

To: Spring Hill Residents

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

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

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

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

- Meeting agendas and supporting documents are available at www.springhillks.gov under Agendas and Minutes
- Attendance at meeting will be limited to 10 individuals including Governing Body (or Board members) and staff
- Public access to meetings is available via phone or by the link to be provided at the City of Spring Hill website www.springhillks.gov. You will be able to listen to the meetings utilizing either method. The phone number along with conference ID and a website link will be posted on the city website no later than 12:00 (noon) on Thursday, May 14, 2020.
- Public comments will be accepted for agenda items only. In order to ensure that comments are available to the appropriate body, we ask that comments be submitted in writing by 12:00(noon) on the day of the meeting to cityclerk@springhillks.gov. Comments submitted will be read at the time of consideration of the agenda item referenced in the comments.
- The meeting Chair will announce prior to start of the meeting that all materials related to the agenda are available on the city's website, www.springhillks.gov, and that no additional materials will be provided at the meeting unless absolutely necessary.
- Audio of meetings will be placed on our website as soon as possible
- Council Chambers will be arranged for maximum attendance of 10 with seating to accommodate social distancing
- The meeting Chair will recognize all speakers to ensure those listening know who is speaking
- All votes will be by roll call
- Each motion will be clearly stated
- Each vote tally will be clearly announced
- For council meetings, the mayor will identify any scheduled executive sessions at the time of agenda approval. Any executive sessions will follow required protocol

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

Jim Hendershot
City Administrator



**AGENDA
CITY COUNCIL REGULAR MEETING
THURSDAY, MAY 14, 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

PRESENTATION

- Bike Walk KC, Jim Boyer

PROCLAMATION

National Adoption Month, May 2020

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: April 23, 2020, Regular Meeting
2. Appropriation Order No. 2020-05-14
3. Consider Approval of Permanent Utility and Drainage Easement: Dayton Creek, 6th Plat
4. Consider Approval of Permanent Utility Easement: Dayton Creek, 6th Plat

5. Consider Approval to Sign Agreements with KDHE for Waste Tire Grant Program
6. Consider Approval of Contract: Land Acquisition Services, The Land Company, Mr. John Amrein
7. Consider Approval of Improvement Agreement: 201st Street & Balsam Street, Brookwood Farms, Fifth Plat
8. Consider Approval of Final Plat (PLAT-000008-2019): 201st Street & Balsam Street, Brookwood Farms, Fifth Plat

FORMAL ACTION

9. Consider Ordinance: Amending Section 1-301 of the Spring Hill Municipal Code pertaining to Oaths of Office
10. Consider Ordinance: Tow Regulations relating to Abandoned or Unlawfully Parked Motor Vehicles
11. Past Due Status of Utility Bills
12. Consider Approving Names for City Parks

DISCUSSION

13. Operations Report - 2020 Outdoor Pool Season

ANNOUNCEMENTS and REPORTS

ADJOURN

Proclamation

FOSTER CARE MONTH



Whereas, Foster Care Month is a time to nationally raise awareness about foster care and its purpose, while bringing about increased community involvement.

Whereas, it is necessary for some children and youth in the community to be temporarily removed from their home to ensure their physical and emotional well-being, while providing support and services to reunify the family.

Whereas, foster and kinship parents, who open their homes to provide consistency, love, and support have an important role in the life of a child or youth in foster care and their well-being.

Whereas, there are numerous public and private organizations, state and county organizations and courts, and faith-based organizations who support the foster care system and advocate for the rights of children.

Whereas, everyone in the community plays an essential role in supporting our children's health and safety.

NOW, THEREFORE, I, Steven M. Ellis, Mayor of the City of Spring Hill, Kansas, do hereby proclaim May 2020 be recognized as **National Foster Care Month** in the City of Spring Hill, Kansas and encourage all citizens to reach out and learn how you can make a positive impact for the children and families in foster care.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Spring Hill, Kansas, to be affixed on this _____ day of _____, 2020.

Steven M Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

CITY OF SPRING HILL
CITY COUNCIL MEETING

MINUTES

April 23, 2020

7:00 P.M.

Mayor Steve Ellis

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

Staff in Attendance: **Jim Hendershot, City Administrator**
Melanie Landis, Assistant City Administrator
Glenda Gerrity, City Clerk (via telephone)
Cindy Henson, Chief of Police
Jim Boyer, Public Works Director
Patrick Burton, Community Development Director
Monakisha Jones, HR Manager

Consultants in Attendance: **Frank Jenkins, City Attorney**
Dan Miller, City Engineer

(Spring Hill City Council Meeting Called to Order at 7:01 p.m.)

CALL TO ORDER

MAYOR ELLIS: Good evening. It is Thursday, April 23rd, 7:01 p.m. This is the meeting of the Governing Body of the City of Spring Hill, a regularly scheduled meeting. I'm Mayor Steve Ellis.

INVOCATION

MAYOR ELLIS: Our first order of business will be our Invocation. Councilman Leaton has agreed to lead us in prayer. Those present who wish to do so, please stand and join us.

MR. LEATON: Dear Lord, we come together now and would like to just remind us to be considerate and mindful of those who are struggling, who have needs in our community. Help us to remember to be just kind to one another as people continue to stay in confined spaces with limited interaction with each other. Help us to also be grateful and thankful for the things that we do have and that we can do to help one another as a community. We ask You these things in Your Name we pray, amen.

PLEDGE OF ALLEGIANCE

MAYOR ELLIS: And if you would continue standing for the Pledge of Allegiance.

(Pledge of Allegiance)

ROLL CALL

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

MS. GERRITY: Yes. Mr. Leaton.

MR. LEATON: Here.

MS. GERRITY: Mr. Owen.

MR. OWEN: Here.

MS. GERRITY: Mr. Graves.

MR. GRAVES: Here.

MS. GERRITY: Mr. Eckert.

MR. ECKERT: Here.

MS. GERRITY: Mrs. Hughes.

MS. HUGHES: Here.

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

MAYOR ELLIS: Thank you very much.

APPROVAL OF AGENDA

MAYOR ELLIS: Next item is Approval of the Agenda. I have no requested staff additions or deletions. Any requested Council changes to the Agenda? Hearing none.

MR. OWEN: I guess we have a thing we talked about on the phone -- is that going to be --

MAYOR ELLIS: It's the Executive Session.

MR. OWEN: Perfect. Okay.

MR. LEATON: Mr. Leaton. Move to approve the Agenda.

MR. ECKERT: Councilman Eckert. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0.

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

MAYOR ELLIS: Just to clarify, Madam Clerk, were there no citizen remarks to be read tonight?

MS. GERRITY: Correct.

MAYOR ELLIS: Okay.

MS. GERRITY: No comments were received.

MAYOR ELLIS: Okay. Very good.

CONSENT AGENDA

1. **Approval of Minutes: March 12, 2020, Regular Meeting**
2. **Approval of Minutes: April 9, 2020, Regular Meeting**
3. **Appropriation Order No. 2020-04-23**
4. **Consider Approval of Contract: Dayton Creek Benefit District Phase IV, Sixth Plat, R.D. Johnson Excavating**

MAYOR ELLIS: The next item is approval of the Consent Agenda.

MR. LEATON: Mr. Leaton. Move to approve the Consent Agenda.

MR. OWEN: Mr. Owen. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0.

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

FORMAL COUNCIL ACTION

5. **Consider Ordinance: Annexation No. A-000012-2020, 19640 W. 207th Street, Spring Hill, KS, Samuel J. Abbott**

MAYOR ELLIS: The first of our Formal Council Action items is consideration of an ordinance. This will be an annexation of 19640 W. 207th Street in Spring Hill.

Mr. Burton, welcome to the room. You have the floor, sir.

MR. BURTON: Good evening everyone. This is an annexation ordinance, and the Ordinance Number, I'm not sure.

MR. HENDERSHOT: Glenda has got it. Ms. Gerrity has it.

MR. BURTON: Okay. Samuel Abbot is the owner and they're petitioning. They're at 19640 W. 207th, which is north of Woodland Ridge right across 207th Street.

So, a little bit of the background there. It does adjoin the City limits. The owner has signed the petition and consent for annexation. Annexation of his property is desirable for both the owner and the City. From the owner's point of view it'll allow him future development and lot-splitting capability that the county would not allow. And they just said you're right at the City limits so you need to be in the City so they can control basically like the growth and all. The City will gain some tax value as well as he is looking to develop in the future. And with the new phase of Woodland Ridge that now makes another connection point on the 207th there will be sewer available right there across the street. Both the engineer and I have looked at that and made sure that it is accessible from the north, from this property actually.

So, the alternative is to deny the annexation. Mr. Jenkins, the City Attorney, has reviewed the documents and wrote the ordinance if I remember correctly. And then all the annexation application and the exhibit, it's 19.72 acres.

MR. LEATON: Do we have an ordinance number for this? We have an annexation number, but -

MS. GERRITY: Yes.

MR. BURTON: I didn't --

MR. LEATON: She was saying yes. Madam Clerk, the ordinance number, please.

MS. GERRITY: 2020-02.

MR. LEATON: Mr. Leaton. Are you done, Mr. Burton?

MR. BURTON: Yes, sir. Thank you.

MR. LEATON: Mr. Leaton. Move to approve Ordinance No. 2020-02.

MR. ECKERT: Councilman Eckert. Second.

MS. HUGHES: I have a question.

MAYOR ELLIS: We have a motion and a second. Any discussion?

MS. HUGHES: Yes. I might have been reading it wrong, but it said on the actual description, except the 19.2 acres. Is that what's that saying?

MR. BURTON: Oh, did it? That came from --

MS. HUGHES: Because I -- you said just now that it included it, but when I --

MR. BURTON: It should be 19 point --

MR. LEATON: What it says right in here, and I got it a little bit bigger. It says, "... thereof and except that part in road, containing ..."

MS. HUGHES: Is it? Yeah. [Inaudible].

MR. BURTON: Except or the road right-of-way.

MS. HUGHES: Except for the road, that was [inaudible].

MR. BURTON: Yes.

MR. LEATON: Containing 19.72 acres, more or less.

MS. HUGHES: I just wanted to make sure it was the whole thing.

MR. BURTON: Sure.

MR. LEATON: When I originally read it I had the same question.

MS. HUGHES: Okay. [Inaudible]. Yes.

MAYOR ELLIS: Any other discussion? If not, it's an ordinance and we'll vote by roll. Madam Clerk, if you would call the roll of the Council, please.

MS. GERRITY: Mr. Eckert.

MR. ECKERT: Yes.

MS. GERRITY: Mr. Owen.

MR. OWEN: Yes.

MS. GERRITY: Mr. Graves.

MR. GRAVES: Yes.

MS. GERRITY: Mrs. Hughes.

MS. HUGHES: Yes.

MS. GERRITY: Mr. Leaton.

MR. LEATON: Yes.

MAYOR ELLIS: Ordinance carries 5-0-0. Thank you, Mr. Burton.

MR. BURTON: You're welcome.

MAYOR ELLIS: Don't go too far.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve Ordinance No. 2020-02. The motion carried 5-0-0.]

6. Consider Approval Resolution No. 2020-R-05: Designating the Days Authorized for the Discharge of Fireworks

MAYOR ELLIS: The next item on the agenda is consideration of approval of a resolution designating authorized days for the discharge of fireworks. Mr. Burton, you still have the floor.

MR. BURTON: Thank you. So, in Section 6-104, the Spring Hill Municipal Code, it requires the Governing Body to annually establish the legal dates for discharge of fireworks. Every year the Governing Body does this. The flexibility of the dates were created to allow weekend celebrations in the community with the legal discharge of fireworks.

As noted above, the flexibility for the -- to allow fireworks through the weekend by the City residents. This year July 4th falls on a Saturday. This is establishing the dates for discharge as July 2nd, 3rd, 4th, and 5th. That would be a Thursday through Sunday. The hours of discharge would remain 8 a.m. to 11 p.m. And then also a date for discharging fireworks on New Year's holiday would be December 31st through January 1, 11 p.m. to 12:30 a.m.

You can deny, approve, or direct staff to further review the issue. The City Attorney has reviewed the draft resolution. The funding -- and it is the staff's recommendation for approval of Resolution --

MAYOR ELLIS: Resolution Number, Madam Clerk.

MS. GERRITY: Can you hear me, Mayor?

MAYOR ELLIS: Yes.

MS. GERRITY: Okay. Resolution No. 2020-R-05.

MR LEATON: 0-5.

MR. BURTON: Okay. So, it's the recommendation of staff to approve Resolution No. 2020-R-05, establishing the legal dates of discharge of fireworks.

MR. LEATON: Mr. Leaton. Move to approve. Do you have a question?

MR. ECKERT: I do.

MR. LEATON: Okay. Go ahead.

MR. ECKERT: What are the dates set by the state to sell fireworks? Because that's something they set, we don't impose upon, right?

MR. BURTON: That's correct. And the dates are within that realm of the days that they set.

MAYOR ELLIS: Generally it's one or two days before --

MR. BURTON: It is.

MAYOR ELLIS: -- and another day after to give them time to kind of wind down. So, then the 28th is usually --

MR. ECKERT: Yeah. I thought it was the 28th, right. June 28th, they can go on sale which is a Monday.

MR. BURTON: Yes.

MR. ECKERT: And then they can sell July 5th also.

MR. BURTON: July 5th, yes, one day after.

MR. ECKERT: Yeah. Okay. Very good.

MR. LEATON: Move to approve Resolution No. 2020-R-05.

MR. ECKERT: Councilman Eckert. Second.

MR. LEATON: Mr. Leaton. Did I say that?

MAYOR ELLIS: You didn't. You're fine.

MR. LEATON: Sorry.

MAYOR ELLIS: Mr. Eckert.

MR. ECKERT: Councilman Eckert. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0.

MR. BURTON: Mr. Burton. Thank you all.

MAYOR ELLIS: Thank you, Mr. Burton.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve Resolution No. 2020-R-05. The motion carried 5-0-0.]

7. Consider Approval of Employee Health Insurance

MAYOR ELLIS: All right. The next item is consideration of approval of employee health insurance. We have with us this evening Monakisha Jones, our Human Resources Manager. Ms. Jones, welcome, and you have the floor.

MS. JONES: Hello everybody.

MAYOR ELLIS: Good evening.

MS. JONES: So, I'm here to talk to you about the renewal of our employee health benefits, specifically our medical, dental, vision plans with MPR, our third-party administrator. The agenda review item was sent out that had a lot of information in there. I wanted to make sure that the new Councilmembers had an understanding of where the City was last year as well as provide an overview of how we're changing for this current new year that starts in July. So, I won't read everything exactly how it is on the memo. So, if you have any questions, just feel free to ask.

But the background is that the City wants to remain a competitive municipal employer by offering a comprehensive health insurance package. So, with MPR that allows us to offer medical, dental, and vision at the most comparable rates that we can get them, and they also offer a confidential employee assistance program as well. And for the medical side of things Cigna is the partner with them. So, that's where the health insurance comes from.

With the current plans that we have there is two in-network plans and one open access plan. And historically the City has offered 90 percent of the cost of those plans for employees for single plans. And those where they have either the employee and the child, the employee and the spouse or family member, the City has compensated 80 percent of that particular plan.

So, prior to last year the raises and increases in plans have been ten percent or less, but the 2019-2020 year is where we saw a significant jump in the rates. They went up by about 23 percent. And so with that increase in rates the City was approved to absorb all of that, so the employees did not see an increase in the amount that they were paying for their plans. And with that type of change that is not something that's sustainable for the City itself. And customarily with, in case you guys don't know, I'll just give a general overview with benefits. There's several factors that impact benefits. There is the general increases in the industry as a whole, then there is the utilization by the entity, in this case the City, the health of our employees, and all of those factors that go into what is going to end up being the cost of the particular plan. And so as of last year -- when last year came around and we decided to have the City to absorb those costs, it was stated that the City would try to go out to market and see if we could get some lower rates for our employees. And so I did pursue that option, but several factors such the lack of data to support them giving us really low rates in the beginning and not being gouged or highly increased for the second year as well as issues with when we get the final numbers from MPR with regards to their rates were some of the things that decided us to say, hey, we should just go ahead and stay with MPR for right now.

And so for the upcoming year for the employee plans which starts July 1st of this year and they'll go to June 30th of 2021, the rates that we have they see an increase of about 7.8 percent for open

access plans and 8.8 percent for in-network plans. So, those rates are more favorable and in line with what we've seen in the past. But the fact that the City absorbed the 23 percent from last year that is also going to be switched over to our employees as well. So, they are going to see quite a change in their monthly premium for their benefits.

So, with that, we looked at several different options of either changing how we contribute to the plan, maybe going 90, maybe changing that kind of -- that 90-80, changing that as well as offering more plans as a way to give some flexibility to our employees. And so what we -- management landed on was going back to our true 90-80 contribution towards the monthly rate and then offering two additional plans to our employees so they can make some choices.

I do have a caveat to this that I just learned of as of today that MPR strongly recommends that we only offer three plans. So, we will need to take away two of the plans before open enrollment starts. So, that'll be a communication with our employees that if we go with five plans to give them the choice right now that two of the plans that we're offering we will not be offering next year.

MAYOR ELLIS: Could I ask why that is?

MS. JONES: Well, the direction that I was given by MPR is that -- well, okay. So, I'll take a step back. So, generally speaking, an organization the size of Spring Hill, I personally wouldn't recommend us offering more than three plans just because of our size. And when you go over three plans the managing of that plan it can be a little bit difficult. And generally employees really don't understand everything. It just confuses the whole situation. So, I understand from their standpoint of why they only want to go with three plans. But that is their policy that they only go with three plans.

MAYOR ELLIS: Okay. So, it wasn't their recommendation, it was their policy. Okay. That's what I wanted to be clear about.

MS. JONES: Yeah. So, I wanted to put that in there because I found that out today and I didn't want there to be any surprises on that.

So, the way things stand right now with the information that was sent out, with the current -- the way the budget impact is that there was a ten percent projected increase over the allocated budget dollars. So, for the remainder of this year, starting from July of 2020 to December 2020, we have a savings of about -- below the budgeted allocated amount of \$60,874.50, assuming our employees pick the same plans that they have and they stay at the same levels.

We have police officers and a street superintendent that once those -- when those vacancies are filled, and assuming they choose the highest plan available, which is the family plan, then that will impact the budget to be \$18,488.46 below the budget for the remainder of this year. I don't know what the impact for 2021 would be for the first six months because that's not decided right now.

So, with recommending returning to the 90 percent of associated costs for employees and 80 percent for dependents as well as approving the plans for MPR to include the five options, the options for the Council are to approve the plan and the rates as they are, deny the rates and direct us to research further, or table the issue. I will say that I do need to give them an answer soon only because they start the process of getting all the materials together and ensuring that we have insurance cards and everything sent out to employees before the July 1st start date.

MR. ECKERT: Ms. Jones, comparatively to other municipalities we're paying 90 for a single and 80 for a family. What are other municipalities doing?

MS. JONES: It really can range. Speaking to some of my network individuals, some of them do do a 90-80. Some of them do less and they are in bigger, a little bit cities and they maybe offer HSA dollars for the high deductible plans, so they're doing different things.

MAYOR ELLIS: Is a health savings account option something that we're looking at going forward?

MS. JONES: While the high deductible plan is one of the option that we put in here, at this time we didn't select the -- or didn't recommend providing dollars for the HSA, but that could change.

MAYOR ELLIS: No, I understand that. Right. I understand that for now.

MS. JONES: Yes.

MAYOR ELLIS: But as we move forward.

MS. JONES: Yes.

MAYOR ELLIS: Okay. Ms. Jones, I'd also, just for everyone's education, the timing of when Midwest Public Risk gives us our rate versus when they expect us to commit.

MS. JONES: Yes. So, they give us our rate about mid-March and they tell us we have to make a decision to stay with them by April 1st.

MAYOR ELLIS: Okay. And also a point of clarification, if we opt to not go with Midwest Public Risk and then decide we want to come back, they are under no obligation to take us back.

MS. JONES: Correct.

MAYOR ELLIS: So, okay. There are a few things there that I think we'll be working on over the remainder of this year with some elected officials at other municipalities to see if we can get a little better understanding of some of those policies. That has a tendency to put us over a barrel. One of the issues that we have is, is that we get the rates from other providers, but we don't really have the chance to take a deep dive and evaluate those because we just don't have enough time. The problem with getting a lower rate from a new provider is that it tends to be a teaser rate. And then the next year you may have a 20, 30, 40 percent increase based upon what their experience with you is. So, from a taxpayer perspective, we're going to be looking at how we might be able to drive some change here, but also from an employee fairness perspective as well.

MS. JONES: Right.

MAYOR ELLIS: So, Mr. Owen.

MR. OWEN: This contract is for '20 and '21, correct?

MS. JONES: Right. July --

MR. OWEN: And after that point if we elected to go to somebody else we can opt to go to somebody else, right?

MS. JONES: Uh-huh.

MR. LEATON: It's July to July. It's not a two-year contract.

MR. OWEN: So, basically we could be accepting this and then start doing research even now --

MAYOR ELLIS: Uh-huh. Correct.

MR. OWEN: -- to advance us to, you know -- my history has been we went through a retirement system to get the insurance and different options of doing how they paid for it. It was more of a cafeteria plan where the employee got a flat rate of money and they could do what they want with it and the City paid a flat rate where here it stacks up with if you have a wife or kids it's a higher rate where -- in the past, we used to have it where it was considered unfair because a single employee got a certain amount of money and a married employee got more money. But maybe these are things we could look at as we go forward in advancing or researching of a different way of doing the insurance if we need to.

MS. JONES: Yes. I will say though to clarify that while the single employee does get 90 percent of their cost, the actual costs of the plan is less as well.

MR. OWEN: Right.

MS. JONES: So, when you look at what it ends up being for the employee only and the employee plus family, the difference isn't astronomical.

MR. OWEN: It actually ends up getting pretty close then.

MS. JONES: Depending on the plan it could be a couple of hundred dollars.

MR. OWEN: Okay. All right.

MAYOR ELLIS: And we've talked about a cafeteria plan approach previously. But I think the healthcare savings account is going to be one of the key factors going forward.

MS. JONES: Oh, yes. When you go that way --

MAYOR ELLIS: Offering a high deductible and allowing people that opportunity to put money away pre-tax, transfer the excess over --

MS. JONES: Yes.

MAYOR ELLIS: -- into an investment fund for the employee. One of the other things that I think that does, anecdotally at least, I don't -- I mean I don't have any empirical evidence to support this. When it's a lot of your own money going in one tends to be maybe a little more judicious about how

that is being spent. So, I think it may help to drive a little better understanding of healthcare costs across the board and give, I think give employees a little more empowerment over their healthcare.

MS. JONES: Yes. And one of the other things that I started working on since I came in and then trying to fine tune is just the wellness strategy too that encompasses not only just the physical side of things but the emotional side of things, the social well-being side of things because all of that impacts the --

MAYOR ELLIS: Oh, absolutely. Absolutely. Delighted that you're looking into that and taking that more holistic view.

MR. LEATON: I did have a couple things. One is just a simple comment for anybody that might even be on the phone listening to this is that we're going -- we're looking at going back to the 90-80 because we paid the difference in the premiums last year, which artificially elevated it above the 80 and 90 percent last year.

MS. JONES: Yeah. Yeah. It was conservative.

MR. LEATON: And then I also had a conversation with Mr. Hendershot very similar to what Mr. Owen was talking about, but -- and Mr. Eckert, with the fact that I'd like to have us look at like with what Johnson County with what they do because they provide very good insurance. And if we can start now we might be able to see what we could do with that and maybe contact their staff. Because my wife works for the county, and it's very good insurance. The thing though that I was asking from a procedural standpoint is, is that you're saying that we're going to be below budget for the year. We have an approved budget for the year. So, I'm trying to understand why we need to actually go through the approval process and if this is just a consensus or an actual approval. Why do we need to approve it if it's a budgeted item and we're under budget?

MAYOR ELLIS: It's an actual contract that goes with it.

MR. LEATON: Are we approving the actual contract?

MAYOR ELLIS: Is my understanding. We have to actually sign an agreement with Midwest Public Risk, don't we?

MS. JONES: That's how I understand it too.

MAYOR ELLIS: Okay.

MS. JONES: And so --

MAYOR ELLIS: So, are you requesting an approval of the agreement?

MS. JONES: Uh-huh.

MAYOR ELLIS: Okay.

MS. JONES: Right.

MAYOR ELLIS: So, we don't have that agreement though, do we?

MS. JONES: No. I don't have an agreement because I didn't -- I have to select the plans that we're going to choose and go through that whole process, so.

MAYOR ELLIS: So, you want us to approve the recommendation?

MS. JONES: Yes.

MAYOR ELLIS: Okay.

MS. JONES: You approve the recommendation and then I will go in tomorrow into the system and select everything and then that will start the process. And anything that does have to approved and stuff, I can --

MR. LEATON: And then you'll be bringing a contract back to us for approval before the July date. Is what I'm understanding?

MS. JONES: That is my understanding. And I apologize if I'm not very clear on that since this is my first time doing it, but that is how I understand it to be. And so if there is any deviation from that I'll make sure that that is communicated to you guys.

MAYOR ELLIS: Okay.

MR. LEATON: Okay. So, we're just providing a procedural guidance for her for almost like a consensus and then she'll bring a contract back.

MAYOR ELLIS: We're authorizing her to actually execute it.

MR. LEATON: Right.

MAYOR ELLIS: Because I imagine once the plan is selected, she is actually the one who is executing it.

MS. JONES: Right. And one the plans are selected and everything. Because this all done online. So, I have to go in and say, yes, we're going to offer these particular five plans and then they do their side, their back end side of things and put all of that into place.

MR. LEATON: And that's why I'm asking it. Because if it's an actual contract --

MAYOR ELLIS: I don't believe that it is. Mr. Jenkins.

MR. LEATON: That's why I was getting some clarification.

MR. JENKINS: Mayor, Frank Jenkins, City Attorney. I had an opportunity to look at the type of documents that they would be submitting. Usually in a policy, an insurance policy would require some type of execution. And so if the issue is you need to move forward tonight, then it would be a motion authorizing and directing her to sign the contract. We don't normally do it that way. Just

have you sign the contract. The preferred the approach would be to have it brought back to you for formal execution.

MAYOR ELLIS: Why don't we approve the request tonight and then any follow-up documents would be brought later for approval. How about that?

MS. JONES: Yes. And if you want I can ask Melanie because she handled it last year in the absence of an HR manager and find out --

MR. LEATON: When do we have to have the executed contract? Not tomorrow though, right?

MS. JONES: No. I'm just being able to enter in the selections tomorrow.

MS. HUGHES: Because we're going back to 90 percent.

MAYOR ELLIS: That won't have any impact to Midwest Public Risk.

MS. JONES: No.

MAYOR ELLIS: That's all internal.

MS. JONES: That's internal. The only thing that Midwest -- MPR, Midwest Public Risk, needs to know is that what are three to five plans that we're going to offer so they know how to build the system to invoice us and do all of that.

MR. LEATON: And also to provide the contract probably at that point.

MS. JONES: Yes.

MR. LEATON: Okay. So, what we'll do is just provide approval for the insurance for the 20-21 plan year. Okay. All right.

MS. JONES: Yes.

MR. LEATON: Mayor, Mr. Leaton. Move to approve the health insurance rates for the 2020 to 2021 plan for the 90-80 percentage.

MR. OWEN: Mr. Owen. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0. Ms. Jones, thank you very much.

MS. JONES: Thank you, guys.

MAYOR ELLIS: We appreciate your work on this.

MS. JONES: Thank you.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Owen to approve the health insurance rates for the 2020 to 2021 plan for the 90/80 percentage. The motion carried 5-0-0.]

8. Consider Approval of Task Order for Wastewater Treatment Plant Aeration & Clarification Rehabilitation Design Engineering with Lamp Rynearson, Inc.

MAYOR ELLIS: The next item on the agenda is consideration of approval of a task order for Wastewater Treatment Plant Aeration & Clarification Rehab Design with Lamp Rynearson. Is our City Engineer here tonight?

MR. HENDERSHOT: Yes.

MAYOR ELLIS: Okay. That will be Dan Miller. Mr. Miller, you have the floor.

MR. MILLER: Good evening, Mayor and members of the Council. Somebody has got -- I don't have my second page. Which of our agenda items is first? I have two of them.

MAYOR ELLIS: This is on the task order for wastewater treatment aeration and clarification rehab.

MR. MILLER: Okay. That's the design engineering with Lamp Rynearson. Right. So, I come here before you this evening for formal -- requesting formal action on this item. The issue is to consider, as the Mayor mentioned, approval of the task order for the wastewater treatment plant aeration and clarification rehabilitation design engineering with Lamp Rynearson, Inc.

A little bit of background. This project has been in planning and in the City's program for some time. Originally it was designed to be completed in 2020 and construction in 2021. Due to the failure of Clarifier Number 1, which is the subject of our next agenda item, construction has been advanced to 2020. We're informed that the Wastewater Fund can accommodate that. This task order is for design of both the coordination of the design of the emergency repairs in that contract, and design contract administration, construction administration of the complete repair of the overall project that was previously scheduled for 2021. The task order is consistent with the previous tasks orders completed under our on-call City engineering contract. And the recommendation is being presented in accordance with the Spring Hill purchasing policy and the on-call agreement with Lamp Rynearson. The construction, as I mentioned, is being funded by the Wastewater Utility which has adequate funds for this purpose and was planning for this work.

