

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](http://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](http://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](mailto: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](http://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, APRIL 9, 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](mailto: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: March 26, 2020, Regular Meeting
2. Appropriation Order 2020-04-09
3. Consider Approval of Special Event Permit: Let Your Light Shine 5K

**FORMAL ACTION**

4. Consider Resolution: Developer Funding Agreement, Dayton Creek SBD4, Plat 6
5. Consider Award of Bid: Dayton Creek SBD4, Plat 6 Construction
6. Consider Charter Ordinance: Exempting the City from the Kansas Pawnbroker and Precious Metal Dealers Act

**ANNOUNCEMENTS and REPORTS**

**ADJOURN**

**Temporary changes due to COVID-19.** — Attendance at meetings was limited to 10 individuals including Governing Body and staff. Staff waited in the hallway, outside of Council Chambers, in case the Governing Body had questions. Public comments were accepted for agenda items only. Comments were submitted in writing by noon on the day of the meeting to [cityclerk@springhillks.gov](mailto:cityclerk@springhillks.gov). Comments submitted were read at the time of consideration of the agenda item referenced in the comments. Public access to the meeting was available via phone or by a link that was provided at the City of Spring Hill website [www.springhillks.gov](http://www.springhillks.gov).

**City of Spring Hill, Kansas**  
**Minutes of City Council Regular Session**  
**March 26, 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 March 26, 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

Councilmembers absent:                   Andrea Hughes

Staff in attendance:                       Jim Hendershot, City Administrator  
  Antwone Smoot, IT Operations Associate  
  Cindy Henson, Chief of Police (waited in hallway)  
  Patrick Burton, Community Development Director (waited in hallway)  
  Jim Boyer, Director of Public Works (waited in hallway)

Consultants in attendance:               Frank Jenkins, City Attorney  
  Dan Miller, City Engineer (waited in hallway)

**INVOCATION**

The invocation was given by Councilmember Leaton.

**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.

The City Administrator announced that Suddenlink is experiencing an outage and requested that residents call in to the meeting to listen.

### **APPROVAL OF THE AGENDA**

The Mayor requested to delete Item 11. Brookwood Farms Improvement Agreement and Item 12. Final Plat Brookwood Farms, and table Item 14. Reimbursement Agreement Dayton Creek and Item 15. Consider Bids for Dayton Creek Construction to the April 9, 2020 City Council meeting.

**Motion by** Leaton, seconded by Eckert, to approve the agenda as revised.

Motion carried by roll of the City Council 4-0-0; Leaton-aye, Eckert-aye, Owen-aye, Graves-aye.

### **CITIZEN PARTICIPATION**

There was no citizen participation due to the temporary changes regarding COVID-19.

### **CONSENT AGENDA**

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

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**

Motion carried by roll of the City Council 4-0-0; Eckert-aye, Owen-aye, Graves-aye, Leaton-aye.

11. **Consider Approval of Improvement Agreement: 201st & Balsam Street, Brookwood Farms, 5th Plat, Engineering Solutions**

This item was deleted.

12. **Consider Approval of Final Plat (FP-08-19): 201st & Balsam Street, Brookwood Farms, 5th Plat, Engineering Solutions**

This item was deleted.

### **FORMAL COUNCIL ACTION**

13. **Consider Review of Declaration of a State of Local Disaster Emergency for Spring Hill, Kansas**

The City Administrator explained that on March 19, 2020, the Mayor was authorized by State Statute and emergency procedures, to issue the Declaration of a State of Local Disaster Emergency for Spring Hill, KS as a result of the Coronavirus pandemic (COVID-19). The Declaration remained in effect for seven days, which ends tonight. Staff proposed that the emergency declaration be extended and

recommended the following motion, to extend the local state of emergency declared by the Mayor on March 19, 2020 relating to COVID-19 until further action is taken by the Governing Body or until the Declarations of Emergency of Johnson County and Miami County expire.

**Motion by** Graves, seconded by Leaton, to extend the local state of emergency declared by the Mayor on March 19, 2020 relating to COVID-19 until further action is taken by the Governing Body or until the Declarations of Emergency of Johnson County and Miami County expire.

Motion carried by roll of the City Council 4-0-0; Owen-aye, Graves-aye, Leaton-aye, Eckert-aye.

**14. Consider Developer Reimbursement Agreement: Dayton Creek SBD4, Plat 6**

This item was tabled to the April 9th City Council meeting

**15. Consider Award of Bid: Dayton Creek SBD4, Plat 6 Construction**

This item was tabled to the April 9th City Council meeting

**16. Ordinance No. 2020-01: Small Cell Micro Towers**

The City Attorney presented the 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.

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

**Motion by** Leaton, seconded by Eckert, to approve Ordinance No. 2020-01 for small cell micro-tower requirements (authorizing the City Engineer to adopt aesthetic standards for placement of new small cell antenna within public right-of-way).

**Discussion:** Councilman Eckert asked if the City knew how many antennas would be installed. The City Attorney stated that the City does not know at this time.

Motion carried by roll of the City Council 4-0-0; Graves-aye, Leaton-aye, Eckert-aye, Owen-aye.

**17. Consider Request to Purchase Live Streaming Equipment**

The City Administrator explained that this item was tabled at the February 27, 2020 meeting and a follow-up report was presented at the March 12, 2020 meeting.

Mr. Hendershot contacted the three vendors, who submitted bids for this equipment, and presented the following revised bids and/or information:

Cytek Media Systems	\$19,973.00 (Revised from previous bid of \$21,188.00)
Mission Electronics	\$25,532.54 (No revised bid was received.)
Swagit Productions	\$11,920.00 + \$9,840.00/Yr. (This service does not provide for video arraignment; therefore, does not meet the requirements.)

Mr. Hendershot reported that the Council approved a contract with Commenco for the installation of equipment regarding video arraignment. The budget for this work was \$10,000. The contract was approved for \$6,454.00, a difference of \$3,546, which could be utilized for the proposed livestreaming equipment and installation.

Mr. Hendershot stated that this proposed project is unbudgeted and if approved, would require analysis of potential reduction of expenditures approved for 2020. Should the low bid from Cytek 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.

Other sources of funding this equipment were discussed, such as adequate savings in salaries from the first quarter due to two budgeted positions that were not filled yet, defer hiring the position where the City has not started the interview process just for the time being, the potential cost savings in overtime and reducing the time and risk within the police department for picking up prisoners at the counties for municipal court. The City Administrator read aloud the public comment that was submitted by Mr. Rodolfo Arevalo that offered some suggestions on how to fund the implementation of live streaming the meetings.

Staff recommended to approve the proposal from Cytek Media Systems in the amount of \$19,973.00 for the purchase of livestreaming equipment.

**Motion by** Leaton, seconded by Eckert, to approve request to purchase livestreaming equipment from in the amount of \$19,973.00 through Cytek Media Systems.

Motion carried by roll of the City Council 4-0-0; Leaton-aye, Eckert-aye, Owen-aye, Graves-aye.

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

**ADJOURN**

**Motion by** Leaton, seconded by Owen, to adjourn.

The meeting adjourned at 7:30p.m.

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Glenda Gerrity, City Clerk

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

# CITY OF SPRING HILL, KANSAS

## APPROPRIATION ORDER NUMBER 2020-04-09 PRESENTED: April 09, 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:	\$302,954.40
Payroll:	<u>\$76,124.25</u>
	\$379,078.65

### Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$199,795.54</u>
	\$199,795.54

**Total amount of the Appropriation Order:** \$578,874.19

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>	
<b>Vendor: 00030 - AFLAC</b>						
933655	AFLAC PREMIUMS - MAR 2020	100-2120	DFT0001460	03/26/2020	\$1,713.04	
					<b>Vendor 00030 - AFLAC Total:</b>	<b>\$1,713.04</b>
<b>Vendor: 00044 - ALL CITY MANAGEMENT SERVICES, INC</b>						
67551	CROSSING GUARD SERVICES - 3/1 - 3/14/2020	100-800-7500			\$1,344.42	
					<b>Vendor 00044 - ALL CITY MANAGEMENT SERVICES, INC Total:</b>	<b>\$1,344.42</b>
<b>Vendor: 00058 - AMERICAN EQUIPMENT CO.</b>						
38164	#233 TARP KIT & LIGHT BAR	100-640-6720			\$622.83	
					<b>Vendor 00058 - AMERICAN EQUIPMENT CO. Total:</b>	<b>\$622.83</b>
<b>Vendor: 00070 - ANDREA (DAWN) JESBERG</b>						
3808	COMMUNITY CTR RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4630	222577	03/30/2020	\$200.00	
3808	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	222577	03/30/2020	\$200.00	
					<b>Vendor 00070 - ANDREA (DAWN) JESBERG Total:</b>	<b>\$400.00</b>
<b>Vendor: 00089 - ARLAN CO INC</b>						
12219	CANOPY REPLACEMENT	100-730-6730			\$3,695.00	
					<b>Vendor 00089 - ARLAN CO INC Total:</b>	<b>\$3,695.00</b>
<b>Vendor: 00113 - ATRONIC ALARMS, INC</b>						
398368	FIRE ALARM MONITORING - 04/01-04/30/2020 - CH	100-720-7190			\$59.00	
					<b>Vendor 00113 - ATRONIC ALARMS, INC Total:</b>	<b>\$59.00</b>
<b>Vendor: 00118 - AXON ENTERPRISE, INC</b>						
SI-1645496	TASER CARTRIDGE AMMO	100-800-6220			\$948.00	
					<b>Vendor 00118 - AXON ENTERPRISE, INC Total:</b>	<b>\$948.00</b>
<b>Vendor: 01843 - BRITTANY EASTLAND</b>						
3824	COMMUNITY CENTER DEPOSIT REFUND	100-2200	82685	03/26/2020	\$100.00	
					<b>Vendor 01843 - BRITTANY EASTLAND Total:</b>	<b>\$100.00</b>
<b>Vendor: 00173 - BURNETT AUTOMOTIVE</b>						
10-94532	TIRE ROTATION, OIL CHANGE, INTAKE HOSE REPLACEMENT	100-800-6720			\$38.13	
					<b>Vendor 00173 - BURNETT AUTOMOTIVE Total:</b>	<b>\$38.13</b>
<b>Vendor: 01731 - C&amp;B EQUIPMENT MIDWEST, INC</b>						
9506-00	STOCK MOTOR FOR MAIN PUMP	100-730-6750			\$3,066.99	
					<b>Vendor 01731 - C&amp;B EQUIPMENT MIDWEST, INC Total:</b>	<b>\$3,066.99</b>
<b>Vendor: 01835 - CANDY HAMPTON</b>						
3745	COMMUNITY CTR RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4630	82686	03/26/2020	\$200.00	
3745	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82686	03/26/2020	\$200.00	
					<b>Vendor 01835 - CANDY HAMPTON Total:</b>	<b>\$400.00</b>
<b>Vendor: 00202 - CENTURYLINK</b>						
INV0001681	COMMUNICATION - LONG DISTANCE - 03/09-04/08/2020	100-800-7622	DFT0001458	03/17/2020	\$24.09	
INV0001681	COMMUNICATION - LONG DISTANCE - 03/09-04/08/2020	520-670-7622	DFT0001458	03/17/2020	\$24.09	
					<b>Vendor 00202 - CENTURYLINK Total:</b>	<b>\$48.18</b>
<b>Vendor: 00206 - CHAMPION BRANDS, LLC</b>						
580316	OIL & WIPER BLADES FOR ALL VEHICLES	100-640-6720			\$1,329.66	
580317	VEHICLE FILTERS	100-640-6720			\$363.42	
					<b>Vendor 00206 - CHAMPION BRANDS, LLC Total:</b>	<b>\$1,693.08</b>
<b>Vendor: 01837 - CHRISTY CHRISMAN</b>						
3864	CIVIC CENTER DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82687	03/26/2020	\$200.00	
					<b>Vendor 01837 - CHRISTY CHRISMAN Total:</b>	<b>\$200.00</b>
<b>Vendor: 00230 - CITY OF SPRING HILL</b>						
INV0001680	TRASH COLLECTION - 02/18-03/18/2020	100-620-7628			\$62.01	
INV0001680	TRASH COLLECTION - 02/18-03/18/2020	100-640-7628			\$113.01	
INV0001680	TRASH COLLECTION - 02/18-03/18/2020	100-710-7628			\$100.25	
INV0001680	TRASH COLLECTION - 02/18-03/18/2020	100-720-7628			\$200.50	
INV0001680	TRASH COLLECTION - 02/18-03/18/2020	100-730-7628			\$87.51	
INV0001680	TRASH COLLECTION - 02/18-03/18/2020	100-800-7628			\$87.51	
					<b>Vendor 00230 - CITY OF SPRING HILL Total:</b>	<b>\$650.79</b>
<b>Vendor: 01584 - COMPASS GROUP USA, INC.</b>						
MCI4826	ADMINISTRATION SUPPLIES - CH	100-110-6110			\$89.81	
					<b>Vendor 01584 - COMPASS GROUP USA, INC. Total:</b>	<b>\$89.81</b>

