AGENDA
CITY COUNCIL REGULAR MEETING
THURSDAY, AUGUST 27, 2020
SPRING HILL CIVIC CENTER
401 N. MADISON, COUNCIL CHAMBERS
7:00 P.M.

CALL TO ORDER

INVOCATION Pastor Jack Smith, Antioch Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATIONS

- Economic Development Incentives, Kutak Rock, LLP, Ben Hart & Tyler Ellsworth
- Spring Hill Community & Business Survey, ETC Institute

CONSENT AGENDA:

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

1. Approval of Minutes: May 28, 2020, Regular Meeting

2. Approval of Minutes: June 11, 2020, Regular Meeting

3. Approval of Minutes: July 23, 2020, Regular Meeting

4. Approval of Minutes: July 27, 2020, Special Meeting

5. Approval of Minutes: August 13, 2020, Regular Meeting

6. Appropriation Order No. 2020-08-27

7. Consider Approval of Purchase for Influent Pump #3 at Wastewater Treatment Plant

8. Consider Approval of Final Plat (PLAT-000016-2020): 18685 W. 191st Street, Spring Hill Middle School #3, Spring Hill School District

9. Consider Approval of Agreement: Facility Usage Agreement, Nutrition Program, Johnson County, Kansas

10. Consider Approval to Exchange Federal Funds Under the Federal-Aid Fund Exchange Master Agreement

FORMAL ACTION

11. Resolution No. 2020-R-XX: Adopting 2021-2025 Capital Improvement Program (CIP)

12. Resolution No. 2020-R-XX: Authorizing the City of Spring Hill to Construct Certain Main Trafficway Improvements and Authorizing the Issuance of General Obligation Bonds of the City to Pay the Costs Thereof

13. Resolution No. 2020-R-XX: Authorizing the Public Sale of Approximately $3,125,000 Principal Amount of General Obligation Temporary Notes, Series 2020A

14. Consider Ordinance No. 2020-XX: Conditional Use Permit (CUP-000014-2020), 18685 W. 191st Street, Spring Hill Middle School, #3, Spring Hill School District

15. Consider Approval of Addendum 4.3a: Recreation Complex Lease, Spring Hill Recreation Commission

16. Consider Approval of Bid for Wastewater Treatment Plant Aeration and Clarification Equipment Replacement submitted by Mega KC Industries

DISCUSSION

17. Golf Cart Ordinance

18. Ethics Policy

19. Spending Plan for Projected Revenue Adjustment Due to COVID19 Impact

ANNOUNCEMENTS and REPORTS

ADJOURN

Temporary Meeting Protocol: This meeting was broadcast through ZOOM

City of Spring Hill, Kansas
Minutes of City Council Regular Session
May 28, 2020

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on May 28, 2020. The meeting convened at 7:00p.m. with Mayor Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance:	Chris Leaton, via telephone Steve Owen, via ZOOM Tyler Graves, via ZOOM Chad Eckert, via ZOOM Andrea Hughes, via ZOOM
Staff in attendance:	Jim Hendershot, City Administrator, via ZOOM Melanie Landis, Asst. City Administrator, via ZOOM Cindy Henson, Chief of Police, via ZOOM Jim Boyer, Director of Public Works, via ZOOM Patrick Burton, Community Development Director, via ZOOM Antwone Smoot, I.T. Specialist, via ZOOM
Consultants in attendance:	Frank Jenkins, City Attorney, via telephone Dan Miller, P.E., City Engineer, via ZOOM

INVOCATION
The invocation was given.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

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

APPROVAL OF THE AGENDA
It was moved by Leaton, seconded by Owen, to approve the agenda as presented. Motion carried 5-0-0.

PROCLAMATION
Mayor Ellis proclaimed the month of June as Kansas Business Appreciation Month.

PRESENTATIONS:

- Retirement Recognition for Public Works Director Jim Boyer
  Mayor Ellis recognized Jim Boyer, Director of Public Works, for his retirement with the City of Spring Hill.

- Project Update - 199th & Ridgeview Roundabout, Dan Miller
  City Engineer Dan Miller presented a project update for the 199th & Ridgeview Road Roundabout

CONSENT AGENDA

It was moved by Leaton, seconded by Owen to approve the consent agenda.

1. Approval of Minutes: May 14, 2020, Regular Meeting
2. Appropriation Order No. 2020-05-23
3. Consider Approval of Evergy Electrical Utility Easement
4. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-000177-2020, Firework Mania Superstore, 20650 W. 191st St. (NE corner of 191st St. & US 169Hwy.), Mark Stenberg
5. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-000187-2020, Jake's Fireworks, 22399 S. Harrison St. (empty lot next to ice machine), Karen Spielbusch
6. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-000188-2020, Eddie's Fireworks, 22200 S. Webster St. (223rd & Webster), Adam Shay
7. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-000189-2020, Dale Shay, 20501 Lone Elm St. (Lone Elm & US 169Hwy.)
8. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-000190-2020, Pyro Papas, 20020 Webster St. (199th & US 169Hwy.), Carol Lang
9. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-000191-2020, Pyro Papas, 18781 US 169Hwy. (187th & US 169Hwy.), Carol Lang

Motion carried by roll 5-0-0 (Owen-yea, Graves-yea, Hughes-yea, Leaton-yea, Eckert-yea).

FORMAL COUNCIL ACTION

10. Consider Approval of Site Plan: SP-000011-2020 Spring Hill Middle School #3
    Introduced by Mayor Ellis and presented by City Administrator Jim Hendershot.

    Public Comment was provided by Kari Fisher regarding Ridgeview Road a sad situation and requested to decline (site plan) and ask for safer street.

    Following Council discussion, it was moved by Leaton, seconded by Eckert to table site plan until the June 11th meeting. Motion carried 5-0-0.

11. 2020 Pool Season

Introduced by Mayor Ellis.

Following Council discussion, it was moved by Eckert, seconded by Hughes to open the pool July 1 or sooner. Motion failed by roll 2-3-0. (Hughes-yea, Leaton-nay, Eckert-yea, Owen-nay, Graves-nay)

12. Consider Ordinance No. 2020-05 Amending Article 1, Chapter VIII Relating to Regulations for Solicitors, Canvassers and Peddlers and Section 8-108 Relating to Definition of Peddle of the Spring Hill Municipal Code
Introduced by Mayor Ellis and presented by City Attorney Frank Jenkins.

Following Council discussion, **it was moved by Leaton, seconded by Eckert to adopt Ordinance No. 2020-05. Motion carried by roll 5-0-0.** (Leaton-yea, Eckert-yea, Owen-yea, Graves-yea, Hughes-yea).

13. Consider Ordinance No. 2020-06 Repealing Section 12-101 (E) and Section 12-103.3 of the Spring Hill Municipal Code Relating to the Employment of Lake Patrol Personnel
Introduced by Mayor Ellis and presented by City Attorney Frank Jenkins.

Following Council discussion, **it was moved by Leaton, seconded by Eckert to adopt Ordinance No. 2020-06. Motion carried by roll 5-0-0.** (Eckert-yea, Owen-yea, Graves-yea, Hughes-yea, Leaton-yea).

RECESS
A recess was declared by Mayor Ellis.

RECONVENE
At 9:15p.m., the meeting reconvened with everyone present.

DISCUSSION
14. Capital Improvement Program
Following Council discussion, it was announced that questions be submitted to staff by June 2, 2020.

ANNOUNCEMENTS AND REPORTS
Announcements and reports were given by the Governing Body and staff.

ADJOURN
It was moved by Leaton, seconded by Eckert, to adjourn. Motion carried 5-0-0.

The meeting adjourned at 10:24p.m.

_____
Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

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

CITY OF SPRING HILL
CITY COUNCIL MEETING
MINUTES
June 11, 2020
7:00 P.M.

Mayor Steve Ellis

Councilmembers in Attendance:	Chris Leaton (via telephone) Steve Owen Tyler Graves Chad Eckert Andrea Hughes
Staff in Attendance:	Jim Hendershot, City Administrator Melanie Landis, Assistant City Administrator Glenda Gerrity, City Clerk Cindy Henson, Chief of Police Patrick Burton, Community Development Director Antwone Smoot, I.T. Specialist
Consultants in Attendance:	Frank Jenkins, City Attorney

(Spring Hill City Council Meeting Called to Order at 7:03 p.m.)

CALL TO ORDER

MAYOR ELLIS: Very good. It is 7:03 p.m. on June 11, 2020. For those of you listening online, this is the regularly scheduled meeting of the Governing Body of the City of Spring Hill, Kansas. For those of you in the audience, welcome back. We are delighted to be open.

Prior to moving through to our agenda today, I do have a statement that I would like to read. Undoubtedly, 2020 has brought with it a set of challenges unlike anything most of us have ever experienced. What began as a promising new decade quickly developed into one of fear and trepidation. The COVID-19 pandemic devastated our economy and sent over 40 million Americans to the unemployment line, caused businesses to fail, and likely has countless additional impacts hiding behind a tsunami of uncertainty.

Most recently, we have seen unprecedented social unrest across our country due to the actions of seemingly few but ultimately of many. Allegations of widespread unprecedented and uncontrolled use of deadly force have again captured headlines. The recent death of George Floyd is one in a long line of deaths at the hands of police. The issue of the unlawful use of force among police officers and, in particular, the unlawful use of deadly force transcends racial lines, but seldom transcends economic ones. The minimalization of human beings, based on a variety of factors from skin color to education to ranking in the social strata seems to be a more broadly accepted norm when it should instead be the cause of outrage and demand for systemic change.

Now, however, is not the time for platitudes. It is time for action, review, modification, and implementation. Earlier this week, I met with our own Chief Henson to express my ongoing support of our police officers and their efforts. We are blessed in many ways as a community, not the least of which is to have dedicated, motivated, and caring employees who are willing to sacrifice for their community with some willing to make the ultimate sacrifice.

We have been hearing calls across the nation to defund police, demilitarize, increase oversight, modify policies, or take other action that may actually result in putting officers' lives at risk instead of ferreting out those officers who should have never been given a badge to begin with. We also must ensure that we're fostering an environment that doesn't just encourage calling out of improper behavior but demands it. One that views intervention and reporting of unlawful actions as supporting the thin blue line not crossing it.

I wholly and completely support the police officers of the City of Spring Hill, Kansas and our surrounding agencies. The efforts of Chief Henson and her team have helped to bring officers closer to their community, increased pride in the department, and helped to develop a strong bond between officer and citizen. Chief Henson will address her efforts later in staff reports, so I hope you will still be here when she does. I am proud of her work. I am proud of our officers. And I am proud to have once been a member of the law enforcement community.

INVOCATION

MAYOR ELLIS: Those of you who wish to join us in prayer, we are delighted to welcome Pastor Michael Brown of the Spring Hill Methodist Church. Pastor, you have the floor.

PASTOR BROWN: Please adopt a solemn attitude as I pray. Dear wise Father, we wish to thank You for the many blessings You have bestowed upon this City. We thank You for the freedom to meet together and make decisions in our community. We ask Your blessing upon those who safeguard that freedom. There is great responsibility on all those in this room. And, therefore, I pray for our Mayor, various City officials and staff, and this assembled Council. May You grant these people tonight the wisdom to govern Your people. A sense of the true needs of the citizens, a keen thirst for justice and righteousness, the grace together within honest disagreement, and a personal peace in their lives and a joy in their task. Please grant these things particularly tonight. In true thanksgiving and expectation, we pray. Amen.

PLEDGE OF ALLEGIANCE

MAYOR ELLIS: And continue standing for the Pledge.

(Pledge of Allegiance)

ROLL CALL

MAYOR ELLIS: Madam Clerk, would you call the roll, please?

MS. GERRITY: Mr. Leaton.

MR. LEATON: Here.

MS. GERRITY: Mr. Owen.

MR. OWEN: Here.

MS. GERRITY: Mr. Graves.

MR. GRAVES: Here.

MS. GERRITY: Mr. Eckert.

MR. ECKERT: Here.

MS. GERRITY: Mrs. Hughes.

MS. HUGHES: Here.

MS. GERRITY: Mayor, we do have a quorum present.

MAYOR ELLIS: Thank you very much.

APPROVAL OF AGENDA

MAYOR ELLIS: Next item is Approval of the Agenda. I have no requested staff addition or deletions. Are there any recommended or requested changes from the Council? Hearing none, I would entertain a motion to approve the agenda.

MR. ECKERT: So moved.

MR. OWEN: Second.

MAYOR ELLIS: We have a motion and a second. All those in favor?

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0.

[Therefore, the motion was made by Councilmember Eckert and seconded by Councilmember Owen to approve the Agenda as presented. The motion carried 5-0-0.]

CITIZEN PARTICIPATION

MAYOR ELLIS: This takes us to Citizen Participation. This is an opportunity in the meeting for citizens to address the Council on items not already on the agenda. Anyone wishing to do so, we just ask that you step up to the lectern, state your name and address for the record, and then you will have the Council's attention.

We have four people who have signed up beginning first with Bill Peterman. Mr. Peterman, you have the floor.

MR. PETERMAN: Thank you very much. I just want to -- oh. Bill Peterman. 19431 West 200th Street. Saturday, they opened the pool in my subdivision. My granddaughter wanted to go to the pool, so we went to the pool. While we was there about 2:15 in the afternoon gunfire started to take place. I do know that that is county and not city. But I have seen in different towns that they have a buffer zone around the town that you can't discharge a firearm. I think it's like a half a mile in Salina. But my question is, they're shooting guns 100 yards from a playground and a swimming pool. That don't sound right to me. It's not a built-up gun range. It's not got a buffer zone, dirt piles or anything like that. I just wanted to let everybody know in case something does happen so I don't want to be saying I told you so, but I'm hoping that something can be done.

MAYOR ELLIS: Mr. Peterman, you may recall three or four meetings ago, I had conveyed information to Mr. Klika, our County Commissioner, requesting that the county codes change to create that very buffer zone. Mr. Klika and I are meeting in the next two weeks. I believe it's a week after next to discuss that among a couple of other subjects. It was his hope to have changes to the county code by the end of the year.

MR. PETERMAN: I appreciate it.

MAYOR ELLIS: Yes, sir.

MR. PETERMAN: It is scary.

MR. MAYOR ELLIS: Thank you very much. Mr. Riffel.

MR. RIFFEL: Bill, this wasn't yours, was it?

MR. PETERMAN: No, not mine.

MR. RIFFEL: Okay. Roy Riffel, 20024 Barker Street. One thing before I get into my main subject though, one thing I wanted to share for those of you who aren't on social media is how much presence our Spring Hill Police force has had on social media in a very positive way. And being a 12-year resident of Spring Hill, every so often you did see a police officer playing basketball or hanging out with the kids and that's really neat. And with everything that the Mayor was talking about earlier that's going on in our world today, I hate to feel that Spring Hill lives in a bubble, but we all know bubbles can be penetrated very easily. And so, I really just wanted to express my appreciation for our Spring Hill Police force and the leadership of Chief Henson. I've seen the stuff on media where they're having a water gun fight with the kids and playing baseball and playing volleyball and playing basketball. My daughters, in particular, when they were driving their little hot wheel cars, whatever you call them, battery-powered thing, we're walking to the get mail and cop thought it would be funny to act like he was pulling over the ten-year old and the two year-old and allowed for a picture, and I thought that was so neat. And then not a week later there is a different cop as we're all with our neighbors and he stops and he's giving out all these little - I call them stress balls, of cops and giving them all to the kids and playing with them for a few minutes. And I apologize, I don't know those officers' names, but not a week later here comes Jason Able and he steps out and is talking to the kids and giving them all stickers and things

like that. And then lastly, or second to last, Sgt. Wipf, I think is what his name is, my daughter was out -- we just got home and she's out close to the street and she waves at him and he flips around. And I thought for sure I was going to get a lecture on how close my kid was to the street. And instead, he pulled over, had all these stuffed animals and allowed her to choose a stuffed animal which made her day. And then we had another sergeant, a woman, who just -- we were all standing in a driveway and she stops just to talk to us about current events and our thoughts of what the police department needs to do. And I tell you it's just really neat building that kind of a rapport with our police, seeing that on social media, showing that we do have a strong relationship with our police officers here in Spring Hill regardless of race or income or demographic or what have you. So, my hat is off to Chief Henson and her team and I appreciate that. And I hope that continues to go with our police officers.

Going into my next thing, I wanted to talk a little bit about an email I sent you all on May 27th about a conversation of RG Fiber. And again, I want to reiterate because this has been asked, I have zero affiliation with RG Fiber. I don't work for them. I have no agreement with them. If they do come into my neighborhood, I more than likely, one, I think it would be last because I do have one gig, but it's a little bit more expensive than the low deal I was able to work out. But I had been asking for the conversations between RG Fiber and the City. And I really appreciate Ms. Landis volunteering that information. She stated that there had been through previous discussions several references to previous discussions with RG Fiber, especially in the very early stages of the process. I will work with Mr. Hendershot to put something together, and I would be happy to let you know what all of those conversations were with RG Fiber so that there won't be future questions.

And not a few days after that our world got turned upside down, and I get that. This City was preparing for something that they've never had to prepare for. And so, I gave a lot of grace on when that would be coming out because I understood that Ms. Landis and Mr. Hendershot definitely had a lot on their plate. But my disappointment started to come in though when 45 days later I send an email to Council President Steve Owen asking if he knew where it was. I thought maybe it had already been published and he very quickly sent that to Mr. Hendershot where we waited a week for a response. And that response only came because I sent another email asking if there was a response that I missed. And Mr. Hendershot replied back that something to the effect of he did have some things on his plate, I totally understand that, but would get it out as soon as possible. And then a week later we hadn't received anything, so I asked again where we were at on that, copying Steve, copying Jim, and never heard anything back on that. And then May 19th, sent another email asking where we were at because it had been several weeks and still no response. And as you recall in that email that I sent you all, I then stated that it had been 76 days since then.

And I was really disappointed in the fact that it took an email to all of you all, and out of respect for Mr. Hendershot, I copied him on that. I don't believe when you have an issue with an individual to not let them know you're bringing that forward. But I was very disappointed in how long that that took. I was also very disappointed in the fact that one of our own elected officials, our Council President Steve Owen, would send an e-mail and it not be returned. And I get it on a resident. I don't get it, but I understand it a little bit more than an elected official that sits up there with you guys. And I thought that was a complete disrespect to our elected officials trying to get things done or get answers for a resident.

And I do really appreciate that Steve Owen and Chad Eckert did reach out to me with an acknowledgement of that email. But I was also then just a little disappointed to that it was a -- I had to push to get that public. The document does mention my name on it because I have been the one really pushing wanting to know those conversations. But at the same time, I know there have been other people up here that have asked.

And when Ms. Landis made that comment it was that we would get all conversations out so there would be no further questions. And I was very disappointed when at first the response was that people would have to KORA request that in order to get it. And I thought that was a little absurd because I had a glass block here and a brick here and I talked about transparency. And a resident only knows to KORA request it if they know there is a document to KORA request.

And again, I remind you it was City staff that volunteered to do that information. I do appreciate that it is on the website today for people to see.
I do have just two quick questions of it and then I'll let you guys go. Or I'll go, you guys are obviously going to stay. But is there anything on this list that is to your guys' knowledge omitted between the City and RG Fiber and their discussions?

MAYOR ELLIS: That wasn't a part. If you're talking about anything related to the RFP that was not anything that I was a part of.

MR. RIFFEL: I believe what Ms. Landis stated was is that she would work with Mr. Hendershot to put something together and I'd be happy to let you know what all of those conversations with RG Fiber were so there won't be any future questions. So, that's my question, is did that get done in this work? Is there all those conversations in that work?

MAYOR ELLIS: That would have to go back to Ms. Landis. If she was involved in all of the conversations, she would know. I don't believe any of the rest of us would have been involved in all of the conversation or have knowledge of that. Ms. Landis.

MS. LANDIS: Yeah. I had documented in the -- we documented in the document who was involved in the conversations on the side. And those are the conversations that the team that was handling the RFP process were involved in with RG Fiber. It was my impression that that was the question, what were conversations. And so, from the beginning and when we started the Broadband Task Force to the point when we worked through the RFP process that's what we attempted to put in that document.

MR. RIFFEL: Okay. Thank you. And I appreciate that. Was there a particular reason, I notice in here somewhere it states, "From this point forward, all conversations with RG Fiber about internet service were between the Mayor and Community Development Director Pat Burton outside of the RFP review process." Was there a particular reason why those conversations weren't included in there?

MAYOR ELLIS: She wasn't a part of those conversations. That was strictly between myself and Mr. Burton and Mr. Bosch.

MR. RIFFEL: Okay. That is all I had. I do appreciate that work being done. I realize that probably wasn't a five-minute ordeal, so I do appreciate you getting that done. Thank you.

MAYOR ELLIS: Thank you. Mr. Boswell.

MR. BOSWELL: Steven Boswell, 504 North Jackson. I have a couple things to discuss. Number 1 would be the online presence for the City of Spring Hill is large. And there has been questions of the vote that was passed for golf carts in the City of Spring Hill. People have looked for the minutes on that and they have,

poof, disappeared. Nobody can find anything. It was passed and I was here when it passed as well as several other people. It was also at the same time they did something -- they passed some ordinance with marijuana as well. It was that same City Council meeting. Have not been able to find those minutes and also have not seen any progress as to, you know, if you ask anybody in law enforcement in our community, they still say they are completely illegal when yet we hear the City passed an ordinance to make them legal.

My question on that is what is going on with that. Do you guys have any idea of what happened there?

MAYOR ELLIS: Mr. Jenkins, do you have any recollection of a vote on golf carts? Do you have a timeframe that this occurred?

MR. BOSWELL: This would be in October or November probably, maybe early December. It was one of the weird meetings.

MAYOR ELLIS: Of 2019?

MR. BOSWELL: Yes.

MAYOR ELLIS: Okay. Madam Clerk, Mr. Jenkins?

MS. GERRITY: It was probably the STO.

MAYOR ELLIS: The adoption of the Standard Traffic Ordinance.

MR. JENKINS: Frank Jenkins, City Attorney. My recollection is that we made no change in the law when we adopted the 2019 STO. And I looked at that at one point. And so, there's been no change in the law. I think there was confusion about that. We can go back and clarify that for Mr. Boswell if you'd like.

MAYOR ELLIS: Yes, please.

MR. BOSWELL: My second thing is with the COVID-19, many cities, most cities and towns in this country have been getting -- have had the ability to get some stimulus money to do infrastructure projects. Of course, in order to get that money you have to have a project, set up and ready to go and be able to show them, you know, do all the footwork first off. I know that from what I understand in, I believe it was 2008 when the Obama stimulus package came out, the City did not get any of that money because they had no infrastructure projects ready to go.

I have been constantly complaining about Webster and how bad it is as well as the older part of Spring Hill and how their City streets are literally sliding off into the ditches. And I was wondering -- I was always told that they were in the works. And I was wondering does that mean that you have a plan for them and are you able to capture some of that stimulus money to help build and fix our infrastructure?

MAYOR ELLIS: Mr. Hendershot, I'd like you to address that. I'd also like you to address reimbursements, FEMA reimbursements.

MR. HENDERSHOT: Happy to, Mayor. I've been researching numerous opportunities. The primary focus for governments is to recoup or reimburse for COVID-related expenses. There recently was information come out about grant opportunities for certain specific types of infrastructure. I'm not aware of any that would be applicable to street projects, et cetera. We are very much in that loop with Johnson County. Johnson County and Sedgwick County were granted CARES Act funding of which we will be submitting our application for refund of COVID-related expenses directly to Johnson County. That was set up by the state of Kansas. We have been tracking our COVID-related expenses since day one of this event, since the emergency was first declared, and are well-prepared to participate in that reimbursement program.

MAYOR ELLIS: With regard to shovel-ready projects, I think we're probably closest with 199th and Ridgeview. We've been working on options for Webster for a couple of months. I know Mr. Leaton worked with former Public Works Director Mr. Boyer, but that's not a shovel-ready project yet.

MR. BOSWELL: Okay. And my third --

MAYOR ELLIS: And your third issue?

MR. BOSWELL: Yeah. My third issue is last year around the same time I took Mr. Hendershot and the -- I believe it was Mr. Wempe who is the Codes Enforcement, right across the street from this very building. When they built this building and constructed it, they did a drainage system which goes underground and then pumps out as far as I understand. I mean it -- for layman's terms for me. However, they created a very large problem to all of the people across the street from him. I don't know what the real fix is. I'm not an engineer. But I want to pass this around and tell me if you think this would be acceptable sitting in your front yard. I just scooped this up today on my way in.

MAYOR ELLIS: I'm going to ask that you just hold it up from there, Mr. Boswell.

MR. BOSWELL: You can see the mosquitos, tadpoles, and fleas all jumping around in there, eating each other, doing whatever. I just got this today. It's not rained in almost a week. So, it was pointed out to them and I was assured that it would be taken care of this by this spring. And I understand that COVID has a large role in a lot of things. But when we're sending our citizens to jail over weeds being too tall or messy properties and the City is not being held accountable for the messes they cause; this is not sending the right message to our citizens. And, quite frankly, that's all I have. That's all I'm going to say about that.

The only thing I would like to do is since golf carts were not apparently legalized in the City of Spring Hill, I would like to just put a bug in everybody's ear about the possibility of legalizing golf carts and UTVs for use around town. If you look at Louisburg, Kansas, they have done that. They have a nice specific set of rules to follow and you have to do registration and everything like that. On UTVs you have to carry insurance. From what I've seen and what I've studied, it's very reasonable, and I think it could very easily be done in the City of Spring Hill too.

And after that, I'll just -- and thank you for your time.

MAYOR ELLIS: Thank you, Mr. Boswell. Mr. Bosch.

MR. BOSCH: Good evening, Mayor, Councilmembers, public. My name is Mike Bosch. I'm the founder and CEO of RG Fiber. It's 713 High Street in Baldwin City.

I apologize. First off, I've got my son with me. I'm on dad duty tonight, so I've got other places to be, but I feel compelled to be here mostly because a document was made public on the City's website. And after reading through the document I'm rather frustrated by it. There are some gross inaccuracies, some misrepresentations, and a lot of omissions. And ultimately the false narrative that's being created by these inaccuracies, misrepresentations, and omissions paint myself and my company in a bad light and I am not pleased with that. My ultimate request is that it's removed and fixed. If you want to publish document, then I say publish the full picture.

I want to go through a couple of these. And I want to make it very clear -- I'll go through these. So, it starts off in May 27 that we met with the Broadband Task Force. After the meeting, we discussed our business model. And what made our business model unique is that we invested into a pocket of the community and then allow for that investment to build continuing to expand. That's not what makes us unique. What makes us unique is we are in the first in the country to invent and create an operationalized software driven fiber network creating our software that replaces hardware that made it technically and fiscally able to bring high class, world class, highly reliable networks into small towns, particularly towns less than 40,000 in population. I was one of the founding members on Facebook's telecom infra-project. It was Facebook's vision to reinvent how telecom is deployed across the country. I was hired by Corning Optical Communications as a consultant to fly to other states to meet with other small towns, nine different states, over 40 different cities, to consult with them on how they can deploy small town fiber networks. What makes us unique is not the fact that we invest a little pocket of money, $3 million in a pocket and just wait and sit around and hoping that it will grow.

Further, on June 27th, it looks like there was a slide deck that I presented, some things to the Broadband Task Force. Things to keep in mind as they're going down this process. I will say that on the May 30th Craw-Kan was the telephone company that was presenting to the task force. They did say in that meeting they were interested in Spring Hill and that they were looking at other communities to expand into. And they told the task force what they would be looking for. So, when I was asked afterwards are you interested in too, and I said, oh, I don't want to talk about that right now because I'm standing right next to competition. So, the next meeting there is no conversation of that afterwards. That's rather interesting.

And then it skips forward all the way to 2019 where I attended a Broadband Task Force meeting yet again. I find it somewhat interesting that there were no conversations of an apartment complex that was sent to me, their floorplans, because they wanted to have internet connectivity and I designed out, including building materials, all the networking specifications, all the paths and routes and I sent it to Mr. Antwone Smoot and shared it and got nothing, nothing back, no response, none whatsoever.

I find it interesting there's no conversation anywhere in here of a meeting I had with you, Ms. Andrea Hughes, after you testified to the State and we met at K&M BBQ and I said, yeah, I'm interested. And you said, well, you should come and just tell the City what do you want, what do you need. And yet you pretend like I was never interested, and you never knew.

MS. HUGHES: I didn't remember [Inaudible].

MR. BOSCH: I'm kind of frustrated by the inaccuracies and the omissions because it paints a picture that we were hiding something, that we were pretending that we weren't interested.

May 21st, they say here that RG Fiber consists of two companies, one performing construction -- no. We're one company. We've been one company for six years. Again, a lot of gross inaccuracies in here. They talk about a Gardner model. I don't even know what you're talking about. There is no Gardner model. What Gardner model are you talking about. I can go on.

But I'm not here to call people out. I'm here to say if you're going to publish documents and create a false narrative that makes an individual look bad or their company look bad, I would ask that you at least make it accurate, factual, truthful. I find it interesting too from this point forward all conversations with the Mayor were outside the RFP. Yes. That was when I met with the Mayor and Mr. Pat Burton and said I've been getting mixed signals for a long time and it's rather frustrating.

