

**SPRING HILL CITY COUNCIL
REGULAR MEETING
AGENDA
THURSDAY, NOVEMBER 13, 2014
7:00 P.M.
SPRING HILL CIVIC CENTER
401 N. MADISON – ROOM 15**

CALL TO ORDER

INVOCATION Pastor Janice Hawley, Hillside Community Lutheran Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATION: 3rd Quarter Safety Report – Chief Jim Francis

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: October 23, 2014
2. Appropriation Order 2014-11-14
3. Consider Approval of Lease Agreement: Lease Schedule 004 and 005, Dell Financial Services
4. Special Event Permit: Santa 5K
5. Final Plat: Oak Woods, 2nd Plat
6. Resolution No. 2014-R-15: Boundaries of City Limits of Spring Hill

FORMAL COUNCIL ACTION

7. Ordinance No. 2014-15: Spring Hill Municipal Code, Chapter II. Animals and Fowl

8. Ordinance No. 2014-16: Lease Purchase Transaction for the Acquisition of Vehicles and Equipment
9. Resolution No. 2014-R-16: Authorizing issuance and delivery of general obligation temporary notes, 2014A

ANNOUNCEMENTS and REPORTS

EXECUTIVE SESSION

10. Consider motion to recess into executive session under the Attorney-Client Privilege Exception to KOMA-Subject: Oak Woods Subdivision

FORMAL COUNCIL ACTION

11. Consider Approval of Improvement Agreement: Oak Woods Subdivision

ADJOURN

**City of Spring Hill, Kansas
Minutes of City Council Regular Session
October 23, 2014**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on October 23, 2014. The meeting convened at 7:08p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Floyd Koder
 Chad Eckert
 Bradley Zerr
 Chris Leaton *arrived at 7:55p.m.*

Councilmembers absent: Clint Gillis

Staff in attendance: City Administrator Jonathan Roberts
 Police Chief Richard Mann
 Community Development Director Jim Hendershot
 Public Affairs Specialist Allysha Walmann

Consultants in attendance: City Attorney Frank Jenkins
 Insurance Agent Kevin O'Brien

ROLL CALL

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

APPROVAL OF THE AGENDA

The Mayor requested to add a Discussion Item, following the Approval of Agenda, to consider a special meeting for Item 7. Ordinance 2014-12-Rezoning Z-02-14. The Mayor stated that this item is not right for discussion at this time and wanted to give notice to the people attending who are interested in speaking about this item.

The Mayor requested to delete Item 7. Ordinance 2012-12-Rezoning Z-02-14.

Motion by Koder, seconded by Eckert, to approve the agenda as revised. Motion carried 3-0-0

DISCUSSION

The Mayor suggested a Special Meeting for next Thursday, October 30, 2014, 7:00p.m. to consider Oak Woods Subdivision and Ordinance No. 2014-12-Rezoning Z-02-14. The City Council was in favor of the suggested meeting date and the Mayor directed the City Clerk to send out a Special Meeting notice for October 30, 2014 for the aforementioned items.

CITIZEN PARTICIPATION

Ms. Linda Torrez, 602 N. Jefferson, appeared before the City Council to discuss the drainage problem that occurs at her residence during a rainfall. The Mayor stated that he visited the site along with the City Administrator. The City Administrator and Assistant Public Works Director are currently reviewing options to improve the drainage for a short-term fix. City staff will research a long-term engineered solution and report back to the City Council at the first meeting in November.

Ms. Sharon Owens, 510 N. Jefferson, who is Ms. Torrez's neighbor, also appeared before the City Council to discuss the drainage problems that occur at her residence. Her lot is lower than Ms. Torrez's and the water gravitates toward her property. City staff will include her property in the research on how to fix the drainage problems that occur in this area.

Staff reported that the short-term fix should take approximately two weeks to complete.

CONSENT AGENDA:

Motion by Koder, seconded by Eckert, to approve the Consent Agenda.

1. **Approval of Minutes: October 9, 2013**
2. **Appropriation Order 2014-09-23**
3. **Consider Approval of Lease Agreement: Lease Schedule 003, Dell Financial Services**
4. **Improvement Agreement: Estates of Wolf Creek 6th Plat, Wolf Creek Development**
5. **Final Plat: FP-04-14, Estates of Wolf Creek 6th Plat, Wolf Creek Development**
6. **Consideration of Agreement: Engineering Agreement for Estates of Wolf Creek Sanitary Sewer Benefit District, Ponzer-Youngquist, P.A.**

Motion carried. 3-0-0

FORMAL COUNCIL ACTION

7. **Ordinance 2014-12: Rezoning Z-02-14, R1 to R2, Lawrence & Jackson Street, CRN Properties, Mr. Randall Nay**

This item was deleted and schedule to be considered at a Special Meeting on October 30, 2014, 7:00p.m.

8. **Ordinance 2014-13: Unified Zoning Ordinance and Spring Hill Subdivision Regulations**

The Community Development Director presented the ordinance that would incorporate changes regarding beekeeping in R-1 (single family) and R-2 (two family) residential zoning districts. The Spring Hill Planning Commission held a public hearing and voted unanimously to allow beekeeping in R-1 and R-2 districts with conditions noted in the ordinance.

The Community Development Director also stated that one of the conditions requires that the owner or individual responsible for the hives shall register the hives with the City of Spring Hill and shall pay an annual registration fee. Staff recommended \$50 to cover the cost of inspections and administrative work related to this ordinance. The City Council discussed the fee and suggested that it may be too high and requested that staff further review the fee and present what the fee represents. The fee will be addressed at the October 30, 2014 special meeting.

Motion by Koder, seconded by Eckert, to approve Ordinance No. 2014-13. Motion carried by roll by the Governing Body 4-0-0, Eckert – yea, Koder – yea, Zerr – yea, Ellis – yea.

9. **Ordinance 2014-14: Amending Section 2-101.B of the Municipal Code relating to keeping of fowl within the city limits**

The Community Development Director presented the ordinance that would incorporate changes to the animal control section of the city code to be consistent with the zoning ordinance relating to keeping of fowl within the city limits. The Planning Commission unanimously recommended amending the animal control section of the city code to be consistent with the zoning regulations and allow fowl to be raised in AG and RR Districts. In addition, this ordinance repeals two code sections that no longer are necessary relating to riding of horses at a gait that endangers the safety of any person or at a gait faster than an ordinary trot and relating to fowl running at large within the city limits.

Motion by Koder, seconded by Eckert to approve ordinance 2014-14. Motion carried 2-1 (Zerr)-0.

The Mayor declared a recess until 7:55p.m.

Councilman Leaton arrived at the meeting at 7:50p.m.

DISCUSSION

10. Bus Options

The City Administrator reported that the City has acquired two small buses from Johnson County. They discussed identifying a group that could run a program to transport elderly in the community. Corporate sponsorships could hopefully fund the program along with some assistance from the City. Councilman Leaton will work with city staff on an article for the city newsletter in hopes of identifying an organization to undertake this project. If this program does not come to fruition, there would be no loss to the taxpayers since the buses were donated.

At 8:30p.m. the Mayor declared at 10 minute recess.

11. Executive Session – Attorney-Client Exception

Motion by Leaton seconded by Eckert, to recess into Executive Session for 5 minutes under the Attorney-Client Exception to the Kansas Open Meetings Act: Subject – Spring Hill Golf Corporation. The following persons are to be in attendance: Jonathan Roberts, City Administrator, Kevin O'Brien, Insurance Advisor, and Frank Jenkins, City Attorney. Motion carried 4-0-0.

Meeting recessed at 8:40p.m.

Reconvene from Executive Session

The meeting reconvened at 8:45 p.m. with everyone present.

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

FORMAL ACTION

12. Consider approval of extended reporting period of Directors and Officers Insurance with Philadelphia Insurance Co. relating to the Spring Hill Golf Course (Sycamore Ridge) (Tabled from the Oct 9, 2014 meeting.)

Motion by Leaton, seconded by Eckert, to approve the payment of \$8,787.00 premium for the extended reporting period of 6 years relating to the Directors and Officers Insurance Policy-Spring Hill Golf Corporation. Motion passed 4-0-0.

13. Executive Session - Non-Elected Personnel Exception - Personnel Evaluation

Motion by Leaton, seconded by Koder, to recess into Executive Session for 15 minutes under the Non-Elected Personnel Exception to the Kansas Open Meetings Act: Subject - Personnel Evaluation; the following persons are to be in attendance: City Administrator. Motion carried 4-0-0

The meeting recessed at 8:47p.m.

Reconvene from Executive Session

The meeting reconvened at 9:02p.m. with everyone present.

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

Extend Executive Session

Motion by Leaton, seconded by Koder to extend the Executive Session for 15 minutes. Motion carried 4-0-0.

The meeting recessed at 9:03p.m.

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

Reconvene from Executive Session

The meeting reconvened at 9:18p.m. with everyone present.

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

ADJOURN

Motion by Leaton, seconded by Koder, to adjourn.

The meeting adjourned at 9:20p.m.

Approved by the Governing Body on _____.

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER

NUMBER 2014-11-06

PRESENTED: November 06, 2014

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:	\$151,727.16
Payroll:	\$106,837.96
	\$258,565.12

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$0.00</u>
	\$0.00

Total amount of the Appropriation Order: \$258,565.12

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		AETNA				
PR20141010	10/10/2014	AETNA-457 PLAN	01-00-2035	\$ 74.50	1282505	10/17/2014
PR20141010	10/10/2014	AETNA-457 PLAN	20-00-2035	\$ 30.00	1282505	10/17/2014
PR20141024	10/24/2014	AETNA-457 PLAN	01-00-2035	\$ 74.50	1282536	10/31/2014
PR20141024	10/24/2014	AETNA-457 PLAN	20-00-2035	\$ 30.00	1282536	10/31/2014
		AETNA		----- \$ 209.00		
		ALAMAR UNIFORMS				
453659	9/29/2014	DRESS UNIFORMS	01-05-7680	\$ 619.07	213393	10/20/2014
454011	9/29/2014	DRESS UNIFORMS	01-05-7680	\$ 316.97	213393	10/20/2014
455431	9/29/2014	UNIFORM ITEMS	01-05-7680	\$ 20.99	213393	10/20/2014
		R.MANN				
459142	10/8/2014	HOLSTER ADAPTER	01-05-7680	\$ 28.99	213451	10/31/2014
		ALAMAR UNIFORMS		----- \$ 986.02		
		ALL-CITY MANAGEMENT				
36175	9/8/2014	CROSSING GUARD SERVICE	01-05-7742	\$ 916.92	213394	10/20/2014
36026	8/27/2014	CROSSING GUARD SERVICE	01-05-7742	\$ 815.04	213452	10/31/2014
36531	10/7/2014	CROSSING GUARD SERVICE	01-05-7742	\$ 1,018.80	213452	10/31/2014
36725	10/21/2014	CROSSING GUARD SERVICE	01-05-7742	\$ 815.04	213452	10/31/2014
		ALL-CITY MANAGEMENT		----- \$ 3,565.80		
		AMERICAN PLANNING ASSOC				
219226-141	10/16/2014	PROFESSIONAL MEMBERSHIP J. HENDERSHOT	01-16-7630	\$ 295.00	75700	10/28/2014
		AMERICAN PLANNING ASSOC		----- \$ 295.00		
		APPRENTICE PERSONNEL				
18119	10/4/2014	TEMPORARY STAFFING	01-02-7740	\$ 1,429.20	75701	10/28/2014
		APPRENTICE PERSONNEL		----- \$ 1,429.20		
		ASHTON SHIPPS				
1584	10/18/2014	DEPOSIT REFUND COMMUNITY CENTER	01-00-2050	\$ 75.00	75702	10/28/2014
		ASHTON SHIPPS		----- \$ 75.00		
		ATMOS ENERGY(W LAWRENCE)				
142010	10/20/2014	GAS SERVICE 705 W LAWRENCE ST	25-15-7624	\$ 45.27	213453	10/31/2014
		ATMOS ENERGY(W LAWRENCE)		----- \$ 45.27		
		ATMOS ENERGY(418 NICHOLS)				
141710	10/17/2014	GAS SERVIES 418 E NICHOLS ST	01-05-7624	\$ 48.43	213454	10/31/2014
		ATMOS ENERGY(418 NICHOLS)		----- \$ 48.43		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
141710	10/17/2014	ATMOS ENERGY(502 NICHOLS) GAS SERVICE 502 E NICHOLS ST	01-02-7624	\$ 71.65	75703	10/28/2014
		ATMOS ENERGY(502 NICHOLS)		\$ 71.65		
142110	10/21/2014	ATMOS ENERGY(CRESTONE ST) GAS SERVICES 20129 CRESTONE ST	25-15-7624	\$ 43.71	213455	10/31/2014
		ATMOS ENERGY(CRESTONE ST)		\$ 43.71		
142010	10/20/2014	ATMOS ENERGY(MADISON ST) GAS SERVICE 401 N MADISON ST	01-17-7624	\$ 116.74	213456	10/31/2014
		ATMOS ENERGY(MADISON ST)		\$ 116.74		
142010	10/20/2014	ATMOS ENERGY(N JACKSON) GAS SERVICES 606 N JACKSON ST UNIT A	25-15-7624	\$ 43.81	213457	10/31/2014
		ATMOS ENERGY(N JACKSON)		\$ 43.81		
74832	10/24/2014	ATRONIC ALARMS, INC FIRE ALARM SERVICE	01-05-7630	\$ 19.50	213458	10/31/2014
		ATRONIC ALARMS, INC		\$ 19.50		
142114	10/21/2014	BEAU FORD MILEAGE REIMBURSEMENT	01-03-7640	\$ 36.96	75704	10/28/2014
		BEAU FORD		\$ 36.96		
10219	10/13/2014	BLUE VALLEY PUBLIC SAFETY WARNING SIREN TEST	01-05-8110	\$ 172.50	213459	10/31/2014
		BLUE VALLEY PUBLIC SAFET		\$ 172.50		
28507	10/13/2014	BLUE VALLEY TRACTOR & SUP CHAINSAW CHAINS SHARPENED	01-03-7670	\$ 59.85	75705	10/28/2014
28510	10/13/2014	MAINTENANCE PARTS	01-03-7670	\$ 38.91	75705	10/28/2014
		BLUE VALLEY TRACTOR & SU		\$ 98.76		
1664	10/26/2014	CALLIE LOWRIE DEPOSIT REFUND CIVIC CENTER	01-00-2050	\$ 75.00	75706	10/28/2014
		CALLIE LOWRIE		\$ 75.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		CENTURYLINK				
CENT140910	10/9/2014	LONG DISTANCE PHONE SERV	01-05-7622	\$ 15.68	75707	10/28/2014
CENT140910	10/9/2014	LONG DISTANCE PHONE SERV	20-14-7622	\$ 15.70	75707	10/28/2014
CENT140910	10/9/2014	LONG DISTANCE PHONE SERV	25-15-7622	\$ 15.70	75707	10/28/2014
CENT140910	10/9/2014	LONG DISTANCE PHONE SERV	01-13-7622	\$ 15.70	75707	10/28/2014
CENT140910	10/9/2014	LONG DISTANCE PHONE SERV	01-09-7622	\$ 15.70	75707	10/28/2014

		CENTURYLINK		\$ 78.48		
1656	10/25/2014	CHARLES STORCH DEPOSIT REFUND CIVIC CENTER	01-00-2050	\$ 75.00	75708	10/28/2014

		CHARLES STORCH		\$ 75.00		
		CINTAS FIRST AID & SAFETY				
5001902500	10/13/2014	STREET	01-02-6090	\$ 27.68	75709	10/28/2014
5001902500	10/13/2014	WATER	20-14-6090	\$ 60.35	75709	10/28/2014
5001902500	10/13/2014	WASTEWATER	25-15-6090	\$ 60.35	75709	10/28/2014

		CINTAS FIRST AID & SAFET		\$ 148.38		
141010	10/10/2014	CITY OF SPRING HILL DONATION TO TREE FUND	01-07-7750	\$ 200.00	75710	10/28/2014

		CITY OF SPRING HILL		\$ 200.00		
		CK POWER				
SVI024547	10/17/2014	GENERATOR INSPECTION POLICE DEPARTMENT	01-05-7670	\$ 230.00	75711	10/28/2014

		CK POWER		\$ 230.00		
		CMI				
309263	9/30/2014	MORTOR MIX FOR CRACKS ON WEBSTER	10-02-7210	\$ 23.93	213395	10/20/2014
309283	9/30/2014	MATERIALS	31-31-8500	\$ 79.47	213395	10/20/2014
309295	10/1/2014	WALL EXTENSION WALL EXTENSION	31-31-8500	\$ 68.25	213395	10/20/2014
309355	10/3/2014	MATERIALS				
309355	10/3/2014	DRYWALL COMPOUND	01-12-6160	\$ 7.99	213395	10/20/2014
309376	10/4/2014	MATERIALS	31-31-8500	\$ 46.66	213395	10/20/2014
		WALL EXTENSION				
309419	10/7/2014	CHISELS 1-1/4"	01-03-6360	\$ 9.99	213395	10/20/2014
309419	10/7/2014	CHISELS 2-1/2"	01-03-6360	\$ 12.99	213395	10/20/2014
309306	10/1/2014	ANI-ROACH KILLER	25-15-6340	\$ 5.94	213460	10/31/2014
309577	10/13/2014	CIVIC CINTER KEYS	01-17-6110	\$ 4.47	213460	10/31/2014

		CMI		\$ 259.69		
14-10291	8/5/2014	COMFORT DESIGNS HEATING HVAC REPAIR COMMUNITY CENTER	01-04-6160	\$ 339.00	75712	10/28/2014

		COMFORT DESIGNS HEATING		\$ 339.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		DIGITAL CONNECTIONS INC				
33715	10/23/2014	CITY HALL	01-05-7670	\$ 320.46	75713	10/28/2014
33715	10/23/2014	PUBLIC WORKS	01-13-6110	\$ 82.54	75713	10/28/2014
33715	10/23/2014	POLICE DEPARTMENT	01-09-6130	\$ 97.61	75713	10/28/2014

		DIGITAL CONNECTIONS INC		\$ 500.61		
		DOUGLAS PUMP SERVICE, INC				
140656	9/30/2014	PARTS & MILES	25-15-7670	\$ 907.40	213461	10/31/2014
140656	9/30/2014	LABOR	25-15-7670	\$ 945.00	213461	10/31/2014
140686	10/11/2014	SERVICE CALL	25-15-7670	\$ 975.00	213461	10/31/2014

		DOUGLAS PUMP SERVICE, IN		\$ 2,827.40		
		EUDORA EYE CARE P.A.				
143009	9/30/2014	EYECARE BENEFIT J.BOYER	20-14-7130	\$ 17.00	75714	10/28/2014
143009	9/30/2014	EYECARE BENEFIT J.BOYER	25-15-7130	\$ 17.00	75714	10/28/2014

		EUDORA EYE CARE P.A.		\$ 34.00		
		FAMILY CONCEPTS, LTD.				
60626	10/15/2014	BOOKS FOR KIDS	01-05-7750	\$ 318.66	75715	10/28/2014