Staff recommends the Governing Body authorize Mayor Ellis to execute the task order with Lamp Rynearson. And we have the task order attached in the amount of \$22,117, along with a detailed scope and fee estimate for that work. At this point I'd be happy to answer any questions that you might have.

MR. ECKERT: This would be considered routine maintenance?

MR. MILLER: No. It's a reconstruction of the critical elements of the aeration and clarification basins.

MR. ECKERT: Because of the failure.

MR. MILLER: Well, the next task order, the next contract is directly related to the failure. But this is -- these parts, the parts that failed would have been included in this overall project, yes.

MR. ECKERT: Thank you.

MR. MILLER: Related to it for sure.

MR. LEATON: Mr. Leaton. Move to approve the task order for water, excuse me, for wastewater treatment plant aeration and clarification rehabilitation design engineering with Lamp Rynearson, Incorporated in the amount of \$22,117.

MR. ECKERT: Councilman Eckert. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve the Task Order for Wastewater Treatment Plant Aeration & Clarification Rehabilitation Design Engineering with Lamp Rynearson, Inc. The motion carried 5-0-0.]

9. Consider Approval of Proposal for Wastewater Treatment Plant Clarifier Emergency Repairs with Enviro-Line Company, Inc.

MAYOR ELLIS: That takes us to Item Number 9, the last of our Formal Council Action Items, consideration of approval of proposal for Wastewater Treatment Plant. Mr. Miller.

MR. MILLER: Thank you, Mayor. I come before you again for a formal action request to consider the proposal with Enviro-Line. A little bit of background. The wastewater treatment plant improvements, as I mentioned, have been in planning since last year, was designed to be completed in 2020, and construction in 2021. Recently Clarifier 1 equipment failed and was taken offline. Staff is operating the plant at a maximum of half capacity right now. We're also bypassing a considerable flow just about the capacity of the lagoon system to accept flow. We can manage this period for a short period of time unless a failure occurs on the other side of the plant in Clarifier 2, which as you know is the same age and same probably similar condition as Clarifier 1. So, we're really concerned about performing emergency repairs through a contract with Enviro-Line to expedite the manufacture and installation of the critical equipment. This will allow us in a fairly short period of time to enable Clarifier 1 to be used in case there is a failure of the currently operating components. We do intend to probably leave that clarifier down and empty as long as we don't have any more failures to make it a little bit easier to get in there and begin the overall project upgrade. But if something goes wrong on the other side of the plant, we will then have the opportunity to

bring Clarifier 1 back up online and essentially be operating at half capacity but with this side of the plant instead of the side that's currently operating.

We reviewed the proposal. Enviro-Line has extensive experience with the plant as the local Schreiber representative. And all the components being replaced under this emergency contract will be compatible with the complete plant rehabilitation being designed by Lamp Rynearson.

Again, the recommendation as presented in accordance with the purchasing policy and the construction is being funded by the Wastewater Utility. Staff recommends the Governing Body authorize Mayor Ellis to execute the Enviro-Line company proposal in the amount of \$61,251. That concludes my remarks and I would be happy to answer any questions you may have.

MR. LEATON: Mr. Leaton. Question. We did talk quite a bit before the meeting with a lot of the questions I had for you on this. But one that has struck me is you have the two clarifiers, same age, same age equipment. You said that in our Capital Improvement Plan we were planning on replacing this next year.

MR. MILLER: Correct.

MR. LEATON: Were we planning on replacing both or just one next year?

MR. MILLER: All of the -- both sides of the plant.

MR. LEATON: Okay.

MR. MILLER: The equipment and the clarifiers and the aeration basins.

MR. LEATON: So, that goes back to my question is -- they're both the same age of equipment. They both could potentially fail at the same time. We had this one go first. Are we looking at going ahead and trying to -- we're still going to be on track for replacing the other one next year? Is that what we're planning on doing?

MR. MILLER: This year. We intend to get this contract fast-tracked, the overall contract, and get this work done this year this summer.

MR. LEATON: For both clarifiers?

MR. MILLER: Yes.

MS. HUGHES: Is this the dollar amount for both clarifies? Sorry for interrupting.

MR. MILLER: That's just for the design. No. The dollar is about 350 to 400,000 complete. So, the big project will be like 350. The interim that does the critical components in Clarifier 1 is the 60, what did I say, 2,000 -- \$61,000. So, this is, yeah, for the parts that go into -- some of the parts to at least get Clarifier 1 back in operation. But the overall rehab of both clarifiers, both aeration basins is around \$350,000.

MR. ECKERT: Councilman Eckert. What is the life of those products typically?

MR. MILLER: Well, the plant is 20 years old. And that was with galvanized equipment below the surface. We're going to be replacing everything below the water level with 304 stainless steel. So, we should get more than 20 years. It's served us pretty well. It's about as long you could [inaudible]. It's done pretty well, but now they're -- I think when they originally built the plant they were trying, as I understand it, you know, trying to save some economy and they put galvanized down there instead of the stainless. But we're going to put stainless back on both the temporary and the proposed repairs, the final repairs.

MR. LEATON: Mr. Leaton. To Ms. Hughes' point, are you saying we're going to pull the 300 -- are we wanting to pull that \$300,000 expense for the Capital Improvement Plan for next year into this year?

MR. MILLER: Yes.

MR. LEATON: Okay. When are we planning on doing that? And is there any impacts that we've looked at on possible utility rates?

MAYOR ELLIS: This is Steve Ellis. We had already budgeted for it next year. The Reserve Fund and the Sewer Fund is very healthy. I don't anticipate that there would be any impact to rates as a result of the change or the repairs or by moving up the improvements. That doesn't mean there wouldn't be impacts for other reasons, but not related to this.

MR. LEATON: Okay. And that's what my concern was is that we're not dipping into a reserve or something that we were expecting somewhere else to fund something and now we're hitting ourselves and getting ourselves short.

MAYOR ELLIS: Correct. But what I want to be clear though is this doesn't mean that there wouldn't be a rate increase. If we were to have a substantive loss of funds due to non-payment, any other types of issues that may come up. But specific to this issue no impact to rates as a result.

MR. LEATON: And that's one of my points though is, is that because of what we're experiencing in the market right now with the COVID-19 and other things happening, do we -- we need to probably consider maybe not being -- how aggressive we want to be on that. Because do we need to -- I guess what I'm concerned about is do we want to hold back on that and make sure that we get through all of this possibly before we start pulling and hitting reserve funds?

MAYOR ELLIS: What do we anticipate the added cost being of coming back and waiting until next year?

MR. MILLER: You know, I don't have a very good crystal ball for that, but we're getting good bid prices. And I would think that you would have a -- would get a really good bid price yet this summer, I anticipate, for the project.

MS. HUGHES: Probably bid prices are lower now because people are wanting to do projects and fill projects.

MR. MILLER: No. You know, the -- they do. Overall, there's that opportunity. It's not so much here, but in construction in general, you know, fuel prices are really low. So, asphalt, you know, other prices get down too. It's not as big a deal here, but I think you've got a good opportunity. And

I've certainly been advising my clients to go ahead and keep the engineering going on things because we have been seeing good bid prices.

MR. LEATON: Then the only concern I have is that we're going to possibly take a hit on like service fee, you know, like hook-up fees and all those other things that come along that we're looking at income into that Utility Fund. I just want us to have some --

MAYOR ELLIS: Absolutely. But just to your point after 350,000 in anticipated repairs, the Wastewater Reserve still has \$2.9 million. Some of that obviously is to protect ongoing debt payments et cetera. But it does have a healthy reserve fund. Mr. Hendershot.

MR. HENDERSHOT: Yes. Thank you. One of the things that Mr. Miller and I and some consultants from providers, et cetera, talked about was the exact thing that Mr. Eckert brought up was the age of the plant. Both basins the same age. My fear was that both basins would be down at the same time. If that's the case, then we're in a bad way as far as the wastewater treatment. We're out of operation and we're trying to adjust. Now, I've asked Mr. Boyer to develop some contingency plans in the event that that could happen. But it was critical to me to get these emergency repairs made, and realizing the condition that that basin was in, assuming the other basin was just as bad and could fail at any minute, to bring both of those to the surface now rather than wait. Just in the event has -- we can't have a total plant failure.

MAYOR ELLIS: And I think Mr. Leaton raises some really important points --

MR. HENDERSHOT: Absolutely.

MAYOR ELLIS: -- which is that, you know, we don't quite know what the economic impact to the community as a whole is going to be. But I do think that that fund is one of our healthiest funds can absorb this and help us to avoid the potential of having to repeat this repair and then still do the upgrade.

MR. LEATON: Mr. Leaton. The issue is not the 61,251 in the emergency fund it's just talking about the process going ahead. Because when I was first on Council that fund was not in very good shape at all. And we had to make a loan from one utility, the water utility to the sewer utility and I just want to make sure that we're putting in a thought process that we don't get ourselves in that position again where we have to do something like that.

MR. HENDERSHOT: Understood.

MR. LEATON: And what I'm just trying to make sure that we don't do, so.

MR. HENDERSHOT: Understood. And Ms. Landis has been brought into those conversations as well as the Mayor and I. We're confident in the direction that we're going.

MR. LEATON: Okay. Mr. Leaton. Move to approve the proposal of water -- I keep wanting to say water. Move to approve the proposal for wastewater treatment plant clarifier emergency repairs with Enviro-Line Company in the amount of \$61,251.

MR. ECKERT: Councilman Eckert. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0. Thank you, Mr. Miller.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to approve the proposal for wastewater treatment plant clarifier emergency repairs with Enviro-Line Company in the amount of \$61,251. The motion carried 5-0-0.]

ANNOUNCEMENTS AND REPORTS

MAYOR ELLIS: This takes us to Announcements and Reports. A few things to share. Sharon Mitchell, our Chamber Executive Director and CEO, has formed a Business Impact Back to Normal Business Task Force through the Chamber. I had the opportunity, along with Councilmember Graves, both of us as Chamber members, being able to participate in that. One of the things, and I think Mr. Hendershot, who participated from the City's perspective, hit the nail on the head. One of the things that was I think so promising in there, aside from the fact that there was I think a lot of positivity, a lot of support for businesses, is also the amount of planning that each of these businesses has done when it comes time to reopen in order to protect their patrons as well as to protect their staff. So, I just want to commend Ms. Mitchell for her leadership in putting that task force together. She's going to have a -- these are going to be an ongoing series of meetings and I'm just absolutely delighted with the positive outlook of our business community. So, I think that's good news for all of us.

Johnson County, Ed Eilert, Chairman of the Johnson County Commission, has also formed a task force. That one putting together thoughts with regard to whether or not the current stay-at-home orders will be extended. As you'll recall the Johnson County order was originally scheduled to expire tomorrow. Governor Kelly's order, however, supersedes that. That extends to May 3rd. And two members of the Core 4, Jackson County and Kansas City, Missouri have already extended to May 15th. Johnson County will not make the determination as to extend to May 15th until Monday, April 27th. So, unfortunately we're still in a bit of a holding pattern and don't quite know what that looks like. In the last phone call that I participated on with the mayors of Johnson County and Chairman Eilert, it appears that any reopening or back to normal is going to be in a phased approach, probably looking at who has the highest degree of congregants. So, when you have professional service firms, accountants, engineers, lawyers, they don't tend to have large groups of people coming in, those may be some of the first phasing in over a period of three or four weeks other businesses. We don't know that that's what the task force is going to come up with, but that was what was discussed last week. So, I'll be anxious to hear more from the County Commission on the 27th.

Tomorrow Mr. Hendershot should be sending out a budget impact scenario sheet that establishes budget impacts in all of our funds at a moderate level, a medium level, and a high level of anticipated impact due to COVID-19. That called for up to a 15 percent impact to property tax and a low, medium, and high to sales tax, the medium and high being 25 and 40. What I have recommended is that we budget to the worst case scenario for property tax fees and municipal court at 15 percent and that we budget to a blend between the 25 and 40 percent for sales tax. And the reason for that

is about half of our sales tax comes from the county. So, the counties share their sales tax with the cities. Miami County is about 200,000. Johnson County is about 700,000. We expect that there is going to be a pretty significant impact in Johnson County. So, those numbers will be budgeted as 40 percent loss, the City portion at 20 percent. And what you'll be able to see when you look at that is in each one of those models what is the impact. So, Mr. Hendershot is going to get that sent out tomorrow along with some notes that I think will help everybody to better understand what each one of those models is. I've also asked him to have Ms. Shupert put together a PowerPoint presentation to put online so that there is a detailed explanation for our residents as to what each scenario may mean for us.

One of the most important things to point is that there is obviously a set of scenarios for the Aquatics Center. The Aquatics Center opening on time, the Aquatics Center opening in June, the Aquatics Center not opening at all. I want to make very clear there has been no decision made on the Aquatics Center. We're going to have to take our lead from the county. The county's health official is going to tell us what we can and can't do. However, we may have to make some difficult decisions. We're still proceeding as normal. We're trying to hire lifeguards. We're making contingent offers to folks. But we are still about a dozen lifeguards short. We've got an agreement with Osawatomie, I believe. Is it the Y in Osawatomie, Mr. Hendershot?

MR. HENDERSHOT: I believe so, yes.

MAYOR ELLIS: Okay. So, the YMCA in Osawatomie to provide training. They're going to double up on weekend training programs for lifeguards. The Red Cross has extended for six months certifications for existing lifeguards. So, those whose certification would have otherwise expired won't have to get recertified this year. With all of that, we're still about a dozen people short. So, until we have a better idea of what the county may let us do with regard to the Aquatics Center we're still proceeding as normal. We still want people to apply for those positions. We're still interviewing. We're still hopeful that we'll be able to open. All right. That is all I have. Mr. Owen.

MR. OWEN: Nothing.

MAYOR ELLIS: Mr. Leaton.

MR. LEATON: To go on with what you were saying about the hiring for the pool. One thing to consider is that there will be available people probably looking for those positions and we need to make sure that people know about them. And the reason why I say that is there's people that are not getting jobs that they were going to get before. For instance, my daughter had a job, two job opportunities lined up to do internships at very good universities over the summer and they have canceled both of those. So, she is in the process of looking for a summer or possibly, depending on what happens with the schools in the fall, even a full-time job in the fall. So, my point is, is that I think there will be possibly people that would be interested in these positions. I just think we need to make sure that we keep them out there and let people know that we are 12 people short. Because I think there would be people who would be willing to take those on.

MAYOR ELLIS: And we will continue to do that.

MS. HUGHES: Do we have a plan for hygiene and cleanliness above and beyond anything we already had for when the pool opens such as like a cleaning schedule or anything like that? We do.

MAYOR ELLIS: Yes. Jim and his --

MS. HUGHES: I just want people to feel safe going to the pool when it does open. I want them to feel we've taken little extra steps and made that really clear.

MAYOR ELLIS: Right. Our Facilities Manager, Ms. Landis and Mr. Hendershot have been working on those plans.

MS. HUGHES: Great.

MAYOR ELLIS: All right. Ms. Hughes.

MS. HUGHES: I have no updates.

MAYOR ELLIS: All right. Mr. Eckert.

MR. ECKERT: Bull Creek is selling hand sanitizer. So, you can buy it in big quantities out there, so.

Also today I happened to notice that 41 Action News was getting some footage in Maple Ridge subdivision. My speculation is, is that there has been significant complaints about internet providers dropping off, failing, and performing horribly in that area. So, that may be what it's about. I hope that's what it's about and not something that would blindside us on that. So, that is it, Mr. Mayor.

MAYOR ELLIS: All right. Thank you very much. Mr. Graves.

MR. GRAVES: No reports.

MAYOR ELLIS: All right. We'll move on to Staff Reports. Mr. Hendershot.

MR. HENDERSHOT: Thank you, Mayor. I might add I've got some department heads out in the hall that have some announcements as well. My announcement this evening is that Mr. Boyer, Public Works Director, has submitted his retirement notice. And that will be effective as of May 31st. And I want to congratulate him on a long career and a well-deserved retirement. And that's all I have, sir.

MAYOR ELLIS: All right. Very good.

MS. HUGHES: Can we come back to me?

MAYOR ELLIS: Yes. Ms. Hughes.

MS. HUGHES: Sorry. Andrea Hughes. I was hoping, Mr. Hendershot, if you could provide us with an update from outside Council regarding the investigation into the internet. I know that the internet company that we had chose is on hold and we can't start contract negotiations until we get that

wrapped up. And I'd really like to know where we stand on that. I don't think we've had an update for a while.

MR. HENDERSHOT: With the District Attorney?

MS. HUGHES: Yes. I think the outside counsel was asking or keeping in contact with them about their process and how far along they've gotten.

MR. HENDERSHOT: I have not had any contact with them. Mr. Jenkins, perhaps you could provide an update to that.

MAYOR ELLIS: That comes from me.

MR. JENKINS: Frank Jenkins, City Attorney.

MAYOR ELLIS: I've got it, Frank. So, last week the District Attorney's Office received some additional information that it had requested through special counsel. Special counsel indicates that they put that together and they submitted it to the investigator. Beyond that, they don't provide an update to us as to where they're at or what they anticipate their next steps to be.

MS. HUGHES: Okay.

MAYOR ELLIS: So, that is the -- that's the latest information that I had heard.

MS. HUGHES: Thanks for the update.

MAYOR ELLIS: All right. Mr. Boyer, you have some good news. Please come up to the lectern.

MR. BOYER: Thank you. Thank you, Mr. Mayor and members of Council. Can you hear me all right through this?

MAYOR ELLIS: Yes, sir.

MR. BOYER: Okay. Thank you. Yeah. I do have some good news. It's a two-phase part good news at Brookwood Farms. I've got the -- number one is the sewer odor control system update. I've got a short presentation here. On February 27, 2020, City staff provided the last official update to City Council on the progress of installing the Evoqua Water Technologies H₂S gas and sewer odor control system for the remediation of sewer gases in Brookwood Farms.

At the time, we anticipated the installation of equipment for the first week of March. After several delays in the delivery process, the equipment was finally delivered, installed, and began feeding product last week. It's been one week since this product injection commenced in the lift stations. And as of yesterday we began seeing positive results.

At 5:14 a.m. yesterday morning H₂S levels had dropped to 1.4 ppm (parts per million). At 1:41 p.m., they dropped to 0.7 ppm. And at 3:06 p.m. yesterday H₂S was at 0.0 ppm at the outflow manhole at Brookwood Farms. During the routine field inspections and while conducting sniff tests in the area yesterday morning and afternoon and today, City staff reported no detectible outdoor sewer odor.

MAYOR ELLIS: I drove through the neighborhood and was just absolutely amazed. So, it has been -- every other time I have driven through that neighborhood I could smell the gas. Tuesday night I could smell nothing.

MR. BOYER: Yes. You could actually drive through in your vehicle and detect it. I was out walking around the neighborhood today and I was just smiling.

MAYOR ELLIS: That's excellent work. Excellent work.

MR. BOYER: You know, I was really -- I was happy for not only the residents there but as a City as a whole.

MAYOR ELLIS: Very good.

MR. BOYER: This has been a long journey for the residents of Brookwood Farms, our elected officials, City staff, and the Evoqua team and many others. I would like to thank Mayor Ellis and the members of the City Council for authorizing staff to move forward with this sewer odor remediation service from Evoqua Water Technologies. And I am confident that this method of service will provide positive sewer odor control results for years to come.

MR. OWEN: Mr. Boyer, have the residents of the area been notified?

MR. BOYER: They have. I've been in contact with them daily.

MR OWEN: Okay.

MR. BOYER: And I've had daily responses from them thanking -- thanking us --

MR OWEN: All right.

MR. BOYER: -- for the commitment and staying with it and seeing it through to the end. So, I'm glad for that. I'm glad for the residents out there.

The other part, this was a two-fold situation. Out there in that same area we had stormwater issues. We had some flooding issues on some properties there just to the west coming off that farm field. Since then the berm has been completed through there and stormwater has now stopped entering a lot of those properties now. So, that's great news for those property owners. And I think we're good to go there for a while. Time will tell. You know, hopefully there will be some development out there and we'll get some -- I think there may be some plans for some other remediation projects out there on that property. So, anything they do out there will be positive, so.

MR. LEATON: Mr. Leaton. So, you were able to go back to the developer out there, kind of something similar to what we discussed, and get them to move forward with some changes? Or were they putting it back into place of what it was before?

MR. BOYER: I can't give you any details on that because I don't know. All I know is that there was -- there was conversations. And I think the developer had some ideas to do some remediation projects out there.

MR. LEATON: So, he was able to be motivated to move forward.

MR. BOYER: I think so, yes. I think he's been motivated.

MR. OWEN: Mr. Owen. I know Mr. Boyer, they were very happy with your services as of late in talking to them. They talked to me and I had to talk to you. They were very supportive of what you had been doing for them and they appreciated it.

MR. BOYER: Thank you. That's all I've got for tonight.

MAYOR ELLIS: All right. Mr. Boyer, thank you very much.

MR. BOYER: All right. Thank you.

MAYOR ELLIS: And also Mr. Hendershot shared with us your announcement of your retirement. We certainly couldn't be more happy for you or a little bit sad for ourselves. So, congratulations. We'll look forward to your next few months here.

MR. BOYER: Thank you. Thank you very much. I appreciate that.

MAYOR ELLIS: All right. Chief Henson, you also have some good news to share tonight.

CHIEF HENSON: Well, not as exciting as that.

MAYOR ELLIS: Still pretty exciting though.

CHIEF HENSON: Well, yeah. So, Ivan Delgado, our newest officer, has graduated the FTO program, so he is officially a solo officer. And Shaun Whitesell will officially take the position of investigator that we have had open for a year. He will take that position on May 3rd. So, we will have a full-time investigator now to help with some of the caseload. Outside of that I don't have any other announcements.

MAYOR ELLIS: Was Officer Delgado, was he already certified when he came here?

CHIEF HENSON: Yes. Yes, he was.

MAYOR ELLIS: Where did he come from?

CHIEF HENSON: Yes. He was certified and spent two years with Ottawa.

MAYOR ELLIS: Okay. Very good.

CHIEF HENSON: And we have somebody in the hiring process who is -- I'm getting to schedule him for a chief's interview which would be where if things go well a conditional offer would be provided, so.

MAYOR ELLIS: Terrific.

CHIEF HENSON: So, you should know if we have another coming in.

MR. LEATON: Mr. Leaton. Question on that. Do we have a training officer program for him that he'll go through or because he had previous experience not go through a training officer program?

CHIEF HENSON: No. They all do. Whether you have experience or you don't you'll go through the standard 12-week FTO program. It helps with not only understanding how things are done within the department that you are now working at, but it also helps with immersing you into the culture.

MR. LEATON: Okay.

MAYOR ELLIS: Chief, I'm going to go ahead and just broach the subject because the media was in town earlier this week. A new story came out. It's my understanding that there was a shooting of a dog and I don't know that everyone here knows what has happened or what role your department undertook. But I would appreciate it if you could give us an overview. I'm not asking for anything other than first page of an offense report type of information. So, strictly the information that is available to the public if you could share that.

CHIEF HENSON: What is known and what is available that's out there now is that on March 29th around five o'clock, a couple was walking along the sidewalk north on Main off of 219th Street. And another dog escaped from their home, ran through the garage and ran toward this couple that were walking their two dogs. As a result of the interaction between the dogs, the male walker fired his weapon and striking the dog and then the dog was later put down at Blue Pearl because the injuries -- it would be a little costly. As a result, we investigated the -- we have an open investigation currently. We have talked to witnesses. We have talked to the participants. We have and are compiling all the information to include the 911 tapes and all the body cam footage. It is going to be, and it has -- I'm sorry, it has officially been delivered to our prosecutor for review of charges. He will look at the whole case and make a determination on whether any charges will be filed against any or either party.

MAYOR ELLIS: Okay. And I would just encourage members of the public to let that process work itself out. It's my understanding that death threats are being leveled against the shooter. There is just no scenario under which that's acceptable in civilized society.

CHIEF HENSON: Right. And there are additional cases that have been filed as a result of this.

MAYOR ELLIS: Okay.

MR. LEATON: Civil or criminal?

CHIEF HENSON: They will be criminal.

MR. LEATON: Against the shooter?

CHIEF HENSON: Against those who were making the criminal threats.

MR. LEATON: Okay. That's what I wanted clarification on.

MAYOR ELLIS: But let's let the process work itself out. We have an independent judiciary. Nobody here attempts to influence what happens in the court at all. And we'll see -- we will see what happens. Okay.

CHIEF HENSON: I will say as well as the incident on Webster Street, that I have been told this afternoon and I have let the driver of the vehicle know, the D.A. is filing charges.

MAYOR ELLIS: I am delighted to hear that because I could not see a scenario in which we could file charges and maintain jurisdiction. So, I'm very happy to hear that.

MR. ECKERT: This is the 169 Highway stray bullet incident?

MAYOR ELLIS: Correct. Correct.

CHIEF HENSON: Yes.

MR. OWEN: Is it available to the public?

MAYOR ELLIS: I am also --

MR. OWEN: Don't say anything to the public about it.

CHIEF HENSON: Well, it's open now.

MAYOR ELLIS: Yeah. That's why we brought it up.

CHIEF HENSON: But that's all I can say. I mean that's still an ongoing thing as well.

MAYOR ELLIS: Right. And again, we'll let that process work itself out whether or not they pursue a criminal conviction, whether it goes to court, will have a judge, there may be a jury, we're going to let the system manage that. And also that is important as well. One of the other things we continue to work with the property owner about some other options that may be available. Mr. Burton, I checked with him today, there has not been any decisions there but he's going to follow-up with the property owner tomorrow. So, there may be some other things that we have available to us as well going forward. But again, social media is not the place to try and address this with alleged perpetrators. Everybody deserves their day in court. So, if the District Attorney is pursuing charges for which we're grateful, then we'll let that process work itself out.

Very good. Anything else?

CHIEF HENSON: I also have something on the topic of the incident over the weekend with the -- either the firing range and/or the explosions near 199th.

MR. OWEN: Reactive targets I think.

CHIEF HENSON: I'm sorry?

MR. OWEN: Was it reactive targets?

CHIEF HENSON: Yes. We are working with the county and attempting to look at again with codes and things of that nature to try to strengthen that, to reduce the use of that explosion.

MR. OWEN: I was going to ask you. It was rather loud. It rattled windows for quite a few houses.

CHIEF HENSON: Yep. And they've done that. And they'll stop when they're asked.

MR. ECKERT: And resume when they want to, right?

MR. OWEN: Yeah. When everybody is gone.

MAYOR ELLIS: Commissioner Klika, when he and I spoke a couple of weeks ago, that update that I provided at the meeting two weeks ago, his hope was to have some change in the code by year's end. My hope was that perhaps it would be a little sooner than that. So, I'll follow up with him as well.

CHIEF HENSON: But we are working very closely with the county on a lot of these incidents that are occurring on our borders, so.

MAYOR ELLIS: Good.

MR. LEATON: Mr. Leaton. Were the explosive targets were on county property?

CHIEF HENSON: Yes. They were in the --

MAYOR ELLIS: No. Not on county property.

MR. LEATON: Not county property. Outside the City limits.

CHIEF HENSON: Yeah. That's what I thought you meant.

MR. LEATON: Excuse me. Thank you.

MAYOR ELLIS: Okay. All right. Chief, thank you very much. Mr. Hendershot, I understand that you may have some additional information on Veterans Park you want to share.

MR. HENDERSHOT: Yes, sir. And I apologize, I failed to bring this up and put it in my notes. Very excited. I participated in a walkthrough of Veterans Park today along with Mr. Boyer, our Parks Superintendent Dillon Jones, the contractor, and members of the Verio Design team. The park is absolutely coming together and is beautiful. The bathrooms have been installed. The plumbing has been installed there. Sidewalks are all in. The fence is up around the dog park. They were working on the boat ramp today. If the weather holds out tomorrow they'll get a lot of that poured tomorrow. Trees are planted. They're bringing in grass seed, et cetera, working on some erosion of the silt that's there, but just putting that back, getting finish grade, but the park is really coming together. The playground is installed. We're waiting on our mulch and -- we've got the border to go around the playground area. So, when we're opened up for business out there I think the public is going to be very impressed.

MAYOR ELLIS: But to clarify the park is not open yet, so.

MR. HENDERSHOT: That is correct. Yes.

MR. LEATON: Mr. Leaton. When is the anticipated date? I've been pushing for this for years. So, I'm excited.

MR. HENDERSHOT: I believe, in talking to Mr. Boyer today, his estimate that was we were on schedule still for completion in June.

MR. OWEN: Any updates on the -- didn't we talk about flags? I know you were looking at designs.

MR. HENDERSHOT: Yeah. Verio is working with the design. And we've been in contact with the -- those that have made the sizeable donations to work their thoughts into that as well as well as the American Legion. I don't know exactly where they are in that process. But I'll be happy to find out and share that.

MR. OWEN: Sure. Yeah. [Inaudible].

MAYOR ELLIS: Thank you. Ms. Landis.

MR. HENDERSHOT: I don't know that she had anything.

MAYOR ELLIS: Okay.

MR. HENDERSHOT: Ask Melanie if she has anything. No.

MAYOR ELLIS: No report from Ms. Landis. Mr. Jenkins.

MR. JENKINS: No report, Mayor.

MAYOR ELLIS: Very good. I would entertain a motion to convene into --

MS. GERRITY: Mr. Mayor.