And so we kind of go on and on. I don't need to go through all of this. I don't want to go through a legal discovery process. I don't want to get all of my team involved in pulling every document. I don't want to go tit for tat. It says here that I didn't want to do an RFP because it's just a lot of work. No. that's why I don't want to do an RFI. I don't want to do an RFI frankly because it doesn't do anything. I want to put fiber in the ground. Period. End of story. I will work from sunup to sundown seven days a week doing that and that's exactly what I do. I don't write reports for a community to sit on for two years and do nothing.

I'll close with one of the points that I made to the Broadband Task Force back in 2017, and it's actually on the document. The second page. It simply says, "Don't let politics get in the way of a project moving forward." Thank you.

MAYOR ELLIS: Thank you, Mr. Bosch.

(Applause)

CONSENT AGENDA

1. Appropriation Order No. 2020-06-11
2. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-000249-2020, Tim Durkin, 20559 S. Lone Elm Rd (The Bowery/Bull Creek Distillery)

MAYOR ELLIS: All right. The next item is the Consent Agenda.

MR. LEATON: Move to approve the Consent Agenda.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and a second. Is there any discussion? If not, all those in favor?

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve the Consent Agenda as presented. The motion carried 5-0-0.]

FORMAL COUNCIL ACTION

3. Consider Charter Ordinance Exempting the City from the Provisions of K.S.A. 79-41a04(d) Pertaining to the Local Alcoholic Liquor Funds, Distribution of Moneys

MAYOR ELLIS: This takes us to the first of our Formal Council Action items, consideration of Charter Ordinance No. 39 dealing with local alcohol liquor funds. Mr. Jenkins, you have the floor.

MR. JENKINS: Mayor and members of the Council, you have before you a proposed Charter Ordinance that would exempt the City from the specific statute that enumerates the limited purposes and uses that you can use the alcohol tax money for. This Charter Ordinance, what it'll accomplish is that you'll be able to adopt a regular ordinance which then you can specify in more detail your authorizations.

I presented to you a supplemental agenda item review sheet that gives you a sample of possible changes or expansion or clarification of that authorization that is set out by state statute. This is in review by the City staff. We'll bring that before you at the next City Council meeting.

The history behind the legislation of this is unique in that this statue was adopted in 1979, and since then there has been quite a controversy as to what the cities can or can't use those funds for. There was a legislative task force audit in 1995 that investigated this. They found many jurisdictions, counties and cities in Kansas that were, quote, "in non-compliance with the state statute." Those cities and counties disputed that. That audit recommended that the legislature amend that state statute. That was never done. So, what's happened now is various cities and counties have adopted charter ordinances to enable them to clarify the ambiguities that's in that statute. And this is what this charter ordinance will accomplish. You can sit down and adopt a regular ordinance that will fit your specific needs within the law.

So, my recommendation would be to approve the Charter Ordinance and then we'll bring the regular ordinance to you at a later date.

MAYOR ELLIS: Very good. Mr. Jenkins --

MR. LEATON: The ordinance number, is it 01 for this year?

MAYOR ELLIS: Thirty-nine. They're sequential.

MR. LEATON: They're sequential on these?

MAYOR ELLIS: Yes. Thirty-nine. And, Mr. Owen, you had a question?

MR. OWEN: Just a question. On the income or fees, we get does not change any of that, it just gives us the authority to move it to different places, right?

MR. JENKINS: That's correct, sir.

MR. OWEN: Perfect. That's all I wanted to know.

MAYOR ELLIS: I would entertain a motion to adopt Charter Ordinance 39.

MR. LEATON: Mr. Leaton, yes. Move to approve.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and a second. Is there any discussion? If not, it's a Charter Ordinance and we'll vote by roll. Madam Clerk, would you call the roll of the Governing Body, please?

MS. GERRITY: Mr. Graves.

MR. GRAVES: Yes.

MS. GERRITY: Mrs. Hughes.

MS. HUGHES: Yes.

MS. GERRITY: Mr. Leaton.

MS. LEATON: Yes.

MS. GERRITY: Mr. Eckert.

MR. ECKERT: Yes.

MS. GERRITY: Mr. Owen.

MR. OWEN: Yes.

MS. GERRITY: Mayor Ellis.

MAYOR ELLIS: Yes. Ordinance carries 6-0-0.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve Charter Ordinance No. 39. The motion carried 6-0-0.]

4. Consider Ordinance: Annexation No. A-000022-2020, 20110 Webster Street, Spring Hill, KS

MAYOR ELLIS: The next is consideration of an Annexation Ordinance A-22-2020. This is for property located at or about 20110 Webster. Mr. Burton, you have the floor.

MR. BURTON: Thank you. And good evening, Mayor and Council. This is an Annexation Ordinance 2020. Do you have a --

MAYOR ELLIS: Ordinance 2020-07.

MR. BURTON: I'm sorry. 07, authorizing the annexation of land located in the southwest corner of 207th Street and Webster. Mr. Prieb, Greg Prieb, II, is the owner and he's petitioning to have the property annexed within the City. The address is known as 20110 Webster Street. The owner has signed the petition and consent of annexation. The property is surrounded right now by a City annex property. And Mr. Prieb is the one that is doing the apartment complex. And this will then go in and he's going to do a new preliminary plat and include this property within an entire project.

Staff recommends adoption of the Annexation Ordinance 2020-07.

MR. OWEN: I make a motion that we approve Ordinance 2020-07.

MR. ECKERT: Second.

MAYOR ELLIS: We have a motion and a second. Is there any discussion? If not, it's an ordinance, we'll vote by roll. Madam Clerk, if you would call the roll of the Council, please. Thank you, Mr. Burton.

MS. GERRITY: Mrs. Hughes.

MS. HUGHES: Yes.

MS. GERRITY: Mr. Leaton.

MR. LEATON: Yes.

MS. GERRITY: Mr. Eckert.

MR. ECKERT: Yes.

MS. GERRITY: Mr. Owen.

MR. OWEN: Yes.

MS. GERRITY: Mr. Graves.

MR. GRAVES: Yes.

MAYOR ELLIS: Ordinance carries 5-0-0. This is the continuation of a very exciting project, Mr. Burton. I know the quality of work that Mr. Prieb and his family does. And to be able to bring a product like that to Spring Hill, I think just is demonstrative of the level of commitment that our community, and appetite our community has for continued growth.

MR. BURTON: Thank you.

MAYOR ELLIS: Thank you very much.

[Therefore, the motion was made by Councilmember Owen and seconded by Councilmember Eckert to approve Ordinance No. 2020-07. The motion carried 5-0-0.]

5. Consider Approval of Site Plan: SP-000011-2020 Spring Hill Middle School #3

MAYOR ELLIS: Next item and final formal action item is consideration of approval of site plan. This is Site Plan 11-2020, Spring Hill Middle School #3. Mr. Burton, I'm going to ask that you come up and just go ahead and reintroduce for recap from our last meeting. You can come on up to the lectern, Mr. Burton. Recap from our last meeting there was a lot of discussion surrounding the Planning Commission's recommendation to approve, but with the amendment that turn lanes be included.

MR. BURTON: Along Ridgeview.

MAYOR ELLIS: I'm sorry.

MR. BURTON: Along Ridgeview. Yes.

MAYOR ELLIS: Along Ridgeview. Those turn lanes were going to add about $450,000 --

MR. BURTON: To a half a million.

MAYOR ELLIS: -- in cost up to a half million. And obviously that can -- that's a lot of money. And it also is a consideration of public safety. What I want to avoid is this being a referendum on anyone's position with regard to public safety. And moreover, a learned disagreement and learned discussion about what the Planning Commission's desires were. My encouragement is, if the Council is leaning toward the addition of the turn lanes that we approve this based upon the recommendation of the Planning Commission as opposed to remanding it to the Planning Commission, which would result in a considerable delay for the applicant. If it is approved with the turn lanes, then the applicant has the ability to go back and make the difficult decision about whether or not it will move forward with the project.

Every developer, every development has difficult decisions like this to make. I would like it to be as unemotional as possible so that we don't disrupt the longstanding positive relationship that we've had with the school district, a relationship that has helped to drive a very strong local economy. There are some risks with regard to not having a school in the area. I understand that there are some strong opinions on the other side.

I would like to have learned discussion as opposed to endless debate.

MR. BURTON: Thank you, Mayor.

MAYOR ELLIS: Mr. Burton.

MR. BURTON: This again is a school site plan for Middle School #3 as a continuation from the last Council meeting. The Planning Commission recommends approval of it with a continual turning lane so that 192nd and 193rd would have a center turning lane to turn west going north, turn west into those -- onto those

streets. And that's really -- the one thing that staff obviously -- to recap some of it is we're working on looking at improvements in the entire area. And the projection that we're looking at is that there would be some road improvements started within -- we would like to see two years, no later than three years in that area. With all the schools in that proximity it makes it easier for staff to start putting together a -- what I want to call a total package project. 199th, Ridgeview to 191st, 191st down to Woodland, Woodland back to 199th. There's improvements being completed on Woodland right now, stormwater drainage improvements. And there will be some asphalt, chip seal, a different combination on Woodland. In this case, staff looked at it and thought that you put a half a million dollars into it and in two years just remove it or tear it up --

MAYOR ELLIS: And you're saying that's a possibility; it's not a forgone conclusion --

MR. BURTON: It's a strong possibility.

MAYOR ELLIS: -- but it is a possibility.

MR. BURTON: It's a strong possibility due to, you know, we would like to -- well, we need to make them up to our standards, the road improvements. So, we felt like it was a waste of taxpayers' money.

MAYOR ELLIS: Mr. Burton, do you know are there projects around there that are dependent upon the school? Meaning that if that school is not there, have you -- do you have projects where you have been told that they will abandon their project?

MR. BURTON: We have been told that if the school does go, then the remainder of the Estates of Wolf Creek would be developed by a major developer in the country not just -- in the whole the United States not just for us. There is also some pending projects that, yes, that they've expressed very strong concerns --

MAYOR ELLIS: About the viability of their project.

MR. BURTON: -- about the viability of their project being able to succeed or even to a point of, you know, with all this COVID and all the banks are tightening down. They're looking at all different financing and there's not much risk that they're taking. I mean I do this every single day and I talk to everyone. And there's even some developers that are to the south that I just met with this afternoon that it was brought up saying, you know, gosh, they would like to see as many schools within the City limits as possible.

MAYOR ELLIS: And I'm not trying to suggest that economic development opportunities outweigh traffic safety.

MR. BURTON: Neither are we.

MAYOR ELLIS: I'm merely just highlighting that there is a risk versus reward in either direction that we go. And that the more development that comes in the more dollars that are available to make infrastructure improvements, so.

MR. BURTON: That's correct. And if I may, Mayor, we didn't look at this lightly at all. If we didn't feel like that we could come up with a viable plan for everyone to participate in the area on let's say an area-wide benefit district, then, you know, we would have -- because, you know, traffic, public safety, I mean I drive out

there, you know, 191st and Ridgeview is a bad corner right now. You know, we've already looked at it. Mr. Boyer and I looked at it with some very inexpensive quick type solutions until, you know, the -- because the ditches are deep, extend for a little ways, very low cost type of a project there to keep everything on the move. 191st will have turn lanes into the school. And again, I'd reiterate that the traffic study did not recommend any type of turn lanes off of Ridgeview.

MAYOR ELLIS: Okay. All right. Very good. I understand that there were some questions and some discussions.

MR. BURTON: Sure.

MAYOR ELLIS: And is the applicant here as well?

MR. BURTON: Yes.

MAYOR ELLIS: Okay. Very good. Counsel.

MR. OWEN: Mr. Mayor. I know I've had a number of citizens talk to me, stop me or text me. They have some major concerns about the road. And some of them even have major concerns about congestion of all the schools. So, I think at this time with their concerns in mind, I would have to be somebody that would support the turn lanes with the project unfortunately.

MAYOR ELLIS: Very fair.

MR. GRAVES: With those turn lanes that is paid for by the district, right?

MR. BURTON: Yes. That is correct.

MR. GRAVES: Okay. A hundred percent.

MR. BURTON: One hundred percent.

MR. GRAVES: Okay.

MR. ECKERT: Mr. Mayor, I'm a little confused. When you say we're going to put it in, then two years we're going to tear everything up, wouldn't our footings be put in to where they wouldn't have to be tore up as far as our base and all that kind of stuff so it would just be -- can you expound on that?

MR. BURTON: No. Sure. So, when doing the construction of it, it would be utilization of the existing pavement for access through the entire time, so the construction. So, in doing that the curbs and stormwater drainage and any utility relocation, what I'm getting at, the road would shift some. And I'm not saying every bit of it would be torn up and not utilized. But, you know, you've seen construction and so. It's a, you know, it's a very costly -- it's $500,000 to -- and the school district, but that's part of our community. And one of my biggest fears, I'll just say it is that this is going to have a big impact on development. You know, I'm working with some -- I've been working ever since I've been here with one major corporation. And we're close, but the major corporations, you know, they're very cautious in what they do. They do not like to see

failure. Because you see something close down, I won't name any names. But let's say you see a big arch close down, well, wow, you know, it puts a bad light on the corporations. So, they're really watching everything. And I'm not trying -- please don't take that as a threat or anything like that. It's just strictly observation.

MAYOR ELLIS: And I know, Mr. Burton, that your efforts as a Community Development Director also tie directly into economic development, so we appreciate your eye on both. This is what I meant by learned discussion. People of different backgrounds, people of different opinions can have their own opinion.

MR. BURTON: Yes.

MAYOR ELLIS: We have a Planning Commission that had an opinion that differed from our professional staff. I expect that if you have a different opinion you're going to share it and help us to understand and then the Council will make its decision based upon the information that it has available to it.

MR. BURTON: Yes. And thank you for bringing that up because I just want to let you know what nowhere in there did I say, you know, that staff recommends against Planning Commission. It says Planning Commission, you know, makes this recommendation. But, you know, we had to put in what staff foresees.

MAYOR ELLIS: And again, reasonable people can disagree.

MR. BURTON: Sure.

MAYOR ELLIS: That's perfectly fine.

MR. BURTON: And I appreciate it.

MAYOR ELLIS: Ms. Hughes.

MS. HUGHES: When does the school anticipate it will start with the road? When will the construction be done and the first school year starts?

MR. BURTON: I will let Mr. Elliott speak to that. Thank you.

MR. ELLIOTT: Thank you, Council and Mayor. Let me make sure I understand your question specifically. When would the school be ready?

MS. HUGHES: Yes. Well, actually when would the traffic increase? When would the first school year be?

MR. ELLIOTT: The original plan was August of 2022. I'm not sure we can hit that deadline with all the delays we've had up to this point. We are fearful that we're into October before completion of 2022. So, it could be 2023 before we could fully take advantage of that site. The other thing to keep in mind is our feeder system, which is our elementary to middle to high school, we have two elementaries feed a middle school and then the middle schools feed the high school. Currently the middle school that we're proposing only has one elementary to feed it. So, it would be a smaller portion of population until we would build the sixth

elementary school. So, it's kind of that chicken and egg problem that we have. We have to get the middle school built in order to get the other elementary school built, so.

MAYOR ELLIS: All right.

MS. HUGHES: My follow-up question to that is if they're not looking to actually begin a school year until August of '22 or '23 --

MR. BURTON: That's correct.

MS. HUGHES: -- could we have the roadwork plans that we were planning over the next couple of years done so that that turn lane is ready to be put in when they're -- right before their school year?

MR. BURTON: Sure. So, the actual construction would not be completed by that time. Yes. We are anticipating having the plans completed to a degree of where it's a -- the Council or Governing Body agrees that it's a viable project to look towards, has some good finance options. We've already started talking to bond counsels and everything on all different types of financing options. But, no, the road would not be completed. Plans, yes. Road, no.

MS. HUGHES: Well, I know that the -- is that for all of the roads or could Ridgeview be done by then?

MR. BURTON: No. And what I foresee, okay. So, it would depend on my direction that obviously the administrator would give me. What I foresee is right now we're working on the entire area plan that I spoke about earlier and then phase it. It wouldn't be all at one time. But we would take and phase in, let's say, we had benefit districts that we were forming. We would phase those benefit districts in. So, Ridgeview probably -- in our minds, Ridgeview would be the first one constructed. But then what we also have to watch is, you know, we have to make sure that the -- and the way I would want to see is make sure that we're ready on the others because, well, why are you doing Ridgeview when 199th is bogged down, you know, and on and on. So, it would be a good phased construction that everyone it's very clear and concise.

MR. ECKERT: When you say Ridgeview, are you referring to 199th and Ridgeview?

MR. BURTON: 199th, well, the roundabout to 191st.

MR. ECKERT: Yeah.

MR. BURTON: Because, you know, we're obviously putting in the roundabout. And that's a good time to connect to it then go down -- and then at that intersection at Ridgeview at 191st, we would also in the first phase extend past the school going west. And it might even farther. In discussions with Summit Homes, you know, they're excited about road improvements. It's just, you know, no one development can take on this all at one time. And no one development has stepped-up. I will say the school district has agreed to participate in a benefit district as they spoke last meeting about. I have had no other developers or owners of that ground step up and say that, you know, we will guarantee we will participate in a benefit district.

MR. LEATON: Mr. Burton.

MR. BURTON: Yes.

MR. LEATON: This is Mr. Leaton.

MR. BURTON: Yes, sir.

MR. LEATON: When you talked about a benefit district, are you talking about participation by the City in the benefit district?

MR. BURTON: At this time I personally do not believe that there -- that I am going to form a -- try and form it with no City participation. What I've been telling everyone is why is because the City is taking the responsibility in putting in the roundabout. Major improvements are major money for a city our size. And so far, you know, everyone is understandable. I didn't say agreeable, I said understandable.

MS. HUGHES: I had question on page 4 of Appendix D.

MR. BURTON: Okay.

MS. HUGHES: My understanding is that of Appendix D, page number 1 is an analysis of the existing traffic volume.

MR. BURTON: Yes, ma'am.

MS. HUGHES: Page 2 is a breakdown of that existing traffic volume by so many hours. Page 3 is a peak traffic volume also an existing. And then page 4 is the summary and starts the beginning of projected volumes of traffic. And on page 4 on Item 3 during peak volume hours it is saying that the meters are met. They warrant some kind of change. Am I reading that wrong?

MR. BURTON: That is correct with the continuation growth of the development down the road.

MS. HUGHES: So, when everyone is saying that the traffic study says that it's not warranted to have signals, it's saying that it's not warranted existing.

MR. BURTON: That's correct.

MS. HUGHES: But under projections it would be.

MR. BURTON: Yes. But the projections of the first part is the school only and it does not require signalization of that intersection or a roundabout. When you take into account the possible future projections, and it happens to be Foxwood owned by Summit Homes, then, yes. It will require some sort of traffic control measures there, a roundabout, signalization, something. That is correct. But with just the full school buildout it does not.

MS. HUGHES: But I mean the reason we're talking about this is because we believe the school is going to bring other economic development to the area.

MR. BURTON: That's correct.

MS. HUGHES: That expected development is going to project out the need for some signalization at some point.

MR. BURTON: That is correct. And the develop --

MAYOR ELLIS: And it's the development that Mr. Burton is referring to that will pay for that improvement.

MR. BURTON: Right. And that's why I've been meeting, and when I speak with any developer, let's say, and I did just meet with a convenience store chain. It's a small convenience store chain with a big name that is interested in that. And obviously any type of additional is going to warrant, you know, improvements immediately. What we're looking at is going ahead, and I think I mentioned it last meeting, is in these road construction, you know, we would put in all the conduit, all the electric and all that. The way it's -- it looks like the projection. In speaking with developers and all it would probably be put in immediately, some sort of light or small roundabout or something. And that would be all part of the main benefit district that would fund this.

MS. HUGHES: And how would that benefit district work? Would it be similar to some of our, I mean, we have benefit districts.

MR. BURTON: Sure.

MS. HUGHES: And most of them though are for sewer and water and other types of municipal services being brought in and those services are then paid for over time as a special on those properties. I don't know, and you'll have to correct me if I'm wrong, Mrs. Landis, but I don't know if we have one for roads. We've always done that for municipal services that the developer is cutting costs and putting those on as specials as taxes to the people that are going to live there. So, tell me that's unique.

MS. LANDIS: There are other cities that do streets. And it is acceptable or allowable under the benefit district statutes and basically you can appropriate two different ways to everybody involved. Either it's frontage to those roads or access to those roads. However, if you want those percentages to line up it could be equal share, it could be whatever, however you want to let that happen. And it operates exactly the same as any other benefit district. It goes on the tax rolls for those properties. And as those properties develop and split it goes to the new owners of those properties. Let's say it were a residential development as opposed to a commercial development and like the other benefit districts say they wanted to pay it off in advance of it going on the tax rolls, they can do that too. So, it operates exactly the same. It just calculates -- there's different ways to calculate it.

MAYOR ELLIS: We actually looked at that along Lincoln for the businesses there. And then because of the escalating cost of that, we were able to kind of step back a little bit and identify the method of improvement that we're doing now. But that was the original method for funding Lincoln Street.

MS. HUGHES: But that was my other question. If we're expecting these developments and the school to all come in at different times, usually when we do a municipal -- when we do a benefit district for a given development it's because it's added as a whole and because we're bringing in the utility services at one time.

How do we go about doing that with multiple developments coming in at different times and when the street is or isn't going to be, you know, construction worked on?

MS. LANDIS: The only difference in this case is that the difficulty is that if you have a sewer project as they decide to -- they can buy in at a later time, they don't have to buy-in up front. When you have a street, if the street is already there and being used there's no reason for them to buy-in at a later date. So, you want to have all parties involved up front. And you can do, like Estates of Wolf Creek as an example, when they started that there was a planned division, subdivision in there and everything else that was eventually going to be using those mains and that -- all those things that might go in was considered unplatted. And a percentage of that total cost went to that unplatted area. And as they started chipping away at that unplatted area as they platted it gets applied to those individual lots within that new platted area. So, that's how it works just the same as any of those other areas. So, we have had that before. In the most recent ones that we've done that's not the case. It's just a platted area. But we have had it where there's been unplatted portions.

MR. BURTON: And one of the reasons is on that is commercial where they may only take and plat one lot like the school district is doing, a one-lot plat. Although all that square footage or entrances to the road would -- they would have to participate. So, anyone in our study so far shows that it looks like a good range back from the 199th, 191st, Ridgeview is a quarter of a mile. And one of the biggest difficulties right now is we have three sides county. And they do not have to participate. And then we'll get it all in and the kids decide to sell and they connect into a really nice road. So, I was excited about -- in speaking with the developers, you know, I talked to them about it and most of them said, well, yeah, we understand. But, you know, it's part of development and we need to get more traffic, let's say, like Foxwood.

MAYOR ELLIS: Mr. Leaton, I know you're on the phone. Are you able to hear us okay?

MR. BURTON: Oh, I'm sorry.

MAYOR ELLIS: Do you have anything else you'd like to add?

MR. LEATON: I don't. I can't see, you know, people in the room. But the one thing I do want to state is I don't want to have this remanded back to the Planning Commission. I just think that that's going to be taking up time that doesn't necessarily need to happen. So, what I'm of the opinion is that we make a motion of either to approve or not to approve with the recommendations of the Planning Commission for the turning lanes. But I don't want to have us remand it back to the Planning Commission because I think that just wastes time when we don't need to.

MR. BURTON: Mr. Mayor, also if I would remind the -- this is a site plan, so that it can -- your motion can be different than what the Planning Commission and it does not constitute a supermajority. Is that --

MAYOR ELLIS: Correct.

MR. BURTON: Thank you.

MAYOR ELLIS: Correct. Mr. Graves, did you have any additional questions or comments?

MR. GRAVES: No. I just want to kind of stress Mr. Owen's point like for me you've got to look at safety as well. And I think -- I drove that road today and it's like -- I just feel like there has to be a turn lane there to keep -- for safety and I drove it both ways and I just -- I struggle with that. I see the, you know, potential for growth and all of that and a huge supporter of that. But I think in the short term we've got to look at safety and I just -- I don't know if -- I mean I trust your judgment and I know you wouldn't do something that wouldn't be for safety.

MR. BURTON: I understand. And no, and I agree. You know, I stress that corner is, you know, bad now. But I just can't not get any support to fund those improvements without development or growth. And I mean you all look at the budget. It's budgetary time right now. And I'm not, you know, I'm just -- I'm here just telling the facts. And I'll answer anything honestly you want.

MS. HUGHES: When do you believe that Ridgeview road project will be complete?

MR. BURTON: Well, what we're shooting for in just our little projection, and we were really hoping to have that completed tonight for you, but we started hammering on it hard. We believe that we can start it in 2024.

MR. LEATON: Okay.

MR. BURTON: And just the Ridgeview from 199th or roundabout area to 191st.

MS. HUGHES: Can we, and I don't know if this is possible, can we ask or motion, I don't know, either way, that the turn lane be included as suggested by the board but that it not be required until after the project is complete? That way there is not duplicated costs.

MR. BURTON: That seems like a very reasonable suggestion on it.

MS. HUGHES: The existing one you said in the traffic study --

MR. BURTON: That's correct.

MS. HUGHES: -- is fine.

MR. BURTON: Yes, ma'am.

MS. HUGHES: But it's when that projected starts to come in, we don't think they're going to come until the school is starting to build out.

MR. BURTON: That is correct.

MS. HUGHES: So, we might not be in that push.

MR. BURTON: Right. And to prove that point, Foxwood Ranch, their sales have been very slow. You know, I think they have six --

MAYOR ELLIS: I'm going to ask Ms. Landis a question here in just a moment.

MR. BURTON: Okay.

MAYOR ELLIS: But go ahead.

MR. BURTON: And then also on the other side just in looking at it, and obviously Ms. Landis or finance would have to take it over, but, you know, forming this benefit district, you know, with bond counsel, it -- well, you've done it through Dayton Creek. You know the timeframe.

MAYOR ELLIS: Ms. Landis, and I'm asking you to look at this from a little different lens understanding that school district financing may be different from municipal financing, is that a viable option when you're trying to align your budget and do your go to market for bonding when you have portion one of the project being the school, for example, itself, and then a high probability of a half million or what at that time could be a $600,000 project that you may have to fund later? How viable of an approach is that?

MS. LANDIS: So, typically if you would temp note at the very beginning of the construction part of that project. So, if the timing were done right we could -- and we planned it right, maybe that would be a really good way to approach it initially. That way there is that coordination and not the separation between the projects themselves. But I think we can take a look at that. We can certainly get some feedback from bond counsel and see --

MAYOR ELLIS: Well, the problem though is that we need to move forward tonight on this. The school district needs some finality and they need to know what direction that they're going. I'm just questioning more again asking you if from a financing perspective is that something that one even does?

MS. LANDIS: You mean doing, I'm sorry, I wanted to make sure I understand you [inaudible].

MAYOR ELLIS: Typically you want -- when you start a project you want to know exactly what your costs are going to be. And to say that, okay, we're going to do Part A, Phase 1, for example, and it's going to be this building and multi-million dollar project, but later I might have this half a million dollar project, is that viable from a budgeting perspective even?

MS. LANDIS: If we're talking about benefit districts that requires two separate petitions and [inaudible].

MAYOR ELLIS: Nope. I'm talking about from a school district perspective.

MS. LANDIS: From a school --

MAYOR ELLIS: If this were a City project, would that be a viable approach, or would that create too much uncertainty for the project?

MS. LANDIS: It depends on how they're going to pay for that project. It really would depend on how -- what their financing situation is and whether they prefer to -- if they're paying cash or if it's something that they have already have or whatever they're financing. I really can't say [inaudible].

MAYOR ELLIS: No. I understand that. I was just to get a little bit of guidance. Mr. Elliott, you had your hand up.

MR. ELLIOTT: Yes, sir. A couple of challenges. We actually put the budget together before the bond gets elected by the --

MAYOR ELLIS: Right.

MR. ELLIOTT: -- the patron. So, the dollar figures are already established. We would have to take monies from other projects in order to fund that with bond dollars. In addition, we get a lot of pressure, and I'm sure Ms. Landis can explain this better than I can. When we have a bond, we have a limited amount of time to get those funds spent. And to kick that can that far down the road we would probably have to figure out some way to encumber those dollars ahead of that. Because anything after five years they get real fidgety with, so.

MAYOR ELLIS: Okay. So, I think it's an excellent idea, Ms. Hughes. I just don't -- it might end up actually hamstringing them a little bit.

MS. HUGHES: Well, I have to say for safety and what I'm reading of the analysis of the CARS study that's going to happen, the projection is, and Mr. Graves and Mr. Owen, I really think that that turn lane has to be there. I just don't want them to have to do it twice. I'm trying to think of how -- a way for it not to be done two times.

MAYOR ELLIS: Okay. Mr. Leaton, anything else?

MR. LEATON: Yeah. So, here is where I'm at with this. I'm going to make a motion. Also this is what I'm going to say is with my background in engineering, I'm willing to work with staff to see if we can come up with a creative solution that we may not end up having to spend the 400-some thousand dollars to get us there to what we need to do with the school district.

MR. BURTON: Thank you.

MR. LEATON: I'm willing to meet with staff and go through things to see what we can do and see if there's any out-of-the-box solutions that we could come up with that may not have been thought of.