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 00239 - CONSTRUCTION MATERIALS, INC</b>					
1981	MATERIALS FOR BRIDGE REPAIRS - SHAC	100-730-6730			\$1,645.70
1992	MATERIALS FOR BRIDGE REPAIRS - SHAC	100-730-6730			\$67.65
2111	MATERIALS FOR BRIDGE REPAIRS - SHAC	100-730-6730			\$59.98
2177	MATERIALS FOR BRIDGE REPAIRS - SHAC	100-730-6730			\$59.98
2203	MATERIALS FOR BRIDGE REPAIRS - SHAC	100-730-6730			\$1,504.64
<b>Vendor 00239 - CONSTRUCTION MATERIALS, INC Total:</b>					<b>\$3,337.95</b>
<b>Vendor: 01845 - DANI SIGLE</b>					
3815	CIVIC CENTER DEPOSIT REFUND	100-2200	82688	03/26/2020	\$100.00
<b>Vendor 01845 - DANI SIGLE Total:</b>					<b>\$100.00</b>
<b>Vendor: 00325 - DELL FINANCIAL SERVICES LLC</b>					
80354973	LEASE PAYMENTS - 6695052-006 - APR 2020	100-100-8300			\$40.66
80354973	LEASE PAYMENTS - 6695052-006 - APR 2020	100-200-8300			\$2.14
<b>Vendor 00325 - DELL FINANCIAL SERVICES LLC Total:</b>					<b>\$42.80</b>
<b>Vendor: 01842 - FACL</b>					
3862	CIVIC CENTER DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82689	03/26/2020	\$200.00
<b>Vendor 01842 - FACL Total:</b>					<b>\$200.00</b>
<b>Vendor: 00407 - FASTENAL COMPANY</b>					
KSKA351607	MATERIALS FOR BRIDGE REPAIRS - SHAC	100-730-6730			\$35.14
KSKA351610	MATERIALS FOR VETERANS PARK PLAYGROUND INSTALLATION	300-000-8000			\$10.02
<b>Vendor 00407 - FASTENAL COMPANY Total:</b>					<b>\$45.16</b>
<b>Vendor: 00413 - FERRELLGAS, LLP</b>					
1110388246	PROPANE GAS	520-670-7624			\$281.21
1110982119	PROPANE GAS	100-640-7624			\$535.00
<b>Vendor 00413 - FERRELLGAS, LLP Total:</b>					<b>\$816.21</b>
<b>Vendor: 00466 - GERKEN RENTAL</b>					
290272-1	LIFT RENTAL TO REMOVE MAYORS CHRISTMAS TREE	100-120-7110			\$499.00
<b>Vendor 00466 - GERKEN RENTAL Total:</b>					<b>\$499.00</b>
<b>Vendor: 00487 - GRAINGER</b>					
9462298259	HANDHELD HS2 MONITOR	520-670-6660			\$135.72
<b>Vendor 00487 - GRAINGER Total:</b>					<b>\$135.72</b>
<b>Vendor: 00575 - INTERNAL REVENUE SERVICE</b>					
INV0001671	MEDICARE TAXES PAYABLE	100-2100	DFT0001455	03/27/2020	\$2,801.92
INV0001671	MEDICARE TAXES PAYABLE	510-2100	DFT0001455	03/27/2020	\$162.46
INV0001671	MEDICARE TAXES PAYABLE	520-2100	DFT0001455	03/27/2020	\$158.50
INV0001672	SOCIAL SECURITY TAXES PAYABLE	100-2100	DFT0001456	03/27/2020	\$11,980.94
INV0001672	SOCIAL SECURITY TAXES PAYABLE	510-2100	DFT0001456	03/27/2020	\$694.58
INV0001672	SOCIAL SECURITY TAXES PAYABLE	520-2100	DFT0001456	03/27/2020	\$677.80
INV0001673	FEDERAL WITHHOLDING TAX PAYABLE	100-2100	DFT0001457	03/27/2020	\$8,182.87
INV0001673	FEDERAL WITHHOLDING TAX PAYABLE	510-2100	DFT0001457	03/27/2020	\$309.24
INV0001673	FEDERAL WITHHOLDING TAX PAYABLE	520-2100	DFT0001457	03/27/2020	\$369.28
<b>Vendor 00575 - INTERNAL REVENUE SERVICE Total:</b>					<b>\$25,337.59</b>
<b>Vendor: 00611 - JCI INDUSTRIES, INC.</b>					
8191676	REPAIR CLARIFIER #2	520-670-6750			\$5,323.00
8191681	REPAIR AERATION BLOWER #2	520-670-6750			\$2,320.00
<b>Vendor 00611 - JCI INDUSTRIES, INC. Total:</b>					<b>\$7,643.00</b>
<b>Vendor: 01839 - JEANETTE MIRANDA</b>					
3825	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82690	03/26/2020	\$400.00
<b>Vendor 01839 - JEANETTE MIRANDA Total:</b>					<b>\$400.00</b>
<b>Vendor: 01742 - JO CO GOVERNMENT JUSTICE INFO MGNT SYSTEM</b>					
156442	2020 ANNUAL SUBSCRIPTION - SOFTWARE FEES RMS	100-800-6130			\$2,412.00
<b>Vendor 01742 - JO CO GOVERNMENT JUSTICE INFO MGNT SYSTEM Total:</b>					<b>\$2,412.00</b>
<b>Vendor: 00085 - JOHN P &amp; GEORGIA A VAN DYKE</b>					
24096	FILTER BAGS & CLEANER REPAIR	100-730-6750			\$78.97
<b>Vendor 00085 - JOHN P &amp; GEORGIA A VAN DYKE Total:</b>					<b>\$78.97</b>
<b>Vendor: 00640 - JOHNSON CO RFD#2</b>					
INV0001676	2020 FIRE DISTRICT SERVICES - 2ND QTR	215-000-7310			\$189,000.00
<b>Vendor 00640 - JOHNSON CO RFD#2 Total:</b>					<b>\$189,000.00</b>

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 01851 - KANSAS DEMOCRATIC PARTY</b>					
3851	CIVIC CENTER RENTAL REFUND - CANCELED DUE TO COVID-19 (2)	100-000-4631			\$450.00
3851	CIVIC CENTER DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200			\$200.00
<b>Vendor 01851 - KANSAS DEMOCRATIC PARTY Total:</b>					<b>\$650.00</b>
<b>Vendor: 00706 - KANSAS PAYMENT CENTER</b>					
INV0001668	INCOME WITHHOLDING ORDER	100-2130	82700	03/27/2020	\$158.31
INV0001669	INCOME WITHHOLDING ORDER	100-2130	82699	03/27/2020	\$259.15
<b>Vendor 00706 - KANSAS PAYMENT CENTER Total:</b>					<b>\$417.46</b>
<b>Vendor: 01844 - KANSAS SHRINE BOWL</b>					
3854	CIVIC CENTER DEPOSIT REFUND	100-2200	82691	03/26/2020	\$100.00
<b>Vendor 01844 - KANSAS SHRINE BOWL Total:</b>					<b>\$100.00</b>
<b>Vendor: 00721 - KATHERINE SHUPERT</b>					
INV0001674	EMPLOYEE EXPENSES REIMBURSEMENT - MILEAGE	100-100-7100			\$15.30
<b>Vendor 00721 - KATHERINE SHUPERT Total:</b>					<b>\$15.30</b>
<b>Vendor: 01834 - KEVIN TAPIA</b>					
3858	COMMUNITY CTR RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4630	82692	03/26/2020	\$200.00
3858	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82692	03/26/2020	\$200.00
<b>Vendor 01834 - KEVIN TAPIA Total:</b>					<b>\$400.00</b>
<b>Vendor: 01836 - KIM TABALES</b>					
3828	COMMUNITY CTR RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4630	82693	03/26/2020	\$200.00
3828	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82693	03/26/2020	\$200.00
<b>Vendor 01836 - KIM TABALES Total:</b>					<b>\$400.00</b>
<b>Vendor: 00764 - KPERS</b>					
INV0001660	KPERS OGLI MONTHLY PREMIUM PAYABLE	520-2115	DFT0001446	03/27/2020	\$4.65
INV0001661	KP & F PENSION PAYABLE	100-2110	DFT0001447	03/27/2020	\$9,995.60
INV0001662	KPERS TIER 1 PAYROLL	100-2110	DFT0001448	03/27/2020	\$4,417.72
INV0001662	KPERS TIER 1 PAYROLL	510-2110	DFT0001448	03/27/2020	\$410.07
INV0001662	KPERS TIER 1 PAYROLL	520-2110	DFT0001448	03/27/2020	\$130.37
INV0001663	KPERS TIER 2 PAYROLL	100-2110	DFT0001449	03/27/2020	\$2,033.44
INV0001663	KPERS TIER 2 PAYROLL	510-2110	DFT0001449	03/27/2020	\$394.49
INV0001663	KPERS TIER 2 PAYROLL	520-2110	DFT0001449	03/27/2020	\$184.43
INV0001664	KPERS TIER 3 PAYROLL	100-2110	DFT0001450	03/27/2020	\$3,270.74
INV0001664	KPERS TIER 3 PAYROLL	510-2110	DFT0001450	03/27/2020	\$99.57
INV0001664	KPERS TIER 3 PAYROLL	520-2110	DFT0001450	03/27/2020	\$538.97
INV0001665	KPERS 457 PLAN PAYABLE	100-2115	DFT0001451	03/27/2020	\$502.27
INV0001666	KPERS 457 PLAN PAYABLE	100-2115	DFT0001452	03/27/2020	\$1,598.00
INV0001666	KPERS 457 PLAN PAYABLE	510-2115	DFT0001452	03/27/2020	\$60.00
INV0001666	KPERS 457 PLAN PAYABLE	520-2115	DFT0001452	03/27/2020	\$30.00
INV0001667	KPERS D & D PAYABLE	100-2110	DFT0001453	03/27/2020	\$665.42
INV0001667	KPERS D & D PAYABLE	510-2110	DFT0001453	03/27/2020	\$61.90
INV0001667	KPERS D & D PAYABLE	520-2110	DFT0001453	03/27/2020	\$58.42
<b>Vendor 00764 - KPERS Total:</b>					<b>\$24,456.06</b>
<b>Vendor: 01841 - KRISTEN LOTT</b>					
3832	COMMUNITY CTR RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4630	82694	03/26/2020	\$400.00
3832	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82694	03/26/2020	\$200.00
<b>Vendor 01841 - KRISTEN LOTT Total:</b>					<b>\$600.00</b>
<b>Vendor: 00802 - LAMP RYNEARSON INC</b>					
0319031.01-0000009	DAYTON CREEK SBD 3 - RETAINING WALL	100-110-7150			\$55.50
0319031.01-0000009	UBAS PRESENTATION	100-110-7150			\$55.50
0319031.01-0000009	199TH & RIDGEVIEW CARS RDB	100-110-7150			\$555.00
0319031.01-0000009	BROOKWOOD FARMS 5TH PLAT	100-500-7150			\$1,536.90
0319031.01-0000009	CUMMINS PROPERTY 2ND/3RD PP AND FP	100-500-7150			\$44.40
0319031.01-0000009	DAYTON CREEK 6TH PLAT FINAL PLAT	408-000-7150			\$111.00
0320005.01-0000002	GENERAL SERVICES	100-110-7150			\$420.00
0320005.01-0000002	199TH & RIDGEVIEW	100-110-7150			\$445.00
0320005.01-0000002	2021 - 2025 CARS APPLICATION	100-110-7150			\$656.10
0320005.01-0000002	CENSUS BUREAU BOUNDARY	100-110-7150			\$957.00
0320005.01-0000002	CUMMINS PUBLIC IMPROVEMENTS	100-500-7150			\$664.50
0320005.01-0000002	WOODLAND RIDGE VIII	100-500-7150			\$589.50
0320005.01-0000002	ESTATES OF WOLF CREEK - DAYCARE	100-500-7150			\$1,153.90

