

March 24, 2020

To: Spring Hill Residents

Re: Public Meetings: Governing Body, Planning Commission, Cemetery Board, Parks Advisory Board

In an effort to better protect residents and city staff, it has become necessary to adopt temporary changes to the meetings of the Spring Hill Governing Body, Planning Commission and Cemetery Board, and Parks Advisory Board.

Following recommendations from the CDC and the emergency declarations from the Johnson County health official, we will be providing access to the public as noted below and we will be limiting the number of people in a meeting to 10, including staff and elected/appointed officials. We have received and are implementing the guidance from the Kansas Attorney General regarding public meetings during an emergency declaration and are implementing that guidance to maintain compliance with the Kansas Open Meetings Act.

During this time of health emergency, we will be prudent with our business agenda and deferring action when feasible. Please note the following information regarding access to public meetings and adjusted procedures during the meetings:

- Meeting agendas and supporting documents are available at www.springhillks.gov under Agendas and Minutes
- Attendance at meeting will be limited to 10 individuals including Governing Body (or Board members) and staff
- Public access to meetings is available via phone or by the link to be provided at the City of Spring Hill website www.springhillks.gov. You will be able to listen to the meetings utilizing either method. The phone number along with conference ID and a website link will be posted on the city website no later than 12:00 (noon) on Thursday, March 26, 2020.
- Public comments will be accepted for agenda items only. In order to ensure that comments are available to the appropriate body, we ask that comments be submitted in writing by 12:00(noon) on the day of the meeting to cityclerk@springhillks.gov. Comments submitted will be read at the time of consideration of the agenda item referenced in the comments.
- The meeting Chair will announce prior to start of the meeting that all materials related to the agenda are available on the city's website, www.springhillks.gov, and that no additional materials will be provided at the meeting unless absolutely necessary.
- Audio of meetings will be placed on our website as soon as possible
- Council Chambers will be arranged for maximum attendance of 10 with seating to accommodate social distancing
- The meeting Chair will recognize all speakers to ensure those listening know who is speaking
- All votes will be by roll call
- Each motion will be clearly stated
- Each vote tally will be clearly announced
- For council meetings, the mayor will identify any scheduled executive sessions at the time of agenda approval. Any executive sessions will follow required protocol

We appreciate your patience and understanding as we continue our efforts to provide the public services you expect and need.

Jim Hendershot
City Administrator



**AGENDA
CITY COUNCIL REGULAR MEETING
THURSDAY, MARCH 26, 2020
SPRING HILL CIVIC CENTER
401 N. MADISON, COUNCIL CHAMBERS
7:00 P.M.**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

Public comments will be accepted for agenda items only. In order to ensure that comments are available to the Governing Body, we ask that comments be submitted in writing by 12:00(noon) on the day of the meeting to cityclerk@springhillks.gov Comments submitted will be read at the time of consideration of the agenda item referenced in the comments.

CONSENT AGENDA:

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

1. Approval of Minutes: February 13, 2020
2. Approval of Minutes: February 27, 2020, Regular Meeting
3. Appropriation Order 2020-03-26
4. Consider Approval of Temporary Use Permit: TUP-000007-2020, H.E.R.S.
5. Consider Approval of Temporary Use Permit: TUP-000008-2020, Farmers Market
6. Consider Approval of Temporary Use Permit: TUP-000009-2020, H.E.R.S.

7. Consider Approval of Agreement: Johnson County Watershed Organization 3
8. Consider Approval of Agreement: 2020 Community Development Block Grant (CDBG), Engineering Services, Lamp Rynearson
9. Consider Approval of Improvement Agreement: 185th Terrace & Webster Street, Store What? LLC, Cummins Property, 2nd Plat
10. Consider Approval of Final Plat (FP-07-19): 185th Terrace & Webster Street, Store What? LLC, Cummins Property, 2nd Plat
11. Consider Approval of Improvement Agreement: 201st & Balsam Street, Brookwood Farms, 5th Plat, Engineering Solutions
12. Consider Approval of Final Plat (FP-08-19): 201st & Balsam Street, Brookwood Farms, 5th Plat, Engineering Solutions

FORMAL COUNCIL ACTION

13. Consider Review of Declaration of a State of Local Disaster Emergency for Spring Hill, Kansas
14. Consider Developer Reimbursement Agreement: Dayton Creek SBD4, Plat 6
15. Consider Award of Bid: Dayton Creek SBD4, Plat 6 Construction
16. Ordinance No.: 2020-XX: Small Cell Micro Towers
17. Consider Request to Purchase Live Streaming Equipment

ANNOUNCEMENTS and REPORTS

ADJOURN

City of Spring Hill, Kansas
Minutes of City Council Regular Session
February 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 February 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
Jim Boyer, Director of Public Works
Patrick Burton, Community Development Director

Consultants in attendance: Frank Jenkins, City Attorney
Tyler Ellsworth, Bond Counsel

INVOCATION

The invocation was given by Mayor Ellis.

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

Councilman Owen requested to move Item 4. CK Power Generator Service Agreement and Item 5. MicroComm SCADA Telemetry Agreement to Formal Council Action. With no further changes, the Mayor requested a motion to approve the agenda.

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

CITIZEN PARTICIPATION

Bill Peterman (19431 W. 200th Street), thanked Councilman Owen and Councilman Eckert for attending the Planning Commission meeting and likes seeing a Planning Commissioner attend the Council meeting. He likes transparency and working together. Mr. Peterman asked if more information could be provided to the public for items on the Consent Agenda and during the worksession. The Mayor confirmed with the City Clerk that the agenda packet, which is posted on the City's website, includes the Agenda Review Sheet and is available to the public. The Mayor suggested to Mr. Peterman to work with the City Clerk, either about having trouble viewing the information online, or if it's not enough information, then staff can make some adjustments. The Mayor apologized that handouts were not available during the worksession and directed the City Administrator to post the worksession document on the website.

CITIZEN PARTICIPATION

Roger Welsh (21914 Columbia Road) stated that he was a Planning Commissioner and addressed the Governing Body about the Fiber RFP that was voted on to proceed with a fiber network in the City. He asked the following questions: Why did the City choose the more expensive solution? Why is the City spending \$100K more when there is a company willing to invest \$3-5 million in the community and not letting them come to Spring Hill?

Councilmember Hughes responded that the City is not holding the company back. RG Fiber, the company you are referring to, announced before the RFP was released, that they were coming to the City no matter what and the City was very happy to see that they submitted an RFP. The City wants them to come and to be part of a competitive nature for the rest of the citizens. When compared to the other companies, ALLO Communications received great reviews and connectivity. They have more connections in different places that would provide better reliability to the City. ALLO also submitted the timeframe of 24 months to provide fiber to the citizens. The vote that was held at the last meeting was to start moving forward with a contract that will lay out the terms and how it will benefit the citizens.

The Mayor stated that if the terms and conditions of the contract are not agreeable and beneficial to the residents, then the City is under no obligation to move forward. The public will have the opportunity to view and comment on the contract prior to moving forward.

Staff confirmed that the City will own the dark fiber connected to the City buildings and will be responsible for maintenance. It will be less expensive to own since the City will have the opportunity to bid out to multiple companies for City operating services. The City currently leases from one provider, who dictates the cost.

The Mayor requested a cost benefit analysis for the City-owned fiber and post the information on the City's website.

CITIZEN PARTICIPATION

Roy Riffel, (20024 Barker Street), addressed the Governing Body about a water drainage issue in his neighborhood. He explained that the City was working with the developer from Brookwood Farms and the owner of the abutting property, which will soon be a new subdivision. He explained the work that had been done by bulldozers to the abutting property, which included a drainage ditch and hasn't seen any activity for 3-4 months. He explained that he has lived at this residence since 2016 and never experienced water problems. He submitted photographs of his backyard and requested that it be taken care of, and not at the expense of his neighbor. He doesn't think they should have to deal with the water problems going on at their residence either.

The Mayor requested that Mr. Hendershot and Mr. Boyer get the information from Mr. Riffel and work with the developer and get a plan of action in place and report back at the next meeting.

Mr. Riffel also thanked Councilwoman Hughes for doing the Facebook livestream at the council meeting and challenged the Governing Body of making these meetings available online. Mr. Riffel requested clarification on the need of dark fiber between the City buildings.

Councilwoman Hughes explained that the City reviewed their current service and the need to increase the speed. The City currently leases the fiber and were told that the speed could be not increased. The City looked at what was most beneficial and owning the dark fiber was the recommendation. As stated earlier, staff will put together a cost benefit analysis to indicate the cost savings of owning dark fiber.

Mr. Riffel stated that he has no connection to RG Fiber but said that RG Fiber wanted to come in 2017, which he brought those minutes to the council at a previous meeting. They (RG Fiber) wanted to come in and do exactly what they want to do now, were turned away and were told a different agenda than what the citizens were being told. There was a welcome committee and now the City is paying someone else to come into our town. He understands that they are going to own their own equipment, but they also get the advantage of the one-dig policy and RG Fiber doesn't necessarily get.

The City Administrator explained that the permit fees are waived for anyone who will provide gigabit services to businesses and government services. Once the dig once policy is in place, the providers can coordinate amongst themselves to put it in the same ditch, but that would be between the providers.

The Mayor explained that the policy for waiving the permit fees was requested by RG Fiber in order to make it financially feasible to begin work. Three things that RG Fiber requested was waiver of permit fees, access to water, and it would be helpful if they could store materials on City facilities. One of the stipulations that we put in that Mr. Burton recommended, was that it had to be gigabit capable service and it had to be made available to residents and businesses related to government.

Mr. Riffel stated that at another meeting, he mentioned that for two years citizens looked at this processes in getting us the internet and now it's like a very strong 75% getting the city internet and the 25% is to get it to citizens. Get the City buildings within six months and 24 months will be the residents, which is a joke, there is no way they are going to get that done in 24 months. If they can, then so be it. But the whole time the residents were going to get internet and I feel like there was this fine writing that said something about the City. I heard you echo earlier you said in that meeting last time that neither of the two companies that we currently have will upgrade to 1 gig or have upgraded to 1 gig. You also mentioned that if they didn't pass that ALLO contract today, you have killed three years' worth of work and people are stuck with what they have for the existing future with no plan to make it better. And that absolutely is not true. The companies today are investing and expanding their 1gig network and Suddenlink is currently out there doing it now going from their node on and CenturyLink is investing more to get their 1 gig. I have benefited from it; today I have 1 gig within the city limits. He went from three years ago of having 10 meg to 1 gig today and they upgraded my entire neighborhood is done. He's been working with CenturyLink and has been talking to more than just the person on the phone and they have told me that their plan is to continue to move forward. It is an expense, just like RG Fiber, they said we'll go where the money takes us, that's what they have said too and my neighborhood was one that was very strong and they said we will upgrade if you bring it here and everybody in my neighborhood had no internet for a few hours yesterday, so I could get on it and the rest of them will too.

Mr. Riffel stated that we have two new council and one returning, and one thing I can't stand about politicians, I love people who are in the political world that aren't politicians, one thing I can't stand about politicians is that when they run, they make all these promises and all these things they want to do and then they never do it. They just know what the taxpayer wants and what the voter wants so, go back to your notes and see what the things you guys have said would do and I ask that you guys do them.

PRESENTATION: 2019 Year-end Report, Chief Cindy Henson

Chief Henson provided an overview of the activities in 2019, which was an exciting year filled with renewed energy and hope for the future. The department defined their core values, which was a collective effort of the entire department. Last year, the focus fell into four categories, which

included technology upgrades, policy updates, hiring process and a new look to the department. Chief Henson also provided the goals for 2020.

PRESENTATION: 2019 Year-end Report, Glenda Gerrity, City Clerk

The City Clerk provided the 2019 and 2018 data for municipal court, licensing and the highlights for 2020. The Mayor suggested to review the pet licenses and open records policy for discussion at a future meeting.

CONSENT AGENDA

Motion by Leaton, seconded by Owen, to approve the Consent Agenda:

1. **Approval of Minutes: January 23, 2020, Regular Meeting**
2. **Appropriation Order 2020-02-13**
3. **Consider Acceptance of Permanent Easement: Veterans Park Water Line Utility Easement, South Wind Farms, LLC, Mr. Harold Phelps**

Motion carried 5-0-0.

FORMAL COUNCIL ACTION

4. Consider Acceptance of Agreement: CK Power Generator Service Agreement

The Director of Public Works presented the service agreement extension with CK Power for generator services. There is a total of twelve (12) generators located strategically throughout the city and at most city facilities that serve as backup electrical power supply during power outages. Based upon the work history in maintaining these units over the past year, staff believes that CK Power has met or exceeded their obligations and responsibilities. All documents were reviewed by the City Attorney and Insurance consultant. Funding for services will impact the Water, Sewer, Police, and City Hall Budgets.

Staff recommended to approve the Agreement to Extend the Contract in 2020 for Generator Services to CK Power for \$10,324.00.

Motion by Leaton, seconded by Owen, to approve the contract for Generator Services to CK Power for \$10,324.00. Motion carried 5-0-0.

5. Consider Acceptance of Agreement: MicroComm SCADA Telemetry Agreement

The Director of Public Works presented the Extended Service Warranty Agreement with MicroComm for the Supervisory Control and Data Acquisition (SCADA) Telemetry System. They have provided the SCADA Telemetry Monitoring maintenance contract for many years. MicroComm shall be liable for the cost or repair of any MicroComm manufactured defective equipment and for damage caused by lightning, part replacement, phone support and internet troubleshooting. The service plan offered for these system controls are proprietary to

MicroComm. All documents have been reviewed by the City Attorney and Insurance Consultant. Funding for services will impact the Water and Sewer Budgets.

Staff recommended to approve the renewal of the Micro-Comm, Inc. Extended Service Warranty Plan for 2020 and 2021 for \$10,300.00; costs paid through the Water and Sewer Funds.

Motion by Leaton, seconded by Owen, to approve the Micro-Comm Telemetry Agreement for \$10,300.00. Motion carried 5-0-0.

6. Consider Resolution No. 2020-R-XX: Comprehensive List of Fees for Community Development Department

The Director of Public Works presented the resolution for the comprehensive list of fees for Community Development to include an adjustment to the Right-of-Way (ROW) permit fee.

Staff re-evaluated the ROW permit fees to ensure the City maintains the level of interest that is in-line with our competing communities. Staff elected to consider an adjustment from a “per parcel” fee to a “parcel fee for the first parcel” with an additional fee for each additional 1000’ linear feet.

At the January 23, 2020 City Council meeting, it was the consensus of the City Council to agree with the Right of Way Permit Fee Adjustment as proposed by staff.

Staff recommended to approve the Right of Way Permit Fee Adjustment to reflect: ROW Permit Fee - \$100.00 for First Parcel then \$100.00 for each additional 1000 linear feet.

Motion by Leaton, seconded by Eckert, to approve Resolution 2020-R-01. Motion carried 5-0-0.

DISCUSSION

7. Webster Street Improvements

The Public Works Director presented information regarding the options for the repair of Webster Street. He presented the pavement condition index and repair options that included patch repair/crack seal, chip seal, 2” mill and overlay and ultra-thin bonded asphalt surface (UBAS). He also provided the budget for each option. After discussion, the Mayor requested that Mr. Boyer work with Councilman Leaton and the City Engineer and find out more information about the UBAS option to further discuss at the first meeting in March.

EXECUTIVE SESSION

Motion by Leaton, seconded by Owen, to recess into Executive Session for 10 minutes to discuss Dayton Creek Subdivision pursuant to the attorney-client exception of K.S.A. 75-4319 (b) (2) of the Kansas Open Meetings Act. The open meeting will resume in the City Council Chambers at 9:15p.m. Persons to be in attendance are the following: Jim Hendershot, City Administrator, Melanie Landis, Assistant City Administrator, Tyler Ellsworth, Bond Counsel, and Frank H. Jenkins, Jr., City Attorney.

Motion carried 5-0-0.

The meeting recessed at 8:55p.m. with the executive session to begin at 9:05pm.

The meeting reconvened at 9:15p.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.

ADJOURN

Motion by Leaton, seconded by Eckert, to adjourn.

The meeting adjourned at 9:16p.m.

Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

City of Spring Hill, Kansas
Minutes of City Council Regular Session
February 27, 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 February 27, 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
 David Hogue, Lieutenant
 Jim Boyer, Director of Public Works

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

Request to delete the 2019 Year-end Report for Community Development and table the February 13, 2020 minutes, since it is a requested item on the Citizen Participation sign-in sheet.

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

CITIZEN PARTICIPATION

Chad Allenbrand, 20929 Maple Terr, addressed the Governing Body about the problems he is experiencing with Suddenlink, who provides his internet service. Since January 29th, he has encountered 16 outages. He understands that there are two different entities that share a common network and when one of them goes down, they both go down, which affects businesses and homes. He asked if the City could help by

reaching out to Suddenlink and find out what their plans are now to improve their network to make it more stable.

The Mayor requested to meet with the City Administrator after the meeting to discuss what the City can do to assist with this matter.

CITIZEN PARTICIPATION

Cheryl Findley, 23306 S. Hickory Court, business owner, addressed the Governing Body about her internet issues she is having with Suddenlink. She provided examples of how she processes her credit card operations that she used in the year 2000 and continues to use these processes when her internet goes out. She has experienced four internet outages in the previous two weeks. Her business runs 362 days a year, averaging 12 hours a day. She respectfully requested that the City find a sustainable solution at a reasonable rate for a growing deserving community.

As a business owner, Councilman Graves understands and shares her frustration. He stated that some of the Main Street businesses have had good luck with CenturyLink. He believes that they lost service 3-4 times in the two years they have been at their location. He is an advocate for business owners and hopes to get something done soon.

CITIZEN PARTICIPATION

Roger Welsh, 21914 Columbia Road, addressed the Governing Body about the Broadband Task Force vision to get internet for the residents of Spring Hill. He believes that has turned into a City initiative to get an expensive fiber network installed with the hopes to have multiple providers come in and over build the City with little ROI (return on investments) incentive. He shared his views regarding expenses and problems if the City owned its fiber network, including maintenance, replacement parts, and staff to maintain the system. At the last meeting, the Mayor requested that a cost analysis of this project be posted, which he still has not seen. His final thoughts are that he wants the City to do what the rest of the town wants by having better access to the internet to run the businesses, jobs and home. He requested the City Council to stop negotiations with ALLO and not install a dark fiber network to City buildings that will ultimately cost the City more money over time and get the city out of business of trying to be a fiber owner.

The Mayor thanked Mr. Welsh.

CITIZEN PARTICIPATION

Kari Fisher, 701 W. Spring Street, stated that she respects the process and understands that bringing in the competition is important. She recognized that the City has discussed short- and long-term goals and asked the Governing Body to consider 10-20-year goals and to look at the quality of life in Spring Hill. She stated that if the City is going to spend \$350K on the internet today, the City also needs to look at what they are leaving behind, such as parks for teenagers, shady benches on Main Street for senior citizens and trails for walking/biking, water quality, and water drainage. Ms. Fisher stated instead of spending \$350K, we could also look at what the One Dig Policy provides for our community and come up with a responsible accountable solution for all the citizens, business owners and future generations.

The Mayor thanked Ms. Fisher.

CITIZEN PARTICIPATION

Kevin Herndon, 511 S. Harrison, stated that he requested records from the City that showed the communication between City Council and City Administration. With the notice that was published on the 24th, he assumed that talks stopped with word of an investigation, along with the community. He asked if they have stopped or is the City moving at this point.

The Mayor responded, regarding the RFP, the Governing Body had directed that negotiations continue; however, any negotiations for a contract are not going to move that contract to formal action until the District Attorney has completed its investigation. He added that the District Attorney's office has assigned their top investigator and District Attorney Howe has committed that this investigation is a top priority for his office.

Mr. Herndon added that in his opinion, that not one citizen benefits from spending of tax dollars on a dark fiber network for the City. He believes that it's the beginning of more expenses for maintenance and insurance that cost's thousands in equipment on both ends of the spectrum. He also stated that he has not seen the cost benefit analysis that was mentioned at the last meeting.

The Mayor stated that copies of the cost benefit analysis will be available this evening and will be posted on the City's website tomorrow.

Mr. Herndon asked if the fiber was going to be installed underground or aerial.

The Mayor could not answer that since he intentionally removed himself from the RFP process because he was working with entities who indicated their desire to come into the community that were not a part of that process.

Councilmember Hughes stated that the RFP requested that the fiber be installed underground. The middle mile connection was the connection between the City buildings and then provide an underground network plan for the rest of the city.

Mr. Herndon requested to please make sure that it is all underground and then thanked the Governing Body for their time.

The Mayor thanked Mr. Herndon.

CITIZEN PARTICIPATION

Kim Thompson (business owner), had good news to report that Waste Management worked with her regarding her overage bill. Ms. Thompson thanked the Governing Body and staff for their help in this matter. She also recommended signage for business owners to post on their dumpsters that may help to prevent illegal dumping. She has installed cameras, purchased a dumpster with a lock and noticed the police

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

driving through her drive. Ms. Thompson also shared her concern of the internet problems she has been experiencing as a business owner. Her internet is provided by Suddenlink and she has experienced six outages since January 1st. She encouraged the City to reach out to Suddenlink and CenturyLink to make this stop happening.

CITIZEN PARTICIPATION

Bill Peterman, 19431 W. 200th Street, asked for an update regarding the sewer odor at Brookwood Farms that was to be taken care of by the end of January. The Director of Public Works coordinated with the Evoqua team and they are scheduled to deliver the sewer odor control equipment the first week in March. They anticipate the sewer odor liquid product to be delivered during the week of March 9th and start shortly, thereafter. Public Works will maintain regular scheduled routes in patrolling the area for any sewer odor. The Mayor requested that updates be placed on the website.

Mr. Peterman stated that he spoke about not getting handouts at the last meeting and mentioned transparency and being in the dark. He did not see this in the minutes along with Mr. Riffel's nice comment about what he didn't like about politicians. The Mayor stated that he is happy to include those specific comments, but the minutes are not a true transcript of the meeting itself. The City Clerk confirmed that the minutes are not verbatim.

Mr. Peterman added that real estate signs are going up in their neighborhood because they are tired of the sewer smell and they are not looking for somewhere else in Spring Hill.

CITIZEN PARTICIPATION

Roy Riffel, (20024 Barker Street), addressed the Governing Body about the Cost Benefit Analysis and noticed that in 2017, a city-wide fiber optic network feasibility study was done, which included a consultant to assist the City with managing public expectations, evaluate staffing consideration, risk and benefits, financial analysis and financial cost to enable the city to consider which model best suites their needs, including dark fiber. He suggested to publicize what their recommendations were and to intertwine with what is presented to the citizens regarding the cost benefit analysis. He also requested that it be unbiased, refer to ongoing maintenance, and full transparency.

Mr. Riffel referred to the minutes that Mr. Peterman referenced earlier. The minutes state about a meeting with RG Fiber, but then it goes into saying the Mr. Riffel stated that companies are investing in the neighborhoods and he currently has 1 gig service. He stated that the sentence was taken out of context without meaning when it doesn't refer to what he was actually talking about in that meeting, or in that presentation. He said that when, in that meeting he referred to the January meeting where Councilwoman Hughes states neither of the two companies in this City have upgraded to 1 gig. His point with that was that he did get 1 gig and there were other places in the city limits that do have 1 gig today and that CenturyLink has stated that anybody with fiber today will be upgraded to the 1 gig and that Suddenlink is currently in the process of updating their equipment to do so as well. He wasn't calling Councilwoman Hughes a liar, he was just stating that maybe that information she had gotten had changed since then and he wanted to

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

point that out. He stated that he was glad that he had CenturyLink today, because it sounds like Suddenlink has a lot of issues, some of the same that he went through in the past with CenturyLink.

Lastly, he thanked Mayor Ellis for meeting with him before the meeting and taking time out of his busy schedule to listen to him; he thanked Councilman Owen for helping to get the ball rolling with the sewer odor situation and provide more transparency as part of that process; and thanked Councilman Eckert who stopped by his house Saturday night to see first-hand the sewer odor and water issues he was having in his neighborhood.

CITIZEN PARTICIPATION

Chris Leaton, 21876 S. Lincoln, addressed the Governing Body in his capacity as a citizen. Mr. Leaton spoke about civility and decorum in our actions and words and is concerned we are losing part of our American heritage where civility and decorum prevail despite disagreement. As a community, he encouraged us who in this room represent the community leadership, staff and citizens to exhibit proper restraint. He stated that he fully believes in a transparent government where we should question our government and seek accountability. He, like others in this room, have taken an oath of office he takes deeply and profoundly seriously, including integrity and full disclosure of city affairs at all times when possible. He stated that with any organization there are always areas for continual improvement, and he welcome these ideas so we may progress to a more open city, community and society. Unfortunately, there are instances where due to circumstances information cannot be disclosed at that time or at all legally. An example is like the Broadband RFP where the Governing Body agreed on a self-imposed non-disclosure agreement with the intent of disclosing all information prior to a formal contract. This was in fact a question raised by others and he at the time of the RFP authorization and in retrospect should be more heavily weighed in the future. There is also time where legally, simply cannot disclose specific personnel issues to the public like any business without risk of civil and possibly even criminal repercussions. He posed the question, as a community, how we would like to be remembered. While other communities have allowed themselves to be deeply divided by personal ambitions and motives, Spring Hill typically acted in the best interest of the community as a whole and we should continue to strive toward this ideal. Mr. Leaton ended with a quote by George Washington. "I hope I shall possess firmness and virtue enough to maintain what I consider the most enviable of all titles, the character of an honest man." Mr. Leaton stated that may we all aspire to this in our lives, in our words, and in our actions.

COMMENT:

Regarding the internet, Councilman Owen stated that his service was updated to 1 gig and suggested residents call them (CenturyLink), and you may get an upgrade. He also spoke to a Suddenlink technician, who was working in the area, and reported that they are working on their upgrades that will take about a year. Equipment has been moving in and money has been spent. This may not help immediately, but at least there is something happening.

PRESENTATION:

2019 Year-End Report, Jim Boyer, Director of Public Works

Mr. Boyer presented the 2019 Year-end report, which included core values, statistical data, accomplishments, equipment/vehicle purchases, employee training and anticipated projects in 2020.

PRESENTATION:

2019 Year End Report, Melanie Landis, Assistant City Administrator

Ms. Landis presented the 2019 Year-end report, which included an overview of the staff, mission/goals, and an overview of each department for facility management, utility billing, information technology, finance and accounting.

PRESENTATION:

2019 Year End Report, Patrick Burton, Community Development Director

This item was deleted

1. Approval of Minutes: February 13, 2020, Regular Meeting

This item was deleted for further review.

CONSENT AGENDA

Motion by Leaton, seconded by Eckert, to approve the consent agenda.

- 2. Appropriation Order 2020-02-27**
- 3. Consider Approval of 2020 Aquatic Center Rates**

Motion carried 5-0-0.

FORMAL COUNCIL ACTION

4. Approval of Bids for Equipment for Live Streaming Meetings and Video Arraignment

The City Administrator presented the quotes for the purchase and installation of equipment for livestreaming meetings of the Governing Body and video arraignment for Municipal Court.

Staff has been working with the company that installed the IT infrastructure in the Civic Center and a list of equipment was developed and distributed for quotes. The commercial grade equipment specified will serve dual purpose of livestreaming the meetings of the Governing Body and for video arraignment for Municipal Court. The system is designed for one ceiling mounted camera. The system would be tied into the audio system for clear audio reception for viewers and would also be capable of displaying presentation items being viewed in the room.

Bids were received as follows:

Cytek Media Systems	\$21,188.00
Mission Electronics	\$25,532.54
Swagit Productions	\$11,920.00 + \$9,840.00/Yr.

The quotes were in excess of \$20,000. Per Section 2.02 of the Spring Hill Purchasing Policy the purchase of goods and services from a single vendor in excess of \$20,000 requires approval thru the RFP process. Staff had multiple conversations with vendors attempting to reduce the cost with alternate materials or processes. Staff is convinced that using equipment other than that specified will result in a substandard and unsatisfactory viewing experience and would not meet the needs of the Court for video arraignment.

This proposed project is unbudgeted and if approved, would require analysis of potential reduction of expenditures approved for 2020. Based on the purchasing policy, staff recommended rejection of the quotes with staff directed to submit a 2021 budget request for this project.

As an alternative, the Mayor recommended that we look at doing a lease agreement, so we can spread these payments out over 3-5 years and see how that might impact the budget. The Mayor also requested more detail about each of these three bids, particularly the SWAGIT bid, because even though it has a \$9K+ annual recurring fee, that means no staff time would need to run the equipment. Councilman Graves suggested talking to SWAGIT to confirm the recurring fee is \$9K/per year.

After discussion, staff is to provide an update at the next meeting and formal action at the meeting after that, so everybody has the opportunity to contemplate and digest the options.

Motion by Leaton, seconded by Owen, to table Item No 4. subject to call. Motion carried 5-0-0.

5. Resolution No. 2020-R-02: Finance Department Fees (Addition of Credit Card Fees)

The Assistant City Administrator presented the resolution that adds the proposed sections related to Credit Card Convenience and Service Fees for the Finance Department Fees.

At the January 9th and 23rd meetings, staff presented to Council the option of credit card acceptance convenience fees and service fees.

When the city began accepting credit cards many years ago, the council decided to not pass along the fees associated with accepting credit card payments, since the only option for online payment at that time was for utility payments, and all other credit card transactions were limited to \$500 or less. Currently, the city expends approximately \$32,000 in credit card acceptance fees annually.

As we move ahead to full implementation of the city's new software capabilities, additional options for online routing of permitting applications and payments, the new right-of-way permitting process, as well as online payments for some court fees will become available and make the customer choice for payment via credit card more likely. We project that by adding large payments for permits and the convenience of doing more business online, the cost of those credit card acceptance fees could double to nearly \$75,000 annually.

During discussions with Council in January, staff proposed that a charge of 2.5% be applied as a convenience fee for online payments and also an in-person service fee to customers making credit card payments for permits related to planning and right-of-way, system development fees, nuisance, zoning, fireworks permits, and municipal court. All other credit card transaction fees would continue to be absorbed by the city such as payments for utility bills, aquatic center admissions and related charges, pet tags, donations, etc.

The updated resolution is provided by adding section D related to establishing a Convenience Fee for certain online credit card payments and section E related to establishing a Service Fee for certain in-person payments. An outline of the types of payments that would be charged a fee are included in the attached Finance Department Policy: Credit Cards Accepted, Convenience Fees, and Service Fees.

Motion by Leaton, seconded by Eckert, to approve Resolution No. 2020-02. Motion carried 5-0-0.

6. Consider Approval of New Merchant Accounts with Open Edge

An agreement with Open Edge as the electronic payment processor was approved by the City Council in December 2018. In order to charge convenience and service fees to only certain types of payments, separate payment processing accounts are necessary with Open Edge. The two additional accounts are proposed to separate convenience fee charges for certain online payments and to separate service fee charges for certain in-person (retail) payments.

The terms and conditions previously approved under existing accounts with Open Edge remain in place for these two new accounts. There are monthly charges for each account the city maintains with Open Edge. The monthly fees for these two accounts will be charged to the general fund as they are related to general services of the city.

Staff recommended that the Council authorize the Mayor to execute the documents related to the addition of two new Merchant Additional Location applications.

Motion by Leaton, seconded by Eckert, to approve the agreement with Open Edge as stated. Motion carried 5-0-0.

EXECUTIVE SESSION

Motion by Leaton, seconded by Eckert, to recess into Executive Session for 15 minutes to discuss Dayton Creek Subdivision pursuant to the attorney-client exception of K.S.A. 75-4319 (b) (2) of the Kansas Open Meetings Act. The open meeting will resume in the City Council Chambers at 9:15p.m. Persons to be in attendance are the following: Jim Hendershot, City Administrator, Melanie Landis, Assistant City Administrator, Tyler Ellsworth, Bond Counsel, and Frank H. Jenkins, Jr., City Attorney. Motion carried 5-0-0.

The meeting recessed at 9:10p.m. with the executive session to begin at 9:25p.m.

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

Mayor Ellis had to leave the meeting before the executive session started; therefore, he did not attend.

President Owen reconvened the meeting at 9:40p.m. with everyone present, except Mayor Ellis.

ADJOURN

Motion by Leaton, seconded by Hughes, to adjourn.

The meeting adjourned at 9:41p.m.

Glenda Gerrity, City Clerk

Approved by the Governing Body on _____.