MAYOR ELLIS: Oh, Madam Clerk, I'm sorry.

MS. GERRITY: That's okay. I do have a report tonight. We'd like to chair as part of the Together Spring Hill campaign. City Hall is hosting a canned food drive for the Spring Hill Food Pantry. The community may drop off their food at both entrances to the Civic Center. We will have containers set out to accept the donations. And the food drive starts on Monday, April 27th through May 8th. And so Kate's been busy getting it out on social media and it will go in our newsletter. So, I did want to share that. So, we're excited to be able to help out hopefully the Food Pantry.

MAYOR ELLIS: Very good. Thank you very much. That's an excellent endeavor.

EXECUTIVE SESSION

MAYOR ELLIS: All right. I would entertain a motion to convene into Executive Session.

MR. LEATON: Do you want to entertain a five-minute break?

MAYOR ELLIS: I don't know that we need to.

MR. LEATON: It's 8:10, or do we want to move immediately into it? I'm just asking.

MAYOR ELLIS: I think we can jump right into it.

MR. LEATON: Immediately into it. Okay. Mr. Leaton. Mayor, I move the City Council recess into Executive Session for ten minutes to discuss employee performance pursuant to the non-elected personnel exception K.S.A. 75-4319(b)(1) of the Kansas Open Meetings Act. The open meeting will resume in the City Council chambers at 8:22 to get the time to get into it. Persons to be in attendance are the following: Jim Hendershot, City Administrator and Frank Jenkins, Junior City Attorney.

MR. ECKERT: Second. Councilman Eckert. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0. We're carry on in Executive Session.

[Therefore, the motion was made by Councilmember Leaton and seconded by Councilmember Eckert to recess into Executive Session with the open meeting to resume in Council Chambers at 8:22 p.m. The motion carried 5-0-0.]

(Spring Hill City Council in Executive Session from 8:10 p.m. to 8:22 p.m.)

MAYOR ELLIS: We are back in open session. The discussion was limited to the topic stated. No decisions were made. No votes were taken.

ADJOURN

MAYOR ELLIS: I would entertain a motion to adjourn.

MR. ECKERT: So moved. Councilman Eckert. So moved.

MR. LEATON: Mr. Leaton. Second.

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

COUNCILMEMBERS: Aye.

MAYOR ELLIS: Motion carries 5-0-0. Thank you everyone. We are adjourned.

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

Spring Hill City Council Meeting Adjourned)

CERTIFICATE

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

/das _____ May 4, 2020

Deborah A. Sweeney, WriteAway Transcription

SUBMITTED BY:

Glenda Gerrity, City Clerk

Approved by the Governing Body on _____

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2020-05-14 PRESENTED: May 14, 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:	\$184,566.40
Payroll:	<u>\$76,966.32</u>
	\$261,532.72

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$251,395.69</u>
	\$251,395.69

Total amount of the Appropriation Order:	<u><u>\$512,928.41</u></u>
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Vendor: 00030 - AMERICAN LIFE ASSURANCE COMPANY OF COLUMBUS					
352815	AFLAC PREMIUMS - APR 2020	100-2120	DFT0001530	04/18/2020	\$1,713.04
Vendor 00030 - AMERICAN LIFE ASSURANCE COMPANY OF COLUMBUS Total:					\$1,713.04
Vendor: 01822 - ANDERSON AUTOMOTIVE INC					
0036696	WATER PUMP REPLACEMENT, OIL CHANGE - UNIT 854	100-800-6720			\$1,693.12
0036941	OIL CHANGE, WIRING REPAIR, HEAT/A/C REPAIR, FLUID SRV	100-800-6720			\$974.26
0037162	DIAGNOSTIC TESTING UNIT 859	100-800-6720			\$130.72
0037290	TIRE ROTATION, OIL & SPARK PLUG CHANGE- UNIT 854	100-800-6720			\$322.63
Vendor 01822 - ANDERSON AUTOMOTIVE INC Total:					\$3,120.73
Vendor: 00089 - ARLAN CO INC					
12301	ICE MAKER FILTER AT SHAC	100-730-6750			\$143.93
Vendor 00089 - ARLAN CO INC Total:					\$143.93
Vendor: 00105 - ATMOS ENERGY					
INV0001790	GAS SERVICE - 705 W LAWRENCE - 03/19-04/20/2020	520-670-7624	DFT0001576	05/05/2020	\$45.79
Vendor 00105 - ATMOS ENERGY Total:					\$45.79
Vendor: 00106 - ATMOS ENERGY					
INV0001791	GAS SERVICE - 502 E NICHOLS - 03/19-04/20/2020	100-640-7624	DFT0001577	05/05/2020	\$190.38
Vendor 00106 - ATMOS ENERGY Total:					\$190.38
Vendor: 00107 - ATMOS ENERGY					
INV0001792	GAS SERVICE-606 N JACKSON, UNIT A-03/20-04/20/2020	520-670-7624	DFT0001578	05/05/2020	\$22.21
Vendor 00107 - ATMOS ENERGY Total:					\$22.21
Vendor: 00110 - ATMOS ENERGY					
INV0001793	GAS SERVICE - 418 E NICHOLS - 03/19-04/20/2020	100-800-7624	DFT0001579	05/05/2020	\$48.21
Vendor 00110 - ATMOS ENERGY Total:					\$48.21
Vendor: 00111 - ATMOS ENERGY					
INV0001794	GAS SERVICE - 20129 CRESTONE - 03/19-04/20/2020	520-670-7624	DFT0001580	05/05/2020	\$46.39
Vendor 00111 - ATMOS ENERGY Total:					\$46.39
Vendor: 00112 - ATMOS ENERGY					
INV0001795	GAS SERVICE - 401 N MADISON - 03/19-04/20/2020	100-720-7624	DFT0001581	05/05/2020	\$632.32
Vendor 00112 - ATMOS ENERGY Total:					\$632.32
Vendor: 00113 - ATRONIC ALARMS, INC					
404079	FIRE ALARM MONITORING - 05/01-05/31/2020 - CH	100-720-7190			\$59.00
Vendor 00113 - ATRONIC ALARMS, INC Total:					\$59.00
Vendor: 00145 - BLEDSOE RENTALS					
325184-2	2 YARDS OF CONCRETE FOR NORTH ST	100-640-6630			\$273.07
325184-2	AGITATING TRAILER RENTAL FOR CONCRETE ON NORTH ST	100-640-7230			\$39.00
Vendor 00145 - BLEDSOE RENTALS Total:					\$312.07
Vendor: 01731 - C&B EQUIPMENT MIDWEST, INC					
9674-00	STEM REPLACEMENT FOR RAS LINE #2	520-670-6610			\$2,510.45
Vendor 01731 - C&B EQUIPMENT MIDWEST, INC Total:					\$2,510.45
Vendor: 00192 - CARTER-WATERS LLC					
13890468-00	MATERIAL FOR POTHOLE PATCH REPAIR	100-640-6630			\$132.36
Vendor 00192 - CARTER-WATERS LLC Total:					\$132.36
Vendor: 00201 - CENTURYLINK					
INV0001797	COMMUNICATION - GROUP BILL - 04/18-05/17/2020	100-110-7622	DFT0001584	05/05/2020	\$123.86
INV0001797	COMMUNICATION - GROUP BILL - 04/18-05/17/2020	100-610-7622	DFT0001584	05/05/2020	\$72.78
INV0001797	COMMUNICATION - GROUP BILL - 04/18-05/17/2020	100-710-7622	DFT0001584	05/05/2020	\$64.31
INV0001797	COMMUNICATION - GROUP BILL - 04/18-05/17/2020	100-730-7622	DFT0001584	05/05/2020	\$50.66
INV0001797	COMMUNICATION - GROUP BILL - 04/18-05/17/2020	100-800-7622	DFT0001584	05/05/2020	\$143.08
INV0001797	COMMUNICATION - GROUP BILL - 04/18-05/17/2020	520-670-7622	DFT0001584	05/05/2020	\$368.22
Vendor 00201 - CENTURYLINK Total:					\$822.91
Vendor: 00202 - CENTURYLINK					
INV0001765	COMMUNICATION - LONG DISTANCE - 04/09-05/08/2020	100-800-7622	DFT0001555	04/15/2020	\$23.88
INV0001765	COMMUNICATION - LONG DISTANCE - 04/09-05/08/2020	520-670-7622	DFT0001555	04/15/2020	\$23.88
Vendor 00202 - CENTURYLINK Total:					\$47.76

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 00222 - CINTAS CORPORATION					
5016727435	FIRST AID SUPPLIES	100-620-6110			\$54.88
5016727435	FIRST AID SUPPLIES	100-640-6110			\$54.87
5016727435	FIRST AID SUPPLIES	510-660-6110			\$26.26
5016727435	FIRST AID SUPPLIES	520-670-6110			\$26.26
Vendor 00222 - CINTAS CORPORATION Total:					\$162.27
Vendor: 00230 - CITY OF SPRING HILL					
INV0001771	TRASH COLLECTION - 03/18-04/18/2020	100-620-7628			\$62.01
INV0001771	TRASH COLLECTION - 03/18-04/18/2020	100-640-7628			\$113.01
INV0001771	TRASH COLLECTION - 03/18-04/18/2020	100-710-7628			\$100.25
INV0001771	TRASH COLLECTION - 03/18-04/18/2020	100-720-7628			\$200.50
INV0001771	TRASH COLLECTION - 03/18-04/18/2020	100-730-7628			\$87.51
INV0001771	TRASH COLLECTION - 03/18-04/18/2020	100-800-7628			\$87.51
Vendor 00230 - CITY OF SPRING HILL Total:					\$650.79
Vendor: 01647 - COBAN TECHNOLOGIES INC					
30894	COMMAND SOLUTION LICENSE RENEWAL 4/9/2020-4/8/2021	100-800-6130			\$1,200.00
Vendor 01647 - COBAN TECHNOLOGIES INC Total:					\$1,200.00
Vendor: 00239 - CONSTRUCTION MATERIALS, INC					
2808	GATE MATERIALS FOR PARKS BUILDING	100-620-6730			\$54.36
2898	HAND TOOLS	100-640-6660			\$68.48
3456	REPLACE GROUND SWITCHES - WW	520-670-6730			\$11.68
Vendor 00239 - CONSTRUCTION MATERIALS, INC Total:					\$134.52
Vendor: 00267 - CORE & MAIN LP					
M183072	METERS & SUPPLIES	510-660-6620			\$292.55
Vendor 00267 - CORE & MAIN LP Total:					\$292.55
Vendor: 00325 - DELL FINANCIAL SERVICES LLC					
80396726	LEASE PAYMENTS - 6695052-006 - MAY 2020	100-100-8300			\$40.66
80396726	LEASE PAYMENTS - 6695052-006 - MAY 2020	100-200-8300			\$2.14
80396727	LEASE PAYMENTS - 6695052-007 - 06/01-11/30/2020	100-730-8300			\$444.48
80396728	LEASE PAYMENTS - 6695052-008 - 06/01-11/30/2020	100-110-8300			\$6,151.90
80396728	LEASE PAYMENTS - 6695052-008 - 06/01-11/30/2020	100-800-8300			\$1,692.31
80396728	LEASE PAYMENTS - 6695052-008 - 06/01-11/30/2020	510-660-8300			\$423.94
80396728	LEASE PAYMENTS - 6695052-008 - 06/01-11/30/2020	520-670-8300			\$302.17
80396729	LEASE PAYMENTS - 6695052-009 - 06/01-11/30/2020	100-110-8300			\$129.74
Vendor 00325 - DELL FINANCIAL SERVICES LLC Total:					\$9,187.34
Vendor: 00015 - DJ HOPKINS, INC					
015715	CERTIFY RADAR UNITS IN PATROL CARS	100-800-6750			\$320.00
Vendor 00015 - DJ HOPKINS, INC Total:					\$320.00
Vendor: 00388 - ETC INSTITUTE					
27707	2019 CITIZEN SURVEY	100-2270			\$4,192.50
Vendor 00388 - ETC INSTITUTE Total:					\$4,192.50
Vendor: 00676 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001798	ELECTRIC - 18095 W 199TH, SIREN - 03/23-04/22/2020	100-640-7626	DFT0001585	05/05/2020	\$33.65
Vendor 00676 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$33.65
Vendor: 00678 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001750	ELECTRIC - 20900 SYCAMORE DR - 03/09-04/07/2020	100-730-7626	DFT0001535	04/21/2020	\$2,059.28
Vendor 00678 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$2,059.28
Vendor: 00680 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001749	ELECTRIC - 22785 W 220TH - 03/09-04/07/2020	520-670-7626	DFT0001534	04/21/2020	\$1,442.16
Vendor 00680 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$1,442.16
Vendor: 00683 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001800	ELECTRIC - 18539 WOODLAND RD - 03/23-04/22/2020	520-670-7626	DFT0001587	05/05/2020	\$105.79
Vendor 00683 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$105.79
Vendor: 00685 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001802	ELECTRIC - 18899 S LONE ELM RD - 03/24-04/23/2020	520-670-7626	DFT0001589	05/05/2020	\$272.66
Vendor 00685 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$272.66
Vendor: 00686 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001799	ELECTRIC - 18700 W 191ST ST - 03/23-04/22/2020	520-670-7626	DFT0001586	05/05/2020	\$153.48
Vendor 00686 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$153.48
Vendor: 00688 - EVERGY METRO INC (formerly Kansas City Power & Light)					
INV0001801	ELECTRIC - 20281 LONE ELM RD - 03/24-04/23/2020	100-640-7626	DFT0001588	05/05/2020	\$32.06
Vendor 00688 - EVERGY METRO INC (formerly Kansas City Power & Light) Total:					\$32.06

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 01853 - FALL ZONE CONSTRUCTION, LLC					
INV0001743	VETERANS PARK PLAYGROUND INSTALLATION ASSISTANCE	300-000-8000			\$2,100.00
Vendor 01853 - FALL ZONE CONSTRUCTION, LLC Total:					\$2,100.00
Vendor: 00413 - FERRELLGAS, LLP					
1111533071	PROPANE GAS FOR PARKS BUILDING	100-620-7624			\$605.88
Vendor 00413 - FERRELLGAS, LLP Total:					\$605.88
Vendor: 01765 - G T DISTRIBUTORS, INC					
INV0762242	UNIFORMS - HEM PANTS, SEW PATCHES ON SHIRT	100-800-5400			\$64.50
Vendor 01765 - G T DISTRIBUTORS, INC Total:					\$64.50
Vendor: 00466 - GERKEN RENTAL					
19577AS-1	PORTABLE RESTROOM RENTAL - CITY PARK	100-620-7220			\$110.00
19578AS-1	PORTABLE RESTROOM RENTAL - SHAC PARK	100-620-7220			\$110.00
Vendor 00466 - GERKEN RENTAL Total:					\$220.00
Vendor: 00516 - HAWKINS, INC					
4692420	CHEMICAL POLYMER FOR BFP	520-670-6500			\$2,138.09
Vendor 00516 - HAWKINS, INC Total:					\$2,138.09
Vendor: 01833 - INTEGRATED OPENING SOLUTIONS, LLC					
205023	REMOVE AND REPLACE WEST GYM DOOR & METAL FRAME	100-720-6730			\$3,050.00
Vendor 01833 - INTEGRATED OPENING SOLUTIONS, LLC Total:					\$3,050.00
Vendor: 00575 - INTERNAL REVENUE SERVICE					
INV0001761	MEDICARE TAXES PAYABLE	100-2100	DFT0001545	04/24/2020	\$2,834.12
INV0001761	MEDICARE TAXES PAYABLE	510-2100	DFT0001545	04/24/2020	\$159.90
INV0001761	MEDICARE TAXES PAYABLE	520-2100	DFT0001545	04/24/2020	\$146.02
INV0001762	SOCIAL SECURITY TAXES PAYABLE	100-2100	DFT0001546	04/24/2020	\$12,118.54
INV0001762	SOCIAL SECURITY TAXES PAYABLE	510-2100	DFT0001546	04/24/2020	\$683.54
INV0001762	SOCIAL SECURITY TAXES PAYABLE	520-2100	DFT0001546	04/24/2020	\$624.44
INV0001763	FEDERAL WITHHOLDING TAX PAYABLE	100-2100	DFT0001547	04/24/2020	\$8,011.76
INV0001763	FEDERAL WITHHOLDING TAX PAYABLE	510-2100	DFT0001547	04/24/2020	\$300.87
INV0001763	FEDERAL WITHHOLDING TAX PAYABLE	520-2100	DFT0001547	04/24/2020	\$322.39
Vendor 00575 - INTERNAL REVENUE SERVICE Total:					\$25,201.58
Vendor: 00577 - INTERNATIONAL CODE COUNCIL INC					
1001162685	ICC - STUDY MATERIAL - BLDG INSPECTOR EXAM	100-500-5310			\$44.25
1001162796	ICC - STUDY MATERIAL - BLDG INSPECTOR EXAM	100-500-5310			\$69.00
Vendor 00577 - INTERNATIONAL CODE COUNCIL INC Total:					\$113.25
Vendor: 00592 - J & T AUTO SERVICE INC					
5542	TWO TIRES FOR #420	520-670-6720			\$408.89
5635	FLAT TIRE REPAIR UNIT 856	100-800-6720			\$26.99
5752	BATTERY REPLACEMENT - UNIT 859	100-800-6720			\$77.98
Vendor 00592 - J & T AUTO SERVICE INC Total:					\$513.86
Vendor: 01517 - K & K CHEMICAL SUPPLY LLC					
68012	STREET MATERIALS - POTHOLE PATCH REPAIR MATERIAL	100-640-6630			\$2,052.00
68026	STREET MATERIALS - POTHOLE PATCH REPAIR MATERIAL	100-640-6630			\$2,052.00
68048	STREET MATERIALS - POTHOLE PATCH REPAIR MATERIAL	100-640-6630			\$4,104.00
Vendor 01517 - K & K CHEMICAL SUPPLY LLC Total:					\$8,208.00
Vendor: 00665 - KA-COMM, INC.					
172899	MAGNETIC MICROPHONE REPLACEMENT UNIT 855	100-800-6750			\$32.50
Vendor 00665 - KA-COMM, INC. Total:					\$32.50
Vendor: 00706 - KANSAS PAYMENT CENTER					
INV0001758	INCOME WITHHOLDING ORDER	100-2130	82749	04/24/2020	\$158.31
INV0001759	INCOME WITHHOLDING ORDER	100-2130	82750	04/24/2020	\$259.15
Vendor 00706 - KANSAS PAYMENT CENTER Total:					\$417.46
Vendor: 00764 - KPERS					
INV0001751	KP & F PENSION PAYABLE	100-2110	DFT0001537	04/24/2020	\$9,603.42
INV0001752	KPERS TIER 1 PAYROLL	100-2110	DFT0001538	04/24/2020	\$4,397.49
INV0001752	KPERS TIER 1 PAYROLL	510-2110	DFT0001538	04/24/2020	\$410.08
INV0001752	KPERS TIER 1 PAYROLL	520-2110	DFT0001538	04/24/2020	\$130.37
INV0001753	KPERS TIER 2 PAYROLL	100-2110	DFT0001539	04/24/2020	\$2,002.61
INV0001753	KPERS TIER 2 PAYROLL	510-2110	DFT0001539	04/24/2020	\$394.49
INV0001753	KPERS TIER 2 PAYROLL	520-2110	DFT0001539	04/24/2020	\$184.43
INV0001754	KPERS TIER 3 PAYROLL	100-2110	DFT0001540	04/24/2020	\$3,485.87
INV0001754	KPERS TIER 3 PAYROLL	510-2110	DFT0001540	04/24/2020	\$86.56
INV0001754	KPERS TIER 3 PAYROLL	520-2110	DFT0001540	04/24/2020	\$476.08

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INV0001755	KPERS 457 PLAN PAYABLE	100-2115	DFT0001541	04/24/2020	\$526.73
INV0001756	KPERS 457 PLAN PAYABLE	100-2115	DFT0001542	04/24/2020	\$1,598.00
INV0001756	KPERS 457 PLAN PAYABLE	510-2115	DFT0001542	04/24/2020	\$60.00
INV0001756	KPERS 457 PLAN PAYABLE	520-2115	DFT0001542	04/24/2020	\$30.00
INV0001757	KPERS D & D PAYABLE	100-2110	DFT0001543	04/24/2020	\$676.66
INV0001757	KPERS D & D PAYABLE	510-2110	DFT0001543	04/24/2020	\$61.01
INV0001757	KPERS D & D PAYABLE	520-2110	DFT0001543	04/24/2020	\$54.12
Vendor 00764 - KPERS Total:					\$24,177.92
Vendor: 00779 - KS EMPLOYMENT SECURITY FUND					
INV0001745	UNEMPLOYMENT TAX ALLOCATION - 1ST QTR 2020	100-2100	DFT0001529	04/13/2020	\$2,574.49
INV0001745	UNEMPLOYMENT TAX ALLOCATION - 1ST QTR 2020	510-2100	DFT0001529	04/13/2020	\$175.56
INV0001745	UNEMPLOYMENT TAX ALLOCATION - 1ST QTR 2020	520-2100	DFT0001529	04/13/2020	\$167.77
Vendor 00779 - KS EMPLOYMENT SECURITY FUND Total:					\$2,917.82
Vendor: 00786 - KS WATER PROTECTION FEE					
INV0001764	2020 - 1ST QTR WATER PROTECTION/CLEAN DRINKING FEE	510-660-7720			\$1,706.82
Vendor 00786 - KS WATER PROTECTION FEE Total:					\$1,706.82
Vendor: 00802 - LAMP RYNEARSON INC					
0319031.01-0000010	199TH & RIDGEVIEW RDB	100-110-7150			\$444.00
0319031.01-0000010	GENERAL SERVICES	100-110-7150			\$333.00
0319031.01-0000010	BROOKWOOD FARMS, 5TH PLAT	100-500-7150			\$378.00
0319031.01-0000010	DAYTON CREEK, PLAT 6 - FINAL REVIEW	100-500-7150			\$105.00
0319031.02-0000003	ENGINEERING - AGC WATER TOWER SURVEY	510-660-7150			\$1,041.00
0320005.02-0000003	DAYTON CREEK SBD4 BID CONST & CONST ADMIN/OBSRVTN	408-000-7150			\$2,385.50
Vendor 00802 - LAMP RYNEARSON INC Total:					\$4,686.50
Vendor: 00815 - LE UPFITTER LLC					
7690	UNIFORM - INNER VELCRO BELT	100-800-5400			\$11.95
7838	BODY ARMOR REPLACEMENTS AND CARRIERS FOR PD	100-800-5400			\$5,445.00
7902	UNIFORMS STARS FOR YEARS OF SERVICE	100-800-5400			\$24.90
Vendor 00815 - LE UPFITTER LLC Total:					\$5,481.85
Vendor: 00825 - LEWIS & ELLIS, INC					
MT6211917 001	GASB 75 VALUATION FY 2019	100-110-7190			\$900.00
MT6211917 001	GASB 75 VALUATION FY 2019	510-660-7190			\$450.00
MT6211917 001	GASB 75 VALUATION FY 2019	520-670-7190			\$450.00
Vendor 00825 - LEWIS & ELLIS, INC Total:					\$1,800.00
Vendor: 00882 - MCANANY, VAN CLEAVE & PHILLIPS					
833632	GENERAL MATTERS	100-110-7170			\$2,430.00
833633	EMPLOYMENT COUNSEL	100-110-7170			\$1,189.00
833634	FORD VS. CITY OF SPRING HILL	100-110-7170			\$315.00
833635	CITY OF SPRING HILL SOCIAL MEDIA POLICY	100-110-7170			\$67.50
833636	EMPLOYEE RELATIONS MATTER 16	100-110-7170			\$45.00
833637	BROADBAND/DA INVESTIGATION MATTER 21	100-110-7170			\$4,005.00
Vendor 00882 - MCANANY, VAN CLEAVE & PHILLIPS Total:					\$8,051.50
Vendor: 00884 - MCCLURE ENGINEERING COMPANY					
128721	CPS 3/29-4/25/2020 DAYTON CREEK SBD 3	406-000-7150			\$1,990.54
Vendor 00884 - MCCLURE ENGINEERING COMPANY Total:					\$1,990.54
Vendor: 01729 - MEGA INDUSTRIES CORPORATION					
677 SHKS-20200331	VETERANS PARK 677 SHKS - PAY APP #5 - 03/31/2020	300-000-8000			\$63,585.44
Vendor 01729 - MEGA INDUSTRIES CORPORATION Total:					\$63,585.44
Vendor: 00921 - MICROCOMM					
13864	TROUBLESHOOTING OCHELTRREE & STRONG LIFT STATIONS	520-670-6750			\$472.00
Vendor 00921 - MICROCOMM Total:					\$472.00
Vendor: 00939 - MIDWEST PUBLIC RISK					
INV0001770	HEALTH INS PREMIUM - MAY 2020	100-2120			\$65,633.54
INV0001770	HEALTH INS PREMIUM - MAY 2020	510-2120			\$7,561.19
INV0001770	HEALTH INS PREMIUM - MAY 2020	520-2120			\$7,564.65
Vendor 00939 - MIDWEST PUBLIC RISK Total:					\$80,759.38
Vendor: 00979 - NAPA SPRING HILL, LLC					
365572	SEAL FOR FOUNTAIN @ CITY PARK	454-000-6750			\$17.99
365869	PINS FOR TRAILER RECEIVER	100-620-6750			\$3.96
Vendor 00979 - NAPA SPRING HILL, LLC Total:					\$21.95

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Vendor: 00990 - NAVRAT'S INC					
0168649-001	IMPRINTED WINDOW ENVELOPES FOR UTILITY BILLS	510-660-6110			\$156.10
0168649-001	IMPRINTED WINDOW ENVELOPES FOR UTILITY BILLS	520-670-6110			\$156.10
Vendor 00990 - NAVRAT'S INC Total:					\$312.20
Vendor: 00997 - NEPTUNE TECHNOLOGY GROUP INC					
N603191	METERS/SUPPLIES - E-CODER	510-660-6620			\$282.50
N603576	WATER METERS FOR NEW CONSTR & EXSTG REPLACEMENTS	510-660-6620			\$2,397.00
N604046	WATER METERS FOR NEW CONSTR & EXSTG REPLACEMENTS	510-660-6620			\$282.50
Vendor 00997 - NEPTUNE TECHNOLOGY GROUP INC Total:					\$2,962.00
Vendor: 01003 - NIFFIE PRINTING					
315589	LETTERHEAD FOR MAYOR	100-120-6120			\$490.00
315695	ADMIN/OPERATING SUPPLIES - CH	100-110-6110			\$351.38
315695	ADMIN/OPERATING SUPPLIES - COURT	100-310-6120			\$311.97
Vendor 01003 - NIFFIE PRINTING Total:					\$1,153.35
Vendor: 01013 - OFFICE DEPOT, INC					
482003857001	ADMIN/OPERATING SUPPLIES - PW	100-110-6110			\$3.56
Vendor 01013 - OFFICE DEPOT, INC Total:					\$3.56
Vendor: 01035 - OLATHE WINWATER COMPANY					
148680 00	METER REPLACEMENT PARTS FOR EXSTG SERVICES	510-660-6620			\$90.00
148520 00	METER REPLACEMENT PARTS FOR EXSTG SERVICES	510-660-6620			\$1,045.00
148745 00	METER REPLACEMENT PARTS FOR EXSTG SERVICES	510-660-6620			\$560.00
Vendor 01035 - OLATHE WINWATER COMPANY Total:					\$1,695.00
Vendor: 01051 - PACE ANALYTICAL SERVICES, LLC					
2060103611	LAB ANALYSIS - ROUTINE INFLUENT/EFFLUENT TESTING	520-670-7560			\$460.00
Vendor 01051 - PACE ANALYTICAL SERVICES, LLC Total:					\$460.00
Vendor: 01082 - POMP'S TIRE SERVICE, INC.					
1180038580	BOBCAT 650 TIRE REPAIR	100-640-6750			\$30.00
Vendor 01082 - POMP'S TIRE SERVICE, INC. Total:					\$30.00
Vendor: 00005 - PRAXAIR DISTRIBUTION INC					
95918726	CYLINDER RENTAL	100-640-7230			\$83.01
Vendor 00005 - PRAXAIR DISTRIBUTION INC Total:					\$83.01
Vendor: 00995 - QUADIENT, INC					
INV0001744	POSTAGE PURCHASE - 02/12-04/20/2020	100-110-6140	DFT0001528	04/20/2020	\$315.99
INV0001744	POSTAGE PURCHASE - 02/12-04/20/2020	100-800-6140	DFT0001528	04/20/2020	\$92.77
INV0001744	POSTAGE PURCHASE - 02/12-04/20/2020	510-660-6140	DFT0001528	04/20/2020	\$55.51
INV0001744	POSTAGE PURCHASE - 02/12-04/20/2020	520-670-6140	DFT0001528	04/20/2020	\$35.73
Vendor 00995 - QUADIENT, INC Total:					\$500.00
Vendor: 01128 - REEVES-WIEDEMAN COMPANY					
5566243	ICE MACHINE LINE FOR SHAC	100-730-6750			\$96.00
5568871	MEN'S SHOWER REPAIR - PD	100-800-6730			\$127.32
Vendor 01128 - REEVES-WIEDEMAN COMPANY Total:					\$223.32
Vendor: 01131 - REILLY & SONS, INC					
313780	POLICY MPL2199420.20 - CYBER LIABILITY RENEWAL	100-110-7900			\$2,022.48
Vendor 01131 - REILLY & SONS, INC Total:					\$2,022.48
Vendor: 01133 - REJIS COMMISSION					
436771	LEWEB SUBSCRIPTION RENEWAL - APRIL 2020	100-800-6130			\$44.83
Vendor 01133 - REJIS COMMISSION Total:					\$44.83
Vendor: 01163 - RURAL WATER DISTRICT #2 MI CO					
INV0001772	WATER UTILITY- 22711 S WOODLAND - 03/06-04/09/2020	520-670-7620			\$24.98
05012020-7	WATER PURCHASE CHARGE - APR 2020	510-660-7580			\$34,099.42
Vendor 01163 - RURAL WATER DISTRICT #2 MI CO Total:					\$34,124.40
Vendor: 01257 - S&P GLOBAL MARKET INTELLIGENCE INC					
2400031143	2019A TN-CUSIP-DISCLOSURE FEE	401-000-6000			\$187.00
Vendor 01257 - S&P GLOBAL MARKET INTELLIGENCE INC Total:					\$187.00
Vendor: 01817 - SHARON 4-H CLUB					
3390-R	2019 NON-PROFIT CIVIC CENTER DEPOSIT REFUND	100-2200			-\$100.00
Vendor 01817 - SHARON 4-H CLUB Total:					-\$100.00
Vendor: 01196 - SHAWNEE MISSION FORD					
23807	VEHICLE PURCHASE - 2020 FORD INTERCEPTOR - PD	401-000-8130			\$27,687.00
Vendor 01196 - SHAWNEE MISSION FORD Total:					\$27,687.00