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
0320005.01-0000002	BOULDER SPRINGS III - SWIMMING POOL	100-500-7150			\$266.10
0320005.01-0000002	GENERAL SERVICES - DEVELOPMENT	100-500-7150			\$1,772.10
0320005.01-0000002	SEWER REHAB CDBG	520-670-7150			\$680.00
0320005.02-0000002	CONSTRUCTION BIDDING - DAYTON CREEK SBD 4	408-000-7150			\$2,377.50
<b>Vendor 00802 - LAMP RYNEARSON INC Total:</b>					<b>\$12,340.00</b>
<b>Vendor: 01850 - LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC</b>					
3123	LAW ENFORCEMENT POLICIES & PROCEDURES DEVELOPMENT	100-2270			\$15,000.00
<b>Vendor 01850 - LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC Total:</b>					<b>\$15,000.00</b>
<b>Vendor: 00831 - LINDER'S WELDING INC</b>					
25603	#233 MATERIALS TO REPAIR BED	100-640-6720			\$15.00
<b>Vendor 00831 - LINDER'S WELDING INC Total:</b>					<b>\$15.00</b>
<b>Vendor: 00850 - LOWE LAW FIRM, LLP</b>					
20200303A	LEGAL - RETAINER - MAR 2020	100-110-7170			\$1,500.00
20200303A	LEGAL - RETAINER - MAR 2020	510-660-7170			\$750.00
20200303A	LEGAL - RETAINER - MAR 2020	520-670-7170			\$750.00
20200303C	LEGAL - REVIEW DAYTON CREEK SBD 2	100-110-7170			\$1,192.50
20200303D	LEGAL - WASTE MANAGEMENT CONTRACT REVIEW	100-110-7170			\$112.50
20200303E	LEGAL - REVIEW PERSONNEL MATTER	100-110-7170			\$135.00
20200303F	LEGAL - STAFF CONFERENCES	100-110-7170			\$732.05
20200303F	LEGAL - STAFF CONFERENCES	510-660-7170			\$366.03
20200303F	LEGAL - STAFF CONFERENCES	520-670-7170			\$366.02
20200303G	LEGAL - VETERANS PARK - REVIEW EASEMENT	100-110-7170			\$90.00
20200303H	LEGAL - BROADBAND PROJECT - KORA REQUESTS	100-110-7170			\$4,736.55
20200303I	LEGAL - REVIEW CLAIM	100-110-7170			\$180.00
20200303J	LEGAL - REVIEW OPENEDGE AGREEMENT	100-110-7170			\$432.90
20200303K	LEGAL - REVIEW COMMENCO, INC AGREEMENT	100-110-7170			\$517.50
20200303L	LEGAL - REVIEW CLAIM	520-670-7170			\$67.50
20200303M	LEGAL - REVIEW CLAIM	520-670-7170			\$157.50
20200303O	LEGAL - BROADBAND PROJECT - D.A. INVESTIGATION	100-110-7170			\$1,755.00
<b>Vendor 00850 - LOWE LAW FIRM, LLP Total:</b>					<b>\$13,841.05</b>
<b>Vendor: 01699 - MARIA IGLESIAS</b>					
3861	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82695	03/26/2020	\$200.00
<b>Vendor 01699 - MARIA IGLESIAS Total:</b>					<b>\$200.00</b>
<b>Vendor: 00882 - MCANANY, VAN CLEAVE &amp; PHILLIPS</b>					
803711	EMPLOYEE RELATIONS MATTER 16	100-110-7170			\$495.00
803712	BROADBAND/DA INVESTIGATION MATTER 21	100-110-7170			\$6,505.00
830708	GENERAL MATTERS	100-110-7170			\$1,282.50
830709	EMPLOYMENT COUNSEL	100-110-7170			\$1,957.50
830710	EMPLOYEE HANDBOOK	100-140-7170			\$157.50
<b>Vendor 00882 - MCANANY, VAN CLEAVE &amp; PHILLIPS Total:</b>					<b>\$10,397.50</b>
<b>Vendor: 00884 - MCCLURE ENGINEERING COMPANY</b>					
127914	CPGS, DAYTON CREEK SBD 3 - ESTATES	406-000-7150			\$4,869.17
127916	CPGS, DAYTON CREEK SBD 3 - COTTAGES	406-000-7150			\$5,154.77
127918	PROJECT ADMIN - DAYTON CREEK SBD 4	408-000-7150			\$425.00
<b>Vendor 00884 - MCCLURE ENGINEERING COMPANY Total:</b>					<b>\$10,448.94</b>
<b>Vendor: 00916 - MICHAEL W BAUM</b>					
201509	WORK GLOVES	100-640-6670			\$8.99
<b>Vendor 00916 - MICHAEL W BAUM Total:</b>					<b>\$8.99</b>
<b>Vendor: 01840 - MICHELLE ROSE</b>					
3817	CIVIC CENTER RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4631	82696	03/26/2020	\$180.00
3817	CIVIC CENTER DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82696	03/26/2020	\$200.00
<b>Vendor 01840 - MICHELLE ROSE Total:</b>					<b>\$380.00</b>
<b>Vendor: 00939 - MIDWEST PUBLIC RISK</b>					
INV0001677	HEALTH INS PREMIUM - APR 2020	100-2120			\$65,745.54
INV0001677	HEALTH INS PREMIUM - APR 2020	510-2120			\$7,561.19
INV0001677	HEALTH INS PREMIUM - APR 2020	520-2120			\$4,854.99
<b>Vendor 00939 - MIDWEST PUBLIC RISK Total:</b>					<b>\$78,161.72</b>

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 01740 - MONAKISHA JONES</b>					
INV0001678	EMPLOYEE EXPENSES REIMBURSEMENT - MILEAGE	100-140-7100			\$33.84
INV0001678	EMPLOYEE EXPENSES REIMBURSEMENT - MILEAGE	100-140-7100			\$20.73
INV0001678	EMPLOYEE EXPENSES REIMBURSEMENT - MILEAGE	100-140-7100			\$16.86
INV0001678	EMPLOYEE EXPENSES REIMBURSEMENT - MILEAGE	100-140-7100			\$16.39
<b>Vendor 01740 - MONAKISHA JONES Total:</b>					<b>\$87.82</b>
<b>Vendor: 00974 - MUTUAL OF OMAHA INSURANCE CO</b>					
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-100-5120	DFT0001459	03/26/2020	\$16.20
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-140-5120	DFT0001459	03/26/2020	\$5.40
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-200-5120	DFT0001459	03/26/2020	\$16.20
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-220-5120	DFT0001459	03/26/2020	\$5.40
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-300-5120	DFT0001459	03/26/2020	\$5.40
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-310-5120	DFT0001459	03/26/2020	\$5.40
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-500-5120	DFT0001459	03/26/2020	\$27.00
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-610-5120	DFT0001459	03/26/2020	\$10.80
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-620-5120	DFT0001459	03/26/2020	\$21.60
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-640-5120	DFT0001459	03/26/2020	\$21.60
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-710-5120	DFT0001459	03/26/2020	\$1.76
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-720-5120	DFT0001459	03/26/2020	\$4.45
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-730-5120	DFT0001459	03/26/2020	\$2.70
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-800-5120	DFT0001459	03/26/2020	\$70.20
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	100-810-5120	DFT0001459	03/26/2020	\$5.40
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	510-660-5120	DFT0001459	03/26/2020	\$18.90
001072673035	GROUP LIFE/AD&D PREMIUMS - APR 2020	520-670-5120	DFT0001459	03/26/2020	\$18.90
<b>Vendor 00974 - MUTUAL OF OMAHA INSURANCE CO Total:</b>					<b>\$257.31</b>
<b>Vendor: 01803 - NANCIE MERRICK</b>					
3820	COMMUNITY CTR RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4630	82697	03/26/2020	\$200.00
3820	COMMUNITY CTR DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82697	03/26/2020	\$200.00
<b>Vendor 01803 - NANCIE MERRICK Total:</b>					<b>\$400.00</b>
<b>Vendor: 00979 - NAPA SPRING HILL, LLC</b>					
364635	#201 BATTERY TEST CLIP & #202 SOCKET	100-640-6720			\$22.26
364653	#200 TRAILER CONNECT KIT	100-640-6720			\$6.62
<b>Vendor 00979 - NAPA SPRING HILL, LLC Total:</b>					<b>\$28.88</b>
<b>Vendor: 01003 - NIFFIE PRINTING</b>					
315672	PRINTING OF NOTICE TO APPEAR AND COMPLAINT FORMS	100-800-6120			\$797.50
315656	COURT SUPPLIES	100-310-6110			\$106.19
<b>Vendor 01003 - NIFFIE PRINTING Total:</b>					<b>\$903.69</b>
<b>Vendor: 01013 - OFFICE DEPOT, INC</b>					
456755164001	ADMINISTRATIVE SUPPLIES - CH & FINANCE	100-110-6110			\$60.47
456755164001	ADMINISTRATIVE SUPPLIES - CH & FINANCE	100-200-6110			\$62.31
456755657001	ADMINISTRATIVE SUPPLIES - COURT	100-310-6110			\$29.69
456755658001	ADMINISTRATIVE SUPPLIES - CH	100-110-6110			\$11.87
<b>Vendor 01013 - OFFICE DEPOT, INC Total:</b>					<b>\$164.34</b>
<b>Vendor: 01035 - OLATHE WINWATER COMPANY</b>					
147871 00	MATERIALS FOR WATERLINE REPAIR WEBSTER & HALE	510-660-6615			\$270.00
147341 02	METER REPLACEMENT PARTS FOR EXSTG SERVICES	510-660-6620			\$374.00
147341 04	METER REPLACEMENT - SADDLES	510-660-6620			\$112.00
<b>Vendor 01035 - OLATHE WINWATER COMPANY Total:</b>					<b>\$756.00</b>
<b>Vendor: 01051 - PACE ANALYTICAL SERVICES, LLC</b>					
2060099417	LAB ANALYSIS - ROUTINE INFLUENT TESTING	520-670-7560			\$275.00
2060100648	LAB ANALYSIS - ROUTINE INFLUENT TESTING	520-670-7560			\$545.00
<b>Vendor 01051 - PACE ANALYTICAL SERVICES, LLC Total:</b>					<b>\$820.00</b>
<b>Vendor: 01403 - PATTI BANKS ASSOCIATES</b>					
P17059.3-12	ENGINEERING SERVICES - VETERAN'S PARK - FEB 2020	300-000-7150			\$2,360.60
P19013-11	PROFESSIONAL SERVICES - PARKS MASTER PLAN - FEB 2020	210-2270			\$1,522.50
<b>Vendor 01403 - PATTI BANKS ASSOCIATES Total:</b>					<b>\$3,883.10</b>
<b>Vendor: 00005 - PRAXAIR DISTRIBUTION INC</b>					
95292402	CYLINDER RENTAL	100-640-7230			\$240.17
<b>Vendor 00005 - PRAXAIR DISTRIBUTION INC Total:</b>					<b>\$240.17</b>

