name: \_\_\_\_\_

Title: City Administrator

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

CERTIFICATION

I hereby certify that any one of the above signatures is authorized to sign the Reimbursement Requests for CDBG funds.

Steven M. Ellis
Name of Mayor, County Department Director, or Board Chair
(Please Print)

Mayor
Title

Signature of Mayor, County Department Director, or Board Chair

Date

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY

SUBMITTED BY: PATRICK BURTON, DIRECTOR OF COMMUNITY DEVELOPMENT

MEETING DATE: JUNE 25, 2020

DATE: JUNE 10, 2020

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**Formal Agenda:** Site Plan, Peach State Roofing, SP-000013-2020

**Issue:** K&S Realty has submitted a site plan application for Peach State Roofing, located at 19069 Madison St. in the Country Meadows Industrial Park.

**BACKGROUND:** The applicant, K&S Realty, working with Abeln & Associates Architects, has submitted an application for site plan approval for a roofing company to be located at 19069 Madison St. in the Country Meadows Industrial Park. The site plan is included with in the staff report.

**Analysis:** (See attached staff report, PC minutes, site plan drawing) The Spring Hill Planning Commission reviewed the site plan application at their June 4, 2020 meeting. Following the presentation of the staff report, the Planning Commission discussed the site plan and voted unanimously to recommend approval.

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

**Legal Review:** N/A

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

**Recommendation:** The Spring Hill Planning Commission and Staff recommends approval of Peach State Roofing, SP-000013-2020, site plan.

**Attachments:** Planning Commission minutes, June 4, 2020  
Staff Report, Site Plan, SP-000013-2020  
Site Plan

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

**Temporary changes due to COVID-19.** — Attendance at meetings was limited to 10 individuals including Commissioners and staff. Public comments, for agenda items only, must be submitted in writing by noon on the day of the meeting to [planning@springhillks.gov](mailto:planning@springhillks.gov). There were no comments received. Public access to the meeting was available via phone or by a link that was provided at the City of Spring Hill website [www.springhillks.gov](http://www.springhillks.gov).

**City of Spring Hill, Kansas  
Minutes of Planning Commission Regular Session  
June 4, 2020**

A Regular Session of the Planning Commission was held by way of Zoom under the temporary meeting protocol on June 4, 2020. The meeting convened at 7:06 p.m. with Chairman Stephen Sly presiding, and Amy Long, Planning Secretary recording.

Commissioners in attendance: Stephen Sly  
Cindy Squire  
Mary Dobson  
Troy Mitchell  
Janell Pollom – logged in at 7:22  
Roger Welsh, II  
Josh Erhart

Commissioners absent: Mike Denny

Staff in attendance: Patrick Burton, Director of Community Development  
Amy Long, Planning Secretary  
Antwone Smoot, I.T.

**PLEDGE OF ALLEGIANCE**

**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. Erhart seconded by Mr. Welsh to approve the agenda with deletion of Agenda Item No. 10.

**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Squire-Aye; Erhart-Aye

**Motion carried 6-0-0**

**CITIZEN PARTICIPATION**

Under Temporary Meeting Protocol, only participation is with items on the Agenda.

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

## FORMAL COMMISSION ACTION

### 9. Site Plan (SP-000013-2020) – Peach State Roofing

*Beginning of Staff Report*

*End of Staff Report*

Mr. Patrick Burton presented the staff report as outlined above.

**Motion by** Mr. Erhart seconded by Mr. Mitchell to approve the Site Plan (SP-000013-2020) for Peach State Roofing as presented by staff.

**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Pollom-Aye, Squire-Aye, Erhart-Aye

**Motion carried 7-0-0**

**SPRING HILL PLANNING COMMISSION  
SITE PLAN STAFF REPORT**

**Case #:** SP-000013-2020                      **Meeting Date:** June 4, 2020

**Description:** Site Plan – Peach State Roofing  
**Location:** 19069 Madison St.  
**Applicant:** K&S Realty  
**Engineer/Architect:** Abeln & Associates Architects, P.A. – Mark Abeln  
**Site Area:** 1.0 Acres +/-

**Minimum Lot Area:** N/A                      **Related Case:**

**Current Zoning:** C-2                      **Proposed Use:** Commercial Office/Warehouse

	Current Zoning	Existing Land Use	Future Land Use Map
--	----------------	-------------------	---------------------

<b>Site:</b>	C-2	Agricultural	Mixed - Use Commercial
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<b>North:</b>	M-1	Agricultural	Industrial
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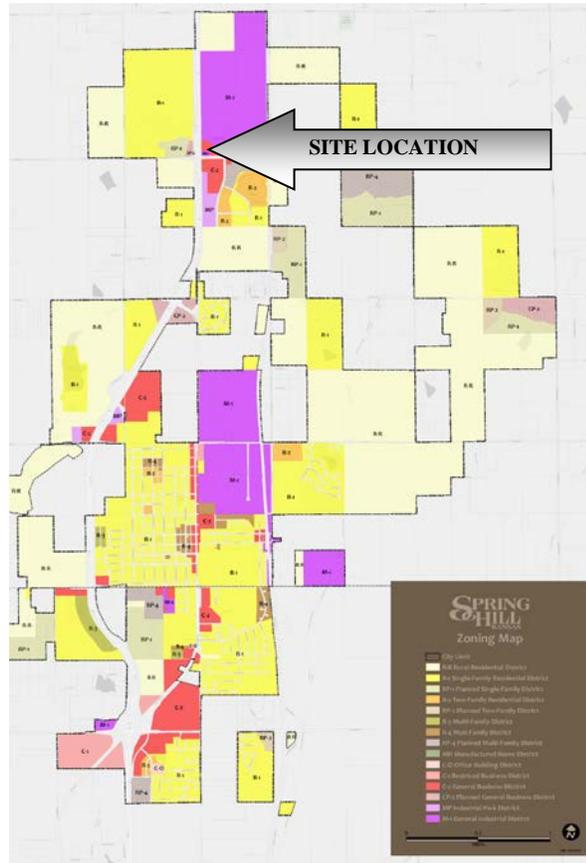
<b>South:</b>	C-2	Vacant	Mixed-Use Commercial
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<b>East:</b>	C-2	Vacant	Mixed-Use Commercial
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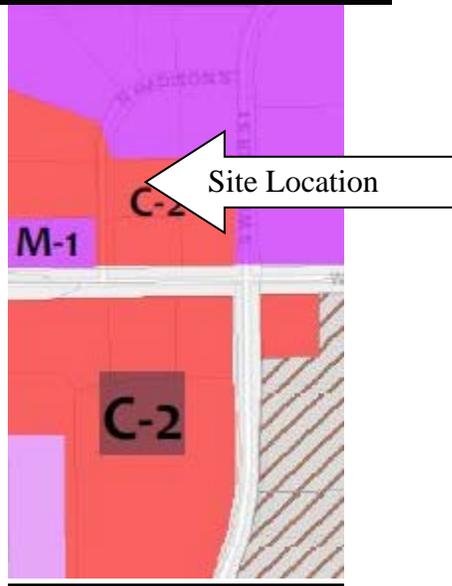
<b>West:</b>	C-2	Vacant	Mixed-Use Commercial
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**Proposed Use:** Commercial C-2

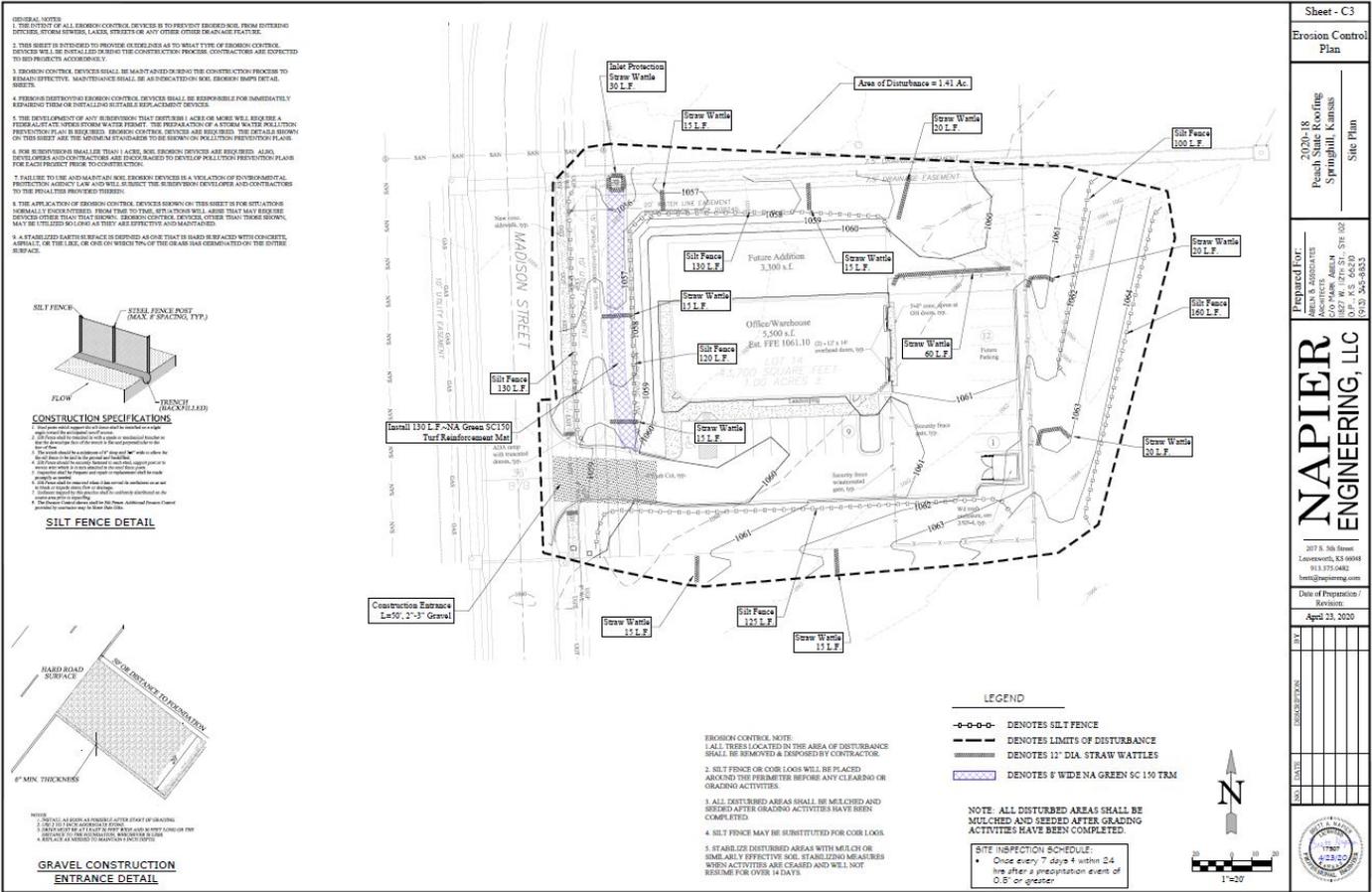
## Site Location



## AREA ZONING (CITY)







**BACKGROUND:** The applicant, K&S Realty, has submitted a request for approval of a site development plan at 19069 Madison St. The project consists of a 5500 sq. ft. new building, new asphalt parking, fencing, lighting and landscaping.

**STAFF REVIEW:** Staff has reviewed the site plan under the requirements of Section 17.340 of the Spring Hill Zoning Ordinance as follows:

- All lot lines and right-of-ways are identified
- All proposed structures with applicable data are identified until building permit stage.
- All parking and traffic areas have been identified and the type of surface and base course identified
- Utilities are available, identified, and in compliance with regulations
- Exterior lighting on the proposed structure will be reviewed with the building permit application. Manufacturer information on the fixtures will be reviewed by staff.
- Consultants, utility providers, and city staff have reviewed the site plan and provided comments. These comments and recommendations have been and will be implemented into the site plan as applicable.
- New storage areas will be enclosed with chain-link fence.

**STANDARDS OF REVIEW**

In addition to the above noted items the site plan has been reviewed for compliance with the following standards:

1. *The extent to which the proposal conforms to the provisions of the Code*  
 The proposed use follows the Spring Hill Zoning Code.
2. *The extent to which the proposal conforms to the provisions of the Spring Hill Subdivision Regulations.*

The site follows the Spring Hill Subdivision Regulations.

3. *The extent to which the development would be compatible with the surrounding area.*

The project is compatible with the surrounding area which is industrial in use.

4. *The extent to which the proposal conforms to the recommendations of the Spring Hill Comprehensive Plan including but not limited to the Vision Plan, the Community Development Recommendations, and the Planning and Principles and Design Guidelines.*

The proposed site plan and use meets the C-2 requirements with staff and consultant comments implemented.

5. *The extent to which the proposal conforms to customary engineering standards used in the City.*

The overall project has been designed by recognized and licensed architects and engineers

**ADDITIONAL REVIEW CRITERIA:**

1. A stormwater study was provided with the application and was reviewed by City Engineer. Comments from this review were forwarded to the design team and changes are being implemented into the design as applicable.
2. Site plan indicates 8 parking stalls and 1 Handicap. The code requires 4 and 1. This is following the required 1 per 1500 sq. ft. of building square footage required by the zoning code.
3. The erosion control plan is identified with in the excavation plans submitted to the City Engineer. Since the size of the area that is being disturbed is greater than one acre, the applicant has submitted a Notice of Intent for storm water discharges associated with construction activity under the National Discharge Elimination System and the City Engineer.
4. The required detention basin is an area basin along Hwy 169 for the plat.
5. Park fee in the amount of \$4,370.00 will be due at time of issuing building permit.

**Planning Commission Review and Action:** Upon review of the site plan application the Planning Commission may by a majority vote of those members present:

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

**RECOMMENDATION:**

It is the recommendation of staff that the Planning Commission recommend approval of site plan SP-000013-2020, for the Peach State Roofing Site Development Plan.

*Suggested Motion: Motion to recommend approval of site plan application SP-000013-2020, for Peach State Roofing, as presented by staff.*

Attachments:        Site Development Plan

# INDEX OF DRAWINGS

- SP-1 SITE PLAN
- SP-2 GRADING PLAN
- SP-3 LANDSCAPING PLAN
- SP-4 SITE PLAN DETAILS
- C-1 DRAINAGE PLAN
- C-2 UTILITY PLAN
- C-3 EROSION CONTROL
- A-301 EXTERIOR ELEVATIONS
- PH-1 EXTERIOR SITE LIGHTING
- ALTA SURVEY

## Tabulations

Land Area: 43,700 sq. ft.  $\square$  1.00 Acres

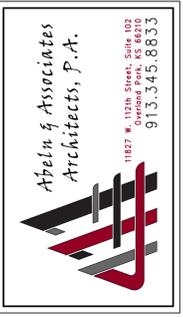
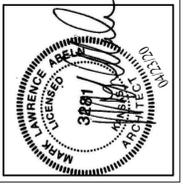
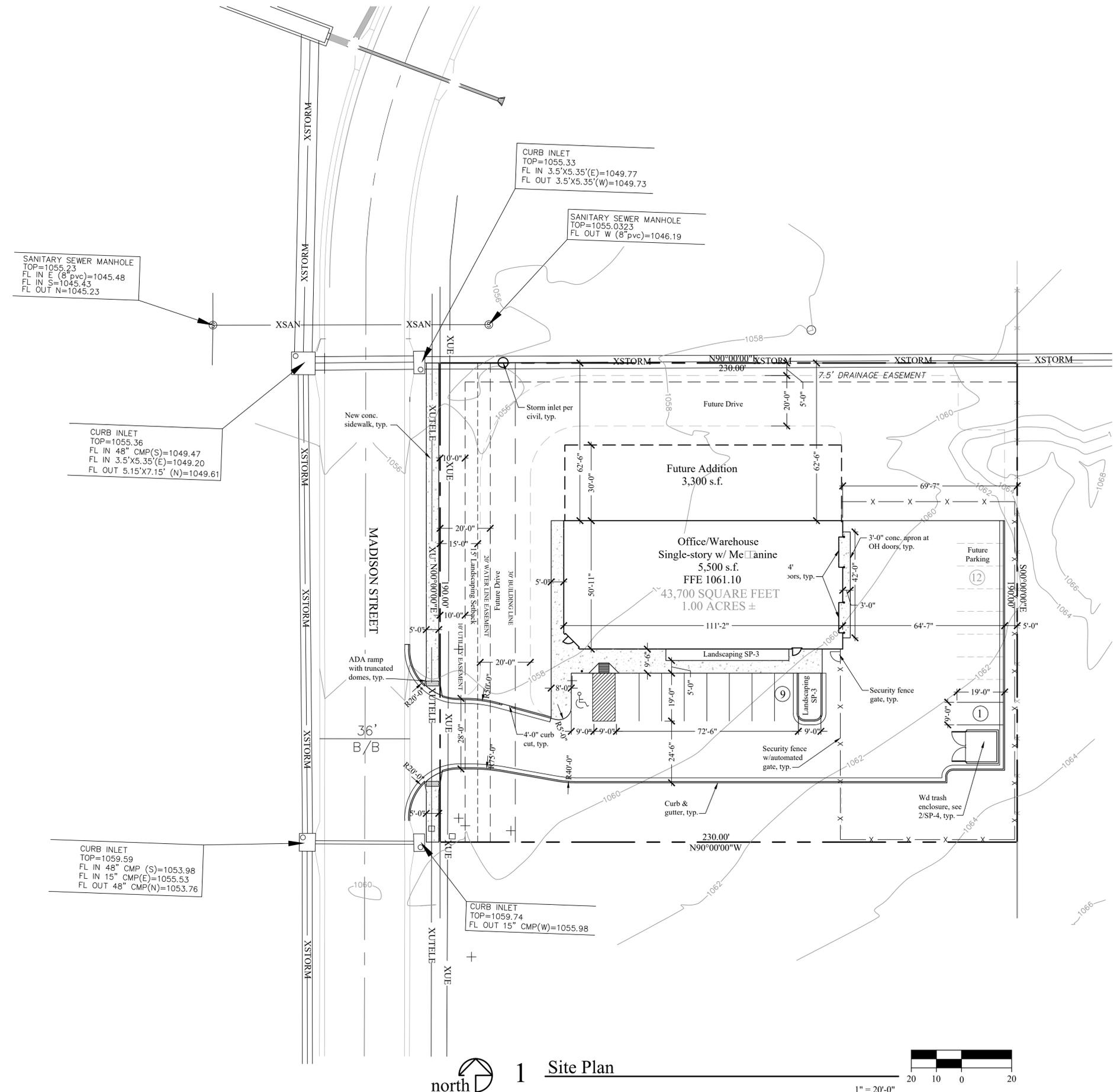
Building Area: 5,500 s.f.  
 Parking Req'd: 10 = 4/1000 Office (1,500 s.f.)  $\square$  Warehouse (4,000 s.f.) = 6  $\square$  4  
 Parking Provided: 10  
 Handicap Req'd: 1 spaces  
 Handicap Provided: 1 spaces