With that said, Mayor, I move that we approve the site plan because, let me back up. I didn't say this either. I kind of feel like there's a consensus because of safety on the Council that they would like to see the alternatives of the turning lane by the Planning Commission. So, my motion would be to approve the site plan, I believe it's Number 3, for the Spring Hill Middle School with the recommendations of the Planning Commission for the turning lanes.

MAYOR ELLIS: Do we have a second?

MR. OWEN: I'll second.

MS. HUGHES: Second.

MAYOR ELLIS: We have a motion and a second. Is there any further discussion? If not, all those in favor.

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0. Mr. Burton, thank you very much.

MR. BURTON: Thank you all for your time. I appreciate it.

MAYOR ELLIS: Mr. Elliott, thank you for being present this evening.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Owen to approve Site Plan 000011-2020 per Planning Commission recommendations for the turning lanes. The motion carried 5-0-0.]

ANNOUNCEMENTS AND REPORTS

MAYOR ELLIS: That concludes the formal agenda and takes us to Announcements and Reports. I have none. Mr. Owen.

MR. OWEN: I have none tonight.

MAYOR ELLIS: Mr. Leaton.

MR. LEATON: The only thing is, Mr. Burton, I'll be reaching out to you next week. Let's sit down and talk. I have some availability next week to kind of go through and see if there's anything that we can maybe do on this project for the school district. And then also I'd like to meet with Mr. Hendershot about moving forward with talking about what we're going to be doing on alternatives and costs for Webster Street.

MAYOR ELLIS: Certainly.

MR. BURTON: Thank you, Mr. Leaton.

MAYOR ELLIS: All right. Anything else, Mr. Leaton?

MR. LEATON: Not at this time.

MAYOR ELLIS: All right. Ms. Hughes.

MR. LEATON: Let me back up. I just wanted to -- I didn't say this earlier, but I just wanted to thank the Police Department for their service and everything, so.

MAYOR ELLIS: All right. Thank you very much. Ms. Hughes.

MS. HUGHES: No, nothing tonight.

MAYOR ELLIS: All right. Mr. Eckert.

MR. ECKERT: Mr. Mayor, I strongly support your statement at the opening of the meeting. I think that was very needed and very powerful.

MAYOR ELLIS: Thank you very much.

MR. ECKERT: Otherwise, nothing to report, sir.

MAYOR ELLIS: All right. Mr. Graves.

MR. GRAVES: No report.

MAYOR ELLIS: Mr. Hendershot, moving on to staff reports.

MR. HENDERSHOT: Thank you, Mayor. Just a couple of brief things. The week of June the 22nd, Governor Kelly will be making -- the state of Kansas will be making a strong push on the census and we will be participating in that, again, with more push to our local residents through social media and encouraging that. I'm happy to say that we are now at the equal point of the 2010 census as far as reporting at this phase. So, Spring Hill is doing exceptionally well. I think we're almost -- 74 percent of the residents have self-reported already. So, that deadline for census has been extended through October 31st. And the door-to-door portion of that will begin in August.

MAYOR ELLIS: All right.

MR. HENDERSHOT: The second thing is just a reminder to everyone and an open invitation to Veterans' Park on July the 4th. At 10:30, we'll have our opening ceremony. We have some neat things planned for there.

The last thing is the equipment for the live streaming of meeting is being installed, has begun this week. So, we're excited to bring that to fruition. As of yet, we don't know what that completion date will be, but we'll keep everybody involved and updated on that. That's all, sir.

MAYOR ELLIS: All right. Thank you very much. Madam Clerk.

MS. GERRITY: Nothing to report.

MAYOR ELLIS: Ms. Landis.

MS. LANDIS: Yes. Just a couple of things. The budget packet for the special meeting on June 22nd will go out to all and the website on Tuesday, next Tuesday as opposed to Monday. Monday is the deadline for the counties to give us valuation information. One of our counties does not have that out yet. And we expected it to be out sooner, but it is not, so I cannot finish that work until the valuation comes out from the county.

The outside agencies have been kind of polled to see if they would be available for -- to meet or to present to you all an hour in advance of the meeting on the 22nd. That's a Monday evening. So, if we can meet at 6p.m. that evening and allow them the opportunity to give you a brief overview of their budget request of

you for the '21 and '22 budget cycles, then that would be much appreciated. We're trying to squeeze that in now that we're back to being open to the public.

And then the forecast at the meeting where we discussed the closure of the pool, I know that Mr. Eckert and Council had asked for the updated financial forecast, and those are almost completed. We will send those out to you tomorrow. And if we want to maybe look ahead to another meeting to maybe discuss those a little further. I know you had mentioned you wanted to discuss how we're going to use those funds. We have not yet really seen the impact for the sales tax losses that would have occurred yet. So, maybe June, if we wait until July to maybe start discussing what those -- what that impact really is to the City overall. That's just a recommendation we can discuss whenever you please.

And then if you have not yet turned in your CIP rankings, please do so and we're using that for the full package for the next meeting. And that's all.

MAYOR ELLIS: All right.

MS. HUGHES: The 22nd, you wanted us here at what time?

MAYOR ELLIS: I think 6:15 will be fine. I think 45 minutes will be enough. I know it's challenging for some folks who may be coming from downtown. I'm sorry?

MS. HUGHES: I said not right now.

MAYOR ELLIS: 6:15, and I think that will be more than enough time.

MS. LANDIS: Okay. Perfect.

MAYOR ELLIS: Okay. Okay. Anything else, Ms. Landis?

MS. LANDIS: No thank you.

MAYOR ELLIS: Mr. Burton.

MR. BURTON: No report.

MAYOR ELLIS: All right. Chief Henson.

POLICE CHIEF HENSON: I'm going to take this off so you can hear me. I just want to say that daily we are thanked and supported by our community. And that said, we do not police in a vacuum. And unfortunately, my profession is judged nationally and we feel and hear the voices of the nation. Fortunately for us our individual department reputations are built locally. And it is clear we have good relations with our citizens and for that we are very grateful. We are focused on hiring the best person for the job of police officer. Our hiring process is designed to properly vet potential officers to ensure our core values of respect are accepted and supported. Training is a critical component to developing successful officers capable of making sound decisions during the most stressful situations. All members attend topics related to fair and impartial policing, which addresses race and implicit biases, de-escalation and mental health. Policies is another area critical to

success of an officer and a department. We have been working for the past six months to update our policies that are legally defensible and include best practices. We have policies regarding ethics, response to resistance, body cameras, racial and bias policing, and discipline. All our policies are designed to guide officers on proper behaviors and practices when working with the community so we may continue to have your trust. We are committed to embedding our core values of respect into our day-to-day interactions. Those values include responsibility, excellence, service, professionalism, example, compassion, and trust. And we will continue to interact with all members of our community with dignity and respect to improve trust as we move forward. That's all I needed to say. Thank you.

MAYOR ELLIS: Thank you very much, Chief. Mr. Jenkins.

MR. JENKINS: No report.

MAYOR ELLIS: All right. Thank you very much.

ADJOURN

MAYOR ELLIS: I would entertain a motion to adjourn.

MR. ECKERT: So moved.

MR. OWEN: Second.

MAYOR ELLIS: All those in favor.

COUNCILMEMBERS: Aye.

MAYOR ELLIS: We are adjourned. Thank you very much.

[Therefore, the motion was made by Councilmember Eckert and seconded by Councilmember Owen to adjourn. The motion carried 5-0-0.]

(Spring Hill City Council Meeting Adjourned at 8:25p.m.)

CERTIFICATE

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/das July 31, 2020
Deborah A. Sweeney, WriteAway Transcription

APPROVED BY:

_____
Glenda Gerrity, City Clerk

Minutes were approved by the City Council on _____.

City of Spring Hill, Kansas
Minutes of City Council Regular Session
July 23, 2020

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on July 23, 2020. The meeting convened at 7:00p.m. with Mayor Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance:	Chris Leaton Steve Owen Tyler Graves Andrea Hughes via telephone
Councilmembers absent:	Chad Eckert
Staff in attendance:	Jim Hendershot, City Administrator Melanie Landis, Asst. City Administrator Cindy Henson, Chief of Police Patrick Burton, Community Development Director Antwone Smoot, I.T. Specialist
Consultants in attendance:	Frank Jenkins, City Attorney

INVOCATION
The invocation was given by Pastor Michael Brown, Spring Hill United Methodist Church.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

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

APPROVAL OF THE AGENDA
It was moved by Leaton, seconded by Owen to approve the agenda. Motion carried 4-0-0.

CITIZEN PARTICIPATION
The following individuals made public comment:

- Tom Trost, spoke regarding the resurfacing of Webster Street.

CONSENT AGENDA

It was moved by Leaton, seconded by Owen to approve the consent agenda.

1. Appropriation Order No. 2020-07-09
2. Consider Approval of Cereal Malt Beverage Renewal: Casey's General Store, 607 N. Webster Street

Motion carried 5-0-0.

FORMAL COUNCIL ACTION

3. Consider Ordinance No. 2020-10 Pertaining to the Expenditure and Use of Local Alcoholic Liquor Funds

Introduced by Mayor Ellis and presented by City Attorney Frank Jenkins.

It was moved by Leaton, seconded by Owen to approve Ordinance No. 2020-10. Motion carried by roll 4-0-0 (Hughes-yea, Leaton-yea, Owen-yea, Graves-yea).

4. Consider Ordinance No. 2020-11 Prohibiting the Unlawful Discharge of Firearms and Unlawful Hunting Within the City

Introduced by Mayor Ellis and presented by City Attorney Frank Jenkins.

It was moved by Leaton, seconded by Owen to approve Ordinance No. 2020-11. Motion carried by roll 4-0-0 (Leaton-yea, Owen-yea, Graves-yea, Hughes-yea).

DISCUSSION

5. Petition to Allow Chickens Within City Limits

Introduced by Mayor Ellis and presented by resident Jacob Tysver.

For the record, Mr. Tysver read aloud the following petition requesting to allow chickens in Spring Hill:

> I think a little town made up of mostly farms should be allowed to have chickens. We are a population of 7869 and are hardly as big as some other towns that allow these things. I understand no roosters, or a trashy looking coop and I understand people not being able to have a million chickens. How much harm could some chickens do? I know several people in this town loathe this rule. I have a suggestion for a rule. You should have to ask all of your direct neighbors if they would mind and then you can have them. I can prove that people agree with this petition.

Resident Debbie Trenary, spoke regarding to allow ducks within Spring Hill.

Following Council discussion, **Mayor Ellis requested that a representative from the Police and Community Development Department work with this group to prepare an ordinance for submission to the Planning Commission and then to City Council.**

6. Spending Plan for Projected Revenue Adjustment Due to COVID19 Impact
Introduced by Mayor Ellis and presented by City Administrator Melanie Landis.

Following Council discussion, **Mayor Ellis requested that an update of the spending plan be presented at the second meeting of each month.**

ANNOUNCEMENTS AND REPORTS
Announcements and reports were given by the Governing Body and staff.

ADJOURN
It was moved by Leaton, seconded by Owen, to adjourn. Motion carried 4-0-0.

The meeting adjourned at 8:04p.m.

_____
Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

City of Spring Hill, Kansas
Minutes of City Council Special Session
July 27, 2020

A Special Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on July 27, 2020. The meeting convened at 6:00 p.m. with Mayor Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance: Chris Leaton
Steve Owen
Tyler Graves
Chad Eckert
Andrea Hughes

Staff in attendance: Jim Hendershot, City Administrator
Melanie Landis, Asst. City Administrator
Cindy Henson, Chief of Police
Patrick Burton, Community Development Director
Antwone Smoot, I.T. Specialist

ROLL CALL

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

PUBLIC HEARING – 2021 BUDGET

Introduced by Mayor Ellis and presented by City Administrator Jim Hendershot.

Mayor Ellis opened the Public Hearing at 6:06 p.m.

Bill Peterman, 19431 W. 200th Street, gave public comment.

Hearing no further comments from the public, Mayor Ellis closed the public hearing at 6:09 p.m.

PUBLIC COMMENT – 2022 BUDGET AND 2021-2025 CAPITAL IMPROVEMENT PROGRAM (CIP)

The City Council discussed the 2022 Budget and 2021-2025 CIP with no public comments received.

ADJOURN

It was moved by Leaton, seconded by Eckert, to adjourn. Motion carried 5-0-0.

The meeting adjourned at 6:14p.m.

_____
Glenda Gerrity, City Clerk

Approved by the Governing Body on _____

City of Spring Hill, Kansas
Minutes of City Council Regular Session
August 13, 2020

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on August 13, 2020. The meeting convened at 7:00p.m. with Mayor Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance:	Chris Leaton Steve Owen Tyler Graves Chad Eckert Andrea Hughes
Staff in attendance:	Jim Hendershot, City Administrator Melanie Landis, Asst. City Administrator Cindy Henson, Chief of Police Patrick Burton, Community Development Director Antwone Smoot, I.T. Specialist
Consultants in attendance:	Frank Jenkins, City Attorney Tyler Ellsworth, Bond Counsel, via telephone Dan Miller, P.E., City Engineer

INVOCATION
The invocation was given by Pastor Michael Brown, Spring Hill United Methodist Church.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

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

APPROVAL OF THE AGENDA
Mayor Ellis requested to remove Item 6. 2021-2025 Capital Improvement Program and add Item 16. Executive Session-Attorney-Client Exception.

It was moved by Leaton, seconded by Owen, to approve the agenda as revised. Motion carried 5-0-0.

CITIZEN PARTICIPATION

The following individuals made public comment:

- Bill Peterman, spoke regarding a thank you to everyone for the well wishes to his grand-daughter and budget.
- Chad Allenbrand, spoke regarding his concerns about internet and Suddenlink.
- Roy Riffel, spoke regarding broadband.

PRESENTATION:

Chief Henson presented a Life Saving Award to Officer Sisson and Officer Blunt.

CONSENT AGENDA

It was moved by Leaton, seconded by Eckert to approve the consent agenda.

1. Appropriation Order No. 2020-07-09
2. Approval of Agreement for South Lift Station Pump and VFD
3. Consider Approval of Improvement Agreement: Oak Woods

Motion carried 5-0-0.

FORMAL COUNCIL ACTION

4. Adoption of 2021 Operating Budget
   Introduced by Mayor Ellis and presented by City Administrator Jim Hendershot.

   Following Council discussion, it was moved by Leaton, seconded by Eckert to adopt the 2021 Operating Budget. Motion carried 4 – 1 (Owen) – 0.

5. Approval of 2022 Operating Budget
   Introduced by Mayor Ellis and presented by City Administrator Jim Hendershot.

   Following Council discussion, it was moved by Leaton, seconded by Eckert to approve the 2022 Operating Budget. Motion carried 5-0-0.

6. Resolution No. 2020-R-XX: Adopting 2021-2025 Capital Improvement Program (CIP)
   The item was deleted.

7. Resolution No. 2020-R-08: City Coronavirus Relief Fund
   Introduced by Mayor Ellis and presented by City Administrator Jim Hendershot.

   It was moved by Leaton, seconded by Owen to approve Resolution No. 2020-R-08. Motion carried 5-0-0.

8. Resolution of Intent No. 2020-R-09 for Industrial Revenue Bonds, Mid-Am Building Supply
   Introduced by Mayor Ellis and presented by Assistant City Administrator Melanie Landis.

   It was moved by Leaton, seconded by Eckert to approve Resolution No. 2020-R-09 as stated (**in the interest of economic development of the City, the resolution amending resolution 2019-R-15 be approved authorizing the revised form of the PILOT agreement and extending the termination date of the resolution to December 31, 2020.)**. Motion carried 5-0-0.

9. Resolution No. 2020-R-10: Setting Hearing on Reducing Dayton Creek Phase 2 SBD Special Assessments
   Introduced by Mayor Ellis and presented by City Bond Counsel Tyler Ellsworth via telephone.

   Attorney Curtis Holland spoke on behalf of the Developer of Dayton Creek, PV Investments, regarding his request to reimburse PV Investments in the amount of $93K for the costs of walking trail improvements associated with the Third Plat SBD.

   Following Council discussion, it was moved by Leaton, seconded by Eckert to approve Resolution No. 2020-R-10 Alternate No. 1 in the amount of $170,000 previously levied in connection with Dayton Creek II Special Benefit District. Motion carried 5-0-0.

10. Resolution No. 2020-R-11: CARS 2021-2025 Planning Program
    Introduced by Mayor Ellis and presented by City Administrator Jim Hendershot.

    Following Council discussion, it was moved by Leaton, seconded by Eckert to approve Resolution No. 2020-R-11. Motion carried 5-0-0.

11. Resolution No. 2020-R-12: Water Rates
    Introduced by Mayor Ellis and presented by Assistant City Administrator Melanie Landis.

    It was moved by Leaton, seconded by Eckert to approve Resolution No. 2020-R-12. Motion carried 5-0-0.

12. Resolution No. 2020-R-13: Sewer Rate
    Introduced by Mayor Ellis and presented by Assistant City Administrator Melanie Landis.

    Following Council discussion, it was moved by Leaton, seconded by Owen to approve Resolution No. 2020-R-13. Motion carried 5-0-0.

13. Consider Waiver of RFP Bid Process of Chip and Seal of Woodland Rd.
    Introduced by Mayor Ellis and presented by City Engineer Dan Miller.

    Following Council discussion, it was moved by Leaton, seconded by Hughes to approve the waiver of RFP Bid Process of chip and seal of Woodland Road. Motion carried 5-0-0.

14. Approval of Reimbursement Contract for Chip and Seal of Woodland Rd.
    Introduced by Mayor Ellis and presented by City Engineer Dan Miller.

    Following Council discussion, it was moved by Leaton, seconded by Eckert to approve the reimbursement contract for chip and seal of Woodland Road. Motion carried 5-0-0.

DISCUSSION

15. Appointment Process
    Following Council discussion, the majority of the Council is not looking to make changes to the appointment process.

EXECUTIVE SESSION

It was moved by Leaton, seconded by Eckert, to recess into Executive Session to discuss with and receive advice of counsel regarding requested production of documents pursuant to the exception for matters which would be deemed attorney-client privileged communication under the Kansas Open Meetings Act, for 5 minutes and the open meeting will resume in the Council Chambers at 8:51p.m. Motion carried 5-0-0.

It was moved by Leaton, seconded by Eckert, to amend the motion to include the following persons to be in attendance Jim Hendershot, City Administrator, and Frank H. Jenkins, Jr., City Attorney.
Motion carried 5-0-0.

The meeting recessed at 8:46 p.m.
The meeting reconvened at 8:51 p.m. with everyone present.

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

ANNOUNCEMENTS AND REPORTS

Announcements and reports were given by the Governing Body and staff.

ADJOURN

It was moved by Leaton, seconded by Eckert, to adjourn. Motion carried 5-0-0.

The meeting adjourned at 9:13p.m.

_____
Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER
NUMBER 2020-08-27
PRESENTED: August 27, 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:	$127,341.89
Payroll:	$75,536.33
	$202,878.22

Section 2:
Claims presented for approval of payment:

Accounts Payable:	$79,232.92
	$79,232.92

Total amount of the Appropriation Order:	**$282,111.14**

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01596 - AMY LONG					
INV0002107	EMPLOYEE EXPENSE REIMBURSEMENT - MILEAGE	100-500-7100			$15.99
INV0002107	EMPLOYEE EXPENSE REIMBURSEMENT - MILEAGE	100-500-7100			$11.27
			Vendor 01596 - AMY LONG Total:		**$27.26**
Vendor: 00096 - ASPHALT SALES COMPANY INC					
144256	ASPHALT FOR LINCOLN ST REPAIRS	205-640-6630			$390.93
144285	ASPHALT FOR LINCOLN ST REPAIRS	205-640-6630			$972.81
			Vendor 00096 - ASPHALT SALES COMPANY INC Total:		**$1,363.74**
Vendor: 00137 - BRUNGARDT HONOMICHL & COMPANY, PA					
37325	CONSULTING FEES -SPRING HILL APTS- PRELM DEV PLANS	100-500-7160			$262.50
			Vendor 00137 - BRUNGARDT HONOMICHL & COMPANY, PA Total:		**$262.50**
Vendor: 00222 - CINTAS CORPORATION					
5023991858	FIRST AID SUPPLIES	100-620-6110			$19.96
5023991858	FIRST AID SUPPLIES	100-640-6110			$19.96
5023991858	FIRST AID SUPPLIES	510-660-6110			$44.80
5023991858	FIRST AID SUPPLIES	520-670-6110			$44.79
			Vendor 00222 - CINTAS CORPORATION Total:		**$129.51**
Vendor: 00245 - COLEMAN EQUIPMENT INC.					
433424	UNIT #207 EQUIPMENT MAINTENANCE	100-640-6750			$168.07
			Vendor 00245 - COLEMAN EQUIPMENT INC. Total:		**$168.07**
Vendor: 00246 - COLLECTION BUREAU OF KANSAS					
7130	COLLECTION FEES - JUL 2020	510-660-7785			$137.12
7130	COLLECTION FEES - JUL 2020	520-670-7785			$137.11
			Vendor 00246 - COLLECTION BUREAU OF KANSAS Total:		**$274.23**
Vendor: 00239 - CONSTRUCTION MATERIALS, INC					
6305	WOOD FORMS FOR CONCRETE WORK	205-640-6630			$54.91
6550	FORM MATERIALS FOR CONCRETE GRILL PADS - VET PARK	300-000-8000			$31.95
			Vendor 00239 - CONSTRUCTION MATERIALS, INC Total:		**$86.86**
Vendor: 01566 - CYTEK MEDIA SYSTEMS, INC					
185891	LIVE STREAMING PUBLIC MEETINGS - EQUIPMENT & INSTALL	320-000-7190			$8,165.00
185891	LIVE STREAMING PUBLIC MEETINGS - EQUIPMENT & INSTALL	320-000-8110			$11,808.00
			Vendor 01566 - CYTEK MEDIA SYSTEMS, INC Total:		**$19,973.00**
Vendor: 00325 - DELL FINANCIAL SERVICES LLC					
80508117	LEASE PAYMENTS - 6695052-010 - 09/01/20-02/28/21	100-110-8300			$1,061.17
80542419	LEASE PAYMENTS - 6695052-006 - SEP 2020	100-100-8300			$40.66
80542419	LEASE PAYMENTS - 6695052-006 - SEP 2020	100-200-8300			$2.14
			Vendor 00325 - DELL FINANCIAL SERVICES LLC Total:		**$1,103.97**
Vendor: 00326 - DELL MARKETING, L.P.					
10403899067	LIVE STREAMING PUBLIC MEETINGS - EQUIPMENT	320-000-8110			$235.78
			Vendor 00326 - DELL MARKETING, L.P. Total:		**$235.78**
Vendor: 00358 - E EDWARDS, INC					
8032062942	UNIFORM BOOTS	100-640-5400			$137.71
			Vendor 00358 - E EDWARDS, INC Total:		**$137.71**
Vendor: 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)					
INV0002104	ELECTRIC - STREET LIGHTS - 06/26-07/28/2020	100-640-7626	DFT0001894	08/12/2020	$4,247.73
			Vendor 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:		**$4,247.73**
Vendor: 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)					
INV0002105	ELECTRIC - GROUP BILL - 06/26-07/28/2020	100-620-7626	DFT0001895	08/12/2020	$71.45
INV0002105	ELECTRIC - GROUP BILL - 06/26-07/28/2020	100-640-7626	DFT0001895	08/12/2020	$753.34
INV0002105	ELECTRIC - GROUP BILL - 06/26-07/28/2020	100-720-7626	DFT0001895	08/12/2020	$3,412.16
INV0002105	ELECTRIC - GROUP BILL - 06/26-07/28/2020	100-730-7626	DFT0001895	08/12/2020	$70.14
INV0002105	ELECTRIC - GROUP BILL - 06/26-07/28/2020	100-800-7626	DFT0001895	08/12/2020	$622.98
INV0002105	ELECTRIC - GROUP BILL - 06/26-07/28/2020	510-660-7626	DFT0001895	08/12/2020	$1,086.75
INV0002105	ELECTRIC - GROUP BILL - 06/26-07/28/2020	520-670-7626	DFT0001895	08/12/2020	$477.63
			Vendor 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:		**$6,494.45**
Vendor: 00675 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002082	ELECTRIC-23 16 08 16, WATER PUMP- 07/06-08/04/2020	100-640-7626	DFT0001903	08/12/2020	$50.69
			Vendor 00675 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:		**$50.69**

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 00677 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002080	ELECTRIC - 613 S RACE ST - 07/06-08/04/2020	100-710-7626	DFT0001901	08/12/2020	$392.01
		Vendor 00677 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$392.01**
Vendor: 00678 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002083	ELECTRIC - 20900 SYCAMORE DR - 07/07-08/05/2020	100-730-7626	DFT0001904	08/12/2020	$2,752.13
		Vendor 00678 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$2,752.13**
Vendor: 00679 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002075	ELECTRIC - WATER DP03 - 06/30-07/30/2020	520-670-7626	DFT0001896	08/12/2020	$356.88
		Vendor 00679 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$356.88**
Vendor: 00680 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002106	ELECTRIC - 22785 W 220TH - 07/07-08/05/2020	520-670-7626	DFT0001905	08/12/2020	$1,519.59
		Vendor 00680 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$1,519.59**
Vendor: 00681 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002078	ELECTRIC - 20700 W 223RD - 07/02-08/03/2020	510-660-7626	DFT0001899	08/12/2020	$22.89
		Vendor 00681 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$22.89**
Vendor: 00682 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002081	ELECTRIC - 22012 VICTORY RD - 07/02-08/03/2020	100-640-7626	DFT0001902	08/12/2020	$35.58
		Vendor 00682 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$35.58**
Vendor: 00684 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002076	ELECTRIC - 22711 WOODLAND W/W - 06/30-07/30/2020	520-670-7626	DFT0001897	08/12/2020	$7,105.10
		Vendor 00684 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$7,105.10**
Vendor: 00687 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002077	ELECTRIC - 22470 S FRANKLIN - 07/01-08/02/2020	100-620-7626	DFT0001898	08/12/2020	$147.84
		Vendor 00687 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$147.84**
Vendor: 00689 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0002079	ELECTRIC-797A S WEBSTER-XMAS LIGHTS-07/02-08/03/20	100-640-7626	DFT0001900	08/12/2020	$18.14
		Vendor 00689 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:			**$18.14**
Vendor: 00407 - FASTENAL COMPANY					
KSKA3140562	HAND EQUIPMENT & TOOLS	100-620-6660			$21.21
		Vendor 00407 - FASTENAL COMPANY Total:			**$21.21**
Vendor: 00439 - FREEDOM LAWN & LANDSCAPE, LLC					
09-4937b	NUISANCE ABATEMENT MOWING/TRIMMING	100-1240			$200.00
09-4943b	NUISANCE ABATEMENT MOWING/TRIMMING	100-1240			$400.00
		Vendor 00439 - FREEDOM LAWN & LANDSCAPE, LLC Total:			**$600.00**
Vendor: 00440 - FRY & ASSOCIATES INC					
31883	CHILD PROOF TRASH RECEPTACLES - VETERANS PARK	300-000-8126			$3,346.00
		Vendor 00440 - FRY & ASSOCIATES INC Total:			**$3,346.00**
Vendor: 01606 - GLOBAL PAYMENTS DIRECT, INC.					
10005055	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	100-110-7770	DFT0001911	08/04/2020	$61.95
10007401	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	100-110-7770	DFT0001914	08/04/2020	$67.55
20008922	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	510-660-7770	DFT0001912	08/04/2020	$332.28
20008922	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	520-670-7770	DFT0001912	08/04/2020	$332.29
30010866	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	100-110-7770	DFT0001910	08/04/2020	$631.82
30016645	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	100-110-7770	DFT0001915	08/04/2020	$348.95
40019720	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	510-660-7770	DFT0001913	08/04/2020	$1,119.19
40019720	ELECTRONIC PAYMENT PROCESSOR FEES - JUL 2020	520-670-7770	DFT0001913	08/04/2020	$1,119.19
		Vendor 01606 - GLOBAL PAYMENTS DIRECT, INC. Total:			**$4,013.22**
Vendor: 00487 - GRAINGER					
9607199776	EPOXY REPAIR KIT FOR SYCAMORE & ROOSEVELT	520-670-7590			$86.96
		Vendor 00487 - GRAINGER Total:			**$86.96**
Vendor: 01885 - HSA BANK					
INV0002086	HSA CONTRIBUTION PAYMENTS	100-2115	DFT0001877	08/14/2020	$534.58
		Vendor 01885 - HSA BANK Total:			**$534.58**
Vendor: 00566 - INDUSTRIAL SALES COMPANY INC					
1073941-000	MATERIALS FOR DRAINAGE IN THE VILLAGE SUB.	100-620-6640			$192.48
		Vendor 00566 - INDUSTRIAL SALES COMPANY INC Total:			**$192.48**
Vendor: 00575 - INTERNAL REVENUE SERVICE					
INV0002098	MEDICARE TAXES PAYABLE	100-2100	DFT0001888	08/14/2020	$2,805.78
INV0002098	MEDICARE TAXES PAYABLE	510-2100	DFT0001888	08/14/2020	$156.52
INV0002098	MEDICARE TAXES PAYABLE	520-2100	DFT0001888	08/14/2020	$143.24