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 01110 - R &amp; D COMPUTER SYSTEMS</b>					
3112	ANNUAL SOFTWARE MAINT/TRAINING LASERFICHE & AVANTE	100-110-6130			\$817.25
3112	ANNUAL SOFTWARE MAINT/TRAINING LASERFICHE & AVANTE	100-800-6130			\$350.25
3112	ANNUAL SOFTWARE MAINT/TRAINING LASERFICHE & AVANTE	510-660-6130			\$583.75
3112	ANNUAL SOFTWARE MAINT/TRAINING LASERFICHE & AVANTE	520-670-6130			\$583.75
<b>Vendor 01110 - R &amp; D COMPUTER SYSTEMS Total:</b>					<b>\$2,335.00</b>
<b>Vendor: 01131 - REILLY &amp; SONS, INC</b>					
311743	CRIME POLICY #105759666 - 04/01/2018-04/01/2021	100-100-7900			\$213.00
<b>Vendor 01131 - REILLY &amp; SONS, INC Total:</b>					<b>\$213.00</b>
<b>Vendor: 01133 - REJIS COMMISSION</b>					
434858	LEWEB SUBSCRIPTION RENEWAL - MARCH 2020	100-800-7700			\$44.83
<b>Vendor 01133 - REJIS COMMISSION Total:</b>					<b>\$44.83</b>
<b>Vendor: 00828 - RONALD C BRAATZ</b>					
5064add14	MICROSOFT EXCHANGE LICENSE FOR NEW EMPLOYEES	100-200-7700			\$102.90
5064add14	MICROSOFT EXCHANGE LICENSE FOR NEW EMPLOYEES	100-730-7700			\$6.00
5064add14	MICROSOFT EXCHANGE LICENSE FOR NEW EMPLOYEES	100-730-7700			\$61.20
<b>Vendor 00828 - RONALD C BRAATZ Total:</b>					<b>\$170.10</b>
<b>Vendor: 01163 - RURAL WATER DISTRICT #2 MI CO</b>					
INV0001679	WATER UTILITY- 22711 S WOODLAND - 02/06-03/06/2020	520-670-7620			\$22.72
<b>Vendor 01163 - RURAL WATER DISTRICT #2 MI CO Total:</b>					<b>\$22.72</b>
<b>Vendor: 01838 - SARAH GEBHARDS</b>					
3846	CIVIC CENTER RENTAL REFUND - CANCELED DUE TO COVID-19	100-000-4631	82698	03/26/2020	\$110.00
3846	CIVIC CENTER DEPOSIT REFUND - CANCELED DUE TO COVID-19	100-2200	82698	03/26/2020	\$200.00
<b>Vendor 01838 - SARAH GEBHARDS Total:</b>					<b>\$310.00</b>
<b>Vendor: 01185 - SCOTWOOD INDUSTRIES, INC</b>					
0515426-IN	SALT	100-640-6635			\$2,864.40
0515427-IN	SALT	100-640-6635			\$2,617.65
0515428-IN	SALT	100-640-6635			\$2,728.95
0515430-IN	SALT	100-640-6635			\$2,930.55
<b>Vendor 01185 - SCOTWOOD INDUSTRIES, INC Total:</b>					<b>\$11,141.55</b>
<b>Vendor: 01817 - SHARON 4-H CLUB</b>					
3805	CIVIC CENTER DEPOSIT REFUND	100-2200			\$100.00
<b>Vendor 01817 - SHARON 4-H CLUB Total:</b>					<b>\$100.00</b>
<b>Vendor: 00777 - STATE OF KANSAS</b>					
INV0001682	SALES TAX - FEB 2020	510-2210	DFT0001461	03/30/2020	\$1,831.41
<b>Vendor 00777 - STATE OF KANSAS Total:</b>					<b>\$1,831.41</b>
<b>Vendor: 01282 - SUMNERONE/UNISOURCE/DATAMAX</b>					
2488955	COMP.EQUIP.MAINT. CONTRACT - 03/18-06/18/2020	100-110-6130			\$687.75
2488955	COMP.EQUIP.MAINT. CONTRACT - 03/18-06/18/2020	100-110-6130			\$624.75
2488955	COMP.EQUIP.MAINT. CONTRACT - 03/18-06/18/2020	100-610-6130			\$343.87
2488955	COMP.EQUIP.MAINT. CONTRACT - 03/18-06/18/2020	100-610-6130			\$57.40
2488955	COMP.EQUIP.MAINT. CONTRACT - 03/18-06/18/2020	100-800-6130			\$343.88
2488955	COMP.EQUIP.MAINT. CONTRACT - 03/18-06/18/2020	100-800-6130			\$106.25
<b>Vendor 01282 - SUMNERONE/UNISOURCE/DATAMAX Total:</b>					<b>\$2,163.90</b>
<b>Vendor: 01635 - T2 HOLDINGS, LLC</b>					
100257848	SHRED BIN RENTAL AND DISPOSAL	100-110-7190			\$20.00
100257848	SHRED BIN RENTAL AND DISPOSAL	100-800-7190			\$40.00
100257848	SHRED BIN RENTAL AND DISPOSAL	510-660-7190			\$10.00
100257848	SHRED BIN RENTAL AND DISPOSAL	520-670-7190			\$10.00
<b>Vendor 01635 - T2 HOLDINGS, LLC Total:</b>					<b>\$80.00</b>
<b>Vendor: 01520 - TOWNER COMMUNICATIONS LLC</b>					
12094	PROFESSIONAL SERVICES - CALL MANAGER SUPPORT	100-110-7190			\$135.00
12501	PROFESSIONAL SERVICES - PHONE SUPPORT	100-110-7190			\$67.50
<b>Vendor 01520 - TOWNER COMMUNICATIONS LLC Total:</b>					<b>\$202.50</b>
<b>Vendor: 01788 - TRANSYSTEMS CORPORATION</b>					
INV-0003534446	199TH & RIDGEVIEW ROUNDABOUT DESIGN	206-000-7150			\$6,447.58
<b>Vendor 01788 - TRANSYSTEMS CORPORATION Total:</b>					<b>\$6,447.58</b>
<b>Vendor: 01369 - TYLER TECHNOLOGIES, INC.</b>					
025-286544	ENERGOV CSS CONFIGURATION - ONLINE SERVICES	100-110-6130			\$750.00
<b>Vendor 01369 - TYLER TECHNOLOGIES, INC. Total:</b>					<b>\$750.00</b>

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
<b>Vendor: 01398 - VANCE BROTHERS, INC</b>					
IC00065763	ASPHALT	100-640-6630			\$35.00
IG00001245	ASPHALT	100-640-6630			\$280.00
IG00001368	ASPHALT	100-640-6630			\$1,332.00
IG00001442	ASPHALT	100-640-6630			\$246.00
<b>Vendor 01398 - VANCE BROTHERS, INC Total:</b>					<b>\$1,893.00</b>
<b>Vendor: 01738 - VISA</b>					
INV0001683	USPS - POSTAGE TO MAIL ACA DOCUMENTATION TO IRS	100-110-6140	DFT0001464	03/10/2020	\$25.67
INV0001683	MARC - 2020 SALARY SURVEY MEMBERSHIP DUES	100-140-7700	DFT0001464	03/10/2020	\$324.00
INV0001683	WHITESELL-VISION BENEFIT - DOS 02/03/2020	100-800-5120	DFT0001464	03/10/2020	\$25.00
INV0001683	WHITESELL-VISION BENEFIT - DOS 02/03/2020	100-800-5120	DFT0001464	03/10/2020	\$126.00
<b>Vendor 01738 - VISA Total:</b>					<b>\$500.67</b>
<b>Vendor: 01462 - WASTE MANAGEMENT OF KANSAS, INC.</b>					
0398305-4856-4	TRASH COLLECTION - FEB 2020	100-2220	DFT0001463	03/31/2020	\$46,096.45
0399064-4856-6	WW REFUSE - FEB 2020	520-670-7628	DFT0001462	03/31/2020	\$3,538.44
<b>Vendor 01462 - WASTE MANAGEMENT OF KANSAS, INC. Total:</b>					<b>\$49,634.89</b>
<b>Vendor: 01465 - WATER DISTRICT #7</b>					
INV0001675	WATER UTILITY SRV -22785 W 220TH- 02/18-03/19/2020	520-670-7620			\$20.78
<b>Vendor 01465 - WATER DISTRICT #7 Total:</b>					<b>\$20.78</b>
<b>Vendor: 01505 - WITHHOLDING TAX</b>					
INV0001670	KANSAS WITHHOLDING TAX PAYABLE	100-2100	DFT0001454	03/27/2020	\$4,037.53
INV0001670	KANSAS WITHHOLDING TAX PAYABLE	510-2100	DFT0001454	03/27/2020	\$160.07
INV0001670	KANSAS WITHHOLDING TAX PAYABLE	520-2100	DFT0001454	03/27/2020	\$199.41
<b>Vendor 01505 - WITHHOLDING TAX Total:</b>					<b>\$4,397.01</b>
<b>Grand Total:</b>					<b>\$502,749.94</b>

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: GLENDA GERRITY, CITY CLERK  
MEETING DATE: APRIL 9, 2020  
DATE: APRIL 1, 2020

---

**Consent Item:** Special Event Permit: Let Your Light Shine Family 1-Mi Walk/5K Run, Josh & Michele Evans

**Background:** Michele Ivans submitted a special event application for a 1-Mi Walk/5K Run to be held on May 23, 2020 from 6:15a.m. to Noon. The race is scheduled to begin at 8:30a.m. with the start/finish at Life Spring Church, 206 N. Webster, Spring Hill, KS. If the City is still under any restrictions due to COVID-19, the back-up date is scheduled for September 5, 2020.

**Analysis:** The application and required documents were accepted by the City Clerk's office. Ms. Ivans met with the Sgt. Sjolund about the route and volunteers will be posted at each intersection to assist the Spring Hill Police Department with traffic control. The City will provide cones and barricades to help mark the route. A portion of the route runs in the center lane of Webster Street from Lawrence to Sycamore Drive and a water station will be located at South Street & Main Street. Walkers will remain on the sidewalk. Staff will request that Mrs. Ivans meet with the Police Department at least two weeks before the event for final review of the route and volunteer locations.

**Alternatives:** Approve the Permit  
Deny the Permit

**Legal Review:** The application was reviewed by the Spring Hill Police Department, Spring Hill Streets Department, Johnson County Fire District No. 2 and Risk Manager with no issues to report. The certificate of insurance was approved.

**Funding Review or Budgetary Impact:** Overtime in the Police Department is unavoidable if additional police coverage is needed.

**Recommendation:** Staff recommends a contingency approval for the Special Event Application for the Let Your Light Shine Family 1-Mi Walk/5K Run to be held on May 23, 2020, contingent upon any restrictions due to COVID-19 and the back-up date of September 5, 2020, contingent upon a new certificate of insurance submitted and any restrictions due to COVID-19.

**Attachments:** Special Event Application  
Approval Permit



## CERTIFICATE OF EVENT APPROVAL

Special Event: Let Your Light Shine Family 1 mile Walk/Run 5K

Applicant: Josh & Michele Ivans

Sponsoring Organization: Josh & Michele Ivans

Event Supervisor: Michele Ivans

Contact Number: (913) 314-3535 cell phone

Date and Times of Event: May 23, 2020 6:15am – Noon - Race Begins at 8:30am

Back-up Date and Times of Event: September 5, 2020 6:15am – Noon - Race Begins at 8:30am

Type of Event: 5K Run, 1- Mile Walk

Location of Event: Life Spring Church, 206 N. Webster, Spring Hill, KS

Route (if applicable): Attached

Additional Comments or Conditions:

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

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

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

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

Issued by:

\_\_\_\_\_  
Mayor

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

Attest:

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

**SPECIAL EVENT APPLICATION**

Name of Event: 6<sup>th</sup> Annual Let Your Light Shine Family 1 mile Walk 5K - w/ Silent Auction

Name of Business/Sponsor/Organization: Avelyn SunShine Journey - w/ the Miami Co. Community Foundation

Type of Event: 1 mile walk, 5K, silent auction

Address / Vicinity of Proposed Event /Route: see attached

Application Date: 1.15.2020 Start Date: 5.23.2020 End Date: 5.23.2020

Hours of Event: 6:15am to Noon (race starts @ 8:30am)

**APPLICANT / AUTHORIZED REPRESENTATIVE**

Name: Josh & Michele Ivans

Address: 20131 W-223<sup>rd</sup> Ter. City: Spring Hill Zip: 66083

Phone: 913-314-3535 Fax: \_\_\_\_\_ Email: micheleivans@gmail.com

**PROPERTY OWNER**

Name: Life Spring Church - Kim Sterrett or Paul Sorrels

Address: 206 N. Webster City: Spring Hill Zip: 66083

Phone: 913-592-5433 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Name: Michele Ivans - see above