		FAMILY CONCEPTS, LTD.		\$ 318.66		
		FASTENAL COMPANY				
SKC1104634	10/1/2014	COVERALL,HEARING,DUSK MA	25-15-7680	\$ 119.28	213462	10/31/2014
SKC1104634	10/1/2014	PERSONAL PROTECTIVE EQUI	20-14-7680	\$ 119.27	213462	10/31/2014

		FASTENAL COMPANY		\$ 238.55		
		FOULSTON SIEKIN				
397459	10/3/2014	WATER RIGHT REVIEW	20-14-7710	\$ 330.00	213396	10/20/2014

		FOULSTON SIEKIN		\$ 330.00		
		FREEDOM LAWN & LANDSCAPE				
09-3927bb	9/16/2014	CODE ENFORCEMENT MOWING	01-18-7740	\$ 150.00	213463	10/31/2014
09-3941bb	10/14/2014	CODE ENFORCEMENT MOWING	01-18-7740	\$ 150.00	213463	10/31/2014

		FREEDOM LAWN & LANDSCAPE		\$ 300.00		
		GRAINGER				
9557311389	10/1/2014	REPLACED DRINKING FOUNTA	01-04-6160	\$ 620.10	213464	10/31/2014

		GRAINGER		\$ 620.10		
		GT DISTRIBUTORS				
INV0508775	9/19/2014	GLOCK AMMO	01-05-6310	\$ 55.50	75716	10/28/2014

		GT DISTRIBUTORS		\$ 55.50		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
3645746	9/16/2014	HAWKINS INC ROUTINE POLYMER CHEMICAL	25-15-6340	\$ 2,108.00	75717	10/28/2014
		HAWKINS INC		\$ 2,108.00		
		INTERNAL REVENUE SERVICE				
PR20141010	10/10/2014	FED/FICA TAX	01-00-2020	\$ 16,105.02	1282504	10/17/2014
PR20141010	10/10/2014	FED/FICA TAX	20-00-2020	\$ 1,277.64	1282504	10/17/2014
PR20141010	10/10/2014	FED/FICA TAX	25-00-2020	\$ 1,022.20	1282504	10/17/2014
PR20141024	10/24/2014	FED/FICA TAX	01-00-2020	\$ 15,977.76	1282535	10/31/2014
PR20141024	10/24/2014	FED/FICA TAX	20-00-2020	\$ 1,387.84	1282535	10/31/2014
PR20141024	10/24/2014	FED/FICA TAX	25-00-2020	\$ 1,110.72	1282535	10/31/2014
		INTERNAL REVENUE SERVICE		\$ 36,881.18		
		J & T AUTO SERVICE INC				
140915001	9/16/2014	#854 VEHICLE MAINTENANCE	01-05-6150	\$ 26.24	213397	10/20/2014
140929002	9/30/2014	#854 VEHICLE MAINTENANCE	01-05-6150	\$ 123.01	213397	10/20/2014
141009003	10/9/2014	TRUCK MAINTENANCE	01-05-6150	\$ 57.30	213397	10/20/2014
141001006	10/10/2014	REPAIR TO #119	01-03-7670	\$ 968.06	213465	10/31/2014
		J & T AUTO SERVICE INC		\$ 1,174.61		
		JANET McRAE				
1531	10/11/2014	DEPOSIT REFUND COMMUNITY CENTER	01-00-2050	\$ 75.00	75718	10/28/2014
		JANET McRAE		\$ 75.00		
		JENNIFER WALDENMAIER				
1528	10/11/2014	DEPOSIT REFUND CIVIC CENTER	01-00-2050	\$ 75.00	75719	10/28/2014
		JENNIFER WALDENMAIER		\$ 75.00		
		KA-COMM, INC.				
126663	9/30/2014	VEHICLE MAINTENANCE FOR	01-05-6150	\$ 639.12	75720	10/28/2014
		KA-COMM, INC.		\$ 639.12		
		KATIE LANEVILLE				
1599	10/19/2014	DEPOSIT REFUND COMMUNITY CENTER	01-00-2050	\$ 75.00	75721	10/28/2014
		KATIE LANEVILLE		\$ 75.00		
		KCP&L (18095 W 199TH ST)				
142710	10/27/2014	ELECTRIC SERVICE 18095 W 199TH ST SIREN	01-02-7626	\$ 19.61	75722	10/28/2014
		KCP&L (18095 W 199TH ST)		\$ 19.61		
		KCP&L (18539 WOODLAND RD)				
142714	10/27/2014	ELECTRIC SERVICE	25-15-7626	\$ 67.75	75723	10/28/2014
		KCP&L (18539 WOODLAND RD)		\$ 67.75		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
142710	10/27/2014	KCP&L (18700 W 191ST ST) ELECTRIC SERVICE 187 W 191ST ST	25-15-7626	\$ 96.81	75724	10/28/2014
		KCP&L (18700 W 191ST ST)		\$ 96.81		
142710	10/27/2014	KCP&L (18899 S LONE ELM) ELECTRIC SERVICE 18899 S LONE ELM RD	25-15-7626	\$ 89.86	75725	10/28/2014
		KCP&L (18899 S LONE ELM)		\$ 89.86		
142710	10/27/2014	KCP&L (20281 LONE ELM RD) ELECTRIC SERVICE 20281 LONE ELM RD	01-02-7626	\$ 19.61	75726	10/28/2014
		KCP&L (20281 LONE ELM RD)		\$ 19.61		
141010	10/10/2014	KERRY'S KENNELS DOG KENNEL CHARGES	01-18-7110	\$ 1,040.00	75727	10/28/2014
		KERRY'S KENNELS		\$ 1,040.00		
140710	10/7/2014	KEVIN ANDERSON TRAVEL REIMBURSEMENT	20-14-6050	\$ 49.62	75728	10/28/2014
141510	10/15/2014	MILEAGE REIMBURSEMENT	25-15-6050	\$ 202.72	75728	10/28/2014
		KEVIN ANDERSON		\$ 252.34		
240836	10/9/2014	KEY EQUIPMENT & SUPPLY CO PVC FLEX HOSE	25-15-7670	\$ 476.53	75729	10/28/2014
240836	10/9/2014	PVC FLEX HOSE	25-15-7670	\$ 398.85	75729	10/28/2014
240836	10/9/2014	8" GASKETS	25-15-7670	\$ 26.34	75729	10/28/2014
		KEY EQUIPMENT & SUPPLY C		\$ 901.72		
PR20141010	10/10/2014	KP&F KP&F	01-00-2030	\$ 4,945.32	1282506	10/17/2014
PR20141024	10/24/2014	KP&F	01-00-2030	\$ 5,093.54	1282537	10/31/2014
		KP&F		\$ 10,038.86		
PR20141010	10/10/2014	KPERS KPERS pre 7/09	01-00-2030	\$ 4,427.55	1282503	10/17/2014
PR20141010	10/10/2014	KPERS pre 7/09	20-00-2030	\$ 591.72	1282503	10/17/2014
PR20141010	10/10/2014	KPERS pre 7/09	25-00-2030	\$ 318.18	1282503	10/17/2014
PR20141010	10/10/2014	KPERS post 7/09	01-00-2030	\$ 2,309.47	1282503	10/17/2014
PR20141010	10/10/2014	KPERS post 7/09	20-00-2030	\$ 191.42	1282503	10/17/2014
PR20141010	10/10/2014	KPERS post 7/09	25-00-2030	\$ 498.72	1282503	10/17/2014
PR20141010	10/10/2014	HMO2 ESC	01-00-2060	\$ 672.46	1282503	10/17/2014
PR20141024	10/24/2014	KPERS pre 7/09	01-00-2030	\$ 4,185.09	1282534	10/31/2014
PR20141024	10/24/2014	KPERS pre 7/09	20-00-2030	\$ 591.72	1282534	10/31/2014
PR20141024	10/24/2014	KPERS pre 7/09	25-00-2030	\$ 314.25	1282534	10/31/2014
PR20141024	10/24/2014	KPERS post 7/09	01-00-2030	\$ 2,369.83	1282534	10/31/2014
PR20141024	10/24/2014	KPERS post 7/09	20-00-2030	\$ 191.42	1282534	10/31/2014
PR20141024	10/24/2014	KPERS post 7/09	25-00-2030	\$ 489.98	1282534	10/31/2014
		KPERS		\$ 17,151.81		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
140610	10/6/2014	KS DEPT OF HEALTH/ENVIRON ANNUAL WASTEWATER PERMIT FEE FOR LAGOONS	25-15-7210	\$ 185.00	75730	10/28/2014
		KS DEPT OF HEALTH/ENVIRO		\$ 185.00		
142510	10/25/2014	KS DEPT OF REV SALES TAX SEPT. 2014	01-00-2600	\$ 0.13	1282524	10/25/2014
142510B	10/25/2014	SEPT. SALES TAX	20-00-2060	\$ 1,334.34	1282525	10/25/2014
		KS DEPT OF REV		\$ 1,334.47		
141310	10/13/2014	KS RURAL WATER ASSOCIATIO KRWA ANNUAL MEMEBERSHIP	25-15-7630	\$ 490.00	75731	10/28/2014
141310	10/13/2014	KRWA ANNUAL MEMEBERSHIP	20-14-7630	\$ 490.00	75731	10/28/2014
		KS RURAL WATER ASSOCIATI		\$ 980.00		
141010	10/10/2014	KS STATE TREASURER REINSTATEMENT FEES	01-00-2206	\$ 295.00	75732	10/28/2014
141010	10/10/2014	JUDICIAL BRANCH SURCHARG	01-00-2206	\$ 112.00	75732	10/28/2014
141010	10/10/2014	JUDICIAL BRANCH TRAINING	01-00-2202	\$ 22.00	75732	10/28/2014
141010	10/10/2014	LAW ENFORCEMENT TRAINING	01-00-2201	\$ 878.00	75732	10/28/2014
		KS STATE TREASURER		\$ 1,307.00		
		KS WITHHOLDING TAX				
PR20141010	10/10/2014	STATE TAX	01-00-2020	\$ 2,159.87	1282502	10/17/2014
PR20141010	10/10/2014	STATE TAX	20-00-2020	\$ 136.02	1282502	10/17/2014
PR20141010	10/10/2014	STATE TAX	25-00-2020	\$ 122.07	1282502	10/17/2014
PR20141024	10/24/2014	STATE TAX	01-00-2020	\$ 2,231.45	1282533	10/31/2014
PR20141024	10/24/2014	STATE TAX	20-00-2020	\$ 150.55	1282533	10/31/2014
PR20141024	10/24/2014	STATE TAX	25-00-2020	\$ 131.97	1282533	10/31/2014
		KS WITHHOLDING TAX		\$ 4,931.93		
141510	10/15/2014	L & K GROUP HOLDINGS, LLC SEPT. 2014 TRASH COLLECT	01-00-2080	\$ 37,586.53	213466	10/31/2014
49X00028	10/27/2014	DEWATERED SLUDGE REMOVAL AND HAULING	25-15-7628	\$ 2,125.88	213466	10/31/2014
		L & K GROUP HOLDINGS, LL		\$ 39,712.41		
14-3043	10/15/2014	LEAGUE OF KS MUNICIPALITI LKM CONF- CITY ATTY	01-01-7640	\$ 235.00	75733	10/28/2014
		LEAGUE OF KS MUNICIPALIT		\$ 235.00		
1654	10/14/2014	LESLIE BIRMINGHAM DEPOSIT REFUND CIVIC CENTER	01-00-2050	\$ 75.00	75734	10/28/2014
		LESLIE BIRMINGHAM		\$ 75.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1269	10/26/2014	LOVETA MEDLIN DEPOSIT REFUND COMMUNITY CENTER	01-00-2050	\$ 50.00	75736	10/28/2014
		LOVETA MEDLIN		\$ 50.00		
100-57M	10/1/2014	LOWE LAW FIRM, LLP CONTRACT REVIEW	03-00-7710	\$ 50.00	213398	10/20/2014
11100-36MC	11/1/2014	2014 CDBG	75-00-7710	\$ 112.50	213398	10/20/2014
1110039	10/1/2014	POLICE FACILITY TITLE INSURANCE	01-05-7710	\$ 50.00	213398	10/20/2014
12100-49M	10/1/2014	GOLF CORPORATION REVIEW	01-09-7999	\$ 2,870.00	213398	10/20/2014
12100-63	10/1/2014	SPRING HILL VS, HAMMONDS	01-09-7710	\$ 250.60	213398	10/20/2014
144384-00	10/1/2014	WATER RIGHT REVIEW	20-14-7710	\$ 130.00	213398	10/20/2014
144414-00M	10/1/2014	CIVIC CENTER RENOVATION CONTRACT REVIEW HWA	31-31-7710	\$ 668.50	213398	10/20/2014
144425-00M	10/1/2014	PROJECT PLUM	01-10-7710	\$ 3,062.65	213398	10/20/2014
144428-00M	10/1/2014	GECKLES CLAIM	01-09-7710	\$ 50.00	213398	10/20/2014
5100-70M	10/1/2014	OAKWOODS DEVELOPMENT	01-16-7710	\$ 225.00	213398	10/20/2014
5100-82M	10/1/2014	ESTATES OF WOLF CREEK ENGINEER CONTRACT	80-00-7710	\$ 352.80	213398	10/20/2014
6100-06MB	10/1/2014	WILSON ST PHASE 3	76-00-7710	\$ 75.80	213398	10/20/2014
90100-56M	10/1/2014	ZONING CROSSING	01-16-7710	\$ 50.00	213398	10/20/2014
90100.00M	10/1/2014	SEPTEMBER RETAINER	01-09-7710	\$ 3,000.00	213398	10/20/2014
		LOWE LAW FIRM, LLP		\$ 10,947.85		
SC09140538	9/30/2014	MAJESTIC FRANCHSING CLEANING SERVICE POLICE DEPARTMENT	01-05-7610	\$ 240.00	213399	10/20/2014
SC10140669	10/16/2014	CLEANING SERVICE COMMUNITY CENTER	01-17-7610	\$ 425.00	213467	10/31/2014
SC10140670	10/16/2014	CLEANING SERVICE PUBLIC WORKS	01-13-7610	\$ 220.00	213467	10/31/2014
		MAJESTIC FRANCHSING		\$ 885.00		
1653	10/19/2014	NANCY ISHAM DEPOSIT REFUND CIVIC CENTER	01-00-2050	\$ 75.00	75737	10/28/2014
		NANCY ISHAM		\$ 75.00		
295357	10/2/2014	NAPA SPRING HILL, LLC STARTING FLUID	20-14-7670	\$ 4.69	75738	10/28/2014
295615	10/13/2014	OIL FILTER	20-14-6150	\$ 4.22	75738	10/28/2014
295615	10/13/2014	5W20 MOTOR OIL	20-14-6140	\$ 59.88	75738	10/28/2014
295640	10/13/2014	SPARKS PLUGS #125 & #129	01-03-7670	\$ 3.99	75738	10/28/2014
295640	10/13/2014	SPARKS PLUGS #125 & #129	01-03-7670	\$ 14.76	75738	10/28/2014
295679	10/14/2014	GREASE GUN	20-14-6360	\$ 51.36	75738	10/28/2014
		NAPA SPRING HILL, LLC		\$ 138.90		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
64819001	10/2/2014	NAVRAT'S OFFICE PRODUCTS OFFICE SUPPLIES	01-09-6110	\$ 50.15	75739	10/28/2014
		NAVRAT'S OFFICE PRODUCTS		----- \$ 50.15		
311973B	9/3/2014	NIFFIE PRINTING COLOR BANNER	01-10-6120	\$ 99.95	75740	10/28/2014
312022	10/8/2014	PROMISE TO APPEAR	01-06-6110	\$ 143.89	75740	10/28/2014
		NIFFIE PRINTING		----- \$ 243.84		
6254907	10/1/2014	NPG NEWSPAPERS, INC ORD 2014-11 SUMMARY	01-08-7120	\$ 63.14	213400	10/20/2014
		NPG NEWSPAPERS, INC		----- \$ 63.14		
376024	9/24/2014	OFFICE MAX OFFICE SUPPLIES	01-09-6110	\$ 97.08	213401	10/20/2014
625075	10/7/2014	OFFICE SUPPLIES	01-02-6110	\$ 82.50	213468	10/31/2014
625075	10/7/2014	OFFICE SUPPLIES	01-13-6110	\$ 59.21	213468	10/31/2014
865406	10/17/2014	OFFICE SUPPLIES	01-09-6110	\$ 159.38	213468	10/31/2014
		OFFICE MAX		----- \$ 398.17		
097126 00	9/25/2014	OLATHE WINWATER WORKS 2" TAP RENTAL MACHINE	20-14-6330	\$ 350.00	75741	10/28/2014
097220 00	9/26/2014	2" COUPLINGS	20-14-6320	\$ 146.00	75741	10/28/2014
097394 00	10/3/2014	RACHET SHEARS	20-14-6360	\$ 125.00	75741	10/28/2014
097394 00	10/3/2014	ADJUSTABLE HYDRANT WRENC	20-14-6360	\$ 25.00	75741	10/28/2014
097394 00	10/3/2014	KCMO HYDRANT WRENCH	20-14-6360	\$ 40.00	75741	10/28/2014
		OLATHE WINWATER WORKS		----- \$ 686.00		
50615680	9/26/2014	PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	01-02-7660	\$ 99.59	75742	10/28/2014
		PRAXAIR DISTRIBUTION INC		----- \$ 99.59		
1665	10/26/2014	RANEE GILBERT DEPOSIT REFUND CIVIC CENTER	01-00-2050	\$ 75.00	75744	10/28/2014
		RANEE GILBERT		----- \$ 75.00		
5020564-00	10/3/2014	REINDERS TORDON RTU-STUMP KILLER	01-03-7220	\$ 69.30	213402	10/20/2014
5020564-00	10/3/2014	HYDRO SEED MULCH	01-03-6320	\$ 70.83	213402	10/20/2014
		REINDERS		----- \$ 140.13		
INV0038485	10/14/2014	REJIS COMMISSION LEWEB SUBSCRIPTION SERVI	01-05-7630	\$ 38.33	75745	10/28/2014
		REJIS COMMISSION		----- \$ 38.33		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1529	10/18/2014	RICHARD HALE DEPOSIT REFUND CIVIC CENTER	01-00-2050	\$ 75.00	75746	10/28/2014
		RICHARD HALE		\$ 75.00		
B02547401	9/29/2014	SHI INTERNATIONAL CORP SERVER 2012 SOFTWARE	01-09-6130	\$ 1,152.00	213469	10/31/2014
		SHI INTERNATIONAL CORP		\$ 1,152.00		
SH20141007	10/7/2014	SPANISHPRO, INC INTERPRETING SERVICES	01-06-7710	\$ 110.00	75748	10/28/2014
		SPANISHPRO, INC		\$ 110.00		
236948K	7/10/2014	SUMMIT TRUCK GROUP ARM REST FOR DUMP TRUCK	01-02-6150	\$ 76.95	213403	10/20/2014
		SUMMIT TRUCK GROUP		\$ 76.95		
1527	10/10/2014	TIMOTHY PAYNE DEPOSIT REFUND COMMUNITY CENTER	01-00-2050	\$ 75.00	75749	10/28/2014
		TIMOTHY PAYNE		\$ 75.00		
11568	10/3/2014	WAGNER TRUCKING GRAVEL FOR PUBLIC WORKS	10-02-6330	\$ 314.29	75750	10/28/2014
11568	10/3/2014	SALT AND HAULING FEE	10-02-6340	\$ 1,015.26	75750	10/28/2014
		WAGNER TRUCKING		\$ 1,329.55		
2272	10/8/2014	WEMPE ENTERPRISES, INC. MOUNT UNILOADER TIRE ON	20-14-7670	\$ 25.00	213470	10/31/2014
2274	10/9/2014	BED LINER REPAIR	01-02-6150	\$ 1,555.00	213470	10/31/2014
		WEMPE ENTERPRISES, INC.		\$ 1,580.00		
31226	10/10/2014	WHITESELL OPTOMETRY EYECARE BENEFIT JESBERG	01-06-7130	\$ 82.75	213471	10/31/2014
		WHITESELL OPTOMETRY		\$ 82.75		
		***** REPORT TOTAL *****		\$ 151,727.16		

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: NOVEMBER 13, 2014
DATE: NOVEMBER 6, 2014

Consent Action Item: Lease schedule 004 and 005 with Dell Financial Services

Background: The City Council approved a master lease agreement and purchase order with Dell Financial Service on November 14, 2013 and Lease Schedule 001 in January 2014.