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2020-03-26 PRESENTED: March 26, 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:	\$190,834.04
Payroll:	<u>\$82,385.53</u>
	\$273,219.57

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$51,642.28</u>
	\$51,642.28

Total amount of the Appropriation Order: \$324,861.85

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 00030 - AFLAC					
516729	AFLAC PREMIUMS - FEB 2020	100-2120	DFT0001398	03/01/2020	\$1,713.04
Vendor 00030 - AFLAC Total:					\$1,713.04
Vendor: 00044 - ALL CITY MANAGEMENT SERVICES, INC					
67167	CROSSING GUARD SERVICES - 02/16 - 02/29/2020	100-800-7500			\$1,161.09
Vendor 00044 - ALL CITY MANAGEMENT SERVICES, INC Total:					\$1,161.09
Vendor: 00070 - ANDREA (DAWN) JESBERG					
INV0001646	EMPLOYEE EXPENSE REIMBURSEMENT - MILEAGE	100-310-5310			\$29.44
Vendor 00070 - ANDREA (DAWN) JESBERG Total:					\$29.44
Vendor: 00089 - ARLAN CO INC					
12160	SHADE STRUCTURE COVER AT SHAC	100-730-6750			\$597.00
Vendor 00089 - ARLAN CO INC Total:					\$597.00
Vendor: 00105 - ATMOS ENERGY					
INV0001624	GAS SERVICE - 705 W LAWRENCE - 01/21-02/19/2020	520-670-7624	DFT0001409	03/04/2020	\$47.57
Vendor 00105 - ATMOS ENERGY Total:					\$47.57
Vendor: 00106 - ATMOS ENERGY					
INV0001625	GAS SERVICE - 502 E NICHOLS - 01/21-02/18/2020	100-640-7624	DFT0001410	03/04/2020	\$433.98
Vendor 00106 - ATMOS ENERGY Total:					\$433.98
Vendor: 00107 - ATMOS ENERGY					
INV0001626	GAS SERVICE - 606 N JACKSON, UNIT A-1/22-2/18/2020	520-670-7624	DFT0001411	03/04/2020	\$23.79
Vendor 00107 - ATMOS ENERGY Total:					\$23.79
Vendor: 00110 - ATMOS ENERGY					
INV0001627	GAS SERVICE - 418 E NICHOLS - 01/21-02/18/2020	100-800-7624	DFT0001412	03/04/2020	\$50.33
Vendor 00110 - ATMOS ENERGY Total:					\$50.33
Vendor: 00111 - ATMOS ENERGY					
INV0001628	GAS SERVICE - 20129 CRESTONE - 01/21-02/18/2020	520-670-7624	DFT0001413	03/04/2020	\$47.57
Vendor 00111 - ATMOS ENERGY Total:					\$47.57
Vendor: 00112 - ATMOS ENERGY					
INV0001629	GAS SERVICE - 401 N MADISON - 01/21-02/18/2020	100-720-7624	DFT0001414	03/04/2020	\$1,318.34
Vendor 00112 - ATMOS ENERGY Total:					\$1,318.34
Vendor: 01708 - BAKER TILLY VIRCHOW KRAUSE, LLP					
BTMA4090	DAYTON CREEK BUT-FOR REVIEW SBD 4	408-000-4780			\$9,471.58
Vendor 01708 - BAKER TILLY VIRCHOW KRAUSE, LLP Total:					\$9,471.58
Vendor: 00725 - BERRY COMPANIES, INC					
19132989	NEW TOOTH FOR AUGER #141	100-620-6750			\$39.90
19133551	TRACK LOADER RENTAL - 223RD STREET REPAIRS	205-640-7230			\$562.60
Vendor 00725 - BERRY COMPANIES, INC Total:					\$602.50
Vendor: 00192 - CARTER-WATERS LLC					
13799057-00	POTHOLE PATCH FILL MATERIALS	205-640-6630			\$220.60
13807900-00	POTHOLE PATCH MATERIAL	205-640-6630			\$617.68
13813423-00	POTHOLE PATCH MATERIAL	205-640-6630			\$617.68
13825657-00	STREET REPAIR MATERIALS	100-640-6630			\$293.41
Vendor 00192 - CARTER-WATERS LLC Total:					\$1,749.37
Vendor: 00201 - CENTURYLINK					
INV0001620	COMMUNICATION - GROUP BILL - 02/18-03/17/2020	100-110-7622	DFT0001404	03/09/2020	\$122.61
INV0001620	COMMUNICATION - GROUP BILL - 02/18-03/17/2020	100-610-7622	DFT0001404	03/09/2020	\$71.88
INV0001620	COMMUNICATION - GROUP BILL - 02/18-03/17/2020	100-710-7622	DFT0001404	03/09/2020	\$63.79
INV0001620	COMMUNICATION - GROUP BILL - 02/18-03/17/2020	100-730-7622	DFT0001404	03/09/2020	\$50.30
INV0001620	COMMUNICATION - GROUP BILL - 02/18-03/17/2020	100-800-7622	DFT0001404	03/09/2020	\$141.86
INV0001620	COMMUNICATION - GROUP BILL - 02/18-03/17/2020	520-670-7622	DFT0001404	03/09/2020	\$364.77
Vendor 00201 - CENTURYLINK Total:					\$815.21
Vendor: 00202 - CENTURYLINK					
INV0001581	COMMUNICATION - LONG DIST - 02/09-03/08/2020	100-800-7622	DFT0001378	02/24/2020	\$24.06
INV0001581	COMMUNICATION - LONG DIST - 02/09-03/08/2020	520-670-7622	DFT0001378	02/24/2020	\$24.06
Vendor 00202 - CENTURYLINK Total:					\$48.12
Vendor: 01826 - CHERYL AMLIN					
3743	COMMUNITY CENTER DEPOSIT REFUND	100-2200			\$200.00
Vendor 01826 - CHERYL AMLIN Total:					\$200.00

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01832 - CHRISTINA REGISTER					
3852	COMMUNITY CENTER DEPOSIT REFUND	100-2200			\$200.00
Vendor 01832 - CHRISTINA REGISTER Total:					\$200.00
Vendor: 00230 - CITY OF SPRING HILL					
INV0001643	TRASH COLLECTION - 01/18-02/18/2020	100-620-7628			\$62.01
INV0001643	TRASH COLLECTION - 01/18-02/18/2020	100-640-7628			\$113.01
INV0001643	TRASH COLLECTION - 01/18-02/18/2020	100-710-7628			\$100.25
INV0001643	TRASH COLLECTION - 01/18-02/18/2020	100-720-7628			\$200.50
INV0001643	TRASH COLLECTION - 01/18-02/18/2020	100-730-7628			\$87.51
INV0001643	TRASH COLLECTION - 01/18-02/18/2020	100-800-7628			\$87.51
Vendor 00230 - CITY OF SPRING HILL Total:					\$650.79
Vendor: 00239 - CONSTRUCTION MATERIALS, INC					
2041	MISC SUPPLIES FOR STREETS, PARKS, CH	100-620-6640			\$18.36
2041	MISC SUPPLIES FOR STREETS, PARKS, CH	100-640-6660			\$35.58
2041	MISC SUPPLIES FOR STREETS, PARKS, CH	100-720-6160			\$11.58
Vendor 00239 - CONSTRUCTION MATERIALS, INC Total:					\$65.52
Vendor: 00753 - D K LEASING LLC					
139789	CONCRETE FOR PLAYGROUND INSTALLATION - VETERANS PARK	300-000-8000			\$920.00
Vendor 00753 - D K LEASING LLC Total:					\$920.00
Vendor: 01831 - DESIRAE GREEN					
INV0001615	BOND REFUND	100-2250			\$70.00
Vendor 01831 - DESIRAE GREEN Total:					\$70.00
Vendor: 01830 - DONNA L MCGEEHAN					
254	LEGAL INTERPRETING SERVICES	100-310-7170			\$150.00
Vendor 01830 - DONNA L MCGEEHAN Total:					\$150.00
Vendor: 00358 - E EDWARDS, INC					
2172062942	PERSONAL PROTECTION EQUIPMENT - STEEL TOE BOOTS X3	510-660-6670			\$437.71
Vendor 00358 - E EDWARDS, INC Total:					\$437.71
Vendor: 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)					
INV0001638	ANNUAL KCPL/WESTAR MERGER CREDIT	100-000-4710	DFT0001424	03/10/2020	-\$276.18
INV0001638	ELECTRIC - STREET LIGHTS - 01/31-02/28/2020	100-640-7626	DFT0001424	03/10/2020	\$4,245.56
Vendor 01483 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:					\$3,969.38
Vendor: 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc)					
INV0001637	ANNUAL KCPL/WESTAR MERGER CREDIT	100-000-4710	DFT0001422	03/10/2020	-\$244.98
INV0001637	ELECTRIC - GROUP BILL - 01/31-02/28/2020	100-620-7626	DFT0001422	03/10/2020	\$50.31
INV0001637	ELECTRIC - GROUP BILL - 01/31-02/28/2020	100-640-7626	DFT0001422	03/10/2020	\$614.27
INV0001637	ELECTRIC - GROUP BILL - 01/31-02/28/2020	100-720-7626	DFT0001422	03/10/2020	\$3,387.31
INV0001637	ELECTRIC - GROUP BILL - 01/31-02/28/2020	100-730-7626	DFT0001422	03/10/2020	\$69.13
INV0001637	ELECTRIC - GROUP BILL - 01/31-02/28/2020	100-800-7626	DFT0001422	03/10/2020	\$647.88
INV0001637	ANNUAL KCPL/WESTAR MERGER CREDIT	510-000-4710	DFT0001422	03/10/2020	-\$40.44
INV0001637	ELECTRIC - GROUP BILL - 01/31-02/28/2020	510-660-7626	DFT0001422	03/10/2020	\$965.47
INV0001637	ANNUAL KCPL/WESTAR MERGER CREDIT	520-000-4710	DFT0001422	03/10/2020	-\$36.34
INV0001637	ELECTRIC - GROUP BILL - 01/31-02/28/2020	520-670-7626	DFT0001422	03/10/2020	\$555.93
Vendor 01484 - EVERGY KS CENTRAL INC (formerly Westar Energy Inc) Total:					\$5,968.54
Vendor: 00675 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001651	ANNUAL KCPL/WESTAR MERGER CREDIT	100-000-4710	DFT0001436	03/17/2020	-\$0.04
INV0001651	ELECTRIC-23 16 08 16, WATER PUMP- 02/06-03/06/2020	100-640-7626	DFT0001436	03/17/2020	\$50.34
Vendor 00675 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$50.30
Vendor: 00676 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001630	ELECTRIC - 18095 W 199TH, SIREN - 01/23-02/23/2020	100-640-7626	DFT0001415	03/09/2020	\$33.76
Vendor 00676 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$33.76
Vendor: 00677 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001652	ANNUAL KCPL/WESTAR MERGER CREDIT	100-000-4710	DFT0001437	03/17/2020	-\$14.92
INV0001652	ELECTRIC - 613 S RACE ST - 02/06-03/06/2020	100-710-7626	DFT0001437	03/17/2020	\$440.01
Vendor 00677 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$425.09
Vendor: 00678 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001618	ELECTRIC - 20900 SYCAMORE DR - 01/08-02/07/2020	100-730-7626	DFT0001396	02/24/2020	\$2,051.32
INV0001653	ELECTRIC - 20900 SYCAMORE DR - 02/07-03/09/2020	100-730-7626	DFT0001438	03/17/2020	\$2,062.46
INV0001653	ANNUAL KCPL/WESTAR MERGER CREDIT	520-000-4710	DFT0001438	03/17/2020	-\$76.64
Vendor 00678 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$4,037.14

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 00679 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001631	ANNUAL KCPL/WESTAR MERGER CREDIT	520-000-4710	DFT0001416	03/09/2020	-\$31.06
INV0001631	ELECTRIC - WATER DP03 - 02/03-03/04/2020	520-670-7626	DFT0001416	03/09/2020	\$1,319.67
Vendor 00679 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$1,288.61
Vendor: 00680 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001582	ELECTRIC - 22785 W 220TH - 01/09-02/07/2020	520-670-7626	DFT0001379	02/24/2020	\$1,290.66
INV0001658	ANNUAL KCPL/WESTAR MERGER CREDIT	520-000-4710	DFT0001443	03/17/2020	-\$35.23
INV0001658	ELECTRIC - 22785 W 220TH - 02/07-03/09/2020	520-670-7626	DFT0001443	03/17/2020	\$1,009.51
Vendor 00680 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$2,264.94
Vendor: 00681 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001654	ANNUAL KCPL/WESTAR MERGER CREDIT	510-000-4710	DFT0001439	03/17/2020	-\$3.16
INV0001654	ELECTRIC - 20700 W 223RD - 02/05-03/05/2020	510-660-7626	DFT0001439	03/17/2020	\$113.09
Vendor 00681 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$109.93
Vendor: 00682 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001655	ANNUAL KCPL/WESTAR MERGER CREDIT	100-000-4710	DFT0001440	03/17/2020	-\$0.62
INV0001655	ELECTRIC - 22012 VICTORY RD - 02/05-03/05/2020	100-640-7626	DFT0001440	03/17/2020	\$32.13
Vendor 00682 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$31.51
Vendor: 00683 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001632	ELECTRIC - 18539 WOODLAND RD - 01/23-02/23/2020	520-670-7626	DFT0001417	03/09/2020	\$148.84
Vendor 00683 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$148.84
Vendor: 00684 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001633	ANNUAL KCPL/WESTAR MERGER CREDIT	520-000-4710	DFT0001418	03/09/2020	-\$316.70
INV0001633	ELECTRIC - WOODLAND W/W - 02/03-03/04/2020	520-670-7626	DFT0001418	03/09/2020	\$6,139.68
Vendor 00684 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$5,822.98
Vendor: 00685 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001634	ELECTRIC - 18899 LONE ELM RD - 01/26-02/24/2020	520-670-7626	DFT0001419	03/09/2020	\$296.63
Vendor 00685 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$296.63
Vendor: 00686 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001635	ELECTRIC - 18700 W 191ST - 01/23-02/23/2020	520-670-7626	DFT0001420	03/09/2020	\$180.27
Vendor 00686 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$180.27
Vendor: 00687 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001656	ANNUAL KCPL/WESTAR MERGER CREDIT	100-000-4710	DFT0001441	03/17/2020	-\$3.40
INV0001656	ELECTRIC - 22470 S FRANKLIN - 02/04-03/05/2020	100-620-7626	DFT0001441	03/17/2020	\$18.14
Vendor 00687 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$14.74
Vendor: 00688 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001636	ELECTRIC - 20281 LONE ELM RD - 01/26-02/24/2020	100-640-7626	DFT0001421	03/09/2020	\$31.35
Vendor 00688 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$31.35
Vendor: 00689 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001657	ANNUAL KCPL/WESTAR MERGER CREDIT	100-000-4710	DFT0001442	03/17/2020	-\$0.37
INV0001657	ELECTRIC-797A S WEBSTER XMAS LIGHTS-02/05-03/05/2020	100-640-7626	DFT0001442	03/17/2020	\$18.14
Vendor 00689 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$17.77
Vendor: 00402 - FAMILY CENTER OF PAOLA					
3559116	FUEL FILTERS & ANTIFREEZE	100-640-6750			\$39.94
Vendor 00402 - FAMILY CENTER OF PAOLA Total:					\$39.94
Vendor: 00413 - FERRELLGAS, LLP					
1110506494	PROPANE GAS	100-620-7624			\$612.00
Vendor 00413 - FERRELLGAS, LLP Total:					\$612.00
Vendor: 01765 - G T DISTRIBUTORS, INC					
INV0755856	UNIFORMS	100-800-5400			\$174.00
INV0755859	UNIFORMS	100-800-5400			\$1,746.00
Vendor 01765 - G T DISTRIBUTORS, INC Total:					\$1,920.00
Vendor: 00466 - GERKEN RENTAL					
298103-1	FAN RENTAL FOR DRYING PLAYGROUND AREA -VETERAN PARK	300-000-8000			\$80.00
19577AQ-1	PORTABLE RESTROOM RENTAL - CITY PARK	100-620-7220			\$110.00
19578AQ-1	PORTABLE RESTROOM RENTAL - SHAC PARK	100-620-7220			\$110.00
Vendor 00466 - GERKEN RENTAL Total:					\$300.00
Vendor: 01623 - GIRL SCOUT TROOP #292					
3741	COMMUNITY CENTER DEPOSIT REFUND	100-2200			\$200.00
Vendor 01623 - GIRL SCOUT TROOP #292 Total:					\$200.00

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01606 - GLOBAL PAYMENTS DIRECT, INC.					
20008282	ELECTRONIC PAYMENT PROCESSOR FEES - FEB 2020	100-110-7770	DFT0001400	03/02/2020	\$67.55
30009851	ELECTRONIC PAYMENT PROCESSOR FEES - FEB 2020	510-660-7770	DFT0001401	03/02/2020	\$316.74
30009851	ELECTRONIC PAYMENT PROCESSOR FEES - FEB 2020	520-670-7770	DFT0001401	03/02/2020	\$316.73
40034718	ELECTRONIC PAYMENT PROCESSOR FEES - FEB 2020	510-660-7770	DFT0001403	03/02/2020	\$879.63
40034718	ELECTRONIC PAYMENT PROCESSOR FEES - FEB 2020	520-670-7770	DFT0001403	03/02/2020	\$879.62
40034720	ELECTRONIC PAYMENT PROCESSOR FEES - FEB 2020	100-110-7770	DFT0001402	03/02/2020	\$436.45
Vendor 01606 - GLOBAL PAYMENTS DIRECT, INC. Total:					\$2,896.72
Vendor: 00566 - INDUSTRIAL SALES COMPANY INC					
1058865-000	DRAIN TILE FOR PLAYGROUND AREA - VETERAN PARK	300-000-8000			\$163.01
Vendor 00566 - INDUSTRIAL SALES COMPANY INC Total:					\$163.01
Vendor: 00573 - INTEGRITY LOCATING SERVICES, LLC					
3847	UTILITY LOCATING SERVICES - 01/23-02/22/2020	100-640-7190			\$1,233.33
3847	UTILITY LOCATING SERVICES - 01/23-02/22/2020	510-660-7190			\$1,233.34
3847	UTILITY LOCATING SERVICES - 01/23-02/22/2020	520-670-7190			\$1,233.33
Vendor 00573 - INTEGRITY LOCATING SERVICES, LLC Total:					\$3,700.00
Vendor: 00575 - INTERNAL REVENUE SERVICE					
INV0001612	MEDICARE TAXES PAYABLE	100-2100	DFT0001391	03/13/2020	\$2,911.70
INV0001612	MEDICARE TAXES PAYABLE	510-2100	DFT0001391	03/13/2020	\$256.98
INV0001612	MEDICARE TAXES PAYABLE	520-2100	DFT0001391	03/13/2020	\$241.74
INV0001613	SOCIAL SECURITY TAXES PAYABLE	100-2100	DFT0001392	03/13/2020	\$12,450.00
INV0001613	SOCIAL SECURITY TAXES PAYABLE	510-2100	DFT0001392	03/13/2020	\$1,098.60
INV0001613	SOCIAL SECURITY TAXES PAYABLE	520-2100	DFT0001392	03/13/2020	\$1,033.74
INV0001614	FEDERAL WITHHOLDING TAX PAYABLE	100-2100	DFT0001393	03/13/2020	\$8,939.42
INV0001614	FEDERAL WITHHOLDING TAX PAYABLE	510-2100	DFT0001393	03/13/2020	\$953.13
INV0001614	FEDERAL WITHHOLDING TAX PAYABLE	520-2100	DFT0001393	03/13/2020	\$969.93
Vendor 00575 - INTERNAL REVENUE SERVICE Total:					\$28,855.24
Vendor: 00592 - J & T AUTO SERVICE INC					
5219	VEHICLE MAINTENANCE - 2011 JEEP LIBERTY	100-100-6720			\$828.83
Vendor 00592 - J & T AUTO SERVICE INC Total:					\$828.83
Vendor: 00593 - J P COOKE CO					
600308	2020 ANNUAL PET TAGS	100-810-6110			\$97.69
Vendor 00593 - J P COOKE CO Total:					\$97.69
Vendor: 01517 - K & K CHEMICAL SUPPLY LLC					
67772	CHEMICALS FOR EQUIPMENT MAINTENANCE	100-620-6750			\$202.58
Vendor 01517 - K & K CHEMICAL SUPPLY LLC Total:					\$202.58
Vendor: 00702 - KANSAS ONE-CALL SYSTEM, INC					
0020453	UTILITY LOCATING REQUEST NOTIFICATIONS - FEB 2020	100-640-7190			\$97.60
0020453	UTILITY LOCATING REQUEST NOTIFICATIONS - FEB 2020	510-660-7190			\$97.60
0020453	UTILITY LOCATING REQUEST NOTIFICATIONS - FEB 2020	520-670-7190			\$97.60
Vendor 00702 - KANSAS ONE-CALL SYSTEM, INC Total:					\$292.80
Vendor: 00706 - KANSAS PAYMENT CENTER					
INV0001609	INCOME WITHHOLDING ORDER	100-2130	82655	03/12/2020	\$158.31
INV0001610	INCOME WITHHOLDING ORDER	100-2130	82654	03/12/2020	\$259.15
Vendor 00706 - KANSAS PAYMENT CENTER Total:					\$417.46
Vendor: 00764 - KPERS					
INV0001600	KP & F OPTIONAL GROUP LIFE PAYABLE	100-2115	DFT0001381	03/13/2020	\$78.20
INV0001601	KP & F PENSION PAYABLE	100-2110	DFT0001382	03/13/2020	\$10,332.92
INV0001602	KPERS TIER 1 PAYROLL	100-2110	DFT0001383	03/13/2020	\$4,193.82
INV0001602	KPERS TIER 1 PAYROLL	510-2110	DFT0001383	03/13/2020	\$485.94
INV0001602	KPERS TIER 1 PAYROLL	520-2110	DFT0001383	03/13/2020	\$206.19
INV0001603	KPERS TIER 2 PAYROLL	100-2110	DFT0001384	03/13/2020	\$1,998.99
INV0001603	KPERS TIER 2 PAYROLL	510-2110	DFT0001384	03/13/2020	\$398.44
INV0001603	KPERS TIER 2 PAYROLL	520-2110	DFT0001384	03/13/2020	\$184.43
INV0001604	KPERS TIER 3 PAYROLL	100-2110	DFT0001385	03/13/2020	\$3,101.79
INV0001604	KPERS TIER 3 PAYROLL	510-2110	DFT0001385	03/13/2020	\$90.63
INV0001604	KPERS TIER 3 PAYROLL	520-2110	DFT0001385	03/13/2020	\$477.37
INV0001605	KPERS 457 PLAN PAYABLE	100-2115	DFT0001386	03/13/2020	\$460.78
INV0001606	KPERS 457 PLAN PAYABLE	100-2115	DFT0001387	03/13/2020	\$1,598.00
INV0001606	KPERS 457 PLAN PAYABLE	510-2115	DFT0001387	03/13/2020	\$85.01
INV0001606	KPERS 457 PLAN PAYABLE	520-2115	DFT0001387	03/13/2020	\$54.99
INV0001607	KPERS D & D PAYABLE	100-2110	DFT0001388	03/13/2020	\$636.18

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
INV0001607	KPERS D & D PAYABLE	510-2110	DFT0001388	03/13/2020	\$66.76
INV0001607	KPERS D & D PAYABLE	520-2110	DFT0001388	03/13/2020	\$59.39
INV0001608	KPERS OGLI MONTHLY PREMIUM PAYABLE	100-2115	DFT0001389	03/13/2020	\$292.12
INV0001608	KPERS OGLI MONTHLY PREMIUM PAYABLE	510-2115	DFT0001389	03/13/2020	\$72.02
INV0001608	KPERS OGLI MONTHLY PREMIUM PAYABLE	520-2115	DFT0001389	03/13/2020	\$42.24
Vendor 00764 - KPERS Total:					\$24,916.21
Vendor: 00802 - LAMP RYNEARSON INC					
0318017.01-0000014	ENGINEERING - DEC 2019 - UV SYSTEM STUDY	520-670-7150			\$440.16
Vendor 00802 - LAMP RYNEARSON INC Total:					\$440.16
Vendor: 00916 - MICHAEL W BAUM					
201507	UNIFORM ITEMS	100-620-5400			\$137.97
Vendor 00916 - MICHAEL W BAUM Total:					\$137.97
Vendor: 01650 - MICHELE MILLER					
3736	COMMUNITY CENTER DEPOSIT REFUND	100-2200			\$200.00
Vendor 01650 - MICHELE MILLER Total:					\$200.00
Vendor: 00921 - MICROCOMM					
13606	TRANSDUCER AT OCHELTREE LIFT STATION	520-670-7622			\$475.00
Vendor 00921 - MICROCOMM Total:					\$475.00
Vendor: 00924 - MID AMERICA HYDRAULIC REPAIR					
32828	SEALS TO REPAIR PLOW	100-620-6750			\$15.00
Vendor 00924 - MID AMERICA HYDRAULIC REPAIR Total:					\$15.00
Vendor: 00974 - MUTUAL OF OMAHA INSURANCE CO					
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-100-5120	DFT0001399	03/01/2020	\$16.20
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-140-5120	DFT0001399	03/01/2020	\$5.40
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-200-5120	DFT0001399	03/01/2020	\$10.80
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-220-5120	DFT0001399	03/01/2020	\$5.40
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-300-5120	DFT0001399	03/01/2020	\$5.40
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-310-5120	DFT0001399	03/01/2020	\$5.40
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-500-5120	DFT0001399	03/01/2020	\$27.00
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-610-5120	DFT0001399	03/01/2020	\$10.80
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-620-5120	DFT0001399	03/01/2020	\$32.40
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-640-5120	DFT0001399	03/01/2020	\$21.60
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-710-5120	DFT0001399	03/01/2020	\$1.76
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-720-5120	DFT0001399	03/01/2020	\$4.45
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-730-5120	DFT0001399	03/01/2020	\$2.70
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-800-5120	DFT0001399	03/01/2020	\$75.60
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	100-810-5120	DFT0001399	03/01/2020	\$5.40
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	510-660-5120	DFT0001399	03/01/2020	\$16.20
001062312723	GROUP LIFE/AD&D PREMIUMS - MAR 2020	520-670-5120	DFT0001399	03/01/2020	\$16.20
Vendor 00974 - MUTUAL OF OMAHA INSURANCE CO Total:					\$262.71
Vendor: 00979 - NAPA SPRING HILL, LLC					
363739	MATERIALS FOR PLAYGROUND INSTALLATION - VETERANS PARK	300-000-8000			\$64.28
363774	RETAINER PINS FOR MUD FLAPS - UNIT #419	100-640-6720			\$8.13
363998	FUEL TREATMENT FOR #119	100-620-6720			\$11.97
364141	FUEL CAN	100-620-6660			\$8.59
364169	FUEL CAN EXTENSION	100-620-6660			\$12.74
Vendor 00979 - NAPA SPRING HILL, LLC Total:					\$105.71
Vendor: 00990 - NAVRAT'S OFFICE PRODUCTS					
0165892-002	UTILITY BILLING - PERFERATED BILL PRINT PAPER	510-660-6110			\$103.65
0165892-002	UTILITY BILLING - PERFERATED BILL PRINT PAPER	520-670-6110			\$103.65
Vendor 00990 - NAVRAT'S OFFICE PRODUCTS Total:					\$207.30
Vendor: 00995 - NEOPOST, INC					
INV0001647	POSTAGE PURCHASE - 12/17/2019-02/12/2020	100-110-6140	DFT0001430	02/12/2020	\$280.30
INV0001647	POSTAGE PURCHASE - 12/17/2019-02/12/2020	100-800-6140	DFT0001430	02/12/2020	\$92.84
INV0001647	POSTAGE PURCHASE - 12/17/2019-02/12/2020	510-660-6140	DFT0001430	02/12/2020	\$125.86
INV0001647	POSTAGE PURCHASE - 12/17/2019-02/12/2020	520-670-6140	DFT0001430	02/12/2020	\$1.00
Vendor 00995 - NEOPOST, INC Total:					\$500.00
Vendor: 01003 - NIFFIE PRINTING					
315630	2020 CENSUS GRANT BROCHURES	100-100-7110			\$245.00
315640	ENVELOPES FOR MAYOR	100-120-6120			\$343.75
Vendor 01003 - NIFFIE PRINTING Total:					\$588.75

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01008 - NPG NEWSPAPERS, INC					
6636333	PUBLICATIONS - HRG NOTICE SH UNIF ZONING ORD	100-110-7130			\$82.28
6636979	PUBLICATIONS - BID NOTICE DAYTON CREEK 6TH PL BD4	408-000-7130			\$196.00
75131306	PUBLICATIONS - 2020 MI CO MAP LISTING	100-110-7130			\$105.00
Vendor 01008 - NPG NEWSPAPERS, INC Total:					\$383.28
Vendor: 01012 - OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A.					
1012186427	PROFESSIONAL SERVICES	510-660-5120			\$33.50
1012186427	PROFESSIONAL SERVICES	520-670-5120			\$33.50
1012229981	PROFESSIONAL SERVICES	100-800-5120			\$113.00
Vendor 01012 - OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A. Total:					\$180.00
Vendor: 01051 - PACE ANALYTICAL SERVICES, LLC					
2060098739	LAB ANALYSIS - ROUTINE INFLUENT TESTING	520-670-7560			\$545.00
Vendor 01051 - PACE ANALYTICAL SERVICES, LLC Total:					\$545.00
Vendor: 01082 - POMP'S TIRE SERVICE, INC.					
1180036669	VEHICLE MAINTENANCE #119	100-620-6720			\$30.00
Vendor 01082 - POMP'S TIRE SERVICE, INC. Total:					\$30.00
Vendor: 01088 - PRAETORIAN GROUP INC					
010135-5446	GRANT FINDER SUBSCRIPTION - 10/2/19-10/01/20 FINAL	100-110-7700			\$103.25
010135-5446	GRANT FINDER SUBSCRIPTION - 10/2/19-10/01/20 FINAL	100-800-7700			\$44.25
010135-5446	GRANT FINDER SUBSCRIPTION - 10/2/19-10/01/20 FINAL	510-660-7700			\$73.75
010135-5446	GRANT FINDER SUBSCRIPTION - 10/2/19-10/01/20 FINAL	520-670-7700			\$73.75
Vendor 01088 - PRAETORIAN GROUP INC Total:					\$295.00
Vendor: 01101 - PUR - O - ZONE					
800652	JANITORIAL SUPPLIES - CH	100-720-6160			\$558.72
Vendor 01101 - PUR - O - ZONE Total:					\$558.72
Vendor: 01132 - REINDERS, INC					
5052208-00	WEED CONTROL FOR ALL CITY PARK AREAS	100-620-6640			\$187.14
Vendor 01132 - REINDERS, INC Total:					\$187.14
Vendor: 01163 - RURAL WATER DISTRICT #2 MI CO					
INV0001642	WATER UTILITY- 22711 S WOODLAND - 01/06-02/06/2020	520-670-7620			\$22.72
030220-07	WATER PURCHASE CHARGE - FEB 2020	510-660-7580			\$27,845.76
Vendor 01163 - RURAL WATER DISTRICT #2 MI CO Total:					\$27,868.48
Vendor: 01748 - SPRAYER SPECIALTIES, INC					
1079148-IN	REBUILD KIT FOR 50 GAL SPRAYER	100-620-6750			\$51.98
1079358-IN	TUBING FOR 50 GAL SPRAYER	100-620-6750			\$16.40
Vendor 01748 - SPRAYER SPECIALTIES, INC Total:					\$68.38
Vendor: 01239 - SPRING HILL OIL (CH)					
107	FUEL - CD	100-100-6710			\$27.84
107	FUEL - CD	100-100-6710			\$33.34
107	FUEL - CD	100-500-6710			\$24.11
107	FUEL - CD	100-500-6710			\$37.25
107	FUEL - CD	100-500-6710			\$51.73
Vendor 01239 - SPRING HILL OIL (CH) Total:					\$174.27
Vendor: 01240 - SPRING HILL OIL (PD)					
106	FUEL - PD	100-800-6710			\$2,072.36
Vendor 01240 - SPRING HILL OIL (PD) Total:					\$2,072.36
Vendor: 01241 - SPRING HILL OIL (PW)					
102	FUEL - OFF ROAD DIESEL FOR EQUIPMENT	100-640-6710			\$53.71
105	FUEL - PW	100-610-6710			\$146.31
105	FUEL - PW	100-620-6710			\$244.44
105	FUEL - PW	100-640-6710			\$1,581.32
105	FUEL - PW	510-660-6710			\$319.89
105	FUEL - PW	520-670-6710			\$469.47
Vendor 01241 - SPRING HILL OIL (PW) Total:					\$2,815.14
Vendor: 00785 - STATE OF KANSAS TREASURER					
51920	COURT FEES - FEB 2020	100-2251			\$469.00
51920	COURT FEES - FEB 2020	100-2252			\$31.00
51920	COURT FEES - FEB 2020	100-2255			\$112.00
51920	COURT FEES - FEB 2020	100-2255			\$30.00

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
51920	COURT FEES - FEB 2020	100-2255			\$288.00
51920	COURT FEES - FEB 2020	100-2256			\$150.00
51920	COURT FEES - FEB 2020	100-2257			\$60.00
Vendor 00785 - STATE OF KANSAS TREASURER Total:					\$1,140.00
Vendor: 00777 - STATE OF KANSAS					
INV0001580	SALES TAX - JAN 2020	510-2210	DFT0001377	02/24/2020	\$1,339.20
Vendor 00777 - STATE OF KANSAS Total:					\$1,339.20
Vendor: 01279 - SUDDENLINK					
INV0001617	COMMUNICATION - CIRCUIT/FIBER - 01/28-02/27/2020	100-110-7622	DFT0001397	02/27/2020	\$344.25
INV0001617	COMMUNICATION - CIRCUIT/FIBER - 01/28-02/27/2020	100-610-7622	DFT0001397	02/27/2020	\$721.30
INV0001617	COMMUNICATION - CIRCUIT/FIBER - 01/28-02/27/2020	100-620-7622	DFT0001397	02/27/2020	\$321.30
INV0001617	COMMUNICATION - CIRCUIT/FIBER - 01/28-02/27/2020	100-730-7622	DFT0001397	02/27/2020	\$321.30
INV0001617	COMMUNICATION - CIRCUIT/FIBER - 01/28-02/27/2020	100-800-7622	DFT0001397	02/27/2020	\$721.30
INV0001617	COMMUNICATION - CIRCUIT/FIBER - 01/28-02/27/2020	510-660-7622	DFT0001397	02/27/2020	\$544.25
INV0001617	COMMUNICATION - CIRCUIT/FIBER - 01/28-02/27/2020	520-670-7622	DFT0001397	02/27/2020	\$521.30
100265321	COMMUNICATION - CIRCUIT/FIBER - 02/28-03/27/2020	100-110-7622	DFT0001435	03/17/2020	\$344.25
100265321	COMMUNICATION - CIRCUIT/FIBER - 02/28-03/27/2020	100-610-7622	DFT0001435	03/17/2020	\$721.30
100265321	COMMUNICATION - CIRCUIT/FIBER - 02/28-03/27/2020	100-620-7622	DFT0001435	03/17/2020	\$321.30
100265321	COMMUNICATION - CIRCUIT/FIBER - 02/28-03/27/2020	100-730-7622	DFT0001435	03/17/2020	\$321.30
100265321	COMMUNICATION - CIRCUIT/FIBER - 02/28-03/27/2020	100-800-7622	DFT0001435	03/17/2020	\$721.30
100265321	COMMUNICATION - CIRCUIT/FIBER - 02/28-03/27/2020	510-660-7622	DFT0001435	03/17/2020	\$544.25
100265321	COMMUNICATION - CIRCUIT/FIBER - 02/28-03/27/2020	520-670-7622	DFT0001435	03/17/2020	\$521.30
Vendor 01279 - SUDDENLINK Total:					\$6,990.00
Vendor: 01698 - SUDDENLINK					
INV0001648	COMMUNICATION - MONTHLY - 02/28-03/27/2020	100-110-7622	DFT0001431	03/09/2020	\$18.48
INV0001648	COMMUNICATION - MONTHLY - 02/28-03/27/2020	100-610-7622	DFT0001431	03/09/2020	\$17.24
INV0001648	COMMUNICATION - MONTHLY - 02/28-03/27/2020	100-620-7622	DFT0001431	03/09/2020	\$167.26
INV0001648	COMMUNICATION - MONTHLY - 02/28-03/27/2020	100-730-7622	DFT0001431	03/09/2020	\$244.16
INV0001648	COMMUNICATION - MONTHLY - 02/28-03/27/2020	100-800-7622	DFT0001431	03/09/2020	\$17.26
INV0001648	COMMUNICATION - MONTHLY - 02/28-03/27/2020	510-660-7622	DFT0001431	03/09/2020	\$18.49
INV0001648	COMMUNICATION - MONTHLY - 02/28-03/27/2020	520-670-7622	DFT0001431	03/09/2020	\$17.26
Vendor 01698 - SUDDENLINK Total:					\$500.15
Vendor: 01705 - SUDDENLINK					
INV0001621	COMMUNICATION - PD LOBBY - 02/26-03/25/2020	100-800-7622	DFT0001408	03/09/2020	\$42.59
Vendor 01705 - SUDDENLINK Total:					\$42.59
Vendor: 01635 - T2 HOLDINGS, LLC					
100256304	SHRED BIN RENTAL AND DISPOSAL	100-110-7190			\$30.00
100256304	SHRED BIN RENTAL AND DISPOSAL	100-800-7190			\$40.00
100256304	SHRED BIN RENTAL AND DISPOSAL	510-660-7190			\$15.00
100256304	SHRED BIN RENTAL AND DISPOSAL	520-670-7190			\$15.00
Vendor 01635 - T2 HOLDINGS, LLC Total:					\$100.00
Vendor: 01788 - TRANSYSTEMS CORPORATION					
INV-0003543379	199TH & RIDGEVIEW ROUNDABOUT DESIGN - JAN 2020	206-000-7150			\$13,483.50
Vendor 01788 - TRANSYSTEMS CORPORATION Total:					\$13,483.50
Vendor: 01399 - VERIZON WIRELESS					
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-100-7622	DFT0001432	03/09/2020	\$167.50
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-200-7622	DFT0001432	03/09/2020	\$83.74
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-220-7622	DFT0001432	03/09/2020	\$69.70
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-300-7622	DFT0001432	03/09/2020	\$43.73
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-500-7622	DFT0001432	03/09/2020	\$219.42
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-610-7622	DFT0001432	03/09/2020	\$40.01
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-620-7622	DFT0001432	03/09/2020	\$43.73
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-640-7622	DFT0001432	03/09/2020	\$69.70
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-720-7622	DFT0001432	03/09/2020	\$51.94
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-730-7622	DFT0001432	03/09/2020	\$69.70
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	100-800-7622	DFT0001432	03/09/2020	\$787.82
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	510-660-7622	DFT0001432	03/09/2020	\$63.73
9849012540	COMMUNICATION - GROUP CELL - 02/24-03/23/2020	520-670-7622	DFT0001432	03/09/2020	\$188.22
Vendor 01399 - VERIZON WIRELESS Total:					\$1,898.94
Vendor: 01409 - VISA					
INV0001649	ICMA - 2020 ICMA MEMBERSHIP	100-200-7700	DFT0001433	03/10/2020	\$883.00
INV0001649	USPS - POSTAGE TO SHIP BACT SAMPLES TO KDHE	510-660-6140	DFT0001433	03/10/2020	\$27.15
Vendor 01409 - VISA Total:					\$910.15