Building / Land Coverage (L.U.I.) = 5,500 / 43,700 = 12.58%

Green Space: 23,450 s.f. = 53.66%

## General Notes

1. LEGAL DESCRIPTION: Lot 14, Country Meadows Industrial Park, 4th Plat, a subdivision of the City of Spring Hill, Johnson County, Kansas.
2. Applicant/Architect: Abeln & Associates Architects, P.A. 11827 W. 112th Street, Suite 102, Overland Park, KS, 66210. (913) 345-8833. Attn: Mark Abeln
3. Address of Property: To be determined.
4. The current zoning is C-2
5. This property is not within the 100-year flood plain.
6. Existing topographic survey was obtained from a survey prepared by Allenbrand-Drews & Associates, Inc. (Olathe, KS), dated March 30, 2020.
7. Signs shall be mounted above each tenant space, per sign ordinance, and shall obtain permits when appropriate. Owner is **not** installing signage at this time. If/when the owner desires to install signage in the future, all appropriate permits shall be obtained.
8. ADA sidewalks and egress shall not exceed a 5% slope in direction of travel and 2% cross slope.
9. Trash Enclosures shall have 6" concrete pad w/ 6' high cedar gates and 6' cedar slat walls.
10. Provide a lawn irrigation system for the lawn and planting areas as required by city. General Contractor shall be responsible for the design, engineering, coordination and installation of the lawn irrigation sprinkler system including installation of PVC sleeves under pavement as necessary.
11. Provide (1) 3" PVC conduit to all islands for future utilities and/or irrigation.
12. All disturbed areas and grass lawn areas shall be sodded with K-31 tall fescue, unless a lawn sprinkler system is installed, in which case lawns may be seeded with a straw broadcast over seed.
13. Provide security fence as directed by owner.
14. Dimensions to Back of Curb, Face of building, C/L of parking stripe, property line, and edge of concrete, typ.
15. All parking is 90 degree head in parking.
16. Typical parking spaces are 9'-0" x 19'-0". Typical van accessible spaces and HC spaces are 9'-0" x 19'-0" with a 9'-0" aisle.
17. Two way aisles are 24'-0" unless specifically noted otherwise. Concrete approaches are to meet or exceed City standards.
18. The handicapped parking stall and the access aisle shall have a maximum slope of 2% in any and all directions. No exceptions.
19. All islands and peninsula's in the parking lots shall be 9'-0" wide per city regulations and shall mound up topsoil @ 1:4 slope (rise:run). Slope shall start 3" below top of curb to allow for mulch. Install 3" of cypress mulch in all islands, peninsula's and planter areas.
20. Pavement sections in parking areas shall be 5" concrete on 4" of  $\frac{3}{4}$ " minus crushed stone base. Subgrade shall be minimum 8" of compacted soil to 100%  $\square$  5% of the Standard Proctor maximum dry density with a moisture content of  $\square$  3% optimum moisture.
21. All exterior flatwork shall be reinforced with fibermesh in addition to primary reinforcing steel.



KWE/MLA

**PEACH STATE ROOFING**  
 Lot 14 Country Meadows  
 Springhill, Kansas

Project # - 20009

**DATE**

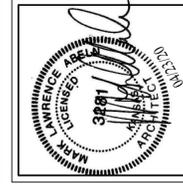
April 23, 2020  
 revisions

SHEET NUMBER

**SP-1**

Site Plan & Details





KWE/MLA

**PEACH STATE ROOFING**  
 Lot 14 Country Meadows  
 Springhill, Kansas

Project # - 20009

**DATE**  
 April 23, 2020  
 revisions

**SHEET NUMBER**  
**SP-3**  
 Landscape Plan

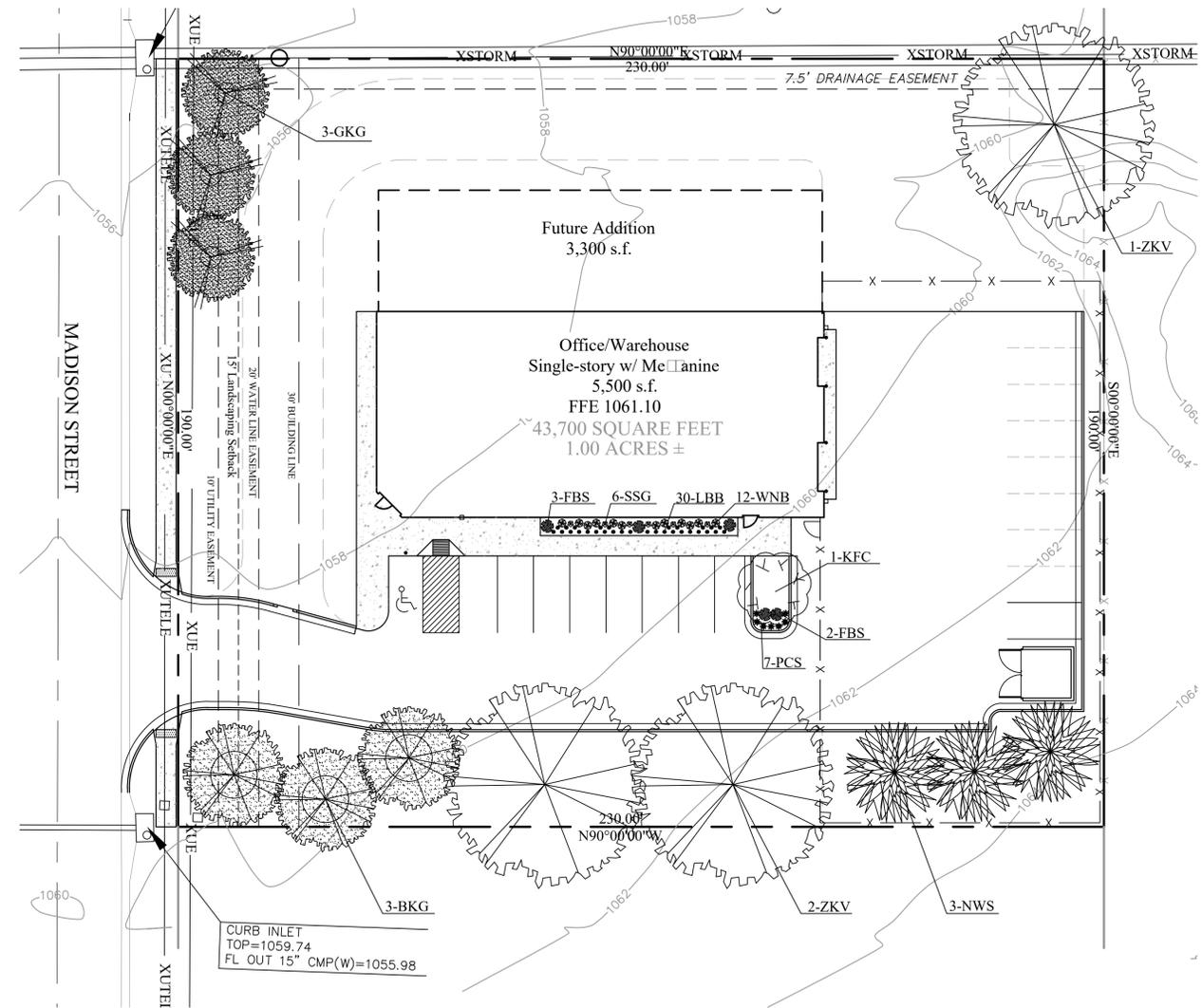
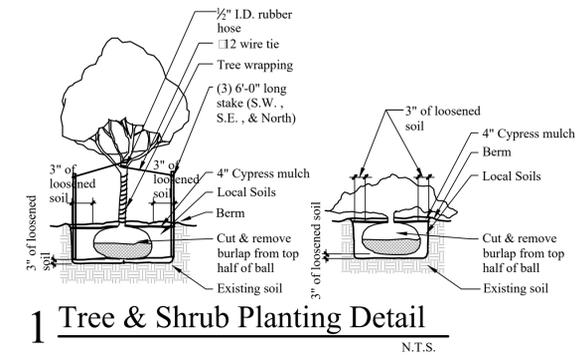
Landscape Schedule					
Key	Common Name	Botanical Name	Quantity	Size	Condition
NWS	Spruce - Norway	Picea abies	3	6'-8' high	Ball and Burlap
BKG	Gum - Black	Nyssa sylvatica	3	2-1/2" caliper	Ball and Burlap
GKG	Ginkgo	Ginkgo biloba	3	2-1/2" caliper	Ball and Burlap
ZKV	Zelkova	Zelkova serrata	3	2-1/2" caliper	Ball and Burlap
KFC	Cherry - Kwanzan Flowering	Prunus serrulata	1	6'-8" tall & 1" cal.	Potted
WNB	Boxwood - Wintergreen	Buxus sinica var. insularis 'Wintergreen'	12	12" - 18" high	Potted
FBS	Spirea - Frobelii	Spiraea bumalda 'Frobelii'	5	12" - 18" high	Potted
SSG	Shenandoah Switch Grass	Panicum virgatum 'Shenandoah'	6	1 gallon	Potted
LBB	Liriope - Big Blue	Liriope muscari 'Big Blue'	30	1 gallon	Potted
PCS	Phlox - Candy Stripe Creeping	Phlox subulata 'Candy Stripe'	7	1 gallon	Potted

**Landscape Calculations - C2 ZONING**

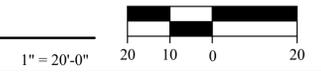
	Req'd	Provided
1 Tree / 40' of street (in front setback)	4	4
1 Tree / 3000 sq. ft. of landscape open area	8	8
Landscape open area: (Open area less future addition/drive)	23,450 s.f. 12,405 s.f.	
No existing trees on site		
Shade tree min size 2-1/2" cal.		
Ornamental Trees 1" to 1-1/2" cal.		
Conifers 6'-8'		
Upright Evergreens 6'-8'		
6% of int. pkg. lot landscape (270 / space x 10 spaces) (2,700 x .06 = 162 sq. ft.)	162 sq. ft.	165 sq. ft. interior peninsula

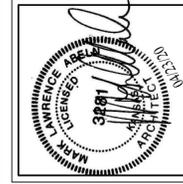
**General Notes**

- Provide a lawn irrigation system for the lawn and planting areas per city regulations. General Contractor shall be responsible for the design, engineering, coordination and installation of the lawn irrigation sprinkler system including installation of PVC sleeves under pavement as necessary.
- Provide (1) 3" PVC conduit to all islands for future utilities and/or irrigation.
- All disturbed areas and grass lawn areas shall be sodded with K-31 tall fescue, unless a lawn sprinkler system is installed, in which case lawns may be seeded with a straw broadcast over seed.
- All islands and peninsula's in the parking lots shall be 9'-0" wide per city regulations and shall mound up topsoil @ 1:4 slope (rise:run). Slope shall start 3" below top of curb to allow for mulch. Install 3" of cypress mulch in all islands, peninsula's and planter areas.



**1 Landscaping Plan**





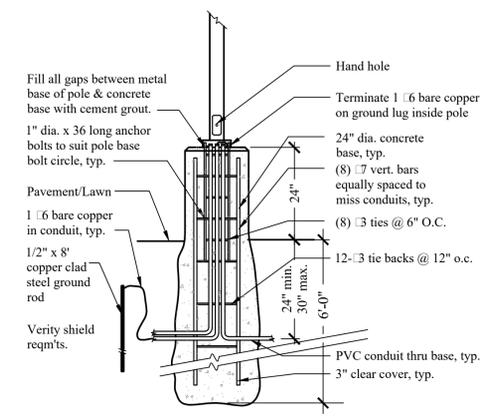
KWE/MLA

**PEACH STATE ROOFING**  
 Lot 14 Country Meadows  
 Springhill, Kansas

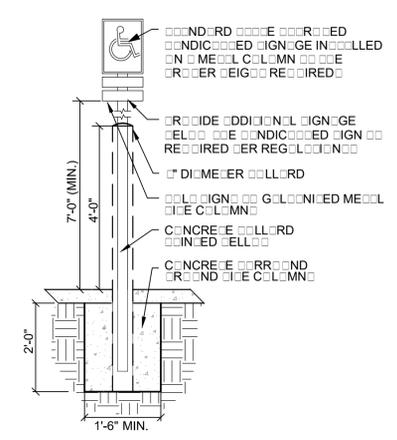
Project # - 20099

**DATE**  
 April 23, 2020  
 revisions

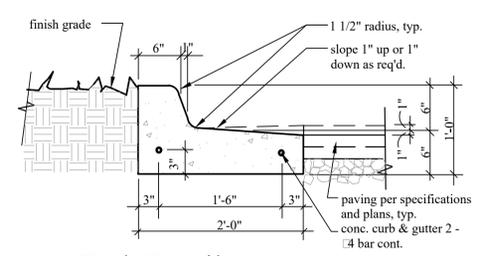
**SHEET NUMBER**  
**SP-4**  
 Site Details



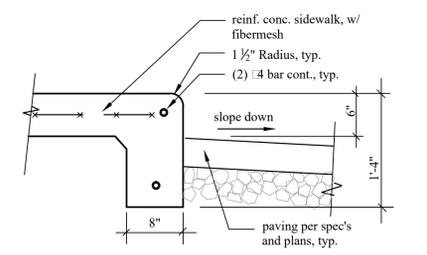
**11 Light Pole Support Detail**  
 N.T.S.



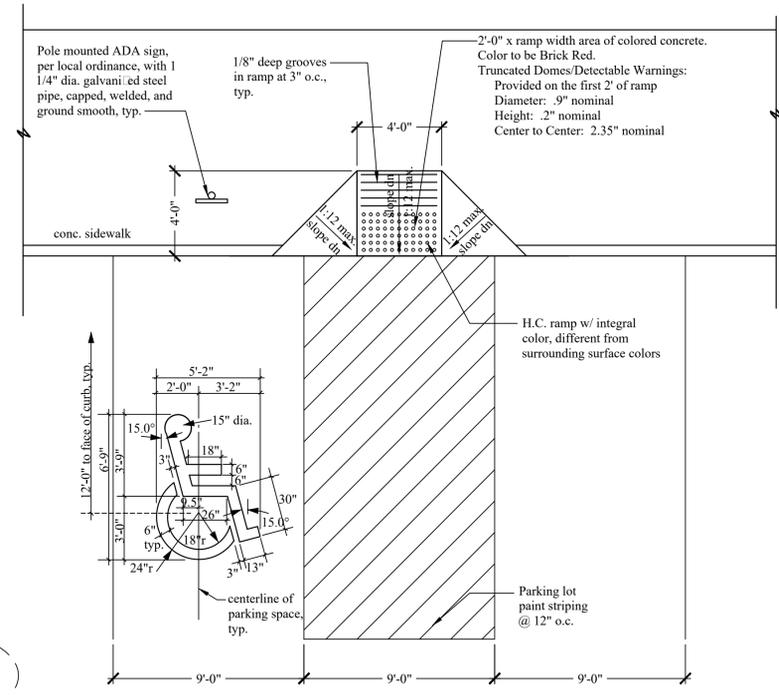
**9 Handicap Parking Sign Detail**  
 1/2" = 1'-0"



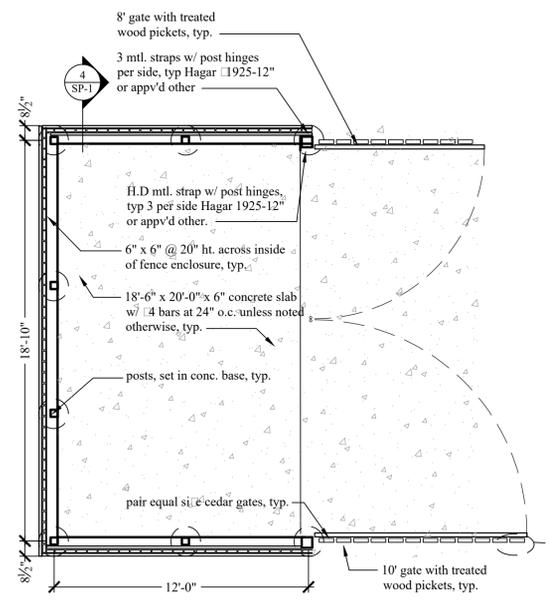
**14 Curb Detail**  
 1" = 1'-0"



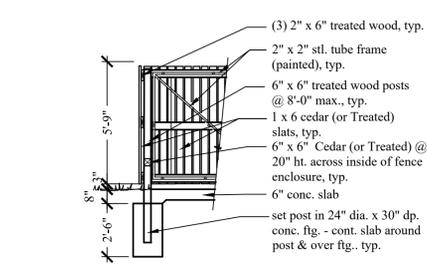
**13 Turn Down Curb Detail**  
 1" = 1'-0"



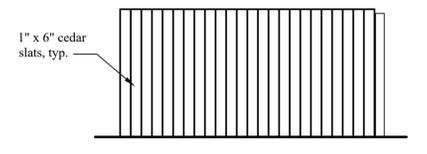
**1 Handicap Ramp and Decal**  
 1/4" = 1'-0"