Analysis: The attached lease schedule is related to new computer and equipment purchases related to the information technology infrastructure design. Semi-annual lease payments will be made over four years.

Legal Review: Mr. Jenkins, City Attorney, has reviewed the lease schedule language and staff has verified receipt of all equipment ordered.

Alternatives:

1. Approve the lease schedule 001-6695052-004 and lease schedule 001-6695052-005 related to the Master Lease agreement 6695052 and authorize the Mayor to sign the document.
2. Deny the lease schedule 001-6695052-004 and lease schedule 001-6695052-005 related to the Master Lease agreement 6695052 and authorize the Mayor to sign the document.
3. Table the issue and direct staff to further research.

Funding Review or Budgetary Impact: Annual cost for this equipment will be split appropriately between the general fund and both utility funds.

Recommendation: Staff recommends that the Council approve the lease schedule and authorize the Mayor to sign the document.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: GLENDA GERRITY
MEETING DATE: NOVEMBER 6, 2014
DATE: NOVEMBER 13, 2014

Consent Item: Consideration of Special Event Permit: Santa Run, Spring Hill Rotary Club

Background: The Spring Hill Rotary Club is sponsoring a Santa Run on December 6, 2014, 9:00pm. This event requires a Special Event Permit.

Analysis: The application, map, requests for City services, and insurance certificate have been received by the City Clerk. The Street Department, Police Department, and Johnson County Fire District No. 2 reviewed the documents and have no issues to report.

Legal Review: The City's representative for Property/Casualty Liability Insurance reported that the insurance requirements have been met.

Alternatives: Approve the Special Event Permit
Deny the Special Event Permit

Funding Review or Budgetary Impact: N/A

Recommendation: Approve the Special Event Permit for the Spring Hill Rotary Club Santa Run to be held on December 6, 2014.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: NOVEMBER 13, 2014

DATE: NOVEMBER 7, 2014

Consent Agenda: Final Plat, Oak Woods Second Plat, case file FP-05-14.

Issue: Approval of final plat to correct errors on previously approved and recorded Oak Woods First Plat.

Background: In 2005 Oak Woods First Plat was approved and recorded with Miami County and the infrastructure was installed over the next 2-3 years. Since then there has been no construction activity on site. Recently, the owner, Tri-Star Developers (Lynn Baker) noted an error on the recorded plat. In the statement section of the plat is the following statement: "Tracts A thru D as shown hereon will be owned and maintained by the Oak Woods Homes Association. These tracts are intended to be used as private open space and common areas and may include landscaping, fencing, subdivision monuments, storm water detention and amenities".

The owner claimed this statement is incorrect in that Tract C was planned for multi-family construction and Tract D was intended for a day care facility.

Analysis: Staff has researched this issue thoroughly by reviewing three files containing several hundred pages of information on the approval process of both the preliminary and final plat for this subdivision. Staff has determined the claim of the owner is correct and the error is administrative in nature. Thru extensive review of the minutes from numerous Planning Commission and City Council meeting minutes, as well as preliminary drafts of the plats it is apparent the intent for Tract C was always to be multi-family residential and Tract D was to be a day care.

State Statute allows for an affidavit to be used to correct minor errors such as measurements, angles, street names, misspelling, etc., but the affidavit cannot be used for any type of change of ownership or transfer of land rights. As a result the plat can only be amended with review by the Planning Commission and approval by the Governing Body.

On November 6, 2014 the Planning Commission reviewed the plat, staff report and heard a presentation from staff. Following discussion, the Planning Commission voted to recommend approval of Oak Woods Second Plat (FP-05-14).

Alternatives: Approval, denial, remand for further study

AGENDA ITEM REVIEW SHEET

Legal Review: City Attorney Frank Jenkins has researched the process of correcting the plat and recommended review by the Planning Commission with final approval by the Governing Body.

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

Recommendation: Staff and the Spring Hill Planning Commission recommend approval of Oak Woods Second Plat FP-05-14.

Attachments: Final Plat, Oak Woods Second Plat
Staff Report FP-05-14

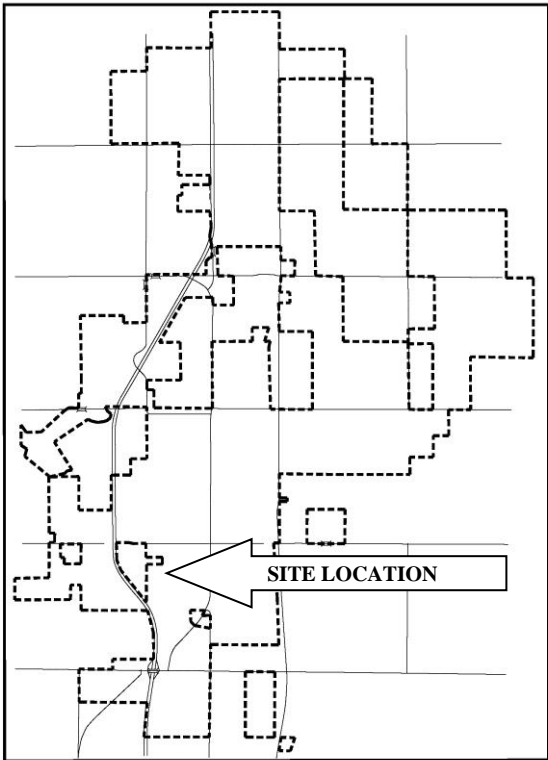
**SPRING HILL PLANNING COMMISSION
FINAL PLAT STAFF REPORT**

Case #: FP-05-14 **Meeting Date:** November 6, 2014
Description: Final Plat – Oak Woods Second Plat
Location: South of South St., and east of Lone Elm Road
Applicant: Tri Star Developers of Spring Hill, LLC
Engineer: Phelps Engineering
Site Area: 25.9493 Ac.

Minimum Lot Area: Planned Development	Number of Lots: 79
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Current Zoning: RP-1, & RP-4	Proposed Use: Single-Family & Multi-Family Residential
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Related Applications: FP-07-04





BACKGROUND:

In 2005 Oak Woods First Plat was approved and recorded with Miami County and the infrastructure was installed over the next 2-3 years. Since then there has been no construction activity on site. Recently, the owner, Tri-Star Developers (Lynn Baker) noted an error on the recorded plat. In the statement section of the plat is the following statement: “Tracts A thru D as shown hereon will be owned and maintained by the Oak Woods Homes Association. These tracts are intended to be used as private open space and common areas and may include landscaping, fencing, subdivision monuments, storm water detention and amenities”.

The owner claimed this statement is incorrect in that Tract C was planned for multi-family construction and Tract D was intended for a day care facility.

STAFF COMMENT:

Staff has researched this issue thoroughly by reviewing three files containing several hundred pages of information on the approval process of both the preliminary and final plat for this subdivision. Staff has determined the claim of the owner is correct and the error is administrative in nature. Thru extensive review of the minutes from numerous Planning Commission and City Council meeting minutes, as well as preliminary drafts of the plats it is apparent the intent for Tract C was always to be multi-family residential and Tract D was to be a day care.

The City was then requested to approve an affidavit to be filed with the final plat that corrected this error. City Attorney Frank Jenkins reviewed the affidavit and found it is not applicable for this error on the plat. State Statute allows for an affidavit to be used to correct minor errors such as measurements, angles, street names, misspelling, etc., but the affidavit cannot be used for any type of change of ownership or transfer of land rights. As a result the plat must be amended by being reviewed by the Planning Commission and approved by the Governing Body.

To copy the material reviewed to validate staff's opinion the plat is incorrect would create a very large packet. In an effort to save time and money, staff will make a presentation of pertinent information related to this issue. All documents will be available at the November 6 Planning Commission Meeting.

Included with this packet you will find a copy of the Preliminary Plat, First Final Plat and proposed Second Final Plat.

The proposed Second Final Plat contains the correct language for Tracts A and B to be owned by the Homes Association, and Tracts C and D designated as areas for development. Signature lines have also been updated for those required to sign the plat after approval.

RECOMMENDATION:

Staff recommends approval of the FP-05-14 Oak Woods Second Plat

Attachments: Oak Woods Preliminary Plat
Oak Woods First Plat
Oak Woods Second Plat

RESOLUTION NO. 2014-R-15

A RESOLUTION DESCRIBING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF SPRING HILL, JOHNSON COUNTY AND MIAMI COUNTY, KANSAS, A CITY OF THE THIRD CLASS, SAID BOUNDARY DESCRIPTION BEING REQUIRED BY LAW TO BE FILED BY THE LAST DAY OF DECEMBER OF EACH CALENDAR YEAR; AND RESCINDING RESOLUTIONS NO. 506, 542, 545, 566, 586, 610, 624 and 11-27.

WHEREAS, the boundaries of the City of Spring Hill, Kansas, have changed in 2014 as a result of annexing certain property pursuant to Ordinance No. 2014-07.

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

SECTION ONE: Corporate Boundaries. The corporate limits and boundaries of the City of Spring Hill, Kansas, are hereby described to be as follows:

CORPORATE BOUNDARIES

CITY OF SPRING HILL, KANSAS

DECEMBER 2014

LEGAL DESCRIPTION OF THE CITY LIMITS

OF THE

CITY OF SPRING HILL, KANSAS

All that part of Section 14, Township 15 South, Range 23 East, all that part of Section 15, Township 15 South, Range 23 East, all that part of Section 2, Township 15 South, Range 23 East, all that part of Section 10, Township 15 South, Range 23 East, all that part of Section 11, Township 15 South, Range 23 East, and all that part of Section 13, Township 15 South, Range 23 East, and all that part of Section 36, Township 14 South, Range 23 East, and part of Section 35, Township 14 South, Range 23 East, and all that part of Section 34, Township 14 South, Range 23 East, and all that part of Section 1, Township 15 South, Range 23 East, and all that part of Section 12, Township 15 South, Range 23 East, and all that part of Section 6, Township 15 South, Range 24 East, and all that part of Section 7, Township 15 South, Range 24 East, and all that part of Section 18, Township 15 South, Range 24 East, in Johnson County, Kansas, and all that part of Section 23, Township 15 South, Range 23 East, and all that part of Section 22, Township 15 South, Range 23 East, and also part of Section 25, Township 15 South, Range 23 East, and part of Section 26, Township 15 South, Range 23 East, and all that part of Section 27, Township 15 South, Range 23 East, and all that part of Section 24, Township 15 South, Range 23 East in Miami County, Kansas, described as follows:

Beginning at the Northwest corner of said Section 14; thence South along the West line of said Section 14, also being the East line of said Section 15, to the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 15; thence West to the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; thence South to the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; thence West along the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$ and along the South line of the Southwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$ to the West right-of-way line of U.S. Highway 169; thence South along the West right-of-way line of said highway to a point on the North line of the South $\frac{1}{2}$ of the

Southeast $\frac{1}{4}$ of said Section 15; thence West along the North line of said South $\frac{1}{2}$ to a point on the East line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 15; thence North along the East line of said East $\frac{1}{2}$ to the Northeast corner of said East $\frac{1}{2}$; thence West along the North line of said East $\frac{1}{2}$ to the Northwest corner of said East $\frac{1}{2}$; thence South along the West line of said East $\frac{1}{2}$ to a point 418.00 feet North of the Southwest corner of said East $\frac{1}{2}$; thence East, a distance of 312.00 feet; thence South, a distance of 418.00 feet to a point on the South line of said East $\frac{1}{2}$; thence West along the South line of said East $\frac{1}{2}$ to the Southwest corner of said East $\frac{1}{2}$, said point also being the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 22; thence South along the East line of the Northwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ to the Southeast corner of the Northwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$; thence West along the South line of the Northwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ to the Southwest corner of the Northwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$, said point also being the Northwest corner of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$; thence South along the West line of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ to the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 22; thence East along the South line of said Northwest $\frac{1}{4}$ to a point 330.00 feet West of the Southeast corner of said Northwest $\frac{1}{4}$; thence North and parallel to the East line of said Northwest $\frac{1}{4}$, a distance of 660.00 feet; thence East, a distance of 330.00 feet to a point on the East line of said Northwest $\frac{1}{4}$, said point also being on the West line of the Northeast $\frac{1}{4}$ of said Section 22; thence South along the West line of said Northeast $\frac{1}{4}$, to the Southwest corner of said Northeast $\frac{1}{4}$; thence East along the South line of said Northeast $\frac{1}{4}$ to a point on the existing West right-of-way line of U.S. Highway 169; thence South along said West right-of-way line to a point on the North line of the South 484.00 feet of the Southeast $\frac{1}{4}$ of said Section 22; thence West to the Northwest corner of the South 484.00 feet of the East 697.38 feet of said Southeast $\frac{1}{4}$; thence South, a distance of 34.00 feet; thence West, a distance of 540.00 feet; thence South 450.00 feet

to a point on the South line of said Southeast $\frac{1}{4}$; thence West along said South line to the Northwest corner of the Northeast $\frac{1}{4}$ of said Section 27; thence South along the West line of said Northeast $\frac{1}{4}$ to the Southwest corner of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; thence West along the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$ to its intersection with the existing West right-of-way line of old Kansas City Road (old U.S. Highway 169); thence Northeasterly along said West right-of-way line to its intersection with the existing West right-of-way line of U.S. Highway 169; thence Southeast along said West right-of-way line to its intersection with the existing East right-of-way line of Old Kansas City Road; thence Southeast along said East right-of-way line to its intersection with the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$; thence East along the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$ to its intersection with the existing West right-of-way line of U.S. Highway 169; thence South along said West right-of-way line to its intersection with the South line of the Northeast $\frac{1}{4}$ of said Section 27; thence East, along the South line of the Northeast $\frac{1}{4}$ of said Section 27 and the South line of the Northwest $\frac{1}{4}$ of said Section 26, to the Southeast corner of the Northwest $\frac{1}{4}$ of said Section 26; thence North along the East line of the Northwest $\frac{1}{4}$ of said Section 26, to the Northeast corner of said Northwest $\frac{1}{4}$, said point also being the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 23; thence North along the West line of the Southeast $\frac{1}{4}$ of said Section 23, to the Southwest corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 23; thence East along the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 23, to the Southeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 23, said point also being the Southwest corner of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 24; thence East along the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 24, to the existing West right-of-way line of Burlington Northern Railroad; thence Northwest along said West right-of-way line, to its intersection with the East line of the Northeast $\frac{1}{4}$ of said Section

23; thence continuing Northwest along said West right-of-way line of said Railroad, to a point on the North line of the Northeast $\frac{1}{4}$ of said Section 23, also being the South line of Section 14, Township 15, Range 23; thence East along said South line of said Section 14, to the Southeast corner of said Section 14; thence North along the East line of said Section 14, to a point 319.00 feet North of the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 15 South, Range 23 East; thence 315.00 feet East; thence 137.50 feet North; thence 315.00 feet West, to a point on the West line of said Section 13; thence North along said West line to the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 13; thence East along the South line of the Northwest $\frac{1}{4}$ of said Section 13 to the Southeast corner of the Northwest $\frac{1}{4}$ of said Section 13, said point also being the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 13; thence East along the South line of the Northeast $\frac{1}{4}$ of said Section 13 to the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 13, said point also being the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 18; thence North along the West line of the Northwest $\frac{1}{4}$ of said Section 18, a distance of 662.26 feet; thence East, a distance of 1,275.34 feet; thence North, a distance of 660.00 feet; thence East, a distance of 478.48 feet; thence North, a distance of 1,320.00 feet to a point on the North line of said Northwest $\frac{1}{4}$, said point also being on the South line of the Southwest $\frac{1}{4}$ of said Section 7; thence East along the South line of the Southwest $\frac{1}{4}$ of said Section 7, to the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 7; thence North along the East line of the Southwest $\frac{1}{4}$ of said Section 7, to the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 7; thence East along the South line of the Northeast $\frac{1}{4}$ of said Section 7, to a point 500 feet West of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 7; thence North and parallel to the East line of the Northeast $\frac{1}{4}$ of said Section 7, a distance of 400 feet; thence East and parallel to the South line of the Northeast $\frac{1}{4}$ of said Section 7, a distance of 500 feet to a point on

the East line of the Northeast $\frac{1}{4}$ of said Section 7; thence North along the East line of the Northeast $\frac{1}{4}$ of said Section 7, to the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 7; thence West along the North line of the Northeast $\frac{1}{4}$ of said Section 7 to the Southeast corner of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 6; thence North along the East line of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 6, to the Northeast corner of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 6; thence West along the North line of the Southeast $\frac{1}{4}$ and along the North line of the Southwest $\frac{1}{4}$ of said Section 6, to the Northwest corner of the Southwest $\frac{1}{4}$ of said Section 6, said point also being the Southeast corner of the Northeast $\frac{1}{4}$ of Section 1, Township 15 South, Range 23 East; thence North along the East line of the Northeast $\frac{1}{4}$ of said Section 1, to the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 1; thence West along the North line of the Northeast $\frac{1}{4}$ of said Section 1, to the Southeast corner of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 14 South, Range 23 East; thence North along the East line of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 36 to the Northeast corner of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 36; thence West along the North line of the Southeast $\frac{1}{4}$ of said Section 36, to the Northwest corner of the Southeast $\frac{1}{4}$ of said Section 36, said point also being the Southeast corner of the Northwest $\frac{1}{4}$ of said Section 36; thence North along the East line of the Northwest $\frac{1}{4}$ of said Section 36, to the Northeast corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 36; thence West along the North line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 36, to the Northwest corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 36; thence North along the West line of the Northwest $\frac{1}{4}$ of said Section 36 to the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 36, said point also being the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 35; thence West along the North line of the Northeast $\frac{1}{4}$ and the North line of the Northwest $\frac{1}{4}$ of said Section 35, to the existing West right-of-way line of U.S. Highway 169; thence South along

said West right-of-way line to its intersection with the North line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 35; thence West along said North line to the Northwest corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 35; thence South along the West line of the Northwest $\frac{1}{4}$ of said Section 35, to the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 35, said point also being the Northeast corner of the Southeast $\frac{1}{4}$ of Section 34, Township 14 South, Range 23 East; thence West along the North line of the Southeast $\frac{1}{4}$ of said Section 34 to the Northwest corner of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 34; thence South along the West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 34 to the Southwest corner of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 34; thence East along the South line of the Southeast $\frac{1}{4}$ of said Section 34 and the North line of the Northwest $\frac{1}{4}$ of said Section 2, to a point 1,453.68 feet West of the Northeast corner of the Northwest $\frac{1}{4}$ of said Section 2; thence South 1,085.78 feet; thence East to the existing West right-of-way line of U.S. Highway 169; thence South along said West right-of-way line to a point 1,527.44 feet South of the Northeast corner of said Northwest $\frac{1}{4}$; thence West, a distance of 1,096.69 feet; thence South, a distance of 478.00 feet; thence West, a distance of 177.50 feet; thence South to a point on the South line of said Northwest $\frac{1}{4}$; thence East along the South line of said Northwest $\frac{1}{4}$ to a point on the existing West right-of-way line of U.S. Highway 169; thence Southerly, along said West right-of-way line to its intersection with the North line of the Northwest $\frac{1}{4}$ of said Section 11; thence West along said North line, to the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 11; thence South along the West line of the Northwest $\frac{1}{4}$ of said Section 11, to the North line of the South 60 acres of the Northeast $\frac{1}{4}$ of said Section 10, as established by record agreement shown on record survey filed in Johnson County Engineers office, made by Land Plan Engineering Company, dated September 6, 1984; thence South $87^{\circ}49'21''$ West, along the North line of the South 60 acres of the Northeast $\frac{1}{4}$ of said Section 10, to the