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01412 - VISA					
INV0001640	PINDERDIESEL - #204 ENGINE REPAIR SERVICE	100-640-6720	DFT0001425	03/10/2020	\$2,764.31
INV0001640	USPS - BACT SAMPLES SHIPPED TO KDHE	510-660-6140	DFT0001425	03/10/2020	\$26.75
Vendor 01412 - VISA Total:					\$2,791.06
Vendor: 01415 - VISA					
INV0001650	E.EDWARDS - UNIFORM WORK BOOTS	100-610-5400	DFT0001434	03/10/2020	\$87.75
INV0001650	HOME DEPOT - 9" BLADE, TORCH BLADE & RUBBER HOSE	100-610-6110	DFT0001434	03/10/2020	\$78.92
INV0001650	HOME DEPOT - GORILLA GLUE	100-610-6110	DFT0001434	03/10/2020	\$11.94
INV0001650	HOME DEPOT - WATER - PW	100-610-6110	DFT0001434	03/10/2020	\$6.99
INV0001650	HOME DEPOT - WORK GLOVES	100-610-6730	DFT0001434	03/10/2020	\$11.98
INV0001650	HOME DEPOT - SMOKE DETECTORS ALL CITY BLDGS	100-610-6730	DFT0001434	03/10/2020	\$66.63
INV0001650	TRACTOR SUPPLY - BATTERY CHARGER/MAINTAINER - PARKS	100-620-6660	DFT0001434	03/10/2020	\$39.99
INV0001650	HOME DEPOT - SMOKE DETECTORS ALL CITY BLDGS	100-620-6730	DFT0001434	03/10/2020	\$33.31
INV0001650	HOME DEPOT -RETRACTABLE & REPLACEMENT BLADES- STR	100-640-6660	DFT0001434	03/10/2020	\$19.94
INV0001650	HARBOR FREIGHT - ANGLE GRINDER - STREETS	100-640-6660	DFT0001434	03/10/2020	\$39.98
INV0001650	NORTHERN TOOL - SCREWDRIVERS & DRILL BITS -PW SHOP	100-640-6660	DFT0001434	03/10/2020	\$133.97
INV0001650	HOME DEPOT - SMOKE DETECTORS ALL CITY BLDGS	100-710-6730	DFT0001434	03/10/2020	\$33.31
INV0001650	HOME DEPOT - JANITORIAL SUPPLIES - CH	100-720-6160	DFT0001434	03/10/2020	\$17.94
INV0001650	HOME DEPOT - WATER - PD	100-800-6110	DFT0001434	03/10/2020	\$41.94
INV0001650	HOME DEPOT - SMOKE DETECTORS ALL CITY BLDGS	520-670-6730	DFT0001434	03/10/2020	\$66.63
Vendor 01415 - VISA Total:					\$691.22
Vendor: 01437 - VISA					
INV0001616	OSAWATOMIE CHAMBER - MIAMI COUNTY TOURISM DINNER	100-100-5310	DFT0001394	03/10/2020	\$20.00
INV0001616	EXPEDIA - FLIGHT FOR GSMCON CONFERENCE	100-100-5310	DFT0001394	03/10/2020	\$236.80
INV0001616	TWITTER - ADVERTISING FOR 2020 CENSUS AWARENESS	100-100-7110	DFT0001394	03/10/2020	\$3.27
INV0001616	TWITTER - ADVERTISING FOR 2020 CENSUS AWARENESS	100-100-7110	DFT0001394	03/10/2020	\$19.83
INV0001616	TWITTER - ADVERTISING FOR 2020 CENSUS AWARENESS	100-100-7110	DFT0001394	03/10/2020	\$31.52
INV0001616	FACEBOOK & INSTAGRAM -AD FOR 2020 CENSUS AWARENESS	100-100-7110	DFT0001394	03/10/2020	\$147.00
INV0001616	KAPIO - KS PUBLIC INFORMATION OFFICERS ANNUAL DUES	100-100-7700	DFT0001394	03/10/2020	\$40.00
Vendor 01437 - VISA Total:					\$498.42
Vendor: 01444 - VISA					
CM0000018	FLORETTE BY COUNTRYSIDE - CREDIT FOR SALES TAX	100-110-6040	DFT0001395	03/10/2020	-\$3.28
Vendor 01444 - VISA Total:					-\$3.28
Vendor: 01448 - VISA					
INV0001659	BB'S GRILL & BAR - LUNCH MTG WITH MI CO APPRAISER	100-100-7110	DFT0001444	03/10/2020	\$36.96
Vendor 01448 - VISA Total:					\$36.96
Vendor: 01687 - VISA					
INV0001645	RAY ALLEN MANUF - SALES TAX ERROR - REFUND	100-800-6240	DFT0001429	03/10/2020	-\$271.48
INV0001645	RAY ALLEN MANUF - NEW E-COLLAR FOR K9 NIKO	100-800-6240	DFT0001429	03/10/2020	\$247.98
INV0001645	KDPA-CERTIFICATION, SEMINAR AND MEMBERSHIP	100-800-7700	DFT0001429	03/10/2020	\$85.00
Vendor 01687 - VISA Total:					\$61.50
Vendor: 01738 - VISA					
INV0001579	INDEED - JAN 2020 JOB POSTINGS -PAYROLL & STRT SUP	100-140-7130	DFT0001375	02/11/2020	\$256.31
INV0001579	INDEED - DEC 2019 JOB POSTINGS -PAYROLL & STRT SUP	100-140-7130	DFT0001375	02/11/2020	\$239.00
INV0001579	INDEED - JAN 2020 JOB POSTINGS - UTILITIES MW BALANCE	100-140-7130	DFT0001375	02/11/2020	\$1.66
INV0001579	INDEED - DEC 2019 JOB POSTINGS - PD	100-800-7130	DFT0001375	02/11/2020	\$13.01
INV0001579	INDEED - JAN 2020 JOB POSTINGS - PD	100-800-7130	DFT0001375	02/11/2020	\$115.70
INV0001579	INDEED - DEC 2019 JOB POSTINGS - UTILITIES MW	510-660-7130	DFT0001375	02/11/2020	\$13.76
INV0001579	INDEED - JAN 2020 JOB POSTINGS - UTILITIES MW	510-660-7130	DFT0001375	02/11/2020	\$128.49
Vendor 01738 - VISA Total:					\$767.93
Vendor: 01739 - VISA					
INV0001641	PIZZA HUT - MEAL FOR SNOW CREW	100-610-6020	DFT0001426	03/10/2020	\$96.65
INV0001641	KRPA - AFO TRAINING REGISTRATION	100-620-5310	DFT0001426	03/10/2020	\$300.00
INV0001641	OFFICE DEPOT - DRY ERASE MARKERS & TAPE	100-620-6110	DFT0001426	03/10/2020	\$25.53
INV0001641	HARBOR FREIGHT TOOLS - HAND TOOLS FOR TRUCKS	100-620-6660	DFT0001426	03/10/2020	\$235.70
INV0001641	HOME DEPOT - COUPLER LOCK & TARP	100-620-6660	DFT0001426	03/10/2020	\$156.94
INV0001641	HOME DEPOT - HAND TOOLS	100-620-6660	DFT0001426	03/10/2020	\$431.88
INV0001641	TRACTOR SUPPLY CO - LIFTING STRAPS	100-620-6660	DFT0001426	03/10/2020	\$81.96
INV0001641	AMAZON - TIRES FOR DEWEEZE	100-620-6750	DFT0001426	03/10/2020	\$167.75
Vendor 01739 - VISA Total:					\$1,496.41

Payable Number	Description (Payable)	Account Number	Payment Number	Payment Date	Amount
Vendor: 01750 - VISA					
INV0001598	ICC - IRC INSPECTORS STUDY GUIDE	100-500-5310	DFT0001427	03/10/2020	\$69.00
INV0001598	ICC - PERMIT TECH CERT - STUDY MATERIAL	100-500-5310	DFT0001427	03/10/2020	\$88.45
INV0001598	KACE - 2020 PROF MEMBER CONFERENCE	100-500-5310	DFT0001427	03/10/2020	\$255.00
INV0001598	ICC - BLDG INSPECTOR EXAM	100-500-5310	DFT0001427	03/10/2020	\$219.00
INV0001598	ICC - PROP MAINT & HOUSING INSPECTOR EXAM	100-500-5310	DFT0001427	03/10/2020	\$219.00
INV0001598	PRICE CHOPPER - HOSPITALITY FOR JOCO HOUSING STUDY	100-500-6020	DFT0001427	03/10/2020	\$24.26
INV0001598	FUEL EXPRESSO - CAR WASH - '05 ESCAPE	100-500-6720	DFT0001427	03/10/2020	\$10.00
INV0001598	WES'S CAR WASH - '08 ESCAPE	100-500-6720	DFT0001427	03/10/2020	\$10.00
Vendor 01750 - VISA Total:					\$894.71
Vendor: 01754 - VISA					
INV0001623	SH CHAMBER - SMARTER SERVICE - CUST SERV WORKSHOP	100-800-5310	DFT0001428	03/10/2020	\$30.00
INV0001623	AMAZON- PD ADMINISTRATIVE SUPPLIES	100-800-6110	DFT0001428	03/10/2020	\$57.88
Vendor 01754 - VISA Total:					\$87.88
Vendor: 01755 - VISA					
INV0001622	PROVISION - 3 BODY CAM CLIPS	100-800-6110	DFT0001407	03/10/2020	\$68.09
INV0001622	C&H QUICK STOP-FUEL FOR UNIT #855	100-800-6710	DFT0001407	03/10/2020	\$19.00
Vendor 01755 - VISA Total:					\$87.09
Vendor: 01782 - VISA					
INV0001619	CALIBRE PRESS- ADVANCED TACTICS TRAINING	100-800-5310	DFT0001406	03/10/2020	\$169.00
INV0001619	PRI MANAGEMENT GRP - MANAGING POLICE RECORDS TRNG	100-800-5310	DFT0001406	03/10/2020	\$215.00
INV0001619	AMAZON-PROTECTIVE EQUIPMENT FOR SIMULATIONS TRNG	100-800-6110	DFT0001406	03/10/2020	\$217.68
INV0001619	NAPA- AUXILIARY BATTERY FOR IMPALA	100-800-6720	DFT0001406	03/10/2020	\$97.99
INV0001619	AMAZON- REAR WINDSHIELD WIPER BLADES	100-800-6720	DFT0001406	03/10/2020	\$47.97
INV0001619	AMAZON- FRONT WINDSHIELD WIPER BLADES	100-800-6720	DFT0001406	03/10/2020	\$77.97
INV0001619	DEFENSE SOLUTIONS GROUP-WEAPONS EQUIPMENT	100-800-8111	DFT0001406	03/10/2020	\$615.00
Vendor 01782 - VISA Total:					\$1,440.61
Vendor: 01825 - VISA					
INV0001639	FAMILY FARM AG SERVICES - MOUSE BAIT-LIFT STATIONS	520-670-6500	DFT0001423	03/10/2020	\$22.00
Vendor 01825 - VISA Total:					\$22.00
Vendor: 01462 - WASTE MANAGEMENT OF KANSAS, INC.					
0392664-4856-0	TRASH COLLECTION - JAN 2020	100-2220	DFT0001376	02/26/2020	\$49,617.58
Vendor 01462 - WASTE MANAGEMENT OF KANSAS, INC. Total:					\$49,617.58
Vendor: 00233 - WESTERN DIESEL SERVICES, INC					
SVI081597	GENERATOR SERVICE - WWTP	520-670-7190			\$3,677.19
Vendor 00233 - WESTERN DIESEL SERVICES, INC Total:					\$3,677.19
Vendor: 01505 - WITHHOLDING TAX					
INV0001611	KANSAS WITHHOLDING TAX PAYABLE	100-2100	DFT0001390	03/13/2020	\$4,167.63
INV0001611	KANSAS WITHHOLDING TAX PAYABLE	510-2100	DFT0001390	03/13/2020	\$335.66
INV0001611	KANSAS WITHHOLDING TAX PAYABLE	520-2100	DFT0001390	03/13/2020	\$353.64
Vendor 01505 - WITHHOLDING TAX Total:					\$4,856.93
Grand Total:					\$242,476.32

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PATRICK BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MARCH 26, 2020
DATE: MARCH 9, 2020

Consent Agenda Item: Temporary Use Permit TUP-000007-2020, H.E.R.S. Inc.

Issue: Proposed Temporary Use Permit

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

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

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

Alternatives: Approval, denial, table.

Legal Review: Not applicable.

Funding Review or Budgetary Impact: Not applicable.

Recommendation: Staff recommends approval of TUP-000007-2020 allowing the outside display of merchandise at 209 S. Webster subject to the following conditions:

1. Outside display is limited to 12 lawn equipment items
2. Outside display is limited to the hours of 8:00-4:30, Monday thru Friday
3. Outside display is limited to the hours of 8:00-12:00, Saturdays
4. Items must be setback at least 25 feet from the street(s). Use of public right-of-way is prohibited.
5. Temporary Use Permit expires 12/31/20, subject to renewal by the Governing Body
6. Unresolved violations of Temporary Use Permit and related conditions are subject to revocation of TUP by staff.

Attachments: TUP application
Permission letter from property owner



Temporary Use Permit Application

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

TEMPORARY USE AREA

ADDRESS 209 S. Webster St., Spring Hill, Ks.

PRESENT USE OF PROPERTY Vacant Lot

PRESENT ZONING C-2

LEGAL DESCRIPTION SPRING HILL LTS 1 & 2 BLK 4 SPC-0031

REASON FOR REQUESTING A TEMPORARY USE PERMIT To display outdoor power equipment (Lawn mowers)

Between the hours of 8:00 am to 4:30 pm, Monday thru Friday and 8:00 am to 12:00 pm on Saturdays.

TIME REQUIRED FOR TEMPORARY USE 1 year

APPLICANT

NAME H.E.R.S. Inc. / Cathy Mitchell

ADDRESS 107 W. Johnson St.

CITY Spring Hill STATE Ks. ZIP 66083

PHONE 913.247.3530 FAX 913.247.3531

EMAIL cathy@hersinc.net

OWNER (if different from Applicant)

NAME Andrea Rice

ADDRESS 661 W North st

CITY Spring Hill STATE KS ZIP 66083

PHONE 913 439 0404 FAX

EMAIL aricehomes@gmail.com

APPLICANT/OWNER SIGNATURE Cathy Mitchell DATE 1/14/2020

OFFICE USE ONLY
Date Application Received Received By Amy Long
FILE CODE TUP-000007-2020 TUP EXPIRATION DATE Dec. 31, 2020
Is TUP subject to special conditions? [] Yes [] No CITY COUNCIL APPROVAL REQUIRED? [X] Yes [] No
PLANNING & DEVELOPMENT DIRECTOR DATE
CITY ADMINISTRATOR DATE
CITY COUNCIL MEETING DATE 3/20/20 [] APPROVED [] DENIED

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

January 14, 2020

To whom it may concern:

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

Regards,

A handwritten signature in cursive script that reads "Andrea Rice".

Andrea Rice

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PATRICK BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MARCH 26, 2020
DATE: MARCH 9, 2020

Consent Agenda Item: Temporary Use Permit TUP-000008-2020

Issue: Proposed Temporary Use Permit Spring Hill Baptist Church

Background: The applicant, Deana Finch, has submitted a Temporary Use Permit application for the Spring Hill Farmer's Market at 406 W. Nichols Street.

Analysis: The 2020 Spring Hill Farmer's Market will be held at the Spring Hill Baptist Church, 406 W. Nichols Street, again this year. They are requesting the temporary use permit for the timeframe of May 23 through August 29, 2020. The market will be open on Saturday mornings from 7:30 a.m. until 11:30. Ms. Deana Finch, applicant, will work with staff on the location / placement of promotional signs. The Community Development Department did not receive any complaints from the community or the vendors regarding the market. The comments brought forth about the market have all been very positive.

Alternatives: Approval /Denial / Return for further study

Legal Review: Not applicable

Funding Review or Budgetary Impact: Not applicable

Recommendation: Approve the temporary use permit TUP-000008-2020, for Deana Finch, to operate a farmer's market at 406 W. Nichols. The operation period will be May 23 through August 29, 2020, from 7:30 a.m. until 11:30.

Attachments: TUP application
Aerial view



Temporary Use Permit Application

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

RECEIVED

FEB 19 2019

CITY OF SPRING HILL, KS
TIME _____ INITIALS AC

TEMPORARY USE AREA

ADDRESS 406 W. Nichols

PRESENT USE OF PROPERTY Church parking lot

PRESENT ZONING _____

LEGAL DESCRIPTION _____

REASON FOR REQUESTING A TEMPORARY USE PERMIT Farmers Market

TIME REQUIRED FOR TEMPORARY USE May - Sept. Saturday only 7:30-11:30A.

APPLICANT

NAME Deana Firth

ADDRESS 408 W. Nichols

CITY SH STATE KS ZIP 66083

PHONE (815) 608-1393 FAX _____

EMAIL deana.firth@gmail.com

OWNER (if different from Applicant)

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

EMAIL _____

APPLICANT/OWNER SIGNATURE [Signature] DATE 2/19/2020

OFFICE USE ONLY
Date Application Received 2/19/20 Received By [Signature]
FILE CODE TUP 000008 - 2020 TUP EXPIRATION DATE 3/1/8/29/20
Is TUP subject to special conditions? [] Yes [] No CITY COUNCIL APPROVAL REQUIRED? [X] Yes [] No
PLANNING & DEVELOPMENT DIRECTOR _____ DATE _____
CITY ADMINISTRATOR _____ DATE _____
CITY COUNCIL MEETING DATE 3/26/20 [] APPROVED [] DENIED

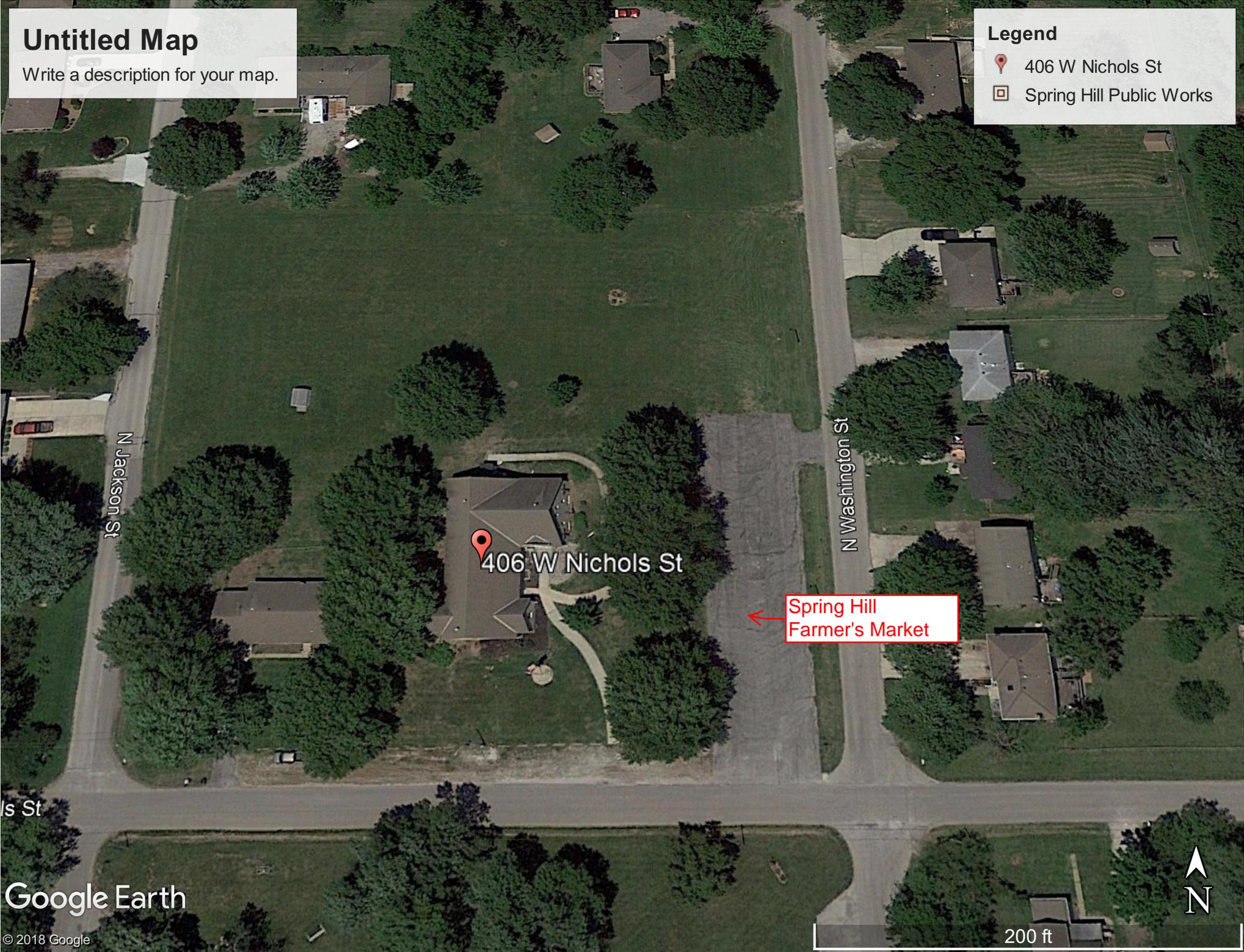
Please see the back of this application for more details regarding Temporary Use Permits, Section 17.356

Untitled Map

Write a description for your map.

Legend

-  406 W Nichols St
-  Spring Hill Public Works



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PATRICK BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MARCH 26, 2020
DATE: MARCH 9, 2020

Consent Agenda Item: Temporary Use Permit TUP-000009-2020, H.E.R.S. Inc.

Issue: Proposed Temporary Use Permit

Background: The applicant, H.E.R.S. Inc., has submitted a temporary use permit application for the outside display of merchandise on the north side of the business located at 107 W. Johnson Street.

The business sales and repairs mowers and small equipment. The applicant is requesting permission to display mowers and equipment outside during business hours with a maximum of 10 mowers displayed behind the property line. The business was issued a TUP in 2019 for the exact use. The City did not have any problems or complaints with the practice.

Analysis: A temporary use permit is required to be approved by the City Council if the time period exceeds three days. This permit request is valid from the date of issued through December 31, 2020. Approval of the permit allows for limited display of merchandise, on private property, that is compatible with the business and seasonably appropriate.

Alternatives: Approval, denial, table.

Legal Review: Not applicable.

Funding Review or Budgetary Impact: Not applicable.

Recommendation: Staff recommends approval of TUP-000009-2020, allowing the outside display of merchandise, on the north side of the building, subject to the following conditions:

1. Outside display is limited to 10 lawnmowers or less
2. Display area is limited to the paved area on the north side of 107 W. Johnson Street, south the property line. Use of public right-of-way is prohibited.
3. This Temporary Use Permit expires 12/31/20.
4. Unresolved violations of the Temporary Use Permit and related conditions are subject to revocation of TUP by staff.

Attachments: TUP application



Temporary Use Permit Application

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

TEMPORARY USE AREA

ADDRESS 107 W. Johnson St., Spring Hill, Ks.

PRESENT USE OF PROPERTY Parking Lot

PRESENT ZONING C-2

LEGAL DESCRIPTION Legal Desc. (abbreviated) SPRING HILL LT 3 EX S 30' & ALL LTS 4 & 5 & E1/2 VAC
ALLEYADJ LT 5 & N 20' LT 4 BLK 3 SPC 23

REASON FOR REQUESTING A TEMPORARY USE PERMIT To display outdoor power equipment (Lawn mowers)
Between the hours of 8:00 am to 4:30 pm, Monday thru Friday and 8:00 am to 12:00 pm on Saturdays.

TIME REQUIRED FOR TEMPORARY USE 1 year

APPLICANT

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

OWNER (if different from Applicant)

NAME
ADDRESS
CITY STATE ZIP
PHONE FAX
EMAIL

APPLICANT/OWNER SIGNATURE Cathy Mitchell DATE 1/14/2020

OFFICE USE ONLY
Date Application Received Received By
FILE CODE TUP 000009 - 2020 TUP EXPIRATION DATE 12-31-20
Is TUP subject to special conditions? CITY COUNCIL APPROVAL REQUIRED?
PLANNING & DEVELOPMENT DIRECTOR DATE
CITY ADMINISTRATOR DATE
CITY COUNCIL MEETING DATE 3/26/20 [] APPROVED [] DENIED

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

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JAMES E. BOYER, DIRECTOR OF PUBLIC WORKS
MEETING DATE: MARCH 26, 2020
DATE: MARCH 11, 2020

Consent Agenda Item: Johnson County Watershed Organization 3 Agreement

Issue: Consider City of Spring Hill to become a member of Johnson County Watershed Organization 3.

Background: In coordination with the Stormwater Management Program, Johnson County has invited cities within the county to join in a collaborative effort to work together to address stormwater and flood control matters from a watershed level.

Analysis: In the past, stormwater improvement efforts within Johnson County were carried out independently. While independent cities are limited by geographical constraints, and budgets to fund related projects, stormwater and flood control matters are not. By taking a more collaborative approach to implement better stormwater management strategies, Johnson County has reached out to communities to help guide them through these common challenges that everyone faces. The Watershed Agreement will be in cooperation with the cities of Edgerton, Gardner, Spring Hill, as well as unincorporated Johnson County members. By signing the Organization Agreement, the City of Spring Hill will benefit through potential funding for stormwater improvements for 2021 and beyond. In order to benefit, the City of Spring Hill must be a participating member of a Watershed Organization. Also, by signing this agreement, we agree to cooperate with other organizations to address common stormwater concerns as well as enhance intercity collaboration on stormwater improvement efforts within the watersheds. Beginning January 1, 2020, this agreement shall remain in effect for 10 years. Any individual member may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

In January of this year, staff submitted an agreement and City Council approved the City of Spring Hill to become a member of the Johnson County Watershed Organization 4. The City limits of Spring Hill is within two watersheds: 3 and 4. We request consideration to approve and sign the agreement for the establishment of Watershed Organization 3 in Johnson County.

Alternatives:

- Motion to authorize and direct the Mayor to approve and sign the Agreement for the Establishment of Watershed Organization 3 in Johnson County.
- Deny such.
- Remand city staff for additional information.

Legal Review: The agreement documents have been reviewed and approved by the City Attorney.

Funding Review or Budgetary Impact: There is No Budgetary Impact to the City.

AGENDA ITEM REVIEW SHEET

Recommendation: Motion to authorize and direct the Mayor to approve and sign the Agreement for the Establishment of Watershed Organization 3 in Johnson County.

Attachments:

- Watershed Organization 3 Agreement
- Watershed Organization 3 By-Laws
- Watershed Organization 3 Boundaries Map

Agreement for the Establishment of Watershed Organization 3 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Leawood, Olathe, Overland Park, Spring Hill, and unincorporated Johnson County, Kansas (collectively “Watershed Organization Member” or “Members”); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the “Watershed Organization”).

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 3 (the “Organization”) which shall be an unincorporated association.

2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).
3. The Organization’s general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.
4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.
5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.
6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).
7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization’s cooperative effort with respect to flood risk reductions, water quality and system replacement.
8. The Organization’s internal operating procedures shall be as set forth by the “Watershed Organization By-laws,” a copy of which is attached to this Agreement.
9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.
10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member’s statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.
11. Individual Member’s may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 5)

City of Leawood, Kansas

Peggy J. Dunn, Mayor

Attest: City Clerk

Date

Signature Page (2 of 5)

City of Olathe, Kansas

Michael Copeland, Mayor

Attest: City Clerk

Date

Signature Page (3 of 5)

City of Overland Park, Kansas

Carl R. Gerlach, Mayor

Attest: City Clerk

Date

Signature Page (4 of 5)

City of Spring Hill, Kansas

Steven M. Ellis, Mayor

Attest: City Clerk

Date

Signature Page (5 of 5)

Board of County Commissioners of Johnson County, Kansas

Ed Eilert, Chairman

Attest: Deputy County Clerk

Date

**BY-LAWS OF
WATERSHED ORGANIZATION 3
JOHNSON COUNTY, KANSAS**

**ARTICLE I
STATEMENT OF PURPOSE**

Pursuant to the agreement between the Cities of Leawood, Olathe, Overland Park, Spring Hill, and unincorporated Johnson County, Kansas (collectively the “Members”); the following rules are to govern the transaction of business by Watershed Organization 3 (the “Organization”), an unincorporated association. The objectives, purposes, powers and duties of the Organization are as follows:

1. Implement goals of Watershed Organization Agreement (“Agreement” as adopted by the Members.
2. Coordinate efforts among the Members in planning of improvements within the Watershed.
3. Discuss stormwater investments under consideration and better collaborate on a watershed basis.
4. Develop and maintain a watershed-based master plan that includes projects and policies to reduce flood risk, maintain and replace systems and improve water quality irrespective of jurisdictional boundaries.
5. Work cooperatively to implement the watershed-based master plan by jointly developing and funding studies and projects that benefit the watershed.
6. Work cooperatively to adopt common stormwater design standards and achieve a consistent level of service throughout the watershed.
7. Develop best management practices designed to protect investment in existing stormwater improvements through proper maintenance.
8. Assist with permitting and other common needs or benefits.
9. Provide letters of support for outside funding source applications.

**ARTICLE II
MEMBERSHIP**

Section 1. Membership.

Each Member which is and remains a signatory to the Watershed Organization Agreement shall appoint one representative to serve as a participating member of the Watershed Organization. Membership qualifications shall be established, vacancies filled, and members removed as determined by each Member for that Member’s position.

In order to ensure further coordination of stormwater management throughout the Watershed, other entities that have an interest may be invited to nominate a representative from their organizations to

serve as ex officio members on the Organization. The qualifications for and manner of appointment for ex-officio members shall be at the sole discretion of the participating Members of the Organization.

Section 2. Quorum.

A quorum shall consist of a majority of the entire membership of the Organization. In the absence of a quorum, the Organization may discuss issues on the agenda but may not conduct any formal business or take any action on behalf of the Organization. Members may attend meetings and vote by telephone or by proxy.

Section 3. Voting.

Each member of the Organization present at a meeting shall be entitled to one vote.

ARTICLE III OFFICERS AND THEIR DUTIES

Section 1. Officers.

The officers of the Organization shall consist of a chairperson, vice-chairperson, and secretary, who shall be members appointed to the Organization. The officers shall perform the duties prescribed in these bylaws, and any other duties prescribed by the parliamentary authority adopted by the Organization.

Section 2. Election of Officers.

- (a) The Organization shall elect officers by a majority vote annually at the first regular meeting of the calendar year.
- (b) Nomination of officers shall be made from the floor by Organization members. Nominees shall accept the nomination in order to become a candidate. After an acceptance, Members may discuss nominations.
- (c) Elections shall follow immediately after any discussion of the nomination, and shall be made by motion of any Organization member. The motion shall receive a second prior to a vote on the motion by Organization members.
- (d) A candidate receiving a majority vote of the entire membership of the Organization shall be declared elected and shall fill the office nominated for one year or until the successor shall take office. In the event that no candidate receives a majority vote of the entire membership of the Organization, the election process shall be repeated.
- (e) Any vacancies in offices shall be filled immediately by regular election procedure.

Section 3. The Chairperson's Duties.

The Chairperson:

- (a) Shall call any regular or special meetings of the Organization and authorize the agenda for any meeting.
- (b) Shall be the presiding officer at all meetings of the Organization at which the Chairperson is present.
- (c) Shall have the privilege of recognizing all speakers and Organization members and declaring who has the floor for the purposes of all discussions and proceedings before the Organization,
- (d) Shall decide all points of order and procedure in accordance with the parliamentary procedure adopted by the Organization, and
- (e) Shall sign all official documents for the Organization.

Section 4. The Vice-Chairperson's Duties.

The Vice-Chairperson:

- (a) Shall act as the Chairperson in the absence or disability of the Chairperson.
- (b) Shall co-sign all official documents for the Organization.

Section 5. The Secretary's Duties.

The Secretary:

- (a) Shall act as the Chairperson in the absence or disability of the Chairperson and Vice-Chairperson.
- (b) Shall attest to the Chairperson's and Vice-Chairperson's signature on all official documents for the Organization.
- (c) Shall tend to any correspondence with the Jurisdiction's staff, applicants, and the public, as directed by the Chairperson and as necessary for carrying out duties and objectives of the Organization.
- (d) Shall take and keep minutes of all Organization meetings.
- (e) Shall be the Custodian of Records for the Organization.

Section 6. Acting Officers.

- (a) In the absence or disability of the Chairperson, the Vice-Chairperson, and Secretary, an acting Chairperson shall be selected by the members of the Organization present.
- (b) In the absence or disability of the Secretary, an acting Secretary shall be selected by the members of the Organization present.
- (c) A member of the Organization may act to fulfill the duties of only one office at a time unless serving in the absence or disability of another officer.

**ARTICLE IV
SUPPORT STAFF**

The Organization shall utilize, as necessary, the staff provided and authorized by the Members to assist in the completion of the Organization's work. Support staff may include:

- (a) Staff planner(s), engineer(s), or appointed consultants for the Member responsible for planning and public works functions in the Watershed Organization;
- (b) Designated planner, engineer, or consultant for the Organization, funded by funds made available through the Organization's actions or as authorized by the Members;
- (c) Any other support staff designated to represent the interests of the Members and assist in implementation of the Watershed Organization Watershed Plan.

ARTICLE V MEETINGS

Section 1. Regular Meetings.

- (a) Regular meetings of the Organization shall be held as needed, but at least bi-annually.
- (b) A meeting may be cancelled by directive of the presiding officer for failure to assemble a quorum for a scheduled meeting.
- (c) Held via teleconferences, Skype, etc...

Section 2. Special Meetings.

- (a) Special meetings may be called as needed to handle business of the Organization. Special meetings may be called by the Chairperson, or at the request of three members of the Organization to the Chairperson, provided that prior notice is given to each Member of the Organization of the time, place, and agenda of such meeting, and provided all other public notice requirements are met.
- (b) No business other than that specified in the agenda may be considered at a special meeting, except by unanimous consent of the Members present at the special meeting.

ARTICLE VI PARLIAMENTARY PROCEDURE

The rules contained in the current edition of *Robert's Rules of Order* shall govern the Organization in all cases to which they are applicable except where they are inconsistent with these bylaws, any special rules of order the Organization may adopt, or any of the Kansas Statutes Annotated that are applicable to the operation of the Organization.