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Vendor: 01230 - SPRING HILL CHAMBER OF COMMERCE					
11945	CUSTOMER SERVICES TRAINING CLASS	100-100-5310			\$30.00
11945	CUSTOMER SERVICES TRAINING CLASS	100-500-5310			\$30.00
11945	CUSTOMER SERVICES TRAINING CLASS	100-610-5310			\$30.00
Vendor 01230 - SPRING HILL CHAMBER OF COMMERCE Total:					\$90.00
Vendor: 01239 - SPRING HILL OIL (CH)					
INV0001742	FUEL - CH	100-500-6710			\$53.25
INV0001742	FUEL - CH	100-500-6710			\$66.01
Vendor 01239 - SPRING HILL OIL (CH) Total:					\$119.26
Vendor: 01241 - SPRING HILL OIL (PW)					
144	FUEL - PW	100-610-6710			\$81.93
144	FUEL - PW	100-620-6710			\$385.95
144	FUEL - PW	100-640-6710			\$1,045.66
144	FUEL - PW	510-660-6710			\$333.09
144	FUEL - PW	520-670-6710			\$233.90
Vendor 01241 - SPRING HILL OIL (PW) Total:					\$2,080.53
Vendor: 00785 - STATE OF KANSAS TREASURER					
52910	COURT FEES - APR 2020	100-2251			\$157.50
52910	COURT FEES - APR 2020	100-2252			\$8.00
52910	COURT FEES - APR 2020	100-2255			\$15.00
52910	COURT FEES - APR 2020	100-2255			\$22.00
52910	COURT FEES - APR 2020	100-2255			\$85.00
Vendor 00785 - STATE OF KANSAS TREASURER Total:					\$287.50
Vendor: 00777 - STATE OF KANSAS					
INV0001766	SALES TAX - MAR 2020	510-2210	DFT0001556	04/23/2020	\$1,514.44
Vendor 00777 - STATE OF KANSAS Total:					\$1,514.44
Vendor: 01279 - SUDDENLINK					
100300844	COMMUNICATION - CIRCUIT/FIBER - 04/28-05/27/2020	100-110-7622	DFT0001582	05/04/2020	\$344.25
100300844	COMMUNICATION - CIRCUIT/FIBER - 04/28-05/27/2020	100-610-7622	DFT0001582	05/04/2020	\$721.30
100300844	COMMUNICATION - CIRCUIT/FIBER - 04/28-05/27/2020	100-620-7622	DFT0001582	05/04/2020	\$321.30
100300844	COMMUNICATION - CIRCUIT/FIBER - 04/28-05/27/2020	100-730-7622	DFT0001582	05/04/2020	\$321.30
100300844	COMMUNICATION - CIRCUIT/FIBER - 04/28-05/27/2020	100-800-7622	DFT0001582	05/04/2020	\$721.30
100300844	COMMUNICATION - CIRCUIT/FIBER - 04/28-05/27/2020	510-660-7622	DFT0001582	05/04/2020	\$544.25
100300844	COMMUNICATION - CIRCUIT/FIBER - 04/28-05/27/2020	520-670-7622	DFT0001582	05/04/2020	\$521.30
Vendor 01279 - SUDDENLINK Total:					\$3,495.00
Vendor: 01698 - SUDDENLINK					
INV0001774	COMMUNICATION - MONTHLY - 04/28-05/27/2020	100-110-7622	DFT0001561	05/04/2020	\$17.87
INV0001774	COMMUNICATION - MONTHLY - 04/28-05/27/2020	100-610-7622	DFT0001561	05/04/2020	\$16.67
INV0001774	COMMUNICATION - MONTHLY - 04/28-05/27/2020	100-620-7622	DFT0001561	05/04/2020	\$166.66
INV0001774	COMMUNICATION - MONTHLY - 04/28-05/27/2020	100-730-7622	DFT0001561	05/04/2020	\$243.56
INV0001774	COMMUNICATION - MONTHLY - 04/28-05/27/2020	100-800-7622	DFT0001561	05/04/2020	\$16.66
INV0001774	COMMUNICATION - MONTHLY - 04/28-05/27/2020	510-660-7622	DFT0001561	05/04/2020	\$17.85
INV0001774	COMMUNICATION - MONTHLY - 04/28-05/27/2020	520-670-7622	DFT0001561	05/04/2020	\$16.66
Vendor 01698 - SUDDENLINK Total:					\$495.93
Vendor: 01705 - SUDDENLINK					
INV0001796	COMMUNICATION - PD LOBBY - 04/26-05/25/2020	100-800-7622	DFT0001583	05/04/2020	\$43.06
Vendor 01705 - SUDDENLINK Total:					\$43.06
Vendor: 01856 - SUSAN O'BRIEN					
1180238.003	POOL PASS REFUND - DUE TO COVID19	100-000-4641			\$103.50
Vendor 01856 - SUSAN O'BRIEN Total:					\$103.50
Vendor: 01635 - T2 HOLDINGS, LLC					
100258956	SHRED BIN RENTAL AND DISPOSAL	100-110-7190			\$20.00
100258956	SHRED BIN RENTAL AND DISPOSAL	100-800-7190			\$40.00
100258956	SHRED BIN RENTAL AND DISPOSAL	510-660-7190			\$10.00
100258956	SHRED BIN RENTAL AND DISPOSAL	520-670-7190			\$10.00
Vendor 01635 - T2 HOLDINGS, LLC Total:					\$80.00
Vendor: 01320 - TG TECHNICAL SERVICES					
19069	GAS MONITOR REPAIR	520-670-6750			\$1,055.65
Vendor 01320 - TG TECHNICAL SERVICES Total:					\$1,055.65
Vendor: 01336 - THE VICTOR L. PHILLIPS CO					
SWO005229-2	CASE LOADER SERVICE	100-640-6750			\$333.00
Vendor 01336 - THE VICTOR L. PHILLIPS CO Total:					\$333.00

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Vendor: 01788 - TRANSYSTEMS CORPORATION					
INV-0003556485	199TH & RIDGEVIEW ROUNDABOUT DESIGN FEB 28 2020	206-000-7150			\$4,986.00
Vendor 01788 - TRANSYSTEMS CORPORATION Total:					\$4,986.00
Vendor: 01369 - TYLER TECHNOLOGIES, INC.					
025-261744	ENERGOV CONFIGURATION	401-000-8110			\$93.75
025-278625	2020 MAINTENANCE FEES - 01/01/2020-12/31/2020	100-220-6130			\$9,009.33
025-278625	2020 MAINTENANCE FEES - 01/01/2020-12/31/2020	510-660-6130			\$4,457.94
025-278625	2020 MAINTENANCE FEES - 01/01/2020-12/31/2020	520-670-6130			\$4,457.93
025-287817	COURT ONLINE ANNUAL FEE - 04/01/2020-03/31/2021	100-220-6130			\$1,200.00
Vendor 01369 - TYLER TECHNOLOGIES, INC. Total:					\$19,218.95
Vendor: 01406 - VISA					
INV0001768	RED ROBIN -MAYOR & C.LEATON- GEN CNCL BUS LNCH MTG	100-120-7110	DFT0001558	03/10/2020	\$31.98
Vendor 01406 - VISA Total:					\$31.98
Vendor: 01435 - VISA					
INV0001748	OSAWATOMIE CHAMBER - MI CO NETWORKING DINNER	100-730-5310	DFT0001533	03/10/2020	\$20.00
INV0001748	PRICE CHOPPER - HIRING RECRUITMENT @ HIGH SCHOOL	100-730-7430	DFT0001533	03/10/2020	\$28.13
INV0001748	KANSAS.GOV - 2020 KS FOOD LICENSE RENEWAL - SHAC	100-730-7700	DFT0001533	03/10/2020	\$220.00
Vendor 01435 - VISA Total:					\$268.13
Vendor: 01688 - VISA					
INV0001747	AMAZON - HEALTHY SNACK REIMBURSED BY MPR	100-100-6030	DFT0001532	03/10/2020	\$20.33
INV0001747	PRICE CHOPPER - HEALTHY SNACK REIMBURSED BY MPR	100-100-6030	DFT0001532	03/10/2020	\$20.40
INV0001747	AMAZON - HEALTHY SNACK REIMBURSED BY MPR	100-100-6030	DFT0001532	03/10/2020	\$141.67
INV0001747	AMAZON - HEALTHY SNACK REIMBURSED BY MPR	100-100-6030	DFT0001532	03/10/2020	\$19.46
INV0001747	PRICE CHOPPER -RETIREMENT RECEPTION SUPPLIES	100-110-6020	DFT0001532	03/10/2020	\$35.49
INV0001747	ABSOLUTE AWARDS - RETIREMENT GIFT	100-110-6040	DFT0001532	03/10/2020	\$120.00
INV0001747	DOLLAR GENERAL -RETIREMENT RECEPTION SUPPLIES	100-110-6110	DFT0001532	03/10/2020	\$8.00
INV0001746	DOLLAR GENERAL - SANITIZING WIPES - CH - COVID19	100-110-6165	DFT0001531	04/08/2020	\$19.50
Vendor 01688 - VISA Total:					\$384.85
Vendor: 01739 - VISA					
INV0001727	HOME DEPOT -MATERIALS TO CLOSE PLAYGROUNDS-COVID19	100-110-6165	DFT0001513	04/08/2020	\$246.71
INV0001727	APWA - PW INSTITUTE-SUPERVISION TRAINING	100-620-5310	DFT0001513	04/08/2020	\$250.00
INV0001727	E EDWARDS - UNIFORM JEAN	100-620-5400	DFT0001513	04/08/2020	\$45.00
INV0001727	OFFICE DEPOT - SPEAKERS FOR COMPUTER	100-620-6110	DFT0001513	04/08/2020	\$24.99
INV0001727	HOME DEPOT - DRILL BITS	100-620-6660	DFT0001513	04/08/2020	\$81.88
INV0001727	TRACTOR SUPPLY - 12FT & 20FT TRV BOOSTER CABLES	100-620-6660	DFT0001513	04/08/2020	\$78.67
INV0001727	LOWES - BLADES AND HAND TOOLS	100-620-6660	DFT0001513	04/08/2020	\$33.40
INV0001727	SANTA FE TOWING - #114 TOW TO SHOP	100-620-6720	DFT0001513	04/08/2020	\$167.00
Vendor 01739 - VISA Total:					\$927.65
Vendor: 01750 - VISA					
INV0001741	ICC - RESIDENTIAL BLDG INSPECTOR EXAM	100-500-5310	DFT0001557	04/08/2020	\$219.00
INV0001741	HOME DEPOT - PHILLIPS SCDR & RECEPTACLE TESTER	100-500-6660	DFT0001557	04/08/2020	\$32.33
INV0001741	BELFONTE'S CAR WASH - 2019 JEEP - CD	100-500-6720	DFT0001557	04/08/2020	\$10.95
INV0001741	CHUX TRUX - FLOOR MATS/LINERS FOR VEHICLES - CD	100-500-6720	DFT0001557	04/08/2020	\$360.00
Vendor 01750 - VISA Total:					\$622.28
Vendor: 01825 - VISA					
INV0001738	USPS - MAIL BACT SAMPLES TO KDHE	510-660-6140	DFT0001527	04/08/2020	\$26.75
INV0001738	USPS - MAIL SAMPLES TO KDHE	510-660-6140	DFT0001527	04/08/2020	\$28.35
INV0001738	USPS - MAIL SAMPLES TO KDHE	510-660-6140	DFT0001527	04/08/2020	\$28.35
INV0001738	USPS - MAIL BACT SAMPLES TO KDHE	510-660-6140	DFT0001527	04/08/2020	\$27.15
INV0001738	HACH - CHEMICALS FOR CLR ELEVATION WATER TANK	510-660-6500	DFT0001527	04/08/2020	\$243.20
INV0001738	KDHE - EXAM FOR CLASS 1	520-670-5310	DFT0001527	04/08/2020	\$25.00
INV0001738	HOME DEPOT- REPLACEMENT BATTERIES - MISC SIZES	520-670-6110	DFT0001527	04/08/2020	\$55.92
INV0001738	USPS - MAIL AIR MONITORS TO BE REPAIRED	520-670-6140	DFT0001527	04/08/2020	\$8.70
INV0001738	USPS - MAIL APPLICATION FOR CLASS I TEST	520-670-6140	DFT0001527	04/08/2020	\$0.69
INV0001738	HOME DEPOT- JANITORIAL SUPPLIES	520-670-6160	DFT0001527	04/08/2020	\$52.88
INV0001738	HACH - FILTERS FOR WW LAB	520-670-6230	DFT0001527	04/08/2020	\$101.94
INV0001738	HOME DEPOT- PRUNING HAND TOOL	520-670-6660	DFT0001527	04/08/2020	\$47.91
Vendor 01825 - VISA Total:					\$646.84
Vendor: 01462 - WASTE MANAGEMENT OF KANSAS, INC.					
0404296-4856-7	TRASH COLLECTION - MAR 2020	100-2220	DFT0001559	04/30/2020	\$45,895.64
0404902-4856-0	WW REFUSE - MAR 2020	520-670-7628	DFT0001554	04/21/2020	\$3,158.93
Vendor 01462 - WASTE MANAGEMENT OF KANSAS, INC. Total:					\$49,054.57

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 01465 - WATER DISTRICT #7					
INV0001769	WATER UTILITY SRV -22785 W 220TH- 03/19-04/17/2020	520-670-7620			\$20.78
Vendor 01465 - WATER DISTRICT #7 Total:					\$20.78
Vendor: 00233 - WESTERN DIESEL SERVICES, INC					
SVI083918	GENERATOR SERVICE - CITY HALL	100-720-7190			\$448.00
SVI083920	GENERATOR SERVICE - NORTH LIFT STATION	520-670-7190			\$405.00
SVI083922	GENERATOR SERVICE - WWTP	520-670-7190			\$685.00
SVI083926	GENERATOR SERVICE - SOUTH BENEFIT LIFT STATION	520-670-7190			\$815.00
SVI083929	GENERATOR SERVICE - GROUND STORAGE	520-670-7190			\$440.00
SVI083931	GENERATOR SERVICE - NORTH EAST LIFT STATION	520-670-7190			\$315.00
SVI083959	GENERATOR SERVICE - 4.1 LIFT STATION	520-670-7190			\$540.00
SVI083969	GENERATOR SERVICE - 4.2 LIFT STATION	520-670-7190			\$410.00
SVI083973	GENERATOR SERVICE - OCHELTREE LIFT STATION	520-670-7190			\$440.00
SVI083979	GENERATOR SERVICE - STRONG LIFT STATION	520-670-7190			\$565.00
SVI083980	GENERATOR SERVICE - POLICE STATION	100-800-7190			\$450.00
SVI083993	GENERATOR SERVICE - WEST LIFT STATION	520-670-7190			\$431.51
Vendor 00233 - WESTERN DIESEL SERVICES, INC Total:					\$5,944.51
Vendor: 01505 - WITHHOLDING TAX					
INV0001760	KANSAS WITHHOLDING TAX PAYABLE	100-2100	DFT0001544	04/24/2020	\$4,032.08
INV0001760	KANSAS WITHHOLDING TAX PAYABLE	510-2100	DFT0001544	04/24/2020	\$157.29
INV0001760	KANSAS WITHHOLDING TAX PAYABLE	520-2100	DFT0001544	04/24/2020	\$177.22
Vendor 01505 - WITHHOLDING TAX Total:					\$4,366.59
Grand Total:					\$435,962.09

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DANIEL G. MILLER, P.E.
MEETING DATE: May 14, 2020
DATE: May 8, 2020

Consent / Formal Action / Discussion Item: Formal Action

Issue: Consider approval of Permanent Drainage and Utility easement dedication for Dayton Creek 6th Plat subdivision improvements.

Background: The Dayton Creek 6th Plat improvement plans have some storm sewers that either are slightly outside the DC 6 final plat limits for future expansion, or in the final design require some easements on lots that did not show them on the final plat. Easements need to be dedicated to accommodate these storm sewers.

Analysis: The easement legal descriptions have been reviewed by the City Engineer, and the easement form has been reviewed by the City Attorney.

Funding Review or Budgetary Impact: There is no budgetary impact with this issue.

Recommendation: Staff recommends the governing body accept the proposed Permanent Storm Sewer Easement.

Attachments: Dayton Creek 6th Plat Storm Sewer easement.

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 15th day of April, 2020, by and between **PV INVESTMENTS, LLC**, a Kansas Limited Liability Company, hereinafter called **Grantor**, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called **Grantee**.

WITNESSETH:

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

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

**SECTION ONE
GRANT OF EASEMENT**

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

- (i) ingress and egress for the purposes set forth herein;
- (ii) the installation, construction, reconstruction, maintenance, inspection, repair and removal of storm drainage facilities, and underground utilities (including electrical, water, telephone, communication and data transmission, distribution and service lines), and any other purpose incidental to the construction, reconstruction, improvement, maintenance or operation of any aspect of any utility service (including, without limitation, electricity, natural gas, water, storm drainage, telephone, cable television, internet access, video, broadband, data

transmission or similar service) or the construction, reconstruction, improvement, maintenance, inspection, repair and removal of any underground facilities or operations related to any aspect of any utility service on, in, over, under and through the following tracts of land in the City of Spring Hill, Johnson County, Kansas and legally described and depicted in **Exhibit A (“Additional Drainage Easement Premises”)**, **Exhibit B (“Additional Off-Site Drainage Easement Premises)**, and **Exhibit C (“Additional Utility Easement Premises”)** (the Additional Drainage Easement Premises, the Additional Off-Site Drainage Easement Premises and the Additional Utility Easement Premises, shall collectively be referred to herein as the **“Premises”**); and

- (iii) the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, or other drainage facility, tributary connections and appurtenances thereto in any part of the easement, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility within the area of the easement.

SECTION TWO ADDITIONAL RIGHTS OF GRANTEE

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

SECTION THREE RIGHTS OF GRANTOR

Grantor reserves the right to fully use and enjoy the Premises except for such use as may unreasonably interfere with the exercise by Grantee or any other authorized user of the rights granted herein. Grantor shall not construct nor permit to be constructed any house, structure, or obstruction on or over the Premises or interfering with the construction, maintenance, or operation of any utility line, improvement, facility or appurtenance constructed pursuant to this instrument or with any right granted to Grantee or any use by Grantee authorized by this

instrument. Grantor may fence the whole or any part of the boundaries of the area within the Premises without approval of the Grantee as long as said fence does not interfere with Grantee's access rights to, across or over the said Premises. Grantor further agrees that he will not change the grade of the area within the said Premises without approval of the Grantee.

SECTION FOUR PROTECTION OF SURFACE

Any utility lines placed underground on the Premises shall be constructed at a sufficient depth so that such utility lines will not interfere with the cultivation or drainage of the property.

SECTION FIVE RESTORATION OF SURFACE

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

All of said restoration to be done within a reasonable time after construction completion, but in any event shall be done within 60 days after construction completion.

SECTION SIX WARRANTY OF TITLE

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

SECTION SEVEN EFFECT OF AGREEMENT

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

The rest of this page intentionally left blank; signature page follows.

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

GRANTOR:

PV INVESTMENTS, LLC, a
Kansas limited liability company



DR. BRADLEY VINCE, Manager

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED that on this 1st day of April, 2020, before me, the undersigned, a notary public in and for the County and State aforesaid, came Dr. Bradley Vince, Manager of **PV Investments, LLC**, a Limited Liability Company duly formed under the provisions of the Kansas Limited Liability Company Act, who is personally known to me to be such managing member and who is personally know to me to be the same person who executed as such managing member, 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 affixed my seal, the day and year last above written.



Notary Public

My Appointment Expires:
11-19-2023

(SEAL)



EXHIBIT A
Additional Drainage Easement Premises

January 27, 2020

ADDITIONAL DRAINAGE EASEMENT
DAYTON CREEK, SIXTH PLAT
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS

All that part of DAYTON CREEK, SIXTH PLAT, a subdivision of land in the City of Spring Hill, Johnson County, Kansas, recorded in Book 201909 at Page 000934 in the office of the Register of Deeds, Johnson County, Kansas, more particularly described as follows:

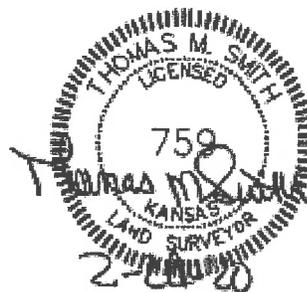
All of the Northwesterly 7.5 feet of Lot 182, adjoining Lot 183 of said DAYTON CREEK, SIXTH PLAT

...and also...

All of the Southeasterly 7.5 feet of Lot 183, adjoining Lot 182 of said DAYTON CREEK, SIXTH PLAT

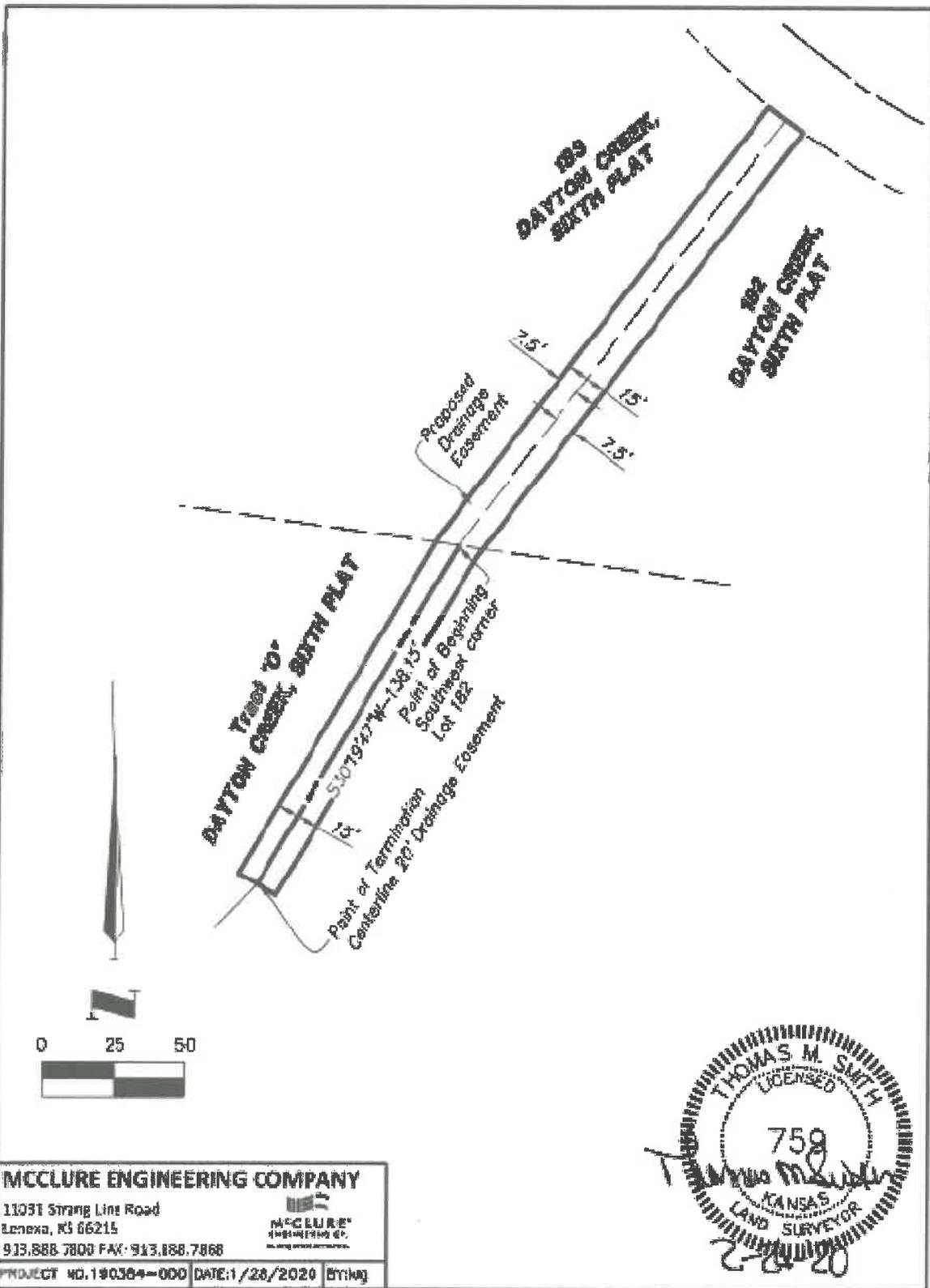
...and also...

A strip of land 15' in width, lying across Tract "O" of said DAYTON CREEK, SIXTH PLAT, more particularly described as follows: Beginning at the Southwest corner of said Lot 182; thence S 30° 19' 47" W, a distance of 138.15 feet to the Point of Termination on the centerline of a 20 foot wide drainage easement granted to the City of Spring Hill by said DAYTON CREEK, SIXTH PLAT.



McCLURE ENGINEERING CO.
11033 Hanna Lane Road
Lenexa, Kansas 66215
Phone: (913) 888-7600

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MCCLURE ENGINEERING COMPANY
 11031 String Line Road
 Benewa, KS 66215
 913.888.7800 FAX: 913.888.7868

MCCLURE
 ENGINEERING CO.

PROJECT NO. 190384-000 DATE: 1/28/2020 BY: jwg

Exhibit A, Page 2

EXHIBIT B
ADDITIONAL OFF-SITE DRAINAGE EASEMENT PREMISES

January 29, 2020

ADDITIONAL OFF-SITE DRAINAGE EASEMENT
PART OF THE SW 1/4, SEC. 35-14-23
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS

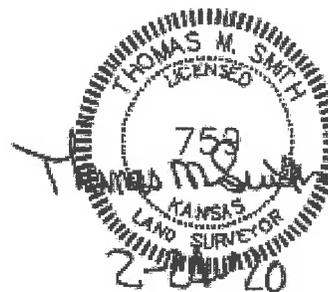
A strip of land 15 feet in width across part of the SW 1/4 of Section 35, Township 14, Range 23 in the City of Spring Hill, Johnson County, Kansas, lying 7.5 feet on each side of the following described centerline: Commencing at the Southwest corner of Lot 224, DAYTON CREEK, SIXTH PLAT, a subdivision of land in the City of Spring Hill, Johnson County, Kansas, said point also being on the Easterly right-of-way line of Theden Street, as now established; thence Southerly along the East right-of-way line of said Theden Street, said line being on a 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 15° 57' 49", and an arc distance of 130.95 feet to the Point of Beginning; thence N 88° 57' 49" E, a distance of 29.29 feet to the Point of Termination.

Any reference to Lot 224, DAYTON CREEK, SIXTH PLAT, is for descriptive purposes only.

The above described tract of land does not encumber said Lot 224.