Northwest corner of the South 60 acres of the Northeast ¼ of said Section 10; thence South along the West line of the Northeast ¼ of said Section 10, a distance of 978.77 feet (978.59 feet by said record survey) to the Northwest corner of the Southeast ¼ of said Section 10; thence South along the West line of the Southeast ¼ of said Section 10, to a point 550.00 feet North of the Southwest corner of the Southeast ¼ of said Section 10; thence West and parallel to the South line of the Southwest ¼ of said Section 10, a distance of 100.00 feet; thence South and parallel to the East line of the Southwest ¼ of said Section 10, a distance of 550.00 feet, to a point on the South line of the Southwest ¼ of said Section 10, said point also being on the North line of the Northwest ¼ of said Section 15; thence West, along the North line of said Northwest ¼, a distance of 338.09 feet; thence South 02°14'25" East, a distance of 110.00 feet; thence South 60°50'22" West, a distance of 216.46 feet; thence South 37°38'31" West, a distance of 712.83 feet; thence South 11°17'13" West, a distance of 409.92 feet; thence South 87°26'52" West, a distance of 743.17 feet; thence North 46°53'40" West, a distance of 425.37 feet; thence South 87°45'35" West, a distance of 107.00 feet; thence South 02°14'25" East, a distance of 360.00 feet; thence South 19°50'06" West, a distance of 194.24 feet; thence South 10°05'37" East, a distance of 146.37 feet; thence South 45°41'31" East, a distance of 130.86 feet; thence South 67°01'08" East, a distance of 211.21 feet; thence South 05°31'30" West, a distance of 279.54 feet; thence South 42°50'30" East, a distance of 568.57 feet; thence South 71°52'58" East, a distance of 322.92 feet; thence North 85°18'21" East, a distance of 140.13 feet; thence South 72°39'53" East, a distance of 184.68 feet; thence North 88°02'35" East, a distance of 210.00 feet; thence North 02°14'25" East, a distance of 116.91 feet; thence North 62°24'49" East, a distance of 189.21 feet; thence North 12°27'58" West, a distance of 653.61 feet; thence North 20°02'35" East, a distance of 477.43 feet; thence North 53°41'37" East, a distance of

633.76 feet; thence North 48°46'11" East, a distance of 240.73 feet to a point on the West line of the Northeast ¼ of said Section 15; thence continuing North 48°46'11" East, a distance of 164.54 feet; thence North 54°21'09" East, a distance of 519.01 feet; thence South 54°19'57" East, a distance of 248.29 feet; thence North 51°29'37" East, a distance of 391.72 feet; thence North 10°47'55" East, a distance of 97.51 feet; thence North 33°12'11" West, a distance of 93.30 feet; thence North 58°47'20" West, a distance of 191.03 feet to a point on the existing West right-of-way line of U.S. Highway 169; thence Northwesterly along said West right-of-way line to its intersection with the North line of the Northeast ¼ of said Section 15; thence East along said North line to the Northwest corner of the Northwest ¼ of said Section 14 and the Point of Beginning.

Also all of the Southeast ¼ of the Southwest ¼ of Section 13, Township 15 South, Range 23 East, also all of the East 500 feet of the Southwest ¼ of the Southwest ¼ of Section 13, Township 15 South, Range 23 East.

Also a tract of land described as part of the West ½ of the Southwest ¼ of Section 25, Township 15, Range 23, Miami County, Kansas, more particularly described as follows:

Beginning at a point on the North line of the Southwest ¼ of said Section 25, said point being 260.83 feet East of the Northwest corner of the Southwest ¼ of said Section 25, also being on the East right-of-way line of Woodland Road, as now established; thence North 89°48'16" East, along the North line of the Southwest ¼ of said Section 25, a distance of 541.09 feet; thence South 18°13'09" West, a distance of 521.01 feet; thence South 89°48'16" West, parallel to the North line of the Southwest ¼ of said Section 25, a distance of 458.00 feet to a point on the East right-of-way line of said Woodland Road; thence North 09°09'56" East, along the East right-of-way line of said Woodland Road, a distance of 501.00 feet to the Point of Beginning, containing 5.67 acres, more or less.

Also beginning at the Northeast corner of the Northeast $\frac{1}{4}$ of Section 26, Township 15 South, Range 23 East, Miami County, Kansas; thence West, a distance of 1,328.90 feet and along the North line of said $\frac{1}{4}$ Section; thence South, a distance of 2,641.30 feet and parallel to the East line of said $\frac{1}{4}$ Section, to a point on the South line of said $\frac{1}{4}$ Section; thence East, a distance of 1,325.41 feet and along the South line of said $\frac{1}{4}$ Section, to the Southeast corner of said $\frac{1}{4}$ Section; thence North, a distance of 2,642.10 feet and along the East line of said $\frac{1}{4}$ Section, to the Point of Beginning, all being the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 15 South, Range 23 East, Miami County, Kansas. Subject to easements, restrictions, and covenants, if any, now of record.

Also, part of the Northeast $\frac{1}{4}$ of Section 11, Township 15 South, Range 23 East of the Sixth Principal Meridian, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of the Northeast $\frac{1}{4}$ of Section 11, Township 15 South, Range 23 East of the Sixth Principal Meridian, Johnson County, Kansas; thence

South $87^{\circ}59'54''$ West, along the North line of said Northeast $\frac{1}{4}$, a distance of 902.00 feet; thence South $02^{\circ}10'34''$ East, parallel with the West line of the Northeast $\frac{1}{4}$ of said

Northeast $\frac{1}{4}$, a distance of 95.39 feet to a point on the Southerly right-of-way line of

199th Street, as now established; thence South $72^{\circ}55'10''$ East, along said Southerly right-of-way line, a distance of 457.62 feet to the TRUE POINT OF BEGINNING;

thence South $83^{\circ}35'45''$ East, continuing along said Southerly right-of-way line of said

199th Street, a distance of 317.99 feet (315.09 feet Deed) to a point on the Westerly right-of-way line of the Burlington Northern and Santa Fe Railway; thence Southerly, along

the said Westerly right-of-way line, on a curve to the right having an initial tangent

bearing of South $00^{\circ}24'41''$ West and a radius of 5,580 feet, for a distance of 208.92 feet

to a point 500.00 feet South of the North line of said Northeast ¼; thence North 87°59'54" East, continuing along said Westerly right-of-way line and parallel with the North line of said Northeast ¼, a distance of 75.23 feet; thence Southerly, continuing along said Westerly right-of-way line, on a curve to the right having an initial tangent bearing of South 02°29'46" West and a radius of 5,655 feet, for a distance of 696.81 feet; thence South 09°33'22" West, continuing along said Westerly right-of-way line, a distance of 145.20 feet to a point on the South line of the Northeast ¼ of said Northeast ¼; thence South 87°54'29" West, along said South line, a distance of 369.87 feet; thence North 04°14'59" East a distance of 1,093.90 feet to the TRUE POINT OF BEGINNING.

Except the following described tracts:

All that part of the Northwest ¼ of Section 22, Township 15, Range 23, Miami County, Kansas, described as follows: Commencing at the Northeast corner of the Northwest ¼ of said Northwest ¼; thence East along the North line of said Northwest ¼, a distance of 443.00 feet to the Point of Beginning; thence South, a distance of 726.00 feet; thence East, a distance of 180.00 feet; thence South, a distance of 203.75 feet; thence East, a distance of 691.00 feet to a point on the East line of said Northwest ¼; thence North along the East line of said Northwest ¼ to the Northeast corner of said Northwest ¼; thence West along the North line of said Northwest ¼ to the Point of Beginning.

Also, all that part of the Northeast ¼ of Section 22, Township 15 South, Range 23 East, Miami County, Kansas, lying East of U.S. Highway 169.

Also, all that part of the Southwest ¼ of Section 23, Township 15 South, Range 23 East, Miami County, Kansas, described as follows: Beginning at the intersection of the existing West right-of-way line of U.S. Highway 169 and the existing West right-of-way line of Webster Street; thence Northeasterly along said Westerly right-of-way line of Webster Street to the Northeasterly corner of

a tract of land owned by L & J Development, as recorded by the Miami County Register of Deeds in Book 493 on page 565; thence Northwesterly along the Northerly line of said tract to the Easterlymost corner of a tract of land owned by L & J Development, as recorded by the Miami County Register of Deeds in Book 650 on Page 450; thence Northwest and North along the East line of said tract to a point on the South line of the Northwest $\frac{1}{4}$ of said Section 23; thence North $89^{\circ}15'10''$ East along the South line of said Northwest $\frac{1}{4}$ to a point 181.00 feet West of the Southeast corner of said Northwest $\frac{1}{4}$; thence Southwest, a distance of 182.00 feet deed (on a curve to the right with a radius of 2,367.01 feet and an arc length of 182.00 feet measured), along the East right-of-way line of U.S. Highway 169; thence continuing Southwest along said East right of way line of US Highway 169, a distance of 300 feet; thence South 85° East, a distance of 395 feet to a point on the West line of the Southeast $\frac{1}{4}$ of said Section 23, said point being 470 feet South of the Northwest corner of the Southeast $\frac{1}{4}$ of said Section 23; thence South $00^{\circ}35'34''$ East along the West line of the Southeast $\frac{1}{4}$ of said Section 23, to a point 1,013 feet from the Northwest corner of the Southeast $\frac{1}{4}$ of said Section 23, said point being the Northeast corner of a tract of land owned by Fredrick J. Soetaert, Trustee of the Fredrick J. Soetaert Revocable Trust, dated November 5, 1988, and Linda M. Soetaert, Trustee of the Linda M. Soetaert Revocable Trust, dated November 5, 1988, as recorded by the Miami County Register of Deeds in Book 519 on Pages 618 and 619; thence Northwest along the North line of said tract to a point on the existing East right-of-way line of Webster Street, formerly known as U.S. Highway 169; thence Southeast along said Easterly right-of-way line to its intersection with the existing East right-of-way line of U.S. Highway 169; thence Northwest along said right-of-way line to the Point of Beginning.

Also, the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 15 South, Range 24 East, Johnson County, Kansas.

Also the Northeast $\frac{1}{4}$ of Section 12, Township 15 South, Range 23 East, Johnson County, Kansas.

Also, the Southeast $\frac{1}{4}$, and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of Section 1, Township 15 South, Range 23 East, Johnson County, Kansas.

Also, the Southwest $\frac{1}{4}$ of Section 36, Township 14 North, Range 23 East, Johnson County, Kansas.

Also, all that part of the Northwest $\frac{1}{4}$ of Section 7, Township 15 South, Range 24 East, Johnson County, Kansas, described as follows: Beginning at the Northwest corner of the Northwest corner of said Section 7; thence East along the North line of the Northwest $\frac{1}{4}$ of said Section 7, to a point 1,362.53 feet West of the Northeast corner of the Northwest $\frac{1}{4}$ of said Section 7; thence South, a distance of 556.73 feet; thence West, a distance of 125.01 feet; thence South, a distance of 773.39 feet; thence East, a distance of 278.22 feet to the Northeast corner of Lot 1, 203 Ridgeview Estates, a Subdivision in Johnson County, Kansas; thence South along the East line of said Lot 1 to the Northeast corner of Lot 2 of said Subdivision; thence West along the North line of said Lot 2, to a point on the West line of the Northwest $\frac{1}{4}$ of said Section 7; thence North along the West line of said Northwest $\frac{1}{4}$ to the Point of Beginning;

Also, all that part of Section 1, Township 15 South, Range 23 East, and Section 2, Township 15 South, Range 23 East, and Section 11, Township 15 South, Range 23 East, and Section 12, Township 15 South, Range 23 East, all in Johnson County, Kansas, described as follows: Beginning at the intersection of the South line of the North 100 acres of the Southeast $\frac{1}{4}$ of said Section 2 with the existing East right-of-way line of U.S. Highway 169; thence East along the South line of the North 100 acres of the Southeast $\frac{1}{4}$ of said Section 2, to the Southeast corner of the North 100 acres of the Southeast $\frac{1}{4}$ of said Section 2, said point also being on the West line of the Southwest $\frac{1}{4}$ of said Section 1; thence South along the West line of said Southwest $\frac{1}{4}$, to a point

960.00 feet North of the Southwest corner of the Southwest $\frac{1}{4}$ of said Section 1; thence East, a distance of 460.00 feet; thence South, a distance of 249.00 feet; thence East, a distance of 200.00 feet; thence South, a distance of 711.00 feet, to a point on the South line of the Southwest $\frac{1}{4}$ of said Section 1, said point also being on the North line of the Northwest $\frac{1}{4}$ of Section 12; thence West along the North line of the Northwest $\frac{1}{4}$ of said Section 12, to the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 12; thence South along the West line of the Northwest $\frac{1}{4}$ of said Section 12, a distance of 801.00 feet; thence East, a distance of 517.00 feet; thence South, a distance of 523.00 feet; thence West, a distance of 517.00 feet, to a point on the West line of said Northwest $\frac{1}{4}$; thence South along said West line to the Northwest corner of the South 5 acres of the Northwest $\frac{1}{4}$ of said Section 12; thence East along the North line of the South 5 acres of the Northwest $\frac{1}{4}$ of said Section 12 to the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 12; thence South along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 12 and along the West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 12 to the Southwest corner of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 12, said point also being on the North line of the Northwest $\frac{1}{4}$ of said Section 13; thence West along the North line of the Northwest $\frac{1}{4}$ of said Section 13, to the Northwest corner of said Section 13; thence West along the South line of Section 11, Township 15 South, Range 23 East, to the East right-of-way line of the Burlington Northern Santa Fe Railroad; thence North along said East right-of-way line to the North line of the Southeast $\frac{1}{4}$ of said Section 11; thence West along the North line of the Southeast $\frac{1}{4}$ of said Section 11, to the existing West right-of-way line of said railroad; thence North along said West right-of-way, a distance of 522.00 feet; thence West, a distance of 500.00 feet; thence South, a distance of 522.00 feet, to a point on the North line of the Southeast $\frac{1}{4}$ of said Section 11; thence West along the North line of the Southeast $\frac{1}{4}$ of said Section 11, to the Northwest corner of the Southeast $\frac{1}{4}$ of said

Section 11; thence South along the West line of the Southeast $\frac{1}{4}$ of said Section 11, to the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 11; thence West along the South line of the Southwest $\frac{1}{4}$ of said Section 11, to a point 210 feet West of the Southeast corner of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 11; thence North 284.41 feet; thence East and parallel to the South line of said Southwest $\frac{1}{4}$, 210 feet to the East line of the West $\frac{1}{2}$ of said Southwest $\frac{1}{4}$; thence North along the East line of the West $\frac{1}{2}$ of said Southwest $\frac{1}{4}$, to a point on the North line of the Southwest $\frac{1}{4}$ of said Section 11; thence West, a distance of 812.50 feet along the North line of the Southwest $\frac{1}{4}$ of said Section 11, said point being 536.00 feet East of the Northwest corner of the Southwest $\frac{1}{4}$ of said Section 11 and on the existing East right-of-way line of U.S. Highway 169; thence Northeasterly along said East right-of-way line, to a point 1,100.00 feet West of the East line of the Northwest $\frac{1}{4}$ of said Section 11; thence East, a distance of 1,100.00 feet and parallel to the South line of the Northwest $\frac{1}{4}$ of said Section 11, to a point on the East line of the Northwest $\frac{1}{4}$ of said Section 11, said point being 1,750.00 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of said Section 11; thence South along the East line of the Northwest $\frac{1}{4}$ of said Section 11, to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 11, said point also being the Southwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11; thence East along the South line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11, to a point 129.00 feet West of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11; thence North along a line 129.00 feet West of and parallel to the East line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11, to a point on the North line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11; thence West along said North line, to a point 178.10 feet East of the Northwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11; thence North, a distance of 631.18 feet to a point 182.53 feet East of the West line of the Southeast $\frac{1}{4}$ of said Section 2; thence West, a distance

of 182.53 feet and parallel to the South line of the Southeast ¼ of said Section 2, to a point on the West line of the Southeast ¼ of said Section 2; thence North along said West line to the Point of Beginning.

SECTION TWO: Filing and Certification of Resolution. The City Clerk, upon the passing of this resolution as required by law, shall forthwith file a certified copy of such resolution as passed with the County Clerk, the Register of Deeds, the Election Commissioner of Johnson and Miami County, Kansas, and the State Transportation Engineer, pursuant to K.S.A. 12-518.

SECTION THREE: Recision. Resolutions No. 506, 542, 545, 566, 586, 610, 624 and 11-27 are hereby rescinded.

SECTION FOUR: Take Effect. This resolution shall take effect and be in force from and after its passage and approval as provided by law.

ADOPTED by the Governing Body this 13th day of November, 2014.