ARTICLE VII AMENDMENT OF BYLAWS

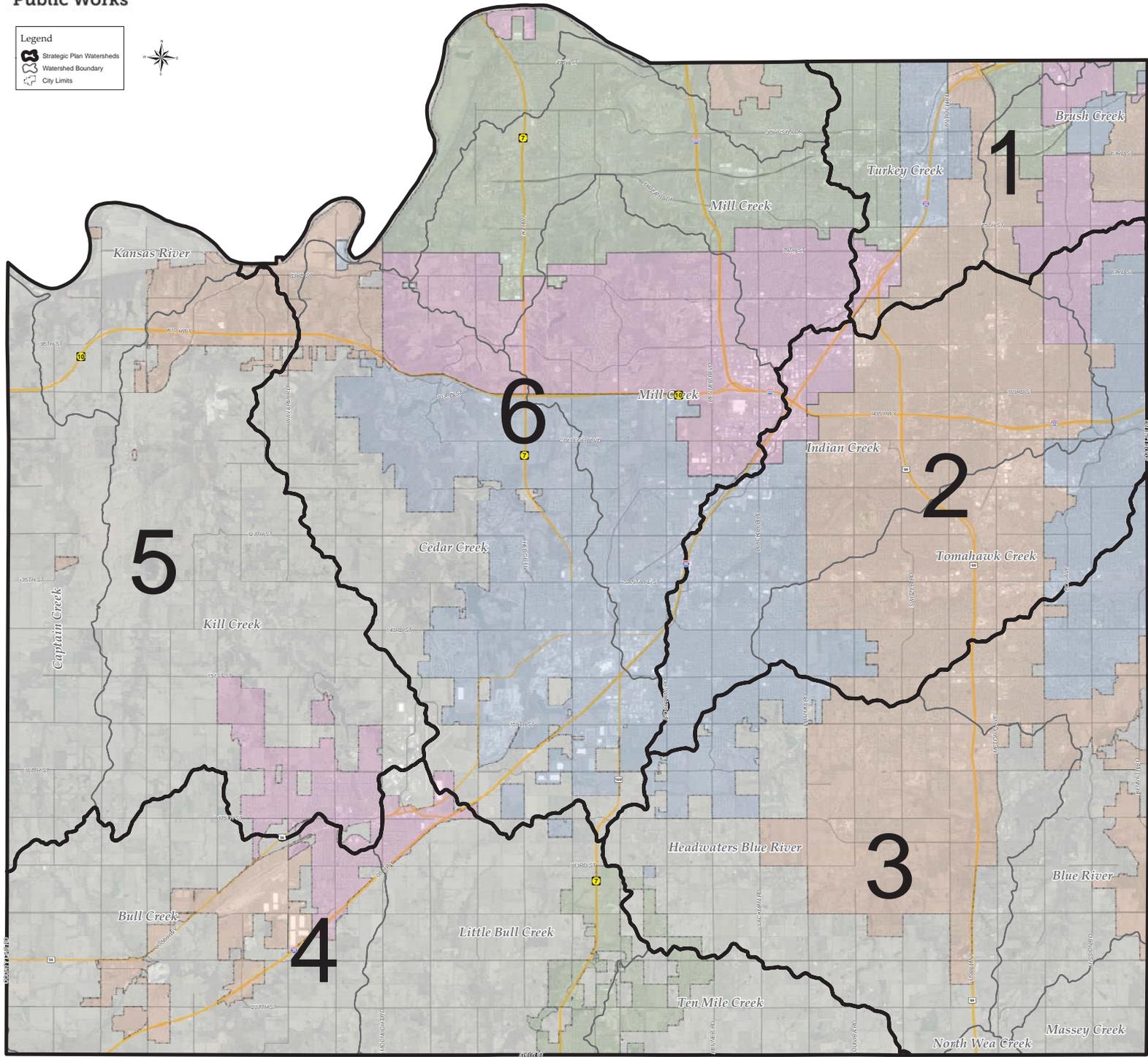
Section 1. These bylaws may be amended by an affirmative vote of the majority of the Organization.

Section 2. Proposals for amendment of the bylaws shall be presented in writing at a meeting of the Organization and action on the proposed amendment shall be taken at a subsequent meeting.

These bylaws are approved and adopted by Watershed Organization 3 this 1st day of January, 2020.

Legend

- Strategic Plan Watersheds
- Watershed Boundary
- City Limits



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JAMES E. BOYER, DIRECTOR OF PUBLIC WORKS
MEETING DATE: MARCH 26, 2020
DATE: MARCH 17, 2020

Formal Action Item: Consider Approval for 2020 CDBG Sewer Rehab Engineering Task Agreement No: 20-1 for \$36,504.42.

Issue: 2020 CDBG Sanitary Sewer Collection System Rehabilitation.

Background: In 2019, the City of Spring Hill applied for Johnson County Community Development Block Grant (CDBG) Funding and was allocated \$153,874.00 to rehabilitate a portion of the sanitary sewer collection system in the city's original townsite.

Analysis: City staff, in conjunction with our consulting engineer, Lamp/Rynearson, identified areas of the sanitary sewer collection system; manholes and line segments, that would qualify for rehabilitation. To restore the older vitrified clay pipelines and brick/block manholes, we would incorporate "cured-in-place-pipe" (CIPP) and manhole surface grouting/sealing techniques respectively. Over 3,000 linear feet of pipe and 35 manholes would be included in the scope of work.

The Engineering Scope of Services would involve:

- Hiring a sub-consultant for Cleaning and Closed-Circuit Televising (CCTV) of the pipelines and manholes.
- Preparing Contract Documents, Bidding, Construction Administration and Observation.

Total estimated costs for this project is \$299,736.00. Once the pipeline segments and manholes have been cleaned and inspected, the information received will result in Lamp/Rynearson providing updated total estimated costs for the project.

Lamp/Rynearson Engineering has provided a Task Agreement for authorization to begin the process for this consulting work.

Alternatives:

- Motion to approve Task Agreement No. 20-1 for the amount of \$36,504.42.
- Deny such.
- Defer item and remand staff for additional information.

Legal Review: N/A.

Funding Review or Budgetary Impact: Wastewater Fund.

AGENDA ITEM REVIEW SHEET

Recommendation: Motion to approve the Task Agreement 20-1 for \$36,504.42.

Attachments:

- Task Agreement – Lamp/Rynearson

City of Spring Hill – 2020 CDBG Sanitary Sewer Rehabilitation

Contract: On-Call Professional City Engineering Services

Ordinance or Resolution:

Task Agreement No: 20-1

Funding Amount: \$36,400

Purchase Order No:

Project Title: 2020 CDBG Sanitary Sewer Rehabilitation

Contractor/Consultant:
Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): Fee Estimate

PROJECT Scope (can be in the form of an attachment):

1. Sanitary Sewer Rehabilitation: Cleaning and CCTV inspection of 3,827 LF of existing sewer (via subconsultant) and manhole inspections. Length is based on GIS sewer map. Cost for cleaning assumes only Normal Cleaning is required, line segments in easements are accessible, and no more than 10 hours of root cutting.
2. Contract Documents, Bidding, Construction Administration and Observation. See attachment.

The attached services will be provided for an hourly rate not to exceed \$36,400, including direct expenses.

Staff Signatures

Partner Signatures

Mayor:

City Administrator:

Division Manager:

Company Principal (if different):

Steven M. Ellis

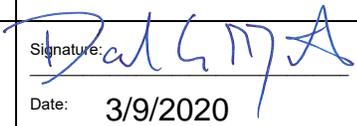
Jim Hendershot

Daniel G. Miller, P.E.

Tony O'Malley, P.E.

Signature: _____

Signature: _____

Signature: 

Signature: _____

Date: _____

Date: _____

Date: 3/9/2020

Date: _____

Project Type: Design Construction Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation _____ Planning _____ Water _____ Wastewater Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional City Engineering Services Agreement by and between the City of Spring Hill, Kansas, and Lamp Rynearson (Professional), **dated 4/11/2019**.

Attach scope of work, budget, and other supporting material

Project: 2020 CDBG Sanitary Sewer Rehabilitation

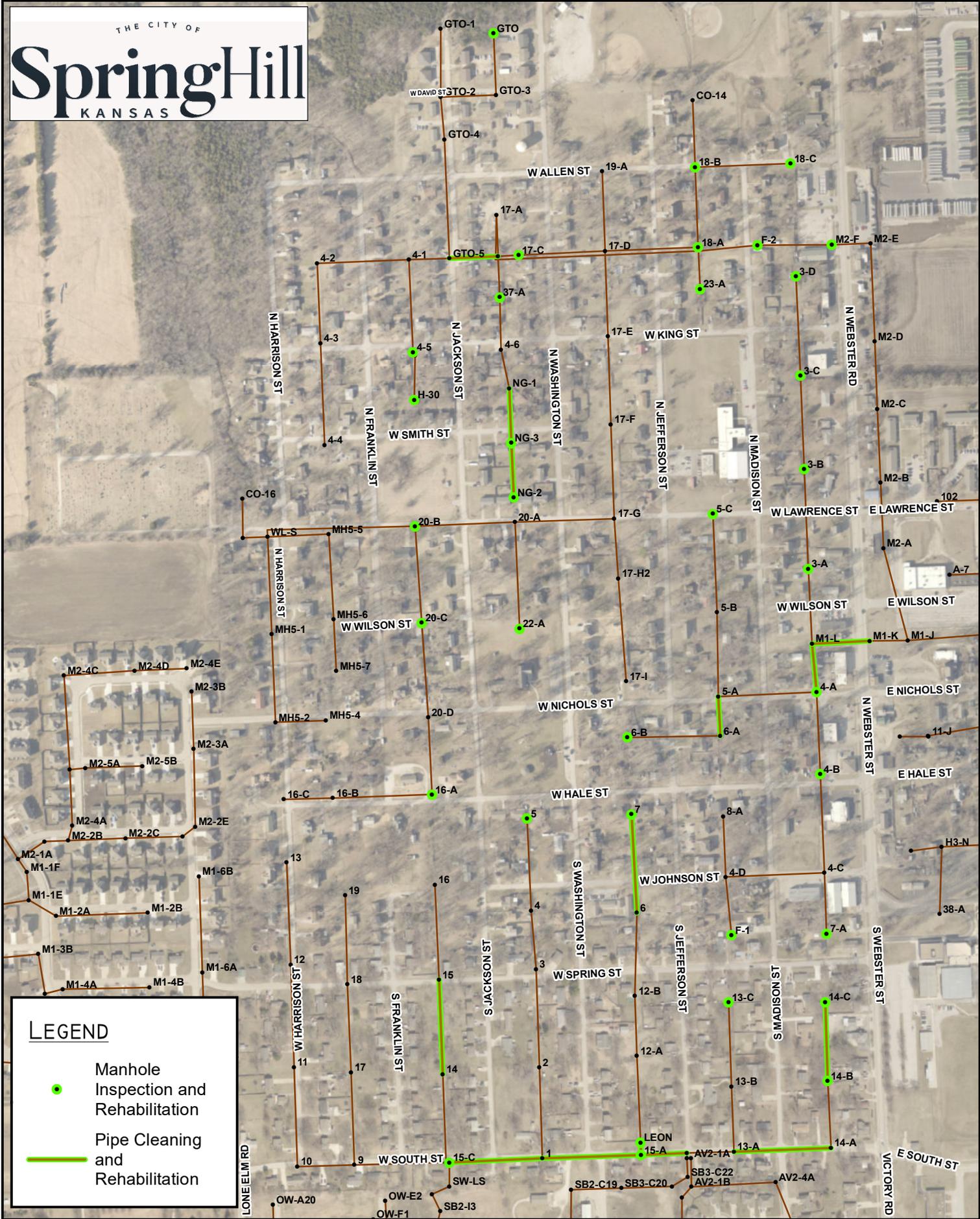
Date: 3/9/2020



Item Description	Project Cost Notes	
1 Construction Cost	\$ 299,736	LR Estimate 3/5/2020, 20% Contingency
2 Engineering		
Survey	\$ -	No topographic or boundary survey
Cleaning, CCTV Inspection and MH Inspections	\$ 14,976	By Subconsultant, estimated in LR Proposed Task Agmt 20-1
Final Design and Bidding	\$ 14,406	LR Proposed Task Agmt 20-1
Consultant EDC	\$ 3,072	LR Proposed Task Agmt 20-1
3 Construction Observation (Consultant)	\$ 4,050	LR Proposed Task Agmt 20-1, Part Time
4 Material Testing	\$ 1,499	0.5% of Construction
5 Project Administration	\$ 1,499	0.5% of Construction
6 Legal fees, Publications	\$ 750	Minority Paper Advertisement, Other
7 R/W and Easement Acquisition		
Ownerships	\$ -	Assumed no easements or R/W
Appraisals	\$ -	
Acquisition Fees	\$ -	
Acquisition Payments	\$ -	
8 Utility Relocations	\$ -	None anticipated
9 Financing and Bonding	\$ -	Not included for now
Total Project Cost	\$ 339,988	
CDBG Funding	\$ 140,000	
City Share	\$ 199,988	

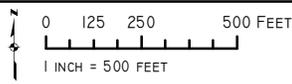
Notes

- 1) All costs are 2020 construction estimates. Costs do not include mobilization, traffic control, and any special easement access
- 2) Sanitary sewer repair quantities on Construction Cost Estimate are estimated (to be updated after inspections)
- 3) Cost for CCTV inspection assumes vehicle can access manholes in easements



LEGEND

- Manhole Inspection and Rehabilitation
- Pipe Cleaning and Rehabilitation



SPRING HILL, KS - SANITARY SEWER

3/5/2020

2020 CDBG Sanitary Sewer Rehabilitation			Preliminary Estimate (pre-inspection)		
Spring Hill, KS					
Item No.	Item Description	Unit	Quantity	Price/unit	Extension
1	Cured In Place Pipe (CIPP) (8")	L.F.	3,057	\$ 40.00	\$ 122,280.00
2	Point Repair 5-foot (or less) (8")	E.A.	11	\$ 8,000.00	\$ 88,000.00
3	Additional Linear Foot Point Repair (8")	L.F.	30	\$ 350.00	\$ 10,500.00
4	Manhole Cementitious Lining	V.F.	116	\$ 250.00	\$ 29,000.00

Subtotal: \$ 249,780.00
Contingency (20%): \$ 49,956.00
Total Construction Cost: \$ 299,736.00

Assumptions:

1. CIPP Contractor to trim any intruding taps
2. 11 of the 14 sewer main segments need at least 1 point repair
3. Point repair (5-foot or less) item includes surface restoration and 5-ft of any laterals within R/W
4. Point repairs are an average of 6 feet long (1 foot additional per point repair on average)
5. 10 of the 35 manholes are to be lined and are an average of 12-ft deep, approximately
6. No lateral connections are defective (intruding, broken) that may require additional point repairs
7. Quantities are estimated and to be revised once cleaning and televising of the lines and manholes is complete



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

Fee Estimate
On-Call Professional City Engineering Services
Task Agreement 20-1

2020 CDBG Sanitary Sewer Rehabilitation
 Spring Hill, Kansas
 3/5/2020

Proj. No.: 0319031
 By: Andrew Conard

Classification:	Department Manager	Project Manager	Engineer / Designer	Construction Observer	Engineer / Designer	Office	Subtotal of hrs per item	Subtotal of fee per item
Associate:	Miller	Conard	Van Patten	Powers	McMurry	Gehrs		
Hourly Rate:	\$222.00	\$136.00	\$98.00	\$94.00	\$104.00	\$78.00		

Sanitary Sewer Rehabilitation Design								
CCTV and Manhole Inspection Data Review		5	32				37	\$3,816.00
Final Design Drawings		2	4		21		27	\$2,848.00
Final Construction Contract Documents	2	12				4	18	\$2,388.00
Prepare Final Opinion of Probable Construction Cost		2	4				6	\$664.00
Quality Control Review	1						1	\$222.00
Plotting\Assembly\Sending					2	1	3	\$286.00
Subtotal of hours per associate	3	21	40	0	23	5	92	
Subtotal of fee per associate	\$666.00	\$2,856.00	\$3,920.00	\$0.00	\$2,392.00	\$390.00		
						Labor		\$10,224.00
						Mileage @ \$0.58/mi	150	\$87.00
						Task Total		\$10,311.00

Bid Phase Services								
Pre-Bid Conference, Addenda	2	2					4	\$716.00
Respond to Contractor Questions		2					2	\$272.00
Bid Opening, Bid Evaluation and Recommendation	1	2				1	4	\$572.00
Subtotal of hours per associate	3	6	0	0	0	1	10	
Subtotal of fee per associate	\$666.00	\$816.00	\$0.00	\$0.00	\$0.00	\$78.00		
						Labor		\$1,560.00
						Mileage @ \$0.58/mi	150	\$87.00
						Task Total		\$1,647.00

Construction Administration									
Conformed Documents, CDBG Reporting	1	6					7	\$1,038.00	
Pre-Construction Conference		2	2				4	\$468.00	
Submittals - Shop Drawings, Test Results, Pay Requests		2					2	\$272.00	
Request for Information/ Interpretation of Contract Documents		2					2	\$272.00	
Perform Final Walk Through		2	2				4	\$468.00	
Prepare Record Drawings					4		4	\$416.00	
Subtotal of hours per associate	1	14	4	0	4	0	23		
Subtotal of fee per associate	\$222.00	\$1,904.00	\$392.00	\$0.00	\$416.00	\$0.00			
						Labor		\$2,934.00	
						EXPENSES:			
						Reproduction Costs	20	\$ 4.00	\$80.00
						Mileage	100	\$ 0.58	\$58.00
						Total Expenses			\$138.00
						Task Total			\$3,072.00



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

Fee Estimate
On-Call Professional City Engineering Services
Task Agreement 20-1

2020 CDBG Sanitary Sewer Rehabilitation
 Spring Hill, Kansas
 3/5/2020

Proj. No.: 0319031
 By: Andrew Conard

Classification:	Department Manager	Project Manager	Engineer / Designer	Construction Observer	Engineer / Designer	Office	Subtotal of hrs per item	Subtotal of fee per item
Associate:	Miller	Conard	Van Patten	Powers	McMurry	Gehrs		
Hourly Rate:	\$222.00	\$136.00	\$98.00	\$94.00	\$104.00	\$78.00		

Constuction Observation								
Review of Work and Inspections, part time, two weeks				40			40	\$3,760.00
Subtotal of hours per associate	0	0	0	40	0	0	40	
Subtotal of fee per associate	\$0.00	\$0.00	\$0.00	\$3,760.00	\$0.00	\$0.00		
						Labor		\$3,760.00
						Mileage @ \$0.58/mi	500	\$290.00
						Task Total		\$4,050.00

Project Management								
In House Meetings (Kickoff, Progress)	1	1	2		1		5	\$658.00
City Review	2	2					4	\$716.00
Public Meetings (Neighborhood)	2	2					4	\$716.00
Close Out Meeting	1	1					2	\$358.00
Subtotal of hours per associate	6	6	2	0	1	0	15	
Subtotal of fee per associate	\$1,332.00	\$816.00	\$196.00	\$0.00	\$104.00	\$0.00		
						Task Total		\$2,448.00

Subconsultants								
Manhole Inspections, Ea.							35	\$3,500.00
Preliminary Cleaning and CCTV (3,827 LF) (Assumptions: accessible easements, normal cleaning, 10 hours root cutting)							1	\$10,114.93
						Subconsultant Coordination (10%)		\$1,361.49
						Task Total		\$14,976.42

Summary								
Total Of Hours Per Associate	13	47	46	40	28	6	180	
Total Of Fee Per Associate	\$2,886.00	\$6,392.00	\$4,508.00	\$3,760.00	\$2,912.00	\$468.00		
						Labor		\$20,926.00
						Reimbursable Expenses		\$602.00
						Subconsultants		\$14,976.42
						Total		\$36,504.42

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: PAT BURTON, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MARCH 26, 2020

DATE: MARCH 19, 2020

Consent Agenda: An action to authorize the Mayor to execute an Improvement Agreement relating to Final Plat of Cummins Property, Second Plat.

Issue: With the approval of the Final Plat of Cummins Property, Second Plat, it is necessary to enter into an Improvement Agreement relating to excise tax, installation and construction of infrastructure such as streets, street signs, storm water facilities, landscaping and sidewalks.

Background: RLC Management (Store What) desires to begin construction on Cummins Property, Second Plat. To guide the infrastructure construction, it is necessary to enter into an Improvement Agreement with the developer.

Analysis: The Planning Commission reviewed the final plat submittal on December 2, 2019 and voted unanimously to recommend approval of the plat. The accompanying Improvement Agreement has been drafted and approved by both staff and the developer. Authorization for the Mayor to execute the document is reasonable and recommended

Alternatives: Approval, denial, remand for further study

Legal Review: City Attorney, Frank Jenkins is reviewing the attached Improvement Agreement for consideration.

Funding Review or Budgetary Impact: This recommendation, in part, is being presented in accordance with the Excise Tax Ordinances 2002-22 and 2014-26 that establishes taxable area and tax rate. Excise tax is required to be paid, with funds being placed in the Excise Tax Fund.

Recommendation: Staff recommends authorizing the Mayor to execute the Improvement Agreement relating to Final Plat of Cummins Property, Second Plat.

Attachments: Improvement Agreement, Final Plat of Cummins Property, Second Plat.

IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the **CITY OF SPRING HILL, KANSAS**, (hereinafter “City”) and **STORE WHAT?, LLC**. (hereinafter, “Developer”).

WITNESSETH:

WHEREAS, the Developer has applied to the City for final plat approval of a subdivision to be known as CUMMINS PROPERTY, SECOND PLAT (“Subdivision”); and

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

Streets, sanitary sewers, street signs, and storm water facilities, and landscaping, street lighting and related appurtenances,

located within or about the Subdivision are to be dedicated to the City as public improvements [except the water which are to be dedicated to (“WaterOne”)]; and

WHEREAS, pursuant to Section 17.378.C of the Spring Hill Subdivision Regulations and as a condition to the approval of the Developer’s final plat application (Application No. FP-07-19), and also as a condition prior to the filing of the Developer’s final plat document with the office of REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS, the Developer has been requested to enter into an agreement with the City concerning, among other things, the construction and maintenance of the improvements in or about the Subdivision, and

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

1. IMPROVEMENTS TO BE CONSTRUCTED/CONSTRUCTION STANDARDS.

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

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

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

- A. STREETS.
- B. SANITARY SEWERS.
- C. STORM WATER SEWERS.
- D. STREET SIGNS.
- E. LANDSCAPING.
- F. STREET LIGHTING.
- G. RELATED APPURTENANCES

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

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

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

2. PERFORMANCE AND MAINTENANCE BONDS.

A. Performance Bond/ Improvements. The Developer further agrees to provide to the satisfaction of the City, security in the form of a Performance Bond to insure that the work, construction, installation and completion of Improvements are accomplished in a timely manner

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

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

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

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

3. APPROVAL OF BONDS.

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

4. RECORDING THE SECURITY.

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

5. EXCISE TAX.

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

6. COMMENCEMENT OF CONSTRUCTION.

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

7. COMPLETION OF CONSTRUCTION.

A. Time for Completing Construction. The Developer further agrees, Improvements referenced herein shall be constructed, installed and satisfactorily completed by it, at its own expense, according to and in compliance with the City's Standards within one (1) year from the effective date of the approved security required herein unless the City Engineer, at the City Engineer's sole discretion, agrees in writing to extend the completion date for the Improvements for an additional period of time not to exceed one (1) full year, said discretion to be exercised reasonably. Prior to seeking such an extension, the Developer shall submit to the City Engineer, at least sixty (60) days prior to the completion deadline, a written statement concerning the difficulty of completion, if any, that has been encountered regarding construction of the Improvements. Thereafter, the City Engineer may either approve or deny in writing any requested extension. In the event the City Engineer recommends extending the completion date, he or she may condition the extension, along with other conditions, upon the Developer providing extended security coverage in an additional amount or lesser amount necessary for the completion of the construction and maintenance of the Improvements. The Developer further agrees that in the event the required Improvements are not timely completed, for any reason, within said one (1) year period, unless extended as approved for herein; or the Improvements are not constructed, installed or completed according to and in compliance with the City's Standards concerning the Improvements; or the Improvements, within one (1) year following their completed construction and written approval by the City Engineer, are not maintained to City Standards, free of any defects in materials or workmanship, or the Improvements do not endure without the need of any repairs due to failure during construction to comply with the Standards; then the City may, at its option exercise its

rights, among others, by having constructed, installed, completed or maintained the Improvements referenced herein and recover the costs and expense so incurred it from the Developer or its successors personally, or it also may as the Obligee of the security, make demand on the security from the surety or its successor or such other applicable entity, or it may seek redress for the costs and expenses it incurred from both the Developer and the surety or other such applicable entity.

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

8. WAIVER OF LIENS.

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

9. SIGNS AND BARRICADES.

The Developer further agrees that during the period of time the Improvements are being worked upon, constructed or installed, the Developer shall insure that any roads being worked upon will be closed and inaccessible to public travel. To that end, the Developer shall cause to be erected and maintained two (2) Type III barricades (10'), with a 48" x 30" "ROAD CLOSED" sign on each barricade, at each point where said roads intersect with a public road. The barricades may be staggered during work hours to allow entry of construction vehicles to the work site. During that

period of time said Improvements are being worked upon, constructed or installed, if work takes place near or adjacent to public roads, the Developer shall erect and maintain warning signs on the public roads to adequately warn the traveling public. All signing of every kind required herein shall be designed, erected and maintained according to and in compliance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD), and must be approved by the City Engineer in writing prior to being erected. Further, all barricades and related warning signs shall be erected by the Developer prior to the Developer or its successors causing commencement of any work, construction or installation of the Improvements to begin. All barricades and related warning signs shall be maintained by the Developer in good condition until the construction has been determined by the City Engineer, in writing, to have been completed in an acceptable manner.

10. PERMANENT TRAFFIC SIGNING.

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

11. BUILDING AND OCCUPANCY PERMITS.

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

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

12. FIELD INSPECTIONS.

The City Engineer or his or her designee shall be responsible to inspect the construction to insure that the improvements are built according to the lines, grades and dimensions on the approved plans. The Contractor will be required to provide prior notice to the City Engineer so as to allow scheduling of inspections. The City Engineer or his or her designee may make unannounced visits to the job site during various stages of the construction to observe the progress and quality of the work being done and to determine in general if the work is proceeding according to and in compliance with the City's standards. It is further agreed between the parties, that neither the City

nor any of its officers, employees or agents shall be held liable or responsible, in any manner whatsoever by the Developer or its successors, should it be determined by the City Engineer or his or her designee, at any time prior to final written approval of the improvements, that the Developer or its Contractors failed to cause the Improvements to be constructed and installed according to and in compliance with the Standards and said improvements are therefore required to be removed and/or reconstructed in a manner satisfactory to the City, prior to receiving City approval.

13. ENGINEER AND SURVEYOR.

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

14. INSPECTION COSTS.

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

15. PROOF OF OWNERSHIP.

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

16. INDEMNITY.

The Developer further agrees to protect, defend indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney fees) or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relate to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "Claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of the Developer, its employee's, contractor's, subcontractor's, independent contractor's, or other such similar entities'

work, construction or installation of the Improvements referenced herein, during any period or time prior to satisfactory completion, installation and final written approval by the City Engineer of the Improvements construction and the formal acceptance of maintenance of the Improvements by the City Engineer. The Developer further agrees, on behalf of itself and its successor, to investigate, handle, respond to provide defenses for and defend any such claims at its sole expenses and agrees to bear all other costs and expense related thereto, even if said claims are groundless, false or fraudulent.

17. SALE OF PROPERTY.

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

18. STATUS OF PARTIES.

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

19. MODIFICATION.

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

20. COMPLETE AGREEMENT.

This Agreement is the complete agreement between the parties, contains all the terms and conditions agreed upon between them and shall, when signed by both parties, supersede all other agreement, oral or otherwise, entered into between them regarding the subject matter of the Agreement. No other agreement, oral or otherwise, regarding the subject matter of Agreement, shall have any validity or bind any of the parties hereto, unless executed pursuant to Paragraph 19 of the Agreement.

21. SEVERANCE.

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

22. SUCCESSORS.

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

23. LAWS OF KANSAS.

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

24. MATTERS DISREGARDED.

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

25. RECORDING OF THIS AGREEMENT.

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

26. SIGNATURE AUTHORITY.

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

27. TIME.

Time is of the essence.

28. NOTICES.

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

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

If to Developer: Store What?, LLC.
650 N. Lincoln Street
Spring Hill, Ks. 66083
Attn: Bob Cummins 913-961-1154
Email: bob@ricmanagement.com

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

Signature Pages to follow

“CITY”

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for the County and State on this _____ day of _____, 20_____, personally appeared Steven M. Ellis, Mayor, and Glenda Gerrity, City Clerk of the CITY OF SPRING HILL, KANSAS, a municipal corporation duly organized, incorporated and existing under and by virtue of the law of the state of Kansas, who are personally known to me to be the persons who executed, as such officers, the within instrument on behalf of said corporation and such persons duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

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

Notary Public

My Commission Expires:

“DEVELOPER”

Store What, LLC

By: _____

Capacity: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on the _____ day of _____ 20_____, personally appeared _____, who is the _____ of _____, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

Notary Public

My Commission Expires:

“EXHIBIT A”

Description

All that part of the Northeast Quarter of Section 35, Township 14 South, Range 23 East, in the City of Spring Hill, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence N $87^{\circ}46'05''$ E, along the North line of the Northeast Quarter of said Section 35, a distance of 1438.88 feet to the Northwest corner of CUMMINS PROPERTY, FIRST PLAT, a platted subdivision of land in the City of Spring Hill, Johnson County, Kansas, said point also being on the West right-of-way line of Webster Street, as now established; thence S $2^{\circ}10'33''$ E, along the Westerly plat line of said CUMMINS PROPERTY, FIRST PLAT and the West right-of-way line of said Webster Street, a distance of 1449.81 feet, said point also being the point of beginning; thence continuing S $2^{\circ}10'33''$ E, along the West plat line of said CUMMINS PROPERTY, FIRST PLAT and the West right-of-way line of said Webster Street, a distance of 544.09 feet to the Northeast corner of Lot 1 of said CUMMINS PROPERTY, FIRST PLAT; thence S $87^{\circ}24'57''$ W, along the Westerly plat line of CUMMINS PROPERTY, FIRST PLAT and along the North line of said Lot 1, a distance of 629.94 feet; thence N $2^{\circ}10'33''$ W, a distance of 241.70 feet; thence Southwesterly on a curve to the left, said curve having an initial tangent bearing of S $64^{\circ}41'08''$ W and a radius of 60.00 feet, an arc distance of 20.24 feet; thence Northerly on a curve to the right, said curve being tangent to the last described course and having a radius of 62.00 feet, an arc distance of 286.68 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 60.00 feet, an arc distance of 44.47 feet; thence N $87^{\circ}49'27''$ E, a distance of 65.90 feet; thence N $2^{\circ}10'33''$ W, a distance of 241.57 feet; thence N $87^{\circ}46'29''$ E, a distance of 540.45 feet to the point of beginning, containing 7.6800 acres, more or less, unplatted land.

“EXHIBIT C”

COMMUNITY
DEVELOPMENT

City of Spring Hill, KS

Memo

To: Melanie Landis, Assistant City Administrator
From: Jim Hendershot, City Administrator
CC: Store What, LLC, and Phelps Engineering Inc.
Date: February 13, 2020
Re: Excise tax calculations, Cummins Property, Second Plat

Store What, LLC, working with Phelps Engineering Inc., has submitted for approval Cummins Property, Second Plat. The plat was reviewed and recommended for approval by the Planning Commission on December 2, 2019 and will be presented to the Governing Body on March 12, 2020. The excise tax shall be paid in full, before the final plat is approved by the Governing Body. The Mayor will not sign the plat nor will the plat be recorded until the excise tax is paid.

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

The area square footages use in the calculations, were obtained from the area tables and legal description on the plat.

Plat Area		334,539.87sq. ft.
Deductions	Street R-O-W	(50,012.53)sq. ft.
	Net area subject to excise tax	284,527.34sq. ft.
	Tax Rate	x 0.158
	Excise Tax Due	\$44,955.32

Melanie Landis, Assistant City Administrator

Jim Hendershot, City Administrator

“EXHIBIT D”

[Form of Agreement Relating to Bonds]

AGREEMENT

THIS AGREEMENT (hereinafter “**Agreement**”) is made and entered into the ____ day of _____, 20____, by and between the City of Spring Hill, Kansas, a Kansas municipal corporation (hereinafter “**City**”), _____, (hereinafter “**Developer**”), and _____, (hereinafter “**Contractor**”).

WITNESSETH:

WHEREAS, on the _____ day of _____, 20____, the City and Developer entered into Improvement Agreement for the following improvement, _____, a copy of which Improvement Agreement is marked **Exhibit A**, attached hereto and incorporated by reference (hereinafter “**Improvement Agreement**”), relating to the construction of the described public improvements; and

WHEREAS, paragraph 2 of the Improvement Agreement provides that the Developer has the option to provide to the City separate performance and maintenance bonds (required by paragraphs 2.A. and 2.C. of the Improvement Agreement) from the Contractor for the described public improvements; and

WHEREAS, City has also requested that Developer provide City a statutory bond for the described public improvements, which City agrees may be provided by the Contractor; and

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

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

1. Contractor will perform the obligations of the Developer to provide a performance bond and a maintenance bond to the City in accordance with paragraphs 2.A. and paragraph 2.C. of the Improvement Agreement.

2. Contractor will provide the statutory bond for the City, as has been requested by the City.

3. Contractor will require the principal and surety on each bond to include and attach the Addendum (a copy of which is attached hereto as **Exhibit B**, and is hereafter referenced as the **“Addendum”**) to each bond, which Addendum confirms that the obligations of the principal and surety under each bond include an obligation by them on the bond to both the Developer and to the City.

4. The City will permit the Contractor to provide the performance bond and maintenance bond to the City in accordance with paragraph 2.D. of the Improvement Agreement.

5. The City will permit the Contractor to provide the statutory bond to the City in accordance with the request by the City.

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

“CITY”

CITY OF SPRING HILL, KANSAS,
a Kansas municipal corporation

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

“CONTRACTOR”

(Name of Contractor)

By: _____

Capacity: _____

“DEVELOPER”

(Name of Developer)

By: _____

Capacity: _____

EXHIBIT A

Improvement Agreement

(See attached copy of Improvement Agreement)

EXHIBIT B

Addendum

(See attached bond Addendum)

Addendum

Principal: _____

Surety: _____

Re: Performance Bond No.:

Maintenance Bond No.:

Statutory Bond No.:

Principal: _____

Obligee/Owner/Developer: _____

Additional Obligee: **City of Spring Hill, Kansas, a Kansas municipal corporation**

Project: _____

This Addendum is to be attached to, and form a part of, each of the above-mentioned Bonds.

It is agreed that the reference in the Bond to which this Addendum is attached to the written agreement between the Principal and the Obligee/Owner/Developer, shall refer, collectively, to the following three agreements: (a) to the Improvement Agreement dated _____, 20_____, between the Additional Obligee and the Obligee/Owner/Developer, which Improvement Agreement concerns the same improvements as those referenced in the Bond to which this Addendum is attached; (b) to the Agreement dated _____, 20_____, between the Additional Obligee, Principal, and Obligee/Owner/Developer concerning the Bond to which this Addendum is attached; and (c) to the written agreement between Obligee/Owner/Developer and the Principal referenced in the Bond to which this Addendum is attached.

It is further agreed that the obligation of the Principal and Surety under the Bond to which this Addendum is attached shall include the obligations of the Obligee/Owner/Developer under the said Improvement Agreement referenced in subpart (a) above, the obligations of the Principal and Obligee/Owner/Developer under the Agreement referenced in subpart (b) above, and the obligations of the Principal under the written agreement referenced in subpart (c) above.

It is further agreed that the three agreements referenced in subparts (a), (b), and (c) above are all incorporated by reference into this Addendum.

This Addendum shall be effective as of the time the Bond to which it is attached becomes effective.

PRINCIPAL:

(Name of Principal)

By: _____

Capacity: _____

SURETY:

(Name of Surety)

By: _____
Attorney-in-Fact

By: _____
Kansas Agent

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PAT BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MARCH 26, 2020
DATE: MARCH 19, 2020

Consent Agenda: Final Plat, Cummins Property, Second Plat, FP-07-19

Issue: Store What?, LLC. has submitted an application for a Final Plat, Cummins Property, Second Plat, 7.68 acres containing 4 lots with M-1 (General Industrial District) zoning located south of 183rd Street east of Hwy 169 extending public street toward the west from Webster Street.