McCLURE ENGINEERING CO.
11071 Spring Lake Road
Leawood, Kansas 66211
Phone: (913) 881-7000



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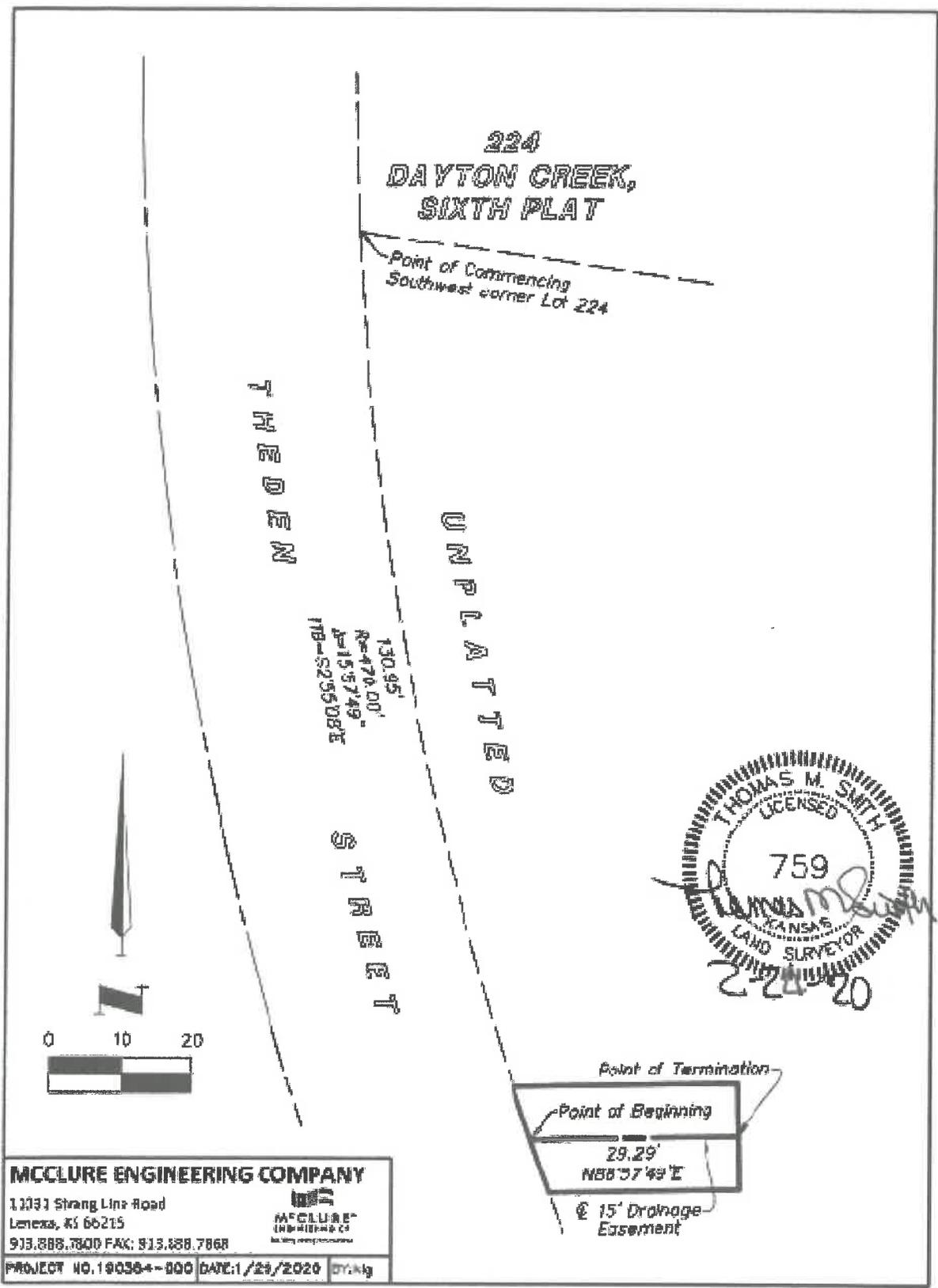


Exhibit B, Page 2

EXHIBIT C
ADDITIONAL UTILITY EASEMENT PREMISES

January 27, 2020

ADDITIONAL UTILITY EASEMENTS
DAYTON CREEK, SIXTH PLAT
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS

All that part of DAYTON CREEK, SIXTH PLAT, a subdivision of land in the City of Spring Hill, Johnson County, Kansas, recorded in Book 201909 at Page 000934 in the office of the Register of Deeds, Johnson County, Kansas, more particularly described as follows:

All of the Northerly, Northeasterly and Easterly 20 feet of Lots 181 through 186, inclusive, adjoining the Southerly, Southwesterly and Westerly right-of-way lines of W. 188th Terrace and Deer Run Street, as now established, all in said DAYTON CREEK, SIXTH PLAT

...and also...

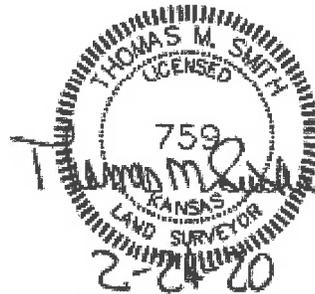
All of the East 20 feet of Lots 191 through 199, inclusive, adjoining the West right-of-way line of Deer Run Street, as now established, all in said DAYTON CREEK, SIXTH PLAT

...and also...

All of the North 20 feet of Lots 200 and 209 through 219, inclusive and the North 20 feet of Tract "P", all adjoining the South right-of-way line of W. 186th Terrace, as now established, all in said DAYTON CREEK, SIXTH PLAT

...and also...

All of the East 15 feet of Lots 220 and 221 and the East 15 feet of Tract "P", all adjoining the West right-of-way line of Theden Street, as now established, all in said DAYTON CREEK, SIXTH PLAT.



McCLURE ENGINEERING CO.
11831 Stratford Road
Lenexa, Kansas 66215
Phone: (913) 888-7800

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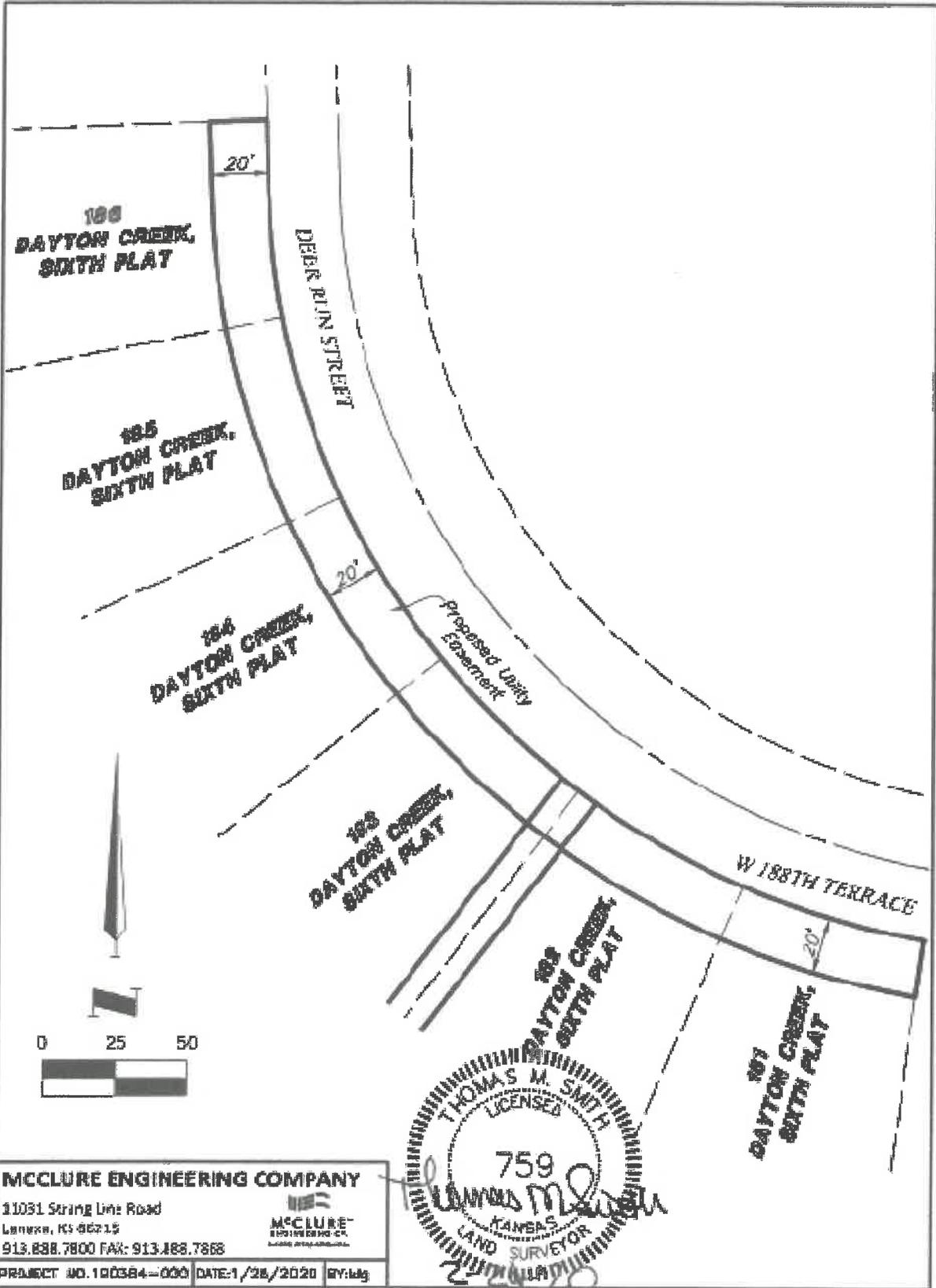
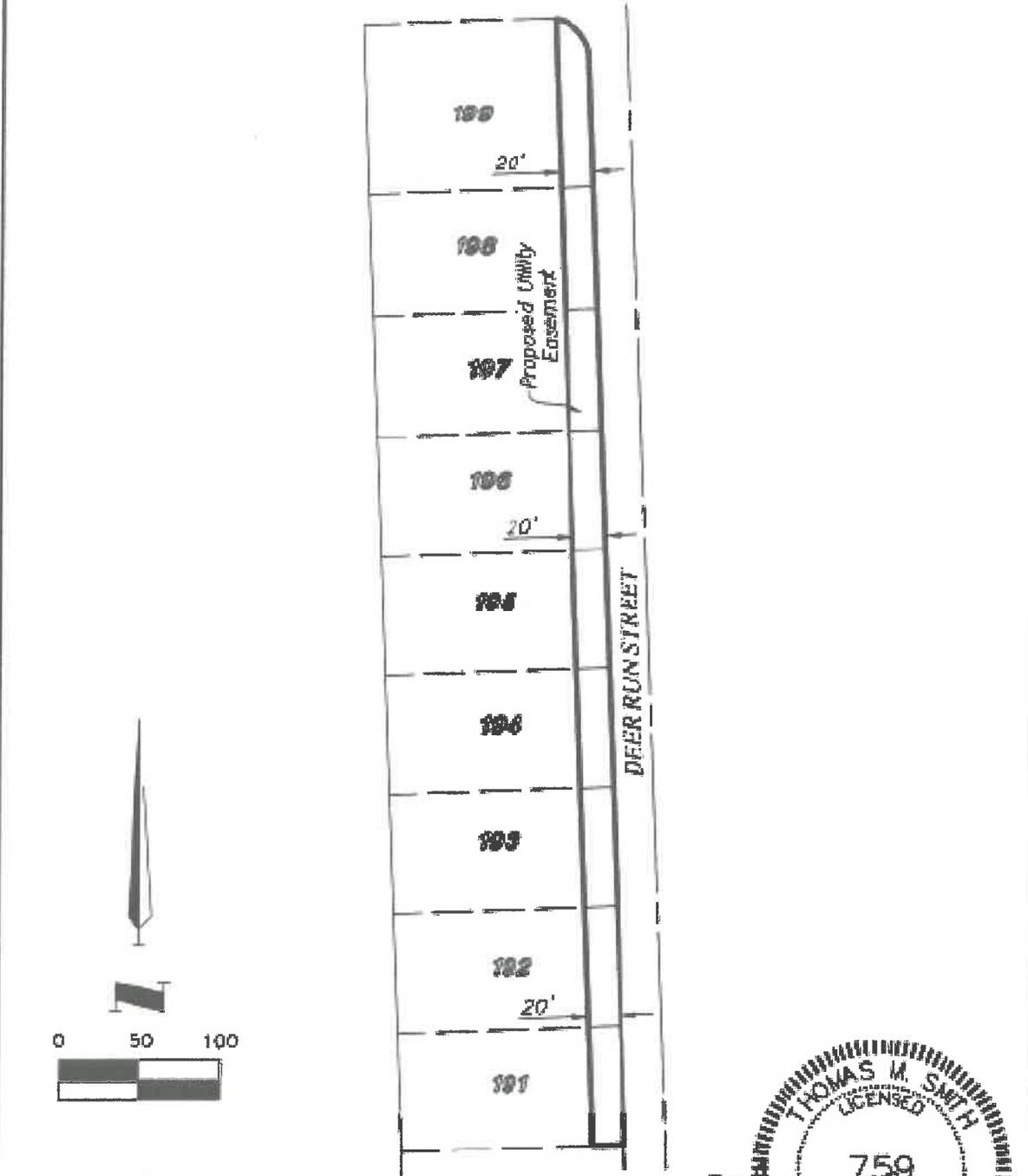


Exhibit C, Page 2

EXHIBIT

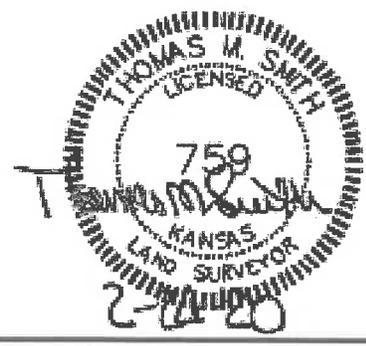


MCCLURE ENGINEERING COMPANY

11031 Strang Line Road
Lenexa, KS 66215
913.888.7900 FAX: 913.888.7868



PROJECT NO. 190384-000 | DATE: 1/28/2020 | BY: kfg



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DANIEL G. MILLER, P.E.
MEETING DATE: May 14, 2020
DATE: May 8, 2020

Consent / Formal Action / Discussion Item: Formal Action

Issue: Consider approval of Permanent Sanitary Sewer easement dedication for Dayton Creek 6th Plat subdivision improvements.

Background: The Dayton Creek 6th Plat improvement plans have some sanitary sewers that either are slightly outside the DC 6 final plat limits for future expansion, or in the final design require some easements on lots that did not show them on the final plat. Easements need to be dedicated to accommodate these sanitary sewers.

Analysis: The easement legal descriptions have been reviewed by the City Engineer, and the easement form has been reviewed by the City Attorney.

Funding Review or Budgetary Impact: There is no budgetary impact with this issue.

Recommendation: Staff recommends the governing body accept the proposed Permanent Sanitary Sewer Easement.

Attachments: Dayton Creek 6th Plat Sanitary Sewer easement.

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 15th day of Apr. 1, 2020, by and between **PV INVESTMENTS, LLC**, a Kansas Limited Liability Company, hereinafter called **Grantor**, and the **CITY OF SPRING HILL, KANSAS**, a Municipal Corporation, in the County of Johnson, State of Kansas, hereinafter called **Grantee**.

WITNESSETH:

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

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

**SECTION ONE
GRANT OF EASEMENTS**

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

- (i) ingress and egress for the purposes set forth herein;
- 1) (ii) the installation, construction, reconstruction, improvement, maintenance, inspection, repair and removal of sanitary sewers and any other purpose incidental to the construction, reconstruction, improvement, maintenance or operation of any aspect of sanitary sewer service on, in, over, under and through the following tracts of land in the City of Spring Hill, Johnson County, Kansas, and legally described and depicted in **Exhibit A ("Easement #1 Premises")**, **Exhibit B ("Easement #2 Premises")**, **Exhibit C ("Easement #3 Premises")**, **Exhibit D ("Easement #4 Premises")**, **Exhibit E ("Easement #5 Premises")**, and **Exhibit F ("Easement # 6 Premises")** (the Easement #1 Premises, together with the

Easement #2 Premises, Easement #3 Premises, Easement, #4 Premises, Easement #5, and Easement #6 Premises, shall collectively be referred to herein as the "Premises").

SECTION TWO ADDITIONAL RIGHTS OF GRANTEE

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

SECTION THREE RIGHTS OF GRANTOR

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

SECTION FOUR PROTECTION OF SURFACE

Any utility lines placed underground on the Premises shall be constructed at a sufficient depth so that such utility lines will not interfere with the cultivation or drainage of the property.

**SECTION FIVE
RESTORATION OF SURFACE**

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

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

**SECTION SIX
WARRANTY OF TITLE**

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

**SECTION SEVEN
EFFECT OF AGREEMENT**

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

[The rest of this page intentionally left blank; signature page follows.]

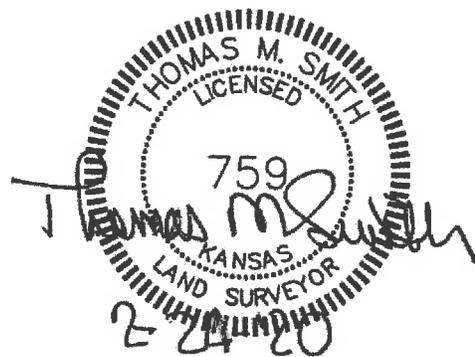
**EXHIBIT A
EASEMENT #1PREMISES**

**SANITARY SEWER EASEMENT
SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS**

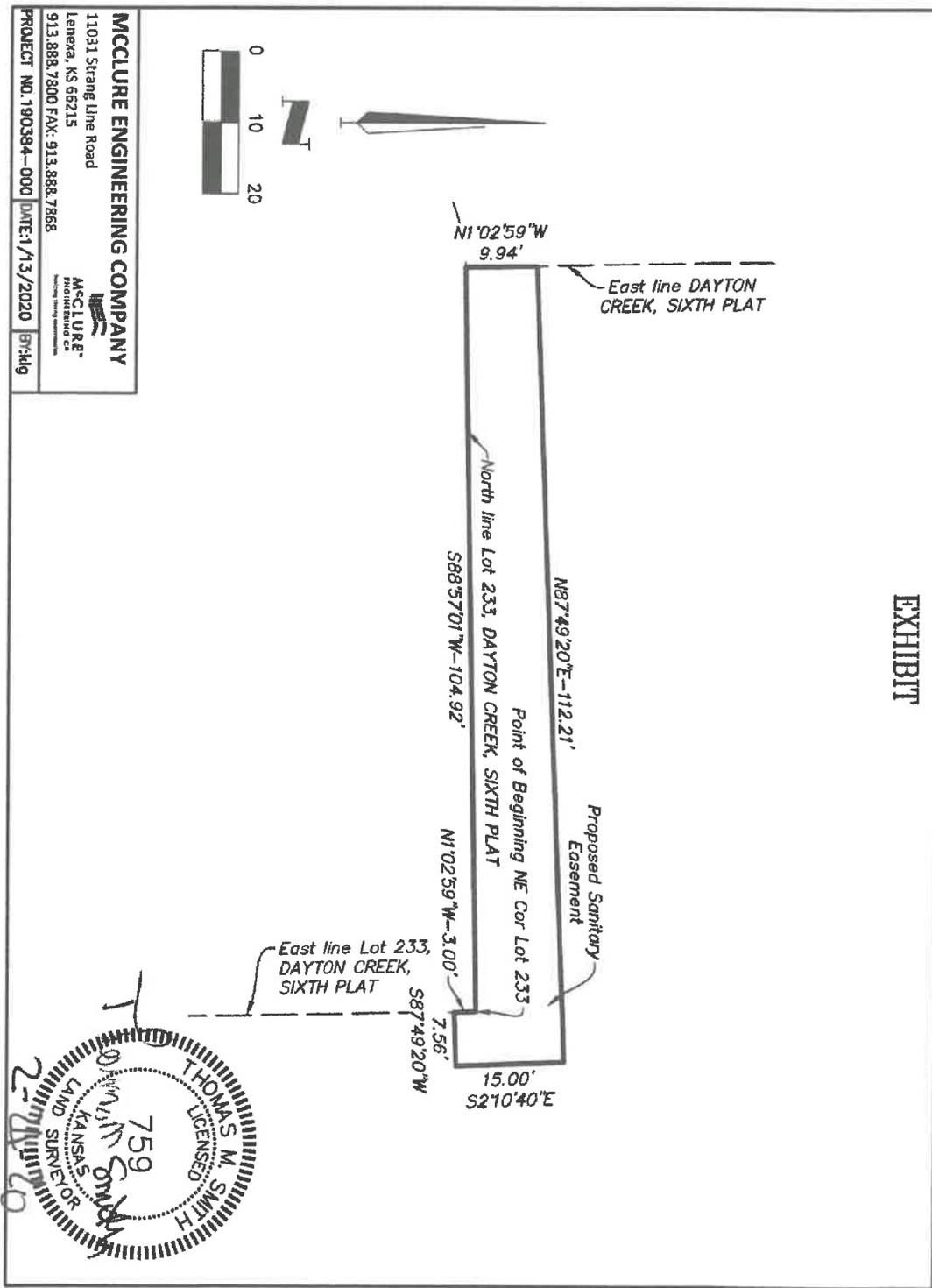
All that part of SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST, in the City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of Lot 233, DAYTON CREEK, SIXTH PLAT, a subdivision of land in Spring Hill, Johnson County; thence S 88°57' 01" W along the North line of said Lot 233, a distance of 104.92 feet to a point on the East line of said DAYTON CREEK, SIXTH PLAT; thence N 1° 02' 59" W along said East line, a distance of 9.94 feet; thence N 87° 49' 20" E, a distance of 112.21 feet; thence S 2° 10' 40" E, a distance of 15.00 feet; thence S 87° 49' 20" W, a distance of 7.56 feet to a point on the East line of said Lot 233; thence N 1° 02' 59" W, a distance of 3.00 feet to the Point of Beginning.

The above described tract of land contains 1,262 square feet, more or less.

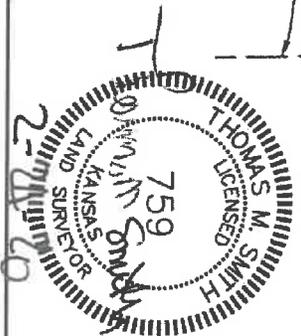


EXHIBIT



MCCLURE ENGINEERING COMPANY
11031 Strang Line Road
Lenexa, KS 66215
913.888.7800 FAX: 913.888.7868
PROJECT NO. 190394-000 DATE: 7/3/2020

MCCLURE
Professional Surveyors
Professional Engineers



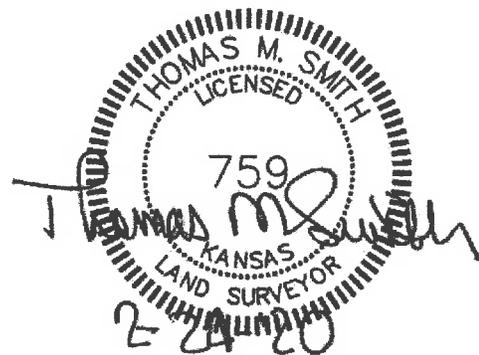
**EXHIBIT B
EASEMENT #2 PREMISES**

**SANITARY SEWER EASEMENT
LOT 176, DAYTON CREEK, SIXTH PLAT
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS**

All that part of Lot 176, DAYTON CREEK, SIXTH PLAT, in the City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

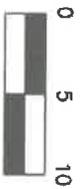
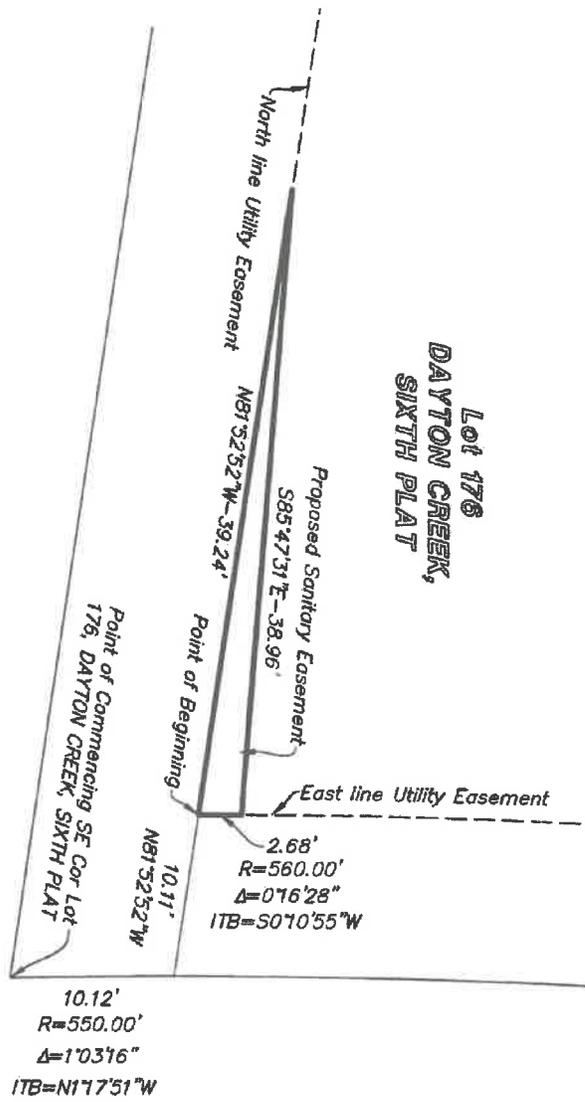
Commencing at the Southeast corner of said Lot 176; thence Northerly along the East line of said Lot 176 being a curve to the right, having an initial tangent bearing of N 1° 17' 51" W, a radius of 550.00 feet, a central angle of 1° 03' 16" and an arc length of 10.12 feet to a point of non-tangency said point being on the Easterly extension of the North line of a Utility Easement filed by said DAYTON CREEK, SIXTH PLAT; thence N 81° 52' 52" W along said North line, a distance of 10.11 feet to the Point of Beginning; thence continuing N 81° 52' 52" W along the North line of said Utility Easement, a distance of 39.24 feet; thence S 85° 47' 31" E, a distance of 38.96 feet to a point on the East line of said Utility Easement said point also being on a curve; thence Southerly along a curve to the left, having an initial tangent bearing S 0° 10' 55" W, a radius of 560.00 feet, a central angle of 0° 16' 28" and an arc length of 2.68 feet to the Point of Beginning.

The above described tract of land contains 52 square feet, more or less.

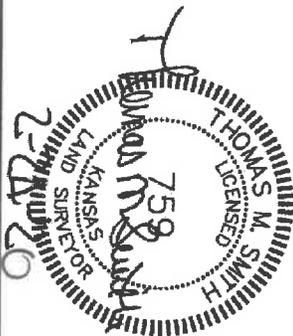


EXHIBIT

Lot 176
DAYTON CREEK,
SIXTH PLAT



MCCLURE ENGINEERING COMPANY
11031 Strang Line Road
Lenexa, KS 66215
913.888.7800 FAX: 913.888.7868
PROJECT NO. 190394-000 DATE: 1/13/2020 BY: kg



**EXHIBIT C
EASEMENT #3 PREMISES**

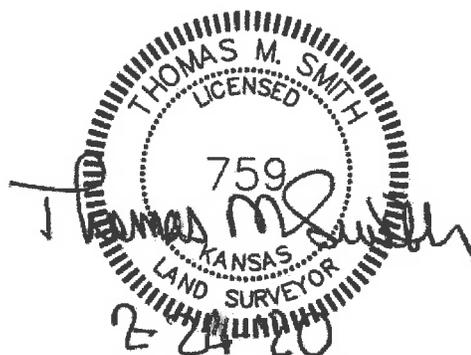
**SANITARY SEWER EASEMENT
SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS**

All that part of SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST, in the City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

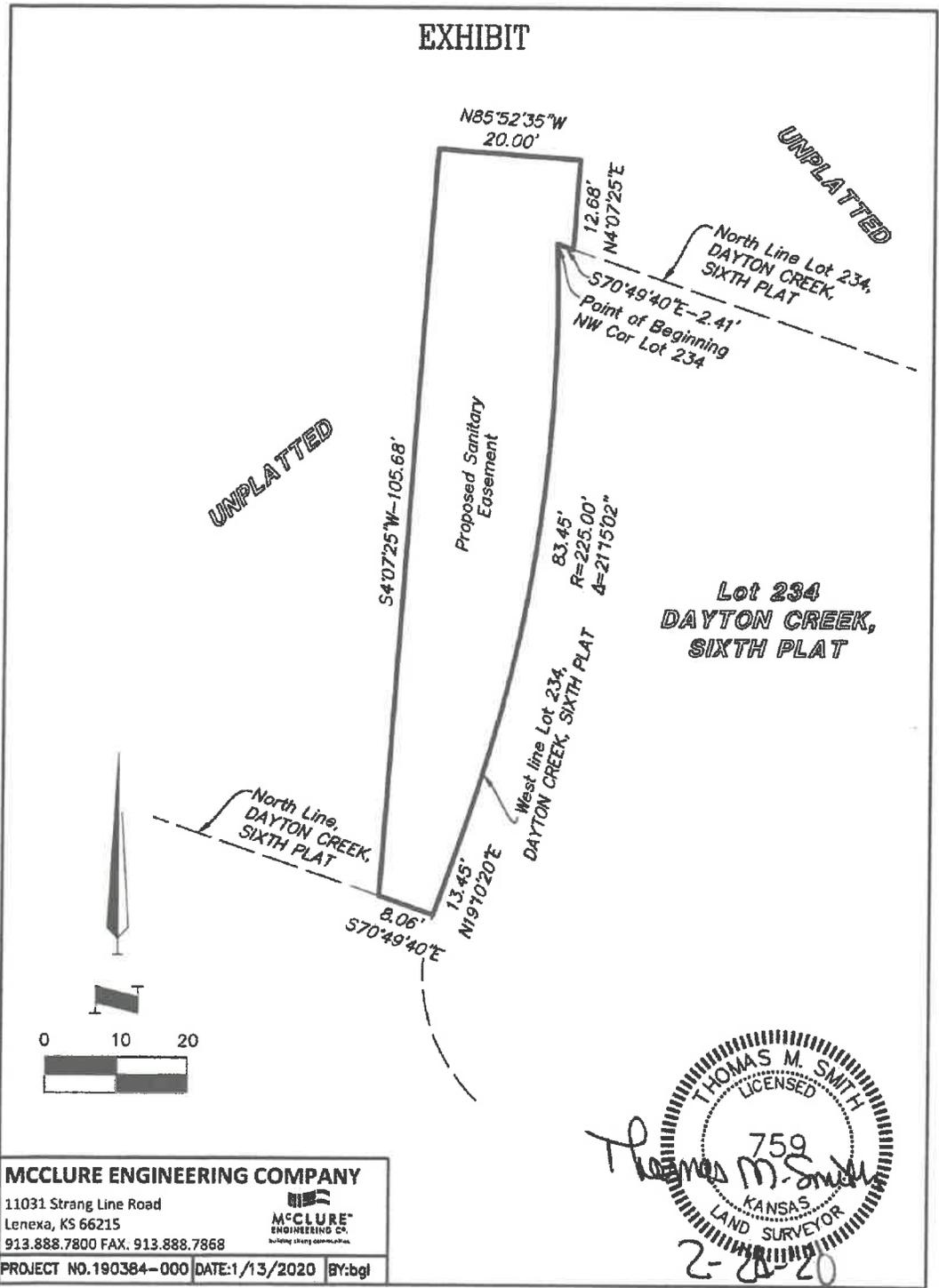
Beginning at the Northwest corner of Lot 234, DAYTON CREEK, SIXTH PLAT, a subdivision of land in the City of Spring Hill, Johnson County; thence S 70° 49' 40" E along the North line of said Lot 234, a distance of 2.41 feet; thence departing said North line N 4° 07' 25" E, a distance of 12.68 feet; thence N 85° 52' 35" W, a distance of 20.00 feet; thence S 4° 07' 25" W, a distance of 105.68 feet to a point on the North line of said DAYTON CREEK, SIXTH PLAT; thence S 70° 49' 40" E along said North line, a distance of 8.06 feet to a point on the West line of said Lot 234; thence N 19° 10' 20" E, along said West line, a distance of 13.45 feet to a point of curvature; thence Northwesterly 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 to the Point of Beginning.