APPROVED by the Mayor this 13th day of November, 2014

Steven M Ellis, Mayor

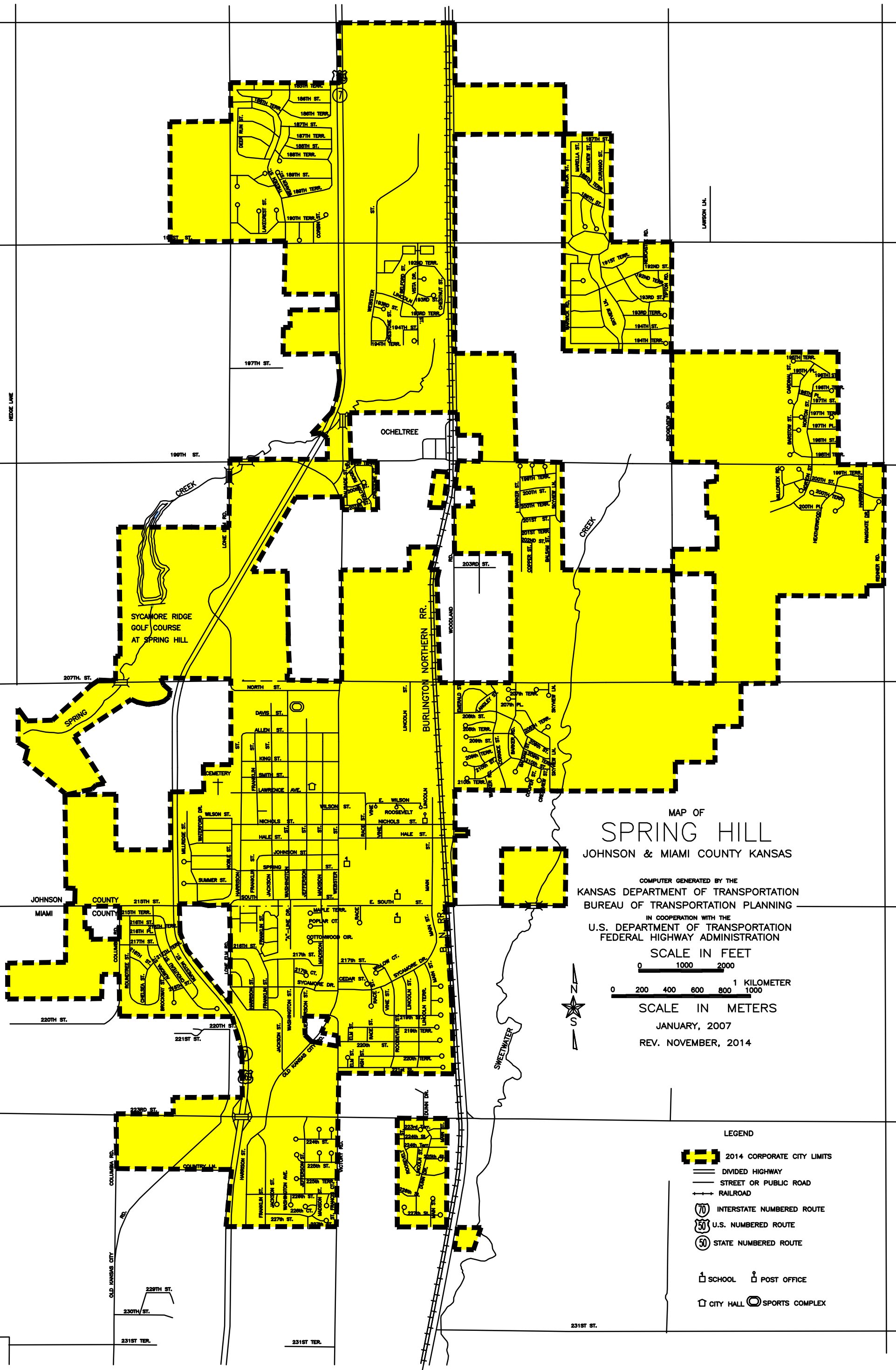
ATTEST:

(Seal)

Glenda Gerrity, City Clerk

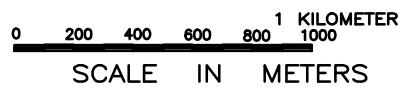
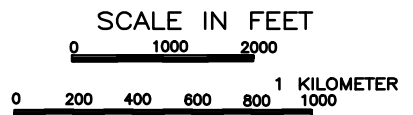
APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney



MAP OF
SPRING HILL
 JOHNSON & MIAMI COUNTY KANSAS

COMPUTER GENERATED BY THE
 KANSAS DEPARTMENT OF TRANSPORTATION
 BUREAU OF TRANSPORTATION PLANNING
 IN COOPERATION WITH THE
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION



JANUARY, 2007
 REV. NOVEMBER, 2014



LEGEND

- 2014 CORPORATE CITY LIMITS
- DIVIDED HIGHWAY
- STREET OR PUBLIC ROAD
- RAILROAD
- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- SCHOOL
- POST OFFICE
- CITY HALL
- SPORTS COMPLEX

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: RICHARD C. MANN, CHIEF OF POLICE
MEETING DATE: NOVEMBER 13TH, 2014
DATE: NOVEMBER 6TH, 2014

Formal Action: Ordinance #2014- 15 REPEALING SECTION 2-401.B OF THE SPRING HILL MUNICIPAL CODE RELATING TO PIT BULL DOGS WITHIN THE CITY OF SPRING HILL, KANSAS; AMENDING SECTION 2-402 OF THE SPRING HILL MUNICIPAL CODE RELATING TO PROHIBITING PIT BULL DOGS; AND FURTHER AMENDING SECTION 2-404 RELATING TO VIOLATIONS AND PENALTIES.

Issue: The proposed ordinance would incorporate changes to the animal control section of the city code involving prohibited animals within the city limits of Spring Hill.

Background: At a previous council meeting, the discussion of discriminating against a breed specific canine (pit bull terriers and bull terrier bloodlines) was discussed. The administration was advised to review other cities ordinances involving pit bulls and bull terrier mix.

Analysis: Through investigating the City of Topeka's ordinance it was found that Topeka allows Pit Bulls in their city. Their stance on this was that it was costing tax payers monies to enforce the ban on pit bulls, rather than allowing them and implementing a dangerous dog ordinance that covered all canines that can be classified as a dangerous dog by law enforcement officers or animal control officer or anyone having authority of an animal control officer.

In addition to the proposed changing of Spring Hill's current dog ordinance section 2-401 that ban pit bulls, the city has ordinances in place section 2-501 of Article 5 defining a "dangerous dog" and section 2-601 of Article 6 "dogs putting persons in fear" to address and manage these types of canines that fall under these ordinances.

Alternatives: Approval, denial, table issue for further review.

Legal Review: City Attorney Frank Jenkins has drafted the ordinance incorporating the changes noted above.

Funding Review or Budgetary Impact: N/A

Recommendation: Staff recommend adoption of Ordinance #2014-15 repealing section 2-401B, amending section 2-402, and amending section 2-404 of the Spring Hill Municipal Code.

Attachments: Ordinance draft, section 2-501 "dangerous dog" and 2-601 "dogs putting persons in fear"

ORDINANCE NO. 2014-15

AN ORDINANCE REPEALING SECTION 2-401.B OF THE SPRING HILL MUNICIPAL CODE RELATING TO PIT BULL DOGS WITHIN THE CITY OF SPRING HILL, KANSAS; AMENDING SECTION 2-402 OF THE SPRING HILL MUNICIPAL CODE RELATING TO PROHIBITING PIT BULL DOGS; AND FURTHER AMENDING SECTION 2-404 RELATING TO VIOLATIONS AND PENALTIES.

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

SECTION 1. REPEAL OF CHAPTER 2, ARTICLE 4, SECTION 401.B OF THE SPRING HILL MUNICIPAL CODE. Chapter 2, Article 4, Section 401.B of the Spring Hill Municipal Code relating to Pit Bull Dogs hereby repealed.

SECTION 2. AMENDMENT OF CHAPTER 2, ARTICLE 4, SECTION 402 OF THE SPRING HILL MUNICIPAL CODE. Chapter 2, Article 4, Section 402 of the Spring Hill Municipal Code is hereby amended to read as follows:

2-402. PROHIBITED ANIMALS-GENERALLY.

- (A) It is unlawful to keep, harbor, own or in any way possess within the corporate limits of the city:
 - (1) Any warm-blooded, carnivorous or omnivorous, wild or exotic animals, including, but not limited to, nonhuman primates, raccoons, skunks, foxes and wild and exotic cats, but excluding ferrets and small rodents of varieties used for laboratory purposes.
 - (2) Any fowl including chickens, turkeys, ducks, geese, guinea or other domestic fowl; excepting for the following:
 - (a) Fowl of varieties used for laboratory purposes.
 - (b) Fowl permitted by Section 17.336.A. of the Spring Hill Unified Zoning Ordinance within zoning districts AG or R-R.
 - (3) Any animal having poisonous bites.
- (B) Failure to Comply:
 - (1) Whenever law enforcement officers or animal control officers of the City or anyone having the authority of an animal control officer, has reasonable

grounds to believe that any animal is in violation of this section, the animal shall be subject to immediate seizure and impoundment.

- (2) A prominent written notice shall be left on or in the premises occupied by the animal advising that the animal has been removed under the authority of this section and impounded.
- (3) Upon a seizure and impoundment said animal shall be delivered to a place of confinement which may be with any organization which is authorized by law to accept, own, keep or harbor such animals.
- (4) If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, such person or persons authorized by the Chief of Police may render said animal immobile by means of tranquilizers or other safe drugs or if that is not safely possible, then said animal may be killed.
- (5) Any reasonable costs incurred by the Chief of Police in seizing, impounding and for confining any animal shall be charged against the owner, keeper, or harbored of such animal and shall be collected by the City. Such charges shall be in addition to any fine or penalty provided for in violating this ordinance.

SECTION 3. AMENDMENT OF CHAPTER 2, ARTICLE 4, SECTION 404 OF THE SPRING HILL MUNICIPAL CODE. Chapter 2, Article 4, Section 404 of the Spring Hill Municipal Code is hereby amended to read as follows:

2-404 VIOLATIONS AND PENALTIES.

- (A) Any person violating or permitting the violation of any provision of this ordinance shall, upon conviction in municipal court, be fined in a sum of not less than two hundred dollars (\$200) and not more than two thousand five hundred dollars (\$2,500). In addition to the fine imposed, the Court may sentence the defendant to imprisonment in the county jail for a period not to exceed one hundred seventy nine (179) days. In addition, the court shall have the authority to order the registration of any dog be revoked and the dog removed from the City. Should the defendant refuse to remove the dog from the City, the municipal court judge shall have the authority to hold the defendant owner in contempt and order the immediate confiscation and impoundment of the animal.
- (B) Each day that a violation of this ordinance continues shall be deemed as a separate offense. In addition to the foregoing penalties, any person who violates this

ordinance shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of the ordinance.

SECTION 4. 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 _____, 2014.

APPROVED BY THE MAYOR this ____ day of _____, 2014.

STEVEN ELLIS, MAYOR

Seal

ATTEST:

GLENDA GERRITY, CITY CLERK

APPROVED AS TO FORM:

FRANK H. JENKINS JR.

CHAPTER II. ANIMALS AND FOWL

- Article 1. Animals and Fowl Generally
 - Article 2. Dogs and Cats
 - Article 3. Animal Bite
 - Article 4. Inherently Dangerous or Destructive Animals
 - Article 5. Dangerous Dogs
 - Article 6. Dogs Putting Persons in Fear
 - Article 7. Animal Welfare
 - Article 8. Chapter Enforcement
-

ARTICLE 1. ANIMALS AND FOWL GENERALLY

2-101. SPECIAL ANIMAL PERMIT WITHIN CITY LIMITS.

- A. It shall be unlawful for any person to rear or keep any livestock including, but not limited to, cattle, sheep, goats and equine in the city.
- B. It shall be unlawful for any person to rear or keep any fowl including chickens, turkeys, ducks, geese, guinea or other domestic fowl in the city.
- C. It shall be unlawful for any person to rear or keep any swine in the city except for miniature Vietnamese potbelly pigs or similar miniature pigs which may be granted under the following conditions:
 - 1. It weighs less than 80 pounds;
 - 2. It is not used for breeding purposes;
 - 3. It is tested free of Pseudorabies;
 - 4. It is not for a food source;
 - 5. No household shall have more than one.
 - 6. It will not be allowed to make disturbing noises, including but not limited to, continued and repeated or untimely howling, barking, whining or other utterances causing unreasonable annoyance, disturbances or discomfort to neighbors and others in close proximity to the premises where the animals are kept, or otherwise be offensive or dangerous to the public health, safety or welfare by virtue of their behavior, type or manner of keeping;
 - 7. That the keeping of such animals will not cause fouling of the air by offensive odors and thereby create or cause unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animals are kept or harbored;
 - 8. A special animal permit needs to be kept current with city license applied and renewed annually; a new permit will need to be filed any time an animal is lost or replaced and the city notified when the permit is no longer needed.
- D. The City Clerk shall deny any permit where the applicant fails to show proof of the aforementioned requirements or upon investigation by the animal control division of the police department, reveals that in the opinion of the animal control division the applicant has failed to meet the requirements of this section. The animal control division shall submit a written report of its investigation stating the factual basis for its recommendation to grant or deny any application. The animal control division shall consider the comments of neighbors, past violations by applicant, the size, condition and location of the area where the animal will be kept, the size of the animal to be kept, past complaints concerning the applicant, or any other factors relative to the issue of keeping miniature Vietnamese potbelly pigs or similar miniature pigs.
- E. This section shall not apply to veterinary or animal hospitals operated by a doctor of veterinary medicine licensed in the State of Kansas.

(2009-03)

2-102. ANIMALS, KEEPING IN CITY.

A) It shall be unlawful for any person, firm, corporation or household to rear or keep more than two dogs at the same address in this city: Provided, that the City Clerk of this city may in his/her discretion grant permission to any person or persons to rear and keep a maximum number of three of the aforementioned animals. Factors to be considered in granting said permission shall include, but shall not be limited to:

- 1) That the animals will be kept or maintained at all times in a safe and sanitary manner.
- 2) Proximity of the said premises to adjacent properties;
- 3) Noise. That the animals will not make disturbing noises, including but not limited to, continued and repeated or untimely howling, barking, whining or other utterances causing reasonable annoyance, disturbance or discomfort to neighbors and others in close proximity to the premises where the animals are kept or harbored, or otherwise be offensive or dangerous to the public health, safety or welfare, by virtue of their behavior, type or manner of keeping.

That the keeping of such animals will not harm the surrounding neighborhood or disturb the peace and quiet of the surrounding neighborhood;

- 4) Odor. That the keeping of such animals will not cause fouling of the air by offensive odors and thereby create or cause unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animals are kept or harbored;
- 5) Condition of the premises being maintained so as not to be detrimental to the health, safety, or welfare of persons residing within the immediate vicinity.

B) The City Clerk shall deny any application where the applicant fails to show proof of the aforementioned requirements or an investigation by the animal control division of the police department, reveals that in the opinion of the animal control division the applicant has failed to meet the requirements of this section. The animal control division shall submit a written report of its investigation stating the factual basis for its recommendation to grant or deny any application. The animal control division shall consider the comments of neighbors, past violations by applicant, the size, condition and location of the area where the animals will be kept, the size of the animals to be kept, past complaints concerning the applicant, or any other factors relative to the issue of keeping additional animals.

C) The permission described in this section may be revoked by the City Clerk upon a showing that the animal's place of keeping constitutes a nuisance to the surrounding neighbors, that humane standards of care are not being met by the permittee, or that a violation of City zoning regulations has occurred, or that the permittee had provided false information in their application.

D) Appeal. Any person who is denied special permission to keep more than two dogs or who has his/her existing permission revoked may, within ten days thereafter, file a written notice or statement of appeal from said decision, ruling, action, or finding to the City Administrator.

(Ord. 2003-11)

2-103. RIDING FAST. Any person who shall be convicted of riding any horse, or other animal at a fast gait through or on any street or alley of this city so as to be likely to endanger the safety of any person, or any person who shall allow such animal to travel at a gait faster than an ordinary moderate trot in any street or alley, or who shall allow any animal to be ridden upon any sidewalk in this city shall be subject to the penalties set forth in Section 1-1101, and amendments thereto which is the General Penalty provision of the Spring Hill Municipal Code. (Ord. 2008-03)

2-104. DOMESTIC FOWL RUNNING AT LARGE. It shall be unlawful for any person, firm or corporation to allow chickens or other domestic fowl to run at large in the city. Any person convicted of violating this section shall be subject to the penalties set forth in Section 1-1101, and amendments thereto which is the General Penalty provision of the Spring Hill Municipal Code. (Ord. 2008-03)

ARTICLE 2. DOGS AND CATS

2-201. DEFINITIONS.

- a) POLICE OFFICERS shall include police officers animal control officers of the City and/or any other person, firm, partnership, or corporation designated by the Governing Body as an employee of said City or as an independent contractor for said City to perform and/or enforce the provisions of this ordinance and further providing that the Mayor of said City will also perform and enforce the provisions hereof.
- b) ANIMAL POUND- a place where dogs and cats are to be impounded, and such pound shall be at any place where designated by the Governing Body.
- c) HARBORERS OR OWNERS - See Section 2-209 herein.
- d) LICENSED VETERINARIAN - A veterinarian duly licensed to practice the profession by the State of Kansas and maintaining an office in the State of Kansas.
- e) DOGS AND CATS AT LARGE - See Section 2-211 herein.
- f) SPAYED AND NEUTERED DOGS OR CATS - See Section 2-207 herein.

(Ord. 95-03)

2-202. TAX ON OWNERS AND HARBORERS OF DOGS AND CATS.

- a) There shall be and there hereby is levied an annual tax upon the owner or harborer of each dog and cat of the age of six months or over reaching such age during the license year, within the corporate limits of the City of Spring Hill, Kansas. The amount of the annual tax shall be established by a resolution adopted by the Governing body of the City of Spring Hill, Kansas. (Ord. 2002-06)
- b) The tax herein levied shall cover the period from January 1 to December 31 of each year, and shall be due and payable on or before March 1 of each year; PROVIDED, that the tax for a dog or cat subject to this ordinance brought into the city on or after the first day of March shall be due and payable within thirty (30) days after the date the same is brought into the City.