BACKGROUND: Store What?, LLC has submitted a final plat, Cummins Property, Second Plat, containing 7.68 acres +/- containing 4 lots that are zoned M-1 (General Industrial District) zoned property located south of 183rd Street east of Hwy 169 extending public street toward the west off of Webster Street. The proposed final plat creates a 4-lot plat. The plat proposes to extend a public street 1,200 feet +/- to the west of Webster Street. There will be expansion of public improvements with this plat, so an improvement agreement will be required.

Analysis: (See attached staff report, PC minutes, final plat drawing) The Spring Hill Planning Commission reviewed the application at their December 2, 2019, meeting. After discussion, the PC voted unanimously to recommend approval of the final plat and forward it to the Governing Body

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

Legal Review: N/A

Funding Review or Budgetary Impact: N/A

Recommendation: The Spring Hill Planning Commission and City Staff recommend approval of the Final Plat, Cummins Property, Second Plat.

Attachments: Planning Commission minutes, December 2, 2019
Staff Report Final Plat, Cummins Property, Second Plat, FP-07-19
Final Plat

City of Spring Hill, Kansas
Minutes of Planning Commission Special Session
December 2, 2019

A Special Session of the Planning Commission was held at the Civic Center, 401 N. Madison St., Spring Hill, Kansas on December 2, 2019. The meeting convened at 7:03 p.m. with Chairman Stephen Sly presiding, and Amy Long, Planning Secretary recording.

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

Commissioners absent: Mike Denny
Troy Mitchell

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

Public in attendance: Nick Heatherly – Representative for O’Reilly Auto Enterprises
Tim Meek – USD230
Jim Thome – Developer
Nathan Hladky – Phelps Engineering
Pete Opperman – Representative for Ridgefield

Other in attendance: See Exhibit A

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF THE AGENDA

Motion by Mr. Welsh seconded by Mr. Nowlin to approve the agenda.

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

Motion carried 7-0-0

CITIZEN PARTICIPATION

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

9. Final Plat Application (FP-07-19) - Cummins Property, 2nd Plat

Beginning of Staff Report

End of Staff Report

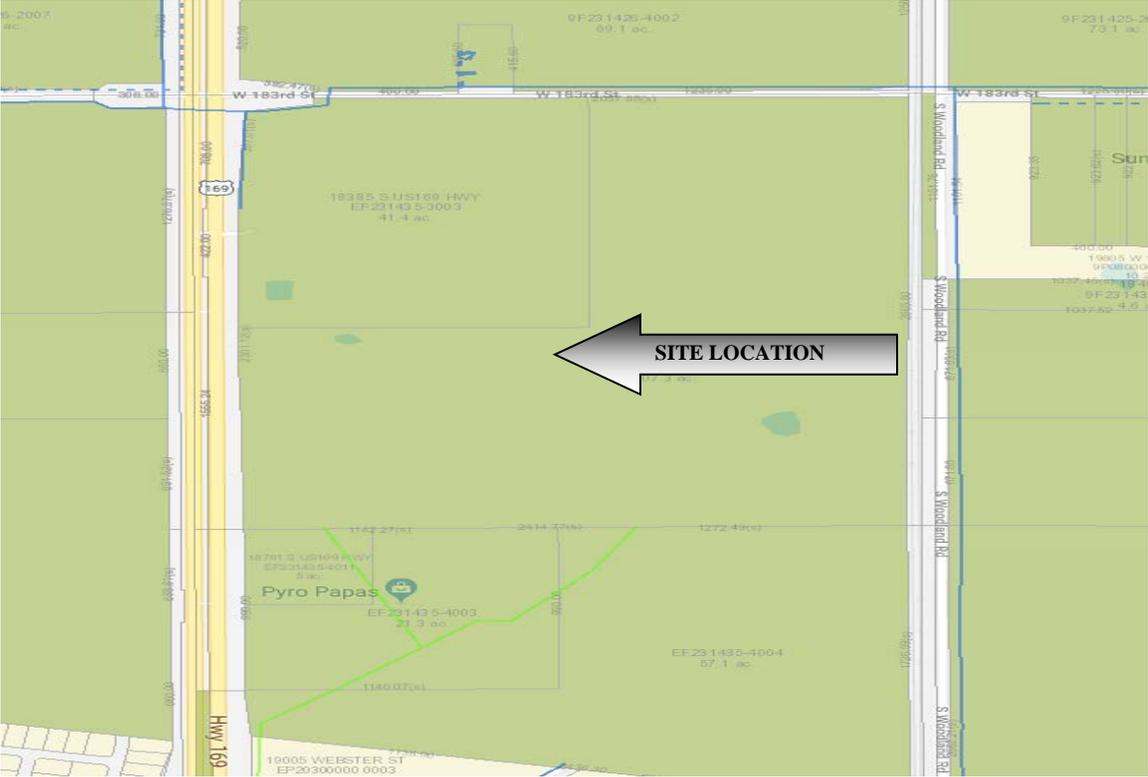
Mr. Burton presented the staff report as outlined above.

Motion by Ms. Dobson seconded by Ms. Squire to approve Final Plat (FP-07-19) as presented by staff.

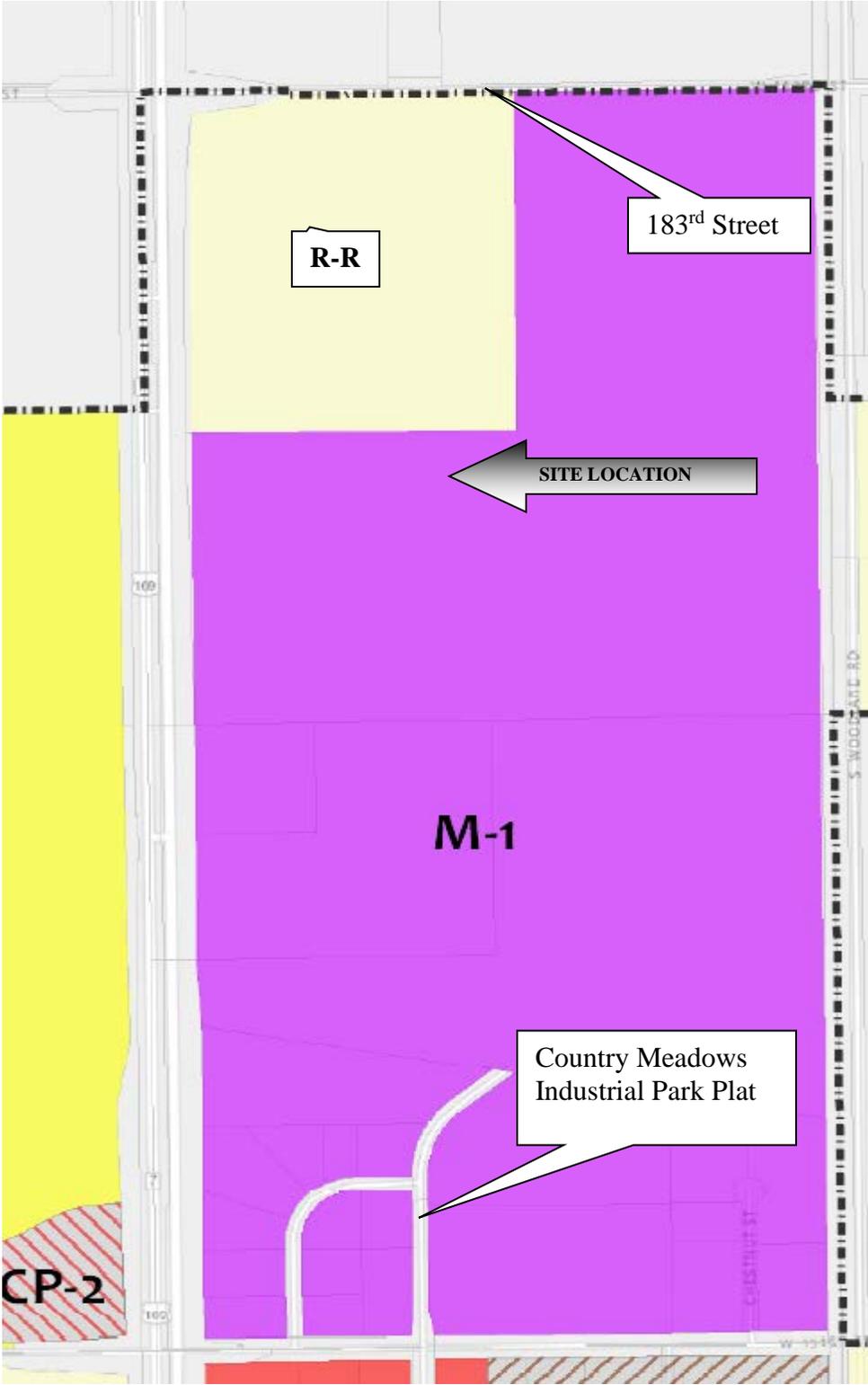
Roll Call Vote: Dobson- Aye, Nowlin- Aye, Welsh-Aye, Sly-Aye, Squire- Aye, Pollom-Aye, Erhart-Aye

Motion carried 7-0-0

Area location AIMS



Zoning



BACKGROUND:

Store What?, LLC has submitted a final plat, Cummins Property, Second Plat, containing 7.68 acres +/- of M-1 (General Industrial District) zoned property located East of Hwy 169 and south of 183rd Street / west of Webster Street. The proposed final plat would create a 4-lot plat. The plat proposes to extend a public street 1,200 feet +/- to the west of Webster Street.

STAFF COMMENT:

1. The proposed final plat divides the existing 107.3-acre tract creating 4 lot plat. The zoning district of M-1 (General Industrial) has no minimum lot dimensions; therefore, the lots are of sufficient size.
2. The plat contains an extension of a public street about 1,200 feet +/-, which will have 60' of R/W, complying with the requirement of Section 17.376.B.5.b. A temporary turn-a-round will be required at the end of the street.
3. A 15' U/E is required on the north and south sides of 185th Terrace.
4. This development will need a water main extension along Webster. Fire flow requirements will determine main size needed at plan review.
5. Sanitary sewer extension plans are being review by City Engineer.
6. Street storm water removal will be submitted and reviewed with the street plans and a site plan.
7. Street trees are shown on the street landscape plan.
8. Lot is subject to 10 cents per square foot park impact fee that will be collected before final plat is placed on the Council Agenda or at the building permit stage.
9. Excise tax will be calculated and paid before the final plat is placed on the Council Agenda.
10. Staff is preparing an improvement agreement. The improvement agreement will be sent to the developer for review. The improvement agreement must be signed before the final plat is placed on the Council Agenda.
11. Installation of sidewalks along the street will be addressed with individual site plans.

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:

It is the recommendation of staff, that the Planning Commission recommend approval of Final Plat FP-07-19, Cummins Property, Second Plat, as presented by staff.

Suggested Motion: Move to recommend approval of Final Plat FP-07-19, Cummins Property, Second Plat, subject to staff report.

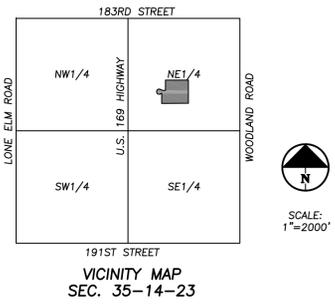
Attachments: Final Plat
Preliminary Plat

FINAL PLAT OF CUMMINS PROPERTY, SECOND PLAT

A SUBDIVISION OF LAND IN THE NORTHEAST QUARTER
SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN THE
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS

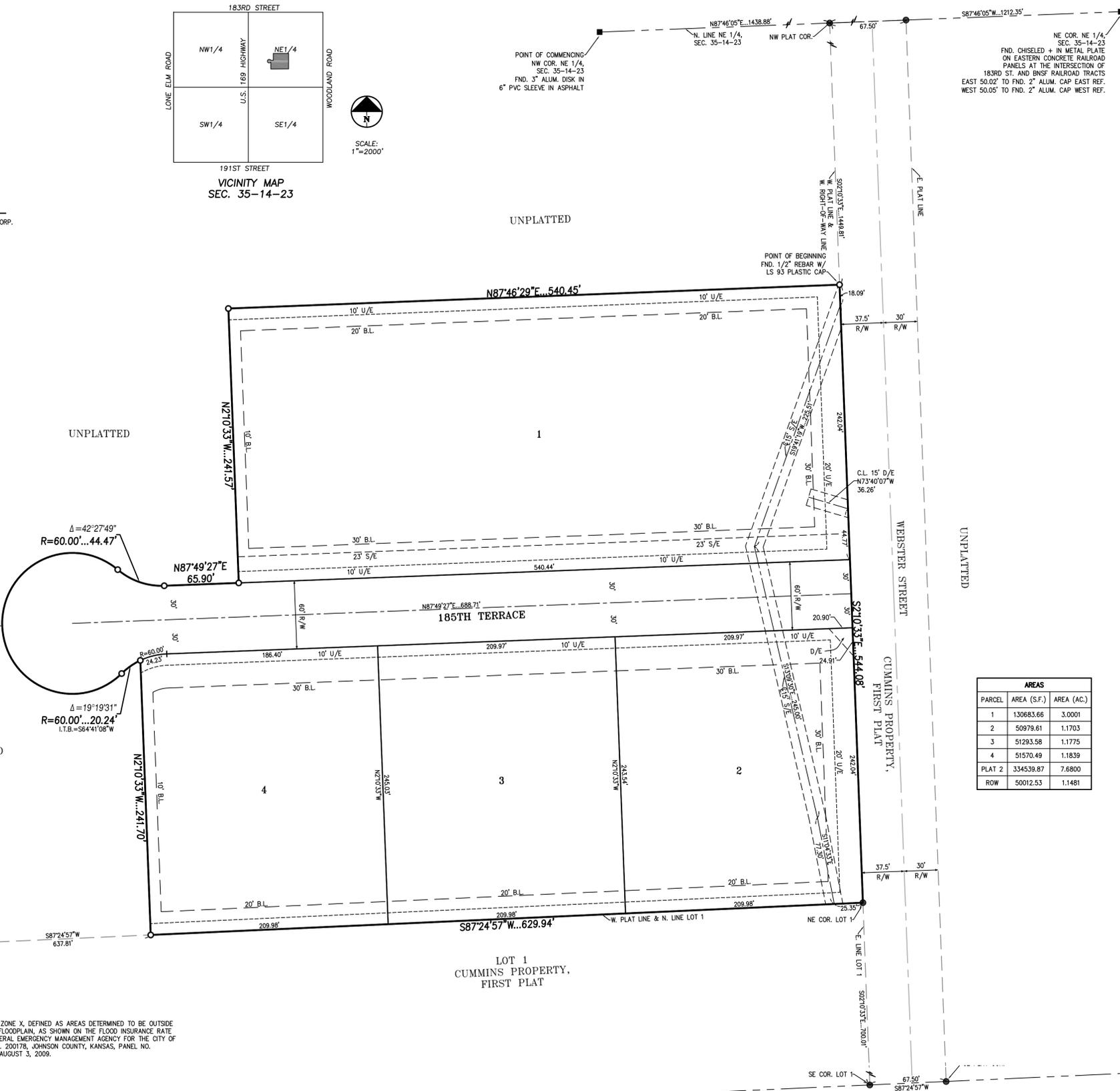


SCALE: 1"=50'
0' 50' 100'
BEARING BASIS: KANSAS STATE PLANE
1983 NORTH ZONE #501



SCALE: 1"=2000'

- LEGEND**
- DENOTES SET 1/2"x24" REBAR W/PHELPS CORP. CLS-B2 PLASTIC CAP
 - DENOTES FOUND 1/2" REBAR W/SCHLAGEL LS 615 PLASTIC CAP, (UNLESS OTHERWISE NOTED)
 - DENOTES FOUND MONUMENT, ORIGIN UNKNOWN UNLESS DESCRIBED
 - U/E DENOTES UTILITY EASEMENT
 - B.L. DENOTES BUILDING LINE
 - S/E DENOTES SANITARY SEWER EASEMENT



AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
1	130883.66	3.0001
2	50979.61	1.1703
3	51293.58	1.1775
4	51570.49	1.1839
PLAT 2	334539.87	7.6800
ROW	50012.53	1.1481

LEGAL DESCRIPTION
All that part of the Northeast Quarter of Section 35, Township 14 South, Range 23 East, in the City of Spring Hill, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence N 87°46'05" E, along the North line of the Northeast Quarter of said Section 35, a distance of 1438.88 feet to the Northwest corner of CUMMINS PROPERTY, FIRST PLAT, a platted subdivision of land in the City of Spring Hill, Johnson County, Kansas, said point also being on the West right-of-way line of Webster Street, as now established; thence S 2°10'33" E, along the Westerly plat line of said CUMMINS PROPERTY, FIRST PLAT and the West right-of-way line of said Webster Street, a distance of 1449.81 feet, said point also being the point of beginning; thence continuing S 2°10'33" E, along the West plat line of said CUMMINS PROPERTY, FIRST PLAT and the West right-of-way line of said Webster Street, a distance of 544.08 feet to the Northeast corner of Lot 1 of said CUMMINS PROPERTY, FIRST PLAT; thence S 87°24'57" W, along the Westerly plat line of CUMMINS PROPERTY, FIRST PLAT and along the North line of said Lot 1, a distance of 629.94 feet; thence N 2°10'33" W, a distance of 241.70 feet; thence Southwesterly on a curve to the left, said curve having an initial tangent bearing of S 64°41'08" W and a radius of 60.00 feet, an arc distance of 20.24 feet; thence Northerly on a curve to the right, said curve being tangent to the last described course and having a radius of 62.00 feet, an arc distance of 286.68 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 60.00 feet, an arc distance of 44.47 feet; thence N 87°49'27" E, a distance of 65.90 feet; thence N 2°10'33" W, a distance of 241.57 feet; thence N 87°46'29" E, a distance of 540.45 feet to the point of beginning, containing 7.6800 acres, more or less, unplatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "CUMMINS PROPERTY, SECOND PLAT".

DEDICATION
The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Spring Hill, Johnson County, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easements.

An easement or license to enter upon, locate, construct 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 enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Spring Hill, Kansas.

An easement or license to lay, construct, 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 or egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat is hereby dedicated to the City of Spring Hill, Kansas, or their assigns.

CONSENT TO LEVY
The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Spring Hill, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

RESTRICTIONS
All lots, parcels and properties in this subdivision shall hereafter be subject to the Declaration of Restrictions for "Cummins Property", which will be executed as a separate instrument and recorded in the Office of the Register of Deeds of Johnson County, Kansas, and which shall hereby become a part of the dedication of this plat as though fully set forth herein.

EXECUTION
IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its hand this _____ day of _____, 20____.

STORE WHAT?, LLC, a Kansas limited liability company

By: Robert L. Cummins, Manager

STATE OF _____)
COUNTY OF _____) SS

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Robert L. Cummins, Manager of STORE WHAT?, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS
Approved by the Planning Commission of the City of Spring Hill, Johnson County, Kansas, this _____ day of _____, 20____.

Planning Commission Chairman: Stephen Sly

Approved by the Governing Body of the City of Spring Hill, Kansas, this _____ day of _____, 20____.

Mayor: Steven M. Ellis

Attest: Glenda Gerrity
City Clerk

FLOOD NOTE:
THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF SPRING HILL, COMMUNITY NO. 200178, JOHNSON COUNTY, KANSAS, PANEL NO. 2009IC0123 G, AND DATED AUGUST 3, 2009.

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN OCTOBER 2019, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.



CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING - LS-B2
ENGINEERING - E-391

PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PAT BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MARCH 26, 2020
DATE: MARCH 19, 2020

Consent Agenda: Approval and authorization for the Mayor to execute an Improvement Agreement relating to Brookwood Farms, 5th Plat.

Issue: Catch Investments, LLC has submitted a final plat for Brookwood Farms, 5th Plat. As required by code, an Improvement Agreement has been drafted and signed by the developer and is subject to execution by the Mayor.

Background: An application has been received for the development of the next phase of Brookwood Farms located on 199th St. approximately one-half mile east of Woodland Road. Brookwood Farms, 5th Plat consists of 14 residential tracts with extensions to Balsam Street and the addition of 202nd Street. The proposed 5th plat is in conformance with the preliminary plat approved by the Planning Commission in 2005.

Analysis: The Planning Commission reviewed the final plat submittal on January 6, 2020 and voted unanimously to recommend approval of the plat. The accompanying Improvement Agreement has been drafted and approved by both staff and the developer. Authorization for the Mayor to execute the document is reasonable and recommended.

Alternatives: Approval, denial, remand for further study

Legal Review: City Attorney, Frank Jenkins is reviewing the proposed Improvement Agreement.

Funding Review or Budgetary Impact: N/A

Recommendation: Staff recommends authorizing the execution of an Improvement Agreement for Brookwood Farms, 5th Plat.

Attachments: Improvement Agreement, Brookwood Farms, 5th Plat.

IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the **CITY OF SPRING HILL, KANSAS**, (hereinafter “City”) and **CATCH INVESTMENTS, LLC**. (hereinafter, “Developer”).

WITNESSETH:

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

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

Streets, sanitary sewers, street signs, and storm water facilities, and landscaping, street lighting and related appurtenances,

located within or about the Subdivision are to be dedicated to the City as public improvements [except the water which are to be dedicated to (“WaterOne”)]; and

WHEREAS, pursuant to Section 17.378.C of the Spring Hill Subdivision Regulations and as a condition to the approval of the Developer’s final plat application (Application No. FP-07-19), and also as a condition prior to the filing of the Developer’s final plat document with the office of REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS, the Developer has been requested to enter into an agreement with the City concerning, among other things, the construction and maintenance of the improvements in or about the Subdivision, and

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

1. IMPROVEMENTS TO BE CONSTRUCTED/CONSTRUCTION STANDARDS.

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

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

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

- A. STREETS.
- B. SANITARY SEWERS.
- C. STORM WATER SEWERS.
- D. STREET SIGNS.
- E. LANDSCAPING.
- F. STREET LIGHTING.
- G. RELATED APPURTENANCES

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

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

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

2. PERFORMANCE AND MAINTENANCE BONDS.

A. Performance Bond/ Improvements. The Developer further agrees to provide to the satisfaction of the City, security in the form of a Performance Bond to insure that the work, construction, installation and completion of Improvements are accomplished in a timely manner

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

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

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

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

3. APPROVAL OF BONDS.

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

4. RECORDING THE SECURITY.

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

5. EXCISE TAX.

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

6. COMMENCEMENT OF CONSTRUCTION.

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

7. COMPLETION OF CONSTRUCTION.

A. Time for Completing Construction. The Developer further agrees, Improvements referenced herein shall be constructed, installed and satisfactorily completed by it, at its own expense, according to and in compliance with the City's Standards within one (1) year from the effective date of the approved security required herein unless the City Engineer, at the City Engineer's sole discretion, agrees in writing to extend the completion date for the Improvements for an additional period of time not to exceed one (1) full year, said discretion to be exercised reasonably. Prior to seeking such an extension, the Developer shall submit to the City Engineer, at least sixty (60) days prior to the completion deadline, a written statement concerning the difficulty of completion, if any, that has been encountered regarding construction of the Improvements. Thereafter, the City Engineer may either approve or deny in writing any requested extension. In the event the City Engineer recommends extending the completion date, he or she may condition the extension, along with other conditions, upon the Developer providing extended security coverage in an additional amount or lesser amount necessary for the completion of the construction and maintenance of the Improvements. The Developer further agrees that in the event the required Improvements are not timely completed, for any reason, within said one (1) year period, unless extended as approved for herein; or the Improvements are not constructed, installed or completed according to and in compliance with the City's Standards concerning the Improvements; or the Improvements, within one (1) year following their completed construction and written approval by the City Engineer, are not maintained to City Standards, free of any defects in materials or workmanship, or the Improvements do not endure without the need of any repairs due to failure during construction to comply with the Standards; then the City may, at its option exercise its

rights, among others, by having constructed, installed, completed or maintained the Improvements referenced herein and recover the costs and expense so incurred it from the Developer or its successors personally, or it also may as the Obligee of the security, make demand on the security from the surety or its successor or such other applicable entity, or it may seek redress for the costs and expenses it incurred from both the Developer and the surety or other such applicable entity.

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

8. WAIVER OF LIENS.

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

9. SIGNS AND BARRICADES.

The Developer further agrees that during the period of time the Improvements are being worked upon, constructed or installed, the Developer shall insure that any roads being worked upon will be closed and inaccessible to public travel. To that end, the Developer shall cause to be erected and maintained two (2) Type III barricades (10'), with a 48" x 30" "ROAD CLOSED" sign on each barricade, at each point where said roads intersect with a public road. The barricades may be staggered during work hours to allow entry of construction vehicles to the work site. During that

period of time said Improvements are being worked upon, constructed or installed, if work takes place near or adjacent to public roads, the Developer shall erect and maintain warning signs on the public roads to adequately warn the traveling public. All signing of every kind required herein shall be designed, erected and maintained according to and in compliance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD), and must be approved by the City Engineer in writing prior to being erected. Further, all barricades and related warning signs shall be erected by the Developer prior to the Developer or its successors causing commencement of any work, construction or installation of the Improvements to begin. All barricades and related warning signs shall be maintained by the Developer in good condition until the construction has been determined by the City Engineer, in writing, to have been completed in an acceptable manner.

10. PERMANENT TRAFFIC SIGNING.

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

11. BUILDING AND OCCUPANCY PERMITS.

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

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

12. FIELD INSPECTIONS.

The City Engineer or his or her designee shall be responsible to inspect the construction to insure that the improvements are built according to the lines, grades and dimensions on the approved plans. The Contractor will be required to provide prior notice to the City Engineer so as to allow scheduling of inspections. The City Engineer or his or her designee may make unannounced visits to the job site during various stages of the construction to observe the progress and quality of the work being done and to determine in general if the work is proceeding according to and in compliance with the City's standards. It is further agreed between the parties, that neither the City

nor any of its officers, employees or agents shall be held liable or responsible, in any manner whatsoever by the Developer or its successors, should it be determined by the City Engineer or his or her designee, at any time prior to final written approval of the improvements, that the Developer or its Contractors failed to cause the Improvements to be constructed and installed according to and in compliance with the Standards and said improvements are therefore required to be removed and/or reconstructed in a manner satisfactory to the City, prior to receiving City approval.

13. ENGINEER AND SURVEYOR.

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

14. INSPECTION COSTS.

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

15. PROOF OF OWNERSHIP.

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

16. INDEMNITY.

The Developer further agrees to protect, defend indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney fees) or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relate to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "Claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of the Developer, its employee's, contractor's, subcontractor's, independent contractor's, or other such similar entities'

work, construction or installation of the Improvements referenced herein, during any period or time prior to satisfactory completion, installation and final written approval by the City Engineer of the Improvements construction and the formal acceptance of maintenance of the Improvements by the City Engineer. The Developer further agrees, on behalf of itself and its successor, to investigate, handle, respond to provide defenses for and defend any such claims at its sole expenses and agrees to bear all other costs and expense related thereto, even if said claims are groundless, false or fraudulent.

17. SALE OF PROPERTY.

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

18. STATUS OF PARTIES.

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

19. MODIFICATION.

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

20. COMPLETE AGREEMENT.

This Agreement is the complete agreement between the parties, contains all the terms and conditions agreed upon between them and shall, when signed by both parties, supersede all other agreement, oral or otherwise, entered into between them regarding the subject matter of the Agreement. No other agreement, oral or otherwise, regarding the subject matter of Agreement, shall have any validity or bind any of the parties hereto, unless executed pursuant to Paragraph 19 of the Agreement.

21. SEVERANCE.

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

22. SUCCESSORS.

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

23. LAWS OF KANSAS.

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

24. MATTERS DISREGARDED.

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

25. RECORDING OF THIS AGREEMENT.

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

26. SIGNATURE AUTHORITY.

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

27. TIME.

Time is of the essence.

28. NOTICES.

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

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

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

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

Signature Pages to follow

“CITY”

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for the County and State on this _____ day of _____, 20_____, personally appeared Steven M. Ellis, Mayor, and Glenda Gerrity, City Clerk of the CITY OF SPRING HILL, KANSAS, a municipal corporation duly organized, incorporated and existing under and by virtue of the law of the state of Kansas, who are personally known to me to be the persons who executed, as such officers, the within instrument on behalf of said corporation and such persons duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

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

Notary Public

My Commission Expires:

“DEVELOPER”

Catch Investments, LLC

By: _____

Capacity: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on the _____ day of _____ 20_____, personally appeared _____, who is the _____ of **CATCH INVESTMENTS, LLC.**, limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

Notary Public

My Commission Expires:

“EXHIBIT A”

PLAT BOUNDARY DESCRIPTION

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

Commencing at the Northeast Corner of the Northwest Quarter of Section 12, Township 15 South, Range 23 East, said point also being the Northeast corner of Biltmore Farms, First Plat, a subdivision as recorded in Spring Hill, Johnson County, Kansas; thence South 88°56'25" West, along the North line of said Section, a distance of 1321.21 feet to the Northwest Corner of the East Half of said Quarter; thence South 2°7'44" East along the West Line of said East Half, a distance of 1542.36 feet to the Point of Beginning; thence South 2°7'44" East along said West line, a distance of 375.00 feet; thence North 87° 52' 16" East , a distance of 180.01 feet; thence North 2° 07' 40" West, a distance of 13.37 feet; thence North 85° 52' 14" East, a distance of 340.83 feet; thence South 4° 30' 27" East, a distance of 15.51 feet; thence South 27° 19' 48" East, a distance of 175.41 feet; thence South 19° 13' 01" East, a distance of 132.84 feet; thence South 2° 7' 40" East, a distance of 465.64 feet; thence North 88° 28' 16" East, a distance of 359.33 feet; thence North 2° 5' 29" West, a distance of 833.08 feet to a point on the South Line of Brookwood Farms Fourth Plat, a subdivision in said Spring Hill; thence along a curve to the right along said South Line, having an initial tangent bearing of South 71° 40' 37" West and a radius of 1995.00 feet, an arc distance of 401.68 feet to a point on the West Line of Brookwood Farms Fourth Plat, a subdivision in said Spring Hill; thence North 6° 47' 14" West along said West Line, a distance of 145.00 feet; thence along a curve to the right, having an initial tangent bearing of South 83° 12' 46" West, a radius of 1850.00 feet, an arc distance of 21.35 feet; thence North 6° 07' 34" West along said West Line, a distance of 186.67 feet to a point on the South line of Brookwood Farms Third Plat, a subdivision in said Spring Hill; thence along a curve to the Right along said South line, having an initial tangent bearing of South 84° 46' 22" West, a radius of 1655.00 feet, an arc distance of 73.54 feet; thence South 87° 37' 54" West continuing along said South line, a distance of 88.90 feet; thence South 66°30'20" West continuing along said South line, a distance of 54.05 feet; thence South 33°27'02" West continuing along said South line, a distance of 54.05 feet; thence North 73°04'38" West continuing along said South line, a distance of 180.00 feet; thence along a curve to the right continuing along said South Line, having an initial tangent bearing of North 16°55'22" East and a radius of 275.00 feet, an arc distance of 41.78 feet; thence South 87°52'16" West along said South line, a distance of 156.64 feet to the Point of Beginning.
Containing 486,344.74 square feet (11.16 acres) more or less.

“EXHIBIT B”

Detailed Listing of the Opinion of Probable Project Cost					
Project:	Brookwood Farms 5th Phase				
Project #					
Last Revised	1/31/2020				
Note:	Does not include landscaping, & amenities				
	2020 Construction Dollars.				
	Excise Tax area excludes R/W				
	<u>Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Item Total</u>
Number of Lots		14			
Linear Feet of Streets (Curb / 2)		743	feet of residential street		
Site Area (Acres)		4.29	Acres		
<u>Grading & Erosion Control</u>					<u>\$86,583.00</u>
	Area Grading	1.00	L.S.	\$75,000.00	\$75,000.00
	Erosion Control	4	Disturb Acres	\$1,200.00	\$5,148.00
	Seeding	4	Acres	\$1,500.00	\$6,435.00
<u>Streets and Paving</u>					<u>\$132,122.53</u>
	Flyash Subgrade Stabilization (9" Depth)	1,981	Sq. Yds.	\$5.00	\$9,906.67
	8" Asphalt Pavement	2,642	Sq. Yds.	\$31.00	\$81,895.11
	Concrete Curb and Gutter	1,486	Lin. Ft.	\$15.00	\$22,290.00
	4' sidewalk	743	Lin. Ft.	\$15.25	\$11,330.75
	ADA sidewalk Ramps	2	Each	\$1,100.00	\$2,200.00
	Traffic Control	1	L.S.	\$4,500.00	\$4,500.00
<u>Storm Sewer</u>					<u>\$80,980.00</u>
	8x6 Curb Inlet	1	Each	\$6,500.00	\$6,500.00
	5x4 Curb Inlet	2	Each	\$4,000.00	\$8,000.00
	5x5 Field Inlet	2	Each	\$4,800.00	\$9,600.00
	15" HDPE	200	Lin. Ft.	\$54.00	\$10,800.00
	18" HDPE	338	Lin. Ft.	\$60.00	\$20,280.00
	24" HDPE	324	Lin. Ft.	\$75.00	\$24,300.00
	Connect to Existing Structure	1	Each	\$1,500.00	\$1,500.00
<u>Sanitary Sewer</u>					<u>\$75,772.00</u>
	8" PVC (SDR 26) - Unclassified	684	Lin. Ft.	\$48.00	\$32,832.00
	6" PVC (SDR 26) - Unclassified	330	Lin. Ft.	\$48.00	\$15,840.00
	6" Service (Tee & Stub)	14	Each	\$900.00	\$12,600.00
	Std 4' Dia Manhole (6' depth)	3	Each	\$3,500.00	\$10,500.00
	Modify Existing Manhole	1	Each	\$2,500.00	\$2,500.00
	Connect to Existing	1	Each	\$1,500.00	\$1,500.00
	<u>SUBTOTAL CONSTRUCTION COSTS:</u>				<u>\$375,457.53</u>

“EXHIBIT C”

COMMUNITY
DEVELOPMENT

City of Spring Hill, KS

Memo

To: Melanie Landis, Assistant City Administrator
From: Pat Burton, Community Development Director
CC: Catch Development LLC. Brookwood Farms, 5th Plat
Date: February 13, 2020
Re: Excise tax calculations, Brookwood Farms, 5th Plat

Catch Investment LLC, working with Engineering Solutions Inc., has submitted for approval Brookwood Farms, 5th Plat. The plat was reviewed and recommended for approval by the Planning Commission on January 6, 2020 and will be presented to the Governing Body on March 26, 2020. The excise tax shall be paid in full, before the final plat is approved by the Governing Body. The Mayor will not sign the plat nor will the plat be recorded until the excise tax is paid.

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

The area square footages use in the calculations, were obtained from the area tables and legal description on the plat.

Plat Area		486,344.74sq. ft.
Deductions	Street R-O-W	(35,917.84sq. ft.)
	Tract H	(299,384.28sq ft)
	Net area subject to excise tax	151,042.62sq. ft.
	Tax Rate	x 0.158
	Excise Tax Due	\$23,864.73

Melanie Landis, Assistant City Administrator

Jim Hendershot, City Administrator

“EXHIBIT D”

[Form of Agreement Relating to Bonds]

AGREEMENT

THIS AGREEMENT (hereinafter “**Agreement**”) is made and entered into the ____ day of _____, 20____, by and between the City of Spring Hill, Kansas, a Kansas municipal corporation (hereinafter “**City**”), _____, (hereinafter “**Developer**”), and _____, (hereinafter “**Contractor**”).