The above described tract of land contains 1,769 square feet, more or less.

Any reference to Lot 234, DAYTON CREEK, SIXTH PLAT is for descriptive purposes only. The above described tract of land does not encumber, Lot 234, DAYTON CREEK, SIXTH PLAT or any part of DAYTON CREEK, SIXTH PLAT thereof.



EXHIBIT



MCCLORE ENGINEERING COMPANY
11031 Strang Line Road
Lenexa, KS 66215
913.888.7800 FAX. 913.888.7868

MCCLORE ENGINEERING CO.
a harsco strong construction company

PROJECT NO. 190384-000 DATE: 1/13/2020 BY: bgl

THOMAS M. SMITH
LICENSED
759
KANSAS
LAND SURVEYOR
2-8-20

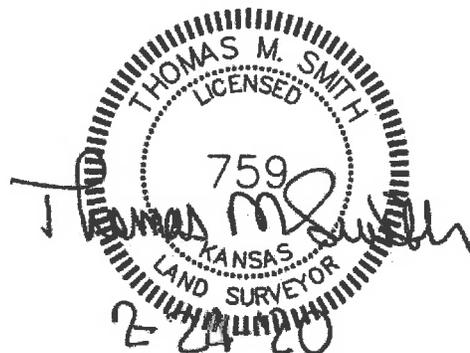
**EXHIBIT D
EASEMENT #4 PREMISES**

**SANITARY SEWER EASEMENT
SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS**

A strip of land 15 feet in width across part of SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST, in the City of Spring Hill, Johnson County, Kansas, lying 7.5 feet each side of the following described centerline:

Commencing at the Northeast corner of Tract Q, DAYTON CREEK, SIXTH PLAT, a subdivision of land in Spring Hill, Johnson County; thence S 19° 10' 20" W along the East line of said Tract Q, a distance of 95.00 feet to a point on the North line of said DAYTON CREEK, SIXTH PLAT; thence S 70° 49' 40" E along said North line, a distance of 60.00 feet to a point on a curve; thence Southerly and Southeasterly along said North line being a curve to the left, having an initial tangent bearing of S 19° 10' 20" W, a radius of 25.00 feet, a central angle of 61° 18' 12" and an arc length of 26.75 feet to the Point of Beginning being a point of non-tangency; thence N 15° 52' 38" E, a distance of 29.47 feet to a Point of Termination.

The above described tract of land contains 432 square feet, more or less.



EXHIBIT

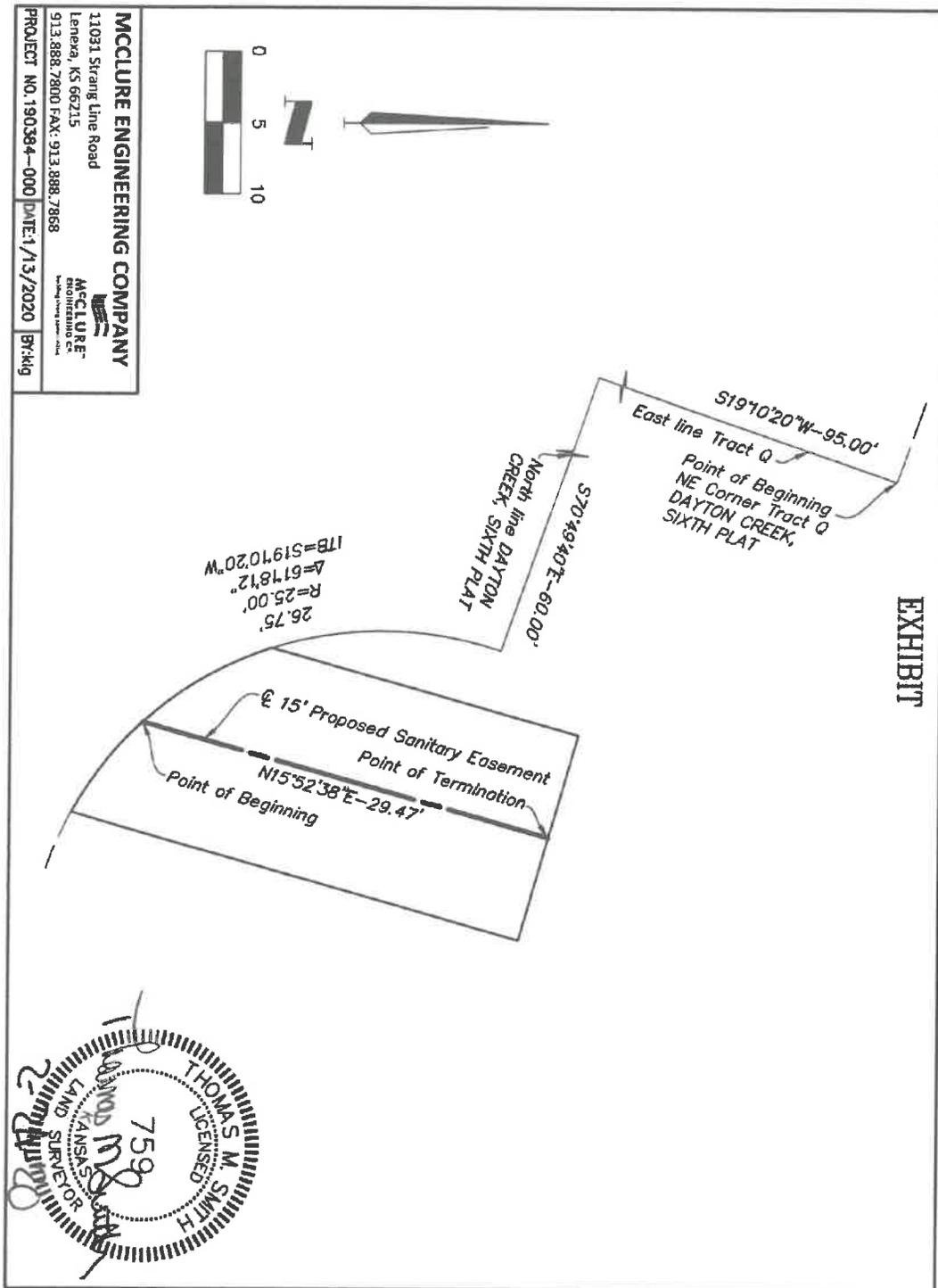


Exhibit D, page 2

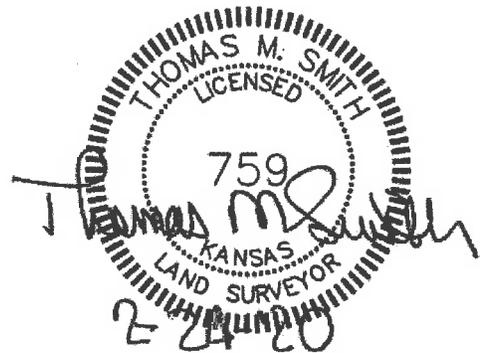
**EXHIBIT E
EASEMENT #5 PREMISES**

**SANITARY SEWER EASEMENT
SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS**

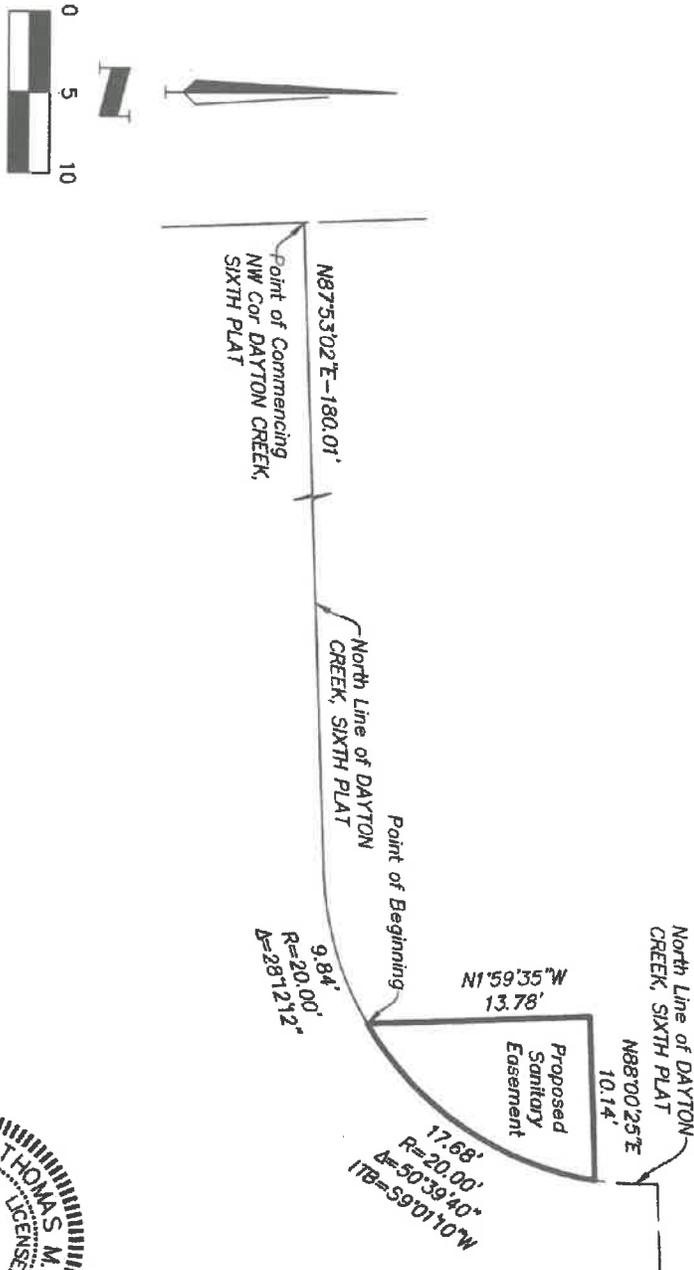
All that part of SECTION 35, TOWNSHIP 14 SOUTH, RANGE 23 EAST, in the City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of DAYTON CREEK, SIXTH PLAT, a subdivision of land in Spring Hill, Johnson County; thence N 87°53' 02" E along the North line of said DAYTON CREEK, SIXTH PLAT, a distance of 180.01 feet to a point of curvature; thence Northeasterly along said North line being a curve to the left, having a radius of 20.00 feet, a central angle of 28° 12' 12" and an arc length of 9.84 feet to the Point of Beginning being a point of non-tangency; thence N 1° 59' 35" W, a distance of 13.78 feet; thence N 88° 00' 25" E, a distance of 10.14 feet to a point on the Northerly line of said DAYTON CREEK, SIXTH PLAT, said point being on a curve; thence Southwesterly along said Northerly line being a curve to the right, having an initial tangent of S 9° 01' 10" W, a radius of 20.00 feet and an arc length of 17.68 feet to the Point of Beginning.

The above described tract of land contains 92 square feet, more or less.



EXHIBIT



MCCLURE ENGINEERING COMPANY
 11031 Strang Line Road
 Lenexa, KS 66215
 913.888.7800 FAX: 913.888.7868
PROJECT NO. 190394-000 | **DATE: 1/3/2020** | **BY: Mlg**

THOMAS M. SMITH
 LICENSED
 759
 KANSAS
 LAND SURVEYOR
 2-21-20

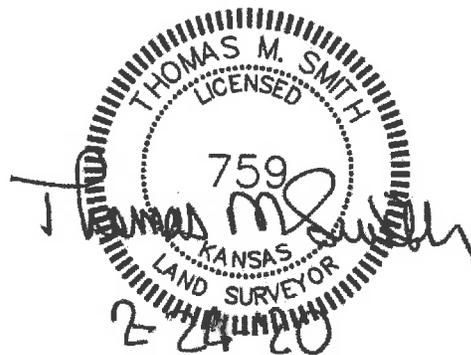
**EXHIBIT F
EASEMENT #6 PREMISES**

**SANITARY SEWER EASEMENT
TRACT O, DAYTON CREEK, SIXTH PLAT
CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS**

All that part of TRACT O, DAYTON CREEK, SIXTH PLAT, in the City of Spring Hill, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of Lot 176, DAYTON CREEK, SIXTH PLAT, a subdivision of land in Spring Hill, Johnson County, Kansas; thence Northerly along the East line of said Lot 176 being a curve to the right, having an initial tangent bearing of N 1° 17' 51" W, a radius of 550.00 feet, a central angle of 1° 24' 22" and an arc length of 13.50 feet to a point of non-tangency; thence S 85° 47' 31" E, a distance of 20.05 feet to a point on the East line of Tract O, DAYTON CREEK, SIXTH PLAT, said point being on a curve; thence Southerly along said East line being a curve to the left, having an initial tangent bearing of S 0° 02' 47" E, a radius of 530.00 feet, a central angle of 1° 37' 41" and an arc length of 15.06 feet to a point of non-tangency; thence N 85° 47' 31" W, a distance of 107.43 feet to a point on the Southeasterly line of an existing Sanitary Sewer Easement filed by said DAYTON CREEK, SIXTH PLAT; thence N 64° 06' 43" E along said East line, a distance of 6.00 feet; thence N 8° 07' 08" E along said East line, a distance of 4.14 feet to a point on the South line of said Lot 176; thence S 81° 52' 52" E, a distance of 81.89 feet to the Point of Beginning.

The above described tract of land contains 665 square feet, more or less.



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JAMES E. BOYER, DIRECTOR OF PUBLIC WORKS
MEETING DATE: MAY 14, 2020
DATE: APRIL 27, 2020

Consent Council Item: Kansas Department of Health and Environment (KDHE) - Waste Tire Grant Program.

Issue: Consider Approval to Sign Agreements with KDHE for Waste Tire Grant Program.

Background:, The City of Spring Hill received a letter from the KDHE Bureau of Waste Management dated April 6, 2020 stating that the application submitted by city staff last year for Grant Funds, for fiscal reimbursement May 1, 2020 thru April 30, 2021, has been approved.

Analysis: Purchase eligible items include products made from Kansas waste tires; shipping expenses; supplies such as color, binder, coating; installation of pour-in-place playground surfacing and approved signage.

The City of Spring Hill Parks Division will use the grant funding exclusively to mulch and install benches at the Veterans Park playground facilities. Grant Funding for both contracts total \$9,928.30. This grant is a 50% matching grant.

Alternatives:

- Motion to authorize Mayor Ellis's signature on each Grant Agreement.
- Deny such.
- Remand the staff for additional information.

Legal Review: Both agreements have been reviewed by the City Attorney.

Funding Review or Budgetary Impact: Veterans Park Construction 300-000-8000 Project PR1801E

Recommendation: Motion to authorize Mayor Ellis's signature on the KDHE's Agreements for Grant Funding.

Attachments:

- KDHE Notification Letter.
- KDHE Agreements and Associated Documentation

April 6, 2020

Dear Grantee,

On behalf of the Secretary of the Department of Health and Environment and the Governor's Solid Waste Grants Advisory Committee, I am pleased to inform you that your project has been selected to receive a grant under the KDHE Waste Tire Grant Program. Your grant application was one of many projects reviewed by the Governor's Solid Waste Grants Advisory Committee for FY 2020. KDHE Secretary Dr. Lee A. Norman has approved the Committee recommended 51 individual waste tire recycling grants, totaling \$468,917.78 of grant funding.

We are pleased to award a grant to be used for the purchase of items included in the approved grant application. The details of your grant are finalized in a grant contract that is enclosed. Please do not purchase any items before the start date or before the signed contract has been finalized. Some of the items proposed in your application for grant or match may not be an eligible expense. It is your responsibility to purchase only the products designated on your application and to match the grant money dollar for dollar with eligible expenses.

Keep in mind the Solid Waste Grants Advisory Committee awarded grants based on the application submitted; therefore, it is important to follow your proposed project budget. This includes not only the requested grant funds, but also the proposed match (especially cash matches). Any changes to the project or proposed match must be pre-approved by KDHE on the form "Request for Amendment to Approved Grant/Budget".

Enclosed are two originals of the FY 2020 Waste Tire Grant contract. Please have the authorized representative identified in your grant application sign both contracts and return as soon as possible to the Bureau of Waste Management (BWM) at the address above before May 15, 2020. Once the contracts have been returned, they will be sent through concurrence and then to the Secretary of KDHE for signature. One of the signed originals will be returned to you. The KDHE Business Office will process the advance payment within three to five weeks of the date the Secretary signs the contracts. If you have any questions regarding the enclosed contract, please contact Jessica Ruiz at (785) 296-1617 or jessica.ruiz@ks.gov. Questions regarding payments can be directed to Karen Lollman, (785) 291-3510 or klollman@kdheks.gov. Congratulations and best wishes with the implementation of your project!

Sincerely,



Jessica Ruiz
Public Service Administrator

CONTRACT

Between

SECRETARY of HEALTH and ENVIRONMENT of KANSAS

And

City of Spring Hill

SUBJECT: Kansas Waste Tire Grant Program
DIVISION: Environment – Bureau of Waste Management
CONTRACT PERIOD: May 1, 2020 – April 30, 2024
FISCAL REIMBURSEMENT PERIOD: May 1, 2020 – April 30, 2021
CONTRACT AMOUNT: \$5,825.30

This agreement between the Secretary of the Kansas Department of Health and Environment, herein known as KDHE, and City of Spring Hill herein known as the Grantee, takes effect May 1, 2020 and terminates April 30, 2024.

In consideration of the mutual promises contained hereinafter, the parties therefore covenant that:

- I. KDHE shall:
 - (1) Pay the Grantee up to 50% of eligible costs incurred, for conducting the activities outlined in Section II (3). KDHE shall be authorized to order repayment of any disbursed grant monies if Grantee violates any provision of the contract.
 - (2) Advance 50% of the total grant amount upon execution of the contract.
 - (3) Reimburse the remainder of the grant award upon receipt of Affidavits of Expenditures supported by evidence of expenditure.
 - (4) Retain 10% of the total grant amount until a final report and any additional required documentation has been received and approved by KDHE.
 - (5) Provide technical assistance to the Grantee.
 - (6) Monitor the program for compliance with the approved project proposal.

II. The Grantee shall:

- (1) Accept the responsibility for risks associated with services performed before this contract is fully executed by final signature of the Secretary of KDHE.
- (2) Purchase eligible items included in the original grant proposal for City of Spring Hill, which is incorporated herein. Eligible items include: products made from Kansas waste tires; shipping expenses; supplies such as color, binder, coating; installation of pour-in-place playground surfacing and approved signage. Waste tire-derived products must be purchased within six (6) months of the award date, or the advance payment will be returned to KDHE.
- (3) Fulfill the 50% match required by K.S.A. 65-3415(c) by providing at least \$5,825.30 in financial and in-kind project resources. Match must be spent in proportion with grant funding.
- (4) Submit an affidavit of expenditure form (including receipts and expense documentation) for reimbursement of expenses. These expenses shall be only for items agreed to in the accepted project proposal document. Grantees are encouraged to spend the entire grant and request reimbursement as soon as possible. Grantee must return any unused funds to KDHE within 30 days of the fiscal reimbursement expiration date.
- (5) Obtain prior, written approval is required for a modification from the approved grant (e.g. reallocating dollar amounts among budget categories within the existing award amount or changing the scope of the project). A request to amend the approved grant/budget form must be submitted and approved by KDHE in its discretion. The original award amount may not be increased. When the grant/budget amendment has been approved by written consent, the amendment will become the official approved budget. The Governor's Solid Waste Grants Advisory Committee must approve reallocation requests.
- (6) Submit a summary report and affidavit of expenditures and supporting documentation in the required format to be received by KDHE no later than May 31, 2021. Affidavits submitted after May 31, 2021, at the sole discretion of KDHE, may be considered for reimbursement. Reimbursement will only be considered if the total amount of the grant has not been exhausted and the funds are available.
- (7) Include photos, a breakdown of all costs, and a narrative description of the project and a summary of the results in a summary report submitted to KDHE. A checklist to assist with the completion of the summary report will be provided by KDHE. If possible, the Grantee should document the project with news clippings and/or videos and include such items in the summary report.
- (8) **Submit to KDHE evidence of property insurance, or other documentation, demonstrating coverage for facilities, materials and/or products funded by the grant** whose individual cost exceeds \$1,000. The evidence of property insurance shall be submitted to KDHE for review and approval within 30 days of the purchase of product(s). In the event there is damage to the facility and/or product(s) funded by the grant which results in an insurance payment, Grantee agrees to utilize the proceeds to repair, replace, or rebuild the damaged items. If Grantee decides not to repair, replace, or rebuild the damaged items, Grantee agrees to reimburse KDHE for a pro-rated portion of said grant-funded project.
- (9) Maintain complete, accurately documented and current accounting of all program funds including match expended to provide an audit trail to source documentation. Other reports requested by KDHE shall be submitted within 30 days from KDHE's request.
- (10) Obtain prior approval from KDHE before purchasing any item not listed in the project proposal, if said item is to be purchased in whole or in part with State funds under this contract.
- (11) Insure that the materials received match the Playground Surfaces product that was tested to meet

ASTM 1292-04 (Head Impact - critical fall height criteria) and ASTM F1951 (Standard Specification for Determination of Accessibility to Surface Systems Under and Around Playground Equipment) as listed by name on KDHE's approved products and vendor list.

- (12) Install playground surfacing according to manufactures guidelines and conforming to the current Consumer Product Safety Commission Guidelines for Public Playground Safety (Publication 325). Submit a Certificate of Installation on a form provided by KDHE that certifies the Quality Officer was on site during all construction activities.
- (13) Require contracts for services that provide for payment only for: services rendered, specific timetables, procedures for billing, work to be done, and how Grantee will compensate the contractor. The contract shall include a definition and description of the services to be provided by the contractor.
- (14) Comply with all applicable federal, state and local laws and regulations regarding proper playground and park installations.
- (15) Agree to allow KDHE or any of its employees or agents to enter and freely move about all property in which work connected to this grant contract is being or has been performed for the purposes of: interviewing site personnel and contractors; auditing and inspecting records, contracts and any other documents pertaining to the activities involved; and reviewing the progress of Grantee in completing its duties under the grant contract.
- (16) Permit KDHE to take any pictures or to conduct videotaping at the site. Grantee also agrees to permit KDHE, its employees or agents to inspect and copy all records, files, photographs, documents and other writings that pertain to work undertaken in connection with this grant contract.
- (17) Agree to preserve all records pertaining to the work conducted in connection with this grant contract during the time the grant contract is in effect, and following termination of the contract, in accordance with the Public Records Preservation Act, K.S.A. 45-401, et seq.
- (18) Post the sign provided by KDHE and/or use the designated logo and recognize the source of grant money at the project site, on capital equipment, and promotional materials. The signage should include language that states, "materials made from recycled tires funded in part by a Waste Tire Management Grant from the Kansas Department of Health and Environment".
- (19) Agree to participate in Keep It Clean Kansas public education campaigns and KDHE outreach activities in a manner that is appropriate to the Grantee's needs.
- (20) Agree to complete and return annual KDHE surveys.
- (21) **Certify by accepting this grant that this project is ADA compliant, or is part of an overall facilities system that provides ADA access and compliance pursuant to all local, state and federal requirements.**
- (22) Immediately return any unused funds upon voluntary termination of the contract by either Party.

III. Both parties mutually agree that:

- (1) This agreement may be terminated by either party by giving at least thirty days' written notice in advance of the effective date of cancellation to the other party. Upon voluntary termination of the contract, the Grantee is required to submit a final report. Grantee's obligations in the contract regarding disbursed money or equipment purchased with grant money shall remain in effect for the duration of the contract period.
- (2) The provisions found in Contractual Provisions Attachment A (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (3) The provisions found in the Policy Regarding Sexual Harassment, Attachment B, which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (4) Failure of the grantee to comply with any of the provisions of this grant will be deemed a violation and material breach of this agreement and KDHE may, at its discretion, refuse to release funds to Grantee as well as pursue any and all available legal remedies. KDHE is only liable for reimbursement for actions and services actually rendered pursuant to the terms of this agreement.
- (5) This agreement creates no property right to any grant money. Grantor reserves the right to disallow any expenditure upon review. It is understood that there is no right of appeal from any decision of KDHE for any payment or non-payment of grant money. The Secretary reserves the right to adjust the amount of grant money disbursed based upon availability of funding.
- (6) K.S.A. 65-3415(f) states that the grantee shall not be eligible to receive grants authorized by K.S.A. 65-3415 if the grantee is operating in substantial violation of applicable solid and hazardous waste laws or rules and regulations. This also includes complying with K.S.A. 65-3405, the statute requiring solid waste management plans. Failure of a county or regional authority to comply with K.S.A. 65-3405 shall bar receipt of any grant funds by any entity within the jurisdiction of such county or regional authority unless the grant would support a project expected to yield benefits to counties outside the jurisdiction of such county or regional authority.
- (7) In the event the Grantee operates in substantial violation of applicable solid or hazardous waste laws or utilizes grant money for any unauthorized purpose, the Grantee will not meet KDHE's minimum requirements for grant eligibility for future grants authorized by K.S.A. 65-3401, et seq. and will not be eligible for such grants.
- (8) K.S.A. 65-3415(g) authorizes the Secretary to take action if a grant recipient has utilized grant moneys for unauthorized purposes. This could include ordering the repayment of any grant money, canceling department commitments or filing an action in district court for recovery of grant funds and expenses.
- (9) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.

Lee A. Norman, M.D., Secretary
Kansas Department of Health and Environment

Date

Steven M. Ellis
Mayor
City of Spring Hill

Date

Attachment A

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

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
The parties agree that following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of May, 2020

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

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

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

ATTACHMENT B

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

CONTRACT

Between

SECRETARY of HEALTH and ENVIRONMENT of KANSAS

And

City of Spring Hill

SUBJECT: Kansas Waste Tire Grant Program
DIVISION: Environment – Bureau of Waste Management

CONTRACT PERIOD: May 1, 2020 – April 30, 2024

FISCAL REIMBURSEMENT PERIOD: May 1, 2020 – April 30, 2021
CONTRACT AMOUNT: \$4,103.00

This agreement between the Secretary of the Kansas Department of Health and Environment, herein known as KDHE, and City of Spring Hill herein known as the Grantee, takes effect May 1, 2020 and terminates April 30, 2024.

In consideration of the mutual promises contained hereinafter, the parties therefore covenant that:

- I. KDHE shall:
 - (1) Pay the Grantee up to 50% of eligible costs incurred, for conducting the activities outlined in Section II (3). KDHE shall be authorized to order repayment of any disbursed grant monies if Grantee violates any provision of the contract.
 - (2) Advance 50% of the total grant amount upon execution of the contract.
 - (3) Reimburse the remainder of the grant award upon receipt of Affidavits of Expenditures supported by evidence of expenditure.
 - (4) Retain 10% of the total grant amount until a final report and any additional required documentation has been received and approved by KDHE.
 - (5) Provide technical assistance to the Grantee.
 - (6) Monitor the program for compliance with the approved project proposal.