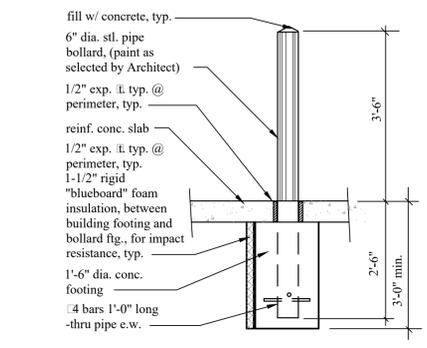
**2 Trash Enclosure Plan**  
 1/4" = 1'-0"



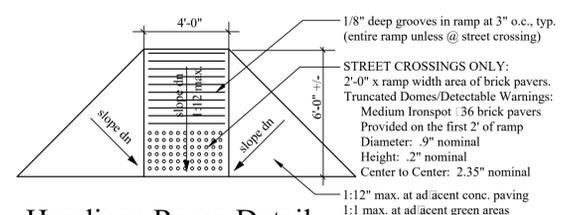
**4 Trash Enclosure Section**  
 1/4" = 1'-0"



**3 Trash Enclosure Elevation**  
 1/4" = 1'-0"

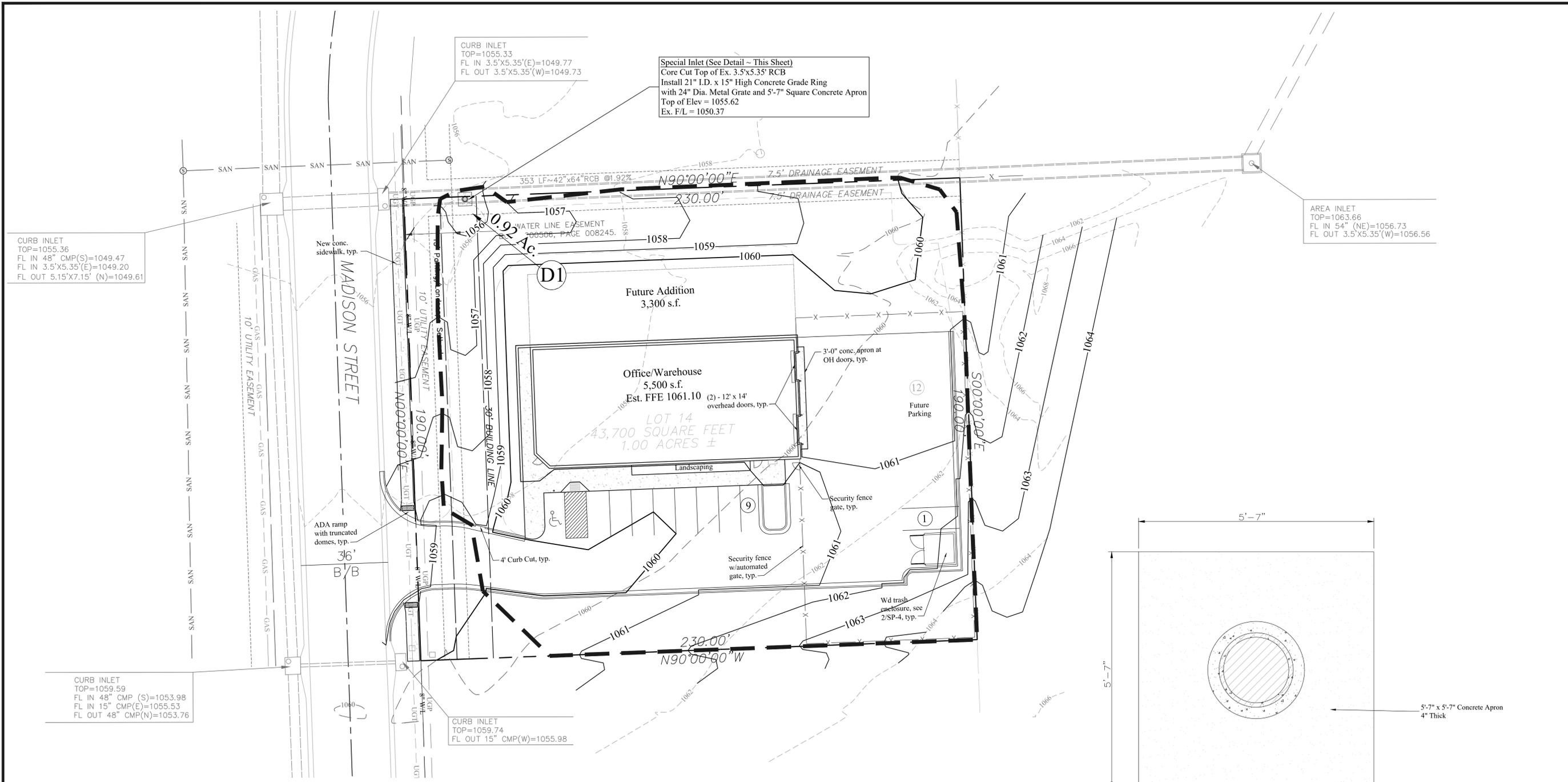


**7 Pipe Bollard Detail**  
 1/2" = 1'-0"



**6 Handicap Ramp Detail**  
 1/4" = 1'-0"

BY	DESCRIPTION
NO.	DATE



CURB INLET  
TOP=1055.36  
FL IN 48" CMP(S)=1049.47  
FL IN 3.5'x5.35'(E)=1049.20  
FL OUT 5.15'x7.15' (N)=1049.61

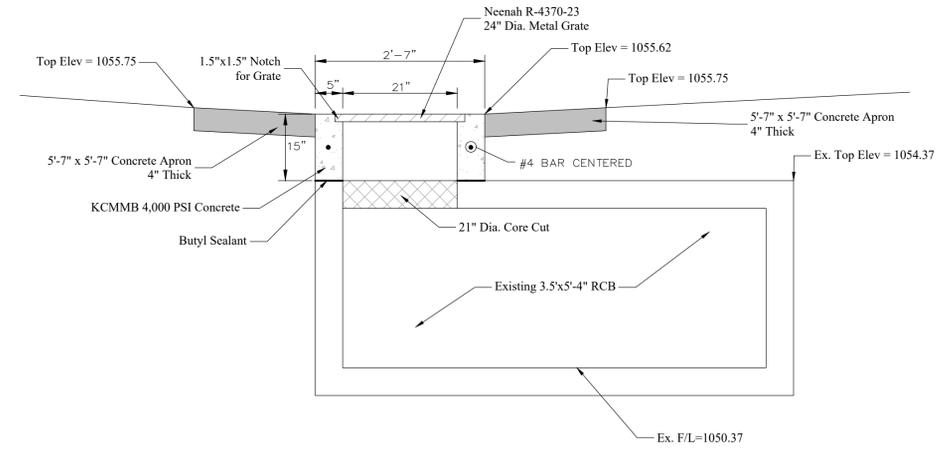
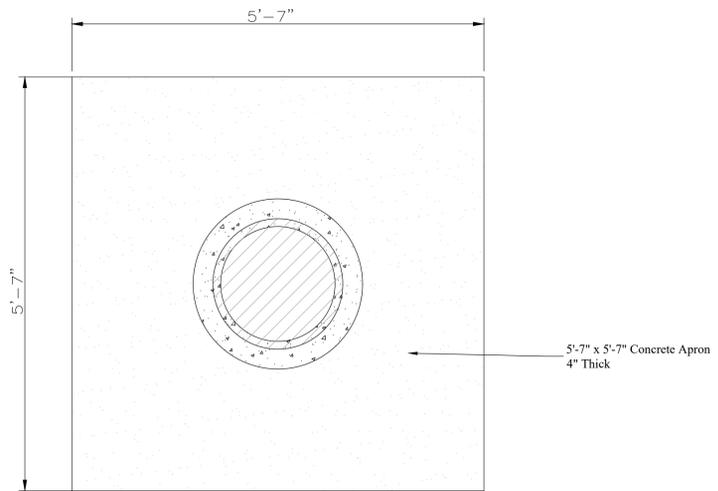
CURB INLET  
TOP=1055.33  
FL IN 3.5'x5.35'(E)=1049.77  
FL OUT 3.5'x5.35'(W)=1049.73

Special Inlet (See Detail ~ This Sheet)  
Core Cut Top of Ex. 3.5'x5.35' RCB  
Install 21" I.D. x 15" High Concrete Grade Ring  
with 24" Dia. Metal Grate and 5'-7" Square Concrete Apron  
Top of Elev = 1055.62  
Ex. F/L = 1050.37

AREA INLET  
TOP=1063.66  
FL IN 54" (NE)=1056.73  
FL OUT 3.5'x5.35'(W)=1056.56

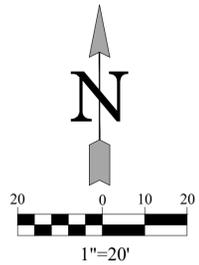
CURB INLET  
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FL IN 48" CMP (S)=1053.98  
FL IN 15" CMP(E)=1055.53  
FL OUT 48" CMP(N)=1053.76

CURB INLET  
TOP=1059.74  
FL OUT 15" CMP(W)=1055.98



SPECIAL INLET DETAIL

STORM DRAINAGE TABLE FOR PROPOSED				DESIGN CRITERIA						
				STORM FREQUENCY - 2, 10 & 100						
				Q = KCIA						
				K <sub>2</sub> & K <sub>10</sub> =1.00, K <sub>100</sub> =1.25						
DRAINAGE AREA	RUNOFF COEF "C"	INCREM AREA (ACRES)	ACRES X "C"	TIME OF CONC. (min)	2-yr RAINFALL INTENSITY INCHES/HR	2-yr RUNOFF (CFS)	10-yr RAINFALL INTENSITY INCHES/HR	10-yr RUNOFF (CFS)	100-yr RAINFALL INTENSITY INCHES/HR	100-yr RUNOFF (CFS)
D1	0.80	0.92	0.74	10.0	4.41	3.26	6.07	4.49	8.59	7.95



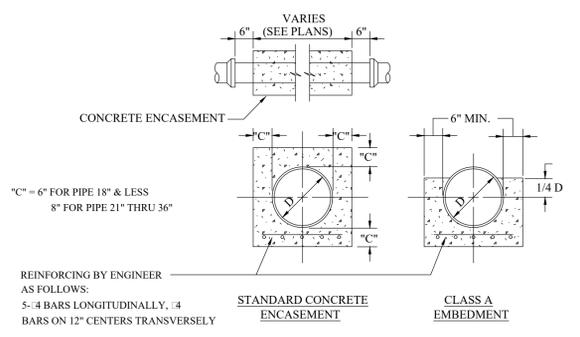
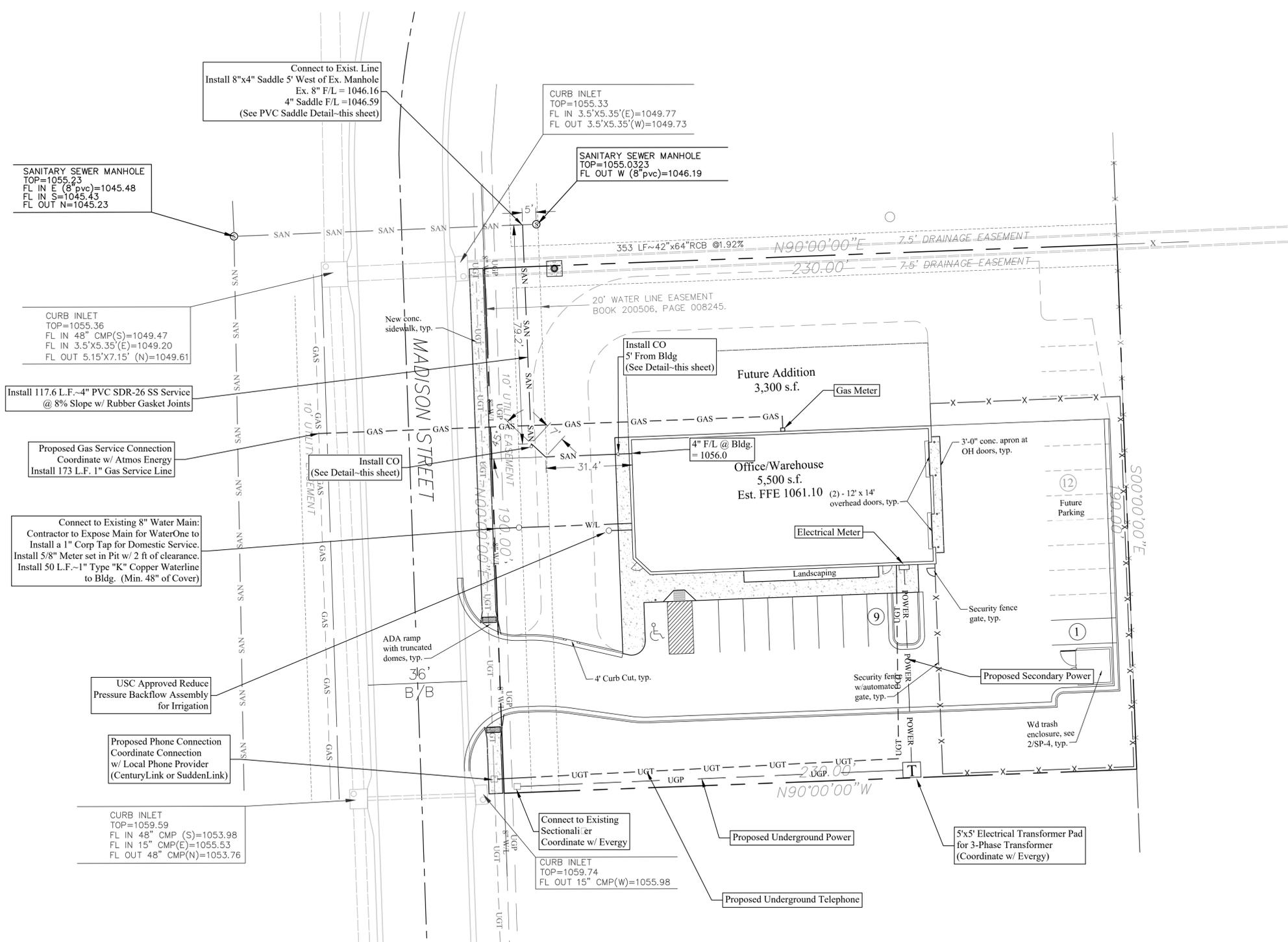
Prepared For:  
ABELN & ASSOCIATES  
ARCHITECTS  
C/O MARK ABELN  
11827 W. 112TH ST., STE 102  
O.P., KS 66210  
(913) 345-8833

# NAPIER ENGINEERING, LLC

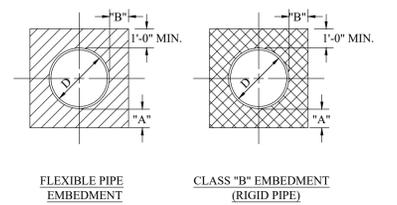
207 S. 5th Street  
Leavenworth, KS 66048  
913.375.0482  
brett@napiereng.com

Date of Preparation /  
Revision:  
April 23, 2020

NO.	DATE	DESCRIPTION



TYPE	P	LOAD FACTOR
REINFORCED	0.40%	3.5
REINFORCED	1.00%	4.8
PLAIN		2.8



D	ROCK		SOIL	
	A	B	A	B
4"-18"	6"	6"	4"	6"
21"-24"	9"	9"	4"	7"
27"-30"	9"	9"	4"	8"

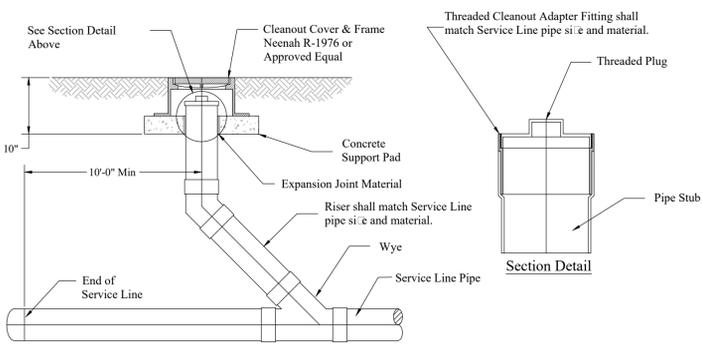
D NOMINAL PIPE SIZE  
 A FILL BELOW PIPE (SEE TABLE)  
 B SIDE CLEARANCES (SEE TABLE)  
 P AREA TRANSVERSE STEEL EXPRESSED AS A % OF AREA OF CONCRETE AT CROWN

STANDARD EMBEDMENTS  
REFER TO TECHNICAL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS  
N.T.S.

**UTILITY NOTES:**  
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF THE UNDERGROUND UTILITIES, CALL 1-800-344-7233 (KANSAS) OR 1-800-344-7483 (MISSOURI).

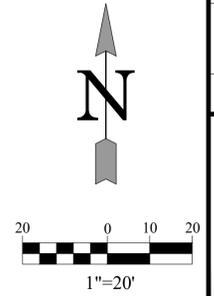
**UTILITY COMPANIES:**

EVERGY	(800) 383-1183
ATMOS ENERGY	(888) 286-6700
WATERONE	(913) 895-1800
SPRINGHILL - WASTEWATER	(913) 592-3317
CENTURYLINK	(855) 234-1903
SUDDEN LINK	(877) 694-9474



CLEANOUT DETAIL

- WATER LINE GENERAL NOTES**
- All Taps To The Water Main Are To Be 5' Minimum From Any Pipe Joint In The Water Main Or Other Raps On The Water Main.
  - All Service Lines Must Be Installed At A 90° Angle From The Water Main To The Meter Pit Or Valve.
  - 5' Minimum Separation Of Meter Pits And Back Flow Vaults.
  - 5' Minimum Separations Of Water Service Lines And Back Flow Vaults.
  - Hydrostatic Testing And Flushes Shall Be Completed With The Fire Department As A Witness.



**UTILITIES**

Utilities are shown as a convenience for the contractor. The locations of all aerial and underground facilities may not be indicated on these plans. Underground utilities, whether indicated or not, will be located by the utility companies at the contractor's request. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties and then only with extreme care to avoid any possibility of damages to the facilities. The contractor shall bear the entire cost of damage to any underground utility damaged by construction operations.