WITNESSETH:

WHEREAS, on the _____ day of _____, 20____, the City and Developer entered into Improvement Agreement for the following improvement, _____, a copy of which Improvement Agreement is marked **Exhibit A**, attached hereto and incorporated by reference (hereinafter “**Improvement Agreement**”), relating to the construction of the described public improvements; and

WHEREAS, paragraph 2 of the Improvement Agreement provides that the Developer has the option to provide to the City separate performance and maintenance bonds (required by paragraphs 2.A. and 2.C. of the Improvement Agreement) from the Contractor for the described public improvements; and

WHEREAS, City has also requested that Developer provide City a statutory bond for the described public improvements, which City agrees may be provided by the Contractor; and

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

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

1. Contractor will perform the obligations of the Developer to provide a performance bond and a maintenance bond to the City in accordance with paragraphs 2.A. and paragraph 2.C. of the Improvement Agreement.

2. Contractor will provide the statutory bond for the City, as has been requested by the City.

3. Contractor will require the principal and surety on each bond to include and attach the Addendum (a copy of which is attached hereto as **Exhibit B**, and is hereafter referenced as the **“Addendum”**) to each bond, which Addendum confirms that the obligations of the principal and surety under each bond include an obligation by them on the bond to both the Developer and to the City.

4. The City will permit the Contractor to provide the performance bond and maintenance bond to the City in accordance with paragraph 2.D. of the Improvement Agreement.

5. The City will permit the Contractor to provide the statutory bond to the City in accordance with the request by the City.

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

“CITY”

CITY OF SPRING HILL, KANSAS,
a Kansas municipal corporation

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

“CONTRACTOR”

(Name of Contractor)

By: _____

Capacity: _____

“DEVELOPER”

(Name of Developer)

By: _____

Capacity: _____

EXHIBIT A

Improvement Agreement

(See attached copy of Improvement Agreement)

EXHIBIT B

Addendum

(See attached bond Addendum)

Addendum

Principal: _____

Surety: _____

Re: Performance Bond No.:

Maintenance Bond No.:

Statutory Bond No.:

Principal: _____

Obligee/Owner/Developer: _____

Additional Obligee: **City of Spring Hill, Kansas, a Kansas municipal corporation**

Project: _____

This Addendum is to be attached to, and form a part of, each of the above-mentioned Bonds.

It is agreed that the reference in the Bond to which this Addendum is attached to the written agreement between the Principal and the Obligee/Owner/Developer, shall refer, collectively, to the following three agreements: (a) to the Improvement Agreement dated _____, 20_____, between the Additional Obligee and the Obligee/Owner/Developer, which Improvement Agreement concerns the same improvements as those referenced in the Bond to which this Addendum is attached; (b) to the Agreement dated _____, 20_____, between the Additional Obligee, Principal, and Obligee/Owner/Developer concerning the Bond to which this Addendum is attached; and (c) to the written agreement between Obligee/Owner/Developer and the Principal referenced in the Bond to which this Addendum is attached.

It is further agreed that the obligation of the Principal and Surety under the Bond to which this Addendum is attached shall include the obligations of the Obligee/Owner/Developer under the said Improvement Agreement referenced in subpart (a) above, the obligations of the Principal and Obligee/Owner/Developer under the Agreement referenced in subpart (b) above, and the obligations of the Principal under the written agreement referenced in subpart (c) above.

It is further agreed that the three agreements referenced in subparts (a), (b), and (c) above are all incorporated by reference into this Addendum.

This Addendum shall be effective as of the time the Bond to which it is attached becomes effective.

PRINCIPAL:

(Name of Principal)

By: _____

Capacity: _____

SURETY:

(Name of Surety)

By: _____
Attorney-in-Fact

By: _____
Kansas Agent

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: PATRICK BURTON, DIRECTOR OF COMMUNITY DEVELOPMENT

MEETING DATE: MARCH 26, 2020

DATE: MARCH 19, 2020

Consent Agenda: Final Plat, Brookwood Farms, Fifth Plat, PLAT-000008-2019.

Issue: Engineering Solutions. has submitted a final plat application on behalf of Catch Investments, LLC for Brookwood Farms, Fifth Plat, located at 201st St. and Balsam St.

BACKGROUND: An application has been received for the development of the next phase of Brookwood Farms located 201st St. and Balsam St. Brookwood Farms, Fifth Plat, consists of 14 residential tracts.

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

Analysis: (See attached staff report, PC minutes, final plat drawing) The Spring Hill Planning Commission reviewed the application at their January 6, 2020 special meeting. After discussion the PC voted unanimously to recommend approval of the final plat.

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

Legal Review: N/A

Funding Review or Budgetary Impact: N/A

Recommendation: The Spring Hill Planning Commission and City staff recommends approval of the Final Plat for Brookwood Farms, Fifth Plat, application number PLAT-000008-2019

Attachments: Planning Commission minutes, January 6, 2020
Staff Report, PLAT-000008-2019
Final Plat

City of Spring Hill, Kansas
Minutes of Planning Commission Special Session
January 6, 2020

A Special Session of the Planning Commission was held at the Civic Center, 401 N. Madison St., Spring Hill, Kansas on January 6, 2020. The meeting convened at 7:01 p.m. with Chairman Stephen Sly presiding, and Amy Long, Planning Secretary recording.

Commissioners in attendance: Stephen Sly
Cindy Squire
Mary Dobson
Josh Nowlin
Roger Welsh, II

Commissioners absent: Josh Erhart
Janell Pollom
Mike Denny
Troy Mitchell

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

Public in attendance: Doug Ubben, Jr. – Phelps Engineering
Bill Peterman
Rodolfo Arevalo

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF THE AGENDA

Motion by Mr. Welsh seconded by Mr. Nowlin to approve the agenda with corrections as noted.

Roll Call Vote: Nowlin- Aye, Welsh- Aye, Sly-Aye, Dobson-Aye, Squire- Aye

Motion carried 5-0-0

CITIZEN PARTICIPATION

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

Bill Peterman inquired why RV Storage off 169 Hwy does not have doors and if any landscape would be added.

1. Final Plat Application (PLAT-000008-2019)– Brookwood Farms, 5th Plat

Beginning of Staff Report

End of Staff Report

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

Motion by Mr. Nowlin, seconded by Ms. Dobson to approve Final Plat Application (PLAT-000008-2019) as presented by staff.

Roll Call Vote: Nowlin- Aye, Welsh- Aye, Sly-Aye, Dobson-Aye, Squire- Aye

Motion carried 5-0-0

FINAL PLAT

Final Plat BROOKWOOD FARMS, 5TH PLAT Lots 154-167 & Tract H

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER
OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 23 EAST,
IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS

PLAT BOUNDARY DESCRIPTION
The plat boundary is described as follows: ...

SURVEYOR'S GENERAL NOTES
1. The survey is based on the following information provided by the landowner to the surveyor: ...



LEGEND

- 1. Lot boundary (see plat)
- 2. Plat boundary (see plat)
- 3. Plat boundary (see plat)
- 4. Plat boundary (see plat)
- 5. Plat boundary (see plat)
- 6. Plat boundary (see plat)
- 7. Plat boundary (see plat)
- 8. Plat boundary (see plat)
- 9. Plat boundary (see plat)
- 10. Plat boundary (see plat)



DEDICATION:
The undersigned owner of the above described tract of land has caused the same to be dedicated to the public use of the City of Spring Hill, Johnson County, Kansas.

"BROOKWOOD FARMS, 5TH PLAT"

ASSURMENTS:
The undersigned owner of the above described tract of land hereby certifies that the same is not subject to any other claim or interest of any person other than the undersigned owner, and that the same is not subject to any other claim or interest of any person other than the undersigned owner.

CONSENT TO PLAT:
The undersigned owner of the above described tract of land hereby certifies that the same is not subject to any other claim or interest of any person other than the undersigned owner, and that the same is not subject to any other claim or interest of any person other than the undersigned owner.

NOTICE OF SALE:
The undersigned owner of the above described tract of land hereby certifies that the same is not subject to any other claim or interest of any person other than the undersigned owner, and that the same is not subject to any other claim or interest of any person other than the undersigned owner.

IN TESTIMONY WHEREOF:
The undersigned owner of the above described tract of land has caused this plat to be signed and sealed by me in the presence of two witnesses and one notary public, and I have caused the same to be recorded in the public records of the County of Johnson, State of Kansas.

NOTARY CERTIFICATION:
I, _____, Notary Public for the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office on this _____ day of _____, 2019.

APPROVED BY:
The Planning Commission of the City of Spring Hill, Johnson County, Kansas, this _____ day of _____, 2019.

APPROVED BY:
The undersigned owner of the above described tract of land, this _____ day of _____, 2019.

SURVEYOR'S CERTIFICATION:
I, _____, Surveyor for the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office on this _____ day of _____, 2019.

ENGINEERING SOLUTIONS
1501 S. MAIN ST., SUITE 100
SPRING HILL, MO 64082
PH: 660.233.1111
WWW.ESOLUTIONS.COM

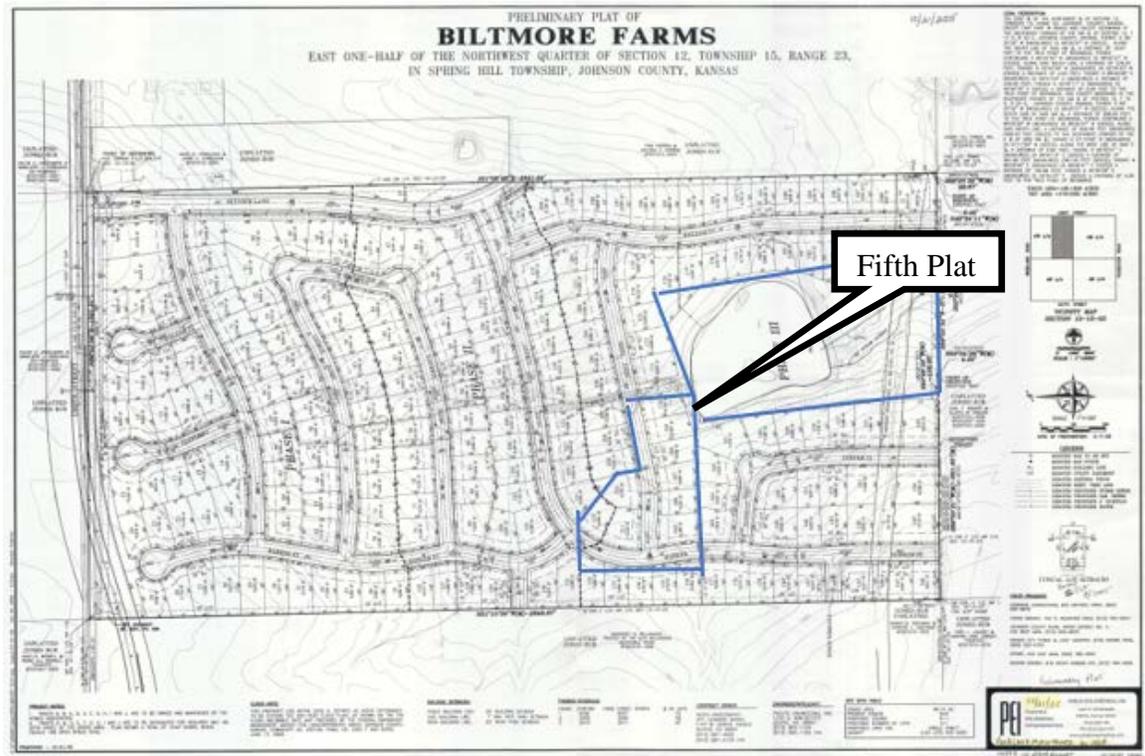
RECORDS

Brookwood Farms, 5th Plat
Section 12, Township 15 South, Range 23 East
Spring Hill, Johnson County, Kansas

Final Plat

ENGINEERING SOLUTIONS

Preliminary Plat



BACKGROUND:

An application has been received for the development of the next phase of Brookwood Farms located on 199th Street, approximately one-half mile east of Woodland Road. Brookwood Farms, Fifth Plat consists of 14 residential lots and Tract H (pond) on 11.16 acres with extensions to Barker Street and the addition of 201st Terrace.

The preliminary plat was approved by the Planning Commission in 2007, then revised in 2014 with some changes to the open space. Staff finds that this final plat conforms to the preliminary plat. A copy of the preliminary plat is included with-in this staff report.

STAFF COMMENT:

Brookwood Farms, Fifth Plat, consists of 14 residential lots and Tract H. Staff finds the final plat to be in compliance with the previously approved preliminary plat and offers the following review of Section 17.372.D of the Spring Hill Subdivision Regulations:

1. Separate drawings of profiles and cross section of streets and public use areas have been forwarded to the City Engineer for review.
2. The Public Works Director, City Engineer, and various consultants have reviewed the plat.
3. Staff has verified the person or persons name on the plat are the owner(s) of the area subject to the final plat.
4. Staff has verified all due or unpaid taxes have been paid in full.
5. Drainage areas are subject to maintenance of adjoining homeowners or the homeowner's association,
6. Public facilities are adequate and available to the site,
7. The proposed plat meets the City's design standards for the proposed streets and sidewalks.
8. Fire, police, and school public services will be able to serve this subdivision adequately. The City of Spring Hill will provide sewer service, and Johnson County Water District Number One will provide water service.
9. Adequate control of storm water through appropriate BMP's have been detailed on drawings submitted to the City Engineer for approval.
10. Construction refuse will be disposed of in an appropriate manner,
11. The required Improvement Agreement is being prepared by staff and will be forwarded to the applicant, City Engineer and City Attorney for review and approval. This Agreement will be signed by the applicant prior to consideration of the final plat by the Governing Body. All required excise tax, bonds and insurance documents will be submitted to the City prior to issuance of a Notice to Proceed from the City Engineer.
12. Staff finds the proposed final plat in substantial compliance with the preliminary plat for the subdivision approved by the Planning Commission in 2014, and with the Comprehensive Plan for the City of Spring Hill.
13. In the Tracts/Common Areas description language, must include that the areas are open to general public use. If the development does not want the general public to use the areas, then the lots are subject to a \$300.00 per lot park impact fee paid at building permit issuance

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:

It is the recommendation of staff, that the Planning Commission recommend approval of Final Plat Plat-00000-2019, Brookwood Farms, Fourth Plat as presented by staff.

Suggested Motion: Move to recommend approval of Plat-000008-2019, Final Plat, Brookwood Farms, Fifth Plat, subject to staff report.

Attachments: Final Plat
Preliminary Plat

Final Plat

BROOKWOOD FARMS, 5TH PLAT

Lots 154-167 & Tract H

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 23 EAST, IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS

PLAT BOUNDARY DESCRIPTION

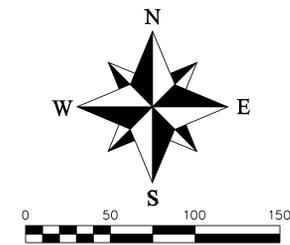
All that part of Northwest Quarter of Section 12, Township 15 South, Range 23 East, in the City of Spring Hill, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of Section 12, Township 15 South, Range 23 East, said point also being the Northeast corner of Billmore Farms, First Plat, a subdivision as recorded in Spring Hill, Johnson County, Kansas; thence South 88°56'25" West, along the North line of said Section, a distance of 1321.21 feet to the Northwest Corner of the East Half of said Quarter; thence South 27°44' East, along the West Line of said East Half, a distance of 1542.36 feet to the Point of Beginning; thence South 27°44' East along said West line, a distance of 375.00 feet; thence North 87°52'16" East, a distance of 180.01 feet; thence North 2°07'40" West, a distance of 13.37 feet; thence North 85°52'14" East, a distance of 340.83 feet; thence South 41°30'27" East, a distance of 15.51 feet; thence South 27°19'48" East, a distance of 175.41 feet; thence South 19°13'01" East, a distance of 132.84 feet; thence South 2°07'40" East, a distance of 465.84 feet; thence North 88°28'16" East, a distance of 359.33 feet; thence North 2°07'40" East, a distance of 833.08 feet to a point on the South Line of Brookwood Farms Fourth Plat, a subdivision in said Spring Hill; thence along a curve to the right along said South Line, having an initial tangent bearing of South 71°40'37" West and a radius of 1995.00 feet, an arc distance of 401.68 feet to a point on the West Line of Brookwood Farms Fourth Plat, a subdivision in said Spring Hill; thence North 6°47'14" West along said West Line, a distance of 145.00 feet; thence along a curve to the right, having an initial tangent bearing of South 83°12'46" West, a radius of 1850.00 feet, an arc distance of 21.35 feet; thence North 6°07'34" West along said West Line, a distance of 186.67 feet to a point on the South Line of Brookwood Farms Third Plat, a subdivision in said Spring Hill; thence along a curve to the right along said South Line, having an initial tangent bearing of South 84°46'22" West, a radius of 1655.00 feet, an arc distance of 73.54 feet; thence South 87°37'54" West continuing along said South line, a distance of 88.90 feet; thence South 66°30'20" West continuing along said South line, a distance of 54.05 feet; thence South 33°27'02" West continuing along said South line, a distance of 54.05 feet; thence North 73°04'38" West continuing along said South line, a distance of 180.00 feet; thence along a curve to the right continuing along said South line, having an initial tangent bearing of North 16°55'22" East and a radius of 275.00 feet, an arc distance of 41.78 feet; thence South 67°52'16" West along said South line, a distance of 156.64 feet to the Point of Beginning.

Containing 486,344.74 square feet (11.16 acres) more or less.

SURVEYOR'S GENERAL NOTES:

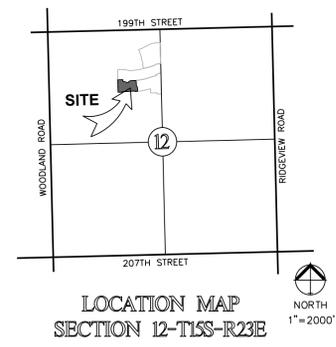
- This survey is based upon the following information provided by the client or researched by this surveyor:
 - Plat of Billmore Farms, First Plat, recorded in Book 200703, Page 004649
 - Plat of Billmore Farms, Second Plat, recorded in Book 200901, Page 004442
 - Plat of Brookwood Farms, First Plat, recorded in Book 201502, Page 006331
 - Plat of Brookwood Farms, Third Plat, recorded in Book 201705, Page 002229
 - Plat of Brookwood Farms, Fourth Plat, recorded in Book 201811, Page 000927
 - Deed recorded in Book 4658, Page 721
 - Deed recorded in Book 200806, Page 001753
- This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Kansas Standards for Property Boundary Surveys.
- No Title report was furnished.
- Bearings shown hereon are based upon BILTMORE FARMS, FIRST PLAT
- The subject property surveyed lies within a flood zone designated zone (x), areas located outside the 100 year flood plain, per F.E.M.A. map, panel no. 139 of 161, Map No. 2009100139G effective date: August 3, 2009.
- Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence or underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.



LEGEND

- These standard symbols will be found in the drawing.
- Set Permanent Monument
 - ⊙ Found Survey Monument (As Noted)

1. THE FOLLOWING STANDARD MONUMENTS WILL BE SET:
- SEMI-PERMANENT MONUMENTS:
 - SET 1/2" IRON BAR WITH PLASTIC CAP MARKED "LS 218" IN CONCRETE AT ALL REAR LOT CORNERS AND CURBS ARE NOTCHED AT THE PROJECTION OF SIDE LOT LINES.
 - PERMANENT MONUMENTS:
 - SET 5/8" IRON BAR WITH ALUMINUM CAP MARKED "LS 218" IN CONCRETE AT PLAT BOUNDARY CORNERS.



DEDICATION:
THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH PLAT AND SUBDIVISION SHALL HEREAFTER BE KNOWN AS

"BROOKWOOD FARMS, 5TH PLAT"

EASEMENTS
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, AND TO ALL PUBLIC UTILITY COMPANIES DULY INCORPORATED AND LICENSED TO DO BUSINESS IN JOHNSON COUNTY, KANSAS, TO ENTER UPON, LOCATE, CONSTRUCT, AND MAINTAIN, POLES, WIRES, ANCHORS, PIPES, CONDUITS, SEWERS, SURFACE DRAINAGE FACILITIES, ETC., UPON OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS UTILITY EASEMENT OR U/E, OR "DRAINAGE EASEMENT OR DE".

AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, 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 OR EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF SPRING HILL, KANSAS AND THEIR ASSIGNS.

CONSENT TO LEVY:
THE UNDERSIGNED PROPRIETOR OF THE ABOVE TRACT OF LAND HEREBY AGREES AND CONSENTS THAT THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AND THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, SHALL HAVE THE POWER TO RELEASE SUCH LAND PROPOSED TO BE DEDICATED FOR PUBLIC WAYS AND THOROUGHFARES, OR PARTS THEREOF, FOR PUBLIC USE, FORM THE LIEN AND EFFECT OF ANY SPECIAL ASSESSMENT, AND THAT THE AMOUNT OF UNPAID SPECIAL ASSESSMENTS ON SUCH LAND SO DEDICATED SHALL BECOME AND REMAIN A LIEN ON THE REMAINDER OF THIS LAND FRONTING OR ABUTTING ON SUCH DEDICATED PUBLIC WAY OR THOROUGHFARE.

RIGHT OF WAY:
THE UNDERSIGNED PROPRIETOR(S) OF THE PROPERTY SHOWN ON THIS PLAT DO HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND INDICATED ON SAID PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, AVENUES, AND ALLEYS, NOT HERETOFORE DEDICATED.

IN TESTIMONY WHEREOF:
UNDERSIGNED PROPRIETORS, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS DAY OF _____, 20__.

CATCH INVESTMENTS, L.L.C.

LEONARD MARKS, MEMBER

NOTARY CERTIFICATION:
STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED LEONARD MARKS, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS A MEMBER OF CATCH INVESTMENTS, L.L.C., A KANSAS LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS THEREOF:
I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TRACTS / COMMON AREAS

SAID TRACTS AND LOTS SHALL BE THE RESPONSIBILITY OF THE H.O.A. AND MAINTAINED BY THE H.O.A. THESE AREAS SHALL PROVIDE FOR UTILITIES, SIDEWALKS, RAILS AND COMMON SPACE FOR THE RESIDENTS.

Tract ID	Use
H	Community Use Open Space

LOT	AREA
TRACT H	299,384.28 SQ. FT
ROW	35,917.84 SQ. FT

APPROVED BY:

APPROVED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS, THIS _____ DAY OF _____, 20__.

MAYOR: STEVEN M. ELLIS

CITY CLERK: GLENDA GERRYTH

APPROVED BY:

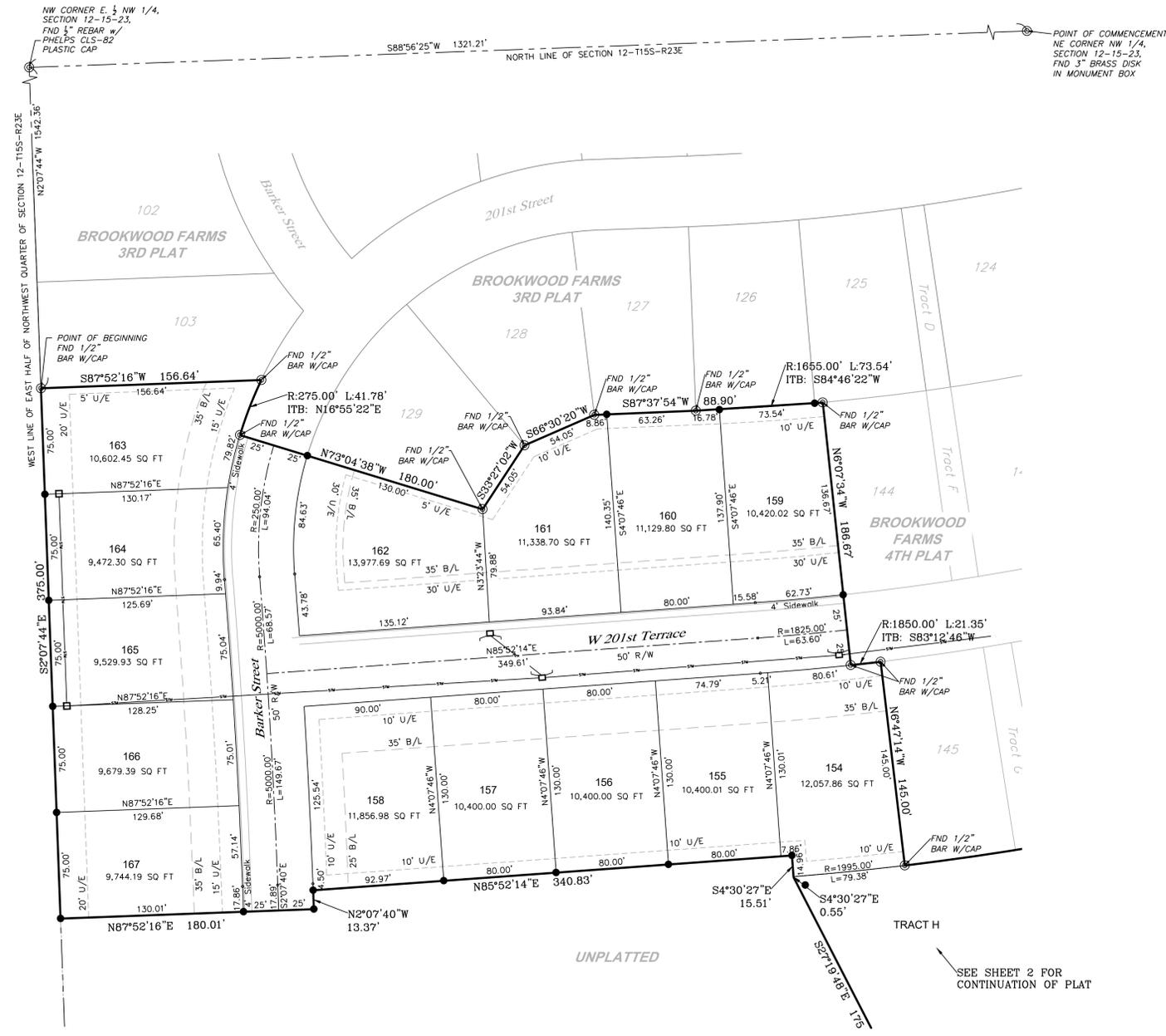
THE PLANNING COMMISSION OF THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 20__.

CHAIRMAN: STEPHEN SLY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "KANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS JOINTLY ESTABLISHED BY THE KANSAS BOARD OF TECHNICAL PROFESSIONALS AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

DATE: _____
MATTHEW J. SCHLICHT, KSPLS 1586
ENGINEERING SOLUTIONS, L.L.C., KS CORP LS 218-D



REVISIONS	
DATE	

Brookwood Farms 5th Plat
Section 12, Township 15 South, Range 23 East
Spring Hill, Johnson County, Kansas

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
1 of 2	12	15	23	Johnson	Brookwood 5th
DRAWN BY					DATE OF PREPARATION
M. Schlicht, PLS., PE					November 18, 2019

Final Plat

ENGINEERING & SURVEYING SOLUTIONS
50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P: (616) 623-9888 F: (816) 623-9849

**DECLARATION OF A STATE OF LOCAL DISASTER EMERGENCY
FOR SPRING HILL, KANSAS**

WHEREAS, on the 19th day of March, 2020, the Mayor of Spring Hill, Kansas finds that a disaster has occurred, or the threat thereof is imminent within the City of Spring Hill, Kansas, as a result of the Coronavirus pandemic (COVID-19) and the confirmed outbreak and person-to-person spread of COVID-19 in the United States, Kansas, Johnson County and Miami County; and

WHEREAS, COVID-19, a respiratory disease that spreads easily from person to person and may result in serious illness or death, has been confirmed in Kansas and in Johnson County and Miami County, resulting in serious illness and several deaths to date in Kansas; and

WHEREAS, such conditions endanger health, safety and welfare of persons and property within Spring Hill, Kansas; and

WHEREAS, to reduce spread of COVID-19, the United States Centers for Disease Control and Prevention (CDC) and the Kansas Department of Health and Environment (KDHE) recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing in smaller gatherings; and

WHEREAS, the worldwide outbreak of COVID-19 and the resulting epidemic in Kansas, Johnson County and Miami County continue to threaten the life and health of our citizens and visitors as well as the economy and remains a public disaster affecting life, health, property and the public peace.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor of Spring Hill, Kansas, pursuant to K.S.A. 48-932, and amendments thereto, that:

1. A State of Local Disaster Emergency exists for Johnson County and Miami County, Kansas as a result of the Coronavirus pandemic (COVID-19).
2. The area within the City of Spring Hill, Kansas includes Johnson County and Miami County.
3. This Declaration specifically prohibits all large public gatherings of people in the City. Large public gatherings are those with more than 10 people in attendance or anticipated to attend, except for governmental and judicial functions, healthcare facilities, private business operations (except for restaurant and bar limitations as enacted by Johnson and Miami Counties). For any size gathering of people, the City encourages everyone to follow the guidance provided by the Centers for

Disease Control (CDC), federal, state and local public health officials and private medical providers.

4. Residents are encouraged to do business with the City online and by phone when possible. City departments are adjusting practices to accommodate remote interaction.

For a full list of changes in service, please visit the Spring Hill website: www.springhillks.gov.

Additionally, all City departments are evaluating current protocols and practices for employees and their interactions with the public.

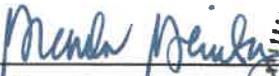
5. This Declaration is supplemental to and does not limit or modify any orders, directives, management or control of the COVID-19 pandemic or other public health matters of the Johnson County Public Health Department or by the Johnson County Public Health Officer, and the Miami County Public Health Department or by the Miami County Public Health Officer.
6. This Declaration of a local disaster emergency shall activate the response and recovery aspects of any and all local and inter-jurisdictional disaster emergency plans which are applicable to Johnson County and Miami County, Kansas, and shall initiate the rendering of aid and assistance thereunder.
7. The Governing Body has all rights and/or powers to perform such functions as are vested in said Governing Body by and through the provisions of the Kansas Emergency Management Act. Any rights or powers lawfully exercised, or any actions taken pursuant to local disaster emergency plans shall continue and have full force and effect as authorized by law unless modified or terminated in the manner prescribed by law.
8. This Declaration of a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the City Clerk.
9. This state of local disaster emergency is effective immediately and shall remain in effect for a period of seven (7) days unless terminated earlier or renewed by consent of the City Council. The City Council will consider this matter at its regular meeting on Thursday, March 26, 2020, at 7:00 p.m.

PROCLAIMED BY THE MAYOR OF SPRING HILL, KANSAS THIS 19th DAY OF MARCH, 2020.

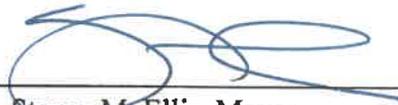
City of Spring Hill, Kansas

Attest:

By:


Glenda Gerrity, City Clerk

By:


Steven M. Ellis, Mayor



Approved as to form:

By:


Frank H. Jenkins, Jr., City Attorney

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: MARCH 26, 2020
DATE: MARCH 20, 2020

Formal Agenda: Consider Developer Reimbursement Agreement, Dayton Creek, SBD4, Plat 6

Issue: Construction bids were submitted for Dayton Creek Special Benefit District #4 that are in excess of the estimated project costs of \$2,180,000.00. The developer, PV Investments, has agreed to be financially responsible for and to reimburse the City for all costs in excess of the Project Costs.

Background: On March 12, 2020 sealed bids were submitted to and evaluated by the City Engineer with the bid amounts determined to be in excess of the Project Costs.

Estimated Project Costs	\$2,180,000.00
Low Bid	\$2,412,412.00

In addition to this bid amount potential additional costs are to be accounted for primarily related to financing. These costs are being estimated however, due to the current volatile bond market finance charges are difficult to estimate. Additional information and costs estimates will be provided prior to the March 26, 2020 meeting. Staff will also have discussions with the developer prior to the March 26 meeting to allow for more current analysis of the bond market and estimated costs.

Analysis: The proposed Reimbursement Agreement has been reviewed by city staff, the developer and legal representation. The Agreement calls for reimbursement on not less than a monthly basis. The Agreement also provides protection from default and remedies by allowing the City to take any action allowed by law or equity to enforce its rights but does not provide any form of financial security from the developer.

Alternatives: Approval, denial, table pending further review

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

Funding Review or Budgetary Impact:

Recommendation: At this time, staff is not comfortable with making a recommendation until more accurate information is available with the bond market. Updates will be provided along with a recommendation prior to the meeting.

Attachments: Proposed Reimbursement Agreement

**DAYTON CREEK SBD REIMBURSEMENT AGREEMENT
FOR SIXTH PLAT**

This Dayton Creek SBD Reimbursement Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between the City of Spring Hill, Kansas, a municipality organized under the laws of the State of Kansas (“**City**”) and PV Investments, LLC, a Kansas limited liability company (“**PV Investments**”).

WHEREAS, in connection with the development of the Dayton Creek Sixth Plat (“**Subdivision**”), the City approved a Petition for Dayton Creek Sixth Plat Improvement District (“**Petition**”) submitted by PV Investments (as developer), which provides for the design and construction of certain public improvements benefitting the Subdivision (“**Public Improvements**”) for the maximum estimated or probable cost of \$2,180,000 (“**Project Costs**”) - see Petition attached as **Exhibit A**; and

WHEREAS, pursuant to the Petition and Section 2.4 of the City’s Purchasing Policy, the City initiated a public sealed bid process based on the Opinion of Probable Construction Costs for the Subdivision prepared by the City’s Engineer, Lamp Rynearson, Inc. (“**City Engineer**”); and

WHEREAS, on or about March 12, 2020, the sealed bids were submitted to and evaluated by the City’s Engineer and the submitted bid amounts were determined to be in excess of the Project Costs; and

WHEREAS, PV Investments has agreed to be financially responsible for and to reimburse the City for all costs in excess of the Project Costs.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereto agree as follows:

1. Reimbursement. PV Investments shall reimburse the City on a periodic basis, not less the once per month, for all actual costs of the Public Improvements determined by the City to be in excess of the Project Costs. Final reimbursement for such costs shall be made after the Public Improvements are fully completed and accepted by the

- City. All requests for reimbursement shall include the following: (i) a written summary of all costs and expenses actually incurred in connection with the engineering and construction of the Public Improvement for which payment is being requested, (ii) copies of written invoices for the amounts of such costs and expenses, and the amounts owed to the City by PV Investments pursuant to this Agreement, and (iii) copies of lien waivers from the payees (which may be conditioned upon receipt of actual payment). PV Investments shall reimburse the City for such costs within thirty (30) days of receipt of such itemized statements.
2. Default and Remedies. In the event that PV Investments shall default in the performance of its obligations under the terms of this Agreement, the City can take any action allowed by law or equity to enforce its rights, including, without limitation, obtaining injunctive relief, which the parties recognize is an appropriate remedy since monetary damages may not be sufficient. All unpaid amounts shall accrue interest until paid at the rate of fifteen percent (15%) per annum and the City shall be entitled to record in the official records of Johnson County, Kansas a lien for all unpaid and due amounts and thereafter to foreclose the lien in the same manner in which a mortgage lien on real property would be foreclosed in Kansas. If a suit is brought to enforce this Agreement, the prevailing Owner shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing Owner.
 3. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other parties.
 4. No Third-Party Beneficiaries. The parties do not intend to create any right, title or interest in or for the benefit of any person not a party to this Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.
 5. Amendment or Extension of Agreement. Any amendment or extension of the terms of this Agreement shall be in writing, signed by the City and PV Investments.
 6. Integration. This Agreement constitutes the entire agreement between the City PV Investments on this subject, and as such is intended to be the exclusive statement of the promises, representations and negotiations made in connection with the subject matter hereof.
 7. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the City and PV Investments, and their respective heirs, executors, administrators, successors and permitted assigns.
 8. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall have the effect of and be considered as an original of this Agreement. Transmission of a facsimile or PDF version of any signed original document, and retransmission of any such transmission, will be the same as delivery

of an original document. At the request of the other Party, each Party will confirm transmitted facsimile signatures by signing an original document.