II. The Grantee shall:

- (1) Accept the responsibility for risks associated with services performed before this contract is fully executed by final signature of the Secretary of KDHE.
- (2) Purchase eligible items included in the original grant proposal for City of Spring Hill, which is incorporated herein. Eligible items include: products made from Kansas waste tires; shipping expenses; supplies such as color, binder, coating; installation of pour-in-place playground surfacing and approved signage. Waste tire-derived products must be purchased within six (6) months of the award date, or the advance payment will be returned to KDHE.
- (3) Fulfill the 50% match required by K.S.A. 65-3415(c) by providing at least \$4,103.00 in financial and in-kind project resources. Match must be spent in proportion with grant funding.
- (4) Submit an affidavit of expenditure form (including receipts and expense documentation) for reimbursement of expenses. These expenses shall be only for items agreed to in the accepted project proposal document. Grantees are encouraged to spend the entire grant and request reimbursement as soon as possible. Grantee must return any unused funds to KDHE within 30 days of the fiscal reimbursement expiration date.
- (5) Obtain prior, written approval for a modification from the approved grant (e.g. reallocating dollar amounts among budget categories within the existing award amount or changing the scope of the project). A request to amend the approved grant/budget form must be submitted and approved by KDHE in its discretion. The original award amount may not be increased. When the grant/budget amendment has been approved by written consent, the amendment will become the official approved budget. The Governor's Solid Waste Grants Advisory Committee must approve reallocation requests.
- (6) Submit a summary report and affidavit of expenditures and supporting documentation in the required format to be received by KDHE no later than May 31, 2020. Affidavits submitted after May 31, 2020, at the sole discretion of KDHE, may be considered for reimbursement. Reimbursement will only be considered if the total amount of the grant has not been exhausted and the funds are available.
- (7) Include photos, a breakdown of all costs, and a narrative description of the project and a summary of the results in the summary report submitted to KDHE. A checklist to assist with the completion of the summary report will be provided by KDHE. If possible, the Grantee should document the project with news clippings and/or videos and include such items in the summary report.
- (8) Maintain complete, accurately documented and current accounting of all program funds including match expended to provide an audit trail to source documentation. Other reports requested by KDHE shall be submitted within 30 days from KDHE's request.
- (9) Obtain prior approval from KDHE before purchasing any item not listed in the project proposal, if said item is to be purchased in whole or in part with State funds under this contract.
- (10) Require contracts for services that provide for payment only for: services rendered, specific timetables, procedures for billing, work to be done, and how Grantee will compensate the contractor. The contract shall include a definition and description of the services to be provided by the contractor.
- (11) Comply with all applicable federal, state and local laws and regulations regarding proper playground and park installations.
- (12) Agree to allow KDHE or any of its employees or agents access to enter and freely move about all property in which work connected to this grant contract is being or has been performed for the

purposes of: interviewing site personnel and contractors; auditing and inspecting records, contracts and any other documents pertaining to the activities involved; and reviewing the progress of Grantee in completing its duties under the grant contract.

- (13) Permit KDHE to take any pictures or to conduct videotaping at the site. Grantee also agrees to permit KDHE, its employees or agents to inspect and copy all records, files, photographs, documents and other writings that pertain to work undertaken in connection with this grant contract.
- (14) Agree to preserve all records pertaining to the work conducted in connection with this grant contract during the time the grant contract is in effect, and following termination of the contract, in accordance with the Public Records Preservation Act, K.S.A. 45-401, et seq.
- (15) Post the sign provided by KDHE and/or use the designated logo and recognize the source of grant money at the project site, on capital equipment, and promotional materials. The signage should include language that states, "materials made from recycled tires funded in part by a Waste Tire Management Grant from the Kansas Department of Health and Environment".
- (16) Agree to participate in the Kansas Don't Spoil It, Get Caught Recycling™ or Kansas Green Teams program public education campaigns and KDHE outreach activities in a manner that is appropriate to the Grantee's needs.
- (17) Agree to complete and return annual KDHE surveys.
- (18) **Certify by accepting this grant that this project is ADA compliant, or is part of an overall facilities system that provides ADA access and compliance pursuant to all local, state and federal requirements.**
- (19) Immediately return any unused funds upon voluntary termination of the contract by either Party.

III. Both parties mutually agree that:

- (1) This agreement may be terminated by either party by giving at least thirty days' written notice in advance of the effective date of cancellation to the other party. Upon voluntary termination of the contract, the Grantee is required to submit a final report. Grantee's obligations in the contract regarding disbursed money or equipment purchased with grant money shall remain in effect for the duration of the contract period.
- (2) The provisions found in Contractual Provisions Attachment A (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (3) The provisions found in the Policy Regarding Sexual Harassment, Attachment B, which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (4) Failure of the grantee to comply with any of the provisions of this grant will be deemed a violation and material breach of this agreement and KDHE may, at its discretion, refuse to release funds to Grantee as well as pursue any and all available legal remedies. KDHE is only liable for reimbursement for actions and services actually rendered pursuant to the terms of this agreement.
- (5) This agreement creates no property right to any grant money. Grantor reserves the right to disallow any expenditure upon review. It is understood that there is no right of appeal from any decision of KDHE for any payment or non-payment of grant money. The Secretary reserves the right to adjust the amount of grant money disbursed based upon availability of funding.
- (6) K.S.A. 65-3415(f) states that the grantee shall not be eligible to receive grants authorized by K.S.A. 65-3415 if the grantee is operating in substantial violation of applicable solid and hazardous waste

laws or rules and regulations. This also includes complying with K.S.A. 65-3405, the statute requiring solid waste management plans. Failure of a county or regional authority to comply with K.S.A. 65-3405 shall bar receipt of any grant funds by any entity within the jurisdiction of such county or regional authority unless the grant would support a project expected to yield benefits to counties outside the jurisdiction of such county or regional authority.

- (7) In the event the Grantee operates in substantial violation of applicable solid or hazardous waste laws or utilizes grant money for any unauthorized purpose, the Grantee will not meet KDHE's minimum requirements for grant eligibility for future grants authorized by K.S.A. 65-3401, et seq. and will not be eligible for such grants.
- (8) K.S.A. 65-3415(g) authorizes the Secretary to take action if a grant recipient has utilized grant moneys for unauthorized purposes. This could include ordering the repayment of any grant money, canceling department commitments or filing an action in district court for recovery of grant funds and expenses.
- (9) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.

Lee A. Norman, M.D., Secretary
Kansas Department of Health and Environment

Date

Steven M. Ellis
Mayor
City of Spring Hill

Date

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

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
 "The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
 The parties agree that following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of May, 2020

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

ATTACHMENT B

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order

provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: MAY 14, 2020
DATE: MAY 7, 2020

Consent Agenda: Consideration of Agreement for Land Acquisition Services, Land Company Real Estate Services, Inc.

Issue: Consideration of Agreement for Services with Land Company Real Estate Services, Inc. for services referred to as “Right-of-Way Agent”.

Background: For over ten years, Land Company Real Estate Services, Inc has been representing the City of Spring Hill as our designated Right-of Way Agent. Over the years company owner, John Amrein has consistently provided high quality, professional services related to the acquisition of various parcels of land necessary for proposed projects. Mr. Amrein understands the importance of representing the City in a professional manner while approaching acquisition projects in a manner that is equitable to all involved. The current Agreement with Land Company Real Estate, Inc. has expired and it is advantageous to the City of Spring Hill to continue these services based on a long and satisfactory professional relationship with Mr. Amrein and his company as well as his overall knowledge of the Spring Hill area.

Analysis: The proposed Agreement will extend the services of Land Company Real Estate, Inc. thru December 31, 2021 at the compensation rates identified in Section III of the contract. The provisions of this contract are consistent with industry standards and the compensation rates are comparable to communities in our area. The appropriate insurance certificate has been provided as well as documentation indicating the corporation is active and in good standing with the State of Kansas.

Alternatives: Approval, denial, table pending further review

Legal Review: Lowe Law Firm has assisted with the drafting and review of the proposed contract. The City’s insurance representative, Kevin O’Brien has also been involved in review of the insurance provisions of the contract.

Funding Review or Budgetary Impact: Proposed contract is compliant with the Spring Hill Purchasing Policy.

Recommendation: Staff recommends approval of the Agreement for Land Acquisition Services with Land Company Real Estate Services, Inc. to represent the City of Spring Hill as the Right-of-Way Agent for land acquisition.

Attachments: Agreement for Land Acquisition Services, Land Company Real Estate Services, Inc.

AGREEMENT FOR LAND ACQUISITION SERVICES
FOR THE CONTRACT PERIOD
MAY 14, 2020, THROUGH December 31, 2021

THIS AGREEMENT IS MADE effective as of the 14th day of May, 2020, between **LAND COMPANY REAL ESTATE SERVICES, INC.**, a Kansas corporation, hereinafter referred to as “**Right-of-Way Agent**” and the **CITY OF SPRING HILL, KANSAS**, a Kansas municipal corporation, hereinafter referred to as “**City**”. The parties state and agree as follows:

Right-of-Way Agent is desirous of providing land acquisition services to the City of Spring Hill, Kansas, for various parcels of land necessary for proposed city projects (federally funded or city funded) to be undertaken from May 14, 2020, through December 31, 2021 (hereinafter referred to as the “**Contract Term**”). This Agreement may be extended under the same terms and conditions one year at a time from the date of expiration of said Contract Term or such other time as agreed to by the parties, provided each such extension is mutually agreed in writing signed by the City and the Right-of-Way Agent.

NOW, THEREFORE, the parties further and more particularly agree as follows:

I. RIGHT-OF-WAY AGENT SERVICES:

- 1) Provide land acquisition services to acquire the necessary easements, right-of-way and property rights from property owners involved in City projects.
- 2) Provide assistance in appraisal hearings, when necessary.
- 3) Upon instructions from the City Public Works Department, the Right-of-Way Agent shall provide land acquisition services to acquire the necessary easements, rights-of-way, or property rights from property owners involved in City projects.
- 4) Right-of-Way Agent shall prepare the introduction letter, donation letter, offer letter and any additional documents which may be necessary.
- 5) Contact property owners and negotiate the acquisition of property rights upon terms as provided by the City. The proposal shall include a minimum of three (3) personal contacts with landowners. The intent of the City is for the Right-of-Way Agent to complete the necessary number of contacts with the landowner to obtain the signed documents or to determine that further negotiations will not result in obtaining signed documents. Results of each personal contact shall be reviewed with the City staff. Conducting negotiations through the mail is not acceptable unless all other means fail and only upon approval by the City.

- 6) Negotiate a price for acquisition with each property owner, using as a reference, the appraised value, if available.
- 7) Notify the City if encumbrances, physical conditions, or obstructions such as trees, underground utilities, septic fields, wells, planned changes in grade, planned improvements on the land, etc., are found through the acquisition process that may affect the improvement project and the configuration of the proposed right-of-way and/or easements.
- 8) Notify the City of the names and addresses of any persons that the Right-of-Way Agent determines are in possession of the subject tracts.
- 9) Provide notary public services in Kansas.
- 10) Provide City a bi-monthly written report, submitted on the 15th and last day of each month of the status of negotiations on a per tract basis.
- 11) Attend periodic status/progress meetings as scheduled by the City. Provide a written report of the status of each tract being negotiated.
- 12) For federally funded projects, the Right-of-Way Agent shall comply with the Kansas Department of Transportation (KDOT) and the Federal Highway Association (FHA) laws, rules and regulations.
- 13) Right-of-Way Agent shall be certified or qualified as a Right-of-Way Agent or have experience in land acquisition for governmental entities.
- 14) Right-of-Way Agent shall begin the work within thirty (30) days after receiving any appraisals, easements, legal descriptions and maps from the City's Public Works Department. It is anticipated that not all the tracts will be submitted at the same time to the Right-of-Way Agent. An extension of time may be granted by the City Public Works Department for reasonable cause shown.

II. CITY ACTIONS AND DOCUMENTS TO BE PROVIDED:

- 1) The City shall designate a City employee to act as a contact person to review work and to provide information to the Right-of-Way Agent.
- 2) The City shall provide Legal Descriptions.
- 3) The City shall provide property ownership information as determined by an abstractor, title company or engineer responsible for a City project or City staff.
- 4) The City shall provide the name and address of property owners.

- 5) The City shall provide maps, certificates of survey or construction plans of City projects as design phases progress.
- 6) The City shall provide construction drawings depicting right-of-way easements or property rights to be acquired.
- 7) The City shall provide forms for the easement grants, right-of-way or deeds containing all terms of the rights to be acquired by the City and those reserved by the owners.
- 8) The City shall provide reimbursement to Right-of-Way Agent for required services according to the terms of the Agreement. Reimbursement will be monthly for required services performed in that month.
- 9) The City shall provide a schedule for completion of the acquisitions.

III. COMPENSATION

Right-of-Way Agent shall provide City services under this Agreement to acquire easements/right-of-way/property rights for the aforementioned Contract Term for the City of Spring Hill at the following rates of compensation:

\$ 375.00 per tract for City funded projects

\$ 445.00 per tract for federally funded projects

\$ 55.00 per hour for any additional work which might be necessary per instructions from the City Public Works Department including appearances at appraisal hearings.

IV. PAYMENT

The Right-of-Way Agent shall periodically, but not more than once monthly, submit invoices to the City for periodic payments. Invoices for periodic payments shall be based on and accompanied by support documentation indicating the hours accrued by job classification by tract. Support documentation shall include costs currently being invoiced, total of previous payments, and total invoiced to date by tract. Invoices will be due and payable within thirty (30) days of receipt.

V. NON-ASSIGNABLE

This Agreement shall be non-assignable by either party. Services of the Right-of-Way Agent firm cannot be delegated or subcontracted by Right-of-Way Agent unless first approved in

writing by the City.

VI. NON-EXCLUSIVE AGREEMENT

The City reserves the right to use one or more additional right-of-way agents or other land acquisition personnel during the term of this Agreement.

VII. NON-DISCRIMINATION; INDEMNITY OF CITY

Right-of-Way Agent agrees to comply with the requirements of K.S.A. 44-1030, attached hereto as **EXHIBIT A**, relating to the Kansas Acts Against Discrimination. **EXHIBIT A** shall be executed and delivered by Right-of-Way Agent to City on or before the Effective Date of this Agreement. If Right-of-Way Agent uses a subcontractor approved by City, the subcontractor shall execute **EXHIBIT A** and deliver the same to City on or before the date subcontractor commences to provide subcontract services for this Agreement.

Right-of-Way Agent hereby agrees to indemnify City, its Mayor, Council Members, officers, employees, agents, and volunteers, for any damages, loss, claims or actions, including but not limited to attorneys' fees and expenses, to the extent caused by the willful, wanton, or negligent acts or omissions of Right-of-Way Agent, its officers, directors, employees, agents, or subcontractors, occurring during the course of the work to be performed by Right-of-Way Agent under this Agreement. Right-of-Way Agent, its officers, directors, employees, agents, and subcontractors shall not be responsible for any damages, loss, claims, or actions, including but not limited to attorneys' fees and expenses, to the extent caused by the willful, wanton, or negligent acts or omissions of City, its Mayor, Council Members, officers, employees, agents, or volunteers.

VIII. CANCELLATION

This Agreement may be cancelled upon thirty (30) days prior written notice by either party. In the event of cancellation, all fees and expenses shall be paid to date of cancellation.

IX. INSURANCE

On or before the Effective Date stated above, Right-of-Way Agent shall provide City proof that the insurance requirements stated in attached **EXHIBIT B** have been met. Right-of-Way Agent agrees that the attached insurance requirements will be met as of the Effective Date of this Agreement, and will remain in effect and continue to be met for so long as this Agreement is in effect, and beyond the termination of this Agreement to the extent required by **EXHIBIT B**.

X. NOTICES

Notices shall be deemed duly given and delivered upon hand-delivery, or upon mailing, first

class or overnight delivery, charges pre-paid, or upon emailing, addressed as below indicated.

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

If to Right-of-Way Agent:
Land Company Real Estate Services, Inc.
Attn: John T. Amrein, President
14799 Woodend,
Bonner Springs, Kansas 66012
Email: TheLandCo@aol.com

CITY

City of Spring Hill, Kansas,
a Kansas municipal corporation

By: _____
Steven M. Ellis, Mayor

ATTEST:

By: _____
Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

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

RIGHT-OF-WAY AGENT

Land Company Real Estate Services, Inc.
a Kansas corporation

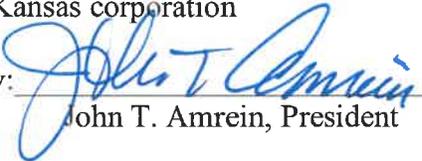
By:  _____
John T. Amrein, President

EXHIBIT A

Certificate of Nondiscrimination and Affirmative Action

Unless the Right-of-Way Agent employs fewer than four (4) employees during the term of this Agreement, or its contracts with the City of Spring Hill cumulatively total \$5,000 or less during the fiscal year of the City of Spring Hill, then the undersigned Right-of-Way Agent hereby agrees to observe all the provisions of K.S.A. 44-1030a (a) (1) through (5) which read as follows:

- I. The Right-of-Way Agent shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- II. In all solicitations or advertisements for employees, the Right-of-Way Agent shall include the phrase, "Equal Opportunity Employer", or similar phrase to be approved by the Commission;
- III. If the Right-of-Way Agent fails to comply with the manner in which it reports to the Commission in accordance with the provision of K.S.A. 44-1031 and amendments thereto, the Right-of-Way Agent shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City;
- IV. If the Right-of-Way Agent is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the Commission which has become final, the Right-of-Way Agent shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- V. The Right-of-Way Agent shall include the provisions of subsections (I) through (IV) above in every subcontract so that such provisions will be binding upon such subcontractor.

Signing of this certificate certifies to the City of Spring Hill, Kansas, that the Right-of-Way Agent has filed or upon request will file the necessary reports required in Subsection (3) of K.S.A. 44-1030(a) quoted above and which are available from the Kansas Commission on Civil Rights, or in lieu of said report, has submitted a copy of its "Federal Exemption" form.

Signing of this certificate also acknowledges inclusion of the requirements of K.S.A. 44-1030(a), as set forth in subsections (I) through (IV) of this Certificate, in the Agreement and inclusion of the same in all future subcontracts.

"RIGHT-OF-WAY AGENT"



John T. Amrein
President
Land Company Real Estate Services, Inc.

A Corporation formed in, and active and in good standing in,
the State of Kansas

By: 

John T. Amrein

Printed Name: John T. Amrein

Capacity: President and Right of Way Agent



Business Entity Search

Date: 04/30/2020

Be advised the business information on this page is for summary informational purposes only. It is not an official filing with the Secretary of State's office and should not be relied on as such. Please view actual documents filed by customers with the secretary of State's office to ensure accurate information. When filing a Uniform Commercial Code statement on an entity, consult with your attorney to ensure the correct debtor name.

Business Summary

Current Entity Name	Business Entity ID Number
LAND COMPANY REAL ESTATE SERVICES, INC.	2697266

Current Mailing Address: JOHN T AMREIN - 14799 WOODEND, BONNER SPRINGS, KS 66012

Business Entity Type: KANSAS FOR PROFIT CORPORATION

Date of Formation in Kansas: 01/28/1999

State of Organization: KS

Current Status: ACTIVE AND IN GOOD STANDING

Resident Agent and Registered Office

Resident Agent: JOHN T. AMREIN

Registered Office: 14799 WOODEND RD, BONNER SPRINGS, KS 66012

Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 12

The Last Annual Report on File: 12/2018

Next Annual Report Due: 07/15/2020

Forfeiture Date: 10/15/2020

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: PAT BURTON, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MAY 14, 2020
DATE: APRIL 27, 2020

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

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

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

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

Alternatives: Approval, denial, remand for further study

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

Funding Review or Budgetary Impact: N/A

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

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

IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this 27 day of April, 2020, by and between the **CITY OF SPRING HILL, KANSAS**, (hereinafter "City") and **CATCH INVESTMENTS, LLC**. (hereinafter, "Developer").

WITNESSETH:

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

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

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

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

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

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

1. IMPROVEMENTS TO BE CONSTRUCTED/CONSTRUCTION STANDARDS.

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

See EXHIBIT A attached hereto and incorporated herein by reference.

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

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

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

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

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

2. PERFORMANCE AND MAINTENANCE BONDS.

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

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

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

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

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

3. APPROVAL OF BONDS.

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

4. RECORDING THE SECURITY.

The Performance and Maintenance Bonds shall be recorded by the Developer with the Office of the City Clerk, after such time as the City Attorney has approved such security and both parties

hereto have signed and acknowledged this Agreement; such costs as may be incurred by the recording of the security, if any, to be paid for by the Developer.

5. EXCISE TAX.

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

6. COMMENCEMENT OF CONSTRUCTION.

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

7. COMPLETION OF CONSTRUCTION.

A. Time for Completing Construction. The Developer further agrees, Improvements referenced herein shall be constructed, installed and satisfactorily completed by it, at its own expense, according to and in compliance with the City's Standards within one (1) year from the effective date of the approved security required herein unless the City Engineer, at the City Engineer's sole discretion, agrees in writing to extend the completion date for the Improvements for an additional period of time not to exceed one (1) full year, said discretion to be exercised reasonably. Prior to seeking such an extension, the Developer shall submit to the City Engineer, at least sixty (60) days prior to the completion deadline, a written statement concerning the difficulty of completion, if any, that has been encountered regarding construction of the Improvements. Thereafter, the City Engineer may either approve or deny in writing any requested extension. In the event the City Engineer recommends extending the completion date, he or she may condition the extension, along with other conditions, upon the Developer providing extended security coverage in an additional amount or lesser amount necessary for the completion of the construction and maintenance of the Improvements. The Developer further agrees that in the event the required Improvements are not timely completed, for any reason, within said one (1) year period, unless extended as approved for herein; or the Improvements are not constructed, installed or completed according to and in compliance with the City's Standards concerning the Improvements; or the Improvements, within one (1) year following their completed construction and written approval by the City Engineer, are not maintained to City

Standards, free of any defects in materials or workmanship, or the Improvements do not endure without the need of any repairs due to failure during construction to comply with the Standards; then the City may, at its option exercise its rights, among others, by having constructed, installed, completed or maintained the Improvements referenced herein and recover the costs and expense so incurred it from the Developer or its successors personally, or it also may as the Obligee of the security, make demand on the security from the surety or its successor or such other applicable entity, or it may seek redress for the costs and expenses it incurred from both the Developer and the surety or other such applicable entity.

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

8. WAIVER OF LIENS.

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

9. SIGNS AND BARRICADES.

The Developer further agrees that during the period of time the Improvements are being worked upon, constructed or installed, the Developer shall insure that any roads being worked upon will be closed and inaccessible to public travel. To that end, the Developer shall cause to be erected

and maintained two (2) Type III barricades (10'), with a 48" x 30" "ROAD CLOSED" sign on each barricade, at each point where said roads intersect with a public road. The barricades may be staggered during work hours to allow entry of construction vehicles to the work site. During that period of time said Improvements are being worked upon, constructed or installed, if work takes place near or adjacent to public roads, the Developer shall erect and maintain warning signs on the public roads to adequately warn the traveling public. All signing of every kind required herein shall be designed, erected and maintained according to and in compliance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD), and must be approved by the City Engineer in writing prior to being erected. Further, all barricades and related warning signs shall be erected by the Developer prior to the Developer or its successors causing commencement of any work, construction or installation of the Improvements to begin. All barricades and related warning signs shall be maintained by the Developer in good condition until the construction has been determined by the City Engineer, in writing, to have been completed in an acceptable manner.

10. PERMANENT TRAFFIC SIGNING.

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

11. BUILDING AND OCCUPANCY PERMITS.

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

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

12. FIELD INSPECTIONS.

The City Engineer or his or her designee shall be responsible to inspect the construction to insure that the improvements are built according to the lines, grades and dimensions on the approved

plans. The Contractor will be required to provide prior notice to the City Engineer so as to allow scheduling of inspections. The City Engineer or his or her designee may make unannounced visits to the job site during various stages of the construction to observe the progress and quality of the work being done and to determine in general if the work is proceeding according to and in compliance with the City's standards. It is further agreed between the parties, that neither the City nor any of its officers, employees or agents shall be held liable or responsible, in any manner whatsoever by the Developer or its successors, should it be determined by the City Engineer or his or her designee, at any time prior to final written approval of the improvements, that the Developer or its Contractors failed to cause the Improvements to be constructed and installed according to and in compliance with the Standards and said improvements are therefore required to be removed and/or reconstructed in a manner satisfactory to the City, prior to receiving City approval.

13. ENGINEER AND SURVEYOR.

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

14. INSPECTION COSTS.

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

15. PROOF OF OWNERSHIP.

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

16. INDEMNITY.

The Developer further agrees to protect, defend indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages,

settlements, costs, charges, professional fees (including attorney fees) or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relate to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "Claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of the Developer, its employee's, contractor's, subcontractor's, independent contractor's, or other such similar entities' work, construction or installation of the Improvements referenced herein, during any period or time prior to satisfactory completion, installation and final written approval by the City Engineer of the Improvements construction and the formal acceptance of maintenance of the Improvements by the City Engineer. The Developer further agrees, on behalf of itself and its successor, to investigate, handle, respond to provide defenses for and defend any such claims at its sole expenses and agrees to bear all other costs and expense related thereto, even if said claims are groundless, false or fraudulent.

17. SALE OF PROPERTY.

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

18. STATUS OF PARTIES.

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

19. MODIFICATION.

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

20. COMPLETE AGREEMENT.

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

21. SEVERANCE.

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

22. SUCCESSORS.

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

23. LAWS OF KANSAS.

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

24. MATTERS DISREGARDED.

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

25. RECORDING OF THIS AGREEMENT.

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

26. SIGNATURE AUTHORITY.

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

27. TIME.

Time is of the essence.

28. NOTICES.

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

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

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

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

Signature Pages to follow

“CITY”

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

Approved as to Form:

Frank H. Jenkins Jr., City Attorney

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, SS:

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

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

Notary Public

My Commission Expires:

“DEVELOPER”

Catch Investments, LLC

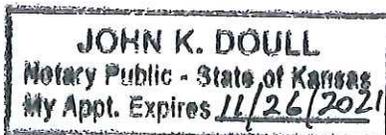
By: Leonard Marks
Capacity: member

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF Ks, COUNTY OF JohnsonSS:

Before me, the undersigned, a Notary Public, within and for said County and State on the 27 day of November 2020, personally appeared Leonard Marks who is the member of CATCH INVESTMENTS, LLC., 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.



John K. Doull
Notary Public

My Commission Expires:

11/26/2021

“EXHIBIT A”

PLAT BOUNDARY DESCRIPTION

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

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

“EXHIBIT B”

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

“EXHIBIT C”

**COMMUNITY
DEVELOPMENT**

City of Spring Hill, KS

Memo

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

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

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

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

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

Melanie Landis, Assistant City Administrator

Jim Hendershot, City Administrator

"EXHIBIT D"

[Form of Agreement Relating to Bonds]

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. Contractor will perform the obligations of the Developer to provide a performance bond and a maintenance bond to the City in accordance with paragraphs 2.A. and paragraph 2.C. of the Improvement Agreement.
2. Contractor will provide the statutory bond for the City, as has been requested by the City.

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

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

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

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

"CITY"

CITY OF SPRING HILL, KANSAS,
a Kansas municipal corporation

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

"CONTRACTOR"

(Name of Contractor)

By: _____

Capacity: _____

"DEVELOPER"

(Name of Developer)

By: _____

Capacity: _____

EXHIBIT A

Improvement Agreement

(See attached copy of Improvement Agreement)

EXHIBIT B

Addendum

(See attached bond Addendum)

Addendum

Principal: _____

Surety: _____

Re: Performance Bond No.:

Maintenance Bond No.:

Statutory Bond No.:

Principal: _____

Obligee/Owner/Developer: _____

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

Project: _____

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

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

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

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

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

PRINCIPAL:

(Name of Principal)

By: _____

Capacity: _____

SURETY:

(Name of Surety)

By: _____
Attorney-in-Fact

By: _____
Kansas Agent

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: PATRICK BURTON, DIRECTOR OF COMMUNITY DEVELOPMENT

MEETING DATE: MAY 14, 2020

DATE: APRIL 27, 2020

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

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

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

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

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

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

Legal Review: N/A

Funding Review or Budgetary Impact: N/A

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

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

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

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

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

Commissioners absent: Josh Erhart
Janell Pollom
Mike Denny
Troy Mitchell

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

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF THE AGENDA

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

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

Motion carried 5-0-0

CITIZEN PARTICIPATION

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

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

FORMAL COMMISSION ACTION

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

Beginning of Staff Report

End of Staff Report

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

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

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

Motion carried 5-0-0

ANNOUNCEMENTS FROM PLANNING COMMISSIONERS AND STAFF

ADJOURN

Motion by Mr. Welsh, seconded by Nowlin, to adjourn.

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

Motion carried 5-0-0

The meeting adjourned at 8:02 P.M.

The January 6, 2020 special meeting minutes were approved by the Planning Commission on February 6, 2020 as presented.



Amy Long
Planning Commission Secretary

BACKGROUND:

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

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

STAFF COMMENT:

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

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

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

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

RECOMMENDATION:

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

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

Attachments: Final Plat
Preliminary Plat

Final Plat

BROOKWOOD FARMS, 5TH PLAT

Lots 154-167 & Tract H

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

PLAT BOUNDARY DESCRIPTION

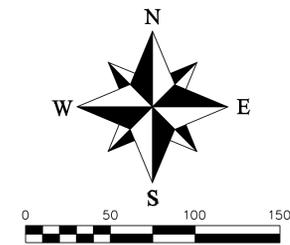
All that part of Northwest Quarter of Section 12, Township 15 South, Range 23 East, in the City of Spring Hill, Johnson County, Kansas, being more particularly described as follows:

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

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

SURVEYOR'S GENERAL NOTES:

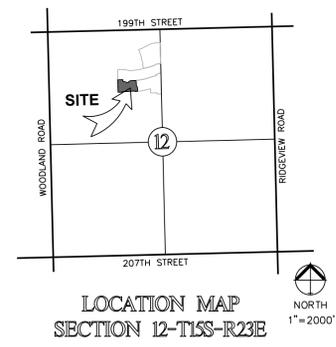
- This survey is based upon the following information provided by the client or researched by this surveyor:
 - Plat of Billmore Farms, First Plat, recorded in Book 200703, Page 004649
 - Plat of Billmore Farms, Second Plat, recorded in Book 200901, Page 004442
 - Plat of Brookwood Farms, First Plat,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



LEGEND

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

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



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

"BROOKWOOD FARMS, 5TH PLAT"

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

AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, ALTER, REPAIR, REPLACE, AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF INGRESS OR EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF SPRING HILL, KANSAS AND THEIR ASSIGNS.