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

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

**ATTACHMENTS INCLUDED:**

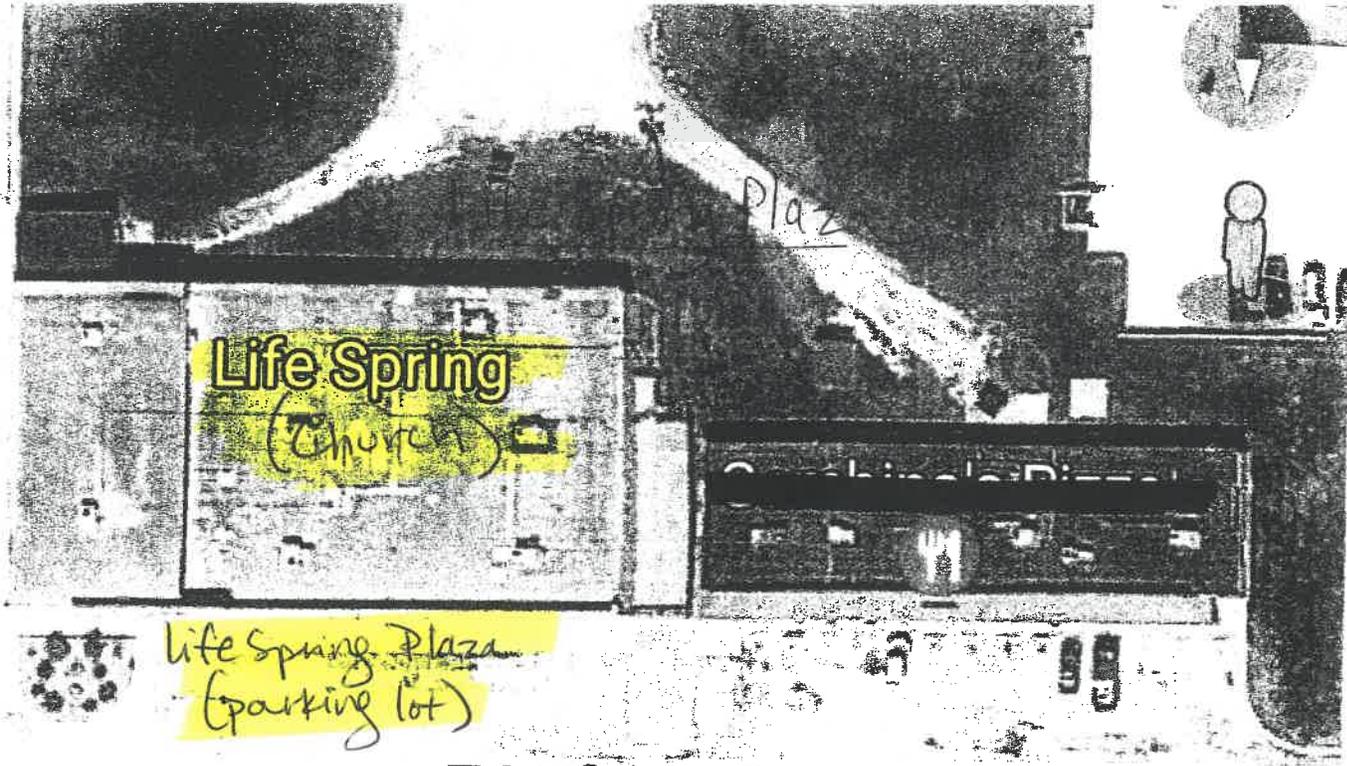
- List of Services requested to be provided by the City of Spring Hill
- Site Plan showing the location of proposed activities and structures in relation to existing buildings, parking areas, streets and property lines.
- Routes/Staging/Dispersion/Parking Plans
- Flyer/Brochure/Advertisement of the event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

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

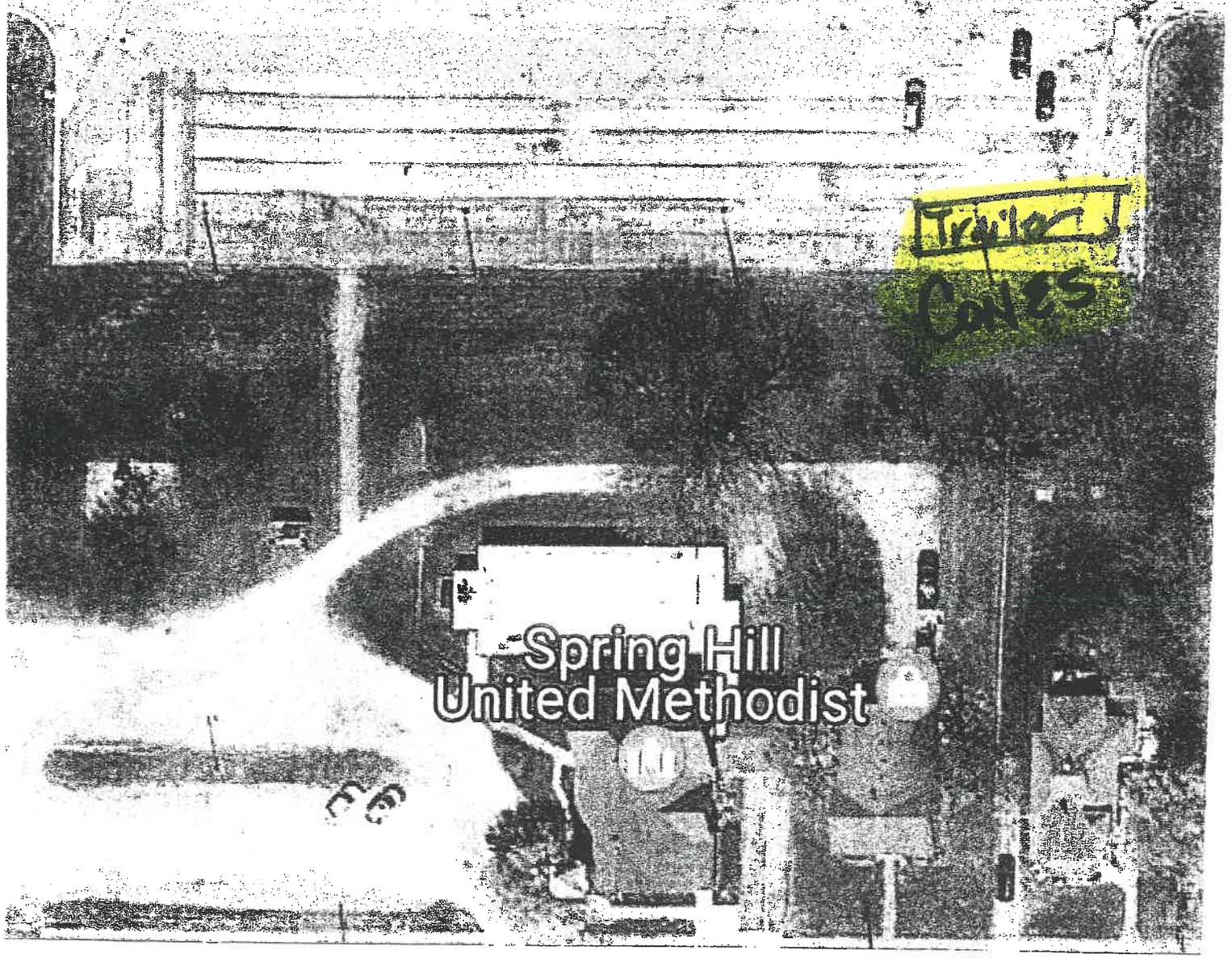
Michele Ivans  
APPLICANT'S SIGNATURE

1.15.2020  
DATE

<b>Location for Volunteers</b>				
Start/Finish Line				
Race & Wilson				
Webster & Lawrence				
Webster & Nichols				
Webster & Nichols				
Webster & Hale				
Webster & Hale				
Webster & Johnson				
Webster & Spring				
Webster & South - 4 way stop				
Webster & 217th				
Webster & Cedar				
Webster & Sycamore				
Sycamore & Race				
Sycamore & Vine				
Sycamore & Roosevelt				
Sycamore & Lincoln				
Sycamore & Lincoln Terr				
Sycamore & S. Main				
Main & South - Water Spot				
<b>Services Needed by City</b>				
Police – at least 1 officer will be available morning of race				
• I spoke w/ Sergeant Sjournal re: this				
Public Works – cones needed to be left at Life Spring Plaza parking lot the night before the race (see map)				
• I spoke w/ Dora re: this.				

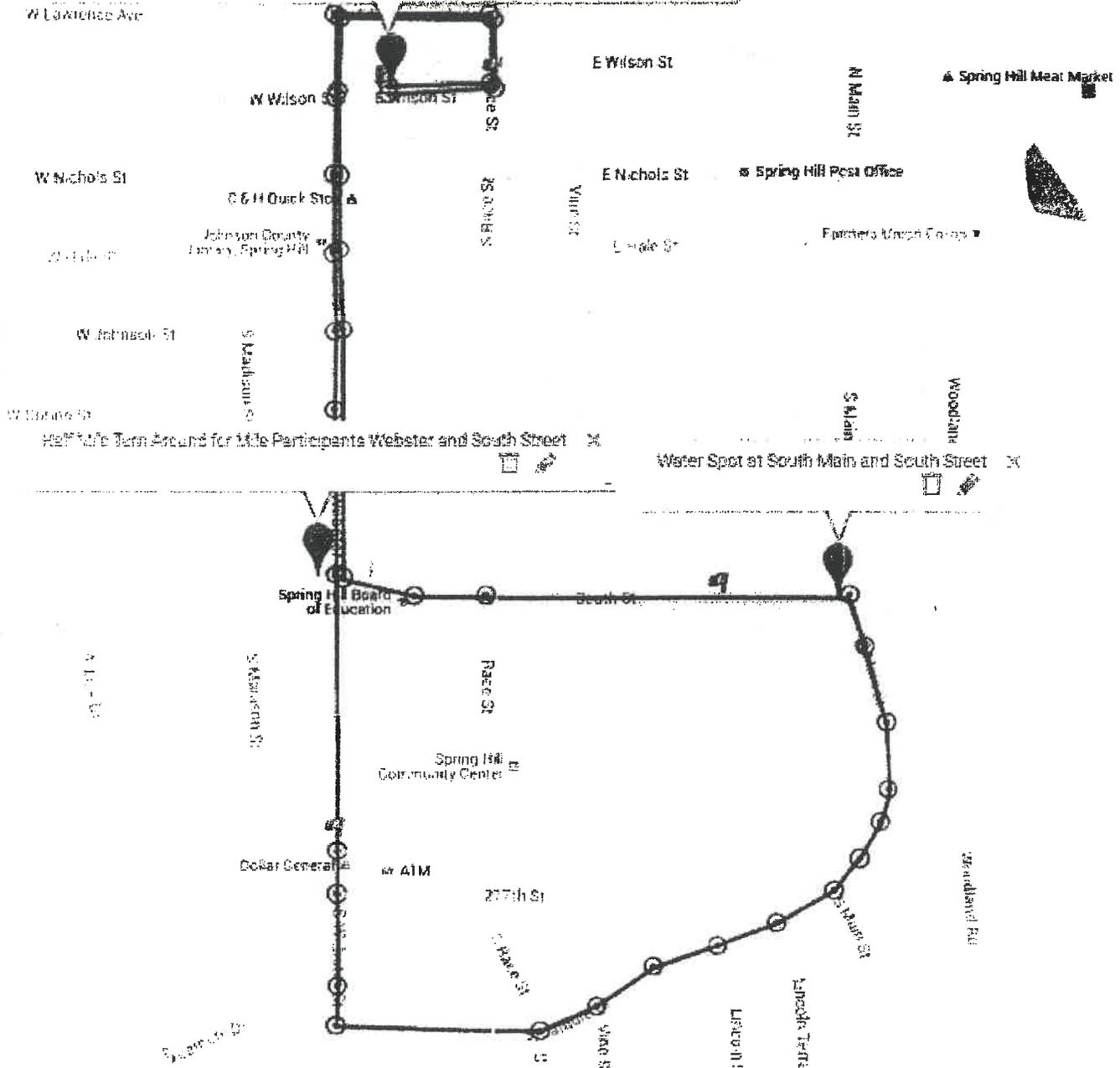


St E Wilson St E



# Route 5K

Start and End of race - Lifespring Church parking lot 206 N Webster, Spring Hill KS X