The remainder of this page is intentionally left blank. Signature pages follow.

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

“CITY”

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for the County and State on this _____ day of March, 2020, personally appeared Steven M. Ellis, Mayor, and Glenda Gerrity, City Clerk of the CITY OF SPRING HILL, KANSAS, a municipal corporation duly organized, incorporated and existing under and by virtue of the law of the state of Kansas, who are personally known to me to be the persons who executed, as such officers, the within instrument on behalf of said corporation and such persons duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

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

Notary Public

My Commission Expires:

“DEVELOPER”

PV INVESTMENTS, LLC

Dr. Bradley Vince, Manager

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on the _____ day of March, 2020, personally appeared Dr. Bradley Vince, MANAGER of PV INVESTMENTS, LLC, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

Notary Public

My Commission Expires:

EXHIBIT A

Petition for Dayton Creek Sixth Plat Improvement District

(See Attached)

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DANIEL G. MILLER, P.E.
MEETING DATE: March 26, 2020
DATE: March 20, 2020

Consent / Formal Action / Discussion Item: Formal Action

Issue: Construction Contract with R.D. Johnson Excavating for Dayton Creek Benefit District Sixth Plat.

Background: The construction contract for Dayton Creek Benefit District Sixth Plat was bid on Thursday, March 12, 2020. The low bid was submitted by R. D. Johnson Excavating, of Lawrence KS, with a corrected bid of \$2,414,788.00. The engineers estimate for the project was \$2,872,934.00.

Analysis: The construction contract for the project has been reviewed by the city attorney.

Funding Review or Budgetary Impact: This recommendation is being presented in accordance with Section 3 of the Spring Hill Purchasing Policy. The construction is being funded by the benefit district and PV Investments.

Recommendation: Staff recommends the governing body accept the bid received from R. D. Johnson Excavating for the Dayton Creek Benefit District 6th Plat project in the amount of \$2,414,788.00. If approved, staff will prepare construction documents for consideration at the next City Council meeting.

Attachments: Bid Recommendation and Bid Tabulation from Lamp Rynearson, Inc.

March 20, 2020

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

Ms. Glenda Gerrity
City Clerk
City of Spring Hill, KS
401 N. Madison St
Spring Hill, KS 66083

Re: Dayton Creek Benefit District 6th Plat

Dear Ms. Gerrity:

Bids were received for the above referenced project on Thursday, March 12, 2020.

A total of four bids were received. The bids were well distributed between the low and high bids, with three of the bids below the Engineer's Estimate. The low bid was submitted by R. D. Johnson Excavating, of Lawrence KS, with a corrected bid of \$2,414,788.00. The engineers estimate for the project was \$2,872,934.00.

R.D. Johnson provided a list of similar projects and a listing of proposed subcontractors and major suppliers, attached. Also attached is the completed detailed bid tabulation. R.D. Johnson proposes to exceed the contract minimum self-performance requirement of 30% by performing approximately 70% of the work.

Lamp Rynearson recommends accepting the bid received from R. D. Johnson Excavating for the Dayton Creek Benefit District 6th Plat project in the amount of \$2,414,788.00. If you have any questions, or need additional information, please contact me at 816-823-7228.

Sincerely,

LAMP RYNEARSON

Daniel G. Miller, P.E.
Civil Design Group Leader

Email c: Jim Hendershot, City Administrator
Melanie Landis, Assistant City Administrator
Jim Boyer, Director of Public Works
Dave Carr, Utilities Superintendent
Patrick Burton, Community Development Director
Pat Kullberg, P.E., McClure Engineering Co.
Project File

L:\Engineering\0320005.02 Spring Hill KS Dayton Creek BD 6th\DOCUMENTS\BID PHASE\0320005.02 DC6 BD Bid Recommendation Letter.docx

City of Spring Hill, Kansas

Bid Date 03-12-2020

Dayton Creek Benefit District Sixth Plat

Lamp Rynearson Project No. 0320002.05



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

GRADING AND EROSION CONTROL				Engineer's Estimate McClure Engineering		RD Johnson Excavating		Cohorst Enterprises Inc.		Walters Excavating LLC		Gunter Construction Company		Bid Averages w/o High Bidder and Engineers Estimate	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	EXCAVATION (UNCLASSIFIED)	CY	9,551	\$3.50	\$33,428.50	\$5.00	\$47,755.00	\$2.00	\$19,102.00	\$7.00	\$66,857.00	\$4.00	\$38,204.00	\$4.67	\$44,571.33
2	EMBANKMENT (OWNER FURNISHED) (NO SHRINK/SWELL FACTOR INCLUDED)**	CY	45,458	\$5.00	\$227,290.00	\$4.00	\$181,832.00	\$3.75	\$170,467.50	\$5.60	\$254,564.80	\$8.58	\$390,029.64	\$4.45	\$202,288.10
3	TEMPORARY CONSTRUCTION ENTRANCE	EACH	1	\$6,000.00	\$6,000.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00	\$2,300.00	\$2,300.00	\$6,300.00	\$6,300.00
4	SEDIMENT FENCE	LF	4,828	\$3.50	\$16,898.00	\$2.50	\$12,070.00	\$2.00	\$9,656.00	\$7.75	\$37,417.00	\$1.25	\$6,035.00	\$4.08	\$19,714.33
5	TEMPORARY SEDIMENT TRAP	EACH	10	\$3,500.00	\$35,000.00	\$990.00	\$9,900.00	\$3,500.00	\$35,000.00	\$8,000.00	\$80,000.00	\$2,000.00	\$20,000.00	\$4,163.33	\$41,633.33
6	ROCK DITCH CHECKS	EACH	12	\$750.00	\$9,000.00	\$500.00	\$6,000.00	\$400.00	\$4,800.00	\$1,500.00	\$18,000.00	\$80.00	\$960.00	\$800.00	\$9,600.00
7	INLET PROTECTION	EACH	22	\$250.00	\$5,500.00	\$221.00	\$4,862.00	\$100.00	\$2,200.00	\$500.00	\$11,000.00	\$80.00	\$1,760.00	\$273.67	\$6,020.67
8	FINE GRADING	CY	5,018	\$7.00	\$35,126.00	\$4.50	\$22,581.00	\$6.00	\$30,108.00	\$18.66	\$93,635.88	\$9.00	\$45,162.00	\$9.72	\$48,774.96
9	TEMPORARY SEEDING	AC	26	\$2,200.00	\$57,200.00	\$1,650.00	\$42,900.00	\$1,900.00	\$49,400.00	\$1,800.00	\$46,800.00	\$1,000.00	\$26,000.00	\$1,783.33	\$46,366.67
10	PERMANENT SEEDING	AC	3	\$2,200.00	\$6,600.00	\$2,200.00	\$6,600.00	\$2,100.00	\$6,300.00	\$3,000.00	\$9,000.00	\$3,220.00	\$9,660.00	\$2,433.33	\$7,300.00

STREET				Engineer's Estimate McClure Engineering		RD Johnson Excavating		Cohorst Enterprises Inc.		Walters Excavating LLC		Gunter Construction Company		Bid Averages w/o High Bidder and Engineers Estimate	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SUBGRADE STABILIZATION (FLYASH)	SY	19,031	\$7.50	\$142,732.50	\$6.00	\$114,186.00	\$7.50	\$142,732.50	\$4.70	\$89,445.70	\$6.00	\$114,186.00	\$6.07	\$115,454.73
2	2" ASPHALTIC CONCRETE SURFACE COURSE (2017 APWA Type 5 Modified)	SY	15,540	\$15.00	\$233,100.00	\$8.50	\$132,090.00	\$14.00	\$217,560.00	\$9.00	\$139,860.00	\$8.00	\$124,320.00	\$10.50	\$163,170.00
3	6" ASPHALTIC CONCRETE BASE COURSE (2017 APWA Type 5 Modified)	SY	8,934	\$35.00	\$312,690.00	\$24.50	\$218,883.00	\$31.00	\$276,954.00	\$27.00	\$241,218.00	\$26.00	\$232,284.00	\$27.50	\$245,685.00
4	8" ASPHALTIC CONCRETE BASE COURSE (2017 APWA Type 5 Modified)	SY	6,606	\$50.00	\$330,300.00	\$32.75	\$216,346.50	\$40.00	\$264,240.00	\$35.00	\$231,210.00	\$34.00	\$224,604.00	\$35.92	\$237,265.50
5	4" ASPHALTIC CONCRETE BASE COURSE (2017 APWA Type 5 Modified)(UNDER CURB)	SY	1,034	\$30.00	\$31,020.00	\$16.25	\$16,802.50	\$22.00	\$22,748.00	\$26.00	\$26,884.00	\$18.00	\$18,612.00	\$21.42	\$22,144.83
6	TYPE "A" CONCRETE CURB AND GUTTER (ROLLBACK)(KCMMB4K)	LF	6,154	\$16.00	\$98,464.00	\$16.00	\$98,464.00	\$18.00	\$110,772.00	\$15.25	\$93,848.50	\$20.00	\$123,080.00	\$16.42	\$101,028.17
7	TYPE "B" CONCRETE CURB AND GUTTER (VERTICAL)(KCMMB4K)	LF	3,563	\$18.00	\$64,134.00	\$16.00	\$57,008.00	\$18.00	\$64,134.00	\$15.25	\$54,335.75	\$28.00	\$99,764.00	\$16.42	\$58,492.58
8	CONCRETE SIDEWALK (COMMON AREAS)(KCMMB4K)	SF	7,850	\$6.00	\$47,100.00	\$5.00	\$39,250.00	\$5.50	\$43,175.00	\$5.00	\$39,250.00	\$7.00	\$54,950.00	\$5.17	\$40,558.33
9	CONCRETE SIDEWALK RAMPS (KCMMB4K)	SF	1,560	\$9.00	\$14,040.00	\$19.00	\$29,640.00	\$20.00	\$31,200.00	\$20.00	\$31,200.00	\$13.00	\$20,280.00	\$19.67	\$30,680.00
10	SIGNAGE (PER POST)	EACH	3	\$300.00	\$900.00	\$550.00	\$1,650.00	\$175.00	\$525.00	\$450.00	\$1,350.00	\$240.00	\$720.00	\$391.67	\$1,175.00
11	TYPE III BARRICADE & END OF ROAD MARKERS	EACH	12	\$1,500.00	\$18,000.00	\$300.00	\$3,600.00	\$450.00	\$5,400.00	\$300.00	\$3,600.00	\$900.00	\$10,800.00	\$350.00	\$4,200.00

STORM SEWER				Engineer's Estimate McClure Engineering		RD Johnson Excavating		Cohorst Enterprises Inc.		Walters Excavating LLC		Gunter Construction Company		Bid Averages w/o High Bidder and Engineers Estimate	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	15" HDPE	LF	563	\$50.00	\$28,150.00	\$34.00	\$19,142.00	\$40.00	\$22,520.00	\$40.00	\$22,520.00	\$42.00	\$23,646.00	\$38.00	\$21,394.00
2	18" HDPE	LF	59	\$55.00	\$3,245.00	\$38.00	\$2,242.00	\$45.00	\$2,655.00	\$106.00	\$6,254.00	\$65.00	\$3,835.00	\$63.00	\$3,717.00
3	24" HDPE	LF	809	\$65.00	\$52,585.00	\$43.00	\$34,787.00	\$50.00	\$40,450.00	\$57.00	\$46,113.00	\$68.00	\$55,012.00	\$50.00	\$40,450.00
4	30" HDPE	LF	438	\$80.00	\$35,040.00	\$60.00	\$26,280.00	\$68.00	\$29,784.00	\$84.00	\$36,792.00	\$70.00	\$30,660.00	\$70.67	\$30,952.00
5	36" HDPE	LF	697	\$95.00	\$66,215.00	\$70.00	\$48,790.00	\$84.00	\$58,548.00	\$74.50	\$51,926.50	\$87.00	\$60,639.00	\$76.17	\$53,088.17
6	42" HDPE	LF	385	\$105.00	\$40,425.00	\$82.00	\$31,570.00	\$96.00	\$36,960.00	\$80.00	\$30,800.00	\$100.00	\$38,500.00	\$86.00	\$33,110.00
7	48" HDPE	LF	519	\$120.00	\$62,280.00	\$110.00	\$57,090.00	\$108.00	\$56,052.00	\$107.00	\$55,533.00	\$130.00	\$67,470.00	\$108.33	\$56,225.00
8	60" RCP CLASS III (C-443 GASKET JOINTS)	LF	90	\$210.00	\$18,900.00	\$230.00	\$20,700.00	\$220.00	\$19,800.00	\$215.00	\$19,350.00	\$320.00	\$28,800.00	\$221.67	\$19,950.00

9	15" HDPE FLARED END SECTION W/ CONCRETE TOEWALL	EACH	1	\$1,900.00	\$1,900.00	\$1,200.00	\$1,200.00	\$650.00	\$650.00	\$800.00	\$800.00	\$690.00	\$690.00	\$883.33	\$883.33
10	18" HDPE FLARED END SECTION W/ CONCRETE TOEWALL	EACH	1	\$2,000.00	\$2,000.00	\$3,350.00	\$3,350.00	\$700.00	\$700.00	\$900.00	\$900.00	\$750.00	\$750.00	\$1,650.00	\$1,650.00
11	24" HDPE FLARED END SECTION W/ CONCRETE TOEWALL	EACH	1	\$2,250.00	\$2,250.00	\$2,375.00	\$2,375.00	\$750.00	\$750.00	\$1,200.00	\$1,200.00	\$810.00	\$810.00	\$1,441.67	\$1,441.67
12	48" HDPE FLARED END SECTION W/ CONCRETE TOEWALL	EACH	1	\$2,500.00	\$2,500.00	\$4,600.00	\$4,600.00	\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,266.67	\$3,266.67
13	60" RCP END SECTION W/ CONCRETE TOEWALL	EACH	2	\$4,000.00	\$8,000.00	\$7,550.00	\$15,100.00	\$3,700.00	\$7,400.00	\$4,500.00	\$9,000.00	\$4,400.00	\$8,800.00	\$5,250.00	\$10,500.00
14	MACHINE PLACED AND TRACKED RIP RAP	SY	51	\$100.00	\$5,100.00	\$50.00	\$2,550.00	\$70.00	\$3,570.00	\$90.00	\$4,590.00	\$90.00	\$4,590.00	\$70.00	\$3,570.00
15	6'x4' PRECAST CURB INLET	EACH	9	\$5,800.00	\$52,200.00	\$5,300.00	\$47,700.00	\$4,900.00	\$44,100.00	\$3,900.00	\$35,100.00	\$5,200.00	\$46,800.00	\$4,700.00	\$42,300.00
16	7'x4' PRECAST CURB INLET	EACH	2	\$6,000.00	\$12,000.00	\$6,700.00	\$13,400.00	\$6,700.00	\$13,400.00	\$4,500.00	\$9,000.00	\$6,500.00	\$13,000.00	\$5,966.67	\$11,933.33
17	7'x10 PRECAST CURB INLET	EACH	1	\$7,500.00	\$7,500.00	\$13,500.00	\$13,500.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$10,500.00	\$10,500.00
18	8'x4' PRECAST CURB INLET	EACH	4	\$6,500.00	\$26,000.00	\$6,800.00	\$27,200.00	\$6,000.00	\$24,000.00	\$7,500.00	\$30,000.00	\$6,300.00	\$25,200.00	\$6,766.67	\$27,066.67
19	5'x4' JUNCTION BOX	EACH	3	\$5,500.00	\$16,500.00	\$2,850.00	\$8,550.00	\$5,000.00	\$15,000.00	\$3,200.00	\$9,600.00	\$5,900.00	\$17,700.00	\$3,683.33	\$11,050.00
20	5.5'x4' JUNCTION BOX	EACH	1	\$5,750.00	\$5,750.00	\$6,460.00	\$6,460.00	\$6,500.00	\$6,500.00	\$3,400.00	\$3,400.00	\$7,000.00	\$7,000.00	\$5,453.33	\$5,453.33
21	6'x4' JUNCTION BOX	EACH	1	\$6,000.00	\$6,000.00	\$6,600.00	\$6,600.00	\$5,100.00	\$5,100.00	\$3,600.00	\$3,600.00	\$5,400.00	\$5,400.00	\$5,100.00	\$5,100.00
22	6.5'x4' JUNCTION BOX	EACH	1	\$6,250.00	\$6,250.00	\$6,330.00	\$6,330.00	\$5,800.00	\$5,800.00	\$3,800.00	\$3,800.00	\$5,500.00	\$5,500.00	\$5,310.00	\$5,310.00
23	8'X8' PRECAST JUNCTION BOX MODIFICATION (#2706)	EACH	1	\$4,000.00	\$4,000.00	\$21,000.00	\$21,000.00	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00
24	5'-0" ID PRECAST MANHOLE	EACH	1	\$4,750.00	\$4,750.00	\$3,770.00	\$3,770.00	\$3,000.00	\$3,000.00	\$3,100.00	\$3,100.00	\$4,600.00	\$4,600.00	\$3,290.00	\$3,290.00
25	6" SWALE UNDERDRAIN	LF	455	\$25.00	\$11,375.00	\$20.00	\$9,100.00	\$20.00	\$9,100.00	\$35.00	\$15,925.00	\$35.00	\$15,925.00	\$25.00	\$11,375.00
26	CONNECTION TO EXISTING AREA INLET	EACH	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,266.67	\$2,266.67

SANITARY SEWER				Engineer's Estimate McClure Engineering		RD Johnson Excavating		Cohorst Enterprises Inc.		Walters Excavating LLC		Gunter Construction Company		Bid Averages w/o High Bidder and Engineers Estimate	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	8" PVC PIPE SDR-26	LF	3,816	\$55.00	\$209,880.00	\$90.00	\$343,440.00	\$60.00	\$228,960.00	\$80.00	\$305,280.00	\$75.00	\$286,200.00	\$76.67	\$292,560.00
2	10" PVC PIPE SDR-26	LF	1,191	\$60.00	\$71,460.00	\$50.00	\$59,550.00	\$63.00	\$75,033.00	\$90.00	\$107,190.00	\$75.00	\$89,325.00	\$67.67	\$80,591.00
3	10" DIP - CL 50	LF	173	\$70.00	\$12,110.00	\$100.00	\$17,300.00	\$98.00	\$16,954.00	\$160.00	\$27,680.00	\$130.00	\$22,490.00	\$119.33	\$20,644.67
4	6" PVC PIPE SDR-26 SERVICE LINE	LF	1,554	\$50.00	\$77,700.00	\$40.00	\$62,160.00	\$55.00	\$85,470.00	\$78.00	\$121,212.00	\$120.00	\$186,480.00	\$57.67	\$89,614.00
5	8" PVC PIPE SDR-26 SERVICE LINE	LF	10	\$50.00	\$500.00	\$200.00	\$2,000.00	\$59.00	\$590.00	\$80.00	\$800.00	\$120.00	\$1,200.00	\$113.00	\$1,130.00
6	STD. 4'-0" I.D. MANHOLE (10 V.F.)	EACH	27	\$4,000.00	\$108,000.00	\$2,787.00	\$75,249.00	\$2,400.00	\$64,800.00	\$3,600.00	\$97,200.00	\$4,800.00	\$129,600.00	\$2,929.00	\$79,083.00
7	EXTRA DEPTH IN STD MANHOLE	VF	81	\$220.00	\$17,820.00	\$370.00	\$29,970.00	\$200.00	\$16,200.00	\$150.00	\$12,150.00	\$170.00	\$13,770.00	\$240.00	\$19,440.00
8	CONNECTION TO EXISTING MANHOLE	EACH	1	\$1,500.00	\$1,500.00	\$220.00	\$220.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,240.00	\$1,240.00
9	IMPERVIOUS DITCH CHECK	EACH	3	\$500.00	\$1,500.00	\$1,250.00	\$3,750.00	\$900.00	\$2,700.00	\$800.00	\$2,400.00	\$3,000.00	\$9,000.00	\$983.33	\$2,950.00

OFFSITE IMPROVEMENTS (W 191ST ST, LONE ELM)				Engineer's Estimate McClure Engineering		RD Johnson Excavating		Cohorst Enterprises Inc.		Walters Excavating LLC		Gunter Construction Company		Bid Averages w/o High Bidder and Engineers Estimate	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	DOUBLE CHIP AND SEAL (LONE ELM)	SY	8,788	\$12.00	\$105,456.00	\$7.00	\$61,516.00	\$8.50	\$74,698.00	\$7.50	\$65,910.00	\$9.00	\$79,092.00	\$7.67	\$67,374.67
2	LONE ELM ROAD SIDE SWALE GRADING	LF	1,714	\$5.00	\$8,570.00	\$5.50	\$9,427.00	\$20.00	\$34,280.00	\$15.00	\$25,710.00	\$6.00	\$10,284.00	\$13.50	\$23,139.00
3	FORCE ACCOUNT (SET)	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

***TOTAL** **\$2,872,934.00** **\$2,414,788.00** **\$2,603,498.00** **\$2,817,812.13** **\$2,932,478.64** **\$2,612,032.71**

McClure Engineering
GRADING AND EROSION CONTROL
 Line items 9 and 10 were rounding to the nearest 10th
 line item 9 - 26.2 ac Line item 10 - 2.5 ac
SANITARY SEWER
 Line item 7 was rounding to the nearest 10th
 line item 7 - 80.6 vf

RD Johnson Excavating
SANITARY SEWER
 Line item 6 was off by \$189.00

Agenda Item Review Sheet

To: Governing Body
From: Frank Jenkins, Jr., City Attorney
Date: March 21, 2020
Meeting: March 26, 2020

Formal Action: Ordinance authorizing and directing the City Engineer to adopt small cell aesthetic standards for the placement of new small cell antenna within public right of way.

Issue: Regulation of aesthetic standards for the deployment of small cell antenna in public right-of-way.

Background/Analysis: The City staff has received inquiries from telecommunication carriers (Providers) for authorization to place small cell antennas on poles within public right-of-way. Presently, the City does not have standards to regulate the deployment of small cell facilities within public right-of-way.

K.S.A.17-1902 authorizes cities to prohibit the use or occupation of its public right-of-way by as long as the prohibition is based upon a recommendation of the City Engineer, is related to public health, safety and welfare and is nondiscriminatory among the providers, including incumbent providers. The term “prohibit” is construed to include the regulation of the deployment of the small cell antenna.

The attached ordinance authorizes the City Engineer to adopt small cell aesthetic standards that regulate the deployment of small antenna within public right-of-way. Overland Park has adopted the attached standards that may serve as a guide for the City standards.

Funding Review or Budgetary Impact: No funding or budgetary impact.

Alternatives:

1. Motion to approve Ordinance No. _____ authorizing the City Engineer to adopt of small cell aesthetic standards for placement of new small cell antenna within public right-of-way.
2. Motion to table the matter and provide further direction to City Staff.

Recommendation: Approval of Ordinance No. _____

Attachment:

Ordinance
Overland Park Small Cell Aesthetic Standards

ORDINANCE NO. 2020-____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ADOPT SMALL CELL AESTHETIC STANDARDS FOR ANTENNA WITHIN PUBLIC RIGHT-OF-WAY OF SPRING HILL, KANSAS.

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

WHEREAS, the Governing Body of the City of Spring Hill, Kansas finds it advisable to adopt aesthetic standards for the placement of small cell antenna structures within public right-of-way; and

WHEREAS, the Governing Body of the City of Spring Hill, Kansas finds it advisable to adopt a review process for applications submitted in accordance with the aesthetic standards for placement of small cell antenna structures.

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

SECTION ONE. The City Engineer is hereby authorized and directed to adopt small cell aesthetic standards for placement of small cell antenna structures within public right-of way.

SECTION TWO. The aesthetic standards shall constitute the basis for consideration of applications submitted to the City for placement of small cell antenna structures within the public right-of-way.

SECTION THREE. In order to protect the aesthetics of the City while meeting the needs of its citizens and businesses, the installations of all small cell antenna structures shall be in accordance with K.S.A. 17-1902.

SECTION FOUR The City Engineer, or designee, is hereby further authorized and directed to adopt rules, regulations and procedures to implement the provisions and intent of this ordinance.

SECTION FIVE. This Ordinance shall be construed in a manner consistent with all applicable federal, state, and local laws.

SECTION SIX: This ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2020.

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

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

OVERLAND PARK

K A N S A S

ABOVE AND BEYOND. BY DESIGN.

Small Cell Aesthetic Standards

City of Overland Park, Kansas

Published March 26, 2019

*These Aesthetic Standards have been incorporated into the Manual of Infrastructure Standards and can be found under the heading of Small Cell Aesthetic Standards.

Small Cell Aesthetic Standards¹

The following Small Cell Aesthetic Standards (the "Aesthetic Standards") reflect the desire of the City of Overland Park ("City") to maintain the aesthetics within the city, while allowing for an increase in the availability and quality of wireless services.

These Aesthetic Standards apply to all small cell antenna applications for placement of new small cell antennas on city-owned and non-city-owned poles in the public right-of-way, whether collocated streetlight poles, monopoles or utility poles. Applications that do not conform to these Aesthetic Standards will be denied by the City.

For small cell antenna structures installed on any pole within the public right-of-way, the intent of these Aesthetic Standards is:

1. To establish a clear, defined aesthetic standard for use throughout the City.
2. To minimize unnecessary quantities of new poles by encouraging collocation of small cell facilities.
3. To require, in situations where new poles will be placed, that equipment be placed on new, pre-designed and approved poles such that as much equipment as reasonably possible, including any wiring, can be concealed inside the pole.
4. To require, in situations where attachments will be made to existing poles, that equipment, cabling, and conduit be concealed internally or through the use of approved shrouding or camouflaging equipment.
5. To require that all electrical or control cabinets be located in a manner as to not detract from the aesthetic appeal of adjacent houses, buildings, etc. or to be located as to cause an obstruction to visibility, and be landscaped to provide necessary screening in accordance with the Unified Development Ordinance.

Section 1. Application Requirements

The City may develop new or additional permit application forms, checklists, updated or amended Aesthetic Standards, and other related materials as required to optimally meet the goals of the City, its citizens, and its leadership.

- 1.1 **Site Plans and Structural Calculations:** The applicant must submit fully-dimensioned site plans, elevation drawings and structural calculations prepared, sealed, stamped and signed by a Professional Engineer licensed and registered by the State of Kansas. Drawings must depict improvements and the proposed facility, with all proposed

¹ Intended to include DAS antennas and other similar wireless communications facilities.

transmission equipment, power source, electrical service pedestal and other associated access or utility easements and setbacks.

All equipment depicted on the plans shall include:

1. Manufacturer's name and model number
2. Physical dimensions including, without limitation, height, width, depth, volume and weight with mounts and other necessary hardware, and effective projected area (EPA)
3. Technical rendering of all external components, including enclosures and all attachment hardware, including a depiction of how much external wiring will exist.

Section 2. General Design and Construction Standards

The City desires to promote safe, cleanly organized and aesthetically acceptable facilities using the smallest and least obtrusive means available to provide wireless services to the community. All wireless facilities in the public right-of-way must comply with all applicable provisions in these Aesthetic Standards. If any other law, regulation or code requires any more restrictive structural design and/or construction requirements, the most restrictive requirement will control.

Document Superscript Key: The following superscript key shall be used to indicate which various type(s) of small cell installations are governed by the specific design and construction standard listed below:

C - applies to equipment collocated on City streetlight poles

M - applies to monopoles

U - applies to wood or steel utility poles

2.1. RF Cutoff Switch^{C,M,U}

All facilities shall be designed, constructed, operated and maintained in compliance with all generally applicable health and safety standards, regulations, and laws, including without limitation all applicable federal regulations for human exposure to RF emissions. The small cell provider shall provide an RF cutoff switch a maximum of 10' from the finished ground surface at the pole location that is easily reached by maintenance personnel. An RF warning sign shall also be placed on the pole below the cutoff switch.

2.2. Small Cell Antenna^{C,M,U}

The small cell antenna shall either be mounted internal to the pole, or top-mounted and concealed within a radome that also conceals the cable connections, antenna mount and other hardware. Any radome, shield or shroud shall meet the following requirements for concealing exposed cable and finish.

2.2.1. Antenna Shroud Requirements:

A screening shroud shall be provided on the underside of the small cell antenna, mounted external to the pole, to conceal cable connections from public view. The shroud shall be firmly attached and sealed to prevent birds from entering and nesting.

2.2.2. Finish Requirements:

The equipment shroud must be non-reflective and painted or color impregnated to match the color of the existing pole as close as possible.

2.3. **Electrical Meter and Cabinet Requirements** ^{C,M}

The electrical meter shall not be installed on the pole. Any necessary meter or other accessory cabinet shall be installed on the outside edges of the street, behind the sidewalk, bicycle or multi-use trail, and said cabinet shall meet all location and landscaping requirements of the City's Unified Development Ordinance. (Requires screening for cabinets with an actual or projected footprint greater than 2 square feet.) The provider shall be required to maintain any required vegetative landscaping to ensure a neat appearance and to mitigate sight distance obstructions. When the installation occurs in an area where the adjacent poles are painted, the City may require that the electrical meter cabinet be painted to match the color of the poles.

2.4. **Strand Mounted Small Cell Facilities** ^U

Aerial fiber and power strand installations are allowed. However, coiling of excess fiber or other cables is not allowed. All lines shall be neatly trained and secured.

2.4.1. Size Requirements:

Any strand mounted cell facility shall not be larger in dimension than 24" in length, 15" in width, and 12" in height, and any exterior antenna is no longer than 11", that are strung on cables between existing utility poles, in compliance with the National Electrical Safety Code and shall be subject to the structural limitations of the utility company

2.4.2. Finish Requirements:

The equipment shroud must be non-reflective and painted or color impregnated to match the color of the existing pole, or surrounding infrastructure as close as possible.

2.5. **Pole Requirements When Located Within the Clear Zone or Center Median** ^{C,M}

Poles located within the clear zone or center median of any street shall meet the following requirements for design, material, shape, height, diameter and finish. Any collocated poles shall also meet the City standard streetlight details in regard to handhole size and location, standard bolt patterns for luminaire arm attachments,

cable hooks, grounding lugs, cabling access, etc. as required to accommodate and maintain the City infrastructure.

2.5.1. Breakaway Requirements:

The following breakaway requirements shall be maintained.

2.5.1.1. Pole Requirements:

All poles within the center median of any public street or those poles located on the outside of curb lines within the established clear zone requirements, in accordance with the latest edition of the City of Overland Park Manual of Infrastructure Standards, shall be breakaway according to National Cooperative Highway Research Program (NCHRP) 350 or Manual for Assessing Safety Hardware (MASH), latest edition, using approved breakaway couplings or frangible bases. The weight of a small cell pole, including all attached equipment, shall not exceed the total weight as recommended by either the pole manufacturer or manufacturer of the breakaway device. The breakaway pole device shall not exceed 12" in height.

2.5.1.2. Cable Requirements:

When poles are required to meet breakaway requirements, all cabling within the pole shall also be required to meet breakaway requirements with appropriate "pull apart" electrical connectors so the cables do not "snag" upon impact by an errant vehicle.

2.5.2. Pole Foundation Requirements

The foundation shall remain essentially flush with the ground so that the breakaway device leaves no more than a 4" stub height above the ground, consistent with AASHTO requirements. The foundation shall be either a cast-in-place reinforced concrete foundation or screw-in foundation meeting the structural requirements of the loaded pole. All foundations shall be accompanied with a detail or shop drawing that is sealed by a Professional Engineer approving of the design.

2.5.3. Pole Design Requirements:

The pole shall be designed in accordance with the 2013 American Association of State Highway Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, or latest version adopted by the City.

2.5.4. Pole Material:

The poles shall be manufactured from 6063 extruded aluminum with a T6 temper.

2.5.5. Pole Shape:

The cross section of the pole shall be round and shall be fabricated in a continuous true taper from 2' from the base to the top of the shaft.

2.5.6. Pole Height:

The pole height shall be consistent with the adjacent poles. The maximum height from the finished ground surface to the top of the antenna shall not exceed the values indicated in the table below:

Maximum Pole Height Requirements Based on Existing Adjacent Poles	
Existing Pole Shaft Length	Proposed Pole Height to Top of Antenna
14'-0"	20'-0"
27'-6"	40'-0"
37'-6"	50'-0"

2.5.7. Pole Diameter:

The pole diameter measured at the base of the pole shall not exceed the values indicated in the table below:

Maximum Pole Diameter Requirements Based on Proposed Pole Height to Top of Antenna	
Proposed Pole Height to Top of Antenna	Maximum Outside Diameter at Pole Base
20'-0"	6"
40'-0"	8"
50'-0"	10"

2.5.8. Pole Finish:

Aluminum poles shall have a satin ground finish unless otherwise specified. If adjacent poles are painted, the proposed pole shall be finished meeting the same color chip as the adjacent poles. Aluminum poles that are painted to

match adjacent poles shall be painted with a polyester powder coat. (Refer to Section 3.3)

2.6. Pole Requirements When Located Outside the Clear Zone or Center Median^M

It is presumed that this section will only pertain to monopoles. The poles shall meet the following requirements for design, material, shape, height, diameter and finish.

2.6.1. Pole Design Requirements:

The pole shall be designed in accordance with the 2013 American Association of State Highway Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, or latest version adopted by the City.

2.6.2. Breakaway Requirements:

Poles that are located on the outside curb lines beyond the clear zone boundary as established in the latest edition of the City of Overland Park Manual of Infrastructure Standards, are not required to be breakaway.

2.6.3. Pole Material:

The poles shall be manufactured from 6063 extruded aluminum with a T6 temper.

2.6.4. Pole Shape:

The cross section of the pole shall be round and may be fabricated in a continuous true taper from at least 2' from the base to the top of the shaft or straight without a taper.

2.6.5. Pole Height:

The pole height shall be consistent with the adjacent poles. The maximum height from the finished ground surface to the top of the antenna shall not exceed the values indicated in the table below:

Maximum Pole Height Requirements Based on Existing Adjacent Poles	
Existing Pole Shaft Length	Proposed Pole Height to Top of Antenna
14'-0"	20'-0"
27'-6"	40'-0"
37'-6"	50'-0"

2.6.6. Pole Diameter:

The pole diameter measured at the base of the pole shall not exceed the values indicated in the table below:

Maximum Pole Diameter Requirements Based on Proposed Pole Height to Top of Antenna	
Proposed Pole Height to Top of Antenna	Maximum Outside Diameter at Pole Base
20'-0"	8"
40'-0"	10"
50'-0"	12"

2.6.7. Pole Finish:

Aluminum poles shall have a satin ground finish unless otherwise specified. If adjacent poles are painted, the proposed pole shall be finished meeting the same color chip as the adjacent poles. Aluminum poles that are painted to match adjacent poles shall be painted with a polyester powder coat.

2.7. **Utility Pole Requirements**^u

At the approval of the local utility company, small cell equipment may be installed on wood or steel utility poles as long as they meet the clearance requirements to power lines or other requirements or regulations of the local utility.

2.7.1. Antenna and Utility Pole Height:

The maximum height from the finished ground surface to the top of the antenna mounted on a utility pole may be 10' greater than the height of the existing pole, but shall not exceed 50' in any circumstance. (This is intended to be a one-time height increase allowance. If multiple height increases are made, they should not cumulatively exceed 10' higher than the original pole height.)