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
INV0002099	SOCIAL SECURITY TAXES PAYABLE	100-2100	DFT0001889	08/14/2020	$11,997.22
INV0002099	SOCIAL SECURITY TAXES PAYABLE	510-2100	DFT0001889	08/14/2020	$669.28
INV0002099	SOCIAL SECURITY TAXES PAYABLE	520-2100	DFT0001889	08/14/2020	$612.48
INV0002100	FEDERAL WITHHOLDING TAX PAYABLE	100-2100	DFT0001890	08/14/2020	$8,510.87
INV0002100	FEDERAL WITHHOLDING TAX PAYABLE	510-2100	DFT0001890	08/14/2020	$251.67
INV0002100	FEDERAL WITHHOLDING TAX PAYABLE	520-2100	DFT0001890	08/14/2020	$276.05
			Vendor 00575 - INTERNAL REVENUE SERVICE Total:		**$25,423.11**
Vendor: 00611 - JCI INDUSTRIES, INC.					
8199048	REPAIR TO BRIDGE AT WWTP BASIN #2	520-670-6750			$1,339.50
8199252	REPAIR TO BRIDGE @ WWTP BASIN #2	520-670-6750			$2,205.00
			Vendor 00611 - JCI INDUSTRIES, INC. Total:		**$3,544.50**
Vendor: 01899 - JEFFREY W SELBY					
INV0002122	FINE OVERPAYMENT REFUND	100-000-4710			$30.75
			Vendor 01899 - JEFFREY W SELBY Total:		**$30.75**
Vendor: 01679 - JOSHUA C. REID					
0340	PLAQUES - LIFE SAVING AWARDS	100-800-6110			$100.00
			Vendor 01679 - JOSHUA C. REID Total:		**$100.00**
Vendor: 00702 - KANSAS ONE-CALL SYSTEM, INC					
0070456	UTILITY LOCATING REQUEST NOTIFICATIONS - JULY 2020	100-640-7190			$105.20
0070456	UTILITY LOCATING REQUEST NOTIFICATIONS - JULY 2020	510-660-7190			$105.20
0070456	UTILITY LOCATING REQUEST NOTIFICATIONS - JULY 2020	520-670-7190			$105.20
			Vendor 00702 - KANSAS ONE-CALL SYSTEM, INC Total:		**$315.60**
Vendor: 00706 - KANSAS PAYMENT CENTER					
INV0002096	INCOME WITHHOLDING ORDER	100-2130	82969	08/14/2020	$158.31
			Vendor 00706 - KANSAS PAYMENT CENTER Total:		**$158.31**
Vendor: 00764 - KPERS					
INV0002087	KP & F PENSION PAYABLE	100-2110	DFT0001878	08/14/2020	$9,597.70
INV0002088	KP & F OPTIONAL GROUP LIFE PAYABLE	100-2115	DFT0001879	08/14/2020	$78.20
INV0002089	KPERS TIER 1 PAYROLL	100-2110	DFT0001880	08/14/2020	$3,827.53
INV0002089	KPERS TIER 1 PAYROLL	510-2110	DFT0001880	08/14/2020	$285.00
INV0002090	KPERS TIER 2 PAYROLL	100-2110	DFT0001881	08/14/2020	$1,966.26
INV0002090	KPERS TIER 2 PAYROLL	510-2110	DFT0001881	08/14/2020	$397.94
INV0002090	KPERS TIER 2 PAYROLL	520-2110	DFT0001881	08/14/2020	$187.89
INV0002091	KPERS TIER 3 PAYROLL	100-2110	DFT0001882	08/14/2020	$3,465.36
INV0002091	KPERS TIER 3 PAYROLL	510-2110	DFT0001882	08/14/2020	$203.45
INV0002091	KPERS TIER 3 PAYROLL	520-2110	DFT0001882	08/14/2020	$597.47
INV0002092	KPERS 457 PLAN PAYABLE	100-2115	DFT0001883	08/14/2020	$501.88
INV0002093	KPERS 457 PLAN PAYABLE	100-2115	DFT0001884	08/14/2020	$1,665.00
INV0002093	KPERS 457 PLAN PAYABLE	510-2115	DFT0001884	08/14/2020	$60.00
INV0002093	KPERS 457 PLAN PAYABLE	520-2115	DFT0001884	08/14/2020	$30.00
INV0002094	KPERS D & D PAYABLE	100-2110	DFT0001885	08/14/2020	$633.74
INV0002094	KPERS D & D PAYABLE	510-2110	DFT0001885	08/14/2020	$60.68
INV0002094	KPERS D & D PAYABLE	520-2110	DFT0001885	08/14/2020	$53.75
INV0002095	KPERS OGLI MONTHLY PREMIUM PAYABLE	100-2115	DFT0001886	08/14/2020	$309.31
INV0002095	KPERS OGLI MONTHLY PREMIUM PAYABLE	510-2115	DFT0001886	08/14/2020	$69.50
INV0002095	KPERS OGLI MONTHLY PREMIUM PAYABLE	520-2115	DFT0001886	08/14/2020	$41.95
			Vendor 00764 - KPERS Total:		**$24,032.61**
Vendor: 01900 - KRISTA GRIER					
3896	CIVIC CENTER DEPOSIT REFUND	100-2200			$100.00
			Vendor 01900 - KRISTA GRIER Total:		**$100.00**
Vendor: 00802 - LAMP RYNEARSON INC					
0320005.01-0000006	199TH & RIDGEVIEW PROJECT MGMT	100-110-7150			$1,932.60
0320005.01-0000006	GENERAL SERVICES	100-110-7150			$789.20
0320005.01-0000006	SMALL CELL TOWER STANDARDS	100-110-7150			$444.00
0320005.01-0000006	2021-2025 CARS PLAN	100-110-7150			$111.00
0320005.01-0000006	BOULDER SPRINGS	100-500-7150			$288.60
0320005.01-0000006	OAKWOODS	100-500-7150			$21.00
0320005.01-0000006	ESTATES OF WOLF CREEK	100-500-7150			$10.50
0320005.01-0000006	BEAR CREEK II FINAL PLAT	100-500-7150			$342.40
0320005.01-0000006	WOODLAND RIDGE VIII	100-500-7150			$243.00
0320005.01-0000006	SPRING HILL APARTMENTS	100-500-7150			$817.00
0320005.01-0000006	FOXWOOD RANCH	100-500-7150			$549.00
0320005.01-0000006	SPRING HILL APARTMENTS	520-670-7150			$55.50

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0320005.01-0000006	AGC SEWER	520-670-7150			$297.80
0320005.01-0000006	WOODLAND RIDGE VIII	520-670-7150			$417.90
0320005.02-0000006	DAYTON CREEK SBD4 CONSTRUCTION ADMIN & OBSERVATION	408-000-7150			$10,040.00
0320005.04-0000003	WWTP AERATION & CLARIFICATION	520-670-7150			$1,613.60
			Vendor 00802 - LAMP RYNEARSON INC Total:		**$17,973.10**
Vendor: 00817 - LEAGUE OF KS MUNICIPALITIES					
20-1671	KOMA KORA TRAINING - CITY ATTORNEY	100-100-5310			$75.00
			Vendor 00817 - LEAGUE OF KS MUNICIPALITIES Total:		**$75.00**
Vendor: 00850 - LOWE LAW FIRM, LLP					
20200608A	LEGAL - RETAINER - JUL 2020	100-110-7170			$1,500.00
20200608A	LEGAL - RETAINER - JUL 2020	510-660-7170			$750.00
20200608A	LEGAL - RETAINER - JUL 2020	520-670-7170			$750.00
20200608B	LEGAL - CEMETERY BOARD	220-000-7170			$450.00
20200608B	LEGAL - CEMETERY BOARD	220-1200			$675.00
20200608C	LEGAL - REVIEW DAYTON CREEK SBD 2 FUNDS	100-110-7170			$135.00
20200608D	LEGAL - PERSONNEL	100-110-7170			$1,575.00
20200608E	LEGAL - STAFF CONFERENCES	100-110-7170			$112.50
20200608E	LEGAL - STAFF CONFERENCES	510-660-7170			$56.25
20200608E	LEGAL - STAFF CONFERENCES	520-670-7170			$56.25
20200608F	LEGAL - GOLF CORPORATION DISSOLUTION	100-110-7170			$202.50
20200608G	LEGAL - BROOKWOOD FARMS DRAINAGE	100-110-7170			$45.00
20200608H	LEGAL - CLAIM REVIEW	100-110-7170			$22.50
20200608I	LEGAL - IMPROVEMENT AGREEMENT - BOULDER SPRINGS	100-500-7170			$247.50
20200608J	LEGAL - CLAIM REVIEW	100-110-7170			$180.00
20200608K	LEGAL - REVIEW CONTRACT - AUDITOR	100-110-7170			$360.60
20200608L	LEGAL - JUSTICE CENTER REFERENDUM	100-110-7170			$517.50
20200608M	LEGAL - KORA REQUEST - CITIZENS LENS	100-110-7170			$1,215.00
			Vendor 00850 - LOWE LAW FIRM, LLP Total:		**$8,850.60**
Vendor: 01898 - MATT SUDDUTH					
3885	COMMUNITY CENTER DEPOSIT REFUND	100-2200			$200.00
			Vendor 01898 - MATT SUDDUTH Total:		**$200.00**
Vendor: 00884 - MCCLURE ENGINEERING COMPANY					
130029	DAYTON CREEK SBD 4 DESIGN - JUL 2020	408-000-7150			$7,629.82
			Vendor 00884 - MCCLURE ENGINEERING COMPANY Total:		**$7,629.82**
Vendor: 00900 - MIAMI CO. CLERK OF DIST. COURT					
INV0002126	STATUTORY BOND FILING	100-110-7130	82970	08/20/2020	$36.00
			Vendor 00900 - MIAMI CO. CLERK OF DIST. COURT Total:		**$36.00**
Vendor: 00916 - MICHAEL W BAUM					
201520	UNIFORM ITEMS	100-640-5400			$45.99
201520	UNIFORM ITEMS	100-640-6670			$25.98
			Vendor 00916 - MICHAEL W BAUM Total:		**$71.97**
Vendor: 00930 - MID-STATES MATERIALS, LLC					
95689	GRAVEL	205-640-6630			$932.03
			Vendor 00930 - MID-STATES MATERIALS, LLC Total:		**$932.03**
Vendor: 00970 - MOWER DOCTOR					
53828	WASHER FOR DEWEEZE EQUIPMENT	100-620-6750			$2.65
			Vendor 00970 - MOWER DOCTOR Total:		**$2.65**
Vendor: 00979 - NAPA SPRING HILL, LLC					
369446	UNIT #204 VEHICLE MAINTENANCE	100-640-6720			$8.49
370276	UNIT #233 VEHICLE MAINTENANCE	100-640-6720			$25.78
370377	VEHICLE MAINTENANCE - UNIT # 208 BRAKES	100-640-6720			$100.48
			Vendor 00979 - NAPA SPRING HILL, LLC Total:		**$134.75**
Vendor: 00988 - NATIONAL SIGN COMPANY INC.					
IN-194081	HARDWARE FOR STREET SIGNS	100-640-6600			$11.90
IN-194229	SIGNS FOR BOULDER SPRINGS	100-640-6600			$753.94
			Vendor 00988 - NATIONAL SIGN COMPANY INC. Total:		**$765.84**
Vendor: 00990 - NAVRAT'S INC					
0172507-001	IMPRINTED WINDOW ENVELOPES FOR UTILITY BILLS	510-660-6110			$261.58
0172507-001	IMPRINTED WINDOW ENVELOPES FOR UTILITY BILLS	520-670-6110			$261.57
			Vendor 00990 - NAVRAT'S INC Total:		**$523.15**

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Vendor: 01008 - NPG NEWSPAPERS, INC					
6651735	PUBLICATIONS - ORD 2020-08 SHMC ZONING REGS	100-110-7130			$63.88
6652312	PUBLICATIONS - REZONING HRG RUR TO C-2	100-110-7130			$146.68
6652674	PUBLICATIONS - BID NOTICE WWTP AERATION EQUIP	100-110-7130			$228.09
6653109	PUBLICATIONS - 2021 BUDGET HRG NOTICE	100-110-7130			$131.79
6653162	PUBLICATIONS - ORD 2020-09 SHMC CH 8 PAWNBROKER	100-110-7130			$46.40
6654523	PUBLICATIONS-ORD 2020-10 EXPEND USE LOC LIQR FUNDS	100-110-7130			$53.76
6654529	PUBLICATIONS - ORD 2020-11 UPOC DISCHARGE FIREARMS	100-110-7130			$46.40
			Vendor 01008 - NPG NEWSPAPERS, INC Total:		**$717.00**
Vendor: 01700 - NSITE CORPORATION					
POSR3492	HAND TROWEL	100-620-6660			$8.98
POSR6287	2 GAL PUMP SPRAYER	100-620-6645			$27.72
POSR7105	SPRAYER & CHEMICALS FOR CURB LINE	205-640-6630			$57.32
POSR7190	CHEMICALS FOR WASP CONTROL AT LIFT STATIONS	520-670-6500			$14.39
POSR7386	PLANTS FOR CITY HALL PLANTERS	100-620-6646			$44.82
POSR7395	CHAIN CLASP FOR TRAILER	100-620-6750			$1.79
			Vendor 01700 - NSITE CORPORATION Total:		**$155.02**
Vendor: 01013 - OFFICE DEPOT, INC					
106394851001	ADMIN / OPERATING SUPPLIES - CH/CIVIC CTR	100-110-6110			$39.65
106394851001	ADMIN / OPERATING SUPPLIES - CH/CIVIC CTR	100-720-6110			$55.13
112825790001	ADMIN / OPERATING SUPPLIES - CH / FINANCE	100-110-6110			$220.48
112825790001	ADMIN / OPERATING SUPPLIES - CH / FINANCE	100-200-6110			$68.86
			Vendor 01013 - OFFICE DEPOT, INC Total:		**$384.12**
Vendor: 01035 - OLATHE WINWATER COMPANY					
150892 04	METER LID	510-660-6620			$40.00
			Vendor 01035 - OLATHE WINWATER COMPANY Total:		**$40.00**
Vendor: 01403 - PATTI BANKS ASSOCIATES					
P17059.3-17	ENGINEERING SERVICES - VETERAN'S PARK - JUL 2020	300-000-7150			$840.00
			Vendor 01403 - PATTI BANKS ASSOCIATES Total:		**$840.00**
Vendor: 01068 - PETTY CASH					
INV0002113	PETTY CASH - CH	100-000-4711			$0.22
INV0002113	PETTY CASH - CH	100-800-5310			$47.97
			Vendor 01068 - PETTY CASH Total:		**$48.19**
Vendor: 00005 - PRAXAIR DISTRIBUTION INC					
98151032	CYLINDER RENTAL	100-640-7230			$85.88
			Vendor 00005 - PRAXAIR DISTRIBUTION INC Total:		**$85.88**
Vendor: 01102 - PV INVESTMENTS, LLC					
INV0002121	REFUND OVERAGE PAID FOR FEASIBILITY STUDY	408-000-6090			$528.42
			Vendor 01102 - PV INVESTMENTS, LLC Total:		**$528.42**
Vendor: 01886 - REDISHRED KANSAS INC					
100265440	SHRED BIN RENTAL AND DISPOSAL	100-110-7190			$20.00
100265440	SHRED BIN RENTAL AND DISPOSAL	100-800-7190			$40.00
100265440	SHRED BIN RENTAL AND DISPOSAL	510-660-7190			$10.00
100265440	SHRED BIN RENTAL AND DISPOSAL	520-670-7190			$10.00
			Vendor 01886 - REDISHRED KANSAS INC Total:		**$80.00**
Vendor: 01131 - REILLY INSURANCE LLC					
319575	PUBLIC OFFICIAL BOND RENEWAL	100-310-7900			$350.00
			Vendor 01131 - REILLY INSURANCE LLC Total:		**$350.00**
Vendor: 01132 - REINDERS, INC					
5054533-00	ALGAECIDE FOR PONDS	100-620-6645			$511.66
			Vendor 01132 - REINDERS, INC Total:		**$511.66**
Vendor: 00119 - RODNEY BREEZE					
3083	REPAIR VALVE AT GROUND STORAGE	510-660-6750			$877.55
3100	REPAIR CHECK VALVE AT GROUND STORAGE	510-660-6750			$264.80
			Vendor 00119 - RODNEY BREEZE Total:		**$1,142.35**
Vendor: 01196 - SHAWNEE MISSION FORD					
25374	2020 FORD F150 - PD	401-000-8130			$32,300.00
			Vendor 01196 - SHAWNEE MISSION FORD Total:		**$32,300.00**
Vendor: 01239 - SPRING HILL OIL (CD/CH)					
333	FUEL - CD/CH	100-100-6710			$32.74
333	FUEL - CD/CH	100-100-6710			$28.45

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
333	FUEL - CD/CH	100-500-6710			$46.81
333	FUEL - CD/CH	100-500-6710			$86.64
333	FUEL - CD/CH	100-500-6710			$66.13
			Vendor 01239 - SPRING HILL OIL (CD/CH) Total:		**$260.77**
Vendor: 01240 - SPRING HILL OIL (PD)					
330	FUEL - PD	100-800-6710			$2,315.83
			Vendor 01240 - SPRING HILL OIL (PD) Total:		**$2,315.83**
Vendor: 01241 - SPRING HILL OIL (PW)					
331	FUEL - PW	100-610-6710			$89.59
331	FUEL - PW	100-620-6710			$1,038.84
331	FUEL - PW	100-640-6710			$1,392.03
331	FUEL - PW	510-660-6710			$404.93
331	FUEL - PW	520-670-6710			$313.60
			Vendor 01241 - SPRING HILL OIL (PW) Total:		**$3,238.99**
Vendor: 01108 - STAPLES, INC					
7516937	ADMIN / OPERATING SUPPLIES - PD	100-800-6110			$29.68
9446776	ADMIN / OPERATING SUPPLIES - PD	100-800-6110			$60.57
			Vendor 01108 - STAPLES, INC Total:		**$90.25**
Vendor: 01279 - SUDDENLINK					
100352202	COMMUNICATION - CIRCUIT/FIBER - 07/28-08/27/2020	100-110-7622	DFT0001875	08/11/2020	$344.25
100352202	COMMUNICATION - CIRCUIT/FIBER - 07/28-08/27/2020	100-610-7622	DFT0001875	08/11/2020	$721.30
100352202	COMMUNICATION - CIRCUIT/FIBER - 07/28-08/27/2020	100-620-7622	DFT0001875	08/11/2020	$321.30
100352202	COMMUNICATION - CIRCUIT/FIBER - 07/28-08/27/2020	100-730-7622	DFT0001875	08/11/2020	$321.30
100352202	COMMUNICATION - CIRCUIT/FIBER - 07/28-08/27/2020	100-800-7622	DFT0001875	08/11/2020	$721.30
100352202	COMMUNICATION - CIRCUIT/FIBER - 07/28-08/27/2020	510-660-7622	DFT0001875	08/11/2020	$544.25
100352202	COMMUNICATION - CIRCUIT/FIBER - 07/28-08/27/2020	520-670-7622	DFT0001875	08/11/2020	$521.30
			Vendor 01279 - SUDDENLINK Total:		**$3,495.00**
Vendor: 01698 - SUDDENLINK					
INV0002084	COMMUNICATION - MONTHLY - 07/28-08/27/2020	100-110-7622	DFT0001872	08/06/2020	$18.74
INV0002084	COMMUNICATION - MONTHLY - 07/28-08/27/2020	100-610-7622	DFT0001872	08/06/2020	$17.49
INV0002084	COMMUNICATION - MONTHLY - 07/28-08/27/2020	100-620-7622	DFT0001872	08/06/2020	$167.49
INV0002084	COMMUNICATION - MONTHLY - 07/28-08/27/2020	100-730-7622	DFT0001872	08/06/2020	$244.39
INV0002084	COMMUNICATION - MONTHLY - 07/28-08/27/2020	100-800-7622	DFT0001872	08/06/2020	$17.49
INV0002084	COMMUNICATION - MONTHLY - 07/28-08/27/2020	510-660-7622	DFT0001872	08/06/2020	$18.74
INV0002084	COMMUNICATION - MONTHLY - 07/28-08/27/2020	520-670-7622	DFT0001872	08/06/2020	$17.49
			Vendor 01698 - SUDDENLINK Total:		**$501.83**
Vendor: 01705 - SUDDENLINK					
INV0002085	COMMUNICATION - PD LOBBY - 07/26-08/25/2020	100-800-7622	DFT0001873	08/06/2020	$43.85
			Vendor 01705 - SUDDENLINK Total:		**$43.85**
Vendor: 01717 - SUNFLOWER EQUIPMENT					
14890	PPE GLOVES	100-620-6670			$27.98
			Vendor 01717 - SUNFLOWER EQUIPMENT Total:		**$27.98**
Vendor: 01399 - VERIZON WIRELESS					
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-100-7622	DFT0001874	08/11/2020	$169.36
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-110-6165	DFT0001874	08/11/2020	$336.18
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-200-7622	DFT0001874	08/11/2020	$84.68
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-220-7622	DFT0001874	08/11/2020	$44.67
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-300-7622	DFT0001874	08/11/2020	$44.67
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-500-7622	DFT0001874	08/11/2020	$262.71
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-610-7622	DFT0001874	08/11/2020	$84.68
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-620-7622	DFT0001874	08/11/2020	$71.34
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-640-7622	DFT0001874	08/11/2020	$71.34
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-720-7622	DFT0001874	08/11/2020	$53.34
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-730-7622	DFT0001874	08/11/2020	$71.34
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	100-800-7622	DFT0001874	08/11/2020	$694.78
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	510-660-7622	DFT0001874	08/11/2020	$64.67
9859328135	COMMUNICATION - GROUP CELL - 07/24-08/23/2020	520-670-7622	DFT0001874	08/11/2020	$229.38
			Vendor 01399 - VERIZON WIRELESS Total:		**$2,283.14**
Vendor: 01409 - VISA					
INV0002115	MARC - ICMA DIGITAL CONFERENCE	100-200-5310	DFT0001917	08/10/2020	$99.00
			Vendor 01409 - VISA Total:		**$99.00**

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01415 - VISA					
INV0002123	HOME DEPOT - WATER FOR PW	100-610-6110	DFT0001923	08/10/2020	$6.99
INV0002123	HOME DEPOT - FURNACE FILTERS - PW	100-610-6730	DFT0001923	08/10/2020	$2.50
INV0002123	HOME DEPOT - VETERANS PARK DOORSTOPS	100-620-6640	DFT0001923	08/10/2020	$9.96
INV0002123	HOME DEPOT - LAUNDRY DETERGENT - PW / CIV CTR	100-720-6160	DFT0001923	08/10/2020	$15.97
INV0002123	HARBOR FREIGHT - 2 WHEEL DOLLY REPAIR - CIV CTR	100-720-6660	DFT0001923	08/10/2020	$13.98
INV0002123	C.E.S. - 3 WAY LIGHT SWITCHES - CIV CTR	100-720-6730	DFT0001923	08/10/2020	$48.50
INV0002123	C.E.S.- EXTRA SINGLE POLE LIGHT SWITCHES - CIV CTR	100-720-6730	DFT0001923	08/10/2020	$33.70
INV0002123	HOME DEPOT - WATER FOR PD	100-800-6110	DFT0001923	08/10/2020	$27.96
				Vendor 01415 - VISA Total:	**$159.56**
Vendor: 01429 - VISA					
INV0002124	AMAZON - PWR ADPTR-AUD RECORDER-BOARD MTGS-COVID19	100-110-6165	DFT0001924	08/10/2020	$25.94
INV0002124	ZOOM - ZOOM VIDEO COMMUNICATIONS - COVID19	100-110-6165	DFT0001924	08/10/2020	$54.99
				Vendor 01429 - VISA Total:	**$80.93**
Vendor: 01437 - VISA					
INV0002120	DOLLAR GENERAL - NEW TEACHER EVENT DOOR PRIZE	100-100-6020	DFT0001922	08/10/2020	$9.25
INV0002120	FACEBOOK - CENSUS 2020 ADVERTISING GRANT	100-100-7110	DFT0001922	08/10/2020	$14.47
INV0002120	PRICE CHOPPER - VETERANS PARK GRAND OPENING WATER	100-110-6020	DFT0001922	08/10/2020	$17.35
INV0002120	PRICE CHOPPER - VETERANS PARK GRAND OPENING ICE	100-110-6020	DFT0001922	08/10/2020	$7.98
				Vendor 01437 - VISA Total:	**$49.05**
Vendor: 01444 - VISA					
INV0002114	AMAZON - 500PK OF 3 PLY DISPOSABLE MASKS - COVID19	100-110-6165	DFT0001916	08/10/2020	$179.99
INV0002114	AMAZON - 4 GAL - HAND SANITIZER - COVID19	100-110-6165	DFT0001916	08/10/2020	$149.95
INV0002114	KC STAR - MONTHLY DIGITAL SUBSCRIPTION	100-110-7700	DFT0001916	08/10/2020	$3.99
INV0002114	JOHNSON COUNTY - DMV REGISTRATION - JEEP - CD	100-500-8130	DFT0001916	08/10/2020	$34.70
INV0002114	JOHNSON COUNTY - DMV REGISTRATION - TRAILER - PW	100-620-8130	DFT0001916	08/10/2020	$44.69
INV0002114	JOHNSON COUNTY - DMV REGISTRATION - DUMP TRUCK -PW	100-640-8130	DFT0001916	08/10/2020	$34.69
INV0002114	JOHNSON COUNTY - DMV REGISTRATION - EXPLORER - PD	100-800-8130	DFT0001916	08/10/2020	$34.69
				Vendor 01444 - VISA Total:	**$482.70**
Vendor: 01678 - VISA					
INV0002117	OLATHE FORD - OIL/FILTER CHANGE,TIRE ROTATION,INSPECTION	100-800-6720	DFT0001919	08/10/2020	$56.03
				Vendor 01678 - VISA Total:	**$56.03**
Vendor: 01688 - VISA					
INV0002125	KC FACE&BODY ART-FACE PAINTING @ 2019 HOMETOWN HOL	100-110-7420	DFT0001925	08/10/2020	$320.00
INV0002125	KS.GOV-SEC OF STATE - GOLF CORP ANNUAL REPORT 2019	100-110-7700	DFT0001925	08/10/2020	$40.00
INV0002125	PRICE CHOPPER - GRAND OPENING PLANT-REIGN DANCE STUDIO	100-120-7110	DFT0001925	08/10/2020	$24.99
INV0002125	AMAZON - H&W : HEALTHY SNACKS REIMBURSED BY MRP	100-2235	DFT0001925	08/10/2020	$61.65
INV0002125	AMAZON - H&W : HEALTHY SNACKS REIMBURSED BY MRP	100-2235	DFT0001925	08/10/2020	$39.00
INV0002125	CAMELBAK - H&W : WTR BOTTLES FOR EMPLOYEES REIMB BY MRP	100-2235	DFT0001925	08/10/2020	$1,085.25
INV0002125	AMAZON - H&W : HEALTHY SNACKS REIMBURSED BY MRP	100-2235	DFT0001925	08/10/2020	$293.64
				Vendor 01688 - VISA Total:	**$1,864.53**
Vendor: 01739 - VISA					
INV0002103	HOME DEPOT - HAND SANITIZER-VET PARK RESTROOMS - COVID19	100-110-6165	DFT0001893	08/10/2020	$17.94
INV0002103	WALMART - SOAP & PAPER TOWELS VET PARK RESTROOMS	100-620-6160	DFT0001893	08/10/2020	$49.86
INV0002103	BULGER TRUE VALUE - 8" WIRE STRIPPERS	100-620-6660	DFT0001893	08/10/2020	$19.99
INV0002103	HOME DEPOT - CONCRETE DRILL BITS & SCREWS-HEX/FLAT	100-620-6660	DFT0001893	08/10/2020	$89.87
INV0002103	WALMART - SAFETY GLASSES	100-620-6670	DFT0001893	08/10/2020	$14.97
INV0002103	BULGER TRUE VALUE - SPRINKLER TIMER & HYDRANT PAINT	300-000-8000	DFT0001893	08/10/2020	$153.05
INV0002103	AMAZON - SALES TAX REFUND ON GRILLS FOR VETERANS PARK	300-000-8126	DFT0001893	08/10/2020	-$85.26
INV0002103	HOME DEPOT - MOTION LIGHTS - VETERANS PARK RESTROOMS	300-000-8126	DFT0001893	08/10/2020	$182.87
				Vendor 01739 - VISA Total:	**$443.29**
Vendor: 01750 - VISA					
INV0002110	ICC - RESIDENTIAL PLUMBING INSPECTION EXAM	100-500-5310	DFT0001907	08/10/2020	$219.00
				Vendor 01750 - VISA Total:	**$219.00**
Vendor: 01754 - VISA					
INV0002119	AMAZON - NECK GAITERS - 15 PD & 15 PW - COVID19	100-110-6165	DFT0001921	08/10/2020	$327.00
				Vendor 01754 - VISA Total:	**$327.00**
Vendor: 01755 - VISA					
INV0002116	DARLA'S FLOWERS - MEMORIAL FLOWERS	100-120-6040			$60.00
INV0002116	DOLLAR GENERAL - PAPER TOWELS FOR STATION -PD	100-800-6110			$6.00
INV0002116	NAPA - WASHER FLUID FOR PATROL CARS	100-800-6720			$26.04
				Vendor 01755 - VISA Total:	**$92.04**