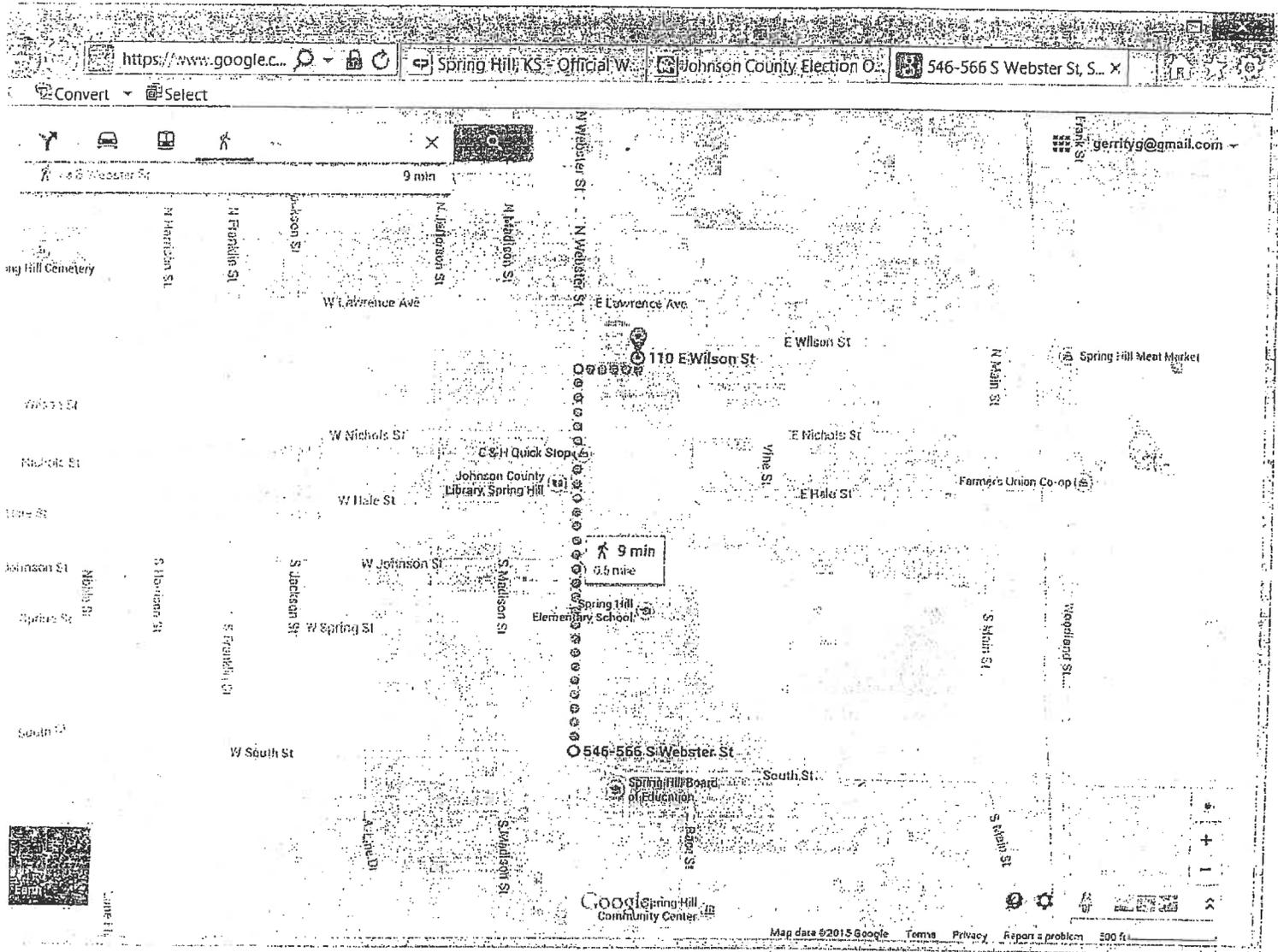


Half Mile Turn Around for Mile Participants Webster and South Street X

Water Spot at South Main and South Street X

1 mile walk

sidewalk will be used



# KICK OFF YOUR SUMMER WITH THE



## 6th Annual Let Your Light Shine Family 1 Mile Walk & 5K With Silent Auction Saturday, May 23, 2020

[www.letyourlight-shine.com](http://www.letyourlight-shine.com)

### RACE SCHEDULE

7:30 a.m. - Registration at Life Spring Church  
206 N. Webster, Spring Hill, KS

8:30 a.m. - Group Photo then Family 1 Mile Walk & 5K Begin  
7:30 a.m. - Silent Auction Begins / 9:40 a.m. - Bidding Closes

### REGISTRATION INFORMATION

Name(s) of Participant(s): Adult \_\_\_\_\_ One form per ADULT

Student(s)/Child(ren) Ages 0-18 Can Be Listed On Same Form:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

### # OF PARTICIPANTS AND REGISTRATION FEES

\_\_\_ Adult (\$20) \_\_\_ Ages 5-18 (\$15 each) \_\_\_ Ages 0-4 w/ t-shirt (\$15 each) \_\_\_ Ages 0-4 w/o t-shirt (Free)

Total # of Participants: \_\_\_ Total Fee: \_\_\_ Please make checks payable to: Avelyn SonShine Journey

I/We would like to participate in the:  1 Mile Family Walk OR  5K Walk/Run

The race will not be chip-timed, but your race time for the 5K will be announced as you cross the finish line.

SHIRT SIZE (Write Quantity): Registration forms received after May 8th may not receive a t-shirt.

ADULT: S\_\_\_ M\_\_\_ L\_\_\_ XL\_\_\_ XXL\_\_\_ YOUTH: XS\_\_\_ S\_\_\_ M\_\_\_ L\_\_\_

Funds from the race will go toward buying children's bibles. They will be distributed to local churches, as well as given to as many children and families as possible.

If you are not racing, but would like to contribute toward the purchase of children's bibles please go to [www.letyourlight-shine.com](http://www.letyourlight-shine.com) and click on the link to our fund with the Miami County Community Foundation with First Option Bank, you will find this under the DONATE paragraph. Thank You!

Waiver of Liability: In consideration of my participation in this event, I the undersigned release any and all claims for damages during the event. I hereby release the City of Spring Hill, KS, Life Spring Church, organizers, volunteers, sponsors and all associated with the Let Your Light Shine cause from any and all liability associated with this event or otherwise. I understand that there are no refunds if the event needs to be cancelled due to weather or any other unforeseen circumstances (in this case, you will still receive your t-shirt). I grant permission for taking photographs or videos to be used to promote [www.letyourlight-shine.com](http://www.letyourlight-shine.com) events. I attest and verify that I am physically fit and sufficiently trained for the walk/run event.

\_\_\_\_\_  
Adult Signature (Waiver for adult and any minors ages 0-18 listed on the form)

\_\_\_\_\_  
Date

Mail Registration and Payment To: Avelyn SonShine Journey, PO Box #21, Spring Hill, KS 66083



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2020

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising	
	PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105	
	E-MAIL ADDRESS: info@sportsinsurance-kk.com	
	PRODUCER CUSTOMER ID:	
INSURED 2000638224 CP# 8 Let Your Light Shine Family Walk & 5K Silent Auction 20131 West 223rd Street Spring Hill, KS 66083 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2000461305 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG0000007242100	05/23/20 12:01 AM	05/24/20 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii						EACH OCCURRENCE AGGREGATE
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE D&D <input type="checkbox"/> RETENTION						PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007242100	05/23/20 12:01 AM	05/24/20 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Legal Liability to Participants (LLP) limit is a per occurrence limit.  
 Event Name: Let Your Light Shine Family Walk & 5K with Silent Auction Event Date(s): 05/23/2020 # of Participants: 200  
 Event Location: Life Spring Church, 206 North Webster, Spring Hill, KS 66058  
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> City of Spring Hill P.O. Box 424 Spring Hill, KS 66083 Owner/Manager/Lessor of Premises	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Coverage is only extended to U.S. events and activities.  
 \*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.  
 ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD



**INDEMNIFICATION STATEMENT [Waiver of Liability]**

INTERMEDIATE FORM:

COMPARATIVE FORM INDEMNITY OBLIGATION WITH DEFENSE OBLIGATION

To the fullest extent permitted by law,

Michele Ivans

[hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the city of Spring Hill, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the conduct or management of the Special Event, known as Let Your Light Shine Family Mile Walk 5K on Street Avenue any condition created in or about the Special Event or any accident, injury or damage whatsoever occurring in or at the Special Event, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any alleged act or omission of the OPERATOR / SPONSOR or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether it is caused in part by the negligent act or omission of the CITY or any of its appointed and elected officials, agents, officials and employees. Notwithstanding the foregoing, the special event OPERATOR'S / SPONSOR'S obligation to indemnify the CITY or any of its appointed and elected officials, agents, officials and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence of the CITY in contributing to such claim, damage, loss and expense. In any and all claims against the CITY or any of its appointed and elected officials, agents, officials and employees, by any employee of the OPERATOR and/or SPONSOR, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for OPERATOR and/or SPONSOR under workers compensation acts, disability benefit acts or other employee benefit acts. Such workers compensation policies or plans maintained on behalf of OPERATOR and/or SPONSOR shall waive subrogation against the CITY.

Date: 1-13-2020

Michele Ivans

authorized rep Evelyn Sun Shine Journey

Title

STATE OF Kansas )

COUNTY OF Miami )

) ss:

BE IT REMEMBERED that on this 13 day of January, 2020 before me, the

undersigned, a notary public in and for the County and State aforesaid, came Michele Ivans

(Name)

authorized representative of Let Your Light Shine Family Mile Walk 5K on Street Avenue

(Official Capacity)

(Business, sponsor/organization)

who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said entity and such person duly acknowledged the execution of the same to be the voluntary act and deed of said entity.

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

Sharon S Meek

Notary Public

My Commission Expires: 2/16/20

(SEAL)



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

Event name: 6<sup>th</sup> Annual Let your Light Shine Family 1 mile Walk \$5K - w/ silent auction

Event location: starts/ends @ 206 N. Webster

Event date: 5.23.2020

Contact person: Michelle Ivans

Contact person phone number: 913.314.3535

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

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

If used, each food vendor must:

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

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

Date: 1-12-2020

Signed: Michelle Ivans

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR  
MEETING DATE: APRIL 9, 2020  
DATE: APRIL 3, 2020

---

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

**Issue:** Construction bids were submitted for Dayton Creek Special Benefit District #4. The total project cost which can be supported by the benefit district financing is \$2,180,000.00. This includes hard construction costs of approximately \$1,760,000 and other costs (related to engineering, financing, administration, and temporary note interest) of approximately \$420,000. The developer, PV Investments, has agreed to be financially responsible for and to reimburse the City for all construction costs in excess of the hard construction costs which can be paid supported by the benefit district financing.

**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

Based on the developer's agreement referenced above, and based on current estimates of temporary note interest during construction, the developer will be responsible for the difference between the \$2,412,412 low bid amount and the approximately \$1,760,000 of construction costs that can be paid by the benefit district. The developer will therefore be responsible for approximately \$655,000 in construction costs which cannot be included in the benefit district.

**Analysis:** The proposed Funding Agreement has been reviewed by city staff, the developer and legal representation.

The Agreement provides that once the infrastructure improvements are 75% complete, the Developer shall make an initial deposit of Three Hundred Thousand Dollars (\$300,000), ("Deposit"), which shall be held by the City in escrow and used for funding completion of construction. If the City determines the Deposit is insufficient to fully fund completion of construction, the Developer shall deposit additional funds with the City that are necessary to fully fund construction. 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.

**Alternatives:** Approval, denial, table pending further review

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

**Funding Review or Budgetary Impact:**

## AGENDA ITEM REVIEW SHEET

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**Recommendation:** Staff recommendation is for approval of the Resolution, including the Funding Agreement for the Dayton Creek Benefit District 4 Plat 6.

**Attachments:**

Resolution authorizing Funding Agreement  
Proposed Funding Agreement

**RESOLUTION NO. 2020-R-\_\_**

**A RESOLUTION APPROVING DAYTON CREEK SIXTH PLAT SPECIAL BENEFIT DISTRICT FUNDING AGREEMENT BETWEEN THE CITY OF SPRING HILL AND PV INVESTMENTS, LLC.**

**WHEREAS**, in connection with the development of the Dayton Creek Sixth Plat (“**Subdivision**”), the City of Spring Hill, Kansas (“**City**”), approved a Petition for Dayton Creek Sixth Plat Improvement District (“**SBD Petition**”) submitted by PV Investments (as developer), which provides for the creation of an improvement district (“**SBD**”) to finance 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**, the Project Costs represent the sum of: (i) a portion of the hard construction costs necessary to construct the Public Improvements (the “**SBD Construction Costs**”); and (ii) the engineering, administrative, and financing fees and costs associated with the SBD; and

**WHEREAS**, it is estimated that, after the engineering, administrative and financing fees and costs, the SBD will be able to finance SBD Construction Costs of approximately \$1,760,000; and

**WHEREAS**, the method of assessments for property within the SBD is for each lot to be assessed an equal share of the Project Costs rather than assessed based upon square footage, and it was anticipated that PV Investments, LLC would need to pay the difference between the total construction costs for the Public Improvements and the SBD Construction Costs which could be financed through the SBD (such difference, the “**Excess Costs**”); and

**WHEREAS**, PV Investments, LLC has agreed to be financially responsible to pay to the City the amount of the Excess Costs; and

**WHEREAS**, pursuant to the SBD Petition and Section 2.4 of the City’s Purchasing Policy, the City initiated a public sealed bid based on the Opinion of Probable Construction Costs for the Subdivision prepared by the City’s Engineer, Lamp Rynearson, Inc. (“**City Engineer**”) which was \$2,872,934; and

**WHEREAS**, the lowest bid submitted was \$2,414,788.00, resulting in the bid amount being approximately \$655,000 in excess of the estimated SBD Construction Costs of \$1,760,000; and

**WHEREAS**, because the construction contract bid amount is in excess of the estimated SBD Construction Costs of \$1,760,000, the City has requested that the PV Investments, LLC execute a funding agreement that provides for the payments by PV Investments LLC of the authorized funding amount in excess of such estimated SBD Construction Costs.