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

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

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

CATCH INVESTMENTS, L.L.C.

LEONARD MARKS, MEMBER

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TRACTS / COMMON AREAS

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

Tract ID	Use
H	Community Use Open Space

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

APPROVED BY:

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

MAYOR: STEVEN M. ELLIS

CITY CLERK: GLENDA GERRYTH

APPROVED BY:

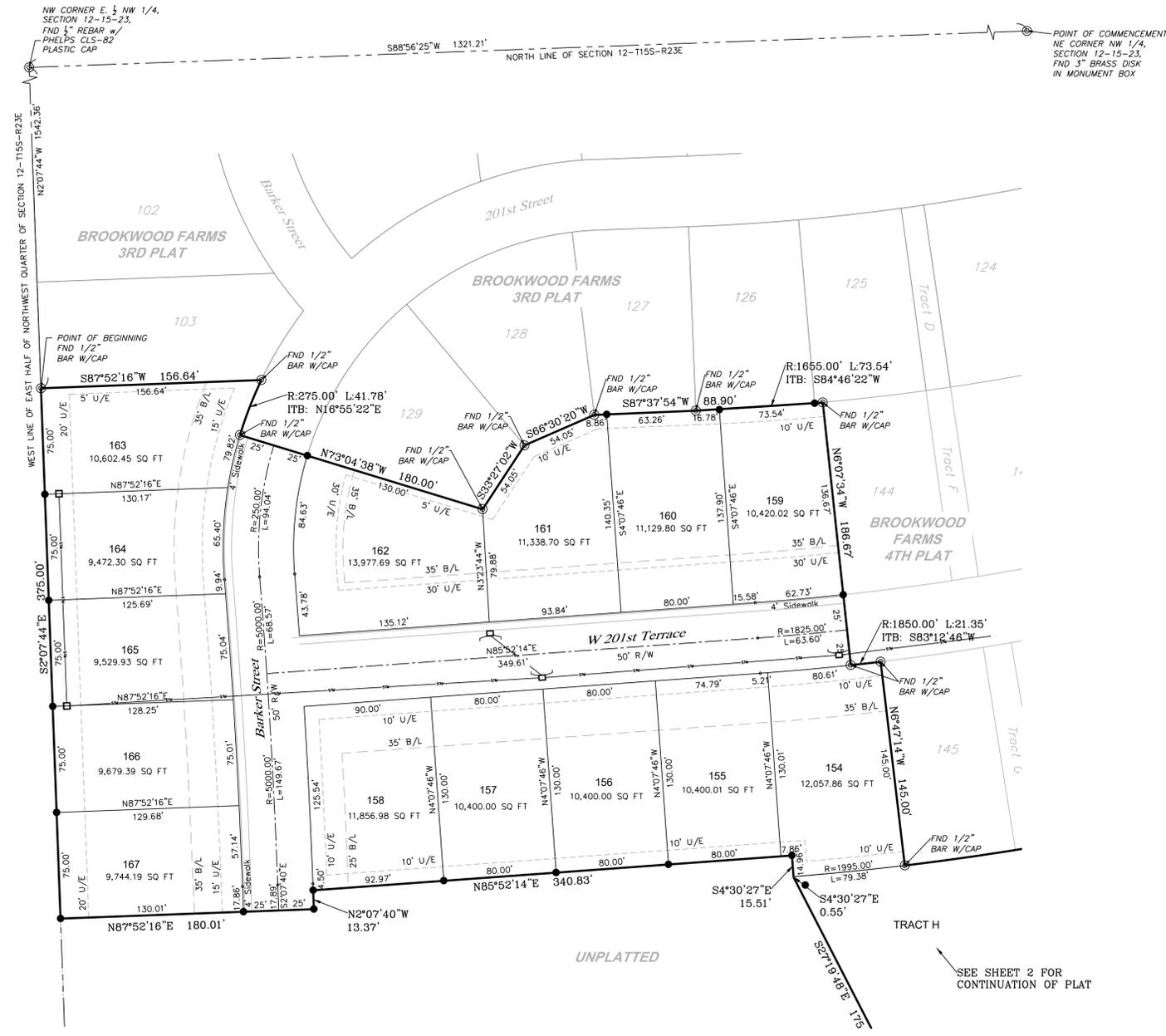
THE PLANNING COMMISSION OF THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 20__.

CHAIRMAN: STEPHEN SLY

SURVEYOR'S CERTIFICATION:

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

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



REVISIONS	
DATE	

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

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
1 of 2	12	15	23	Johnson	Brookwood 5th
					DATE OF PREPARATION
					November 18, 2019
					SCALE
					1"=50'

PROFESSIONAL SEAL

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

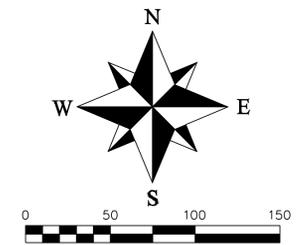
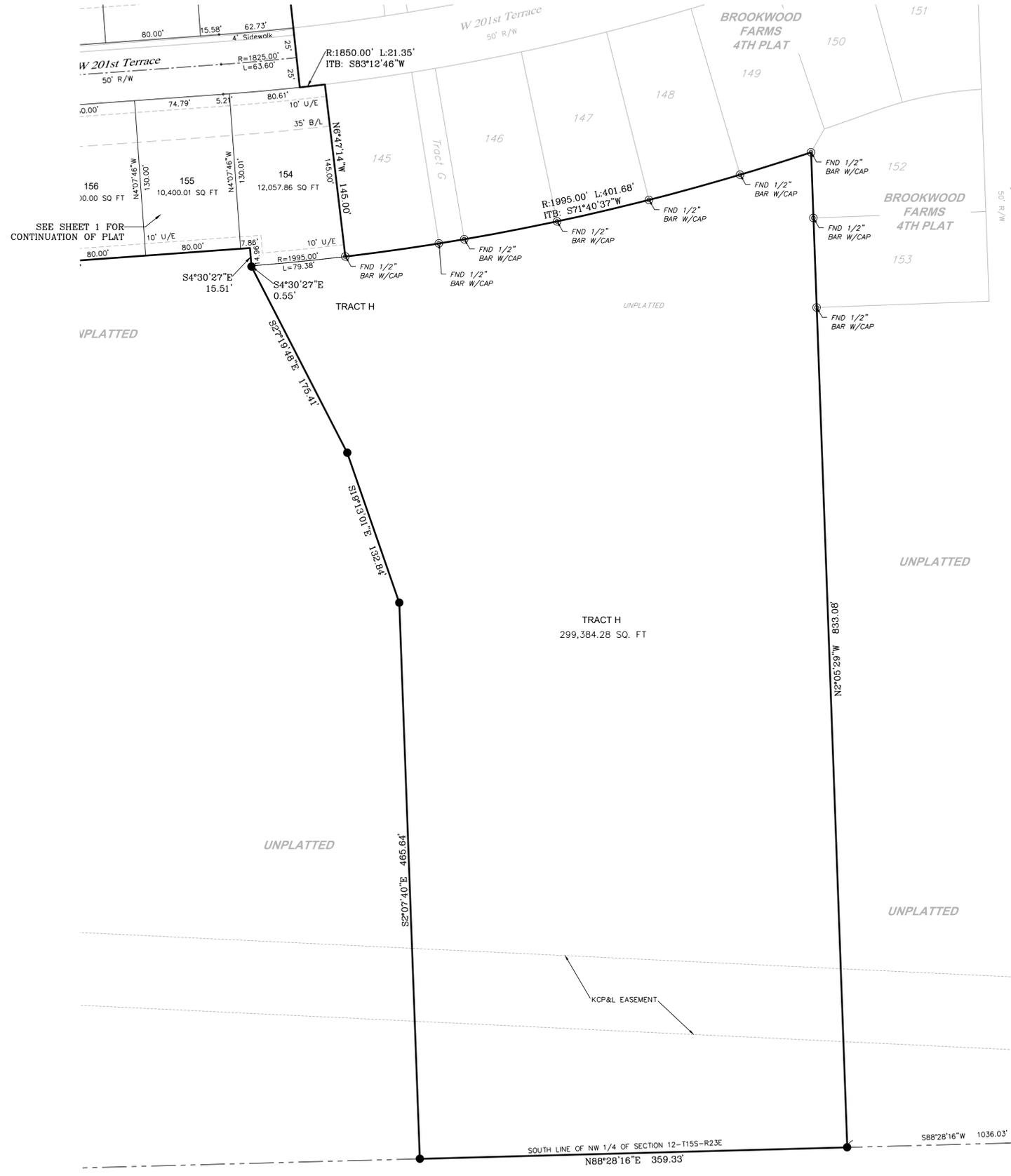
Final Plat

Final Plat

BROOKWOOD FARMS, 5TH PLAT

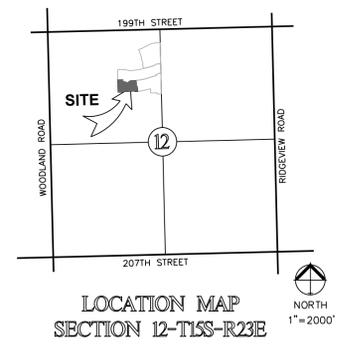
Lots 154-167 & Tract H

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



LEGEND

- These standard symbols will be found in the drawing.
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 - ⊙ Found Survey Monument (As Noted)
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AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, ALTER, REPAIR, REPLACE, AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF INGRESS OR EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF SPRING HILL, KANSAS AND THEIR ASSIGNS.

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

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

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

CATCH INVESTMENTS, L.L.C.

LEONARD MARKS, MEMBER

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

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

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

SE CORNER NW 1/4, SECTION 12-15-23, WITNESS CORNER FOUND 1" BAR WITH CAP 10' NORTH OF CORNER

NOTE:
SEE SHEET 1 FOR NOTES, PROPERTY DESCRIPTION, DEDICATION AND SURVEYOR'S CERTIFICATION.

SURVEYOR'S GENERAL NOTES:

- 1) This survey is based upon the following information provided by the client or researched by this surveyor.
 - (A) Plat of Biltmore Farms, First Plat, recorded in Book 200709, Page 004649
 - (B) Plat of Biltmore Farms, Second Plat, recorded in Book 200901, Page 004442
 - (C) Plat of Brookwood Farms, First Plat, recorded in Book 201502, Page 006331
 - (D) Plat of Brookwood Farms, Third Plat, recorded in Book 201705, Page 002229
 - (E) Plat of Brookwood Farms, Fourth Plat, recorded in Book 201811, Page 000927
 - (F) Deed recorded in Book 4658, Page 721
 - (G) Deed recorded in Book 200806, Page 001753
- 2) This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Kansas Standards for Property Boundary Surveys.
- 3) No Title report was furnished.
- 4) Bearings shown hereon are based upon BILTMORE FARMS, FIRST PLAT
- 5) The subject property surveyed lies within a flood zone designated zone (x), areas located outside the 100 year flood plain, per F.E.M.A. map, panel no. 139 of 161, Map No. 20091C0139G effective date: August 3, 2009.
- 6) Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence or underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.

SURVEYOR'S CERTIFICATION:

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

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

REVISIONS
DATE

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

Final Plat		JOB NO.	COUNTY	TOWNSHIP	RANGE	SECTION	SHEET	DATE OF PREPARATION
		Brookwood 5th	Johnson	15	23	12	2 of 2	November 18, 2019
								SCALE 1"=50'
								M. Schlicht, PLS., PE

PROFESSIONAL SEAL

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

Agenda Item Review Sheet

To: Governing Body
From: Frank H. Jenkins, Jr., City Attorney
Date: May 7, 2020
Meeting: May 14, 2020

Formal Action: Ordinance amending Section 1-301 of the Spring Hill Municipal Code requiring public officers and employees to take the oath of office pursuant to K.S. 75-4308.

Issue: Oath of Office of Public Officers and Employees

Background/ Analysis: SHMC Section 1-301 provides that pursuant to K.S.A. 54-106, all elected and appointed officers are to take an oath of office. The statute reads as follows:

“OATH OF OFFICE. All officer elected or appointed under any law of the State of Kansas shall before entering upon the duties of their respective offices, take and subscribe an oath of affirmation as follows : “I do solemnly swear (or affirm, at the case may be)) that I will support the Constitution of the United Sate and the Constitution of the state of Kansas and faith fully discharge the duties of _____. So help me God.” (K.S.A. 54-106).

However, K.S.A. 54-106 is not the controlling statute. The controlling statute is K.S.A. 75-4308 which provides that not only are public officers required to take the oath of office but all employees. The statute, references K.S.A. 54-106, and reads as follows:

“75-4308. Oath required for public officers and employees. Before entering upon the duties of his or her office or employment, each person to be employed by the state or any agency thereof or by any county, city or other municipality of the state including any school, college or university supported in whole or in part by public funds collected under any tax law of the state or any municipality thereof shall be required to subscribe in writing to the oath set out in K.S.A. 54-106.”

The City’s practice and procedure has been to comply with K.S.A. 75-4308,. It requires all elected and appointed offices and all employees to take the oath of office. The attached ordinance amends Section 1-301 and clarifies that all public officers and employees are required to take an oath of office.

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

Alternatives:

1. Motion to approve Ordinance No. 2020-____ amending Section 1-301 to require all public officers and employees to take an oath of office pursuant to K.S. A 75-4308.

[Type here]

2. Motion to table the matter and provide further direction to City Staff.

Recommendation: Approval of Ordinance.

Attachment: Ordinance

Ordinance No. _____

**AN ORDINANCE AMENDING SECTION 1-301 OF THE
SPRING HILL MUNICIPAL CODE RELATING TO OATHS OF
OFFICE**

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

**SECTION 1. AMENDMENT OF SECTION 1-301 OF THE SPRING HILL MUNICIPAL
CODE PERTAINING TO OATHS OF OFFICE.** Section 1-301 of the Spring Hill
Municipal Code is hereby amended to read as follows:

“1-301. Oath of Office. Required for Officers and Employees. Before
entering upon the duties of his or her office of employment, each person to
be employed by the City shall be required to subscribe in writing to the
oath set out in K.S.A. 54-106.” (K.S.A. 75-4308).

SECTION 2. Effective Date. This Ordinance shall take effect and be in force from and
after its passage, approval and publication, as provided by law.

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

APPROVED BY THE MAYOR by the Mayor this ___day of _____, 2020.

STEVEN ELLIS, MAYOR

Seal
ATTEST:

GLENDA GERRITY, CITY CLERK

APPROVED AS TO FORM:

FRANK H. JENKINS JR.

Agenda Item Review Sheet

To: Governing Body
From: Frank H. Jenkins, Jr., City Attorney
Date: May 7, 2020
Meeting: May 14, 2020

Formal Action: Ordinance adopting Tow Regulations relating to abandoned or unlawfully parked vehicles.

Issue: Hearing procedure relating to towing of abandoned or unlawfully parked vehicles.

Background/ Analysis: K.S.A. 8-1101 et seq. is the procedure that is followed by the Police Department to tow abandoned and disabled vehicles. However, the statutes do not provide for a hearing if an owner desires to appeal the towing of their vehicle. It is recommended that a hearing procedure be added to the towing regulations. This approach has been utilized by several other cities within the area.

The hearing procedure is set forth in Section Six of the attached ordinance and is summarized as follows:

1. The Municipal Judge is to conduct a hearing within 5 days of the request for a hearing.
2. Pending the hearing, the owner may request the release of the vehicle from storage upon payment of the outstanding tow and storage charges. If the charges are not paid, the vehicle remains in storage until the hearing.
3. If the Court determines that the tow was lawful then all charges must be paid by the owner before the vehicle is released.
4. If the Court determines that the tow was not lawful, the vehicle is to be immediately released without payment of towing and storage charges.

The ordinance restates and adopts many of the provisions of K.S.A. 8-1101 et seq. Also, Section 2 of the ordinance sets forth additional circumstances under which the law enforcement officers may remove and tow vehicles.

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

Alternatives:

1. Motion to approve Ordinance No. 2020-____ adopting Tow Regulations relating to abandoned or unlawfully parked vehicles.
2. Motion to table the matter and provide further direction to City Staff.

Recommendation: Approval of Ordinance.

Attachment: Ordinance

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY OF SPRING HILL, KANSAS, ADOPTING TOW REGULATIONS RELATING TO ABANDONED OR UNLAWFULLY PARKED MOTOR VEHICLES; PROVIDING FOR TOWING AND IMPOUNDMENT OF MOTOR VEHICLES; ADDING ARTICLE 2A TO CHAPTER XV OF THE SPRING HILL MUNICIPAL CODE; REPEALING SECTIONS 15-202 AND 15-203 OF THE SPRING HILL MUNICIPAL CODE; AND PROVIDING FOR PENALTIES FOR VIOLATION OF SAID ORDINANCE.

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

SECTION ONE: Article 2A titled “Tow Regulations” is hereby added to Chapter XV Traffic of the Spring Hill Municipal Code.

SECTION TWO: Section 15-201A.101 is hereby added to the Spring Hill Municipal Code (SHMC) as follows:

“15-201A.101 Authority to Tow or Impound. The police department, and all members thereof, are authorized to remove and/or to tow away, or have removed and towed away by commercial towing service, to an impound lot or other safe place designated by the City, as provided by K.S.A. 8-1103 et seq. and amendments thereto, all motor vehicles found under the hereinafter enumerated circumstances:

- (a) When any motor vehicle upon a street is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle cannot safely operate the motor vehicle or are unable to provide for its custody or removal to a lawfully secure location; or
- (b) When any motor vehicle is parked illegally in such a manner as to constitute a hazard or obstruction to the safe movement of traffic; or
- (c) When the operator of any motor vehicle is arrested and taken into custody by the police department and such vehicle would thereby be left unattended and create a hazard or obstruction to the safe movement of traffic; or
- (d) When any motor vehicle is abandoned, or left unattended on a highway, public road or City-owned property for a period of time in excess of 48 consecutive hours, or when any unattended motor vehicle interferes with public streets or highway operations; or
- (e) When any vehicle is found being driven on the streets and is not in proper or safe condition to be driven and cannot be removed safely to a lawfully secured location by the owner or operator; or

- (f) When any motor vehicle determined to be stolen is found upon the public street; or
- (g) When any motor vehicle is subject to seizure as evidence in a criminal prosecution; or
- (h) When any motor vehicle is subject to seizure or forfeiture under the laws of this state or federal law.”

SECTION THREE. Section 15-201A.102 is hereby added to the SHMC as follows:

“15-201A.102 Notice to Owner of Vehicle to be Towed or Impounded in Non-emergency Situation. Vehicles which are subject to being towed and impounded under conditions that do not constitute an immediate obstruction to the normal and safe movement of traffic and are determined to be abandoned shall not be towed or impounded until the motor vehicle has placed on its windshield or in another prominent location a sticker or placard indicating the vehicle is in violation of SHMC and shall be removed by the Spring Hill Police Department after 48 hours from the time the sticker or placard was attached to the vehicle. The sticker or placard shall include such other information as the Chief of Police determines is necessary.”

SECTION FOUR: Section 15-201A.103 is hereby added to the SHMC as follows:

“15-201A.103 Notice to Owner of Towed and Impounded Vehicle. Whenever any motor vehicle is towed and impounded pursuant to the provision of SHMC 15-201A.101 or 15-201A.102, notice, if possible, shall be given to the owner or person entitled to custody thereof that (1) such vehicle has been towed and impounded, (2) the reasons for the tow, (3) how the vehicle may be recovered to include the right of hearing set out in SHMC 15-201A.105, and that unless the owner takes action within 30 days from the date of receipt of the notice, proceedings may be instituted (4) to sell the motor vehicle at auction to cover any costs accrued as a result of the towing and impounding. Said notice shall be by written notice provided to the owner or person entitled to custody of the motor vehicle at the time the motor vehicle is towed, provided the officer providing such notice has obtained written acknowledgment of receipt of the notice. In addition, said notice may be made by certified mail with return receipt requested. Notice by certified mail shall be mailed to the owner of vehicle displaying Kansas registration plates no later than close of business of the second business day after the towing. The notice shall be mailed to the owner of vehicle not displaying Kansas registration plates no later than close of business of the second business day after ownership is determined. The police department shall use reasonable diligence in determining the title or registered owner of the vehicle.”

SECTION FIVE: Section 15-201A.104 is hereby added to the SHMC as follows:

“15-201A.104 Recovery Procedures.

- (a) All motor vehicles towed and impounded pursuant to the provisions of this Chapter shall be surrendered to the owner or person entitled to custody of the vehicle, subject to the provisions of subparagraph (b) herein, upon presentation of the following to the commercial tow service where the vehicle is impounded:
 - 1. Proof of ownership of the vehicle by lawful title or other proof of lawful entitlement to the vehicle;
 - 2. Proof of liability insurance on the vehicle as required by the laws of the State of Kansas; and
 - 3. Proof of current registration of the vehicle as required by the laws of the State of Kansas.
- (b) Payment of all storage charges and towing fees incurred in the towing and impounding of the vehicle must be made prior to release of the vehicle unless otherwise relieved of that requirement by application of the hearing provisions set forth in SHMC 15-201A.105.

Should a person seeking release of a motor vehicle impounded under the provisions of this Chapter not present proof of current registration and proof of insurance, the vehicle will not be released to be driven away from the impound lot, but the vehicle may be released to be towed from the tow lot if proof of ownership is shown and all storage and towing charges are paid.”

SECTION SIX: Section 15-201A.105 is hereby added to the SHMC as follows:

“15-201A.105 Hearing Procedure.

- (a) Owners or persons entitled to the lawful custody of impounded motor vehicle who wish to contest the validity of the motor vehicle tow may request a hearing for such purpose by notifying the Spring Hill police department of the request in writing.
- (b) A hearing for the purpose of determining the validity of the tow shall be held by the Municipal Court Judge within five (5) working days after such hearing is requested. The time of the hearing shall be set by the Clerk of the Municipal Court.
- (c) Pending such hearing, the owner or person lawfully entitled to custody of any impounded vehicle may retrieve the impounded vehicle upon payment of an amount equal to the towing and storage

charges incurred by the vehicle. If such payment is made, the vehicle will be released immediately upon proof of entitlement thereof. If the owner or person lawfully entitled to custody of any vehicle does not make advance payment of the charges, then such vehicle will remain in storage until a hearing is had.

- (d) If the Municipal Court Judge determines the vehicle was lawfully towed pursuant to the provisions of 15-201A.101 herein, then all charges shall be paid by the owner or person lawfully entitled to custody of the vehicle.
- (e) If the Municipal Court Judge determines the vehicle was not towed pursuant to the provisions of 15-201A.101 herein, the Court shall order the immediate release of the vehicle to its lawful owner without costs.”

SECTION SEVEN: Section 15-201A.106 is hereby added to the SHMC as follows:

“15-201A.106 Wrecker or Tow Service Foreclosure of Lien; Sale of Vehicle. Any person or commercial towing service that tows and impounds a motor vehicle pursuant to this Article 2A, Chapter XV, or any other legal request for towing and impounding by a law enforcement officer of the Spring Hill police department, shall have a possessory lien as provided for in K.S.A. 8-110 et seq., and amendments thereto. Wrecker or tow service operators shall comply with the notice and disposition procedures for foreclosure of the lien as set forth in K.S.A. 8-1103 through 8-1108, and amendments thereto.”

SECTION EIGHT: Section 15-201A.107 is hereby added to the SHMC as follows:

“15-201A.107 Enforcement Authority. The Chief of Police shall establish, distribute and cause the enforcement of reasonable rules and regulations for the administration of this Article 2A, Chapter XV, as from time to time he or she deems appropriate for the safety, well-being and protection of citizens and their property within the City of Spring Hill, Kansas.”

SECTION NINE: Section 15-201A.108 is hereby added to the SHMC as follows:

“15-201A.108 Penalty. Any person who violates any provisions of this Chapter shall be subject to the general penalty provisions of Section 1-1101 of the Spring Hill Municipal Code.”

SECTION TEN: Repeal. Section 15-202 and Section 15-203 of the Spring Hill Municipal Code are hereby repealed.

SECTION ELEVEN: Effective Date. This Ordinance shall take effect and be in force upon publication.

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

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

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

NOTE TO PUBLISHER:

PLEASE PUBLISH ONE (1) TIME THE ABOVE AND FOREGOING ORDINANCE. IMMEDIATELY UPON PUBLICATION, PLEASE FORWARD THE DESIGNATED COPIES TO THE FOLLOWING PERSONS:

- 1 copy to: Cindy Henson
Chief of Police
P. O. Box 424
Spring Hill, Kansas 66083**

- 1 copy to: Glenda Gerrity
City Clerk
P. O. Box 424
Spring Hill, Kansas 66083**

- 1 copy to: Frank Jenkins
City Attorney
105 South Kansas Avenue
Olathe, Kansas 66061**

- 1 copy to: Nathan M. Sutton
City Prosecutor
7211 West 98th Terrace, Suite 140
Overland Park, Kansas 66212**

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: MAY 14, 2020
DATE: MAY 7, 2020

Issue: Consideration of authority granted to staff to structure repayment options for utility customers experiencing financial hardship.

Background: Executive order 20-05 under the State of Kansas declaration of emergency issued March 17, 2020 included direction to “suspend the practice of discontinuing service to Kansas citizens for non-payment” for utility providers. The City immediately took action and suspended utility shutoffs and penalty fees for non-payment beginning in March 2020.

Executive Order 20-28 extended the effective date of Executive Order 20-05 through May 31, 2020. Once the Order is lifted, utility shutoffs will resume; however, it is expected that some customers may be experiencing financial hardships and will need assistance in bringing their utility accounts back to current paid status.

The Water Rules and Regulations of the City discuss minimum payments on accounts as a means to elect not to institute discontinuance of water service as such:

An amount equal to ten percent (10%) of the outstanding balance due on the account or twenty-five dollars (\$25.00), whichever is greater, and a signed payment arrangement agreed upon between the City and the Customer prior to the 20th day of each month.

Staff is proposing that the Council allow some flexibility to accommodate the financial hardship needs of customers over a period of six (6) months from the time that the Executive Order is lifted. An example of solutions offered may include one or a combination of the following:

- Actively promote resources available through agencies offering financial assistance to those experiencing hardship.
- Reasonable delay of service interruption pending confirmation of contribution from agencies offering financial assistance for those experiencing financial hardship.
- Minimum payment at time of creation of repayment plan encouraged instead of required.
- Repayment plan structured over 6 months to include payment of each monthly billing plus a portion of the past due amount. This item shall be available under both water and sewer utilities.
- Monthly penalty charges on unpaid balances suspended for accounts under a repayment plan whereby the current month billing is paid, and repayment amounts are paid current. This item shall be available under both water and sewer utilities.

Recommendation: Staff requests the Council consider granting authority to the City Administrator, or designee, to structure flexible repayment options over a period of 6 months from the time the Executive Order is lifted.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JAMES E. BOYER, DIRECTOR OF PUBLIC WORKS
MEETING DATE: MAY 14, 2020
DATE: APRIL 27, 2020

Formal Council Item: Veterans Park and Melvin Murry Park (Woodland Ridge).

Issue: Consider approving names for City Parks.

Background: At the April 20, 2020 Parks Advisory Board meeting, the Board voted unanimously to rename the City owned park at Woodland Ridge from Melvin Murry Park to Willow Park.

Also, construction of a dog park within the new Veterans Park is nearly complete. In honor of the late Melvin Murry, the Parks Advisory Board unanimously voted to name the new dog park, Melvin Murry Dog Park.

Analysis: Numerous Willow Trees surrounds the original “Melvin Murry Park” which provided the concept, inspiration, and thought to naming the park “Willow Park”.

Veterans Park construction will soon be complete and within the new Veterans Park, a dog park was built. To honor the name of Melvin Murry, the Parks Advisory Board agreed to move the name to the new dog park because of its more prominent and well-traveled location. In May of 2019, the Parks Advisory Board approved the design of the new dog park and its name.

In honor of Melvin Murry’s memory, the longtime Spring Hill Fire Chief, Melvin Murry Dog Park is planned to feature fire-themed items; Mr. Murry died in 2014.

The Murry family has been involved throughout the process and support the changes to the parks name.

Alternatives:

- Motion to accept the name change of Melvin Murry Park to Willow Park and designate the dog park name at Veterans Park to Melvin Murry Dog Park.
- Deny such.
- Remand the staff for additional information.

Legal Review: N/A.

Funding Review or Budgetary Impact: N/A.

Recommendation: Motion to accept and approve the name change of Melvin Murry Park to Willow Park, at the Woodland Ridge location, and to designate the dog park name at Veterans Park to Melvin Murry Dog Park.

Attachments: None