Verify all existing conditions. Any discrepancy between existing conditions and those shown on the drawings shall be immediately brought to the attention of the engineer. Field verify any dimensions.

Minimum allowable horizontal clearance between sanitary sewer mains and services and water mains and services should be 10'. The dimensions are measured from the outer edge of pipes.

All parking lot lights are to be sharp cut off lighting.

KANSAS ONE-CALL:  
**1-800-DIG-SAFE**  
(1-800-344-7233)

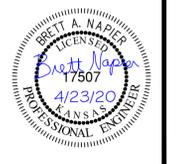
Protect yourselves and your property against underground utility damage and liability. Find out where the underground utility lines might be buried before you dig.

Anyone digging in Kansas must call before digging. The person who is doing the work is responsible for calling KOC. If the owner contracts with a professional excavator to do the excavation then the professional excavator is responsible for calling KOC.

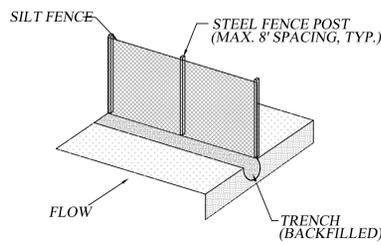
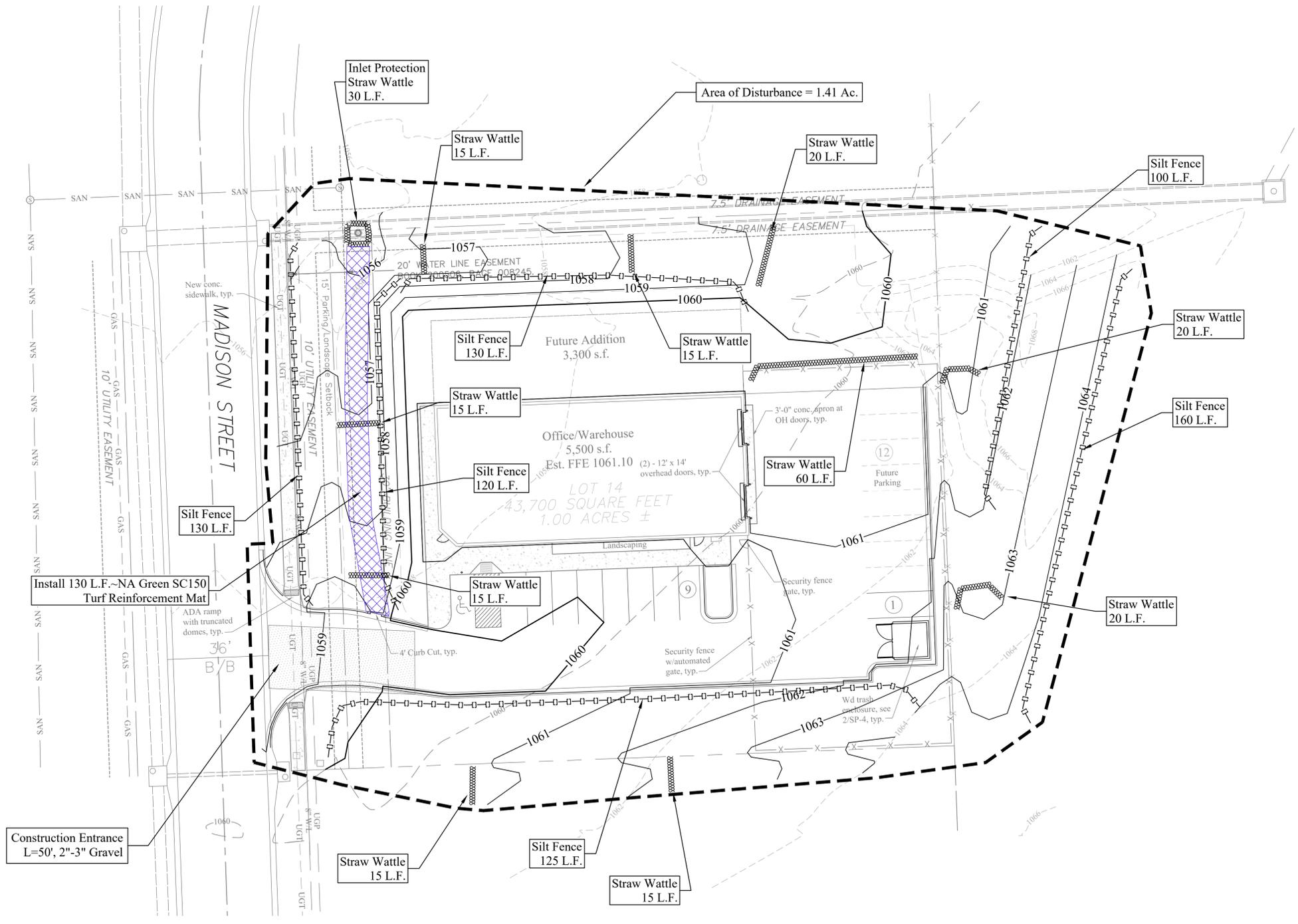
You (the digger) will need to provide information about the work site when you call. This is a FREE service.

CALL BEFORE YOU DIG  
IT'S THE LAW.  
Chapter 66--PUBLIC UTILITIES  
Article 18--UTILITY DAMAGE PREVENTION

NO.	DATE	DESCRIPTION

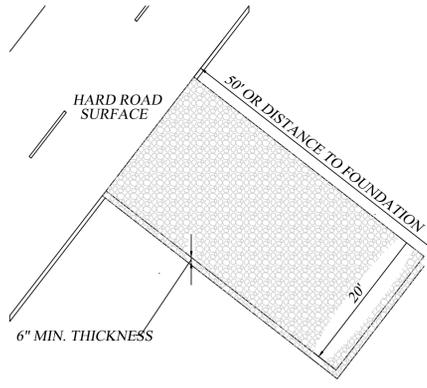


- GENERAL NOTES:
1. THE INTENT OF ALL EROSION CONTROL DEVICES IS TO PREVENT ERODED SOIL FROM ENTERING DITCHES, STORM SEWERS, LAKES, STREETS OR ANY OTHER DRAINAGE FEATURE.
  2. THIS SHEET IS INTENDED TO PROVIDE GUIDELINES AS TO WHAT TYPE OF EROSION CONTROL DEVICES WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS. CONTRACTORS ARE EXPECTED TO BID PROJECTS ACCORDINGLY.
  3. EROSION CONTROL DEVICES SHALL BE MAINTAINED DURING THE CONSTRUCTION PROCESS TO REMAIN EFFECTIVE. MAINTENANCE SHALL BE AS INDICATED ON SOIL EROSION BMP'S DETAIL SHEETS.
  4. PERSONS DESTROYING EROSION CONTROL DEVICES SHALL BE RESPONSIBLE FOR IMMEDIATELY REPAIRING THEM OR INSTALLING SUITABLE REPLACEMENT DEVICES.
  5. THE DEVELOPMENT OF ANY SUBDIVISION THAT DISTURBS 1 ACRE OR MORE WILL REQUIRE A FEDERAL/STATE NPDES STORM WATER PERMIT. THE PREPARATION OF A STORM WATER POLLUTION PREVENTION PLAN IS REQUIRED. EROSION CONTROL DEVICES ARE REQUIRED. THE DETAILS SHOWN ON THIS SHEET ARE THE MINIMUM STANDARDS TO BE SHOWN ON POLLUTION PREVENTION PLANS.
  6. FOR SUBDIVISIONS SMALLER THAN 1 ACRE, SOIL EROSION DEVICES ARE REQUIRED. ALSO, DEVELOPERS AND CONTRACTORS ARE ENCOURAGED TO DEVELOP POLLUTION PREVENTION PLANS FOR EACH PROJECT PRIOR TO CONSTRUCTION.
  7. FAILURE TO USE AND MAINTAIN SOIL EROSION DEVICES IS A VIOLATION OF ENVIRONMENTAL PROTECTION AGENCY LAW AND WILL SUBJECT THE SUBDIVISION DEVELOPER AND CONTRACTORS TO THE PENALTIES PROVIDED THEREIN.
  8. THE APPLICATION OF EROSION CONTROL DEVICES SHOWN ON THIS SHEET IS FOR SITUATIONS NORMALLY ENCOUNTERED. FROM TIME TO TIME, SITUATIONS WILL ARISE THAT MAY REQUIRE DEVICES OTHER THAN THAT SHOWN. EROSION CONTROL DEVICES, OTHER THAN THOSE SHOWN, MAY BE UTILIZED SO LONG AS THEY ARE EFFECTIVE AND MAINTAINED.
  9. A STABILIZED EARTH SURFACE IS DEFINED AS ONE THAT IS HARD SURFACED WITH CONCRETE, ASPHALT, OR THE LIKE, OR ONE ON WHICH 70% OF THE GRASS HAS GERMINATED ON THE ENTIRE SURFACE.



- CONSTRUCTION SPECIFICATIONS**
1. Steel posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source.
  2. Silt Fence shall be trenched in with a spade or mechanical trencher so that the downslope face of the trench is flat and perpendicular to the line of flow.
  3. The trench should be a minimum of 6" deep and 3-4" wide to allow for the silt fence to be laid in the ground and backfilled.
  4. Silt Fence should be securely fastened to each steel support post or to woven wire which is in turn attached to the steel fence posts.
  5. Inspection shall be frequent and repair or replacement shall be made promptly as needed.
  6. Silt Fence shall be removed when it has served its usefulness so as not to block or impede storm flow or drainage.
  7. Sediment trapped by this practice shall be uniformly distributed on the source area prior to topsoiling.
  8. The Erosion Control shown shall be Silt Fence. Additional Erosion Control provided by contractor may be Straw Bale Dike.

**SILT FENCE DETAIL**



- NOTES:
1. INSTALL AS SOON AS POSSIBLE AFTER START OF GRADING.
  2. USE 2 TO 3 INCH AGGREGATE STONE.
  3. DRIVE MUST BE AT LEAST 20 FEET WIDE AND 50 FEET LONG OR THE DISTANCE TO THE FOUNDATION, WHICHEVER IS LESS.
  4. REPLACE AS NEEDED TO MAINTAIN 6 INCH DEPTH.

**GRAVEL CONSTRUCTION ENTRANCE DETAIL**

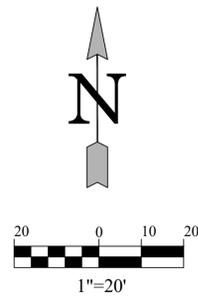
**LEGEND**

- DENOTES SILT FENCE
- — — — DENOTES LIMITS OF DISTURBANCE
- ▨▨▨▨ DENOTES 12" DIA. STRAW WATTLES
- ▨▨▨▨ DENOTES 8' WIDE NA GREEN SC 150 TRM

- EROSION CONTROL NOTE:**
1. ALL TREES LOCATED IN THE AREA OF DISTURBANCE SHALL BE REMOVED & DISPOSED BY CONTRACTOR.
  2. SILT FENCE OR COIR LOGS WILL BE PLACED AROUND THE PERIMETER BEFORE ANY CLEARING OR GRADING ACTIVITIES.
  3. ALL DISTURBED AREAS SHALL BE MULCHED AND SEEDED AFTER GRADING ACTIVITIES HAVE BEEN COMPLETED.
  4. SILT FENCE MAY BE SUBSTITUTED FOR COIR LOGS.
  5. STABILIZE DISTURBED AREAS WITH MULCH OR SIMILARLY EFFECTIVE SOIL STABILIZING MEASURES WHEN ACTIVITIES ARE CEASED AND WILL NOT RESUME FOR OVER 14 DAYS.

NOTE: ALL DISTURBED AREAS SHALL BE MULCHED AND SEEDED AFTER GRADING ACTIVITIES HAVE BEEN COMPLETED.

- SITE INSPECTION SCHEDULE:**
- Once every 7 days & within 24 hrs after a precipitation event of 0.5" or greater





*Abeln & Associates  
Architects, P.A.*  
11827 W. 112th Street, Suite 102  
Overland Park, KS 66210  
913.345.8833

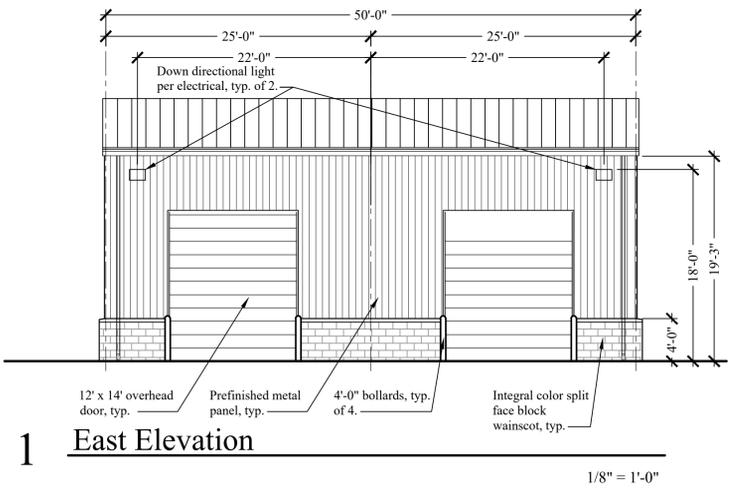
KWE/MLA

**PEACH STATE ROOFING**  
Lot 14 Country Meadows  
Springhill, Kansas

Project # - 20099

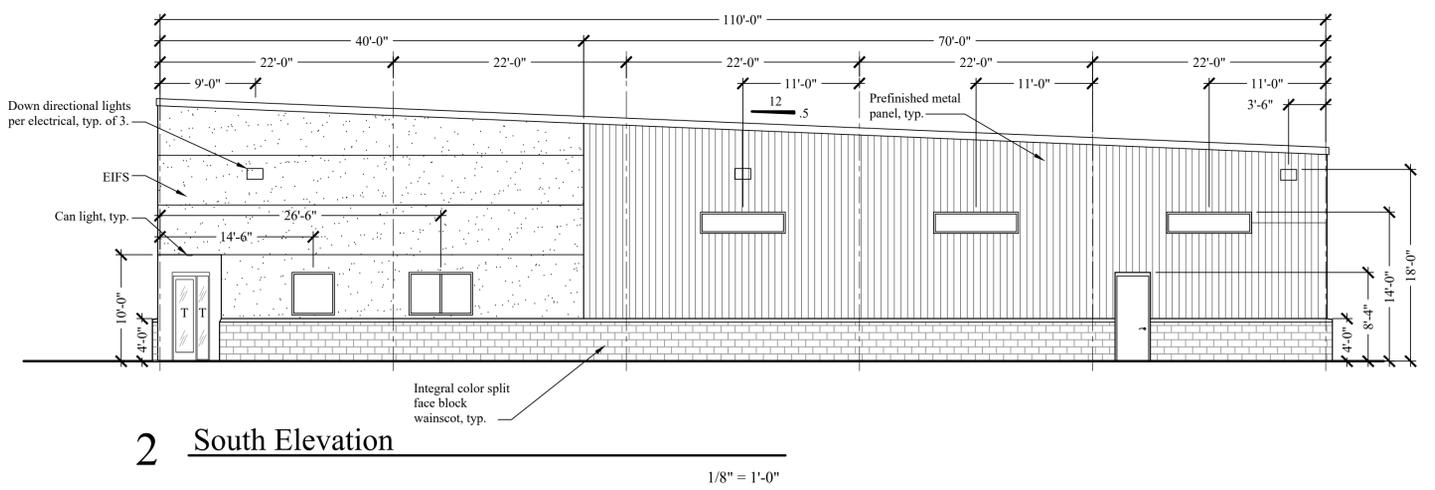
DATE  
April 23, 2020  
revisions

SHEET NUMBER  
**A-301**  
Elevations



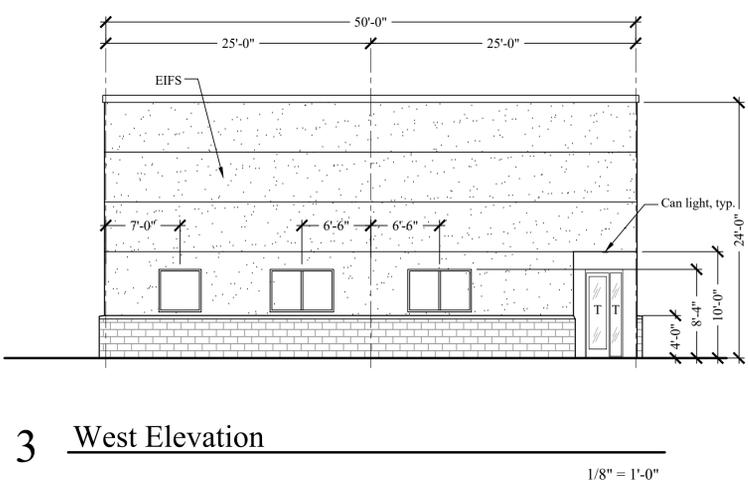
1 East Elevation

1/8" = 1'-0"



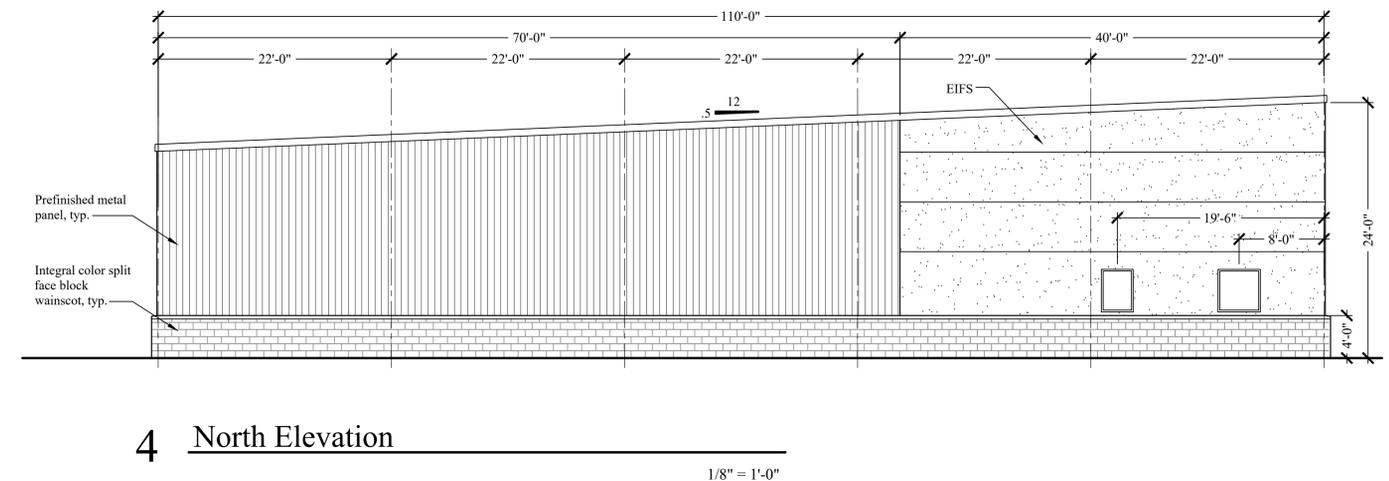
2 South Elevation

1/8" = 1'-0"