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01782 - VISA					
INV0002118	BLUE TO GOLD - 4TH AMENDMENT SEARCH & SEIZURE TRNG	100-800-5310	DFT0001920	08/10/2020	$29.00
INV0002118	KU CONT ED - ONLINE LEADERSHIP TRAINING	100-800-5310	DFT0001920	08/10/2020	$35.00
INV0002118	VANGUARD - AWARD RIBBONS, BAR HOLDER, SILVER STARS	100-800-5400	DFT0001920	08/10/2020	$71.70
INV0002118	WALMART - HAND SOAP - PD	100-800-6110	DFT0001920	08/10/2020	$11.82
INV0002118	AMAZON - CARDBOARD TARGET BACKING - RANGE/TASER	100-800-6220	DFT0001920	08/10/2020	$68.87
INV0002118	AXON - MULTI USE TASER TARGET	100-800-6220	DFT0001920	08/10/2020	$150.00
INV0002118	AMAZON - WINDSHIELD WSHR CONNECTOR FOR PATROL CARS	100-800-6720	DFT0001920	08/10/2020	$7.98
INV0002118	AMAZON - WINDSHIELD WASHER NOZZLE FOR PATROL CAR	100-800-6720	DFT0001920	08/10/2020	$13.29
INV0002118	AMAZON - WEBCAM WITH MICROPHONE	100-800-8110	DFT0001920	08/10/2020	$41.99
				Vendor 01782 - VISA Total:	**$429.65**
Vendor: 01847 - VISA					
INV0002109	USPS - OVERNIGHT POSTAGE - FINANCE/PAYROLL	100-110-6140	DFT0001908	08/10/2020	$26.35
INV0002109	54TH STREET GRILL - CODE VIOLATION LUNCH MTG	100-500-6020	DFT0001908	08/10/2020	$46.76
				Vendor 01847 - VISA Total:	**$73.11**
Vendor: 01849 - VISA					
INV0002111	HOME DEPOT - SHOP SUPPLIES	100-620-6110	DFT0001909	08/10/2020	$203.96
INV0002111	DOLLAR GENERAL - HOLE PUNCH	100-620-6110	DFT0001909	08/10/2020	$1.00
INV0002111	HOME DEPOT - WEEDING TOOL AND STAKE FLAGS	100-620-6660	DFT0001909	08/10/2020	$37.96
INV0002111	HOME DEPOT - SUPPLIES FOR SHOP EQUIPMENT	100-620-6750	DFT0001909	08/10/2020	$21.83
INV0002111	DAN'S TRAILER - TRUCK SERVICE - REPAIR DEWEEZE MOWER	100-620-6750	DFT0001909	08/10/2020	$652.01
				Vendor 01849 - VISA Total:	**$916.76**
Vendor: 01857 - VISA					
INV0002101	USPS - POSTAGE FOR BACT WATER SAMPLES TO KDHE	510-660-6140	DFT0001891	08/10/2020	$18.30
INV0002101	USPS - POSTAGE FOR BACT WATER SAMPLES TO KDHE	510-660-6140	DFT0001891	08/10/2020	$26.75
INV0002101	USPS - POSTAGE FOR BACT WATER SAMPLES TO KDHE	510-660-6140	DFT0001891	08/10/2020	$27.15
INV0002101	HOME DEPOT - REPLACEMENT SUMP PUMP	510-660-6750	DFT0001891	08/10/2020	$162.00
				Vendor 01857 - VISA Total:	**$234.20**
Vendor: 01860 - VISA					
INV0002102	HOME DEPOT - COLD PATCH FOR POT HOLES	205-640-6630	DFT0001892	08/10/2020	$137.50
INV0002102	HOME DEPOT - COLD PATCH FOR POT HOLES	205-640-6630	DFT0001892	08/10/2020	$151.25
INV0002102	HOME DEPOT - COLD PATCH FOR POT HOLES	205-640-6630	DFT0001892	08/10/2020	$165.00
INV0002102	HOME DEPOT - COLD PATCH FOR POT HOLES	205-640-6630	DFT0001892	08/10/2020	$178.75
				Vendor 01860 - VISA Total:	**$632.50**
Vendor: 01816 - WESTON A PRICE FOUNDATION KC CHAPTER					
3809	CIVIC CENTER DEPOSIT REFUND	100-2200			$100.00
				Vendor 01816 - WESTON A PRICE FOUNDATION KC CHAPTER Total:	**$100.00**
Vendor: 01505 - WITHHOLDING TAX					
INV0002097	KANSAS WITHHOLDING TAX PAYABLE	100-2100	DFT0001887	08/14/2020	$3,964.88
INV0002097	KANSAS WITHHOLDING TAX PAYABLE	510-2100	DFT0001887	08/14/2020	$145.30
INV0002097	KANSAS WITHHOLDING TAX PAYABLE	520-2100	DFT0001887	08/14/2020	$165.10
				Vendor 01505 - WITHHOLDING TAX Total:	**$4,275.28**
				Grand Total:	**$206,574.81**

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: AUGUST 13, 2020
DATE: AUGUST 6, 2020

Consent Agenda: Approve purchase of Influent Pump at Wastewater Plant.

Issue: Replacement of Influent Pump #3 at Wastewater Plant

Background: Influent pump #3 (of 5) at the Wastewater Plant is out of service and after inspection and analysis, deemed to be unrepairable. The pump is original to the plant and has been in operation for approximately 20 years, well past its expected life. The pump was repaired approximately 5 years ago, successfully extending its life at the plant.

Analysis: Per Section 2.02.B.1 of the Spring Hill purchasing policy, staff has requested quotes for the influent pump. Quotes were received as follows:

- Letts, Van Kirk — WILO model FA20.97Z — $22,810.00
- Letts, Van Kirk — Flowserve model 8MSX11A — $18,927.00
- Douglas Pump — ABS Model XFP206J-CB2-8" — $31,487.00
- JCI Industries — FLYGT model 3202 — $32,910.00

Staff has conducted extensive research on the various pump assemblies quoted above. This research has shown the FLYGT pump, while the most expensive, will prove to be the best use of funds. This is due to the following:

- Life expectancy 20+ years
- 5-year warranty
- Impeller made of high chrome rather than cast iron
- Tungsten carbide mechanically affixed seals that are long lasting without trapping fibrous debris
- Open impeller design allows fibrous debris to pass through without clogging

In addition, Unified Government of KSK conducted a pilot program in 2014 comparing the FLYGT pump against other pumps. Per the attached study, the FLYGT pump assembly ran uninterrupted for three months without failure or clogging. Other pumps suffered clogging routinely, some requiring daily shutdown and cleaning by staff. Clearly indicating the FLYGT pump is designed for today's fibrous material that is present at wastewater plants.

While the initial cost of the FLYGT pump is more than others, it is staff opinion the life expectancy and reliability of lesser quality pumps will lead to increased costs associated with more frequent maintenance, repair, and replacement.

Alternatives: Approve, deny, or table the proposed purchase.

AGENDA ITEM REVIEW SHEET

Legal Review: N/A

Funding Review or Budgetary Impact: $$32,910.00

Recommendation: Staff recommends approval of the quote from JCI Industries for the replacement of Influent Pump #3 utilizing the FLYGT 3202 Submersible Pump in the amount of $32,910.00 including installation.

Attachments: Quotes:

- JCI Industries
- Letts, Van Kirk – WILO pump
- Letts, Van Kirk – Flowserve pump
- Douglas Pump

Unified Govt. KSK Pilot Study

JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Friday, August 14, 2020

Spring Hill KS, City of
PO Box 424
302 N. Jefferson Street
Springhill, KS 66083

Phone: 913-592-3317
Fax:

Attention: **David Carr**

Subject: Influent ABS Replacement Pump

Quotation #: 0740782798A_S
Please refer to this number when ordering

David Carr:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Andrew Schwark

Andrew Schwark
Application Engineer
JCI Industries, Inc.
816-347-7203

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607

JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Friday, August 14, 2020

Quote #: 0740782798A_S

Item	Description	Qty	Unit Price	Subtotal
1.00	**Flygt 3202 Submersible Pump** Existing ABS rail adapter will need to be bolted to the Flygt pump. This quoted motor is not explosion proof rated. The pump will also need the Flygt MiniCAS relay quoted below. • #0032021851607 • NP641-8 45/460/3 50' FLS FV - ANSI • 8" Discharge • Self-Cleaning Impeller • 45HP Motor, 460V, 1200 RPM • 3 Phase, 50' Power Cable • Drill Flange to fit existing ABS Guide Claw	1	$30,600.00	$30,600.00
2.00	**Flygt MniCAS Relay** • With # SR3P-05 Socket	1	$535.00	$520.00
3.00	**Field Service - Installation & Delivery** • Deliver New Flygt 3202 Pump • Two JCI Technicians • Install New Flygt 3202 Pump • Truck Charges	1	$1,790.00	$1,790.00

Terms & Conditions			
Lead Time	9 Weeks After Receiving Order	**Payment Terms**	Net 30
Shipping Method	Best Way	**Shipping Terms**	Prepaid and Added to Invoice
F.O.B.	Warehouse	This Quotation is valid for 30 days.	

JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.

4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable for of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.

Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

Letts, Van Kirk and Associates
Municipal Pumps and Equipment

5600 Inland Drive
Kansas City, KS
913-287-3900 Fax: 913-287-6641

Proposal Quote

Date	Quote #	LKP #
7/24/2020	111299	A-16597

Customer

CITY OF SPRINGHILL
P.O. BOX 424
SPRINGHILL, KS 66083

Terms and Conditions of this sale

Freight Charges – None included

Freight Liability – FOB point is per shipping origin

Expediting Fees -- Not Included

Proposal Term – 30 days

Equipment Warranty - Per the manufacturer's warranty

Terms	Quote Prepared By	Sales Person
1% 10, NET 30	JOE VAN KIRK	JV

Item	Description	Qty	Cost Each	Std. Delivery	Total
EMU FA20.97Z	WILO EMU FA20.97Z SUBMERSIBLE PUMP EMU FA20.97Z with Motor T30-6/28KEx Volute Options Material Combination: 135 Trim: 13.78 in Motor Voltage: 3/60/460V Motor: T30-6/28KEx Explosion Proof: Explosion Proof Cable Length: 12m Power Cable: 4x25 Control Cable: 2x1.5 Moisture Cable and Probe: 1x1.5 Installation Type Installation Type: Wet-Pit Guide Rails: None Intermediate Brackets (for wet wells >20' deep): None Lifting Device: None Relays: Seal leak + Bi-Metalic Thermal PMR1 Combo Relay	1	22,310.40	18 WEEKS	22,310.40T
FREIGHT CHARG...	FREIGHT CHARGES ********** CUSTOMER MUST PROVIDE ABS GUIDE RAIL BRACKET FROM EXISTING PUMP TO ATTACH TO THE NEW REPLACEMENT UNIT **********		500.00		500.00T

Sales Tax (0.0%)	$0.00
Total	[redacted]

Letts, Van Kirk and Associates
Municipal Pumps and Equipment

5600 Inland Drive
Kansas City, KS
913-287-3900 Fax: 913-287-6641

Proposal Quote

Date	Quote #	LKP #
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Expediting Fees -- Not Included

Proposal Term – 30 days

Equipment Warranty - Per the manufacturer's warranty

Terms	Quote Prepared By	Sales Person
1% 10, NET 30	JOE VAN KIRK	JV

Item	Description	Qty	Cost Each	Std. Delivery	Total
8MXS11A	FLOWSERVE MSX WET PIT SUBMERSIBLE 8MSX11A FPD - STD MSX Wet Pit Submersible - - - - - - - - - - - - - - SCOPE OF SUPPLY - - - - - - - - - - - - - Submersible Pump with Motor Wet Pit Pump - Rail Mountable Design Motor Size (40.0 hp 1800 RPM) Standard Motor Enclosure - No Approvals Sealed Terminal Board Three-Phase 460 volts 60 Hz NOTE: Motor will be manufactured to selected voltage. Frame 24 Sump Depth: 41 - 50 ft Standard Cable Configuration Qty 2 Cables (1 Power/Control + Power) 50 ft Power/Control Cable - - - - - - - - - - - MATERIAL MODIFICATIONS - - - - - - - - Pump Casing Material - Cast Iron Impeller Material - Cast Iron Casing Wear Ring - Cast Iron Impeller Wear Ring - CA15 Hardened SS Shaft Material - 400 Series SS Stator Housing Material - Cast Iron Cable Entry Grommet - Neoprene Lifting Bail Material - 304SS Pump Hardware Material - 316SS Pump O-ring - BUNA N	1	18,927.00	16 WEEKS	18,927.00T
				Sales Tax (0.0%)	
				Total	

DOUGLAS PUMP SERVICE &
C&B Equipment

4719 Merriam Drive
Overland Park, Kansas 66203
(913) 236-8222
Fax (913) 262-8992

PROPOSAL

PHONE	DATE
913-592-2996	8/4/2020
JOB NAME/LOCATION	Good for 45 days from this date.

To: Spring Hill KS
Attn: Dave

DPS Job # _____

JOB DESCRIPTION: Influent Pump

Thanks you for the opportunity to help with your pump needs. Your existing ABS pump is obsolete. The replacement is an ABS XFP206J-CB2 -8". I've included an adder for installing the new pump using your existing guide rail adapter.

supply new pump	$30,107.00
estimate 14 to 16 weeks ARO	plus fgt
adder for install	$1,380.00

THIS PROPOSAL IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

We Remember

PROPOSED COST: **see above**

NOTES: **taxes not included**
pricing good for 45 days

PROPOSED BY: *Mike Douglas*

Please sign and fax back your acceptance of the above listed pricing.

PO# _____ **Date:** _____

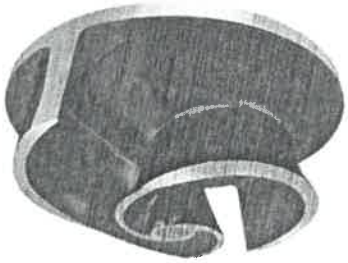
print name _____ **signature** _____

Unified Govt of KCKS Pilot at PS45

www.jciind.com

Introduction

In 2014 Unified Government of Kansas City Kansas ran a Pilot program comparing Brand "F" channel impeller, Brand "F" open vane impeller, and Flygt "N" impeller pumps. It was found that Flygt's "N" impeller pumps were more capable of handling fibrous material commonly found in waste water systems than were the other two pumps studied.



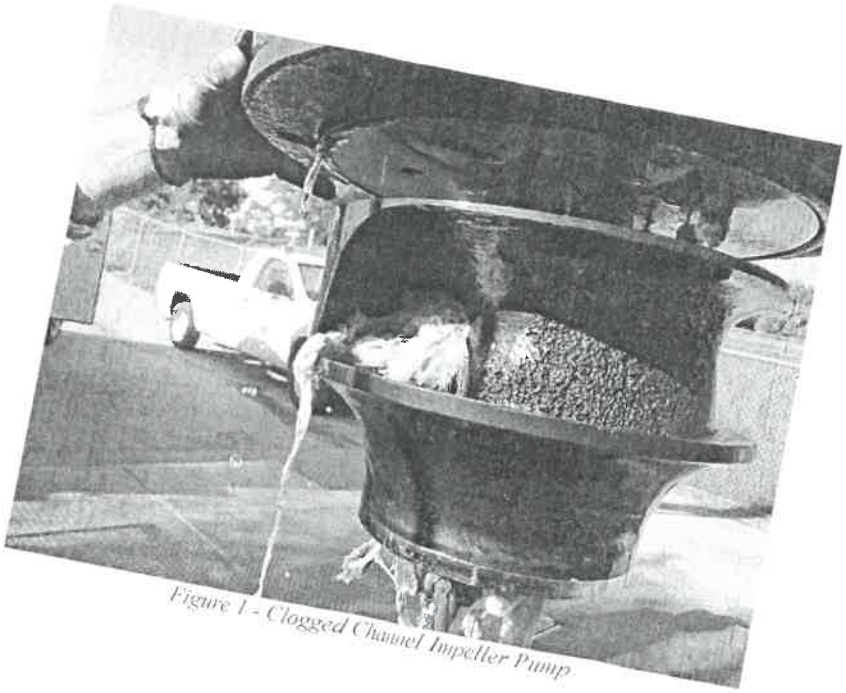


Figure 1 - Clogged Channel Impeller Pump

Study Highlights

- The channel impeller pump often clogged daily
- The brand "F" open vane pump clogged intermittently
- Pumps with Flygt's "N" impeller technology experienced 0 clogs over the 3 month trial period

Project Execution

Unified Government of Kansas City Kansas Pump Station No. 45 is currently a triplex station using 3 channel impeller pumps provided by Brand "F". Kansas City Kansas decided to investigate using newer

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Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

technology pumps to deal with daily clogging issues that were experienced at the station. The city conducted a 3 month trial comparing the channel impeller pump (Brand F) to Brand "F's" open vane pump and Flygt's "N" impeller pump. The pilot program was conducted over a 3 month period with one of each pump in the triplex installation.

During the 3 month period the installed channel impeller pump experienced clogs at a nearly daily basis. These clogs were exclusively due to accumulation of fibrous materials. The dual vanes on the channel impeller would attract fibrous material that would lead to a continuous build up onto the vanes. This would ultimately lead to a clog of the throughlet in which the pump would have to be stopped and pulled so the fibrous material could be removed. Pictured below in Figure 2 and Figure 3 are examples of the channel impeller clogs that frequently occurred at Pump Station 45.

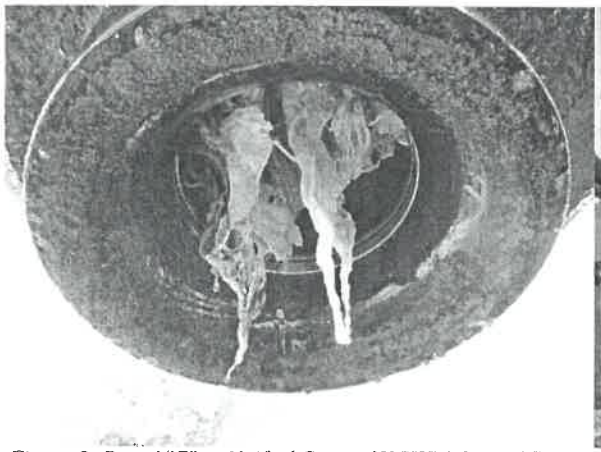

Figure 2- Brand "F" at Unified Govt. of KCKS Pilot at PS45

Figure 3 - Brand "F" at Unified Govt. of KCKS Pilot at PS45

The brand "F" open vane pump experienced obstructions with clogs starting at the leading edge of the vanes on an occasional basis. Rags and other fibrous material were found wrapped between the leading edge and the suction plate. Once the accumulation of the fibrous materials became high enough, the throughlet of the pump would become blocked and required to be unclogged by an operator. Beginning stages of clogging on the Brand "F" open vane pump can be seen in Figure 4 and Figure 5.

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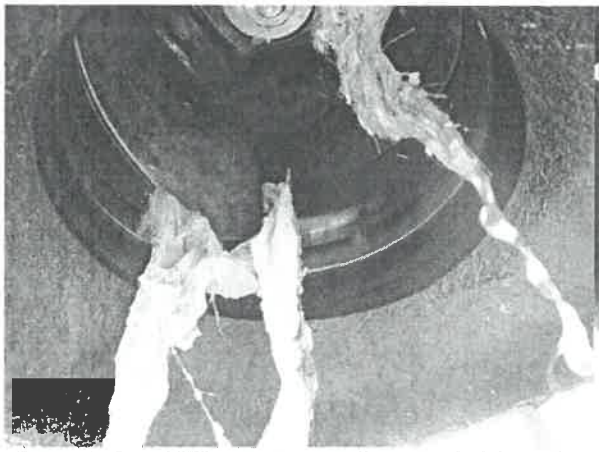

Figure 4 - Brand "F" open vane impeller at Unified Govt of KCKS Pilot at PS45 at 3 months usage

Figure 5 - Brand "F" open vane impeller at Unified Govt of KCKS Pilot at PS45 at 3 months usage

Flygt's "N" impeller pump was placed into the well and run without interruption for the entire 3 month period. It never experience a single clog and was only removed for scheduled inspection by city personnel. No issues were found with the pump during the routine inspections or at the then of the pilot period. At no point did it appear that the impeller was accumulating fibrous debris or solid materials. Pictured below in Figure 6 Figure 7 is the Flygt pump with the "N" impeller after several months of usage.

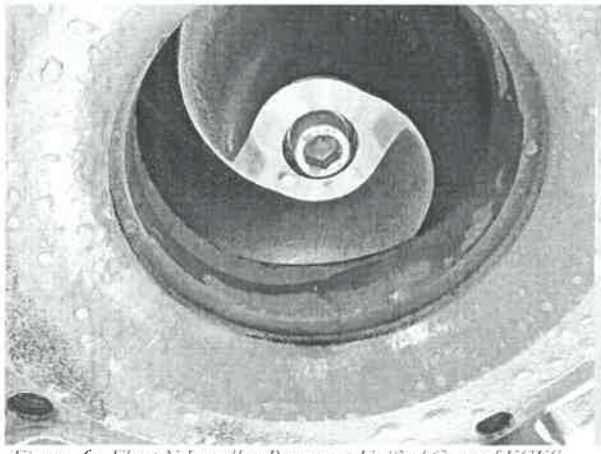

Figure 6 - Flygt N Impeller Pumps at Unified Govt of KCKS Pilot at PS45 at 3 months usage

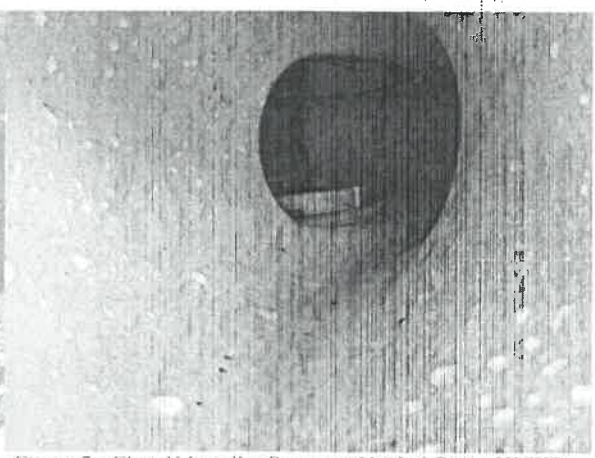

Figure 7 - Flygt N Impeller Pumps at Unified Govt of KCKS Pilot at PS45 at 3 months usage

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Conclusion

In conclusion it was found that not only is the Flygt "N" impeller pump capable for use in modern domestic waste water treatment facilities, but it handles the materials found in waste water facilities better than that of conventional build pumps. The Flygt pump never clogged once during the trial run while Brand "F's" channel impeller and open vane pump both experience clogging issues. It can then be concluded that the use of the "N" impeller would result in better product conveyance, less downtime, and higher efficiencies than the Brand "F" pumps[1].

[1] All above pictures provided courtesy of Unified Government of Kansas City Kansas

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PATRICK BURTON, DIRECTOR OF COMMUNITY DEVELOPMENT
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 20, 2020

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. 191st St., at approximately 191st 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

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. 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.

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.

FORMAL COMMISSION ACTION

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

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

SPRING HILL PLANNING COMMISSION
FINAL PLAT STAFF REPORT

Case #: PLAT-000016-2020 **Meeting Date:** June 04, 2020

Description: Proposed Final Plat – Spring Hill Middle School #3

Location: 18685 W. 191st St.

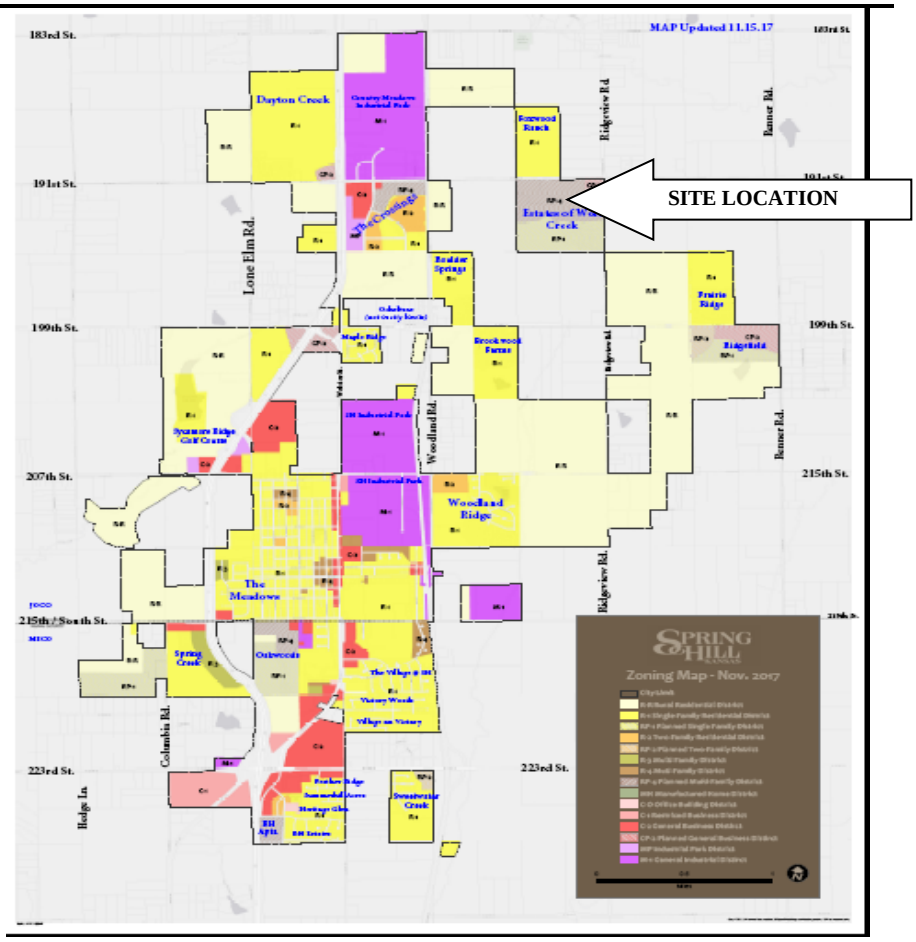
Applicant: RIC – Chip Corcoran **Owner:** USD#230