2-203. FRACTIONAL YEAR LICENSE. There shall be no provision for proration of the annual license tax on any dog or cat as a result of fractional year of ownership and/or fractional year of residency within the corporate limits. (Ord. 96-21)

2-204. PENALTY ON OVERDUE TAX. If the tax imposed and required to be paid by Section 2-202 is not paid within the time required, an overdue tax is hereby required to be paid for each calendar month or part thereof during which the same remains unpaid and delinquent from and after March 1 of any year. The amount of the overdue tax shall be established by resolution adopted by the governing body of the City of Spring Hill, Kansas. (Ord. 96-21)

2-205. DOG AND CAT REGISTRATION; TAGS. The owner or harborer of any dog or cat shall cause the same to be listed or registered at with the City Clerk in a proper book or record provided for that purpose. The City Clerk shall, upon payment of the tax for such dog or cat, issue and deliver to the owner a suitable metal check or tag, bearing a number and stating the year for which issued. Such tag shall be securely affixed to the collar or harness of each dog or cat so registered in such manner that the same may at all times be easily visible to the police officers or animal control officer of the City. If such tag be lost, the City Clerk, upon request and satisfactory proof that the same has been lost, shall issue a duplicate tag upon the payment of the sum of Fifty Cents (50 cents). (Ord. 2008-03)

2-206. VACCINATION. No tag shall be issued until the owner or harborer shall furnish to the City Clerk a certificate signed by a registered veterinarian showing thereon that said dog or cat has been inoculated for rabies with either of the following:

- 1) Killed tissue vaccine (sometimes known as "one-year" vaccine) within the six (6) months previous to the date of the issuance of the tag.
- 2) With the modified live virus vaccine (sometimes known as "three-year" vaccine) within thirty (30) months previous to the date of the issuance of the tag.

(Ord. 2008-03)

2-207. SPAYED AND NEUTERED DOGS AND CATS. Before the City Clerk shall issue a tag showing the payment of any taxes for a spayed female dog or cat, or neutered male dog or cat, he shall require satisfactory evidence of such fact by the certificate of a licensed veterinarian or by a statement verified by affidavit; PROVIDED, that such evidence may be permanently filed or entered in the book of registration. (Ord. 2008-03)

2-208. CITY CLERK KEEPS RECORDS; ENUMERATION. The City Clerk shall keep a book or record in which he shall enter the names and addresses of the owners paying taxes for dogs and cats, the name, sex, if female whether spayed or not, if male, whether neutered or not, color, and description of the dog or cat, and such other information as may be deemed necessary; PROVIDED, that the Governing Body may require an annual enumeration during the month of February of each year, of all dogs and cats owned or harbored within the City, to be taken by some person appointed for the purpose. The enumeration shall account for the number, ownership, and sex of all dogs and cats owned or harbored and may be compared and corrected with the dog and cat assessment records of the city. (Ord. 2008-03)

2-209. THREE DAYS FOR OWNERSHIP. Any person owning, keeping, or harboring a dog or cat within the limits of the City for three consecutive days shall be deemed the owner thereof. (Ord. 2008-03)

2-210. ANNUAL NOTICE PUBLISHED & BROADCAST. Each year on or before the 15th day of February, it shall be the duty of the City Clerk to publish a notice of the requirements of this ordinance in the official city newspaper and on city website. Such notice may be published one or more times and shall notify owners or harborers of dogs or cats in the City that the annual dog or cat tax will be due and payable on or before March 1st following. Such other information as is pertinent may be included in said notice. (Ord. 2008-03)

2-211. DOGS AND CATS RUNNING AT LARGE; TIED. It shall be unlawful for the owner or person in charge of any dog or cat to permit any such dog or cat to run at large within the City of Spring Hill, Kansas; PROVIDED, that any dog or cat kept securely tied or kept within the owner's private premises, or led by a chain, strap, or rope by some person in charge of such dog or cat shall not be deemed to be running at large within the provisions of this ordinance. (Ord. 2008-03)

2-212. SECTION TWELVE: IMPOUNDING DOGS AND CATS AT LARGE; FEES, REDEEMING, DISPOSAL OR ADOPTION OF DOGS OR CATS.

(a) It shall be the duty of the police officers or animal control officers of the City to immediately take into custody and impound the dog or cat found running at large in the City contrary to this chapter. If taken into custody and impounded, the dog or cat shall be kept for three (3) days, and if claimed by any person, shall be delivered to such claimant upon satisfactory proof that he or she is the owner or is entitled to possession thereof and upon the payment of the following fees and charges:

- 1) Impoundment/Board Fee.
- 2) Pick-Up Charge. The owner shall reimburse the City for the pick-up charge incurred by the City for the services of the independent contractor designated to perform pick-up services.
- 3) Veterinary Fees.
- 4) Redemption Fee.

If any dog or cat shall be claimed, the owner shall in addition to the payment of the license and fees set forth in Section 2-212(a) (1), (2), and (3), pay a redeeming fee of \$20.00 for the first impoundment occurring in the immediately preceding twelve months; and a redeeming fee of Forty Dollars (\$40.00) for each impoundment thereafter occurring in the immediately preceding twelve (12) months.

For purposes of this section, the impoundment(s) occurring in the immediately preceding twelve months shall include impoundment(s) of all animals of the owner and shall not be limited to the impoundment(s) of a particular animal of the owner.

All payments shall be to the City Office; however, all funds received and receipted for shall be the responsibility of the City Clerk as provided by this ordinance. The City Clerk may issue duplicate tags upon payment of the actual cost thereof.

(b) If any dog or cat shall not be claimed within three (3) days of the impounding of such animal, such dog or cat may be disposed of by the City's contractor or the Chief of Police or a veterinarian in a humane manner and/or may be offered for adoption, provided that any dog or cat found at large and impounded which is carrying a metal tag for the current tax year may be returned to the registered owner of the animal if claimed upon payment of the redeeming fee and impounding fee as hereinbefore provided, and if not, the animal may be disposed of as herein provided.

(Ord. 2008-03) (Ord. 2013-05)

2-213. DEVICES OR METHODS OF CATCHING DOGS AND CATS. It shall be lawful for any officer or person designated to enforce the provisions of this ordinance to use any device, rope, net, or enticement now devised or hereafter devised or any other method to enforce such ordinance so long as such method is humane. (Ord. 2008-03)

2-214. ORDER TO MUZZLE. Whenever the Health Officer and/or the Mayor of the City of Spring Hill, Kansas shall deem it necessary for the protection and welfare of the inhabitants of the City, he shall issue an order requiring all dogs or cats or both kept within the City to be effectively muzzled for such length of time as may be specified in such order, so as to effectively prevent them from biting or injuring persons or animals, and such order shall be published in the official City paper or city website for such length of time as he may direct. (Ord. 2008-03)

2-215. NOISY DOGS AND CATS. It shall be unlawful for the owner of any dog or cat to carelessly, willfully, or maliciously permit such dog or cat to cause a disturbance of the peace or permit such dog to howl or bark and such cat to make noise so as to constitute a disturbance of the peace. (Ord. 2008-03)

2-216. ESTABLISHMENT OF ANIMAL POUND. There shall be and is hereby established a city designated

kennel, or any other place as may be designated by the Governing Body of said City for the purpose of impounding and keeping dogs, cats, and other animals collected by the City, its agents, and employees. (Ord. 2008-03)

2-217. BREAKING POUND. It shall be unlawful for any person other than a duly authorized officer to break open or attempt to break open the pound, or to take or let out any dog, cat, or other animal placed therein by an officer of this City, or take or attempt to take from an officer of this City, any dog, cat, or other animal taken up by him under the provisions of this ordinance, or in any manner interfere with or hinder any officer of this City in catching or taking up any dog, cat or other animal. (Ord. 2008-03)

2-218. TAX TO GENERAL FUND. All taxes, fees, charges, and penalties paid to the City of Spring Hill at the City Hall location under the provisions of this ordinance shall be paid over to the City Treasurer and by him/her credited to the general operating fund of said City. Provided, however, that all boarding fees, and any fees obtained from the disposal of said animals in accordance with the provisions of this ordinance and the order of the City of Spring Hill, Kansas, shall be retained in the event the City is operating under the provisions hereof providing for a contractor to provide the impounding facilities.

- a) All redemption fees collected by the City of Spring Hill shall be paid over to the City Treasurer and by him/her credited to the general operating fund of said City.
- b) During the period of time the City of Spring Hill, Kansas is designating an impounding facility, then in such event all fees collected from any source whether the same be for boarding fees, redemption fees, or fees for the disposal of said animals, shall then be paid over to the City Treasurer of said City and by him/her credited to the general operating fund of said City.

(Ord. 2008-03)

2-219. ENFORCEMENT OF ORDINANCE. It is made the duty of the police officers or animal control officers of the City to enforce the provisions of this ordinance, and the Governing Body of the City may appoint some suitable person as a collector of dogs, cats, and other animals, whose duties it shall be to assist in the enforcement of this ordinance, and that the Governing Body of said City may appoint such other persons or contractors as enforcing officers under the provisions of this ordinance. Such appointments shall be confirmed by the Governing Body. (Ord. 2008-03)

2-220. GENERAL PENALTY PROVISIONS. Violations of any of the provisions of this ordinance shall be subject to the general penalty provisions of Section 1-1101 and amendments thereto, of the Spring Hill Municipal Code. (Ord. 2008-03)

ARTICLE 3. ANIMAL BITE

2-301. ANIMAL BITE PROCEDURE - GENERALLY. Except as provided in Section 2-305, a dog, cat, other domestic animal and any other warm-blooded animal which bites, scratches, or otherwise injures a person shall immediately be quarantined at the owner's expense by city personnel with a veterinarian whose place of business is within Johnson or Miami County, Kansas of the owner's choice or with the city's impounding agent, if the impoundment occurs during regular office hours, for a period of not less than ten days nor more than twelve days. If the initial impoundment is not during regular office hours, the city personnel shall immediately impound such dog, cat, other domestic animal or warm-blooded animal with a city-authorized impounding agent at the owner's expense for a period of not less than ten days nor more than twelve days. In the event the original place of impoundment is not the choice of the owner, the owner may cause the animal's place of impoundment to be changed to a licensed veterinarian, whose place of business is located within Johnson or Miami County, Kansas, of the owner's choice provided all other provisions of this title are complied

with. The total period of confinement of the animal at the one or more locations is to be for a period of not less than ten days nor more than twelve days, from the date of the actual bite itself. Provided, however, that any animal which is not located, apprehended or picked up within the ten to twelve day period from the date of the bite, shall immediately upon apprehension, be taken to a qualified veterinarian for the purposes of testing or checking the animal for rabies or any other communicable diseases. Such tests or checks shall be made at the animal owner's expense. (Ord. 2008-03)

2-302. NOTICE OF IMPOUNDMENT OF BITING ANIMAL TO POLICE CHIEF AND CITY CLERK. In all cases of impoundment under this section, the veterinarian or city-authorized impounding agent with whom the dog, cat, other domestic animal or warm-blooded animal is impounded, shall give immediate written notice to the Chief of Police that such animal has been confined and will be confined not less than ten days nor more than twelve days. At the expiration of the aforesaid confinement period, the veterinarian or city impounding agency shall give immediate written notice to the City Clerk as to the health of such animal pertaining to the diagnosis of rabies. (Ord. 2008-03)

2-303. NOTIFICATION OF OWNER OF IMPOUNDED ANIMAL. If the address of the owner of the animal can be determined, the Chief of Police or animal control officer shall make reasonable effort to notify the owner that the animal is impounded under the provisions of Sections 2-301 through 2-305 and the owner has the right to redeem the animal at the expiration of confinement upon the payment of pound fees, any veterinarian fees and any license and penalty fees then due and owing the city. (Ord. 2008-03)

2-304. LIEN AGAINST ANIMAL IMPOUNDED - SALE OR DISPOSAL. The city shall have a lien against the animal for its keep and if, after the period of impoundment provided in Sections 2-301 through 2-305, the animal has not been redeemed by the owners, the city shall have the right to order disposal of the animal through sale to any private individual and apply the sale proceeds to the expense incurred in keeping the animal. If the animal is not redeemed or sold after the period of impoundment, it may be given away or humanely destroyed. (Ord. 2008-03)

2-305. ALTERNATIVES FOR CONFINED ANIMAL.

In the event the investigating officer determines:

- A. That the animal which injured the person did so while confined on a chain or leash on property under the control of the animal's owner or within a fence or building enclosing property under the control of the animal's owner;
- B. That the person injured was upon the property without the consent of the owner;
- C. That the animal had an effective rabies inoculation and was duly licensed under this title at the time of the injury, then, the animal need not be impounded in accordance with Section 2-301 but the following alternative procedure shall be followed:
 - 1. If the injured person, his parent, or guardian desires that the animal be impounded and agrees in writing to pay for its board during the period of impoundment, it shall be so impounded for the period specified in Section 2-301 notwithstanding any other provision of this title,
 - 2. If the injured party, his parent, or guardian is unwilling to agree in writing to pay for the animal's board during the period of impoundment, the animal shall be permitted to remain on the property of its owner or keeper; provided no animal shall be allowed to remain on the property of its owner or keeper under this section unless such person signs a written agreement to keep the period specified in Section 2-301 and further agrees to allow the animal to be examined periodically to determine its physical condition during the confinement period. If the owner or keeper is unwilling to sign such agreement, the animal shall be immediately impounded in accordance with Section 2-301.

(Ord. 2008-03)

2-306. DESTRUCTION OF CERTAIN ANIMALS. Law enforcement officers or animal control officers of the City or anyone having the authority of an animal control officer, may kill any dog, cat, domestic animal or warm-blooded animal without notice to the owner thereof whether it bears the tag herein provided for or not, if such dog, cat, domestic animal or warm-blooded animal is deemed by said officer to be a vicious animal, or injured severely with no apparent chance of survival, or in such pain as to warrant humane destruction. The remains of any such animal so destroyed shall be preserved by such officers to permit a test to be conducted for rabies. (Ord. 2008-03)

2-307. ENFORCEMENT. It is made the duty of the animal control officer, or anyone having the authority of animal control officer, including but not limited to law enforcement officers, to enforce the terms and provisions of this title, and the city administrator or the police chief may appoint by and with the consent of the governing body some suitable person to be known as an animal control officer, whose duties it shall be to assist in the enforcement of this title and to work under the immediate supervision and direction of the police department. Anyone having the authority of an animal control officer is given the authority to seize any animal found outside the city limits when he has reasonable grounds to believe the animal committed any act within the city which is prohibited by the provisions of this title or which subjects the animal to seizure if found within the city. Any private person may, upon signed complaint, bring charges against any owner of a dog, cat, other domestic, and any other warm-blooded animal for the violation of any of the provisions of this title. (Ord. 2008-03)

2-308. GENERAL PENALTY PROVISIONS. Violations of any of the provisions of this ordinance shall be subject to the general penalty provisions of Section 1-1101 and amendments thereto, of the Spring Hill Municipal Code. (Ord. 2008-03)

ARTICLE 4. INHERENTLY DANGEROUS OR DESTRUCTIVE ANIMALS

2-401. LEGISLATIVE FINDINGS.

The Governing Body of the City of Spring Hill finds and determines:

- A. Warm blooded, carnivorous or omnivorous, wild or exotic animals; and poisonous animals.
 - 1. That said animals are inherently dangerous or destructive.
 - 2. That the possession of said animals with the city pose a significant threat to the public's health, safety and welfare.

- B. Pit Bull Dog.
 - 1. That as a breed of dogs, all pit bulls are inherently dangerous.
 - 2. That the possession of pit bulls within the City poses a significant threat to the public's health, safety and welfare.
 - 3. That numerous instances of attacks by pit bulls have occurred against members of this community and attacks by pit bulls in surrounding communities have resulted in serious injuries.
 - 4. That protective measures by pit bull owners are inadequate to protect the public from attacks by these animals.

(Ord. 2008-03)

2-402. PROHIBITED ANIMALS - GENERALLY.

It is unlawful to keep, harbor, own or in any way possess within the corporate limits of the city:

- A. Any warm-blooded, carnivorous or omnivorous, wild or exotic animal, including, but not limited to, nonhuman primates, raccoons, skunks, foxes and wild and exotic cats, but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes;
- B. Any animal having poisonous bites;
- C. Any pit bull dog.
 - 1) "Pit bull dog" means:
 - a. The bull terrier breed of dog;
 - b. The Staffordshire bull terrier breed of dog;
 - c. The American pit bull terrier breed of dog;
 - d. The American Staffordshire terrier breed of dog;
 - e. Dogs of mixed breed or of other breeds than above-listed which breed or mixed breed is known as pit bulls, pit bull dogs or pit bull terriers;
 - f. Any dog which has the appearance and characteristics of being predominantly of the breeds of Bull terrier, Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier; any other breed commonly known as pit bulls, pit bull dogs or pit bull terriers; or a combination of any of these breeds.
 - 2) Failure to Comply.
 - a. Whenever law enforcement officers or animal control officers of the City or anyone having the authority of an animal control officer, has reasonable grounds to believe that any dog is in violation of this Section, the dog shall be subject to immediate seizure and impoundment.
 - b. A prominent written notice shall be left on or in the premises occupied by the dog advising that the animal has been removed under the authority of this section and impounded.
 - c. Upon a seizure and impoundment said animal shall be delivered to a place of confinement which may be with any organization which is authorized by law to accept, own, keep or harbor such animals.
 - d. If, during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, such person or persons authorized by the Chief of Police may render said animal immobile by means of tranquilizers or other safe drugs or if that is not safely possible, then said animal may be killed.
 - e. Any reasonable costs incurred by the Chief of Police in seizing, impounding and for confining any pit bull, shall be charged against the owner, keeper, or harbinger of such animal and shall be collected by the City of Spring Hill. Such charges shall be in addition to any fine or penalty provided for violating this ordinance.

(Ord. 2008-03)

2-404. VIOLATIONS AND PENALTIES.

- 1. Any person violating or permitting the violation of any provision of this ordinance shall, upon conviction in municipal court be fined in the sum of not less than two hundred dollars and not more than two thousand five hundred dollars (\$2,500). In addition to the fine imposed, the court may sentence the defendant to imprisonment in the county jail for a period not to exceed one hundred seventy nine (179) days. In addition, the court shall order the registration of the subject pit bull be revoked and the dog removed from the city. Should the defendant refuse to remove the dog from the city, the municipal court judge shall have the authority to hold the defendant owner in contempt and order the immediate confiscation and impoundment of the animal. (Ord. 2008-03)

2. Each day that a violation of this chapter continues shall be deemed a separate offense. In addition to the foregoing penalties, any person who violates this section shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this section. (Ord. 2008-03)

ARTICLE 5. DANGEROUS DOGS

2-501. DANGEROUS DOGS.

- 1) Other than when using a dog as a guard dog or when as a police officer using a dog for law enforcement, no person shall own, keep, harbor or allow to be upon any premises occupied by him or under his charge or control any dog of a cross, dangerous or ferocious disposition, which categories shall by definition include but not be limited to any dog which has bitten one or more persons within the prior twelve (12) months, without such dog being kept in compliance with the following restrictions:
 - A) Leash and Muzzle. No person shall permit the dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet in length. No person shall permit the dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. The dog may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, the dog on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
 - B) Confinement. The dog shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine the dog must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet. All structures erected to house the dog must comply with all zoning and building regulations of the city. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
 - C) Confinement Indoors. No such dog may be kept on a porch, patio, or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.
 - D) Signs. The owner, keeper, or harbinger of the said dog within the city shall display in a prominent place on their premises a sign easily readable by the public, using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such dog.
 - E) Insurance. The owner, keeper or harbinger of the said dog must provide proof to the city clerk of public liability insurance in a single incident amount of \$50,000 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such dog. Such insurance policy shall provide that no cancellation of the policy will be made unless ten days' written notice is first given to the city clerk.
 - F) Identification Photographs. The owner, keeper or harbinger of the dog must provide to the City Clerk two color photographs of two different poses of the dog clearly showing the color and approximate size of the dog.
 - G) Reporting Requirements. The owner, keeper or harbinger of the dog must within ten days of the

incident report the following information in writing to the City Clerk, as required in this subsection:

- 1) The removal from the city or death of the dog;
- 2) The New address of the dog owner, should the owner move within the corporate city limits.