3 West Elevation

1/8" = 1'-0"

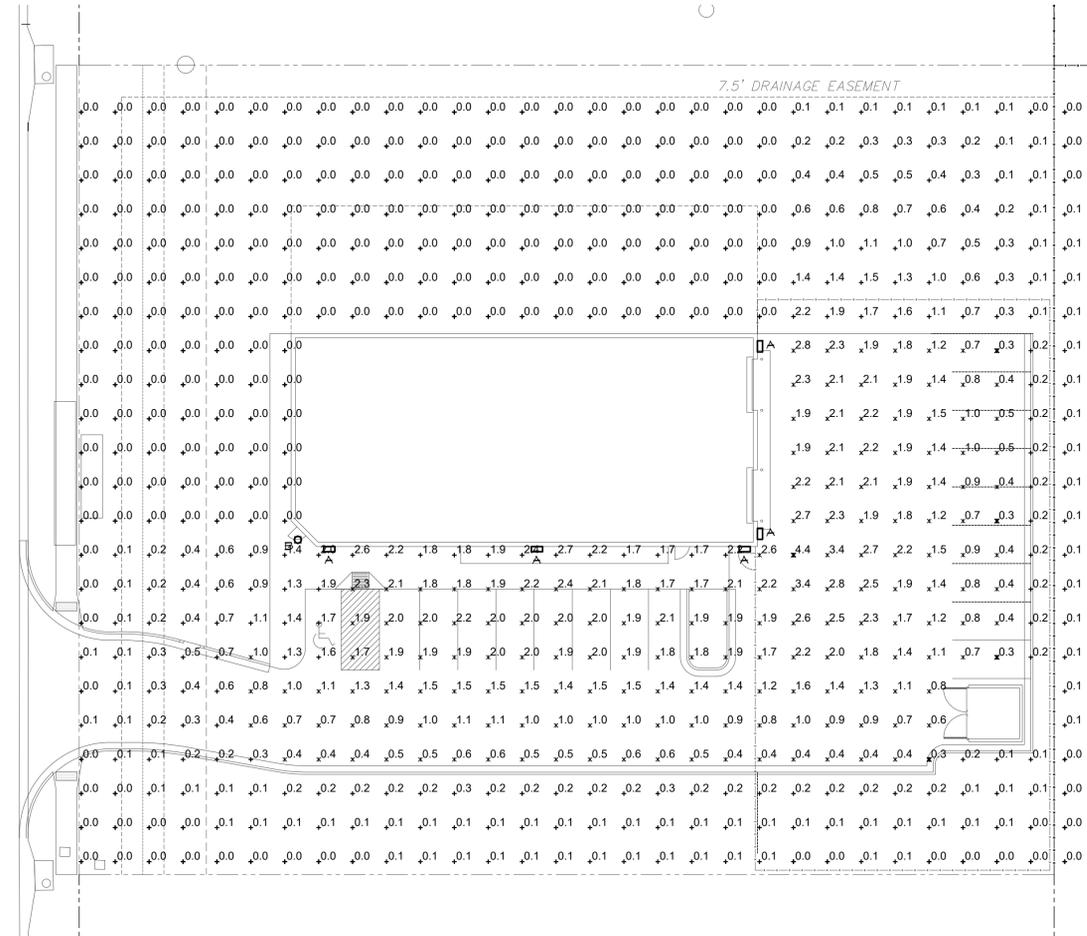


4 North Elevation

1/8" = 1'-0"

LIGHT FIXTURE SCHEDULE					
MARK NO.	MANUFACTURER & CATALOG NUMBER	VOLTS WATTS	LIGHT SOURCE	DESCRIPTION	EQUIVALENT MANUFACTURERS
A	LITHONIA DSXW11-LED-20C-1000-30K-TFTM-MVOLT-H5	120 74	LED 7600LUM 3000K	WALL MOUNTED FULL CUTOFF LED AREA LIGHT WITH FORWARD THROW DISTRIBUTION AND HOUSE SIDE SHIELD. WALL MOUNT ON BUILDING 15'-0" ABOVE GRADE, REFER TO ARCHITECTURAL ELEVATIONS	LUMARK KIM OR EQUAL
B	LITHONIA WF6-LL-LED-30K-MW	120 3	LED 800LUM 3000K	6"Ø LED DOWNLIGHT WITH WHITE TRIM	LUMARK KIM OR EQUAL

STATISTICAL AREA SUMMARY					
AREA	AVG FC	MAX FC	MIN FC	MAX/MIN	AVG/MIN
PARKING	1.5	4.4	0.3	14.7	5.0
ENTIRE SITE	0.6	4.4	0.0	N/A	N/A



**SITE PHOTOMETRIC PLAN**  
SCALE: 1" = 20'



**ENGINEERS INCORPORATED**  
5720 Reeder  
Shawnee, Ks. 66203  
(913)262-1772

This drawing has been prepared by the Engineer, or under his supervision. This drawing is provided as an instrument of service by the Designer/Engineer and is intended for the use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein, constitute the original, copyrighted work of the Designer/Engineer. Any reproduction, use, or disclosure of information contained herein without prior written consent of the Engineer is strictly prohibited.  
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PE COA #E-359

4/23/2020



BC PROJECT #20353

A PROJECT FOR:  
**PEACH STATE ROOFING**  
LOT 14  
COUNTRY MEADOWS  
SPRING HILL, KS

ISSUE DATE:  
4-23-2020

REVISION:

SHEET TITLE  
SITE PHOTOMETRIC PLAN

**PH1**

# ALTA / NSPS LAND TITLE SURVEY

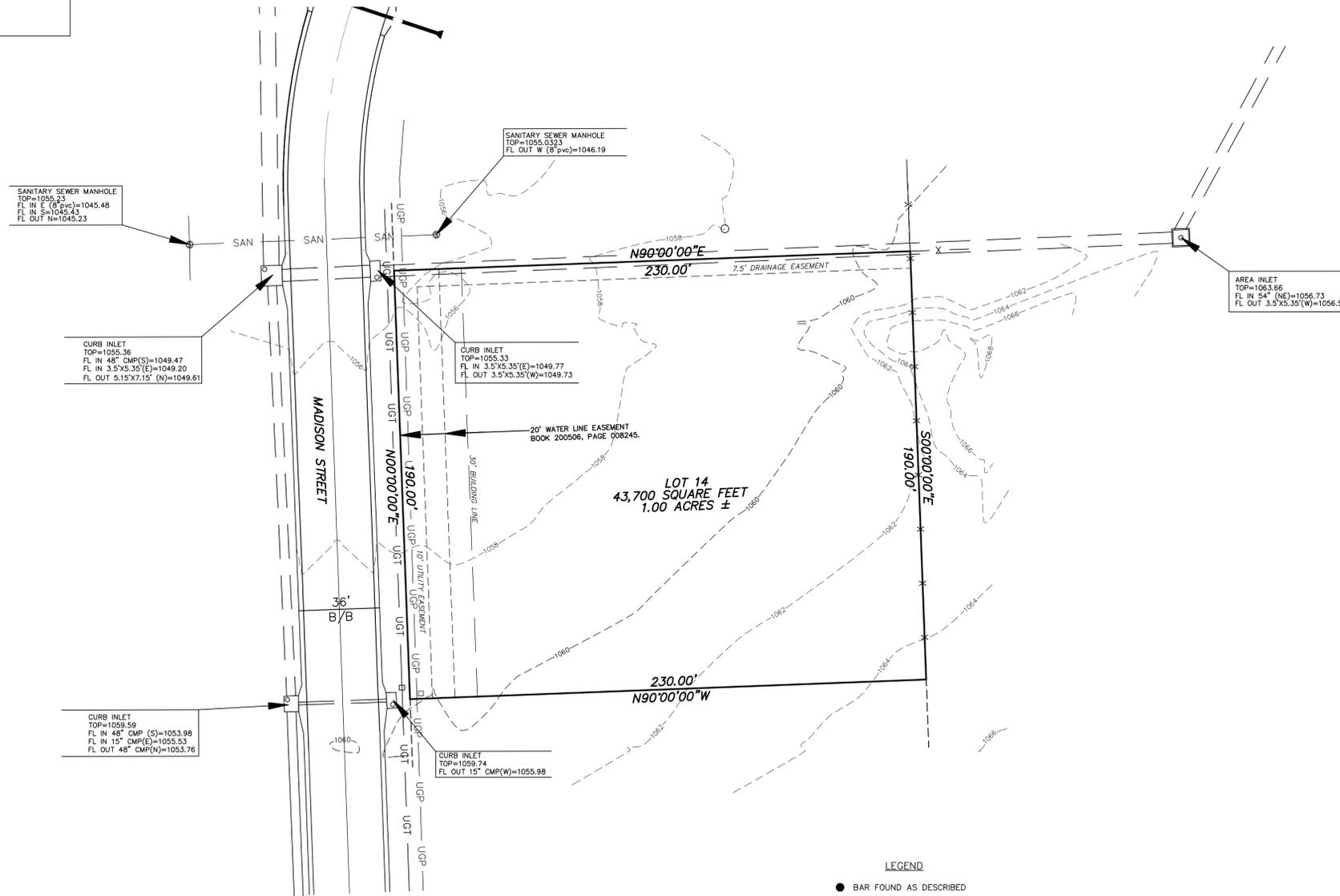
COUNTRY MEADOWS INDUSTRIAL PARK 4TH PLAT, LOT 14  
SPRING HILL, JOHNSON COUNTY, KANSAS

Legal Description Per Title Commitment: Lot 14, Country Meadows Industrial Park, 4th Plat, a subdivision in the City of Spring Hill, Johnson County, Kansas.

BEARINGS BASED ON FINAL PLAT OF COUNTRY MEADOWS INDUSTRIAL PARK 4TH PLAT.

### LEGEND

	WATER VALVE	ST	STORM SEWER
	FIRE HYDRANT	SS	SANITARY SEWER
	STORM YARD INLET	W	WATER MAIN
	SANITARY MANHOLE	EX ST	EXISTING STORM SEWER
	STORM MANHOLE	EX SS	EXISTING SANITARY SEWER
	CURB INLET	EX W	EXISTING WATER MAIN



- TITLE REPORT FURNISHED BY: SECURITY FIRST TITLE COMMITMENT NO. 2350809, DATED FEBRUARY 5, 2020 AT 7:00 AM**
- ITEMS OF SCHEDULE B:**
- Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of 9, said land recorded September 24, 2002 in Plat Book 126, Page 40, or otherwise appearing in the public records. (Shown on drawing)
  - Covenants, conditions, restrictions, easements and assessments contained in Book 3168, Page 786.
  - Terms and provisions of the Homes Association Declaration recorded in Book 3168, Page 786, which provides for, among other things, the levy of assessments, which if unpaid, may become a lien thereon.
  - Terms and provisions of Resolution No. 284 authorizing street construction, recorded February 14, 1990 in Book 3124, Page 382, which provides for the levy of assessments in connection therewith.
  - Terms and provisions of Resolution No. 510 authorizing certain Internal City Improvements, recorded February 21, 2003 in Book 8676, Page 342, which provides for the levy of assessments in connection therewith.
  - Easement granted to Water District No. 1 of Johnson County (Kansas) recorded June 17, 2005 in Book 200506, Page 008245. (Shown on drawing)
  - Terms and provisions of Resolution No. 572, Resolution No. 597, and Ordinance No. 2008-08, recorded November 9, 2005 in Book 200511, Page 004105; October 5, 2006 in Book 200610, Page 002122; and May 13, 2008 in Book 200805, Page 004273, which provide for the levy of assessments in connection therewith.
  - Terms and provisions of Resolution No. 574, Resolution No. 599, and Ordinance No. 2012-09, recorded October 5, 2006 in Book 200610, Page 002120; September 16, 2009 in Book 200909, Page 004292; and May 29, 2012 in Book 201205, Page 009846, which provide for the levy of assessments in connection therewith.
  - Terms and provisions of the Declaration of Restrictive Covenant recorded May 5, 2015 in Book 201505, Page 001056.

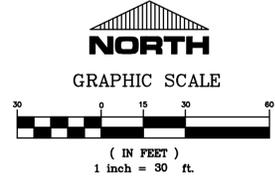
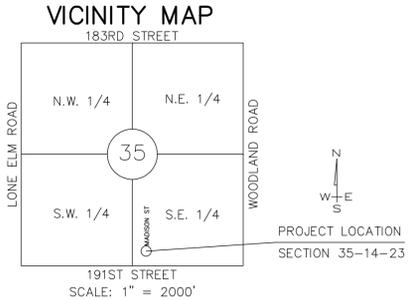
- SURVEYOR'S NOTES:**
- There is no visible evidence of earth moving or construction
  - There is no visible evidence of street or sidewalk repairs or construction
  - There is no visible evidence of wetlands
  - Madison Street and 191<sup>st</sup> Street are Public Ways.
  - Current Land Owner - M Kelly Realty LLC
  - This property is not in a flood plain per Firm Map No. 20091C0123G Revised Aug 3, 2009
  - Total Land Area - 43,700 or 1.00 acres more or less
  - This property lies in zone X, areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- Kansas One Call ticket no. 20121920 dated 03/24/2020
- Apparent water line lies inside the water line easement. No water lines were located with this survey
- Surveyor does not warrant size, type, depth of utilities located unless otherwise stated.

To Abeln Architects, Security First Title, its affiliates, successors and/or assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1,3,4,5,8,11,19,20 and 21 of Table A thereof. The fieldwork was completed on 03-02-2020.



Robert M. Layton, Professional Land Surveyor, KS 1266 Date Prepared: 03-30-2020



**PREPARED FOR:**  
ABELN ARCHITECTS  
11827 W 112th Street, Suite 102  
Overland Park, Kansas 66210  
PHONE: 913-345-8833

**PREPARED BY:**  
ALLENBRAND-DREWS & ASSOCIATES, INC.  
122 N. WATER STREET  
OLATHE, KANSAS 66061  
PHONE: (913) 764-1076  
FAX: (913) 764-8635  
PREPARED ON: 07-13-18



CIVIL ENGINEERS  
LAND SURVEYORS - LAND PLANNERS  
122 N. WATER STREET  
OLATHE, KANSAS 66061  
PHONE: (913) 764-1076 ALLENBRAND-DREWS.COM

T:\DRAWINGS\33000\33064-Abeln Country Meadows 4th Plat\33064.dwg Scale=1:50 Drawn April 01, 2020 - 11:53am By: Blb

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY

SUBMITTED BY: PATRICK BURTON, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JUNE 25, 2020

DATE: JUNE 10, 2020

---

**Formal Action:** Ordinance No. 2020-\_\_\_ approving Conditional Use Permit, CUP-000014-2020, for Spring Hill Middle School #3.

**Issue:** An application has been received for a conditional use permit for a middle school to be located at 18685 W. 191<sup>st</sup> St. The area is zoned RP-1 (Planned Single Family Residential) which allows school uses with an approved Conditional Use Permit.

**Background:** The applicants, RIC and USD 230, have submitted a request for a conditional use permit for a middle school that would be located at 18685 W. 191<sup>st</sup> St. The Spring Hill Zoning Ordinance allows for a school in an RP-1 district with a Conditional Use Permit, as per section 17.310.C.3.

**Analysis:** The attached staff report was presented to the Spring Hill Planning Commission on June 4, 2020 and details the Spring Hill Middle School #3 project and review criteria. As per the attached minutes from the June 4, 2020, Planning Commission (PC) meeting, the required public hearing was conducted. Comments from the public included:

- Concerns of increased traffic along Ridgeview Rd.

After closing the public hearing and discussion, the PC voted unanimously to recommend approval of the CUP application subject to the following:

1. The conditional use permit is subject to annual staff review and reporting to the Planning Commission with- in the matrix policy put into place by the PC in 2014.