Engineer: RIC – Chip Corcoran

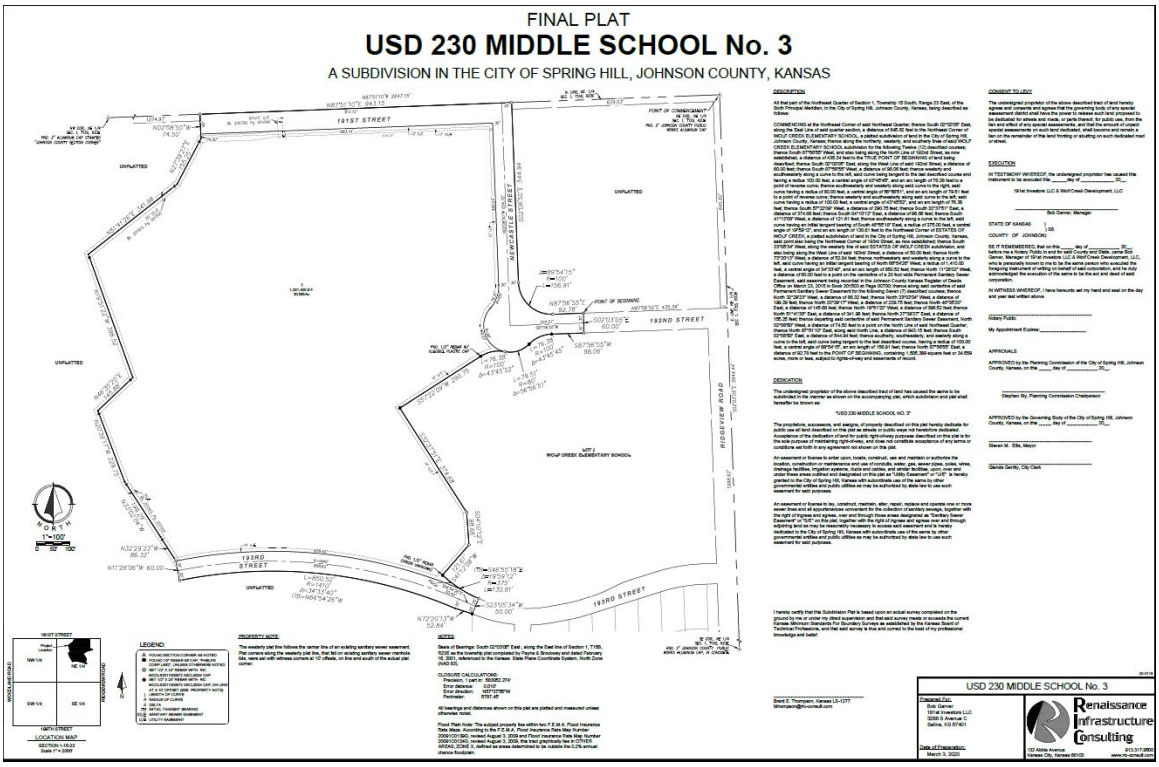
Site Area: 34.60 acres / RP- 4

Minimum Lot Area: 34.60 +/- acres **Number of Lots:** 1

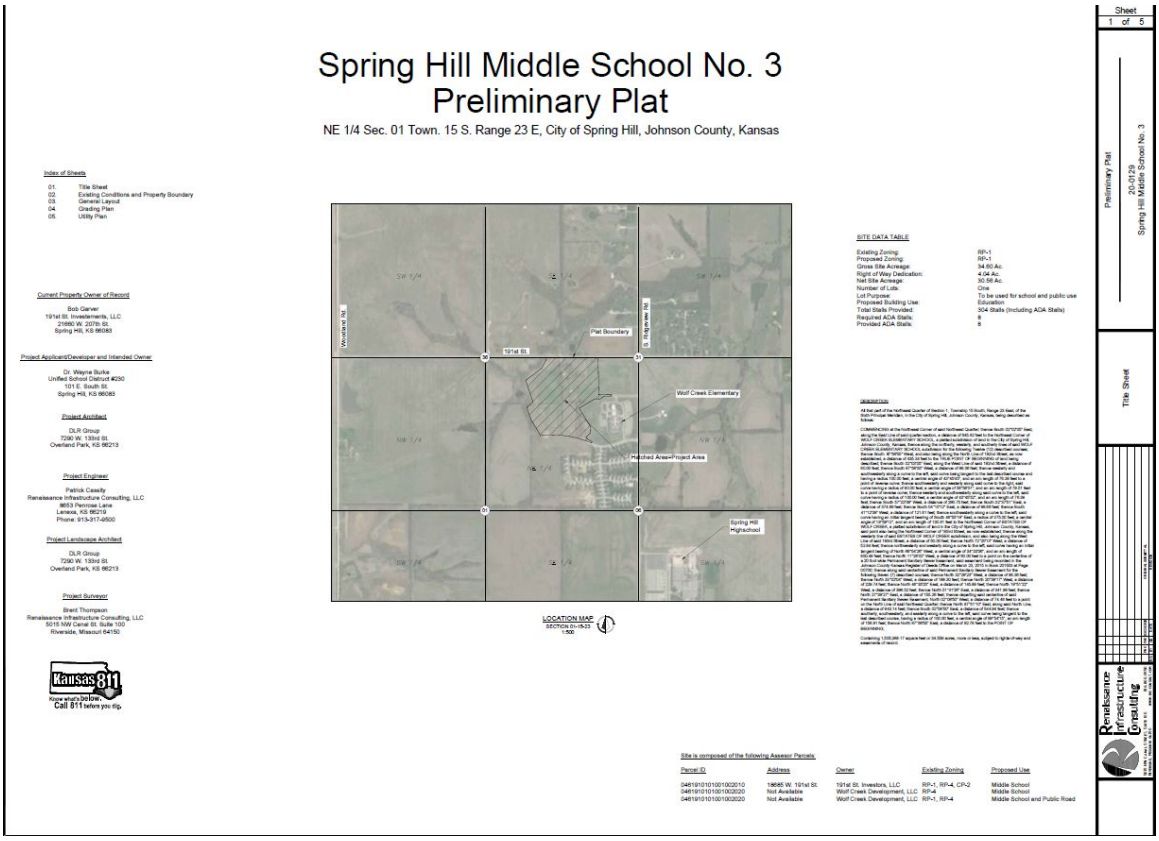
SP-000011-2020; PP-000015-2020; CUP-000014-2020



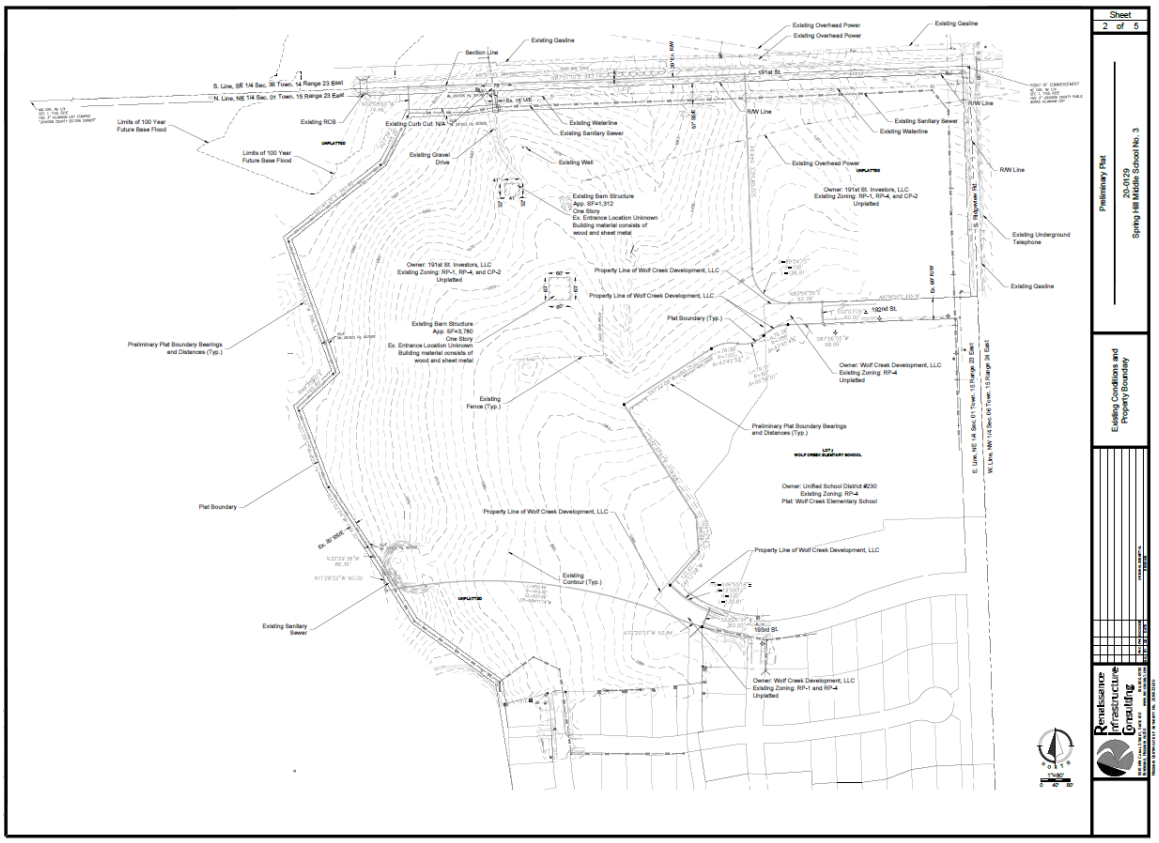
FINAL PLAT



AREA MAP



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:

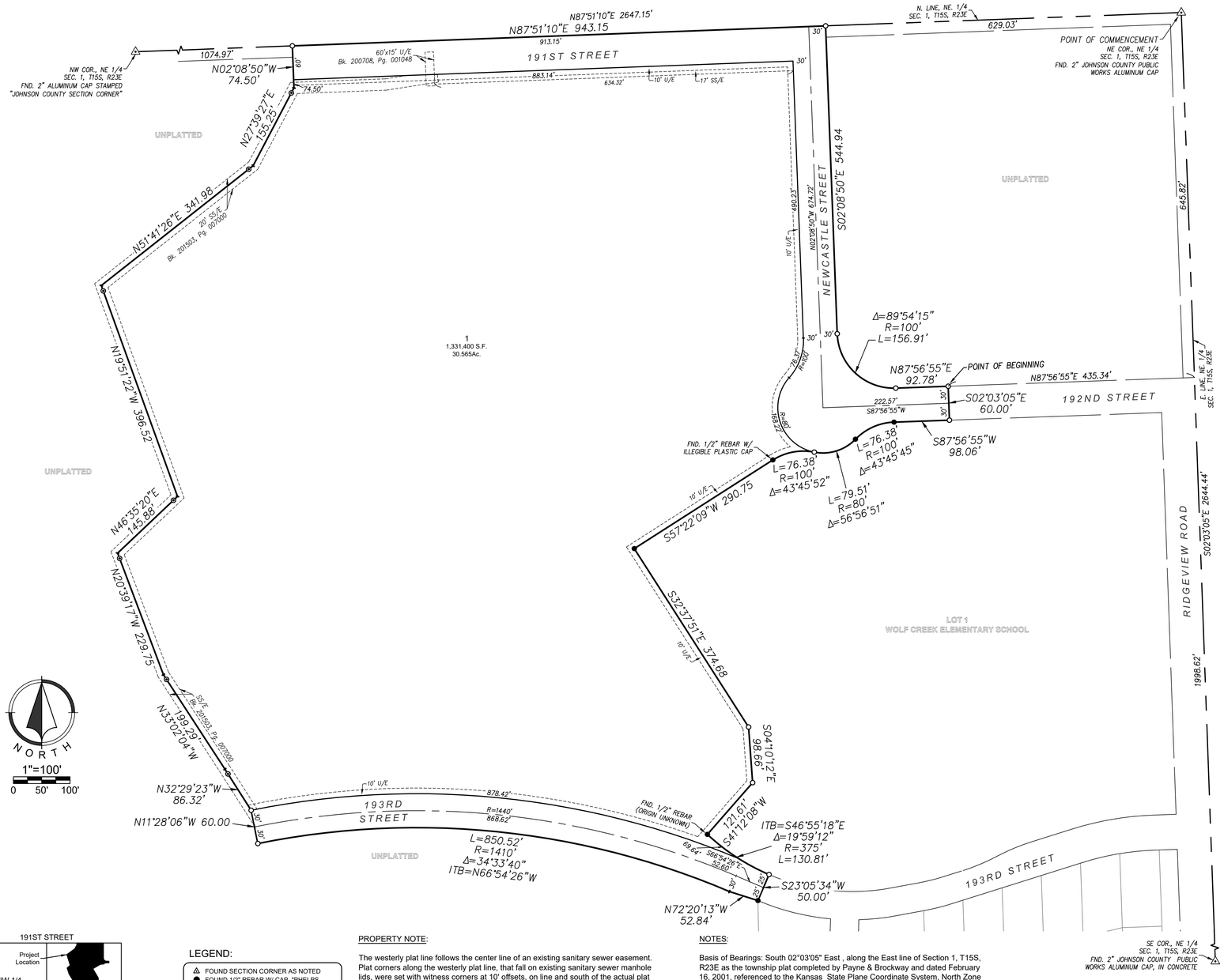
Suggested Motion: Move to recommend approval of Final Plat application PLAT-000016-2020 for Spring Hill Middle School #3, as presented in the staff report.

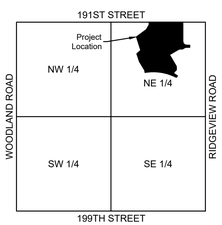
Attachments: 1. Final Plat

FINAL PLAT

USD 230 MIDDLE SCHOOL No. 3

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





LOCATION MAP

SECTION 1-15-23
Scale 1" = 2000'

LEGEND:

- △ FOUND SECTION CORNER AS NOTED
- ● FOUND 1/2" REBAR W/ CAP, "PHELPS CORP LS82", 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 20091C0139G, revised August 3, 2009 and Flood Insurance Rate Map Number 20091C0124G, 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.

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 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.

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 "U/E" 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.

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

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

20-0118

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

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

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 18, 2020

Consent Item: Facility Use Agreement – Johnson County Nutrition Program

Background: The proposed agreement is an extension of a current agreement with Johnson County to provide a senior nutrition program in a City owned facility. The requested agreement would allow weekday daily use of the Civic Center facility to administer the program. The County will provide a Nutrition Center Assistant to oversee the day-to-day operation of the facility and will use the facility from 9:00 AM to 12:00 PM Monday through Friday and the program will not be offered on holidays. The proposed Agreement is set to take affect on October 1, 2020, ending Sept. 30, 2021 with an automatic renewal pending the award of federal funds to operate the Nutrition Program for the second succeeding year ending September 30, 2022.

Alternatives:

1. Approve the Facility Use Agreement with Johnson County.
2. Deny the Facility Use Agreement with Johnson County.
3. Table the discussion.

Legal Review: The agreement has been reviewed and approved by City Attorney, Frank Jenkins.

Funding Review or Budgetary Impact: The agreement requests use of the facility at no charge to the program.

Recommendation:
Staff recommends the approval of the Facility Use Agreement with Johnson County for the purpose of providing a nutrition program for the senior citizen population.

Attachments: Agreement

FACILITY USAGE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2020, by and between the City of Spring Hill, Kansas, hereinafter referred to as the "City", and Johnson County, Kansas, through the grant funded Nutrition Program of the Area Agency on Aging (the "AAA"), hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County has established and conducts, through the AAA, a Nutrition Program for the senior citizen population in Johnson County, Kansas; and

WHEREAS, the County desires to use the Spring Hill Civic Center located at 401 N. Madison, Spring Hill, Kansas, (hereinafter the "Facility") as a Congregate Nutrition Center for the purpose of administering a Nutrition Program to the senior citizen population; and

WHEREAS, the City finds that the operation of a Congregate Nutrition Center at the Facility will provide a valuable service to the community and wishes to assist the County by making the Facility available at no cost to the County for the purpose stated hereinabove.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

1. The County shall have the use of the space of the Facility for the purpose of administering its Nutrition Program for the period beginning October 1, 2020, and ending September 30, 2021, with an automatic renewal pending the award of federal funds to operate the Nutrition Program for the second succeeding year, in which case, this Agreement will end September 30, 2022, unless otherwise terminated pursuant to Paragraph 19 hereinbelow.

2. The County Nutrition Program will provide:

   a. a warming unit for Nutrition Center/Food Assistant.

3. The City will provide:

a. access and use of nearby rest rooms, adequate storage space to keep the Nutrition Program's equipment, which includes meal transport bags, coffee urn, paper goods, and other small equipment and the use of the kitchen and other appliances and equipment, as needed.

4. The County shall provide a Nutrition Center/Food Assistant to oversee the day-to-day operation of the Facility. The Nutrition Center/Food Assistant shall be responsible for the Facility during the time the County is using the Facility for its Nutrition Program. The Nutrition Center/Food Assistant shall be responsible for the daily sanitation of the kitchen and dining area.

5. The space provided for in Paragraph 1 shall be available to the County between the hours of 9:00 A.M. and 12:00 P.M. Monday through Friday of each week excluding the following observed holidays: Thanksgiving Day and the day following Thanksgiving; Christmas Day (observed); New Year's Day (observed); Martin Luther King, Jr. Day; Memorial Day (observed); Independence Day (observed); Labor Day (observed); and Veteran's Day. These days are dictated by the County holiday schedule attached hereto as **Attachment I**.

6. The Nutrition Program provided by the County shall include meals delivered to the site and social activities. Meals will be served to a minimum of twenty (20) and a maximum of seventy (70) people per day, with an anticipated average of twenty-five (25) meals per day.

7. Representatives(s) of the County and the management staff of the Facility will meet on a regular basis to discuss questions of daily maintenance and any other property damage which may occur; to inform each other as to planned programs; and to coordinate the scheduling of those programs so that duplication of space usage will not occur.

8. The City agrees to provide heat, air conditioning, light, and electricity at the Facility including disposal of trash, waxing floors, cleaning of the Facility, snow and ice removal and keeping the sidewalks and parking area around the Facility clear for use. The County will provide

trash bags for use at the Facility and will bag the trash for disposal, and will sweep the kitchen area daily. The Facility Manager will schedule fire inspections for the Facility semi-annually upon notification of Resident Site Manager.

9. All rules for use of the Facility established by the City will be enforced in relation to the County's Nutrition Program. The City shall provide the County with a copy of such rules upon execution of this Agreement.

10. The Facility shall remain the property of the City. The County may not install any fixtures or make any physical changes to the premises of the Facility without the express written consent from the City.

11. Any equipment used by the County will either be owned by the City or the County. No equipment is to be jointly owned. In the event that this Agreement is terminated, all property shall be returned to the respective owner. All equipment and/or furnishings of over a Two Hundred Dollar ($200.00) value shall show owner designation. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the respective owner except as otherwise provided in this Agreement.

12. The City shall have the right to inspect the Facility used by the County at all reasonable times.

13. This Agreement shall not be assigned, transferred, or sold, nor the Facility herein leased or sublet to any other party, agency, or corporation, in whole or part, except with the express consent of the City.

14. The County agrees to indemnify the City and to hold it harmless from and against all costs, expenses, claims, and liabilities arising from any accident, injury, or damage to person or property in or about the Facility where such accident, injury, or damage results from any willful act, omission or negligence on the part of the County, its officers, employees or agents; provided, that in no event shall the County be subjected to any liability greater than found in the Kansas Tort Claims

Act, K.S.A. 75-6101 et seq., and amendments thereto. Through conventional or self insurance or a combination thereof, the County shall maintain during the term of this Agreement, general liability coverage of not less than $500,000.00 per occurrence for bodily injury, property damage and products liability, naming the City as an additional insured. The County further shall procure or self-insure worker's compensation coverage as required by statute and employee's liability of $100,000.00 per occurrence.

15. The City shall not be liable or obligated to the County for damage incurred by the County as a result of this Agreement unless such damage arises from any act, omission or negligence of the City, its officers, employees or agents. The County does hereby agree to comply with all laws of the United States of America and the State of Kansas; all ordinances, or regulations governing County's operation of its Nutrition Program and to hold the City harmless from any loss or damage occasioned by the County's violation thereof. The County further agrees to obtain all required licenses and permits and maintain such for the term of this Agreement.

16. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with any state law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

17. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of the City and County; and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement shall not be altered, amended, changed, or otherwise modified except in writing signed by all parties to this Agreement.

18. This Agreement may be renewed upon mutual written consent of the parties hereto.

19. Either party may terminate this Agreement by giving to the other party written notice of such termination thirty (30) days prior to the date upon which said party desires to terminate this Agreement.

20. It is expressly agreed and understood by both parties that at no time will the use of the Facility be restricted by any employee of the County.

IN WITNESS WHEREOF, the parties hereto have executed the above and foregoing Agreement on the day and year first above written.

CITY OF SPRING HILL, KANSAS

By:_____

_____
Printed Name

_____
Printed Title

JOHNSON COUNTY, KANSAS

By: _____
Daniel Goodman, AAA Director
Area Agency on Aging

APPROVED AS TO FORM:

_____
Nicholas Saldan
Assistant County Counselor

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: LOU ANN ARMSTRONG, SENIOR ACCOUNTANT
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 17, 2020

Consent: Federal-aid request to exchange funds

Background/Analysis: The Kansas Department of Transportation (KDOT) participates in a federal grant process for road and bridge repair and replacement. Cities have been able to participate in the same program but the types of projects that funding can be used for are limited. KDOT created a federal-aid fund exchange program to provide a mechanism for cities to benefit from federal road and bridge aid while allowing a broader range of project types.

The City approved the required Federal-Aid Fund Exchange Master Agreement in 2018. To participate in the 2020 exchange program, the "Request To Exchange Federal Funds" must be approved and returned to KDOT. The City is eligible to exchange $113,616.87. The exchange rate is $.90 in State Funds for every $1.00 in Federal Funds. In order to request the funds, the city has to show street construction expenses through a reimbursement request. The expenses included on the "Federal Funds Exchange Request for Reimbursement" are related to the Lone Elm RCB project. Prior projects receiving reimbursement through the program are the 207th acceleration lane and Veterans Lane.

Legal Review: The Request to Exchange form is a standard form already reviewed.

Funding Review or Budgetary Impact: Reimbursed funds under this program will be earmarked and redirected to fund future phases of the Lincoln Street project.

Alternatives:

1. Approve the request to exchange federal funds and authorize the Mayor to sign the appropriate documents.
2. Deny the request to exchange federal funds.
3. Table the issue.

Recommended Motion: Staff recommends approval of the request to exchange federal funds and authorization for the Mayor to sign the appropriate documents.

Attachments: BLP Memo 20-03
Federal Fund Exchange Master Agreement
Request to Exchange Federal Funds
Federal Funds Exchange Request for Reimbursement

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

BLP Memo 20-03

MEMO TO: Board of City Commissioners
City of Spring Hill

DATE: 2/6/2020

SUBJECT: Federal funds distribution/Federal Fund Exchange 2020

I am pleased to announce that the Kansas Department of Transportation (KDOT) is making federal funds, in the amount of $113,616.87, available to the City of Spring Hill for the federal fiscal year 2020 (October 1, 2019 through September 30, 2020). Please note that the amount available to exchange in FFY 2020 reflects a one-time adjustment. These funds may be used to develop a federal-aid project following the procedures outlined in the KDOT LPA Project Development Manual, or you may exchange them with KDOT under the Federal Fund Exchange Program.

The Federal Fund Exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. The exchange rate for the 2020 program is $0.90 of state funds for every $1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects.

The FFE Program Guidelines and required documents are found at http://www.ksdot.org/burlocalproj/default.asp. For your convenience, the amount of funds available to exchange for federal fiscal year 2020 have been entered into the attached Request to Exchange Federal Funds form. **Please remember that the Request to Exchange Federal Funds and the Request for Reimbursement requesting the entire amount of funds available for 2020 must be returned by September 15, 2020.**

We appreciate your participation in the federal-aid/Federal Fund Exchange program for local public agencies. Please contact Tod Salfrank or me at 785-296-3861 or KDOT.Lpeplans@ks.gov if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

cc: Office of City Engineer
Ronald J. Seitz, P.E., Director, Division of Engineering and Design
Michael J. Moriarty, Chief, Bureau of Transportation Planning

COPY

Agreement No. 105-16

FUND EXCHANGE MASTER
CITY OF SPRING HILL, KANSAS

FEDERAL-AID FUND EXCHANGE MASTER AGREEMENT

This MASTER AGREEMENT is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Spring Hill, Kansas** (the "City"), **collectively**, the "Parties."

RECITALS:

A. The Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.

B. The City desires to exchange all or a portion of the City's annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.

C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of city roads utilizing federal or state funds.

D. The Parties have determined the Federal Fund Exchange Program would be most efficiently administered under this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Banked Funds"** means the city's annual allotment of Federal Funds which the City has decided to use in the future for either a Federal-Aid Project or to be exchanged for State Funds.

3. **"City"** means the City of Spring Hill, Kansas.

4. **"Effective Date"** means the date this Agreement is signed by the Secretary or his designee.

5. **"Exchange Rate"** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.

6. **"Exchanged Funds"** means the funds from the City's annual allotment of Federal Funds exchanged for State Funds at the Exchange Rate.

7. **"Exchanged Portion"** means a portion of funds from the City's annual allotment of Federal Funds exchanged for State Funds.

8. **"Federal Funds"** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.

9. **"Fund Exchange Request"** means the attached form "Attachment A" which is submitted by the City to KDOT to request the exchange of Federal Funds for State Funds in any given year, and the terms of which are incorporated herein by reference.

10. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

11. **"Parties"** means the Secretary and KDOT, individually and collectively, and the City.

12. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

13. **"State Funds"** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.

2. **Incorporation of Program Application.** The City will submit a Fund Exchange Request when it desires to exchange its Federal Funds. The Fund Exchange Request will be incorporated into and made a part of this Agreement for all purposes.

3. **Exchange of Funds.**

   (a) When the City submits a Fund Exchange Request to use the Banked Funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to the amount indicated on the Fund Exchange Request.

(b) When the City submits a Fund Exchange Request, to use the Exchanged or Banked Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:

(i) The City authorizes the Secretary to retain and use the Exchanged Portion of the City's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.

(ii) The Secretary shall reimburse the City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to ninety percent (90%) of the amount of funds as indicated on the Fund Exchange Request. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.

(iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by the City. Banking of Exchanged Funds is limited to three (3) consecutive fiscal years, unless written approval is obtained from the Secretary.

(iv) The City understands that the Secretary may use the retained Federal Funds exchanged by the City for any federally eligible purpose or project within the State.

(v) The Secretary will make partial payments to the City for amounts not less than $1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

(a) The City shall not deposit the exchanged State Funds into the operating budget for the City.

(b) The City shall use the State Funds exchanged pursuant to this Agreement for:

(i) transportation projects, as approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines; and

(ii) for all phases of approved transportation project(s) including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.

(c) Upon completion of the transportation project, the City shall notify Secretary and allow the Secretary to participate in a final review of the project. Reviews by the Secretary are not done for the benefit of the City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary

investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the City.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, the Secretary may terminate this Agreement without further notice. The Secretary will not be responsible to the City for any reduction in State Funds.

6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the City, the Secretary shall exchange funds in the amount available.

7. **Audit.** The City will participate and cooperate with the Secretary in an audit which will occur either annually or by project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the City for items considered non-participating, the City shall promptly reimburse Secretary for such items upon notification by Secretary.

8. **Compliance with Federal and State Laws.** The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.

9. **Legal Authority.** The City shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

10. **Indemnification.** To the extent permitted by law, the City agrees to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City or the City's employees.

ARTICLE III

GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

6. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or his designee.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

5/26/16
~~Glenda Gerrity, City Clerk~~ (Date)
Natalie Lazenby, Deputy City Clerk
(SEAL)

THE CITY OF SPRING HILL, KANSAS

Steven M Ellis, Mayor

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: 6/27/16
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

FORM APPROVED BY
JLT 6/21/16
Legal Dept. KDOT

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

   (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

   (b) cancellation, termination or suspension of the contract, in whole or in part.

7) Disadvantaged Business Obligation

   (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.

   (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

   (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

   (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.

9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Kansas
Department of Transportation
Bureau of Local Projects

REQUEST TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement

City of Spring Hill

Federal Funds to Be Exchanged: $113,616.87

Exchange Rate for 2020: $0.90 State Funds/$1.00 Federal Funds

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: Melanie Landis Title: Assistant City Administrator

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

Phone: 913-592-3664 Email: Melanie.landis@springhillks.gov

Signature* ***Date***

Steven M. Ellis
Typed or Printed Name

Mayor
Title

****The representative signing this request must be authorized by law to bind the city/county to an agreement.***

Kansas Department of Transportation
Bureau of Local Projects

Federal Fund Exchange

Request for Reimbursement

City/County: City of Spring Hill Kansas

Date of Request: August 28, 2020

Description of Work and Location: Lone Elm Road from US 169 HWY South to 207th
Construction of renforced concrete box (RCB) and improvements including demolition of existing RCB.

Project Name: LONE ELM RCB
Work begin date: 11/01/2017
Work completed date: 12/31/2020

The undersigned officer of the city/county states that (1) the following items, quantities and services of work have been completed and incorporated into the Project and (2) a warrant has been issued by the City/County for the expenses included in this request and the City/County is submitting the request for reimbursement for payment issued, and (3) the same have been approved and paid by the City/County. Therefore reimbursement is hereby requested to be paid in accordance with Federal Fund Exchange Agreement No. 105-16

Firm/Supplier	Invoice No.	Description of Services/Materials	Amount
Pfefferkorn & Drury Cons	INV0000132	Lone Elm RCB Construction Pay #1	$33,104.48
Pfefferkorn & Drury Cons	INV0000189	Lone Elm RCB Construction Pay #2	$25,458.08
Pfefferkorn & Drury Cons	INV0000890	Lone Elm RCB Constructoin Pay #3	$27,324.45
Ponzer youngquist, PA	20183101B	Project Engineering	$9,615.00
Ponzer Youngquist, PA	20182802B	Project Engineering	$4,807.05
Ponzer Youngquist, PA	20183103C	Project Engineering	$3,205.00
Ponzer Youngquist, PA	20183004B	Project Engineering	$4,807.05
Ponzer Youngquist, PA	20183105A	Project Engineering	$1,602.50
Ponzer Youngquist, PA	20183006B	Project Engineering	$1,602.50
Ponzer Youngquist, PA	0000008A	Project Engineering	$13,627.50
Ponzer Youngquist, PA	0000009B	Project Engineering	$6,012.50
Ponzer Youngquist, PA	0000010A	Project Engineering	$2,405.00
Ponzer Youngquist, PA	0000011	Project Engineering	$3,607.50
Ponzer Youngquist, PA	20173112	Project Engineering	$4,807.50
Water District #1 of JoCo	PO183107JR	Relocation of Water Line	$26,236.25
		Total amount request	$168,222.36

Printed Name, Title *Steven M. Ellis, Mayor*

Signature

CITY OR COUNTY OFFICIAL

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 20, 2020

Formal action: Resolution adopting the 2021 – 2025 Capital Improvement Program (CIP)

Background: Each year, a five-year capital improvement program is adopted by the Governing Body. The purpose of a capital improvement program is to communicate a planning guide to the Governing Body, city staff and the residents of Spring Hill. A CIP is used as a guide for intended projects; however, all project implementation and completion depend on the funds available. Many projects have multiple sources of funding earmarked and those sources are indicated in the CIP document.