H) Failure to Comply.

- 1) It is unlawful for the owner, keeper or harbinger of the dog to fail to comply with the requirements and conditions set forth in the section. Failure to comply will result in the revocation of the license of such animal, resulting in the immediate removal of the animal from the city.
- 2) Whenever law enforcement officers or animal control officers of the City or anyone having the authority of an animal control officer, has reasonable grounds to believe that any dog is in violation of this Section, the dog shall be subject to immediate seizure and impoundment.
- 3) A prominent written notice shall be left on or in the premises occupied by the dog advising that the animal has been removed under the authority of this section and impounded.
- 4) Upon a seizure and impoundment said animal shall be delivered to a place of confinement which may be with any organization which is authorized by law to accept, own, keep or harbor such animals.
- 5) If, during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, such person or persons authorized by the Chief of Police may render said animal immobile by means of tranquilizers or other safe drugs or if that is not safely possible, then said animal may be killed.
- 6) Any reasonable costs incurred by the Chief of Police in seizing, impounding and for confining any dangerous dog shall be charged against the owner, keeper, or harbinger of such animal and shall be collected by the city attorney. Such charges shall be in addition to any fine or penalty provided for violating this ordinance.

2) Guard Dog.

- A) Any guard dog used in the city must be effectively physically restrained to the premises guarded; must be controllable by its keeper; and must not be used in a manner which, as determined by a police officer, endangers individuals not on the premises guarded. Any person operating a guard dog service in the city shall register such business with the City Clerk and shall list all premises to be guarded with the supervisor of animal control before such services begin.
- B) For purposes of this section "guard dog" is defined as a dog not owned by a governmental unit which dog is used to guard private commercial property or public property.

3) Dangerous Dogs--Killing permitted when.

The police officers of the city may kill any dog without notice to the owner, keeper or harbinger thereof, if such animal is suspected of being rabid whether it bears the tag provided for or not. The police officer or humane officer may kill any animal without notice to the owner, keeper or harbinger if such animal is deemed by the officer as a dangerous animal putting persons or property in immediate and reasonable danger.

(Ord.2008-03)

2-502. VIOLATIONS AND PENALTIES.

- a) Any person violating or permitting the violation of any provision of this article shall, upon conviction in municipal court, be fined in a sum of not less than \$200.00 and not more than \$1,000.00. In addition to the fine imposed, the court may sentence the defendant to

imprisonment in the county jail for a period not to exceeding thirty (30) days.

- b) Each day that a violation of this article continues shall be deemed a separate offense in addition to the foregoing penalties, any person who violates this article shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this article.

(Ord. 2008-03)

ARTICLE 6. DOGS PUTTING PERSONS IN FEAR

2-601. DOGS PUTTING PERSONS IN FEAR. No person shall own, keep or harbor any dog which by jumping upon or threatening any person upon any public property, street or sidewalk shall cause such person to be put in fear of injury. This section shall apply to any dog running at large and to any dog while being walked on a leash and the unprovoked attack by a dog on a leash upon any person shall constitute an assault or battery by the person holding the leash and failing to prevent unprovoked attack by such dog. (Ord.2008-03)

2-602. VIOLATIONS AND PENALTIES.

- a) Any person violating or permitting the violation of any provision of this ordinance shall, upon conviction in municipal court be fined in the sum of not less than two hundred dollars and not more than two thousand five hundred dollars (\$2,500). In addition to the fine imposed, the court may sentence the defendant to imprisonment in the county jail for a period not to exceed one hundred seventy nine (179) days. (Ord. 2008-03)
- b) Each day that a violation of this chapter continues shall be deemed a separate offense in addition to the foregoing penalties, any person who violates this section shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this section. (Ord. 2008-03)

(Ord. 2008-03)

ARTICLE 7- ANIMAL WELFARE

2-701. DEFINITIONS.

Whenever in this Article the following terms are used, each shall have the meaning respectively ascribed in this section:

- a) "Adequate care" is normal and prudent attention to the needs of an animal, including that care which is normally necessary to maintain good health in a specific species of animal;
- b) "Adequate food" is wholesome foodstuffs suitable for the species provided at suitable intervals in a sanitary manner in quantities sufficient to maintain good health in an animal considering its age and condition;
- c) "Adequate health care" is the provision to each healthy animal of all immunizations and preventive care required to maintain good health; space adequate to allow the animal rest and exercise sufficient to maintain good health; and the provision to each sick, diseased or injured animal of necessary veterinary care or humane death;

- d) "Adequate shelter" is a structurally sound, properly ventilated, sanitary and weatherproof shelter suitable for the species, conditions and age of the animal which provides access to shade from direct sunlight and regress from exposure to inclement weather condition;
- e) "Adequate water" is a continual access to or access at suitable intervals to a supply of clean, fresh, potable water provided in a sanitary manner suitable for the species, condition and age of the animal in sufficient amounts to maintain good health in the animal.
- f) "Commercial Animal Establishment" is any pet shop, grooming shop, boarding kennel, animal exhibit, auction, riding school, stable carriage horse service, cattery, kennel, sentry or guard dog service, animal trainer, business keeping animals in stock for retail or wholesale trade or sale, or any establishment providing one or more of the principal activities of the aforementioned establishment.
- g) "Owner, keeper or harborer" is any person who feeds, cares for, shelters or professes or exhibits ownership of an animal.

(Ord. 2008-03)

2-702. CRUELTY TO ANIMALS.

"Cruelty to animals" is:

- a) Intentionally killing, injuring, maiming, torturing, mutilating, beating, or overworking any animal; this includes, but is not limited to, administering any poisonous substance with the intent that the same shall be taken or swallowed by any animal;
- b) Acting or failing to act when the act or failure to act causes or permits pain or suffering to such animal;
- c) Abandoning or leaving any animal in any place or releasing or dumping an animal from a vehicle without making provisions for its proper care; in addition, "abandon" means for the owner or keeper to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than 12 hours without providing adequate food and shelter for the duration of the absence; or to turn out or release an animal for the purpose of causing it to be impounded;
- d) Failing to provide adequate care, adequate food, adequate health care, adequate shelter, or adequate water; or
- e) Failing to provide veterinary care when needed to treat injury or illness unless the animal is promptly destroyed in a humane manner.

The provisions of this section shall not apply to:

- a) Normal or accepted veterinary practices;
- b) Bona fide experiments carried on by recognized research facilities;
- c) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated or as otherwise permitted in Chapter II;
- d) Rodeo practices accepted by the Rodeo Cowboys' Association.
- e) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a City or the owner thereof within a City if no animal shelter, pound or

licensed veterinarian is within the City, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of any incorporated humane society, the operator of an animal shelter or pound, public health officer or licensed veterinarian seven business days following the receipt of any such animal at such society, shelter or pound;

- f) With respect to farm animals, normal or accepted practices of animal husbandry;
- g) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing an immediate threat to any person, farm or domestic animal or property; or
- h) An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

(Ord. 2008-03)

2-703. SEIZURE AND DISPOSITION OF ANIMALS.

- A. Any animal control officer, law enforcement officer or licensed veterinarian may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined herein and when failure to do so would result in further injury or pain and suffering to the animal. Such officer or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if it appears, as determined by an officer of such humane society or by such veterinarian, that the animal is diseased or disabled beyond recovery for any use purpose, for humane killing.
- B. If a person is adjudicated guilty of the crime of cruelty to animals, as defined herein and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(Ord. 2008-03)

2-704. ABUSE AND NEGLECT OF ANIMALS.

- A. No owner, keeper or harbinger of an animal shall fail to provide the animal with adequate care, adequate food, adequate water, adequate health care, and adequate shelter. Such shelter should be clean, dry and compatible with the condition, age and species. An animal must also have the opportunity for adequate daily exercise. This requires that an owner must offer some freedom from continuous chaining, stabling and tethering. All restraints placed on an animal must be such that it prevents the animal from being tangled or injured by the restraint. The area where animals are kept must be kept free from unsanitary conditions and vermin-harboring debris.
- B. No person shall offer to give a live animal as a prize or as a business inducement or any other form of gratuity.

(Ord. 2008-03)

2-705. INJURY TO A DOMESTIC ANIMAL.

“Injury to a domestic animal” is willfully and maliciously:

- a) Administering any poison to any domestic animal;
- b) Exposing any poisonous substance with the intent that the same shall be taken or swallowed by any domestic animal; or
- c) Killing, maiming, or wounding any domestic animal.

This section shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes, or other predatory animals, nor shall it apply to any licensed veterinarian who administers any such substance in the practice of veterinary medicine in accordance with the standards of the veterinarian profession.

(Ord. 2008-03)

2-706. RESCUE OF ANIMALS FROM VEHICLES.

Whenever any animal is found confined in a motor vehicle in a public place under weather conditions that endanger its life as determined by a law enforcement officer or animal control officer, such is a violation of this section and the law enforcement officer or animal control officer is hereby authorized to enter such vehicle and rescue such animal and thereafter impound it. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and impounded.

(Ord. 2008-03)

2-707. COMMERCIAL ANIMAL ESTABLISHMENTS.

Standards: Any person operating a commercial animal establishment shall keep and maintain the animals, and all structures, pens, or yards, tanks, ponds, or other holding areas in which the animals are kept, in such a manner as to prevent a nuisance or health hazard to humans and to avoid injury and illness to these animals. All holding areas must be properly sanitized so as to keep the animals enclosed therein free of diseases. All such animals shall be provided with a constant supply of wholesome food and water or in lieu of this, the proprietor shall prominently and publicly post and shall follow a schedule for adequate feeding and watering. A schedule shall also be posted for cleaning and maintaining cages and other holding areas at the facility. Any animal that is infected or diseased with an infectious agent shall be immediately isolated in such a manner as to prevent spread of disease to any other health animals, and it shall be treated immediately to prevent further condition of deterioration or euthanized, and if the owner or keeper fails or refuses to provide for such, the supervisor of animal control may remove each such animal to the animal shelter for disposition. All commercial animal establishments must permit inspection of their records, premises and the animals harbored therein by animal control officers of the City, law enforcement officers, and City officials.

(Ord. 2008-03)

2-708. UNLAWFUL TRAPPING.

“Unlawful trapping” is the utilization, except for display or exhibition purposes, of any trap, net, snare or other trapping device which does not painlessly capture or immediately kill its victim; or the utilization of any trap of the type commonly known as steel jaw, leg hold traps. (Ord. 2008-03)

2-709. UNLAWFUL TRADING IN ANIMALS.

- 1) The sale or giving away of chickens or ducklings younger than eight weeks of age in quantities of less than 25 to a single purchaser; or
- 2) The giving away of any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter any contest, game, or other competitions; or as an inducement to enter a place of amusement or business; or other such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(Ord. 2008-03)

2-710. VIOLATIONS AND PENALTIES.

- 1) Any person violating or permitting the violation of any provision of this Article 7 shall, upon conviction in municipal court be fined in the sum of not less than two hundred dollars and not more than two thousand five hundred dollars (\$2,500). In addition to the fine imposed, the Court may sentence the defendant to imprisonment in the county jail for a period not to exceed one hundred seventy nine (179) days.
- 2) Each day that a violation of this chapter continues shall be deemed a separate offense. In addition to the foregoing penalties, any person who violates this Article 7 shall pay all expenses, including shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this Article 7.

(Ord. 2008-03)

ARTICLE 8. CHAPTER ENFORCEMENT

2-801. CHAPTER ENFORCEMENT.

The City animal control officer or any police officer is authorized to enter upon public and private property for the purpose of enforcing this chapter. No person shall conceal any animal or otherwise interfere with the proper enforcement of this chapter.

That this Ordinance shall be construed as follows:

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

(Ord. 2008-03)

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: NOVEMBER 13, 2014
DATE: NOVEMBER 6, 2014

Consent / Formal Action / Discussion Item: Formal

Issue: Ordinance approving and authorizing the execution of certain documents by the City of Spring Hill, Kansas, in connection with a lease purchase transaction for the acquisition of vehicles and equipment.

Background: Resolutions authorizing reimbursement for the following vehicles and equipment were approved over the course of this year:

Vehicle: Public Safety Vehicle
Purchase Price: \$40,000

Vehicle: Two (2) Ford F-350 pickups with (1) crane package and (2) snowplow packages.
Purchase Price: \$85,000

Vehicle: 2015 International 7300 dump truck with snowplow package.
Purchase Price: \$120,000

Equipment: Phone system for City-wide business
Purchase Price: \$25,000

Equipment: Generator to power the Civic Center
Purchase Price: \$75,000

Equipment: Two (2) Mowers with 61" decks, seeder and aerator
Purchase Price: \$12,500 each

Analysis: Upon the distribution of the RFP, the City received four bids for the lease purchase. Banks responding were US Bancorp, Great Southern Bank, First Option Bank and State Bank of Spring Hill. A bid tab was prepared by Springsted which indicates that First Option Bank provided the winning bid.

Kutak Rock will prepared the lease and base lease which are documents required in a lease transaction.

Alternatives:

1. Approve Ordinance approving and authorizing the execution of certain documents by the City of Spring Hill, Kansas, in connection with a lease purchase transaction for the acquisition of vehicles and equipment.
2. Deny Ordinance approving and authorizing the execution of certain documents by the City of Spring Hill, Kansas, in connection with a lease purchase transaction for the acquisition of vehicles and equipment.
3. Table Ordinance approving and authorizing the execution of certain documents by the City of Spring Hill, Kansas, in connection with a lease purchase transaction for the acquisition of vehicles and equipment.

AGENDA ITEM REVIEW SHEET

Legal Review: The Ordinance, Base Lease and Lease Purchase documents were drafted by Kutak Rock, the City's bond counsel. City Attorney, Frank Jenkins, has received the documents for review.

Funding Review or Budgetary Impact: Principal and interest payments will be paid from the corresponding budgeted funds.

Recommendation: Approve Ordinance approving and authorizing the execution of certain documents by the City of Spring Hill, Kansas, in connection with a lease purchase transaction for the acquisition of vehicles and equipment.

Attachments:

1. Ordinance 2014-16
2. Lease (forthcoming)
3. Base Lease (forthcoming)

ORDINANCE NO. 2014-16

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS BY THE CITY OF SPRING HILL, KANSAS, IN CONNECTION WITH A LEASE PURCHASE TRANSACTION FOR THE ACQUISITION OF VEHICLES AND EQUIPMENT.

WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the state of Kansas and K.S.A. 12-101, cities are authorized to enter into lease purchase agreements provided such agreements comply with the provisions of K.S.A. 10-1116b and 10-1116c; and

WHEREAS, the Governing Body of the city of Spring Hill, Kansas (the "City"), has determined it necessary and desirable to enter into certain lease purchase documents as described in this Ordinance to pay the cost of acquiring vehicles and equipment for use by the City consisting of two mowers, one public safety vehicle, two Ford F-350 pickups, one 2015 International 7300 dump truck, a phone system for City-wide business, and a generator to power the City's Civic Center (collectively, such vehicles and equipment are referred to as the "Project"); and

WHEREAS, it has been determined to be in the best interest of the City for the City to enter into a Base Lease with First Option Bank, Spring Hill, Kansas (the "Bank"), whereby the City leases the Project to the Bank in consideration for a lump sum rental payment of \$370,000; and

WHEREAS, it has been determined to be in the best interest of the City for the City to enter into a Lease Purchase Agreement with the Bank (the "Agreement"), whereby the Bank leases the Project back to the City in consideration of certain rental payments (the "Rental Payments") which Rental Payments shall be subject to annual appropriation by the City and shall not constitute a general obligation or debt of the City;

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

Section 1. The Base Lease and the Agreement, substantially in the forms presented to the City this date, are authorized and approved with such additions, revisions and corrections as may be approved by the Mayor, such approval to be conclusively evidenced by his execution of such document on behalf of the City.

Section 2. The Mayor and City Clerk are authorized to execute the Base Lease and the Agreement on behalf of the City and to execute such ancillary certificates and documents necessary to accomplish the purposes set forth in this Ordinance and in such documents.

Section 3. The City designates the Rental Payments made pursuant to the Agreement as "qualified tax-exempt obligations" as such term is defined in Section 265(b)(3) of the Code.

Section 4. The City covenants and agrees that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the Rental Payments under the Agreement under

Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City covenants and agrees that it will use the rent received under the Base Lease as soon as practicable and with all reasonable dispatch for the purpose for which such payments are intended as hereinbefore set forth, and that it will not directly or indirectly use or permit the use of any rent under the Base Lease or any other funds of the City, or take or omit to take any action that would cause the Rental Payments under the Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

Section 5. This Ordinance shall be in full force and effect from and after its adoption by the Governing Body and publication once in the official City newspaper.

PASSED by the Governing Body of the city of Spring Hill, Kansas on November 13, 2014.

Mayor

(Seal)

ATTEST:

City Clerk

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: NOVEMBER 13, 2014
DATE: NOVEMBER 7, 2014

Consent / Formal Action / Discussion Item: Formal

Issue: Resolution 2014-R-16 authorizing issuance and delivery of general obligation temporary notes, 2014A

Analysis: The 2014A General Obligation Temporary Notes to be sold on November 13, 2014 include two projects: 1) Wolf Creek benefit district; 2) Wilson Street, Phase 3. The resolution to be considered will authorize the sale of those general obligation temporary notes.

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

Funding Review or Budgetary Impact: The proposed sale includes the following issue:

- Series 2014A - \$640,000 principal in general obligation temporary notes which includes \$475,000 for Wolf Creek sewer benefit district (100% district paid) and \$165,000 for Wilson Street, Phase 3 project (100% general obligation).

Recommended Motion: Approve Resolution 2014-R-16 authorizing the issuance and delivery of \$640,000 principal amount of general obligation temporary notes, Series 2014A, of the City of Spring Hill, Kansas, for the purpose of temporarily financing the cost of certain internal improvement of the City.

Attachments:

Resolution 2014-R-16

RESOLUTION NO. 2014-R-16

A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF \$640,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2014A, OF THE CITY OF SPRING HILL, KANSAS, FOR THE PURPOSE OF TEMPORARILY FINANCING THE COST OF CERTAIN INTERNAL IMPROVEMENTS OF THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and K.S.A. 12-631r and 12-631s, all as amended, and all other provisions of the laws of the state of Kansas (the “State”), by proceedings and other actions legally taken, the City of Spring Hill, Kansas (the “City”) is proceeding with constructing certain storm drainage, sewer and related improvements (the “Improvements”) at an estimated cost of \$640,000, including costs of issuing notes; and

WHEREAS, it is necessary and desirable to pay such costs through the issuance of general obligation notes of the City; and

WHEREAS, the cost of the Improvements is authorized to be paid in whole or in part by the issuance of general obligation notes of the City in the manner provided by law; and

WHEREAS, it is necessary for the City to provide interim financing for the Improvements until the construction is completed and general obligation bonds can be issued to permanently finance the cost of the Improvements;

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

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms.