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

**SECTION 1: Approval of Funding Agreement.** The Governing Body hereby approves the Funding Agreement and it authorizes execution of the Funding Agreement by and between the City of Spring Hill, Kansas (“City”) and PV Investments, LLC in substantially the form presented to the Governing Body at this meeting a copy of which is attached hereto, marked Exhibit B.

**SECTION TWO: Execution of Documents and Authority of Mayor and City Clerk.** The Mayor and City Clerk are hereby authorized to execute the Funding Agreement and such other documents as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution in connection with the Funding Agreement.

**SECTION THREE: Effective Date.** This Resolution shall take effect and be in force form and after its passage and approval by the Governing Body of the City.

**ADOPTED 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

**EXHIBIT A**  
**SBD PETITION**

*[to be inserted]*

## PETITION FOR DAYTON CREEK SIXTH PLAT IMPROVEMENT DISTRICT

To: The City of Spring Hill, Kansas (the "City")

The undersigned, being the owner of record of 100% of the property liable for assessment for the proposed improvements described herein to be located within the City, hereby submits a petition (the "Petition") to the City to create a special improvement district, authorize the construction of the proposed public improvements hereinafter set forth, and collect special assessments all in the manner provided by K.S.A §12-6a01 et seq. (the "Act"). In furtherance of such request, the petitioner states as follows:

(A) The public improvements proposed to be made in the City under this Petition are: construction of improvements on all internal local streets shown on Dayton Creek Sixth Plat and arterial and collector roads benefitting Dayton Creek Sixth Plat, all of which will include curbs and gutters, asphaltic pavement surfacing, and sidewalks and landscaping; sanitary and storm sewers benefitting Dayton Creek Sixth Plat; preliminary and final engineering; survey; staking; grading; erosion control; construction supervision/inspection; testing; related improvements; City administrative costs; legal fees; and costs associated with the bond and interest expense associated with financing the improvements.

(B) The maximum estimated or probable cost of the improvements attributable to the proposed improvement district is \$2,180,000.

(C) The boundaries of the proposed improvement district consist of approximately 28.068 acres and are legally described on the attached Exhibit A, along with the boundary map attached as Exhibit B, which are incorporated herein by reference ("Improvement District").

(D) The method of assessment is: equally per platted lot on all property within the Improvement District excluding public right-of-way, public parks, storm water retention or detention areas, association common areas, and publicly owned easements or similar areas not owned by individual lot owners. The platted lots to be assessed are described on attached Exhibit C and depicted on attached Exhibit D, each of which are incorporated herein by reference. The proposed term of the Improvement District shall be up to a maximum of 20 years.

(E) The apportionment of the cost of the improvements, between the Improvement District and the city-at-large, is: 100% to be assessed against the Improvement District and 0% to be paid by the city-at-large.

(F) As the owner(s) of 100% of the property in the Improvement District, it is acknowledged that: (i) this Petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto; (ii) the Improvement District does not include all properties which may be deemed to benefit from the proposed improvements; and (iii) the signers' names may not be withdrawn from this Petition by the signers thereof after the Governing Body commences consideration of the Petition or later than seven (7) days after filing, whichever occurs first. Each signer represents that he/she understands the proposed improvement and assessment of costs and his/her signature is voluntary.

(G) The undersigned further requests the City adopt a resolution authorizing the described improvements without notice and hearing as required by subsection (a) of K.S.A. 12-6a04.

(H) The undersigned represents that all purchasers of residential lots within the Improvement District purchasing directly from the undersigned shall execute acknowledgments that assessments are to be levied against the property as the result of the improvements financed by the Improvement District, and the undersigned shall timely furnish copies of such acknowledgments to the City.

*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.*

IN WITNESS WHEREOF, the undersigned petitioner has executed the above this Petition to create the Improvement District on the date recorded below.

PV INVESTMENTS, LLC,  
a Kansas limited liability company

By: [Signature]  
Name: Dr. Bradley Vince  
Title: Manager  
Date: 10-22-19

Legal description of property owned within proposed district:

**See attached Exhibits A, B, C and D**

**VERIFICATION**

The undersigned hereby certifies that I circulated the petition and personally witnessed the signing of the petition by each person whose name appears thereon.

[Signature]  
Signature

Subscribed and sworn to before me this 22<sup>nd</sup> day of October 2019.

Mary Berlin  
Notary Public in and for said  
County and State

[Seal]

My Commission Expires: 10/06/20



THIS PETITION was filed in the office of the City Clerk on October 23, 2019.



Menda Penick  
City Clerk

**EXHIBIT A**

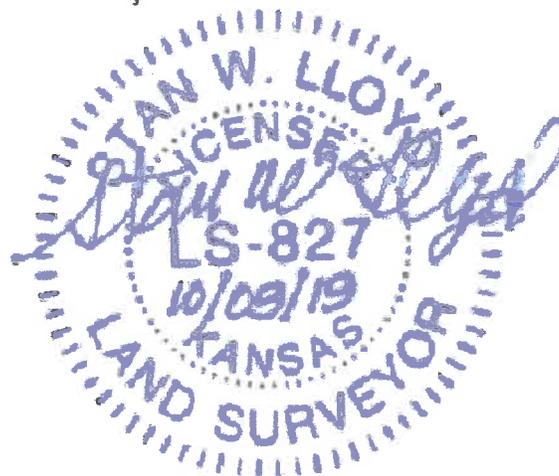
**IMPROVEMENT DISTRICT BOUNDARIES LEGAL DESCRIPTION**

Dayton Creek, Sixth Plat – Revised: October 21, 2019  
Improvement District Boundary Legal Description:

All of DAYTON CREEK, SIXTH PLAT a subdivision of land in the City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 35; thence N 2° 09' 59" W, along the East line of said Southwest 1/4, a distance of 1338.69 feet, to a point on the East extension of the South line of a 160 foot K.C.P.&L. Company Easement filed in Miscellaneous Book 170 at Page 258 in the Office of the Register of Deeds, Johnson County, Kansas; thence N 81° 52' 53" W, along said South line, a distance of 1846.23 feet, to the Point of Beginning said point also being the Northeast corner of DAYTON CREEK, FIFTH PLAT, a subdivision of land in the City of Spring Hill, Johnson County, Kansas; thence continuing N 81° 52' 53" W, along the South line of said K.C.P.&L Company Easement and along the North line of said DAYTON CREEK, FIFTH PLAT, a distance of 839.05 feet, to a point on the West line of SW 1/4 of said Section 35; thence N 2° 07' 16" W, along the West line of the SW 1/4 of said Section 35, a distance of 840.30 feet, to the NW corner of the SW 1/4 of said Section 35; thence N 2° 06' 48" W, along the West line of the NW 1/4 of said Section 35, a distance of 743.96 feet; thence N 87° 53' 02" E, a distance of 180.01 feet, to a point of curvature; thence Northeasterly along a curve to the left, having a radius of 20.00 feet, a central angle 90° 00' 00", and an arc distance of 31.42 feet; thence N 87° 53' 02" E, a distance of 50.00 feet, to a point on a curve; thence Southeasterly along a non-tangent curve to the left, having an initial tangent bearing of S 2° 06' 58" E, a radius of 25.00 feet, a central angle of 90° 00' 00", and an arc distance of 39.27 feet; thence N 87° 53' 02" E, a distance of 215.00 feet, to a point of curvature; thence Northeasterly along a curve to the left, having a radius of 25.00 feet, a central angle of 90° 00' 00", and an arc distance of 39.27 feet to a point of tangency; thence N 87° 53' 02" E, a distance of 50.00 feet, to a point on a curve; thence Southeasterly along a non-tangent curve to the left, having an initial tangent bearing of S 2° 06' 58" E, a radius of 25.00 feet, a central angle of 90° 00' 00", and an arc distance of 39.27 feet; thence N 87° 53' 02" E, a distance of 81.74 feet, to a point of curvature; thence Southeasterly along a curve to the right, having a radius of 525.00 feet, a central angle of 11° 33' 58", and an arc distance of 105.98 feet, to a point of reverse curvature; thence Northeasterly along a curve to the left, having an initial tangent bearing of S 80° 33' 00" E, a radius of 25.00 feet, a central angle of 80° 16' 40", and an arc distance of 35.03 feet; thence N 19° 10' 20" E, a distance of 7.90 feet; thence S 70° 49' 40" E, a distance of 50.00 feet; thence N 19° 10' 20" E, a distance of 13.45 feet, to a point of curvature; thence Northerly along a curve to the left, having a radius of 225.00 feet, a central angle of 21° 15' 02", and an arc distance of 83.45 feet; thence S 70° 49' 40" E, a distance of 504.92 feet; thence S 19° 10' 20" W, a distance of 95.00 feet; thence S 70° 49' 40" E, a distance of 60.00 feet, to a point on a curve; thence Southeasterly along a non-tangent to the left, having an initial tangent bearing of S 19° 10' 20" W, a radius of 25.00 feet, a central angle of 90° 00' 00", and an arc distance of 39.27 feet; thence

S 19° 10' 20" W, a distance of 50.00 feet, to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of N 70° 49' 40" W, a radius of 25.00 feet, a central angle of 90° 00' 00", and an arc distance of 39.27 feet; thence S 19° 10' 20" W, a distance of 376.17 feet, to a point of curvature; thence Southerly along a curve to the left, having a radius of 370.00 feet, a central angle of 18° 59' 53", and an arc distance of 122.68 feet, to a point of compound curvature; thence Southeasterly along a curve to the left, having an initial tangent bearing of S 0° 10' 27" W, a radius of 25.00 feet, a central angle of 91° 13' 26", and an arc distance of 39.80 feet; thence S 1° 02' 59" E, a distance of 50.00 feet; thence N 88° 57' 01" E, a distance of 104.92 feet; thence S 1° 02' 59" E, a distance of 208.29 feet; thence S 72° 14' 53" E, a distance of 37.83 feet; thence S 68° 57' 49" W, a distance of 4.89 feet; thence S 34° 28' 31" W, a distance of 478.46 feet; thence S 21° 06' 53" W, a distance of 152.24 feet; thence N 81° 52' 53" W, a distance of 121.18 feet, to a point on curve; thence Southerly along a non-tangent curve to the left, having an initial tangent bearing of S 2° 55' 08" E, a radius of 470.00 feet, a central angle of 22° 14' 21", and an arc distance of 182.43 feet; thence S 25° 09' 29" E, a distance of 82.79 feet; thence S 64° 50' 31" W, a distance of 60.00 feet; thence N 25° 09' 29" W, a distance of 82.79 feet, to a point of curvature; thence Northwesterly along a curve to the right, having a radius of 530.00 feet, a central angle of 5° 08' 04", and an arc distance of 47.49 feet, to the Point of Beginning, except Lot 240, said DAYTON CREEK, SIXTH PLAT, containing 1,222,659± Sq. Ft. or 28.068± Acres.