Analysis: This CIP document was prepared with projects currently on the City's radar and is intended to be a working document with repeated review. The 2021 CIP is consistent with those projects being considered for approval by the Governing Body. Future year projects are outlined as a planning tool for the City. Funding needs will become clearer as the design and project plans are developed for each project. Staff continues to search for additional funding sources.

The 2021 – 2025 CIP was considered by the Planning Commission on August 20, 2020 to determine whether the proposed CIP is found to be in compliance with the Comprehensive Plan. The motion passed 4/0/2. Discussion generally centered around their concern for the lack of sidewalk projects being addressed. This has been a concern raised each year by the Planning Commission and they asked that their concern be relayed to the City Council, further asking for consideration to be given to placing new sidewalks where needed on the upcoming street improvement projects such as Webster Street.

Alternatives:

1. Approve the 2021 – 2025 Capital Improvement Program as presented.
2. Make recommendations for additions/deletions. (*Additions will need to be sent back to the Planning Commission for approval.)*

Legal Review: n/a

Funding Review or Budgetary Impact: Indicated within the document.

Recommendation: Staff recommends the Council approve a resolution adopting the 2021 – 2025 Capital Improvement Program.

Attachments:

1) Resolution
2) 2021-2025 Capital Improvement Program (CIP)

RESOLUTION NO. 2020-R-_____

A RESOLUTION ADOPTING THE 2021 – 2025 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR THE CITY OF SPRING HILL, KANSAS.

WHEREAS, the Governing Body of the City of Spring Hill, Kansas conducted a public hearing on July 27, 2020 regarding the 2021 Operating Budget and the 2022 Operating Budget which correlate with the adoption of the 2021-2025 Capital Improvement Program.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Spring Hill, Kansas that the Spring Hill 2021 – 2025 Capital Improvement Program is hereby adopted.

ADOPTED by the City Council this 27th day of August 2020.

APPROVED by the Mayor this 27th day of August 2020.

_____
Steven Ellis, Mayor

ATTEST:

_____
Glenda Gerrity, City Clerk

Approved by:

_____
Frank H. Jenkins, City Attorney

Capital Improvement Program (CIP)

2021 - 2025

THE CITY OF
SpringHill
KANSAS

Annual Operating Budget
City of Spring Hill, Kansas

CITY OF SPRING HILL, KANSAS

FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM

Each year, the City of Spring Hill carries out capital projects to meet community needs related to infrastructure design, construction, maintenance, studies and surveys. The Capital Improvements Program (CIP) is a formal method for establishing priorities and scheduling capital improvements in line with the funding sources available for those projects.

SUMMARY

The Spring Hill Capital Improvements Program (C.I.P.) for 2021 to 2025 includes projects slated to begin within the next five years within the City. Like all cities, there are more capital project needs than dollars to fund them. The proposed program envisions the need for many outside sources of funding and City staff works diligently to leverage those dollars.

FINANCING

Within the list of projects is a proposed financing source for each project. It is important to note that this program is only an estimate of dollars needed for each project and the final decisions on sources used to finance each project lies with the City Council. Below is a summary of each source of funds available and includes a discussion of the uses, benefits and limitations of each source.

- **CARS (County Assisted Road System).** The Johnson County CARS program is a County/City matching grant designed to fund major street construction projects. The County's portion is funded through the County sales tax. This program varies but is typically a 50/50 matching source of funds.

- **CDBG (Community Development Block Grant).** Community Development Block Grants are federal grants which are administered by Johnson County. Johnson County qualifies as an entitlement County, due to the large population. Fund requests are considered through a grant application process and distributed based on project criteria.

- **CSHF (Consolidated Special Highway Fund).** The CSHF includes funding that all Kansas cities receive directly from the State Treasurer for certain highway aid payments distributed on a per capita basis from the State's Special City and County Highway Fund as well as revenues transferred from the General Fund and other funds. This fund is used for road construction, reconstruction, alteration, repair, and maintenance.

- **Debt Service.** The Debt Service Fund is intended for funding projects that affect the general welfare of the entire City. General Obligation bonds are generally used to fund projects over $100,000. These bonds are backed by full faith and credit of the City. Once the bonds are issued, the City must levy the appropriate level of property taxes to retire the debt. Short-term financing may be used for a smaller project as a temporary note and must be paid off over a four-year period.

- **Excise Tax Fund.** The Excise Tax Fund contains excise tax collected from the final plat process of development.

- **Federal and State Grants.** While federal and state grants are not as readily available as in the past, the City continues to be an active participant in the granting process and pursues funds available for current projects. The Kansas Department of Transportation (KDOT) is

an example of a state program that the City works with on a regular basis to earmark available transportation funds.

- **General Fund.** The General Fund provides revenue to fund projects through various sources of revenue including ad valorem taxes, sales tax, motor vehicle taxes, franchise fees and various user fees.

- **General Purpose Retailers Sales Tax**. Beginning April 2009, a one-half of one percent additional sales tax was implemented for the City of Spring Hill. The purpose of this sales tax is for funding projects of a parks or recreation nature. These sales tax collections are held in a separate fund for the purpose of funding specific projects.

- **Reserve Funds.**
  1. The Cemetery Reserve Fund contains dollars set aside for the future expansion of the Spring Hill Cemetery.
  2. The Capital Improvement Fund is used for the additions or maintenance to City facilities. Revenues to this fund consist of transfers from operating accounts within City funds.

- **Special Parks and Recreation Fund.** One third (1/3) of the liquor tax money received by the City from the State of Kansas must, by state statute, be placed in this fund for the purpose of parks and recreation.

- **SMAC (Johnson County Stormwater Management Program).** The Johnson County Stormwater Management Program is a Johnson County sponsored grant program, which provides 75% of the funding for major improvements to serious stormwater issues within Johnson County municipalities.

- **Special Assessment General Obligation Bonds.** This source is normally used to finance specific improvement such as street, sewer, water, sidewalks, etc. A benefit district is created by petition and public hearing. The properties deemed to benefit from the project are the primary source of revenue to retire the bonds. The funding split between property owners and the city-at-large, as well as the term of the assessments, are determined by policy.

- **Water and Sewer Utility Funds.** Utility funds are enterprise operational funds which maintain the infrastructure and regular operating expenses of each utility. Revenues for these funds are generated through monthly user fees and can only be used for improvements to the water and sewer utilities.

CAPITAL IMPROVEMENT PROJECTS

The projects listed within the CIP include the year in which the project is slated to begin, the anticipated funding source, the total project cost and the estimated budget impact. All projects are subject to review at any time and are all dependent upon available funding. Population growth will have an impact on the CIP and the priority of projects over time.

City of Spring Hill, KS
2021 - 2025 Capital Improvement Program

Project Year	Project Name	Type (Study, Purchase, Design, Construct, Improve)	Department	Potential Funding Source	Project Cost	City Obligation	Annual Budget Impact (Princ. only)
2021	**City Facility Broadband Connection**	Design/ Construction	Administration	Special sales tax - County (GO Bond over 10 years)	$350,000	$350,000	$35,000
2021	**Spring Hill Lake Dam and Spillway Improvement**	Construction	Administration	Debt Service Fund (GO Bonds for 20 years)	$700,000	$700,000	$35,000
2021	**191st Street Improvement - Lone Elm to Theden Street**	Design/ Construction	Street	Unfunded	$90,000	$90,000	$90,000
2021	**Building Improvement - Salt & Sand structure**	Construction	Street	Capital Improvement Fund	$142,000	$142,000	$142,000
2021	**Hale Street Improvement - Webster St to Railroad Ave.**	Design	Street	Debt Service Fund (GO Bonds for 10 years- combined with construction)	$30,000	$30,000	$3,000
2021	**Intersection Improvement - 223rd & Webster Street**	Design	Street	Miami County Special Sales Tax / Excise Tax	$600,000	$100,000	$100,000
2021	**Lincoln Street Improvement (Year 5)**	Construction	Street	Federal Fund Exchange Program	$83,000	$83,000	$83,000
2021	**Lone Elm Rd Improvement - 191st St to North city limits**	Design/ Construction	Street	Unfunded	$90,000	$90,000	$90,000
2021	**Webster Street Rehabilitation 207th to South Street**	Design/ Construction	Street	CARS Grant / Excise Tax Fund	$794,900	$431,150	$431,150
2021	**Lagoon rehabilitation**	Construction	Wastewater	Wastewater Fund (GO Bond over 20 years)	$1,000,000	$1,000,000	$50,000
2021	**NE Lift Station Gravity Force Main Ext**	Study	Wastewater	Wastewater Fund	$25,000	$25,000	$25,000
2021	**WWTP Flood Mitigation Design**	Design	Wastewater	Wastewater Fund	$10,000	$10,000	$10,000
2021	**WWTP Roof Replacement - Headworks Building**	Construction	Wastewater	Wastewater Fund	$25,000	$25,000	$25,000
				Total	**$3,939,900**	**$3,076,150**	**$1,119,150**

City of Spring Hill, KS
2021 - 2025 Capital Improvement Program

Project Year	Project Name	Type (Study, Purchase, Design, Construct, Improve)	Department	Potential Funding Source	Project Cost	City Obligation	Annual Budget Impact (Princ. only)
2022	**Inspiration Park**	Design	Administration	Community funding / Grants	$100,000	$0	$0
2022	**Sidewalk Improvements / Construction**	Construction	Administration	Unfunded	To Be Determined	To Be Determined	To Be Determined
2022	**Spring Hill Justice Center**	Design	Administration	Debt Service Fund (GO Bonds for 20 years-combined with construction)	$50,000	$50,000	$2,500
2022	**Facility Improvement - Community Center**	Improvement	Administration	Capital Improvement Fund (Temporary Note for 4 years)	$100,000	$100,000	$25,000
2022	**Victory Road Improvement - Webster St. to 223rd St.**	Design	Street	Consolidated Highway Fund	$15,000	$15,000	$15,000
2022	**Hale Street Improvement - Webster St to Railroad Ave.**	Construction	Street	Debt Service Fund (GO Bonds for 10 years)	$300,000	$300,000	$30,000
2022	**Intersection Improvement - N Webster turn lanes to 199th**	Design/ Construction	Street	CARS Grant Eligible/ Debt Service Fund (Temporary Note for 4 years)	$269,000	$147,050	$36,763
2022	**199th Street Improvement - US 169 to West City Limits**	Construction	Street	CARS Grant Eligible/ Excise Tax Fund	$392,000	$208,250	$208,250
2022	**Lincoln Street Improvement (Year 6)**	Construction	Street	Federal Fund Exchange Program	$79,000	$79,000	$79,000
2022	**NE Lift Station Gravity Force Main Ext**	Design/Land Acq	Wastewater	Wastewater Fund	$25,000	$25,000	$25,000
2022	**Sanitary Sewer Main Rehabilitation**	Construction	Wastewater	Wastewater Fund / CDBG Grant (GO Bond for 10 years)	$300,000	$300,000	$30,000
2022	**WWTP Flood Mitigation**	Construction	Wastewater	Wastewater Fund / Emergency Mgmt Grant	$100,000	$100,000	$100,000
2022	**Water Line Replacement (Transite Lines)**	Design	Water	Water Fund (KDHE Revolving Loan- 10 years)	$40,000	$40,000	$40,000
				Total	**$1,770,000**	**$1,364,300**	**$591,513**

City of Spring Hill, KS
2021 - 2025 Capital Improvement Program

Project Year	Project Name	Type (Study, Purchase, Design, Construct, Improve)	Department	Potential Funding Source	Project Cost	City Obligation	Annual Budget Impact (Princ. only)
2023	**Inspiration Park**	Construction	Administration	Community funding / Grants	$250,000	$0	$0
2023	**Spring Hill Justice Center**	Construction	Administration	Debt Service Fund (GO Bonds for 20 years-combined with construction)	$4,100,000	$4,100,000	$205,000
2023	**199th Street Improvement - Ridgeview Rd. to Renner Rd.**	Design/ Construction	Street	CARS Grant Eligible/ Debt Service Fund (GO Bond for 20 years)	$3,624,000	$1,924,000	$96,200
2023	**Intersection Improvement - 223rd & Webster Street (Phased Project)**	Construction	Street	Miami County / KDOT / STP Grant / GO Financing	$6,000,000	$3,000,000	$150,000
2023	**Lone Elm Road Paving**	Construction	Street	Federal Fund Exchange Program	$122,875	$122,875	$122,875
2023	**Victory Road Improvement - Webster St. to 223rd St.**	Construction	Street	Consolidated Highway Fund	$75,000	$75,000	$75,000
2023	**WWTP Catwalk Extension (Basin #2)**	Construction	Wastewater	Wastewater Fund	$40,000	$40,000	$40,000
2023	**Looped Water Main Const. - Woodland Ridge / 207th St**	Construction	Water	Water Fund	$200,000	$200,000	$200,000
2023	**Water Line Replacement (Transite Lines)**	Construction	Water	Water Fund (KDHE Revolving Loan- 10 years)	$400,000	$400,000	$20,000
				Total	**$14,811,875**	**$9,861,875**	**$909,075**

City of Spring Hill, KS
2021 - 2025 Capital Improvement Program

Project Year	Project Name	Type (Study, Purchase, Design, Construct, Improve)	Department	Potential Funding Source	Project Cost	City Obligation	Annual Budget Impact (Princ. only)
2024	**207th Street Improvement Webster St. to Woodland Rd.**	Design/ Construction	Street	CARS Grant / Excise Tax Fund	$277,300	$144,800	$144,800
2024	**Manhole Rehabilitation - Blackhawk**	Construction	Wastewater	Wastewater Fund	$33,000	$33,000	$33,000
				Total	**$310,300**	**$177,800**	**$177,800**

City of Spring Hill, KS
2021 - 2025 Capital Improvement Program

Project Year	Project Name	Type (Study, Purchase, Design, Construct, Improve)	Department	Potential Funding Source	Project Cost	City Obligation	Annual Budget Impact (Princ. only)
2025	**Cemetery Expansion**	Construction	Administration	Cemetery Reserve Fund / Cemetery Board	$100,000	$100,000	$100,000
2025	**Aquatic Center (Phase II)**	Construction	Parks	Debt Service Fund (GO Bonds for 20 years)	$1,000,000	$1,000,000	$50,000
2025	**Sports Complex Revitalization**	Construction	Parks	Debt Service Fund (GO Bonds for 10 years)	$225,000	$225,000	$22,500
				Total	**$1,325,000**	**$1,325,000**	**$172,500**

City of Spring Hill, KS
2021 - 2025 Capital Improvement Program
Project Descriptions

191st Street Improvement - Lone Elm to Theden Street	Repair and improve the portion of 19st Street between Lone Elm and Theden Street.
199th Street Improvement - Ridgeview Rd. to Renner Rd.	Repair and improve the portion of 199th Street from Ridgeview Road to Renner Road to include additional turn lanes and shoulder widening.
199th Street Improvement - US 169 to West City Limits	Participation with Johnson County in the improvement of 199th Street from the west city limits to Hwy 169 in the south lane.
207th Street Improvement Webster St. to Woodland Rd.	Repair and improvement of 207th Street from Webster Street to Woodland Road.
Aquatic Center (Phase II)	Additions and improvements to the existing Spring Hill Aquatic Center facilities.
Building Improvement - Salt & Sand structure	Improve and reconstruct the existing salt & sand structure to eliminate water damage and product loss.
Cemetery Expansion	Improvements to the existing land for the purpose of expanding the Spring Hill Cemetery.
City Facility Broadband Connection	Construction of dark fiber between City facilities.
Facility Improvement - Community Center	Upgrade project for the kitchen, restrooms and entryways within the Spring Hill Community Center.
Hale Street Improvement - Webster St to Railroad Ave.	Repair and improve the portion of Hale Street between Webster Street and Railroad Avenue.
Inspiration Park	A new park with many attractions including a skate park driven by community support and funding.
Intersection Improvement - 223rd & Webster Street	Design and construct improvements to the intersection of 223rd Street & Webster Street including realignment of Webster Street.
Intersection Improvement - N Webster turn lanes to 199th	Construct right turn lanes from Webster Street onto 199th Street.
Lagoon rehabilitation	Repair of lagoon cell bank and concrete flow structures.
Lincoln Street Improvement	Repair and improvement of Lincoln Street will continue with a designed approach to improving sections of the roadway with the least amount of impact to businesses.

City of Spring Hill, KS
2021 - 2025 Capital Improvement Program
Project Descriptions *(continued)*

Lone Elm Rd Improvement - 191st St to North city limits	Repair and improve the portion of Lone Elm Road between 191st Street and the North city limits.
Lone Elm Road Paving	Paving of Lone Elm road from 207th street to the north side of the box culvert located south of Hwy 169.
Looped Water Main Woodland Ridge & 207th	Construct 8" water main in Woodland Ridge subdivision and 207th street to connect existing pipeline.
Manhole Rehabilitation - Blackhawk	Raise manholes in Blackhawk sanitary sewer area that are buried below grade.
NE Lift Station Gravity Force Main Ext	Study of the current force main extending from the NE lift station located at the SW corner of Maple Ridge subdivision.
Sanitary Sewer Main Rehabilitation	Rehabilitation of the existing sewer mains to repair reduction of inflow and infiltration.
Sidewalk Improvements / Construction	Sidewalk improvements will be considered by the City Council upon more research on best approach to a policy for sidewalk improvement and identification of a funding source.
Sports Complex Revitalization	Removal of existing bath and pump house and infill existing pool. Construct basketball courts and amenities on site.
Spring Hill Justice Center	Proposed construction of a new Justice Center housing the police department and municipal court.
Spring Hill Lake Dam and Spillway Improvements	Maintain and repair existing dam to meet State compliance requirements.
Victory Road Improvement - Webster St. to 223rd St.	Repair and improve Victory Road from Webster Street to 223rd Street.
Water Line Replacement (Transite Lines)	Replacement of pipe for continued and proactive sustainability within the water distribution system.
Webster Street Rehabilitation 207th to South Street	Repair and improve Webster Street from 207th Street to South Street.
WWTP Catwalk Extension (Basin #2)	Build catwalk extension to complete 10 linear feet of walkway around basin #2 at the Wastewater Treatment Plant.
WWTP Flood Mitigation	Design and improvements to mitigate potential flood impacts to the Wastewater Treatment Plant facility.
WWTP Roof Replacement - Headworks Building	Replacement of the roof on the headworks building located at the Wastewater Plant site.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 20, 2020

Formal Action

Issue: Resolution authorizing the City of Spring Hill to construct certain main trafficway improvements and authorizing the issuance of general obligation bonds of the City to pay the costs thereof.

Background/Analysis:
The road improvement project for construction of a roundabout at the intersection of 199th Street and Ridgeview Road requires financing for the project. The project must be authorized by resolution in order to reimburse eligible costs to the City through general obligation bonds.

Construction of a roundabout at the intersection of 199th Street and Ridgeview Road will include storm sewer, lighting, sidewalks, ADA ramps, curb and gutter, and related improvements, as well as certain improvements for detour routes along Woodland Road from 191st Street to 199th Street and a turn lane at the southwest corner of 191st Street and Ridgeview Road. The project requires financing a portion of the costs of those Trafficway Improvements through the issuance of general obligation bonds of the City in an amount not to exceed $1,125,000, including the costs of issuance, with the balance of the costs of such Trafficway Improvements paid from other available funds of the City.

Legal Review: Resolution was prepared by Kutak Rock, the City's bond counsel and reviewed by the City's legal counsel.

Funding Review or Budgetary Impact:
The 199th Street & Ridgeview Road Roundabout is a CARS approved project and portions of the project related to construction are eligible for a 50% reimbursement through the CARS program. The financed portion of the project is intended to be repaid through ad valorem property taxes assigned as a mill levy through the debt service fund.

Recommendation: Approval of a Resolution authorizing the City of Spring Hill to construct certain main trafficway improvements and authorizing the issuance of general obligation bonds of the City to pay the costs thereof, all pursuant to KSA 12-685 *et seq.*

Attachments: Resolution

RESOLUTION NO. 2020-R-__

A RESOLUTION AUTHORIZING THE CITY OF SPRING HILL, KANSAS, TO CONSTRUCT CERTAIN MAIN TRAFFICWAY IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF, ALL PURSUANT TO K.S.A. 12-685 *ET SEQ*.

WHEREAS, K.S.A. 12-685 *et seq*. (the "Act"), authorizes the Governing Body of the City of Spring Hill, Kansas (the "City"), to construct main trafficway or main trafficway connection improvements and to issue general obligation bonds of the City for such purpose;

WHEREAS, pursuant to Ordinance No. 2016-12 of the City passed on August 25, 2016 (the "Main Trafficway Ordinance"), the City has designated certain streets or portions of streets as main trafficways or trafficway connections pursuant to the Act, including 191st Street within the City limits, 199th Street within the City limits, Ridgeview Road within the City limits, and Woodland Road within the City limits;

WHEREAS, the Governing Body of the City has determined that it is necessary to construct a roundabout at the intersection of 199th Street and Ridgeview Road which will include storm sewer, lighting, sidewalks, ADA ramps, curb and gutter, and related improvements, as well as certain improvements for detour routes along Woodland Road from 191st Street to 199th Street and a turn lane at the southwest corner of 191st Street and Ridgeview Road (collectively, the "Trafficway Improvements"), and to finance a portion of the costs such Trafficway Improvements through the issuance of general obligation bonds of the City pursuant to the Act in an amount not to exceed $1,125,000, including the costs of issuance, with the balance of the costs of such Trafficway Improvements paid from other available funds of the City; and

WHEREAS, the Trafficway Improvements are all within the City limits of the City;

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

Section 1. In accordance with the Act, the Governing Body of the City hereby authorizes the Trafficway Improvements and authorizes the issuance of general obligation bonds in an amount not to exceed $1,125,000 to pay a portion of the costs of the Trafficway Improvements, including the cost of issuance of bonds, with the balance of the costs of such improvements paid from other available funds of the City.

Section 2. In accordance with United States Treasury Regulation 1.150-2, the Governing Body of the City hereby indicates its intent to reimburse the City with the proceeds of bonds, notes or other obligations of the City, the interest on which is expected to be exempt from federal income taxation, for a portion of the costs of the Trafficway Improvements in an amount not to exceed $1,125,000, including the costs of issuance for such obligations.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City of Spring Hill, Kansas, on August 27, 2020.

CITY OF SPRING HILL, KANSAS

(Seal)

_____
Steven M. Ellis, Mayor

ATTEST:

_____
Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Tyler Ellsworth, Bond Counsel

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 20, 2020

Formal Action Item: Resolution authorizing the public sale of approximately $3,125,000 principal amount of general obligation temporary notes, 2020A, of the City of Spring Hill, Kansas.

Analysis: The 2020A General Obligation Temporary Notes to be sold on October 8, 2020 are two-year temporary notes related to two projects described as:

- Dayton Creek 4 Special Benefit District - The petition for the project was previously approved by the City Council resulting in the need for temporary financing of $2,050,000 in principal supporting the design, a portion of construction and cost of issuance.
- 199th Street & Ridgeview Road Roundabout - Principal cost of $1,075,000 funds the estimated cost of land acquisition, construction of the roundabout, improvement to Woodland Road as a detour route, and construction of a right turn lane at the SW corner of 191st Street & Ridgeview Road to be used as a detour route.

Legal Review: Resolution was prepared by Kutak Rock, the City's bond counsel and has been presented to the City's legal counsel.

Funding Review or Budgetary Impact: The funding for the two projects are as follows:

- $2,050,000 for the Dayton Creek 4 Special Benefit District paid 100% by the properties located within the benefit district. This project is further financially supported by the Developer contribution toward construction of approximately $585,000.
- $1,075,000 for the 199th Street & Ridgeview Roundabout construction project. Once long-term financed, at the end of the two-year note, ad valorem taxes will support annual debt service in the approximate amount of $63,500. This project is further financially supported by a CARS grant in the amount of $514,000.

Recommendation: Staff recommends approval of a Resolution authorizing the public sale of approximately $3,125,000 principal amount of general obligation temporary notes, 2020A, of the City of Spring Hill, Kansas.

Attachments: Resolution

RESOLUTION NO. 2020-R-__

A RESOLUTION AUTHORIZING THE PUBLIC SALE OF APPROXIMATELY $3,125,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020A, OF THE CITY OF SPRING HILL, KANSAS.

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

Section 1. The General Obligation Temporary Notes, Series 2020A, of the City of Spring Hill, Kansas (the "City"), in the principal amount of approximately $3,125,000 (the "Notes"), shall be offered at competitive public sale on October 8, 2020, at 10:00 a.m. Central Time or at such other date or time approved by the Mayor that is the date of a City Council meeting.

Section 2. The City's Assistant City Administrator, in conjunction with Baker Tilly Municipal Advisors, LLC, the City's Municipal Advisor, is authorized and directed to receive bids for the purchase of the Notes on behalf of the City at the time and place specified above and to report on all bids so received to the Governing Body at its meeting to be held at 7:00 p.m. on such date or at such other time approved by the Mayor in accordance with Section 1, at which meeting the Governing Body shall review the bids and act on the acceptance of the best bid. Such bids for the Notes may be received electronically through an experienced municipal bond electronic bid provider and through other means determined by the Assistant City Administrator, in consultation with Kutak Rock LLP, the City's Bond Counsel, and the Municipal Advisor, to be in the best interest of the City.

Section 3. The Mayor, Assistant City Administrator, and City Clerk are authorized to cause to be prepared and executed a Preliminary Official Statement and final Official Statement for use in connection with the public sale of the Notes.

Section 4. The Assistant City Administrator and City Clerk are authorized and directed to give notice of the Note sale by making copies of the Notice of Sale and Preliminary Official Statement available to prospective purchasers of the Notes.

Section 5. For the purpose of enabling the purchaser of the Notes (the "Original Purchaser") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the appropriate officers of the City are authorized, if requested, to provide the Original Purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Original Purchaser to comply with the requirements of such Rule.

Section 6. The City agrees to provide to the Original Purchaser within seven business days of the date of the sale of the Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Original Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Original Purchaser to comply with the

requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 7. The City agrees to enter into a written agreement or contract on or before the date of delivery of the Notes to provide ongoing disclosure about the City for the benefit of the holders of the Notes as required by Rule 15c2-12(b)(5)(i) of the Securities and Exchange Commission. The City may further designate Bond Counsel as an agent of the City for the purpose of obtaining and disseminating information in connection with such Rule if requested by the City.

Section 8. The City Administrator; the Assistant City Administrator; the City Attorney; the City Clerk; Bond Counsel; the Municipal Advisor; and the other officers and representatives of the City are authorized and directed to take such other action as may be necessary to carry out the public sale of the Notes.

Section 9. This Resolution shall be in full force and effect from and after its adoption.

[*remainder of page left blank intentionally*]

ADOPTED by the Governing Body of the City of Spring Hill, Kansas, on August 27, 2020.

CITY OF SPRING HILL, KANSAS

(Seal)

_____
Steven M. Ellis, Mayor

ATTEST:

_____
Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Tyler Ellsworth, Bond Counsel

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PATRICK BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 20, 2020

Formal Action: Ordinance #_____ 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. 191st 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. 191st 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 #_____ 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

Agenda Item No. 6

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, 191st St. & Ridgeview Rd.

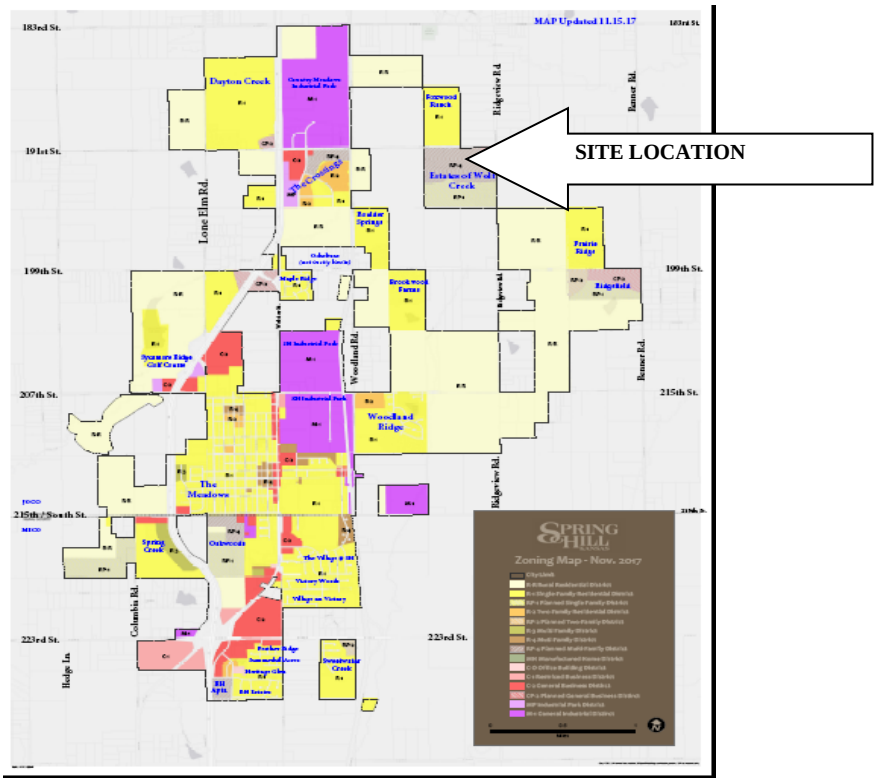
Applicant: USD230

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
Site:	RP-4	Agricultural	Residential
North:	R-R	Agricultural	Institutional
South:	RP-1	Single Family Resid.	Residential
East:	CP-2	Planned General Business.	Planned General Business
West:	RP-4	Institutional.	Planned Multi-Family



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

<u>Suggested Motion</u>: 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*

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. 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.