**Alternatives:** Approval, denial, remand to PC for further review

**Legal Review:** City Attorney has reviewed the draft ordinance for the CUP.

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

**Recommendation:** It is the recommendation of the Planning Commission and staff to adopt Ordinance No. 2020-\_\_\_ approving Conditional Use Permit CUP-000014-2020 subject to the following:

1. The conditional use permit is subject to annual staff review and reporting to the Planning Commission

**Attachments:** Staff Report CUP-000014-2020  
Minutes from June 4, 2020, PC meeting  
Draft Ordinance

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

**Case #:** CU-000014-2020

**Meeting Date:** June 4, 2020

**Description:** Proposed Conditional Use Permit for a USD 230 Middle School #3

**Location:** Estates of Wolf Creek Subdivision, 191<sup>st</sup> St. & Ridgeview Rd.

**Applicant:** USD230

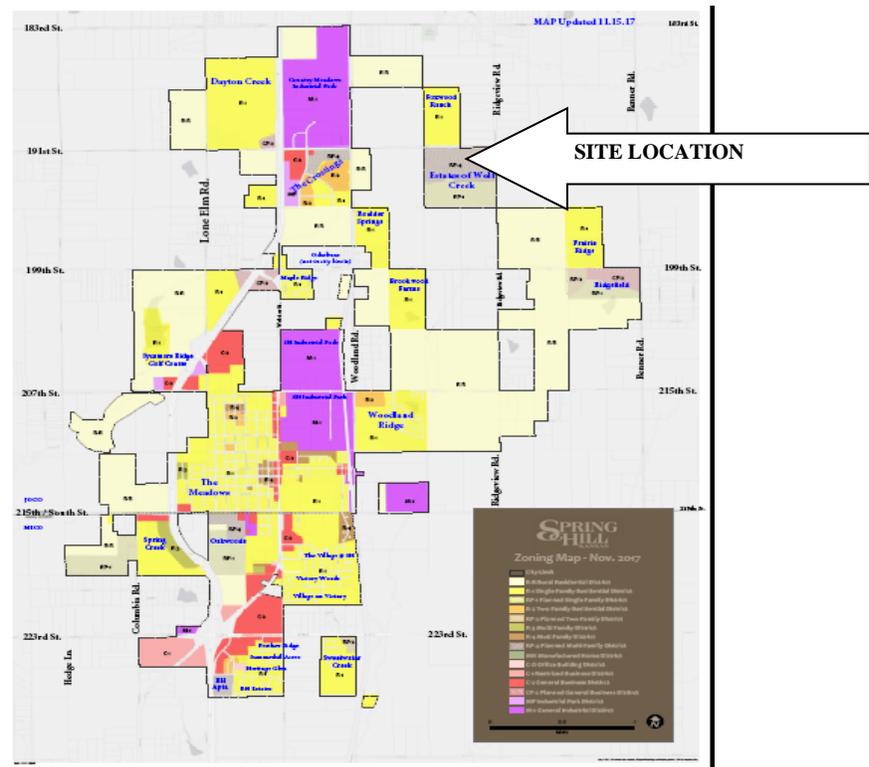
**Engineer:** RIC

**Current Zoning:** RP-4 Multi-Family Residential

**Site Area:** 34.60 acres

**Number of Lots:** 1

	Current Zoning	Existing Land Use	Future Land Use Map
<b>Site:</b>	RP-4	Agricultural	Residential Institutional
<b>North:</b>	R-R	Agricultural	Residential
<b>South:</b>	RP-1	Single Family Resid.	Planned General Business
<b>East:</b>	CP-2	Planned General Business.	Planned Multi-Family
<b>West:</b>	RP-4	Institutional.	



**BACKGROUND:**

The applicants, USD230, have submitted a request for a conditional use permit for a middle school that would be that would be located in the Estates of Wolf Creek Subdivision. The Spring Hill Zoning Ordinance allows for a school in an RP-4 district with a Conditional Use Permit, as per section 17.310.C.3.

**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 currently is vacant land as this proposed use is a part of the Estates of Wolf Creek Subdivision.
2. **Adjacent Zoning.** Adjacent parcels are zoned RP-1 Single Family Residential and CP-2 Planned General Business. The Proposed conditional use permit is compatible with existing zoning.
3. **Requested Because of Changing Conditions:** Growth in the community and within the boundaries of USD230 have necessitated the need for a new middle school.
4. **Detrimental Effect of Zoning Change.** The proposed conditional use permit will not have a detrimental effect on the nearby properties. It is the opinion of staff that the proposed use will not create land use conflicts with existing or planned future uses. To date, staff has not received comments negative to the request from adjoining owners or the general public.
5. **Public Gain Balanced by Landowner Hardship.** Public gain includes regulating the property with a Conditional Use Permit.
6. **Conformance with Comprehensive Plan.** The proposed conditional use permit Is in conformance with the Spring Hill Comprehensive Plan, which shows the parcel as planned multi-family residential.
7. **The proposed project is consistent with purposes of the regulations and intent of the district.** The proposed development is consistent with regulations and intent of the district in that a school is allowed in an RP-4 zone with a conditional use permit.
8. **Review of suitability of parcel for uses permitted by the district.** The proposed project is suitable for this particular parcel when considering zoning, current use and future land use.
9. **The proposed project corrects an error.** The project does not correct an error of any kind.
10. **Adequacy of current facilities.** Facilities such as road access, water, sewer, electric

and gas are available to be extended to the site.

**11. Conformity with Comprehensive Plan.** The proposed use is in compliance with the Comprehensive Plan with regards to zoning and future land use.

**12. Hardship if application is denied.** The applicant could better speak to any perceived hardship if the application is denied.

**SITE PLAN:**

Conditional Use Permit applications are to be accompanied by a detailed site plan. The site plan is an additional item for consideration by the Planning Commission in connection with this CUP application. The site plan information and staff report are included with the PC packet. The site plan was approved by the Planning Commission at the May 7, 2020 meeting.

**ADDITIONAL REVIEW CRITERIA:**

As per the matrix adopted by the Planning Commission in 2014, schools with a Conditional Use Permit are recommended for annual review rather than scheduled renewal.

**PLANNING COMMISSION REVIEW AND ACTION:**

Upon review of the CUP application, the Planning Commission may, by a majority vote of those Members present:

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

**RECOMMENDATION:**

Staff recommends the approval of CU-000014-2020, for a school located within Estates of Wolf Creek subdivision, as described in the above staff report, with the following condition(s):

1. The conditional use permit is subject to annual staff review and reporting to the Planning Commission

*Suggested Motion: Move to recommend approval of Conditional Use Permit, CU-000014-2020, for a middle school located within Estates of Wolf Creek subdivision as presented by staff, subject to the following:*

- *Annual staff review and reporting to the Planning Commission*

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

**Temporary changes due to COVID-19.** — Attendance at meetings was limited to 10 individuals including Commissioners and staff. Public comments, for agenda items only, must be submitted in writing by noon on the day of the meeting to [planning@springhillks.gov](mailto:planning@springhillks.gov). There were no comments received. Public access to the meeting was available via phone or by a link that was provided at the City of Spring Hill website [www.springhillks.gov](http://www.springhillks.gov).

**City of Spring Hill, Kansas**  
**Minutes of Planning Commission Regular Session**  
**June 4, 2020**

A Regular Session of the Planning Commission was held by way of Zoom under the temporary meeting protocol on June 4, 2020. The meeting convened at 7:06 p.m. with Chairman Stephen Sly presiding, and Amy Long, Planning Secretary recording.

Commissioners in attendance: Stephen Sly  
Cindy Squire  
Mary Dobson  
Troy Mitchell  
Janell Pollom – logged in at 7:22  
Roger Welsh, II  
Josh Erhart

Commissioners absent: Mike Denny

Staff in attendance: Patrick Burton, Director of Community Development  
Amy Long, Planning Secretary  
Antwone Smoot, I.T.

**PLEDGE OF ALLEGIANCE**

**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. Erhart seconded by Mr. Welsh to approve the agenda with deletion of Agenda Item No. 10.  
**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Squire-Aye; Erhart-Aye  
**Motion carried 6-0-0**

**CITIZEN PARTICIPATION**

Under Temporary Meeting Protocol, only participation is with items on the Agenda.

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

## FORMAL COMMISSION ACTION

### **6. Conditional Use Permit (CUP-000014-2020) – Spring Hill Middle School #3**

*Beginning of Staff Report*

*End of Staff Report*

Ms. Sly opened the hearing to the Public

Mr. Erhart recused himself from this agenda item.

Mr. Mitchell disclosed his wife is a member of the school board, but it will not interfere with his ability to make a decision.

Mr. Sly disclosed his wife works for the school district and lives in the Estates of Wolf Creek, but it will not affect in any way his decision with voting.

Ms. Pollom disclosed she works for the school district and does not believe it will affect how she votes.

Ms. Squire disclosed she works for the school district, but it will affect how she votes.

City Staff received the following comment/question from resident, Peggy Richey, 19306 Newcastle St which Mr. Sly read aloud.

I live in Estates of Wolf Creek and I am very concerned about traffic flow on 193rd St, 191st St, and Ridgeway. It is already a nightmare getting out of my house at end of school, Between elementary and high school traffic. Mornings are not much better.

How do you plan to handle the traffic flow in these areas? In accordance with the traffic study, staff is working on the total area street improvements.

Are the three parking lots truly separated? Will the only traffic on 193rd St come just from the south lot west of the building? Or will there be traffic flow between the lots? The bus traffic will flow only from the east side of the building parking lot. Buses will be completely separated from other traffic within the school.

Where will the buses go? Buses travel in on 192<sup>nd</sup> St and out on 192<sup>nd</sup> St.

How will arrival time and dismissal time be coordinated between the two buildings and the high school? Mr. Burton answered – Mr. Elliott with the school district answered that the arrival and dismissal times between the schools was established at the May 11 Board of Education meeting the middle schools will start 10 min later than elementary and the high school is five minutes in the middle of middle schools and elementary schools.

I plan to attend the meeting via zoom. I wish I could be there in person but understand the limitations.

Thank you for addressing these questions.

While I am not thrilled with the school going back there and all the noise and traffic that will be associated with it, I do realize it has to go somewhere. I am just really concerned with the poor capacity of these streets to handle it.

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

Mr. Patrick Burton presented the staff report as outlined above.

Mr. Sly closed public hearing.

**Motion by** Mr. Welsh seconded by Ms. Squire to approve the Conditional Use Permit (CUP-000014-2020) for Spring Hill Middle School #3 as presented by staff with annual staff review and reporting to Planning Commission.

**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Pollom-Aye, Squire-Aye, Erhart-Abstain

**Motion carried 6-0-1**

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SPRING HILL, KANSAS, AUTHORIZING  
CONDITIONAL USE PERMIT (ELEMENTARY SCHOOL) LOCATED AT 18685 W.  
191<sup>ST</sup> ST., JOHNSON COUNTY, KANSAS.**

**WHEREAS**, the Spring Hill Planning Commission did hold a public hearing on June 4, 2020, 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 an elementary school, 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-000014-2020 (middle school); 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-000014-2020 is hereby approved for a middle school to commence upon the publication of this ordinance, located on the following tract of land located within Johnson County, Kansas:

20-0118 Spring Hill Middle School #3

PLAT Legal Description

All that part of the Northeast Quarter of Section 1, Township 15 South, Range 23 East, of the Sixth Principal Meridian, in the City of Spring Hill, Johnson County, Kansas, being described as follows:

COMMENCING at the Northeast Corner of said Northeast Quarter; thence South 02°02'05" East, along the East Line of said quarter section, a distance of 645.82 feet to the Northeast Corner of WOLF CREEK ELEMENTARY SCHOOL, a platted subdivision of land in the City of Spring Hill, Johnson County, Kansas; thence along the northerly, westerly, and southerly lines of said WOLF CREEK ELEMENTARY SCHOOL subdivision for the following Twelve (12) described courses; thence South 87°56'55" West, and also being along the North Line of 192nd Street, as now established, a distance of 435.34 feet to the TRUE POINT OF BEGINNING of land being described; thence South 02°03'05" East, along the West Line of said 192nd Street, a distance of 60.00 feet; thence South 87°56'55" West, a distance of 98.06 feet; thence westerly and southwesterly along a curve to the left, said curve being tangent to the last described course

and having a radius 100.00 feet, a central angle of 43°45'45", and an arc length of 76.38 feet to a point of reverse curve; thence southwesterly and westerly along said curve to the right, said curve having a radius of 80.00 feet, a central angle of 56°56'51", and an arc length of 79.51 feet to a point of reverse curve; thence westerly and southwesterly along said curve to the left, said curve having a radius of 100.00 feet, a central angle of 43°45'52", and an arc length of 76.38 feet; thence South 57°22'09" West, a distance of 290.75 feet; thence South 32°37'51" East, a distance of 374.68 feet; thence South 04°10'12" East, a distance of 98.66 feet; thence South 41°12'08" West, a distance of 121.61 feet; thence southeasterly along a curve to the left, said curve having an initial tangent bearing of South 46°55'18" East, a radius of 375.00 feet, a central angle of 19°59'12", and an arc length of 130.81 feet to the Northwest Corner of ESTATES OF WOLF CREEK, a platted subdivision of land in the City of Spring Hill, Johnson County, Kansas, said point also being the Northwest Corner of 193rd Street, as now established; thence South 23°05'34" West, along the westerly line of said ESTATES OF WOLF CREEK subdivision, and also being along the West Line of said 193<sup>rd</sup> Street, a distance of 50.00 feet; thence North 72°20'13" West, a distance of 52.84 feet; thence northwesterly and westerly along a curve to the left, said curve having an initial tangent bearing of North 66°54'26" West, a radius of 1,410.00 feet, a central angle of 34°33'40", and an arc length of 850.52 feet; thence North 11°28'02" West, a distance of 60.00 feet to a point on the centerline of a 20 foot wide Permanent Sanitary Sewer Easement, said easement being recorded in the Johnson County Kansas Register of Deeds Office on March 23, 2015 in Book 201503 at Page 00700; thence along said centerline of said Permanent Sanitary Sewer Easement for the following Seven (7) described courses; thence North 32°29'23" West, a distance of 86.32 feet; thence North 33°02'04" West, a distance of 199.29 feet; thence North 20°39'17" West, a distance of 229.75 feet; thence North 46°35'20" East, a distance of 145.88 feet; thence North 19°51'22" West, a distance of 396.52 feet; thence North 51°41'26" East, a distance of 341.98 feet; thence North 27°39'27" East, a distance of 155.25 feet; thence departing said centerline of said Permanent Sanitary Sewer Easement, North 02°08'50" West, a distance of 74.50 feet to a point on the North Line of said Northeast Quarter; thence North 87°51'10" East, along said North Line, a distance of 943.15 feet; thence South 02°08'50" East, a distance of 544.94 feet; thence southerly, southeasterly, and easterly along a curve to the left, said curve being tangent to the last described course, having a radius of 100.00 feet, a central angle of 89°54'15", an arc length of 156.91 feet; thence North 87°56'55" East, a distance of 92.78 feet to the POINT OF BEGINNING;

**SECTION TWO:** The real property described in Section One shall be deemed to be authorized for an elementary school, pursuant to Section 17.354 of the Spring Hill Zoning Ordinance subject to the following conditions:

1. Annual review by staff with report forwarded to Planning Commission.

**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 \_\_\_\_ day of June, 2020.

**APPROVED BY THE MAYOR** this \_\_\_\_ day of June, 2020.

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**Steven Ellis, Mayor**

**ATTEST:**

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**Glenda Gerrity, City Clerk**

**APPROVED AS TO FORM:**

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

**TO PUBLISHER:** Please publish one (1) time. Immediately upon publication, please forward copies of the above and foregoing Ordinance to the following:

- A. 1 copy to City Clerk, Glenda Gerrity, 401 N. Madison St., Spring Hill, Kansas 66083;
- B. 1 copy to City Attorney, Frank H. Jenkins, Jr., Lowe Law Firm, 105 S. Kansas Ave., Olathe, Kansas 66061 .

## Agenda Item Review Sheet

**To:** Mayor and City Council  
**From:** Pat Burton, Community Development Director  
**Date:** June 25, 2020  
**Meeting:** June 18, 2020

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**Formal Action:** Consider adoption of the Unified Zoning Ordinance and Subdivision Regulations, 2020 First Edition.

**Issue:** The proposed ordinance would incorporate changes to the Zoning and Subdivision Regulations relating to pawn shops and precious metal uses and microbrewery distilleries.

**Background/Analysis:** The Planning Commission studied the zoning districts and concluded the M-1 (General Industrial District) would be the proper zoning district for pawn shops and precious metal uses. The distillery uses are not directly addressed within the zoning regulations by name but have been comparatively identified with microbreweries shown as an approved use in the C-2 (General Business District).

On March 5, 2020, the Planning Commission recommended adding regulations for pawn shops and precious metals in the M-1 (General Industrial District) and adding the description of distilleries in the C-2 (General Business District).

**Legal Review:** The ordinance has been approved as to form by the City Attorneys.

**Recommendation:** Adoption of Ordinance.

- Alternatives:**
1. Motion to approve Ordinance No. 2020-\_\_\_\_ adopting the 2020 Unified Zoning Ordinance and Subdivision Regulations, First Edition.
  2. Motion to continue the ordinance pending further information from City staff.

**Attachments:** Ordinance  
Planning Commission minutes for March 5, 2020

**ORDINANCE NO. 2020-\_\_**

**AN ORDINANCE REGULATING ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF SPRING HILL, KANSAS; INCORPORATING BY REFERENCE THE UNIFIED ZONING ORDINANCE AND SUBDIVISION REGULATIONS, 2020 FIRST EDITION; SUCH INCORPORATING BEING AUTHORIZED BY K.S.A. 12-3009 AND 12-3012, INCLUDING ANY AMENDMENTS THERETO; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE ORDINANCE AND FURTHER REPEALING ORDINANCE NO. 2016-04.**

**WHEREAS**, the Planning Commission of the City of Spring Hill, Kansas, did cause a notice of public hearing to be published according to law and did hold a public hearing on March 5, 2020, in the City of Spring Hill, Kansas, regarding the adoption of changes to the Unified Zoning Ordinance and Subdivision Regulations (“Code”); and

**WHEREAS**, the Planning Commission recommended to the Governing Body that changes to the Unified Zoning Ordinance and Subdivision Regulations be adopted which consisted of adding regulations for pawn shops and precious metals in the M-1 (General Industrial District) and adding the description of distilleries in the C-2 (General Business District); and

**WHEREAS**, the Governing Body considered and affirmed said recommendation of the Planning Commission at its June 25, 2020, meeting.

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

**SECTION ONE:** Section 17.301A of the Spring Hill Municipal Code is hereby amended to read as follows:

**"17.301A. Code Adopted.**

“The Unified Zoning Ordinance and Spring Hill Subdivision Regulations, compiled on the 5<sup>th</sup> day of March, 2020, by the Planning Commission of the City of Spring Hill, Kansas (hereinafter referred to as “2020 First Edition”) is hereby adopted. Not less than one (1) copy of said Unified Zoning Ordinance and Spring Hill Subdivision Regulations shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2020-\_\_" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such deletion or

change, and to it shall be attached a copy of this Ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied at the cost of the City, such number of official copies of said standard marked Ordinance similarly marked as may be deemed expedient."