**EXHIBIT C**

**PLATTED RESIDENTIAL LOTS TO BE ASSESSED**

Dayton Creek, Sixth Plat, Lot 176	Dayton Creek, Sixth Plat, Lot 206
Dayton Creek, Sixth Plat, Lot 177	Dayton Creek, Sixth Plat, Lot 207
Dayton Creek, Sixth Plat, Lot 178	Dayton Creek, Sixth Plat, Lot 208
Dayton Creek, Sixth Plat, Lot 179	Dayton Creek, Sixth Plat, Lot 209
Dayton Creek, Sixth Plat, Lot 180	Dayton Creek, Sixth Plat, Lot 210
Dayton Creek, Sixth Plat, Lot 181	Dayton Creek, Sixth Plat, Lot 211
Dayton Creek, Sixth Plat, Lot 182	Dayton Creek, Sixth Plat, Lot 212
Dayton Creek, Sixth Plat, Lot 183	Dayton Creek, Sixth Plat, Lot 213
Dayton Creek, Sixth Plat, Lot 184	Dayton Creek, Sixth Plat, Lot 214
Dayton Creek, Sixth Plat, Lot 185	Dayton Creek, Sixth Plat, Lot 215
Dayton Creek, Sixth Plat, Lot 186	Dayton Creek, Sixth Plat, Lot 216
Dayton Creek, Sixth Plat, Lot 187	Dayton Creek, Sixth Plat, Lot 217
Dayton Creek, Sixth Plat, Lot 188	Dayton Creek, Sixth Plat, Lot 218
Dayton Creek, Sixth Plat, Lot 189	Dayton Creek, Sixth Plat, Lot 219
Dayton Creek, Sixth Plat, Lot 190	Dayton Creek, Sixth Plat, Lot 220
Dayton Creek, Sixth Plat, Lot 191	Dayton Creek, Sixth Plat, Lot 221
Dayton Creek, Sixth Plat, Lot 192	Dayton Creek, Sixth Plat, Lot 222
Dayton Creek, Sixth Plat, Lot 193	Dayton Creek, Sixth Plat, Lot 223
Dayton Creek, Sixth Plat, Lot 194	Dayton Creek, Sixth Plat, Lot 224
Dayton Creek, Sixth Plat, Lot 195	Dayton Creek, Sixth Plat, Lot 225
Dayton Creek, Sixth Plat, Lot 196	Dayton Creek, Sixth Plat, Lot 226
Dayton Creek, Sixth Plat, Lot 197	Dayton Creek, Sixth Plat, Lot 227
Dayton Creek, Sixth Plat, Lot 198	Dayton Creek, Sixth Plat, Lot 228
Dayton Creek, Sixth Plat, Lot 199	Dayton Creek, Sixth Plat, Lot 229
Dayton Creek, Sixth Plat, Lot 200	Dayton Creek, Sixth Plat, Lot 230
Dayton Creek, Sixth Plat, Lot 201	Dayton Creek, Sixth Plat, Lot 231
Dayton Creek, Sixth Plat, Lot 202	Dayton Creek, Sixth Plat, Lot 232
Dayton Creek, Sixth Plat, Lot 203	Dayton Creek, Sixth Plat, Lot 233
Dayton Creek, Sixth Plat, Lot 204	Dayton Creek, Sixth Plat, Lot 234
Dayton Creek, Sixth Plat, Lot 205	Dayton Creek, Sixth Plat, Lot 235
	Dayton Creek, Sixth Plat, Lot 236
	Dayton Creek, Sixth Plat, Lot 237
	Dayton Creek, Sixth Plat, Lot 238
	Dayton Creek, Sixth Plat, Lot 239



**EXHIBIT B**  
**FUNDING AGREEMENT**

*[to be inserted]*

**DAYTON CREEK SBD FUNDING AGREEMENT**  
**SIXTH PLAT**

**This Dayton Creek Funding 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, as set forth in the Improvement Agreement Dayton Creek 6<sup>th</sup> Plat dated August 8, 2019 and recorded in Book 201909, Page 004842 (“**Subdivision Public Improvements**”), the City approved a Petition for Dayton Creek Sixth Plat Improvement District (“**SBD Petition**”) submitted by PV Investments (as developer), which provides for the creation of an improvement district (“**SBD**”) to finance the design and construction of a portion of the Subdivision Public Improvements for the maximum estimated or probable cost of \$2,180,000 (“**SBD Project Costs**”) - see Petition attached as **Exhibit A**; and

**WHEREAS**, the SBD Project Costs represent the sum of: (i) a portion of the hard construction costs necessary to construct the Subdivision Public Improvements (the “**SBD Construction Costs**”); and (ii) the engineering, administrative, and financing fees and costs associated with the SBD Project Costs (the “**SBD Soft Costs**”); and

**WHEREAS**, it is estimated that, after subtracting the SBD Soft Costs from the SBD Project Costs, the SBD will be able to finance SBD Construction Costs of approximately \$1,760,000; and

**WHEREAS**, pursuant to the SBD 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, the sealed bids were submitted to and evaluated by the City Engineer and the bid finally accepted by the City to construct the Subdivision Public Improvements is in the amount of \$2,414,788; and

**WHEREAS**, PV Investments has agreed to be financially responsible for, and to pay the City for, the difference between the bid amount for the Subdivision Public Improvements and the SBD Construction Costs financed through the SBD, which is approximately \$655,000 (such difference, the “**Excess Costs**”); and

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

1. Deposit. At such time as the Subdivision Public Improvements are determined by the City to be 75% complete, PV Investments shall make an initial deposit of Three Hundred Thousand Dollars (\$300,000), (“**Deposit**”), which shall be held by the City in escrow and used for funding the Excess Costs. If and when the Deposit is determined by the City to be insufficient to fully fund completion of construction of the Subdivision Public Improvements, then PV Investments shall deposit additional funds with the City (“**Additional Funds**”), as are necessary to fully fund the Excess Costs within ten (10) days of receipt of a statement from the City evidencing the amount required to fully fund the Excess Costs. The parties agree that if adjustments to actual final costs to construct the Subdivision Public Improvements are needed to fully fund the Excess Costs, then PV Investments shall make such additional deposits as deemed necessary by the City. Such additional deposits shall be made within ten (10) days after the Subdivision Public Improvements are fully completed and accepted by the City, and the total costs of the Public Improvements have been determined, and copies of lien waivers from the payees have been provided to PV Investments.
2. Disbursement of Funds. The City shall disburse the Deposit and Additional Funds to the contractor selected to complete the Subdivision Public Improvements pursuant to the awarded contract (“**SBD Contractor**”). The City shall send to PV Investments a record copy of each disbursement made to the SBD Contractor pursuant to this Agreement within five (5) business days of such disbursement.
3. 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, **but not obligated**, 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 **party** shall be entitled to recover its costs, including reasonable attorneys’ fees, from the non-prevailing **party**.
4. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other parties.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. No Offset. Payment to be made by PV Investments to City under this Agreement shall be made without offset of any amount that PV Investments does or may claim, now or in the future, is due or is owed by City to PV Investments.

*[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:  
\_\_\_\_\_

**“PV INVESTMENTS”**

**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)

**Exhibit A**

081877/492379-72772415.7

081877/492379-72772415.10

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: DANIEL G. MILLER, P.E.  
MEETING DATE: April 9, 2020  
DATE: March 31, 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 6<sup>th</sup> 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 6<sup>th</sup> 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:** Mayor and City Council  
**From:** Frank Jenkins Jr., City Attorney  
**Date:** April 2, 2020  
**Meeting:** April 9, 2020

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**Formal Item:** Consider adoption of a Charter Ordinance exempting the City from the Kansas Pawnbrokers and Precious Metal Dealers Act (K.S.A. 16-706 et seq.) for the purpose of subsequently adopting a regular ordinance on the same subject matter including substitute provisions to apply specifically to Spring Hill.

**Issue:** City licensing of pawnbroker and precious metal dealers.

**Background/Analysis:** At the present time the City does not have pawnbrokers and precious metal businesses within its corporate limits. In the event the City would receive an application for these businesses, it is the recommendation of the City that the Governing Body consider adoption of regulations that would apply to the licensing of these businesses.

In conjunction with this issue, the Planning Commission conducted a hearing on March 5, 2020 and recommended to the Governing Body to amend its Spring Hill Uniform Zoning Ordinance to include pawnbrokers and precious metal dealer businesses as permitted commercial uses within M-1 Districts.

The Kansas Pawnbrokers and Precious Metal Dealers Act (K.S.A. 16-706 et seq.) does contain regulations that require any person who desires to operate a pawnbroker or precious metal business, to obtain a license approved by the Governing Body. To properly administer and regulate the licensing process, it is recommended that the City consider adopting an ordinance that follows the state statute but also would include additional provisions that would be intended to address specific concerns of Spring Hill. Many other municipalities have utilized this approach.

To accomplish this objective, the following is the two-step process:

1. Charter Ordinance. The City would adopt a Charter Ordinance that exempts the City from the Kansas Pawnbrokers and Precious Metal Dealers Act. A Charter Ordinance is different from a regular ordinance in the following ways:
  - A. Ordinance is to be approved by a two-thirds vote of the Governing Body which includes the Mayor.
  - B. Ordinance is published twice.
  - C. Ordinance does not become effective until 61 days after the last publication date.
  - D. Ordinance is subject to the filing of a referendum protest petition. If the petition is sufficient, the ordinance will only become effective upon approval by a majority of the electors.

Attached is a copy of the proposed Charter Ordinance. **Exhibit A.**

2. Regular Ordinance. During the 61-day waiting period, City Staff would prepare and present a regular ordinance for consideration to the Governing Body that would contain substitute or additional provisions different from the Pawnbrokers and Precious Metal Dealers Act.

**Recommendation:** Adoption of the Charter Ordinance

**Funding and Budgeting Impact:** Not applicable

**Attachment:** Charter Ordinance

**EXHIBIT A**

**CHARTER ORDINANCE NO. \_\_\_\_\_**

**A CHARTER ORDINANCE EXEMPTING THE CITY OF SPRING HILL, KANSAS, FROM THE PROVISIONS OF K.S.A. 16-706, 16-707, 16-708, 16-709, 16-710, 16-711, 16-712; 16-713, 16-714, 16-715, 16-716, 16-707, 16-718, 16-719, 16-720, AND 16-721, AND AMENDMENTS THERETO RELATING TO REGULATION OF PAWNBROKERS AND PRECIOUS METAL DEALERS**

**WHEREAS**, the City of Spring Hill, Kansas, is a city of the second class; and

**WHEREAS**, the City of Spring Hill, Kansas, deems it advisable to exempt itself from K.S.A 16-706, K.S.A. 16-707, K.S.A. 16-708, K.S.A. 16-709, K.S.A. 16-710, K.S.A. 16-711, K.S.A. 16-712, K.S.A. 16-713, K.S.A. 16-714, K.S.A. 16-715, K.S.A. 16-716, K.S. A. 16-717, K.S.A. 16-718, K.S.A. 16-719, K.S.A. 16-720, K.S.A. 16-721 and K.S.A. 16-722 for the reason that Article 7, Chapter 6 is not uniformly applicable to all cities.

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

**Section 1. Exemption.**

The City of Spring Hill, Kansas, by virtue of the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to make inapplicable to it and exempts itself from the provisions of K.S.A 16-706, K.S.A. 16-707, K.S.A. 16-708, K.S.A. 16-709, K.S.A. 16-710, K.S.A. 16-711, K.S.A. 16-712, K.S.A. 16-713, K.S.A. 16-714, K.S.A. 16-715, K.S.A. 16-716, K.S. A. 16-717, K.S.A. 16-718, K.S.A. 16-719, K.S.A. 16-720, K.S.A. 16-721 and K.S.A. 16-722 relating to the regulation of pawnbrokers and precious metal dealers. In exempting itself, the City of Sprig Hill, Kansas, finds that Chapter 6, Article 7 is not uniformly applicable to all cities.

**Section 2. Enactment of subordinate of ordinary ordinances.**

The City of Spring Hill may enact by ordinary ordinance substitute and provide additional provisions in lieu of those from which it hereby exempts itself.

**Section 3. Publication; Effective Date; Recording with the Secretary of State.**

This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper and shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on this Charter Ordinance as provided in Article 12, Section 5 Subsection (c) (3) of the Constitution of the State of Kansas. If a sufficient

petition for a referendum is filed, this Charter Ordinance shall become effective upon approval by a majority of electors voting thereon.

This Charter Ordinance upon becoming effective shall be recorded by the City Clerk in a book maintained for that purpose with a statement of the manner of adoption and a certified copy shall be filed with the secretary of state.

**PASSED** by the Governing Body by not less than two-thirds of the members-elected voting in favor thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
**STEVEN M. ELLIS, MAYOR**

(SEAL)

**ATTEST:**

\_\_\_\_\_  
**GLEND A GERRITY, CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**FRANK H. JENKINS, JR.,  
CITY ATTORNEY**