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.

FORMAL COMMISSION ACTION

6. <u>Conditional Use Permit (CUP-000014-2020) – Spring Hill Middle School #3</u>

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 ready aloud.

I live in Estates of Wolf Creek and I am very concerned about traffic flow on 193rd St, 191st St, and Ridgeview. 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. Busses will be completely separated from other traffic within the school.

Where will the buses go? Busses travel in on 192nd St and out on 192nd 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.

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. 191ST 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 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;

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 August, 2020.

APPROVED BY THE MAYOR this _____ day of August, 2020.

_____
Steven Ellis, Mayor

ATTEST:

_____
Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

_____
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: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: AUGUST 27, 2020
DATE: AUGUST 18, 2020

Formal Agenda: Recreation Complex Lease Addendum

Background: The current ten-year Recreation Complex Lease between the City of Spring Hill (Landlord) and the Spring Hill Recreation Commission (Tenant) contains a clause (Section 4.3) requiring a separate written agreement for any new construction for buildings, athletic fields, restrooms, etc. The Tenant is proposing the construction of a building for storage of maintenance equipment and workspace for staff. The Tenant will incur all construction costs, with all other terms of the existing Lease remaining in place once the facility is completed.

Analysis: The proposed Addendum is the first step in the project. If approved, the Tenant will proceed with site plan applications thru the Community Development Department, Planning Commission and City Council. The addendum contains provisions requiring commercial property insurance showing the new facility is covered by insurance thru the tenant and naming the Landlord.

Alternatives:

1. Approve the Lease Addendum with the Spring Hill Recreation Commission.
2. Deny the Lease Addendum with the Spring Hill Recreation Commission.
3. Table the discussion.

Legal Review: The Addendum has been reviewed by the City Attorney with suggested provisions implemented into the document.

Funding Review or Budgetary Impact:

Recommendation:
Staff recommends the approval of the Recreation Complex Lease Addendum adding section 4.3a to the Recreation Complex Lease dated September 14, 2017.

Attachments: Recreation Complex Lease, September 14, 2017
Proposed Recreation Complex Lease Addendum 4.3a

RECREATION COMPLEX LEASE

THIS LEASE ("Lease") made and entered into this 14th day of December, 2017, by and between the City of Spring Hill Kansas, a municipal corporation organized and existing under the laws of State of Kansas, ("Landlord"), whose address for the purpose of this Lease is 401 North Madison Street, Spring Hill, Kansas and Spring Hill Recreation Commission ("Tenant"), whose address for the purpose of this Lease is 401 North Madison, Spring Hill,Kansas

1. **Grant and Term.**

   1.1 *Leased Premises and Use of Additional Areas.* In consideration of the Rent to be paid and agreements by Tenant to be performed, Landlord leases to Tenant and Tenant leases from Landlord the real property described on Exhibit "A" attached hereto and more commonly referred to as Spring Hill Sports Complex (the "Leased Premises").

   1.2 *Term.* The term of this Lease shall be for a period of ten (10) years, commencing on the date hereof, unless terminated earlier, pursuant to the provisions herein.

   1.3 *Option to Renew or Purchase.* Provided that Tenant is not in default hereunder (either at the time of exercise or at the commencement of the renewal term), this Lease shall be deemed automatically renewed for another ten years unless Tenant gives Landlord written notice, at least six months prior to the expiration of the term that Tenant does not intend to extend the lease. All of the terms and conditions of this Lease shall remain in full force and effect during each renewal term.

2. **Purpose of Lease and Use of Land.** The purpose of this Lease and use of land is for the purpose of enabling Tenant to use the property to provide the public with educational and recreational sports, activities, events, and such other activities as shall be approved by the Tenant and the Spring Hill Recreation Commission.

3. **Rent.**

   During the initial Lease term, Tenant shall pay to Landlord, as Fixed Rent a one-time amount of $10.00.

   3.1 *Taxes.* Tenant shall pay 100% of all Real Estate Taxes, if any, which may be assessed, charged and/or levied against the Leased Premises, including all improvements thereon.

4. Fixtures and Alterations.

4.1 *Renovations & Improvements by Tenant.* Tenant may make or cause to be made such alterations, additions or improvements, or install or cause to be installed any exterior signs, exterior lighting, plumbing, plumbing fixtures or awnings, or make such changes to the on-site improvements as may be necessary for the Tenant's use of the premises as a recreational facility. All renovations and improvements shall comply with the applicable codes and ordinances

4.2 *Removal and Restoration by Tenant.* All alterations and improvements made by Tenant during the term hereof shall remain the property of Tenant for the term of this Lease. Such alterations and improvements may be removed from the Leased Premises prior to the end of the term hereof without the consent of Landlord, so long as the removal of such alterations and improvement does not substantially damage the Leased Premises. In the event of such removal, Tenant shall repair any damage caused thereby. Upon the expiration or termination of the term of this Lease or any renewal thereof, and upon Tenant's vacating the Leased Premises, any remaining alterations and improvements shall become the property of Landlord.

4.3 *New Construction by Tenant.* Any new construction on the premises; buildings, athletic fields, restrooms, storage facility, etc. will require a separate written, mutual, agreement between Tenant and Landlord.

4.4 *Tenant shall Discharge All Liens.* Tenant shall promptly pay all contractors and materialmen for materials used and labor performed with respect to the Leased Premises so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be filed, Tenant shall bond against or discharge the same within twenty (20) days after written request by Landlord.

5. Maintenance, Repairs and Replacement of Leased Premises.

5.1 *Tenant's Responsibilities.* Tenant shall at all times be responsible and shall pay for all repairs and maintenance necessary to maintain the Leased Premises in good condition and repair.

5.2 *Utility Charges.* Tenant shall be solely responsible for and promptly pay all utility charges for, water, gas, electricity or any other utility used or consumed at the Leased Premises.

5.3 *Surrender of Leased Premises.* At the expiration or termination of the tenancy hereby created, Tenant shall surrender the Leased Premises in good order and condition, repair and replacement, reasonable wear and tear and damage by casualty excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease and Tenant's surrender of the Leased Premises.

6. Insurance and Indemnification and Waiver of Subrogation.

6.1 *Insurance.* Tenant shall, at its sole expense, during the entire term hereof, keep in full force and effect the following types of insurance through insurer(s) which hold an A.M. Best rating of "A" or better and which is/are licensed in the state of

a) Commercial general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 aggregate. Such policy shall include coverage for premises and operations, products and completed operations, personal and advertising injury and contractual liability insurance that covers the indemnity obligations of this lease. Such policy or policies shall include Landlord, its managing agents and its lenders as additional insureds on a primary and noncontributory basis, as their interests appear. This policy shall include coverage for bodily injury or property damage liability arising out of fumes from heating or cooling systems or from hostile fires

b) Workers' Compensation and Employers Liability coverage for the state of Kansas. Such policy shall contain a waiver of subrogation in favor of the Landlord.

c) Commercial automobile coverage with limits of at least $1,000,000 per accident for owned, leased, hired and non-owned motor vehicles.

d) Commercial umbrella or excess liability coverage with limits of at least $1,000,000 per occurrence and aggregate that provides excess coverage with at least as broad of terms and conditions as the primary commercial general liability, employers' liability and commercial automobile policies referred to above, including coverage for the Landlord, its managing agents and lenders as additional insureds on a primary and noncontributory basis.

e) Tenant shall require any contractor of Tenant performing work in, on or about the Premises or Tenant's improvements to obtain and maintain insurance with provisions identical to those required above including listing the same parties as additional insureds for ongoing and completed operations.

f) Commercial Property Insurance for Real and Personal Property. Tenant shall also keep and maintain during the term of this Lease a commercial property policy for the described premises on a Special Causes of Loss form as published by the Insurance Services Office or better. Such coverage shall be written with limits of at least 100% of the replacement cost, without coinsurance, for all improvements, alterations and betterments and other real and personal property owned by Tenant or for which Tenant is responsible. The property policy may contain a deductible provision not exceeding $10,000, and may be on a blanket basis covering the Premises and other locations in which Tenant has an interest. The property policy shall contain coverage for business income and extra expense for the Special form causes of loss and shall be for a period coverage of restoration of at least twelve (12) months.

g) Tenant agrees to deliver certificates of all insurance required under above to Landlord prior to any entry upon the Premises, and not less than thirty (30) days before the expiration of any policy. Further, Tenant agrees to provide complete copies of all policies to the Landlord upon request. In the event of cancellation or material change in any of the above policies, Tenant and its insurer shall agree to provide to Landlord at least 10 days advanced notice of any such change or cancellation.

6.2 *Indemnification.* Tenant shall indemnify and hold harmless and defend the Landlord and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Tenant or anyone claiming by, through or under Tenant; or (ii) the breach of any of Tenant's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Tenant and Landlord, but excluding any Damages arising solely from the negligence or willful misconduct of the Landlord. The covenants contained in this paragraph shall survive the termination of this Agreement.

6.3 *Waiver of Subrogation.* Each of the parties hereto does hereby release the other party from all liability for damage due to any act or neglect of the other party (except as hereafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss from which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the grossly negligent and willful acts of either of the parties. The party's further covenant that any insurance obtained on their respective properties shall contain an appropriate provision whereby the insurance company or companies consent to the mutual release of liability contained in this paragraph.

7. Assignment and Subletting.

7.1 *Assignment.* Tenant may, with the prior written consent of Landlord which will not be unreasonably withheld, assign this Lease or any interest herein, to the Spring HillRecreation Commission.

7.2 *No Release of Tenant.* No subletting or assignment shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. In the event of default by any assignee ofTenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor.

8. Damage or Destruction.

If the Leased Premises are damaged or destroyed, in whole or in part, by fire or other casualty which renders the same partially untenable at any time, such fire or casualty shall not work a termination of this Lease nor authorize Tenant or those claiming by, through or under it to quit and surrender possession thereof, and Tenant shall cause the same to be repaired in and restored.

9. *Default of Tenant*.

9.1 *Right to Re-Enter.* In the event of any failure of Tenant to perform any term, conditions or covenants of this Lease to be observed or performed by Tenant, then Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises.

9.2 *Right to Relet.* Should Landlord elect to re-enter the Leased Premises, or should they take possession pursuant to legal proceedings or pursuant to any notice provided for by law, they may either terminate this Lease or they may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet said Leased Premises or any part thereof for such term or terms and conditions as Landlord, in its sole discretion, may deem advisable.

9.3 *Remedies Cumulative.* Landlord's remedies as specified herein are cumulative and in addition to any rights or remedies available to them in equity or law.

9.4 Except as otherwise provided herein, Tenant hereby waives all notice of any election by Landlord hereunder, demand for Rent, notice to quit, demand for possession and any and all notices and demands which may or shall be required by any statute of the state of Kansas relating to forcible entry and detainer, or to Landlord and Tenant, and in addition to other legal remedies hereinbefore or hereinafter provided for, in case of violation of any covenants by Tenant.

10. Access by Landlord. Landlord or Landlord's representatives shall have the right to enter the Leased Premises at all reasonable times.

11. Tenant's Property, Transfer, Notification of Landlord.

11.1 *Taxes on Leasehold.* Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against Tenant's leasehold interest, leasehold improvements and personal property of any kind owned by or placed in, upon or about the Leased Premises by Tenant.

11.2 *Loss and Damage.* Landlord shall not be liable for any loss or damage to Tenant's improvements to the Leased Premises, its trade fixtures or personal property, or the property of others located on the Leased Premises, other than due to the negligence of Landlord, their employees or agents.

11.3 *Notice by Tenant.* Tenant shall give immediate notice to Landlord in case of fire or accidents on the Leased Premises and will notify Landlord of any defects discovered on the Leased Premises by Tenant.

12. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in this Lease.

13. **Quiet Enjoyment.** Upon payment by Tenant of the Rent and all other sums due hereunder, and upon the observance and performance of all the covenants, term and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised, without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the terms and conditions of this Lease.

14. **Governmental Regulations.** Tenant shall, at Tenant's sole cost and expense, comply with all requirements of all county, municipal, state, federal and other applicable governmental authorities now in force or which may hereafter be in force pertaining to its operations at the Leased Premises.

15. **Miscellaneous.**

15.1 *Waiver.* Any forbearance by Landlord in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

15.2 *Headings.* The headings to the various Sections herein are for convenience only and do not define or limit the terms hereof and do not constitute a part of this Agreement.

15.3 *Choice of Law.* This Agreement was made and entered into in the State of Kansas and shall be governed by the laws of the State of Kansas as they may exist from time to time.

15.4 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. There are no verbal understandings, agreements, representations or warranties which are not expressly set forth herein. By execution hereof, each party certifies that he has read this Agreement and understand the various duties and obligations assumed hereunder.

15.5 *All Amendments in Writing*. This Agreement may not be amended except in writing signed by the duly authorized representatives of the parties hereto.

15.6 *Notices*. Any notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party to whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent, as applicable. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid. Until changed by written notice given by one party to the other, the addresses and numbers of the parties shall be as follows:

LANDLORD
City of Spring Hill
Mayor
401 North Madison Street
P. O. Box 424
Spring Hill, Kansas 66083

TENANT
Spring Hill Recreation Commission
Board Chairman
123 S. Main Street
P. O. Box 26
Spring Hill, Kansas 66083

15.7 *Partial Invalidity*. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15.8 *Construction of Lease.* The parties acknowledge that each party and its counsel have had the opportunity to review and negotiate the terms and conditions of this Lease, and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

15.9 *Binding Effect*. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease is executed as of the date first above written.

Landlord
City of Spring Hill, Kansas

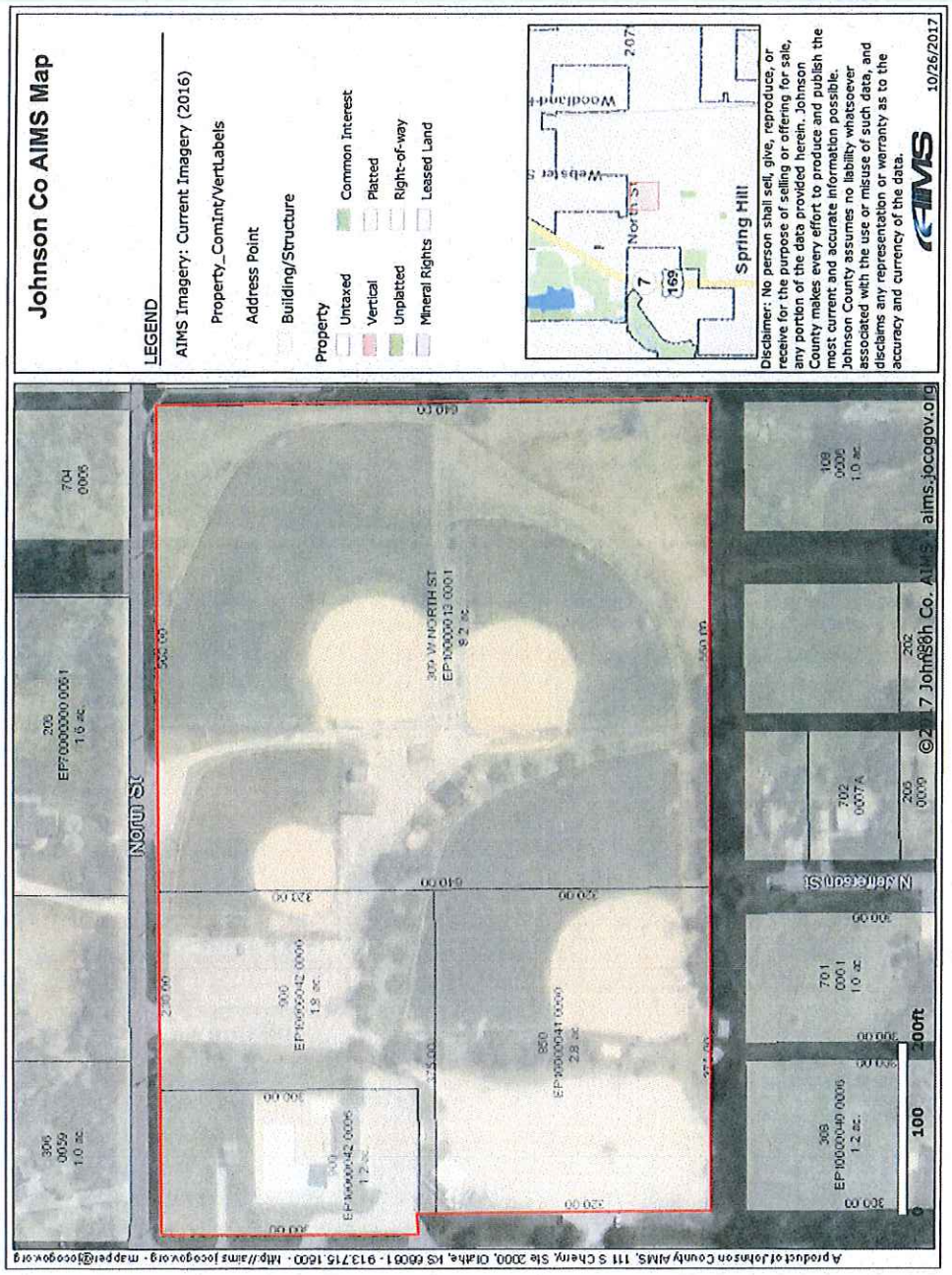
Steven Ellis, Mayor

CITY OF SPRING HILL
CORPORATE
SEAL
KANSAS

Tenant
Spring Hill Recreation Commission

Troy Mitchell, Board Chairman

Exhibit "A".


Johnson Co AIMS Map
LEGEND
AIMS Imagery: Current Imagery (2016)
Property_ComInt/VertLabels
Address Point
Building/Structure
Property
Untaxed
Vertical
Unplatted
Mineral Rights
Common Interest
Platted
Right-of-way
Leased Land
Spring Hill
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AIMS
10/26/2017
North St
N Nelson St
©2017 Johnson Co. AIMS aims.jocogov.org
0 100 200ft
A product of Johnson County AIMS, 111 S Cherry, Ste 2000, Olathe, KS 66061 - 913.715.1600 - http://aims.jocogov.org - mapper@jocogov.org

RECREATION COMPLEX LEASE – Addendum 4.3a

THIS ADDENDUM ("Addendum") made and entered into this _____ day of _____, 2020, by and between the City of Spring Hill Kansas, a municipal corporation organized and existing under the laws of State of Kansas, ("Landlord"), whose address for the purpose of this Lease is 401 North Madison Street, Spring Hill, Kansas and Spring Hill Recreation Commission ("Tenant"), whose address for the purpose of this Lease is 123 Main Street, Spring Hill, Kansas. Section 4.3 of the December 14, 2017, Recreation Complex Lease is deleted, and in its place is substituted the following Section 4.3 and Subsection 4.3a.

4.3 *New Construction by Tenant.* Any new construction on the premises; buildings, athletic fields, restrooms, storage facility, etc. will require a separate written, mutual, agreement between Tenant and Landlord.

4.3a *Maintenance Facility Construction.* Tenant will construct a new maintenance facility on the real property described in Exhibit "A" of the Leased Premises. The specific location of the new maintenance facility is highlighted in Exhibit "B." The purpose of this facility will be for storage of maintenance equipment and supplies, indoor maintenance work space, and administrative office and staff space. The Tenant will incur all construction costs and fees related to construction of the facility. All other terms and conditions of the "Recreation Complex Lease" will be applicable and included for this new facility when construction is completed. Construction shall be completed in a workmanlike manner no later than July 31, 2021. At the expiration or termination of the Lease term, including any renewal thereof, the new maintenance facility will remain on the Leased Premises, and become the property of Landlord. Upon completion of construction, Tenant shall provide Landlord a commercial property insurance certificate showing that the new facility is covered by the insurance that Tenant is to provide under Subsection 6.1.(f), naming Landlord as loss payee as its interests appear.

LANDLORD
City of Spring Hill
Mayor
401 North Madison Street
PO Box 424
Spring Hill, KS 66083

TENANT
Spring Hill Recreation Commission
Board Chairman
123 S. Main Street
PO 26
Spring Hill, KS 66083

IN WITNESS WHEREOF, this Addendum is executed as of the date first above written.

Landlord
City of Spring Hill, Kansas

_____
Steven Ellis, Mayor

Tenant
Spring Hill Recreation Commission

_____
Troy Mitchell, Board Chairman

Exhibit "A".

Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2016)

Property_ComInt/VertLabels

Address Point

Building/Structure

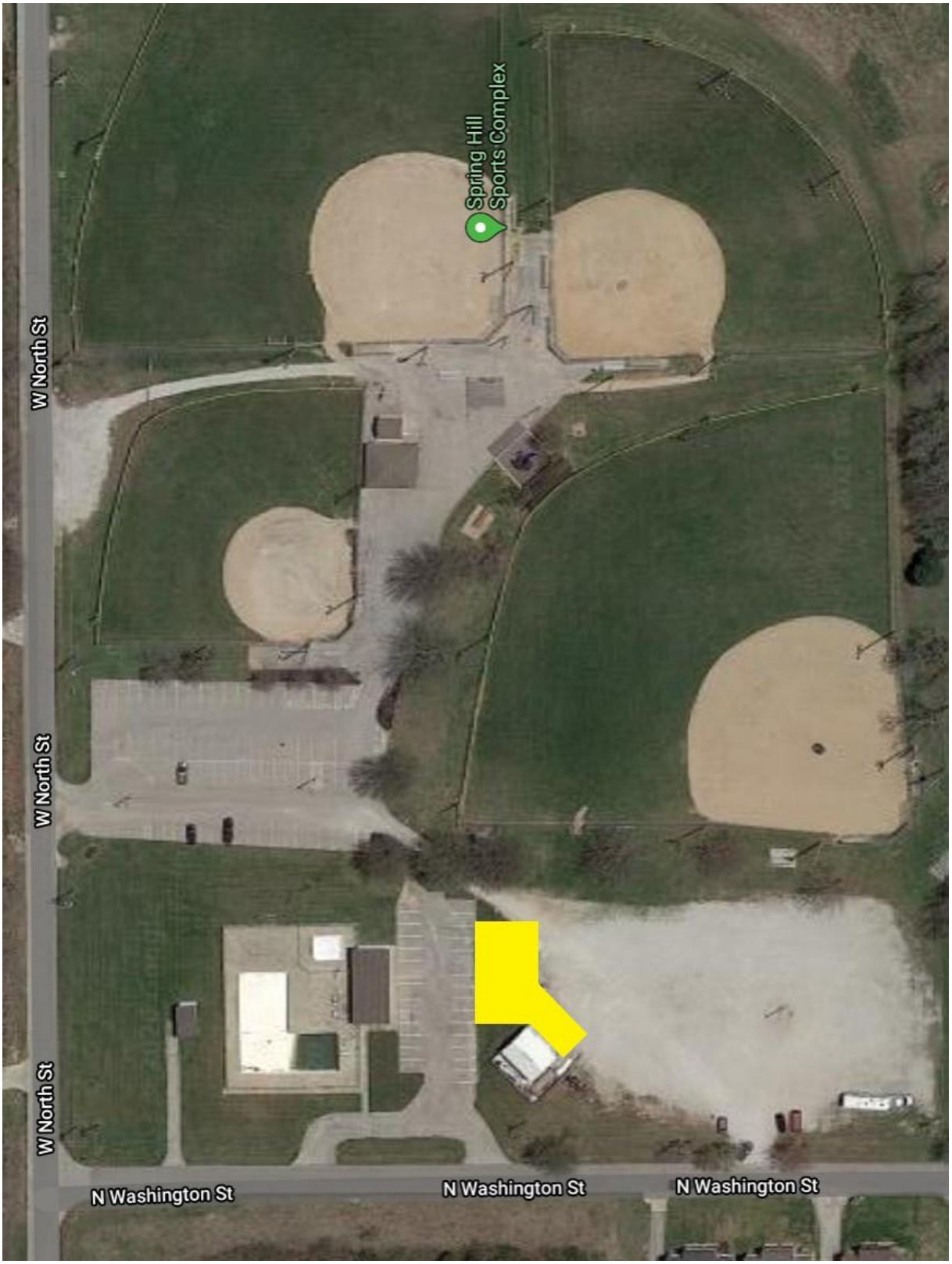
Property

- Untaxed
- Vertical
- Unplatted
- Mineral Rights
- Common Interest
- Platted
- Right-of-way
- Leased Land

Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.

AIMS 10/26/2017

Exhibit "B".


Spring Hill
Sports Complex
W North St
W North St
W North St
N Washington St
N Washington St
N Washington St

AGENDA ITEM REVIEW SHEET

TO:	GOVERNING BODY
SUBMITTED BY:	GREG S. KENDALL, P.E.
MEETING DATE:	August 27, 2020
DATE:	August 6, 2020

Consent / Formal Action / Discussion Item: Formal Action

Issue: Consider approval of bid for Wastewater Treatment Plant Aeration and Clarification Equipment Replacement submitted by Mega KC Industries.

Background: The wastewater treatment plant improvements have been in planning since last year, with design to be completed in 2020 and construction in 2021. Emergency repairs to to east clarifier were recently performed. This project includes replacement of the west clarifier equipment, and equipment replacement for the east and west aeration basins.

Analysis: The bid tab and recommendation letter are attached and have been reviewed by City staff. Mega KC has prior experience with the WWTP, having recently performed the contract to replace the ultraviolet disinfection system.

Funding Review or Budgetary Impact: This recommendation is being presented in accordance with the Spring Hill Purchasing Policy. The construction is being funded by the wastewater utility, which has adequate funds for this purpose.

Recommendation: Staff recommends the governing body authorize Mayor Ellis to execute the Notice of Award to Mega KC Industries for the base bid and alternate bids in the total amount of $436,400.

Attachments: Bid tab and recommendation letter.

LAMP
RYNEARSON

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

August 6, 2020

Mr. David Carr, Utility Superintendent
City of Spring Hill
502 E. Nichols Street
Spring Hill, KS 66083

RE: Bid Recommendation
Wastewater Treatment Plant
Aeration and Clarification Equipment Replacement
Project No. 0320005.04

Dear Mr. Carr:

On August 4, 2020, bids were received for the replacement of the aeration and clarification equipment at the Spring Hill, Kansas Wastewater Treatment Plant. Bids were received from Crossland Heavy Contractors, David E. Ross Construction and Mega KC Corporation. In addition to the Base Bid for the aeration and clarification equipment, alternate bids were received for the replacement of a blower motor (Alternate Bid No. 1) and for the replacement of control panel PLCs (Alternate Bid No. 2).

The Base Bid prices varied from $389,600 to $450,000, with Mega KC submitting the low bid. David E. Ross Construction, the number two bidder with a price of $418,400, pays his crews Missouri wages. The $60,000-dollar range in base bid prices is within the normal range for a project of this size. The lowest bid price is above the engineers estimate due to the equipment cost being roughly 46% above the budget estimate provided by the supplier.

As with the aeration and clarification equipment, the blower motor and PLCs included in the Alternate Bids are original equipment to the facility and nearing the end of their expected life. Mega KC Corporation recently replaced the ultraviolet disinfection system at the treatment plant and is capable of completing this project. Lamp Rynearson recommends awarding the contract to Mega KC Industries for the Base Bid, Alternate No. 1 and Alternate No. 2 for a total amount of $436,400.

Sincerely,
LAMP RYNEARSON

Greg S. Kendall, P.E. ENV SP
Senior Project Manager
C: Project File

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance: 08-28-2020

Owner:	City of Spring Hill, Kansas	Owner's Contract No.:	
Engineer:	Lamp Rynearson	Engineer's Project No.:	0320005.42
Project:	Wastewater Treatment Plant Aeration and Clarification Equipment Replacement	Contract Name:	Wastewater Treatment Plant Aeration and Clarification Equipment Replacement
Bidder:	Mega KC Industries		
Bidder's Address:			

TO BIDDER:

You are notified that Owner has accepted your Bid dated [August 4, 2020] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base Bid, Alternate Bid No. 1 and Alternate Bid No. 2 of the Aeration and Clarification Equipment Replacement.

The Contract Price of the awarded Contract is: $ 436,400.00 *[note if subject to unit prices, or cost-plus]*

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner all five (5) original copies of the Contract Documents, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Spring Hill, Kansas

Authorized Signature

By: _____

Title: _____

Copy: Engineer

LAMP RYNEARSON

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City of Spring Hill

Bid Tabulation

Wastewater Treatment Plant Aeration and Clarification Equipment Replacement

Engineer's Estimate: $340,000 base. $385,000 total

BIDDER	BID BOND	ADDENDUM 1 ACKNOWLEDGED	BASE TOTAL BID	ALTERNATE 1	ALTERNATE 2	TOTAL
Crossland	X	X	$450,000	$8,500	$36,000	**$494,500**
Ross Construction	X	X	$418,400	$9,848	$36,462	**$464,710**
Mega KC	X	X	$389,600	$7,300	$39,500	**$436,400**