**SECTION TWO:** Penalty.

- (a) It is unlawful for any person to violate any of the provisions of this ordinance.
- (b) Any person violating the provisions of these rules and regulations shall upon conviction thereof be fined a sum not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) or confined to the county jail for a period not to exceed 179 days or both such fine and confinement. In addition to proceeding under authority of this section, the City shall further have the authority to maintain suits or actions in any court of competent jurisdiction for the purpose of enforcing any provisions of these rules and regulations and to abate addition to other remedies, institute injunction, mandamus, or other appropriate actions or proceedings to prevent such violations.
- (c) Each day any violation of these rules and regulations continues shall constitute a separate offense.

**SECTION THREE:** That this Ordinance shall be construed as follows:

- A. **Liberal Construction.** The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.
- B. **Savings Clause.** The repeal of Ordinance sections, as provided herein below shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and actions therefor.
- C. **Invalidity.** If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out in this Ordinance, or the application thereof to any person or circumstances is declared to be

unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this Code or other Ordinances.

**SECTION FOUR: Repeal.** Ordinance No. 2016-04 is hereby repealed.

**SECTION FIVE: Effective Date.** This Ordinance shall be in force from and after its passage, approval and publication as provided by law.

**PASSED** by the Governing Body this 25<sup>th</sup> day of June, 2020.

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

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

**City of Spring Hill, Kansas**  
**Minutes of Planning Commission Regular Session**  
**March 5, 2020**

A Regular Session of the Planning Commission was held at the Civic Center, 401 N. Madison St., Spring Hill, Kansas on March 5, 2020. The meeting convened at 7:03 p.m. with Chairman Stephen Sly presiding, and Amy Long, Planning Secretary recording.

Commissioners in attendance: Stephen Sly  
Cindy Squire  
Mary Dobson  
Troy Mitchell  
Josh Erhart  
Janell Pollom  
Roger Welsh, II

Commissioners absent: Mike Denny

Staff in attendance: Patrick Burton, Director of Community Development  
Amy Long, Planning Secretary

Public in attendance: Chad Eckert  
Steve Owen  
Bill Peterman  
Rodolfo Arevalo  
Kari Fisher

**PLEDGE OF ALLEGIANCE**

**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. Welsh seconded by Mr. Mitchell to approve the agenda as presented.

**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Erhart-Aye, Pollom-Aye, Squire-Aye

**Motion carried 7-0-0**

**CITIZEN PARTICIPATION**

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda.

Kari Fisher, resident discussed the following topics:

- Contain the Rain Johnson County
- Artwork being displayed from the Comprehensive Plan 20 years ago
- Bridge the Gap

## FORMAL COMMISSION ACTION

### 3. Public Hearing – Zoning Ordinance

*Beginning of Staff Report*

*End of Staff Report*

Mr. Burton presented the report as outlined above.

Mr. Chairman opened hearing to the public.

Kari Fisher, resident, raised concerns about the zoning district for distilleries. Her concerns were the following:

- More police involvement
- Noise
- More traffic

Bill Peterman, resident, raised concerns about the amount of grain that can be brought in for distilleries.

With no more comments from the public, Mr. Chairman closed the public hearing.

Ms. Squire and Mr. Welsh raised concerns about how a restaurant and a distillery would fit together as one business in the proposed district.

**Motion by** Mr. Welsh seconded by Ms. Dobson to approve the changes to the Unified Zoning Ordinance adding regulations for Pawn Shops and Precious Metals in the M-1 (General Industrial District) and included the description of Distillery in the C-2 (General Commercial District) as presented.

**Roll Call Vote:** Dobson- Aye, Welsh- Aye, Sly-Aye, Mitchell- Aye, Erhart-Aye, Pollom-Aye, Squire-Aye

**Motion carried 7-0-0**

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR  
MEETING DATE: JUNE 25, 2020  
DATE: JUNE 18, 2020

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**Formal Agenda:** Consider adoption of a Resolution of Support for the Miami County Economic Development Strategic Plan.

**Issue:** Working with ADY Advantage over the past several months, Miami County has been presented with an Economic Development Strategic Plan to guide and promote the economic vitality of the County, and all of its cities. The “Plan” will soon be presented to the Miami County Board of Commissioners for adoption. During presentations, Miami County Economic Development Director Janet McRae will provide a presentation to further explain the Strategic Plan process and guidance provided within the Plan.

**Background:** As detailed in the attached Executive Summary, the development of a Strategic Plan for Miami County Economic Development included on-site analysis that leveraged primary research with area employers, stakeholders, and other key community leaders. It also involved an evidenced base analysis, target industry analysis, and an analysis of primary data. The overall plan was supported by goals and strategy sessions that provided stakeholders, including city staff, elected officials, business representatives and residents, the opportunity to provide input and feedback related to economic development.

**Analysis:** The research and data collection noted above resulted in the development of several key themes and goals for Miami County as outlined in the accompanying material. Support of this Strategic Plan will be beneficial to all cities in Miami County, including Spring Hill, as we work together to promote, build and grow for the good of all residents, businesses, and industries, both present and moving forward.

**Alternatives:** Approve, deny, or table the proposed resolution of support.

**Legal Review:** The City Attorney has reviewed the attached proposed resolution of support.

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

**Recommendation:** Staff recommends adoption of Resolution # \_\_\_\_\_ supporting acceptance of the Miami County Economic Development Strategic Plans by the Board of County Commission as a roadmap for creating a “County of Choice” in the Kansas City metropolitan area.

**Attachments:**

1. Miami County Economic Development Strategic Plan Executive Summary
2. Draft resolution

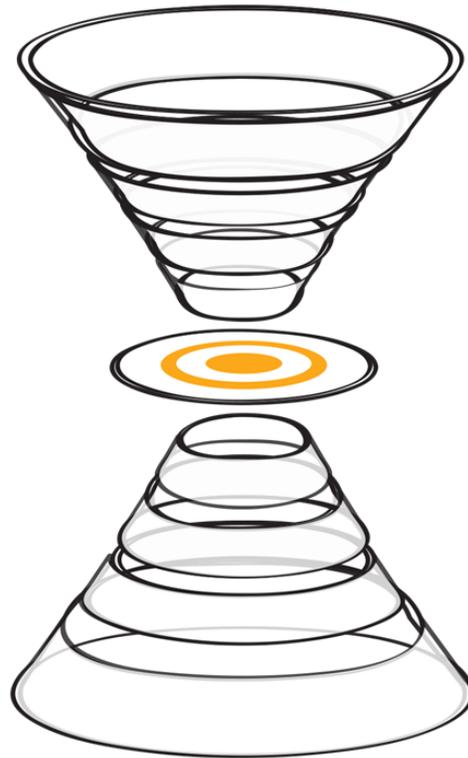


# Executive Summary

# Executive Summary

## ADY ADVANTAGE APPROACH

The following approach below was used by Ady Advantage to create an economic development strategic plan for Miami County.



### PHASE 1: DISCOVER

- Project Kick-off
- Market Assessment
- Comprehensive Stakeholder Engagement

### PHASE 2: DISTILL

- Opportunity and Barrier Assessment
- Target Industry Sector Analysis
- Alignment Session
- Target Industry Positioning
- Goals and Strategy Development Workshop

### PHASE 3: DO

- Strategy Development
- Goals and Alignment Session
- Implementation Map
- Final Presentation

The project included an on-site analysis that leveraged primary research with area employers, stakeholders, and other key community leaders. It also involved an evidenced-based approach to economic development that recruited a variety of data sources that resulted in market focused research, an economic base analysis, target industry analysis, and an analysis of primary data. The overall plan was supported by a goals and strategy session that provided stakeholders the opportunity to provide input and feedback related to economic development. The following pages represent a summary of this comprehensive work.

# Executive Summary

## KEY THEMES

During the on-site analysis, Ady Advantage conducted a variety interviews, roundtables, surveys, and stakeholder sessions to gain direct input. Key themes were identified through all these means of input, aggregated together and analyzed. Questions aimed to understand the area's competitiveness related to operating conditions and operating costs along with key opportunities around talent, partnerships, growth, etc. The questions also aimed to understand barriers to growth and other challenges employers and talent may experience. The following themes emerged:

1. There is a permeating and overriding tension around growth throughout the county and the communities, primarily focused on what kind of growth and development the region and the communities want to see. There seems to be a profound lack of consensus or shared vision around what the identity of Miami County and its communities should be. The northern part of Miami County is experiencing rapid growth stemming outwards from the Kansas City area. In contrast, the communities in the southern part of Miami County have seen little new development and growth resulting in a state of stagnation or decline. There is a significant segment of residents who are opposed new development, believing that it will change the identity of Miami County and/or its communities. This creates conflict and increases the potential for development opportunities to face hurdles and additional uncertainties. While this study did not do a deep dive on the region's current zoning and development regulations, input received suggests that at least some of the current county and municipal regulations are perceived as actually prohibiting growth. It was noted that the county and a couple of the communities are considering updates to their Community Comprehensive Plans. This should be encouraged as a way to update plans that may not be appropriately addressing the challenges and opportunities faced by decision-makers today.
2. Related to the first key theme outlined above, there are opportunities for educational awareness, advocacy, and communication towards developing shared development and growth goals. The communities in Miami County have great school districts, and this isn't by chance or accident. Community residents have made a conscious decision to approve bonds and tax increases that support their school districts. This shows a willingness on the part of residents to support certain activities if the value and benefits are seen and understand. With the proper advocacy, it may be possible to apply this same concept to supporting economic development activity within the County. To achieve this however, it is critical to communicate to residents how growth directly benefits them and their communities. One persuasion message is that the attraction of more industry will support the services currently offered by Miami County without increases to the resident tax base. Another is that the attraction of more industry will also attract and support the retail, restaurants and amenities that community residents desire. Ultimately, the value of economic development has to be made tangible to residents.

# Executive Summary

## KEY THEMES

3. As with all communities that benefit from direct access to a community college, the location of Fort Scott Community College within the region is beneficial to the communities of Miami County; however, it currently struggles to fulfill the needs of the communities it serves. It was noted by employers and other stakeholders that there were opportunities for the community college to make improvements in building relationships with the existing industry in the County and serving their workforce needs. There are also opportunities for the education institutions in the region to do a better job in exposing students to job opportunities in the County. It should be noted that the close proximity of Neosho County Community College and in particular Johnson County Community College, one of the top-ranking community colleges in the country, makes it particularly difficult for Fort Scott Community College to compete in providing services. There may be areas in which Fort Scott Community College can specialize in that can differentiate it from Johnson County Community College.
4. There are many unique agriculture-related tourism assets within the County; these include the wineries, the cider mills, the boutiques, etc. Furthermore, many of the communities have invested in their trails, lakes, parks and other community assets. There are significant opportunities to leverage all these assets into building an agritourism industry within the County. In addition to being an economic driver in the region, this agritourism industry could also be leveraged as a way to differentiate Miami County and help develop a unique identity for the County.
5. The Osawatomie State Hospital and Lakemary Center are both unique assets to the region, although the hospital is currently underleveraged. With its historical roots in mental health as an insane asylum, the hospital is an illuminating case study as to how our society has come to understand and treat mental illness in a more humane and patient-focused way. Over time, the hospital came to be largely detached from the communities, however; the hospital has new leadership under a director who is making reconnecting and integrating the hospital with the communities a central focus. Mental health services are a growing need nationally, and as baby boomers continue to retire healthcare needs will become more urgent in general. This provides opportunities to the hospital and center to service these healthcare and mental service needs. Furthermore, the elections of 2018 delivered a new Governor of Kansas, Laura Kelly, who supports the expansion of Medicaid within the State of Kansas. Should the Governor and Legislature come to a compromise and approve the expansion of Medicaid within the state, there will be significant new opportunities for Osawatomie State Hospital and Lakemary Center.

# Executive Summary

## KEY THEMES

6. In addition to the earlier identified tension around growth, there has been a high amount of turnover at both the staff and elected levels throughout the Cities and County in recent years, and this may be contributing to a lack of clarity around how much growth and what type of growth is desired. In turn, this creates the potential for there to be a lack of clarity in the roles of both the County and the Cities in achieving growth, which at best can lead to uncoordinated economic development activities and increased risk for potential businesses looking to relocate.
7. Like most communities across the country, Miami County has low unemployment rates and is experiencing workforce and talent challenges. For Miami County, this seems to be most pronounced as it relates to skilled labor and positions that require tech degrees, etc.. Johnson County on average pays higher wages, which often draws workforce away from Miami County and makes it difficult for them to compete for labor. There is also a sense that people may get education and training in Miami County, but then take those skills elsewhere for other employment opportunities with a higher pay scale, Johnson County chief among them.
8. Housing is a challenge across the communities in Miami County. While Spring Hill has been experiencing rapid residential development driven by growth out of the Kansas City metro area, most of this housing development is in the \$300k range, catering to people who often don't work within the County and also often take their disposable income outside of the County. Louisburg is starting to see some housing development; however, Paola and Osawatomie have not seen similar housing development. The City of Louisburg attempted to pass a Rural Housing Incentive District initiative; however, this was aggressively shot down by the community. There has been very little workforce housing development throughout the entirety of the County. Furthermore, while neighboring counties like Johnson County have recently completed or are undergoing housing studies, Miami County has not yet invested the resources in doing so.
9. Lack of product in Miami County is a major barrier to businesses that might be looking to locate or expand in the area. Those buildings that are available are mostly only suitable for commercial purposes and not industrial. There are almost no sites that could be considered "shovel-ready" available.
10. The state of infrastructure in Miami County is currently a barrier to growth and development. Water and sewer capacity and availability in certain parts of the County significantly hinders development activity. Availability and reliability of broadband/fiber will be critical to attracting and retaining talent from Kansas City, and Miami County currently struggles with both these criteria. Likewise, road infrastructure is critical for the growth of the warehousing and distribution industry and needs additional investments.

# Executive Summary

## TARGET INDUSTRIES

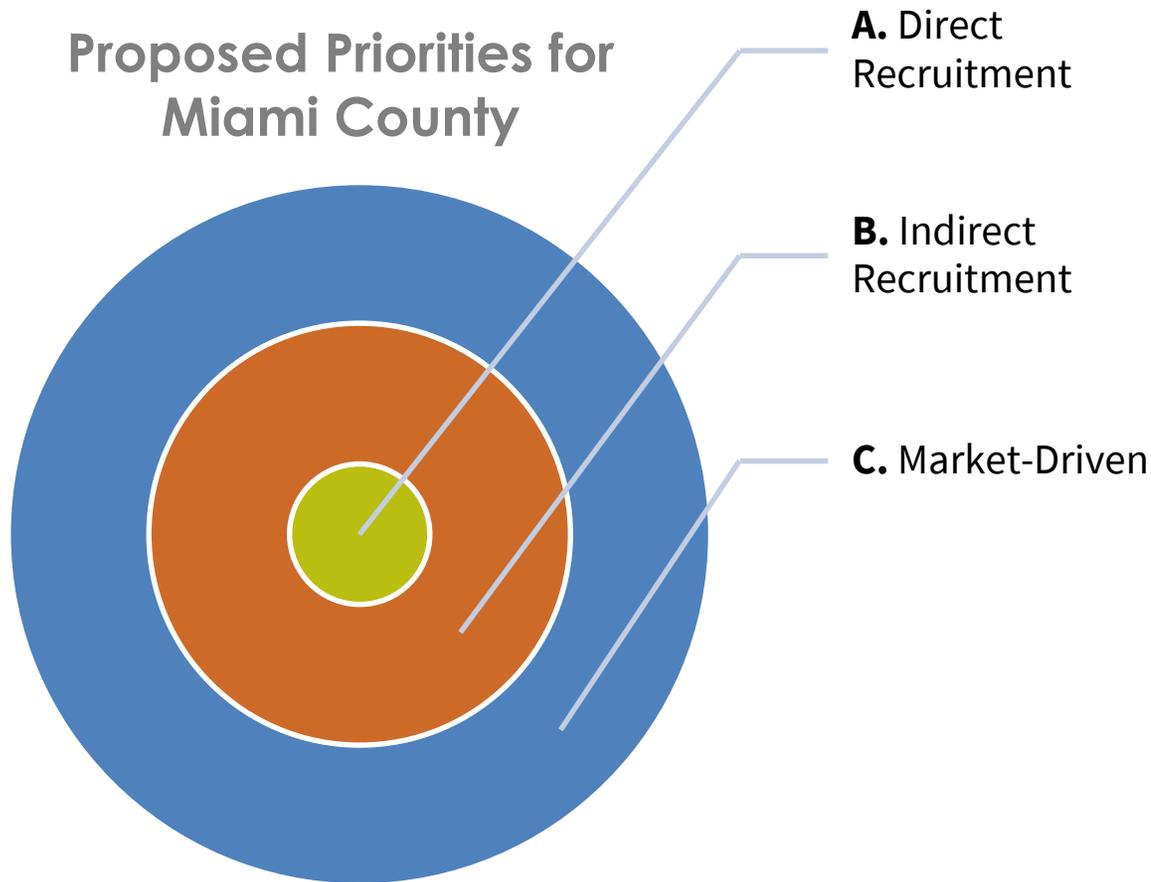
Ady Advantage conducted thorough research on a variety of industries and subsectors. As a result of this analysis, we recommend the following industries as targets for Miami County.