2.8. **Luminaire Arm Requirements**^c

The luminaire arm(s) shall meet the following requirements for design, material, shape, length, location and finish according to the City's standard streetlighting details.

2.8.1. Design Requirements:

The luminaire arm(s) shall be designed in accordance with the 2013 American Association of State Highway Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, or latest version adopted by the City.

2.8.2. Luminaire Arm Material:

The luminaire arm(s) for 30' and 40' luminaire mounting heights shall be tubing/piping manufactured from 6063 aluminum tubing with a T6 temper. The luminaire arm material shall be the same as the pole material. The luminaire arm for 14' luminaire mounting heights shall be an aluminum casting as detailed by the City, that is compatible with the residential fixture mounting.

2.8.3. Luminaire Arm Shape:

The luminaire arm(s) for 30' and 40' luminaire mounting heights shall match the style and shape as the luminaire arm(s) on the existing pole that is being replaced. The style shall either be a single member arm type or truss type arm. The luminaire arm for a 14' luminaire mounting height shall be rectangular in shape with decorative enhancements as depicted in the special details.

2.8.3.1. Single Member Arm:

The single member arm shall be tapered tubing. After tapering, the member shall be flattened to produce an elliptical cross-section with the major diameter in the vertical plane, perpendicular to the wind. The outboard end of the arm shall remain round with a 2" slipfitter for mounting the luminaire.

2.8.3.2. Truss Type Arm:

The truss type member arm assembly shall be a one piece welded assembly consisting of an upper arm and lower arm (brace) securely joined by a vertical strut and a connector or weld at the outboard end of the arm assembly. The upper arm shall be tapered. After tapering, the upper arm shall then be flattened to produce an elliptical cross-section with the major diameter in the horizontal plane, parallel to the wind. The outboard end of the upper arm shall remain round with a 2" slipfitter for mounting the luminaire. The outboard end of the lower arm (brace) shall be covered by an end cap.

2.8.3.3. Residential Pole Arm:

The luminaire arm for 14' residential poles shall be a special fabricated mounting bracket to mount the luminaire on the side of the pole instead of at the top of the pole. The design of the arm shall be based on drawing number 19-119-PR101 with bracket arm number SAL-WSB-PB which is on record at the City.

2.8.4. Luminaire Arm Length:

The length of the luminaire arm(s) for 30' and 40' luminaire mounting heights shall be the same as those on the existing pole that is being replaced. The

luminaire arm length for 14' luminaire mounting heights shall be approximately 17" from the side of pole to the center of the luminaire.

2.8.5. Luminaire Arm Location:

The luminaire arm mounting location for 30' and 40' luminaire mounting heights shall match the location of the existing poles, such that the mounting height of the proposed luminaire housing matches the mounting height of the adjacent poles and luminaires.

The luminaire arm for 14' luminaire mounting heights shall require special rivnut mounting hardware to accommodate the decorative arm.

2.8.6. Luminaire Arm Finish:

The arm(s) for 30' and 40' luminaire mounting heights shall be finished the same color of the poles. See section 2.5.6. The arm for the 14' luminaire mounting height shall be painted black to match the luminaire housing.

2.9. **Luminaire Requirements^c**

The luminaire(s) shall meet the following requirements for style and finish:

2.9.1. Luminaire Style:

The luminaire(s) for 30' and 40' mounting heights shall be LED cobrahead style and be from the City Approved Materials List which can be found from the link below.

http://ppm.opkansas.org/wiki/index.php/Preapproved_Materials_Street_Lighting#LED_Cobrahead_Luminaire.

The class of luminaire to be used shall be approved by the City. Existing LED cobrahead luminaire(s) shall be replaced with the same class of LED luminaire(s) that already exists on the pole that is being removed. Existing HPS cobrahead luminaire(s) shall be replaced with LED cobrahead luminaire(s) according to the table below:

Luminaire Requirements Based on Existing HPS Luminaire	
Existing HPS Cobrahead Luminaire Wattage	Required LED Cobrahead Class Luminaire
400 Watt	Class A
310 Watt	Class B
250 Watt	Class C
150 Watt	Class D

100 Watt	Class E
----------	---------

The luminaire for the residential poles shall be the standard post top fixture as indicated in the Approved Materials list. It shall be equipped with an LED lamp. All existing luminaires shall be returned to the City of Overland Park Traffic Maintenance Division.

2.9.2. Luminaire Finish:

The luminaire(s) shall have a factory applied finish that matches the same color chip as the luminaires on adjacent poles.

2.10. **Cabling Requirements** ^{C,M}

All cabling shall primarily be internal to the pole. Any exposed cabling, external to the pole, shall be minimized. No cable shall be visible at the top of the pole near the antenna. External cables powering the pole mounted radios, cutoff switches or other devices shall be limited to a total length of 24", including drip loops, slack, etc. Any cable access point on the pole shall be sealed with a manufactured product to keep birds from entering and nesting. Duct seal or putty is not an approved product.

Section 3. General Location Criteria

Any new pole and/or equipment and other improvements associated with a new pole or an existing pole must meet the following criteria:

3.1 **Pole Location:**

3.1.1 Collocation:

The City desires and encourages collocations between limited numbers of multiple, separate wireless service providers on the same support structure whenever feasible.

3.1.2 General:

These general principles shall apply:

3.1.2.1 Monopoles Located in a Raised Street Median:

Monopoles, located in a raised street median, shall be placed equidistant between two existing streetlight poles and roughly centered in the median. (See Section 2.5.1 for applicable breakaway requirements.)

3.1.2.2 Monopoles Located on the Outside of Curb Line:

Monopoles, located on the outside of the curb line, shall be placed, to the extent possible, approximately equidistant between two existing streetlight poles with preference to being located on the property line between lots and no closer than 3' from the back of

curb to the center of the pole. (See Section 2.5.1 for applicable breakaway requirements.)

3.2 Not on Traffic Signal Poles:

Small cell equipment shall not be allowed on existing or proposed traffic signal poles or existing or proposed streetlight poles that have existing or proposed traffic signal equipment mounted to them.

3.3 Not on Decorative Poles:

Small cell equipment shall not be allowed to collocate on decorative streetlight poles or poles that have decorative luminaires. The term "decorative" shall be applied to anything that does not conform to the City of Overland Park Streetlighting Standard Details.

3.4 Not to Cause Obstructions:

Any new pole and/or equipment and other improvements associated with a new pole, electrical meter cabinet or an existing pole must not obstruct:

1. Any intersection sight distances as required by the American Association of State and Highway Transportation Officials (AASHTO), latest edition adopted by the City.
2. Any above-ground or underground infrastructure for traffic control, streetlight or public transportation, including without limitation any curb control sign, vehicular traffic sign or signal, pedestrian traffic sign or signal, barricade or traffic control equipment.
3. Access to any public transportation vehicles, shelters, street furniture or other improvements at any public transportation stop (including, without limitation, bus stops, bike share stations, etc).
4. Any access to sidewalks, pedestrian facilities, etc. as outlined in the United States Access Board Public Rights of Way Access Guidelines (PROWAG).
5. Access to above-ground or underground infrastructure owned or operated by any public or private utility agency, including fire hydrants, etc.
6. Access to any doors, gates, sidewalk doors, passage doors, stoops or other ingress and egress points to any building appurtenant to the right-of-way, or access to any fire escape.

Section 4. City Pre-Approved Pole Designs.

The City Engineer may require providers to design their pole(s) utilizing pole designs pre-approved by the City Engineer.

Section 5. Amendment.

The requirements set forth in these Aesthetic Standards may be amended from time to time by the City Engineer at the City Engineer's discretion. Any amendment of these Aesthetic Standards shall be published once in the official City newspaper and shall become effective upon publication.

Section 6. Exceptions.

The City Engineer, in the City Engineer's sole discretion, may grant exceptions to these Aesthetic Standards if the City Engineer's finds the following conditions exist:

1. The Aesthetic Standards as applied to a specific set of circumstances are: (a) technically infeasible and (b) unreasonable when balanced against the interest of avoiding or remedying the intangible public harm of unsightly or out-of-character facility deployments; and
2. The applicant's proposed design and aesthetic appearance for the proposed facilities meets the spirit of these Aesthetic Standards.

Section 7. Design and Construction Standards Manual

The Aesthetic Standards set forth herein regarding streetlight poles are meant to be read in conjunction with the City's Design and Construction Standards Manual criteria for streetlight poles and any applicable provisions in the Unified Development Ordinance. These Aesthetic Standards will be amended as necessary so as to not conflict with the current version of the City's Design and Construction Standards Manual requirements regarding streetlight poles.

Section 8. Severability.

The provisions of any part of these Aesthetic Standards are severable. If any provision or subsection, or the application of any provision or subsection to any person, entity or circumstance is held invalid, the remaining provisions, subsections and applications of such Aesthetic Standards to other persons, entities or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in these Aesthetic Standards when originally adopted.

Section 6. Exceptions.

The City Engineer, in the City Engineer's sole discretion, may grant exceptions to these Aesthetic Standards if the City Engineer's finds the following conditions exist:

1. The Aesthetic Standards as applied to a specific set of circumstances are: (a) technically infeasible and (b) unreasonable when balanced against the interest of avoiding or remedying the intangible public harm of unsightly or out-of-character facility deployments; and
2. The applicant's proposed design and aesthetic appearance for the proposed facilities meets the spirit of these Aesthetic Standards.

Section 7. Design and Construction Standards Manual

The Aesthetic Standards set forth herein regarding streetlight poles are meant to be read in conjunction with the City's Design and Construction Standards Manual criteria for streetlight poles and any applicable provisions in the Unified Development Ordinance. These Aesthetic Standards will be amended as necessary so as to not conflict with the current version of the City's Design and Construction Standards Manual requirements regarding streetlight poles.

Section 8. Severability.

The provisions of any part of these Aesthetic Standards are severable. If any provision or subsection, or the application of any provision or subsection to any person, entity or circumstance is held invalid, the remaining provisions, subsections and applications of such Aesthetic Standards to other persons, entities or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in these Aesthetic Standards when originally adopted.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: MARCH 26, 2020
DATE: MARCH 20, 2020

Formal Agenda: Consideration of Acceptance of Quote – Livestreaming Equipment and Installation.

Issue: Reconsideration of quotes for the purchase and installation of equipment for livestreaming meetings of the Governing Body and video arraignment for Municipal Court. This item was tabled at the February 27, 2020 meeting and with a follow-up report presented at the March 12, 2020 meeting.

Background: As directed, staff has been working with vendors to obtain quotes for the purchase and installation of equipment necessary for a quality livestreaming of meetings of the Governing Body. Working with the company that installed the IT infrastructure in the Civic Center, a list of equipment was developed and distributed for quotes. The commercial grade equipment specified will serve dual purpose of livestreaming the meetings of the Governing Body and for video arraignment for Municipal Court. The system is designed for one ceiling mounted camera. The system would be tied into the audio system for clear audio reception for viewers and would also be capable of displaying presentation items being viewed in the room. Bids were received as follows:

Cytek Media Systems	\$21,188.00
Mission Electronics	\$25,532.54
Swagit Productions	\$11,920.00 + \$9,840.00/Yr.

Analysis: Analysis of the bids is as follows:

- Cytek Media Systems – Contracted for installation of audio/video infrastructure in the Civic Center, Cytek is very familiar with our existing system and well versed in compatible equipment required for a quality livestreaming production and video arraignment. Cytek and staff visited the City of Gardner as a reference in developing the proposed system.
- Mission Electronics – Considerable experience in communications and technology of many types.
- Swagit Productions – Utilized by the City of Overland Park, this company provides the equipment for livestreaming only and manages the livestreaming from their office location in Dallas, Texas. This bid does not contain equipment or services capable of video arraignment. As noted above services from Swagit require annual fees in addition to the equipment installation and purchase.

Following the previous meeting and follow-up report to the Council, staff has received the following revised bids and/or information:

AGENDA ITEM REVIEW SHEET

Cytek Media Systems	\$19,973.00
<i>Note: Revised from previous bid of \$21,188.00</i>	
Mission Electronics	\$25,532.54
<i>Note: Mission Electronics may provide revised bid on 3/23/20. If received staff will report accordingly</i>	
Swagit Productions	\$11,920.00 + \$9,840.00/Yr.
<i>Note: Staff conducted phone conversations with Swagit representatives. Additional options were discussed but did not result in reduced cost. As noted, this service does not provide for video arraignment.</i>	

At the March 13, 202 meeting of the Council, a contract was approved with Commenco for the installation of equipment on two towers to facilitate video arraignment with Johnson County. The budget for this work was \$10,000 with the contract approved at \$6,454.00. This allows for the difference, or \$3,546 to be utilized for the proposed livestreaming equipment and installation.

Alternatives: Approval, denial, table pending further review

Legal Review: N/A

Funding Review or Budgetary Impact: This proposed project is unbudgeted and if approved, would require analysis of potential reduction of expenditures approved for 2020. Should the low bid from Commenco of \$19,973 be approved, the total unbudgeted expenditure for this item would be \$16,409 when considering the \$3,546 noted above. Due to the uncertain times related to COVID-19 and the potential substantial decrease in sales tax revenue, this purchase may not be warranted at the present time. However, this item was listed on the council goals and does work toward providing transparency and, depending on circumstances and installation time, could provide additional abilities for the public to participate in meetings during the COVID-19 response period.

Recommendation: Due to the complexity of the COVID-19 situation, unbudgeted status of the proposal, and fulfillment of a Council goal, staff is requesting direction from the Governing Body on this project.

Attachments: Project quotes (3)

Cytek Media Systems - revised

Mission Electronics – original (see Analysis information above)

Swagit Productions - original (see Analysis information above)

Quotation



126 NW Jackson St.
Topeka, KS 66603-3310
Main Office: 785-295-4200
Toll Free 800-255-0064
Fax 785-295-4290
eMail: rob.smith@cytekmedia.com

Quote #: 221-16820-6

Project: Council Chambers AV Upgrades v6
(Streaming & Video Arraignment Codec)

Quote Date: 3/9/2020 **Quote Valid:** 120 Days

Terms: Net/30

Freight: 067 Paid By Cytek
State of Kansas 42599

Prepared for: Antwone Smoot
Spring Hill City Hall
401 N. Madison St.
Spring Hill KS 66083

Item	Manufacturer	Model	Qty	Unit Price	Price
Video Arraignment Codec					
1	 Polycom	7200-65350-001	1	\$2,719.00	\$2,719.00
RealPresence Group 310 - 720p: Group Codec Only					
Video Arraignment codec required for direct connection to far site. Poly Maintenance Contract Required. Can be controlled via the Touch Panel.					
2	 Polycom	7200-68524-125	1	\$62.00	\$62.00
EagleEye IV Digital Breakout Adapter Codec Side					
This adapter allows us to breakout the video and control for the camera. Required.					
3	 Polycom	2457-64356-018	1	\$69.00	\$69.00
EagleEye HD Camera Cable Mini HDCI to HDCI 18"					
This adapter is required for Poly camera control and video protocols.					
4	 Polycom	4870-65350-160	1	\$346.00	\$346.00
Total Coverage, 1yr, RPGrp 310-720p CODEC ONLY					
This is required coverage. Total Coverage, 1yr, RPGrp 310-720p CODEC ONLY					
5	 Crestron	HD-TX-101-C-E	1	\$220.00	\$220.00
HDMI over CATx Transmitter, Surface Mount					
This transports the PTZ camera video over a long distance to the receiver that's installed in the rack room. This will be located near the camera. Powered over CAT from its receiver in the rack room.					
6	 Crestron	HD-RX-101-C-E	1	\$220.00	\$220.00
HDMI over CATx Receiver, Surface Mount					
This is the receiver that accepts HDBaseT video from the Camera HDMI transmitter. Located in the rack room.					
7	 Crestron	DMC-4KZ-HD	1	\$519.00	\$519.00
HDMI 4K60 4:4:4 HDR Input Card for DM Switchers					
This input card is required to feed the Codec into the main switcher which will allow the Video Arraignment HD video to be displayed on the Council Chamber's TVs and DAIS Monitors.					



Prepared by:
Rob Smith
Cytek Media Systems
126 NW Jackson St.
Topeka, KS 66603-3310

Phone: (800) 255-0064
Direct: (785) 295-4237
Fax: 785-295-4290
E-mail: rob.smith@cytekmedia.com

Bid Quote - Rev 6
March 9, 2020
Page 1 of 4

Item	Manufacturer	Model	Qty	Unit Price	Price
Streaming					
8	 QSC	PTZ 12x72 PTZ-IP 12x72 Conference Camera	1	\$3,194.00	\$3,194.00
This HD Camera can be used for both Streaming and Video Arraignment conferencing. Ceiling mounted. Camera will have presets and can be controlled via the Touch Panel.					
9	 QSC	PTZ-CMB1 Ceiling Mount Bracket for PTZ Camera	1	\$94.00	\$94.00
Q-SYS camera mount for ceiling.					
10	 Magewell	32060 USB Capture HDMI Gen 2	1	\$399.00	\$399.00
This unit feeds the Room Content sources (PC slides, Pano, Doc Cam, lectern HDMI) into the Streaming OBS computer.					
Lectern PC to Clerk Table					
11	 Crestron	DM-NVX-350 DigitalMedia 4K60 4:4:4 HDR Network AV Encoder/Decoder	2	\$1,186.00	\$2,372.00
This transports the Clerk table Main PC video to all of the room displays, into the Stream, and into Video Arraignment codec.					
12	 Cisco	SG350-10MP-K9-NA 350 Series Managed Switch 10 Port-PoE	1	\$492.00	\$492.00
This PoE switch supplies a dedicated network for the transport of the Main PC IP the room displays, including main TVs, DAIS monitors, and the integrated lectern monitor. This separate switch is required to keep the IP video separately segregated from other network traffic.					
Audio					
13	 Shure	MX418/C MX418/C Microflex Standard Gooseneck Microphone with Cardioid Cartridge	1	\$220.00	\$220.00
This gooseneck enhances audio quality for both video conferencing and also room voice reinforcement. Will be permanently mounted on the Lectern to replace the existing surface microphone.					
14	 Attero Tech	unD4I-L Dante™/AES67 Networked Audio Interface - 4 Mic/Line Inputs with Logic I/O	1	\$687.00	\$687.00
This required interface allows the integration of the gooseneck microphone into the existing audio system.					
Custom AV Connection Plate					
15	Covid	Custom Custom A/V Plate for Center Floor Box Lectern	1	\$65.00	\$65.00
Custom plate for center Lectern floor box A/V connections per job specification. 1-gang plate with (3) RJ45 ports to replace existing A/V plate.					
16	Covid	Custom Custom A/V Plate for DAIS Lectern	2	\$65.00	\$130.00
Custom plate for DAIS east & west A/V connections per job specification. 1-gang plate with (3) RJ45 ports to replace existing A/V plate.					



CITY OF SPRING HILL
 Council Chambers AV Upgrades v6 Quote #221-16820-6

Item	Manufacturer	Model	Qty	Unit Price	Price
17	Panduit	Custom	1	\$0.00	\$0.00
Custom A/V Plate for Clerk Floor Box					
Cytek to use (2) of the existing RJ45 ports on current 1-gang Panduit face plate that has (6) RJ45 ports. One port for IP video/control and the other for Audio. Owner will use (1) port for PC network.					

Cables and Connectors

18	 Cytek	CABLES	1	\$845.00	\$845.00
Cables Connectors, Misc.					
Cytek Professional Grade Cables, Connectors, Peripheral Hardware, etc.					

System Integration

19	 Cytek	PGMA	1	\$800.00	\$800.00
Custom Audio Programming & Design					
New Audio Programming required for new microphone, POTS dialing and audio feeds into Streaming PC, Codec, and room speakers.					
20	 Cytek	INT	1	\$4,555.00	\$4,555.00
Installation, Testing, and Commissioning					
Professional Installation and Testing Travel included					
21	 Cytek	PGMC	1	\$1,965.00	\$1,965.00
Custom Control Programming & Design					
New Control Programming and custom GUI changes, including modification to convert current VoIP dialer to POTS dialer.					



Prepared by:
 Rob Smith
 Cytek Media Systems
 126 NW Jackson St.
 Topeka, KS 66603-3310

Phone: (800) 255-0064
 Direct: (785) 295-4237
 Fax: 785-295-4290
 E-mail: rob.smith@cytekmedia.com

Bid Quote - Rev 6
 March 9, 2020
 Page 3 of 4

CITY OF SPRING HILL
 Council Chambers AV Upgrades v6 Quote #221-16820-6

Item	Manufacturer	Model	Qty	Unit Price	Price
					Total: \$19,973.00 *

1. Adding Streaming capabilities with the addition of a PTZ camera and software.
2. Adding a Codec for Video Arraignment video conferencing capabilities.
3. Moving the lectern main PC to the Clerk table to allow convenient control of the main presentation PC and control of the new Streaming.
4. Changing the Phone Audio system from a VoIP configuration to a POTS configuration.

STREAMING:

New PTZ camera ceiling mounted in the chambers to capture video. Specified camera is 1080p with 12x zoom. New lectern gooseneck microphone for better presenter capture for the Stream and also improved voice reinforcement in the room. Owner will provide and install a new PC in the main rack to handle web streaming. Any microphone used in the room can be captured into the stream. Owner will install OBS Studio software on this PC to handle Video layout and streaming start/stop. Any source selected for display onto the room TVs can be displayed into the stream. The existing lectern PC will be moved to the Clerk table and Owner will install OBS Remote application on this PC to Start/Stop the recordings. Owner plans to use YouTube streaming & recording services. Cytek will feed camera, content, and room audio to this clerk PC. This streaming PC has no need to be fed into the room displays.

VIDEO ARRAIGNMENT:

New codec installed in the rack room to handle video arraignment video conferencing via direct connection from far site. Can use the same camera for both Streaming and Video Arraignment conferencing. Cytek will feed camera, content and room audio to this codec. New switcher input card is required to feed this Codec into the room displays. Owner is responsible for network connection and configuration.

LECTERN PC MOVED TO CLERK TABLE:

This will allow the Clerk to control the main PC content and also allow control of the Stream via installation of the OBS Remote application. Will accommodate dual monitors on the clerk table. PC will still serve as the main presentation PC and can still be displayed onto all TVs and room displays.

PHONE DIALER:

Changing Touch Panel Phone Dialer from VoIP configuration to a POTS configuration. New programming required.

CONTROL:

Programming and Touch Panel GUI changes to accommodate room updates. This includes adding Room Mode switching between Presentation Mode and Video Arraignment Mode and Camera presets and controls.

LABOR includes complete turnkey installation of specified equipment including all necessary cables. Complete testing included.

*OBS Software will be installed and implemented by Owner. Network settings and configurations will be installed and implemented by Owner.



Prepared by:
 Rob Smith
 Cytek Media Systems
 126 NW Jackson St.
 Topeka, KS 66603-3310

Phone: (800) 255-0064
 Direct: (785) 295-4237
 Fax: 785-295-4290
 E-mail: rob.smith@cytekmedia.com

Bid Quote - Rev 6
 March 9, 2020
 Page 4 of 4



Streaming of Council Chambers Sessions

2/20/2020

This Agreement is between

City of Spring Hill

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will install a new ceiling mounted PTZ/USB camera, HDMI to USB capture device and all associated cabling to allow the City of Spring Hill to stream live content to YouTube. The new camera will be controllable via the existing control system. An owner provided PC with OBS Studio software will be installed in the main rack room. The PC requires a network connection (to be provided by owner). MEI will add Clerck PC Control to the East and West Dais plates. MEI will change the Touch Panel Dialer from VoIP to POTS. A new gooseneck style microphone will be added to the system as well. A Codec will be rackmounted for Video Arraignements.

** The labor estimated within this quote is based upon The City of Spring Hill, providing ALL control system code. If ALL control system code is not provided and/or the latest version is not provided, MEI reserves the right to revise the labor quoted.**

- * Budget does not include any applicable sales tax.
- * Proposed budget is subject to change following a site survey to verify all structural requirements.
- * All Shipping and Handling will be prepaid by MEI and added to your final bill.

Pricing Summary

Equipment:	\$15,515.21
Labor:	\$9,640.00
Misc. Items:	\$377.33

Grand Total:	\$25,532.54
---------------------	--------------------

Payment Terms

Payment Schedule	Amount	Due Date
Initial Deposit	\$12,766.27	
Progress Payment	\$5,106.51	
Progress Payment	\$5,106.51	
Final	\$2,553.25	

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

City of Spring Hill

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date

Item Details

		Unit Price	Price
1	AtteroTech unD4I-L,	\$885.00	\$885.00
1	Cisco SG350-10MP, 350 Series managed switch	\$705.00	\$705.00
1	Crestron DMC-4KZ-HD, HDMI® 4K60 4:4:4 HDR Input Card for DM® Switchers	\$666.67	\$666.67
3	Crestron DM-NVX-350, DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder	\$1,500.00	\$4,500.00
1	Crestron HD-RX-101-C-E, DM Lite – HDMI® over CATx Receiver, Surface Mount.	\$275.00	\$275.00
1	Crestron HD-TXC-101-C-E, DM Lite HDMI over CATx transmitter with IR and RS-232, surface mount	\$333.33	\$333.33
2	Crestron PW-2412WU, [NB] - Wall Mount power pack, 24VDC, 1.25A, 2.1mm, universal	\$0.00	\$0.00
2	Crestron PW-2420RU, [NB] - Desktop power pack, 24VDC, 2A (50 Watts), 2.1mm, universal	\$208.33	\$0.00
1	Epiphan Video AV.io HD,	\$373.75	\$373.75
2	Generic Power Cord - IEC C7, [NB] - IEC C7 power cord	\$0.00	\$0.00
2	Liberty AV Solutions Custom Plate,	\$200.00	\$400.00
3	MEI Cat 6 F/UTP - 100' Wire Pull,	\$108.00	\$324.00
1	MEI Cat 6 UTP - 100' Wire Pull,	\$52.00	\$52.00
1	MEI HDMI Male - Male 3',	\$14.00	\$14.00
1	Polycom 4870-65350-150,	\$327.35	\$327.35
1	Polycom 7200-68524-125,	\$60.00	\$60.00
1	Polycom EagleEye IV HDCI to mini-HDCI 3m, Polycom EagleEye IV 3m Camera Cable – mini-HDCI(M) to HDCI(M)	\$89.00	\$105.61
1	Polycom RealPresence Group 310, RealPresence Group 310-720p CODEC	\$2,999.00	\$2,999.00
1	Polycom RP Group 300, 310, 500 Power Supply, [NB] - RP Group 500 Power Supply	\$0.00	\$0.00
1	QSC PTZ-12x72, PTZ-IP Conferencing Cameras	\$3,125.00	\$3,125.00
1	QSC PTZ-CMB1,	\$86.25	\$86.25

1	Shure MX418S/C, 18" Gooseneck condenser cardioid microphone Attached XLR Preamp, Shock & Flange Mount, Snap-Fit Foam Windscreen, Mute Switch, LED Indicator	\$206.25	\$206.25
1	TRENDnet TPE-117GI,	\$77.00	\$77.00

Total	\$15,515.21
--------------	--------------------

Project Subtotal:	\$15,515.21
--------------------------	--------------------



Swagit Productions, LLC

12801 N. Central Expressway
Suite 900
Dallas, TX 75243
214-432-5905
swagit.com

The City of Spring Hill **Proposal**

For EASE™ Hands-Free Streaming
Spring Hill, Kansas

December 27, 2019



Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, TX 75243

December 27, 2019

The City of Spring Hill
ATTN: Antwone Smoot
401 N. Madison Street
Spring Hill, KS 66083

Swagit Productions, LLC would like to thank you for your time and the opportunity to earn the City of Spring Hill's business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

Swagit provides an easy solution for improved transparency to your constituents — without the additional workload. Initially specializing in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that includes cities, counties, states, school districts, newspapers, television stations, specialty districts, and health providers.

Swagit proposes to provide hardware and monthly services for your meeting video streaming and archiving needs, using our proprietary Extensible Automated Streaming Engine (**EASE™**) solution. **EASE™** is a hands-free tool that eliminates the need for your staff members to index, edit, or time-stamp your video content. Each **EASE™** package includes On-Demand Archiving, a 24/7 LIVE Stream via both internet and PEG, streaming to mobile devices, and up to 120 hours of additional specialty content each year.

The unique advantages of Swagit's sole-source **EASE™** solution include:

- Completely **hands-free** recording, uploading, and archiving
- **Hands-free** indexing, time-stamping and cross-linking
- An open API, which allows for seamless integration with any agenda management software
- Agenda integration with video player
- Latest software upgrades, no upgrade fees
- High Definition (HD)
- 99.99% uptime
- No training needed
- Unlimited storage
- On-demand video search by metadata text and Sound Search™
- Captioning options for live and on-demand
- 24/7 support and customer service

Sincerely,

Russell Towers
Account Manager
Swagit Productions, LLC
214-432-5905
rtowers@swagit.com
www.Swagit.com

EXECUTIVE SUMMARY

Company History and Information

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all major Agenda/Document Management and Voting Solutions. This lets our clients choose the best Agenda/Voting Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computers, smart phones or tablets. Archived meetings are indexed and broken up into clips by agenda item for a superior end-user experience.

Avior™ HD is Swagit's hands-free broadcast solution is a complete package of 3+ HD cameras, professional video switching equipment, and associated components that allows either Swagit's video department to remotely control the cameras or on-site camera control by government staff. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ HD can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and streaming of an event or meeting.

The Swagit network stretches across North America, guaranteeing that you and your constituents are always connected. Swagit's network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant, giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

Points of Difference

- Swagit's EASE™ solution is completely **hands-free** and requires no staff time or resources
- Sound Search™ allows residents to search for the spoken word in a meeting which is synced to video
- Swagit's open API allows integrations with agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty Content and Meetings
- Swagit's unique **hands-free** solutions typically qualify as a sole-source purchase, allowing for quick deployments

OVERVIEW OF PROPOSED SOLUTION

Paperless Agenda and Voting

Swagit's **Agenda Management** offerings are web-based agenda software applications designed to simplify the agenda management process from start to finish. The simple, intuitive design makes creating agenda items fast and easy. Clerks and Agenda Managers are able to create, finalize and web publish their agendas within a single, affordable, easy-to-understand application. Council members, Board members and Commissioners can quickly and easily navigate the system to view agendas and supporting documentation – anywhere, anytime, with any device.

Swagit's EASE™ solution also integrates with all major non-Swagit Document/Agenda Management and Voting solutions.

EASE™ Hands-Free Streaming

Swagit's **Extensible Automated Streaming Engine (EASE™)** solution meets all current and future needs for government without creating additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to index, edit, or time-stamp their video content. Each EASE™ package includes on-demand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year. If live streaming is not applicable, clients can upload media via FTP.

Swagit's EASE™ streaming appliances offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the internet through a high-speed connection, or to mobile devices. In addition, EASE™ appliances can record and archive all media for on-demand viewing.

Social Media eXstream

Social Media eXstream connects meetings and events with live social platforms such as Facebook Live and YouTube Live. Jurisdictions can instantly live-stream local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package.

Note: Some features listed in this document may be system options or may require options not included in the provided pricing proposal.

EASE™ Streaming Appliance

Video Capture, Encoding, and Streaming

The Extensible Automated Streaming Engine (EASE™) is a software framework consisting of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for your clerks or webmasters.

▪ **Video Capture and Encoding**

EASE™ Streaming Appliance records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

▪ **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

▪ **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all major Document/Agenda Management solutions.

▪ **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our packages offer unlimited storage.

▪ **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

▪ **Delivery**

In order to deliver on-demand content to end users in a format that is compatible with their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime, Real, and HTML5. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal. With HTML5 streaming, Swagit provides content to mobile devices including iPhones, iPads and Android devices.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity); however, using Windows Media format may exclude iOS & Android users.

▪ **Monitoring**

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ streaming appliances that are deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

▪ **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

▪ **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble-free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



RECOMMENDED HARDWARE

EASE™ T Streaming Appliance

Video Capture, Encoding, and Streaming

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers, over the internet through a highspeed connection, or to mobile devices. Furthermore, the unit can record and archive all media for on-demand viewing as well.

- ▶ Standard definition (SD) or High definition (HD) encoding unit includes software installation, system burn-in
- ▶ Software Licenses
- ▶ Video Capture Card with Simulstream
- ▶ **Mini-Tower configuration**
- ▶ Includes EASE™ Remote Video Indexing Kit, with Scheduler

** Price and hardware model are subject to change after 60 days without prior notice.*

EASE™ H Streaming Appliance

Video Capture, Encoding, and Streaming

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers, over the internet through a highspeed connection, or to mobile devices. Furthermore, the unit can record and archive all media for on-demand viewing as well.

- ▶ Recommended for PEG Broadcasters
- ▶ High definition and/or standard definition (HD-SDI) encoding unit includes software installation, system burn-in, rack rails
- ▶ Software Licenses
- ▶ Video Capture Card with Simulstream
- ▶ Includes EASE™ Remote Video Indexing Kit, with Scheduler
- ▶ Rack Mount 1RU

** Price and hardware model are subject to change after 60 days without prior notice.*

SERVICE DESCRIPTIONS

2nd Quarter 2019

Social Media eXstream

Social Live Video Streaming

Instantly stream live your jurisdiction's local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package. Live streaming is the future growth of social media and has become a part of culture that government can easily use to reach more residents online. Users can watch live broadcasts, whether on PC or mobile device, in a matter of seconds. Social Media eXstream connects your meetings and events with live social platforms such as Facebook Live and YouTube Live.

- ▶ Live multi-destination streaming
- ▶ Multi-bitrates
- ▶ Affordable and simple
- ▶ Additional resident accessibility to meetings and events
- ▶ Expanded reach and audience growth
- ▶ Increased distribution channels

Streaming to social media live platforms can immediately expand your audience and increase distribution channels. For example, Facebook engages your viewers by sending a notification alert to your followers before the stream begins. Residents can then easily connect, interact and follow your event in real time.



COST SUMMARY

EASE™ (bring your own cameras) with Monthly Managed Services

Hardware, Licenses, Setup, and Support Services (choose which encoder is best)

Item & Description	Unit Cost	Quantity	Up-Front Cost
EASE™ H Streaming Appliance 1RU <ul style="list-style-type: none"> Recommended for PEG Broadcasters High definition and/or standard definition (HD-SDI) encoding unit includes software installation, system burn-in, rack rails Software Licenses Video Capture Card with Simulstream EASE™ Remote Video Indexing Kit includes Scheduler 	\$ 7,450.00	1	\$ 7,450.00
EASE™ T Plus Streaming Appliance Tower <ul style="list-style-type: none"> Dependable entry-level performance: 1x HD SDI, ASI Video High definition and/or standard definition (HD-SDI) encoding unit includes software installation, system burn-in, rack rails Software Licenses Video Capture Card with Simulstream EASE™ Remote Video Indexing Kit includes Scheduler 	\$ 4,470.00	1	\$ 4,470.00

Yearly Managed Service Package

Item & Description	Monthly Rate	Quantity	Yearly Cost
EASE™ 25 <ul style="list-style-type: none"> Up to 25 indexed and archived meetings per year Up to 120 hours of specialty content per year 24/7 Live Stream Hands-Free – We do it all for you! 	\$ 695.00	12	\$ 8,340.00

Additional Services

Item & Description	Monthly Rate	Quantity	Yearly Cost
Social Media eXstream <ul style="list-style-type: none"> Additionally, stream to Facebook Live or YouTube Live 	\$ 125.00	12	\$ 1,500.00

Package Overages

Item & Description	Cost
Additional Indexed and On-Demand Meetings (cost per meeting)	\$ 150.00

Price and hardware model are subject to change after 60 days without prior notice.

We offer a Price Match Guarantee for all services that are equivalent in class, features and performance.