Target Industry	Subsectors of Focus	Comments
<b>Agribusiness</b>	<ul style="list-style-type: none"> <li>• Crop and Animal Production NAICS</li> <li>• Food and Beverage Processing Manufacturing NAICS</li> <li>• Select Chemical Manufacturing NAICS</li> <li>• Farm Machinery and Equipment Manufacturing (NAICS 333111)</li> <li>• Food Product Machinery Manufacturing (NAICS 333241)</li> <li>• Refrigerated Warehousing and Storage (NAICS 493120)</li> <li>• Farm Product Warehousing and Storage (NAICS 493130)</li> <li>• Veterinary Services (NAICS 541940)</li> </ul>	<p>Kansas and Miami County have a strong agriculture and food processing industry. This ecosystem presents value-added opportunities for the region. There is opportunity capture value from raw materials already produced within the region.</p> <p>There is a unique agritourism sector already in place within Miami County, including elements like the lakes, hunting, water sports, forestry, cider mill, breweries, wineries and distilleries operating in the region. There are opportunities for Miami County to continue to carve out a niche role in the greater Kansas City market as an agritourism destination.</p>
<b>Industrial Manufacturing</b>	<ul style="list-style-type: none"> <li>• Primary Metal Manufacturing NAICS</li> <li>• Select Machinery Manufacturing NAICS</li> <li>• Select Computer, Electronic and Appliance Manufacturing NAICS</li> </ul>	<p>Miami County has a strong existing industry base in this area, and there is projected growth in many of these subsectors. The community colleges and tech schools offer a robust talent pipeline for these industries.</p> <p>While all subsectors identified within this cluster offer opportunities for Miami County, much of these opportunities are also available to the other communities within the greater Kansas City metro area and Miami County will be competing for companies with them. Focus should be on those subsectors in particular that support a broader agribusiness industry, as this is an industry in which Miami County excels and can differentiate itself.</p>
<b>Transportation and Warehousing</b>	<ul style="list-style-type: none"> <li>• Transportation NAICS</li> <li>• Transportation Support Activities and Warehousing NAICS</li> </ul>	<p>Located in the Kansas City metro area, Miami County has significant transportation and warehousing opportunities. There are various supply chain opportunities in the region as it relates to supporting the other recommended target industries. Focus should be on further cultivating clusters in these areas and leveraging downstream opportunities.</p>
<b>Professional Services</b>	<ul style="list-style-type: none"> <li>• Architectural, Engineering and Design Services NAICS</li> <li>• Computer, Administrative and Research Services NAICS</li> </ul>	<p>Miami County has shown growth in many of the professional services subsectors, and the universities out of the greater Kansas City metro area provide a robust talent pipeline for companies in these industries to draw labor from. While many companies in this industry may locate directly in Kansas City for the immediate availability of talent, the wage cost structure provides Miami County a business case to compete for these industries. Focus should be on recruiting these types of functions as they relate to other target industries, with the goal of diversifying the region's economy.</p>

# Executive Summary

## TARGET INDUSTRY PRIORITIZATION

Ady Advantage further developed a three-tier system to organize the target industries by priority, as described below.



### **A. DIRECT RECRUITMENT: Agribusiness; Industrial Manufacturing**

Agribusiness and Industrial Manufacturing show strong potential for targeted direct outbound recruitment. Both industries are primary economic drivers within the region that help induce economic activity among other industry sectors within the region.

### **B. INDIRECT RECRUITMENT: Transportation and Warehousing; Professional Services**

Transportation and Warehousing and Professional Services support the direct industries. Expansion of broadband/fiber infrastructure in the region is a critical need that has to be achieved before Professional Services can become a direct recruitment industry.

### **C. MARKET-DRIVEN: Health Care and Social Assistance**

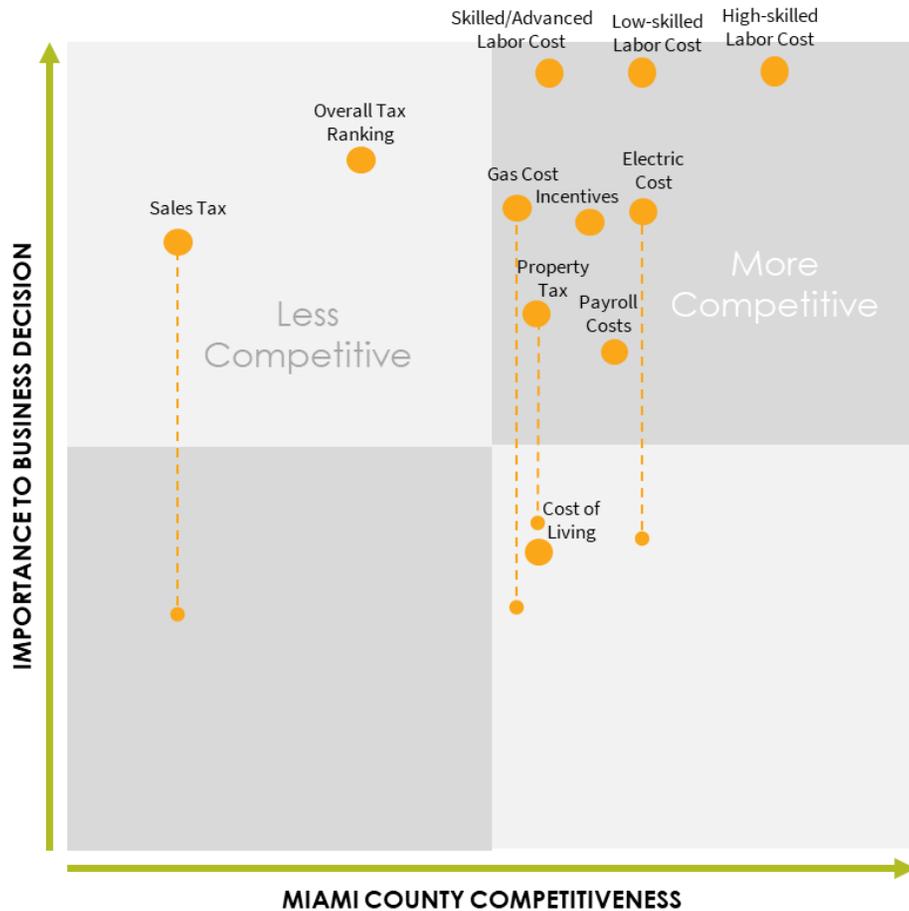
Health Care and Social Assistance is not a recommended target industry for the region; however, it is an industry of great importance. This industry is primarily driven by population growth and consumer-driven need. It should be supported by strategies and efforts that are not recruitment or attraction focused.

# Executive Summary

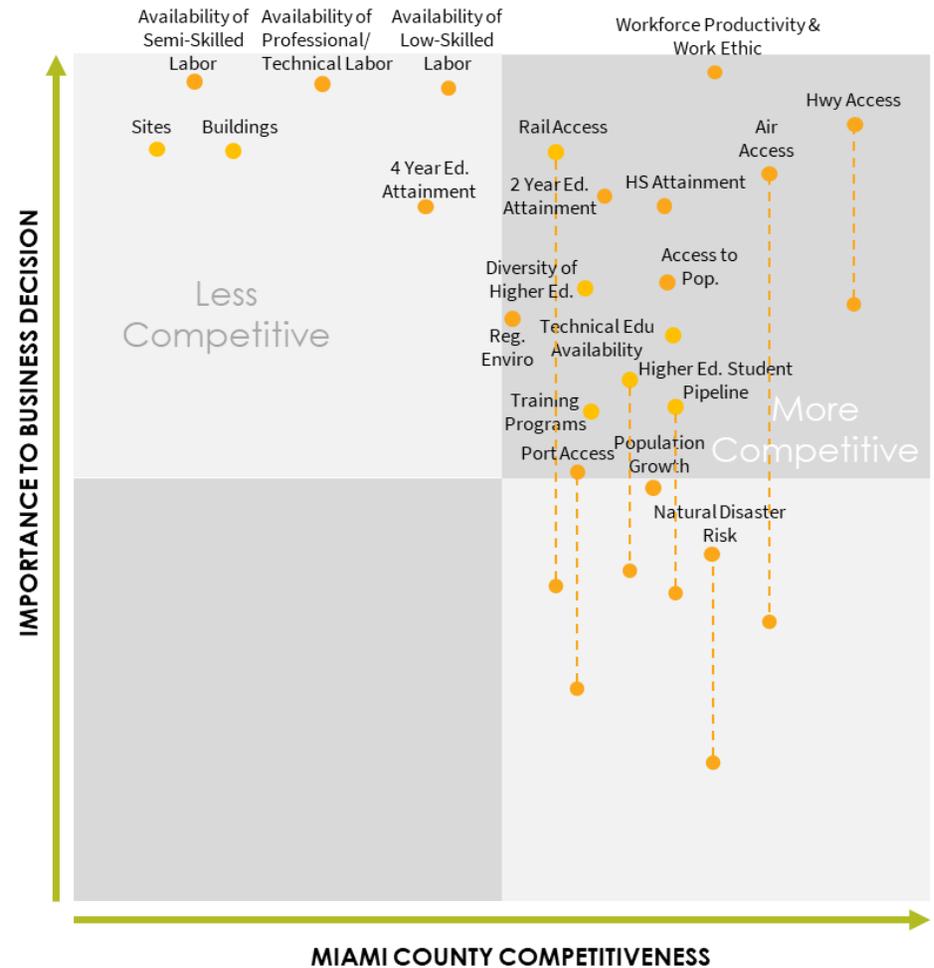
## ASSET MAPS

The assets maps below depict the Miami County's general competitiveness compared with the State of Kansas and the US averages. The dotted lines up and down show the variability of importance of the factors depending on the industry.

### GENERAL BUSINESS COSTS ASSET MAP



### GENERAL BUSINESS CONDITIONS ASSET MAP



Note: Dotted lines down represent the variability of importance of each factor depending on the industry.

Note: Dotted lines down represent the variability of each factor depending on the industry.

# Executive Summary

## GOALS FOR THE FUTURE

The vision and goals for the future were determined and thoroughly discussed during a facilitated Goals and Strategy Workshop Session on February 25, 2020. The goals serve as the basis for the Economic Development Strategic Plan in the last section of this report.

***“Miami County is a diverse, resilient and growing region of the greater Kansas City metro area with unique and united communities that offer equal economic opportunity to its communities and residents.”***

Align stakeholders, communities and the county with a shared vision for Miami County’s economic sustainability, growth and development ensuring that policies promote and facilitate activities that achieve the shared regional vision.

Support regional workforce development efforts and improve the connections between local educational institutions and other regional workforce-related agencies focused on the needs of local industry to strengthen the talent pipeline.

Advocate for and support the development of foundational community elements (e.g., housing, broadband, childcare, transportation, sites and buildings) that help remove or alleviate barriers limiting the retention and attraction of both industry and talent.

Cultivate the identified target industry clusters that serve as economic drivers for Miami County.

Promote a unified message that positions Miami County as a place of choice for the retention and attraction of both industry and talent.

# Executive Summary

## GOALS FOR THE FUTURE

The goals are restated below to summarize their focus.

## GOALS FOR THE FUTURE

**VISION  
ALIGNMENT**



**TALENT PIPELINE  
OPTIMIZATION**



**FOUNDATIONAL  
COMMUNITY  
ELEMENTS**



**TARGET INDUSTRY  
CLUSTERS**



**UNIFIED  
COMMUNICATIONS**



# Executive Summary

## ECONOMIC DEVELOPMENT STRATEGIC PLAN

The remainder of the Executive Summary outlines the areas of focus and associated strategies developed for Miami County. Further tactical detail for each strategy can be found in the Economic Development Strategic Plan section of this report.

### PILLAR 1: ALIGNMENT/REGIONALISM

- **Roles and Responsibilities:** The strategies within this focal area establish roles and responsibilities of Miami County and partners as it relates to economic development activities in the region, driven by those priority areas identified by Miami County. These strategies help to create and build a foundation for subsequent strategies to be successful.
- **Partnership Building:** This focal area contains strategies that create and enhance the network for economic development. Building and maintaining partnerships will create an important piece of the overall framework to establish a more competitive region. Collaboration and partners will also be essential in implementing many parts of the overall strategic plan.

### PILLAR 2: READINESS

- **Product Readiness:** This focal area aims to ensure a strong and shovel-ready site pipeline for growth, expansion, and attraction of new and existing businesses.
- **Talent Readiness:** This area of focus seeks to understand the talent initiatives in place to build a solid workforce for new and existing growth, by identifying existing talent initiatives and defining Miami County's role in supporting talent efforts in the region.
- **Community Readiness:** Strategies within this area of focus establish priorities for creating a better quality of place to live through understanding and developing of placemaking and the housing stock of the region.
- **Innovation Readiness:** Finally, innovation readiness attempts to help support entrepreneurial resources within the Miami County region to support existing businesses and start-ups, and to enhance the area's overall positioning.

### PILLAR 3: MARKETING/DIFFERENTIATION

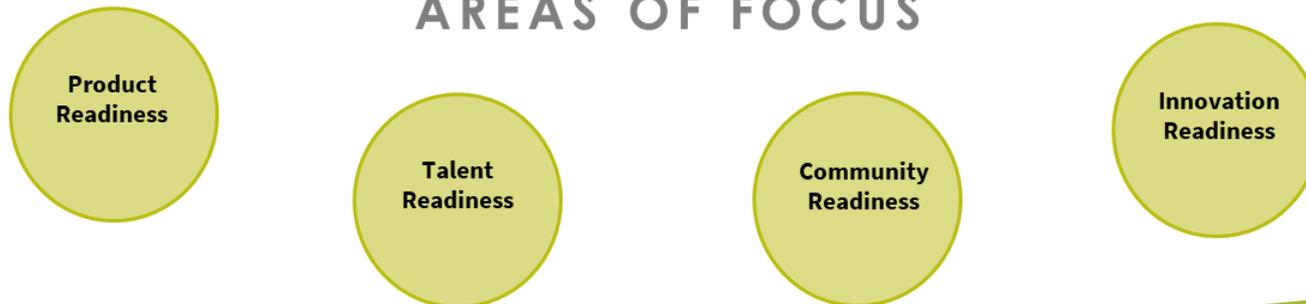
- **Advocacy:** This focal area aims to leverage relationships with decision-makers at a regional and state level to secure resources and investments for the Miami County region, as well as communicate a positive narrative about economic and community developments in the region.
- **Messaging and Marketing:** The focus of this area develops a series of tactics that help to create foundational elements that will provide a stable footing to build a targeted marketing strategy, integrating all components of the plan and optimizing the marketing resources available.

# Executive Summary

## CORE PILLARS



## AREAS OF FOCUS





# Executive Summary

## ECONOMIC DEVELOPMENT STRATEGIC PLAN



### Roles and Responsibilities

- Share and confirm the developed vision and goals with community members and stakeholders and update them regularly on the progress of the strategic plan.
- Determine roles of each partner organization in implementation of the economic development strategic plan.
- Ensure that policies promote and facilitate activities that achieves the shared regional vision for economic sustainability, growth and development.
- Establish a clear communication protocol for prospects and businesses.



### Partnership Building

- Strengthen relationships with your existing industry base and build relationships with its major suppliers.
- Maintain and deepen existing partnerships to enhance and cultivate further collaboration.

# Executive Summary

## ECONOMIC DEVELOPMENT STRATEGIC PLAN



### Product Readiness

- Create and maintain an inventory of all sites and buildings available, working with relevant stakeholders to ensure information is up-to-date.
- Prioritize sites and buildings based on priority projects and best business case.
- Understand and develop the product pipeline.
- Identify and develop key assets needed for targeted industries.



### Talent Readiness

- Facilitate coordination between the supply and demand sides of talent and determine how to address gaps.
- Educate students, parents and guidance counselors on the opportunities available at companies in Miami County.

# Executive Summary



## ECONOMIC DEVELOPMENT STRATEGIC PLAN



### Community Readiness

- Support and facilitate placemaking efforts within the communities of Miami County.
- Determine the feasibility of developing new quality of life amenities within Miami County.
- Work with the communities and other partners to identify and define current housing stock, as well as determine future housing needs.



### Innovation Readiness

- Identify and define current resources available for start-ups, starting with those already identified in the E-Community application process, and address any gaps.
- Cultivate the innovation economy within Miami County.

# Executive Summary

## ECONOMIC DEVELOPMENT STRATEGIC PLAN



### **Advocacy**

- Promote a unified message that communicates the positive economic and community development news in the region.
- Advocate at a state and national level for the interests of Miami County.



### **Marketing and Messaging**

- Review all existing marketing tools, including website and print and digital marketing collaterals, and, as needed, revise them to ensure messaging and positioning resonates with Miami County's target audiences.
- Research, plan and execute relationship marketing strategies with decision makers.
- Identify companies for recruitment within the recommended target industries.

RESOLUTION NO. \_\_\_\_\_

BY THE CITY OF SPRING HILL, KANSAS

A RESOLUTION SUPPORTING ACCEPTANCE OF THE MIAMI COUNTY ECONOMIC DEVELOPMENT STRATEGIC PLAN AS A ROADMAP FOR CREATING A "COUNTY OF CHOICE" IN THE KANSAS CITY METROPOLITAN AREA.

WHEREAS, the City of Spring Hill serves as a member of the Greater Miami County Economic Development Corporation (EDC) and actively interacts with the Miami County Economic Development Department; and

WHEREAS, it is the role of the Department and the EDC to promote the economic vitality of Miami County including all of its Cities; and

WHEREAS, Miami County began working with county, city, business and community leaders on the development of an Economic Development Strategic Plan in 2019; and

WHEREAS, the Economic Development Strategic Plan proposes five key goals for the future including, Vision Alignment, Talent Pipeline Optimization, Foundational Community Elements, Target Industry Clusters and Unified Communications, all of which are consistent with the work being undertaken by the City of Spring Hill; and

WHEREAS, the currently proposed goals are consistent with the broad regional goals found within numerous planning documents utilized by Miami County's partner organizations including the Mid-America Regional Council, Kansas City Area Development Council, KansasWorks, and the Kansas Department of Commerce; and

WHEREAS, the targeted industries included in the plan (Agribusiness, Industrial Manufacturing, Transportation and Warehousing, and Professional Services) are consistent with the opportunities identified by the City of Spring Hill; and

WHEREAS, the strategies identified in the core pillars of the Economic Development Strategic Plan, including alignment, readiness and marketing, seem appropriate and necessary for the success of the plan.

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

SECTION ONE: We encourage the Miami County Commissioners to accept the Economic Development Strategic Plan as the *County Roadmap* for future economic development activities.

SECTION TWO: That the Miami County Commissioners regularly seek input

from business and community leaders to conduct a regular review to make updates to the Economic Development Strategic Plan allowing it to match the challenges and opportunities presented in future years.

PASSED AND APPROVED by the Governing Body of the City of Spring Hill, Kansas, this \_\_\_\_\_ day of June, 2020, a majority voting in favor thereof.

APPROVED and signed by the Mayor.

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

ATTEST:

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

(SEAL)