“**Act**” means the Constitution and statutes of the State including, but not limited to, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-631r and 12-631s, and K.S.A. 10-123, all as amended and supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, which may include interest during construction, if applicable, which has been authorized to be paid by the City by an ordinance or resolution of the City including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (1) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (2) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

“Authorized Denominations” means the denomination of \$5,000 or any integral multiple thereof.

“Authorized Investments” means those investments permitted by K.S.A. 10-131, as amended from time to time, or as otherwise permitted under the laws of the State.

“Beneficial Owner” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Counsel” means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“Cede & Co.” shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“City” means the city of Spring Hill, Kansas.

“City Clerk” means the appointed City Clerk or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated under the Code of the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Notes, including, but not limited to, all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the financial advisor and all fees of the Attorney General of the State, and any fees in connection with receiving municipal bond insurance or ratings on the Notes.

“Improvement Fund” means the Improvement Fund for the city of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2014A, created by this Resolution.

“Improvements” means the improvements referred to in the recitals to this Resolution and any Substitute Improvements.

“Interest Payment Dates” means February 1 and August 1 of each year, commencing August 1, 2015, and ending on the maturity date of the Notes, or such other time as the Notes are paid or provision for the payment is made.

“Mayor” means the elected Mayor of the City or, in the Mayor’s absence, the acting Mayor of the City.

“**Note Registrar**” means the Treasurer of the State, Topeka, Kansas, and its successors and assigns.

“**Notes**” means the General Obligation Temporary Notes, Series 2014A, authorized by the Resolution in the aggregate principal amount of \$640,000, and dated December 9, 2014.

“**Official Statement**” means the final official statement prepared by the City or its representatives in connection with the sale of the Notes and delivered to the Original Purchaser within seven business days after the sale of the Notes. The Official Statement includes the information in the Preliminary Official Statement, as supplemented or amended.

“**Original Purchaser**” means the original purchaser of the Notes described on Exhibit B to this Resolution.

“**Outstanding**” means all Notes issued, authenticated and delivered prior to a particular date under the provisions of this Resolution, except:

A. Notes canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

B. Notes for the payment or redemption of which monies or investments have been deposited in accordance with this Resolution; and

C. Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“**Owner**” when used with respect to any Note means the person in whose name the Note is registered on the registration books of the City as maintained by the Note Registrar.

“**Participants**” shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“**Paying Agent**” means the Treasurer of the State, Topeka, Kansas, and any successors and assigns.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

“**Preliminary Official Statement**” means the Preliminary Official Statement which is on file with the City Clerk, was prepared by the City and its advisors in connection with the sale of the Notes and distributed to potential purchasers of the Notes before the Official Statement was made available.

“**Principal and Interest Account**” means the Principal and Interest Account for the city of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2014A, created within the City’s Bond and Interest Fund.

“**Principal Payment Date**” means August 1, 2016, or until such time as the aggregate principal amount of the Notes has been paid or provision is made for payment.

“**Purchase Price**” means the purchase price for the Notes described on Exhibit B to this Resolution.

“**Record Dates**” means the fifteenth day of each month preceding the Interest Payment Dates of each year the Notes are Outstanding.

“**Replacement Notes**” shall mean Notes issued to the Beneficial Owners of the Notes in accordance with Section 204 of this Resolution.

“**Resolution**” means this Resolution authorizing the issuance of the Notes.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successor and assigns.

“**State**” means the state of Kansas.

“**Substitute Improvement**” means any improvement or addition in the City which has been authorized by a resolution or ordinance of the City in accordance with Section 504 of this Resolution to be in place of or in addition to the Improvements set forth in the recitals to this Resolution.

ARTICLE II AUTHORIZATION OF THE NOTES

Section 201. Authorization of and Security for the Notes. The Notes are authorized and directed to be issued pursuant to the Resolution for the purpose of providing funds to pay the Authorized Costs of the Improvements.

The Notes shall be general obligations of the City payable as to both principal and interest from general obligation bonds of the City, from special assessments levied upon the property benefited by the construction of the Improvements and from current revenues of the City authorized for such purpose. If not so paid, the principal of and interest on the Notes shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered in such manner as the Note Registrar determines. The Notes will be dated December 9, 2014, bear interest from that date at the rate set forth on Exhibit B to this Resolution until paid and become due on the Principal Payment Date.

Interest on the Notes at the rate set forth on Exhibit B to this Resolution (computed on the basis of twelve 30-day months) shall be payable on the Interest Payment Dates to the Owners of

the Notes whose names appear on the books maintained by the Note Registrar at the close of business on the Record Dates.

Section 203. Designation of Paying Agent and Note Registrar. The Treasurer of the State, Topeka, Kansas is designated as the Paying Agent and Note Registrar for the Notes. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City an agreement with the Note Registrar and Paying Agent for the Notes. The City reserves the right to appoint a successor Paying Agent or Note Registrar. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Note Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Note Registrar meeting the requirements of State law.

Section 204. Initial Registration with Securities Depository. The Notes shall be registered on note registration books maintained by the Note Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the City issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Notes until and unless the City authenticates and delivers Replacement Notes to the Beneficial Owners in the manner described in this Section.

If the City determines: (i) that the Securities Depository is unable to properly discharge its responsibilities, or (ii) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the City receives written notice from Participants having interests in not less than 50% of the Notes, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Notes of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Notes, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Notes. If the Securities Depository resigns and the City or Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Notes to the Participants for the benefit of the Owners.

Section 205. Method and Place of Payment of the Notes. The principal of, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America.

The principal of and any premium on the Notes shall be paid to the Owner of each Note upon presentation of the Note at the maturity or redemption date to the Paying Agent for cancellation. The interest payable on the Notes on any Interest Payment Date shall be paid by the Paying Agent to the Owner of each Note at the Owner's address as it appears on the registration books of the City maintained by the Note Registrar at the close of business on the Record Date for such interest:

A. by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register; or

B. at such other address as is furnished to the Paying Agent in writing by such Owner; or

C. in the case of an interest payment to any Owner that is a Securities Depository, by wire transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

The Paying Agent will keep in its offices a record of payment of principal of, premium, if any, and interest on all Notes.

Section 206. Method of Execution and Authentication of the Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Notes. The Notes will be registered in the office of the City Clerk, evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed to or imprinted on the Notes. The Notes shall also be registered in the office of the State Treasurer, evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed to or imprinted on the Notes. The Notes will be countersigned by the manual or facsimile signature of the City Clerk and the seal of the City is to be affixed or imprinted adjacent to the signature following registration of the Notes by the State Treasurer. In the event any of the above-mentioned officers cease to hold their offices before the Notes are issued and delivered, the Notes may be issued and transferred to other Owners as though the officers had not ceased to hold office, and the signatures appearing on the Notes will be valid and sufficient for all purposes as if they had remained in office until the issuance or transfer.

The Notes are not to be valid obligations under the provisions of the Resolution until authenticated by the Note Registrar or a duly authorized representative of the Note Registrar by execution of the Certificate of Authentication appearing on each Note. It will not be necessary that the same representative of the Note Registrar execute the certificate of authentication on all of the Notes.

Section 207. Registration, Transfer and Exchange of Notes. As long as the Notes remain Outstanding, the City will instruct the Note Registrar to keep the books for the registration and transfer of the Notes as provided in the Resolution.

Upon presentation of the necessary documents as described below, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) which was presented for transfer or exchange.

All Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, executed by the Owner of the Notes or by the Owner's authorized agent. In addition, all Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation.

Prior to delivery of the new Note(s) to the transferee, the Note Registrar shall register the same in the registration books and shall authenticate each Note.

The City shall pay out of the proceeds of the Notes the fees of the Note Registrar for registration and transfer of the Notes and the cost of preparing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners. The City and the Securities Depository shall be paid directly by the Owner for any tax or other governmental charge required to be paid with respect to a transfer.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date, or within 30 days of a date on which Notes are redeemed after notice of such redemption has been given in accordance with Article III of this Resolution.

New Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Resolution and shall be entitled to all of the security and benefits to the same extent as the Notes surrendered.

The City, Note Registrar and Paying Agent may deem and treat the person in whose name any Note is registered as the absolute Owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, and interest on the Note and for all other purposes, and all such payment so made to any such Owner or upon the Owner's order shall be valid and effectual to the extent of the sum or sums so paid, and neither the City, Note Registrar and Paying Agent shall be affected by any notice to the contrary.

Section 208. Surrender and Cancellation of Notes. Whenever any Outstanding Notes are delivered to the Note Registrar for cancellation pursuant to the Resolution, upon payment of the principal amount of and interest on the Note or replacement pursuant to the Resolution, the Note shall be canceled by the Note Registrar and returned to the City Clerk.

Section 209. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City may execute and the Note Registrar may authenticate a new Note of like date, maturity, denomination and interest rate; provided, that in the case of any mutilated Note, the mutilated Note shall first be surrendered to the City or the Note Registrar, and, in the case of any lost, stolen or destroyed Note there will first be furnished to the Note Registrar's and the City's satisfaction evidence of such loss, theft or destruction together with an indemnity. In the event any such Note shall have matured, instead of issuing a duplicate Note, the City and Note Registrar may pay the same without surrender of the Note. The City and Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with replacing any Note or Notes mutilated, stolen, lost or destroyed.

Section 210. Execution and Delivery of the Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Notes in the manner specified above, and to cause the Notes to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Notes to the Original Purchaser, upon receipt by the City of the Purchase Price.

Section 211. Form of the Notes. The Notes shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on Exhibit A to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive.

ARTICLE III REDEMPTION OF THE NOTES

Section 301. Optional Redemption. At the option of the City, Notes may be called for redemption and payment prior to maturity on or after August 1, 2015, in whole or in part (selection of Notes to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Section 302. Selection of Notes to be Redeemed. The Notes are to be redeemed only in Authorized Denominations. When less than all of the Notes are to be redeemed and paid prior to maturity, the Notes will be redeemed in the manner as the City determines.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than an Authorized Denomination are Outstanding, each minimum Authorized Denomination of face value will be treated as if it were a separate Note in such denomination. If it is determined that one or more, but not all, of the face value represented by any Note is selected for redemption, then upon notice of intention to redeem an Authorized Denomination, the Owner or the Owner's authorized agent shall present and surrender the Note to the Note Registrar: (i) for payment of the redemption price (including the redemption, if any, and interest to the date fixed for redemption) of the Authorized Denomination of face value called for redemption; and (ii) for exchange, without charge to the Owner of the Note(s), for a new Note(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner

of any Note of a denomination greater than the minimum Authorized Denomination fails to present the Note as described above, the Note will, nevertheless, become due and payable on the redemption date to the extent of the amount called for redemption.

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Notes, the Securities Depository may, at its option, in lieu of surrendering such Note, make an appropriate notation on the Note certificate indicating the date and amounts of the reduction in the principal amount of such Note (except in the case of the final maturity of such Note, where the Note certificate shall be presented to the City prior to payment).

Section 303. Notice of Redemption. Unless waived by any Owner of Notes to be redeemed, if the City calls any Notes for redemption and payment prior to the maturity of the Notes, the City shall instruct the Note Registrar to give written notice of its intention to call and pay the Notes on a specified date, the same being described by maturity, the notice to be mailed by United States first class mail addressed to the Owners of the Notes, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City will also give any additional notice as may be required by State law in effect as of the date of the notice.

All official notices of redemption will be dated and state (1) the redemption date, (2) the redemption price, (3) if less than all of the Outstanding Notes are being redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes being redeemed, (4) on the redemption date the redemption price will become due and payable on each Note or portion of the Note called for redemption, and interest on the Note shall cease to accrue from and after the date, and (5) the place where the Notes are to be surrendered for payment of the redemption price, which is the principal office of the Paying Agent.

During the time the Notes are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Notes. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Note (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Notes so affected, shall not affect the validity of the redemption of such Notes.

Prior to any redemption date, the City will deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Notes or portions of Notes which are to be redeemed on that date. In accordance with the notice, once the Notes are surrendered to the Paying Agent, the redemption price will be paid to the Owner. Installments of any interest due on or prior to the redemption date shall be payable as provided in this Resolution. Upon surrender of the partial redemption of any Note, a new Note or Notes of the same maturity in the amount of the unpaid principal will be prepared for the Owner. All Notes which have been redeemed will not be reissued. They will be cancelled and destroyed by the Paying Agent.

Section 304. Effect of Call for Redemption. Whenever any Note is called for redemption and payment as provided in this Article, all interest on the Note shall cease from and after the date the call is made, provided funds are available for its payment at the price previously specified.

**ARTICLE IV
ESTABLISHMENT OF FUNDS AND ACCOUNTS**

Section 401. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, the following funds and accounts will be created within the Treasury of the City:

- A. Improvement Fund for the city of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2014A; and
- B. Principal and Interest Account for the city of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2014A.

Section 402. Administration of Funds and Accounts. The funds and accounts established in this Resolution shall be administered in accordance with the provisions of the Resolution as long as the Notes are Outstanding.

**ARTICLE V
APPLICATION OF NOTE PROCEEDS**

Section 501. Disposition of Note Proceeds. Upon issuance and delivery of the Notes, the proceeds shall be deposited as follows:

- A. In the Principal and Interest Account, a sum equal to the accrued interest, if any, and any premium set forth on Exhibit B. Moneys in the Principal and Interest Account will be used exclusively for the payment of the principal of, premium, if any, and interest on the Notes and for the payment of Paying Agent fees.
- B. The City will deposit the balance of the proceeds of the Notes immediately upon receipt into the Improvement Fund, which will be used solely for the purpose of paying the Authorized Costs of the Improvements. The City covenants that in the construction of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be imposed by the Act and the provisions of the Resolution.

Section 502. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements.

Section 503. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements shall be transferred immediately to the Principal and Interest Account and applied to the principal due on the Notes.

Section 504. Substitution of Improvements. If the City is prevented, hindered or delayed from proceeding with the acquisition or construction of the Improvements listed in Section 101 of this Resolution, the City may elect to substitute or add other improvements pursuant to this Section (the "Substitute Improvement") provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the City in

accordance with the laws of the State, (2) a resolution or ordinance authorizing the use of the Substitute Improvement has been duly adopted by the governing body of the City, (3) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Notes to include the Substitute Improvements and (4) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Notes to pay the Authorized Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvement has been duly authorized pursuant to this Section and the laws of the State.

ARTICLE VI PAYMENT OF THE NOTES

Section 601. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account will be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Notes as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 602. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of and premium, if any, and interest on the Notes when they become due, and also to pay the charges made by the Paying Agent for acting in such capacity. Charges over and above the amount of the principal of, premium, if any, and interest on the Notes shall be forwarded to the Paying Agent. If, through the lapse of time, or otherwise, the Owners of Notes are no longer entitled to enforce payment of their obligations, it will be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Resolution.

Section 603. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Notes were issued and all other indebtedness of the City shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VII DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution will be deposited in a bank or banks or federal or state chartered savings and loan association(s) and shall be secured in accordance with State law.

Section 702. Investments. Moneys held in the funds and accounts created or established by this Resolution in conjunction with the issuance of the Notes may be invested by the City in Authorized Investments, or in other investments allowed by State law in the amounts and maturing at the times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose the

fund or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of the fund or account. In determining the amount held in any fund or account under the provisions of the Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

ARTICLE VIII DEFAULT AND REMEDIES

Section 801. Remedies. The provisions of the Resolution, including the covenants and agreements, shall constitute a contract between the City and the Owners of the Notes. The Owner or Owners of any of the Notes at the time Outstanding have the right for the equal benefit and protection of all Owners of Notes similarly situated:

A. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State;

B. by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

C. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 802. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of the Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds pledged by this Resolution to the payment of the principal of and interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in the Resolution. No one or more Owners secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right described below, except in the manner provided by this Resolution, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Notes.

Section 803. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred in this Resolution. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or impair any rights or remedies on the Note. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any right or power or be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Notes by the Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or

proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy is discontinued or abandoned for any reason, or is determined adversely to the Owner, then, and in every such case, the City and the Owners of the Notes will be restored to their former positions and rights under this Resolution, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE IX AMENDMENTS

Section 901. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Notes or the Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in the Resolution or the Notes or to make any other change not prejudicial to the Owners;
- (b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners; or
- (c) To more precisely identify the Improvements; or
- (d) To provide for the issuance of bearer notes and the exchange of fully registered Notes for bearer notes upon the terms and conditions as the City determines provided, however, that no such amendments become effective unless and until the City has received an opinion of Bond Counsel in the form and substance satisfactory to the City, to the effect that the issuance of such bearer notes or the exchange of Notes for such bearer notes will not cause the interest on the Notes to be includable in the gross income of the recipients of the Notes under the provisions of applicable federal law; or
- (e) To conform the Resolution or the Notes to the Code or future applicable federal law concerning tax-exempt obligations.

The following modifications or amendments to the Notes or the Resolution shall require the consent of 100% of the Owners of the Notes:

- (a) The extension of the maturity of the principal of any of the Notes, or the extension of the maturity of any interest on any of the Notes;
- (b) A reduction in the principal amount of any of the Notes or the rate of interest on the Notes; or
- (c) A reduction in the aggregate principal amount of the Notes.

Amendments or modifications of the Notes and the Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than two-thirds (66.66%) in aggregate principal amount of the Notes at the time Outstanding.

Section 902. Written Evidence of Amendments. Every amendment or modification of a provision of the Notes or of the Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of the Resolution shall be deemed to be a part of the Resolution. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of the Resolution will always be kept on file in the Office of the City Clerk and made available for inspection by the Owners of any Note or prospective purchaser or Owners of any Note authorized by the Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of the Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE X DISCLOSURE

Section 1001. Preliminary Official Statement and Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain terms or provisions to be specified in a competitive bid, ratings, other terms of the Notes depending on such matters, and the identity of the underwriters. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Official Statement. The Official Statement is “deemed final” by the City. The use of the Official Statement in the reoffering of the Notes by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the final Official Statement.

Section 1002. Exemption from SEC Rule 15c2-12(b)(5). The City represents in connection with paragraph (a) of the Securities and Exchange Commission Rule 15c2-12 that the Notes are not part of an offering of municipal securities with an aggregate principal amount of \$1,000,000 or more.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1101. Exception from Rebate Requirements. The City makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under § 148(f)(4)(c) of the Code:

- (a) The City is a governmental unit with general taxing powers;
- (b) None of the Notes is a private activity bond as defined in Section 141 of the Code;
- (c) 95% or more of the net proceeds of the Notes are to be used for local government activities of the City (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the City);

(d) The aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City and all other entities described in § 148(f)(4)(D)(ii) of the Code during the calendar year that the Notes are issued, including the Notes, is not reasonably expected to exceed \$5,000,000;

(e) The City (and all other entities described in § 148(f)(4)(D)(ii) of the Code) will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Notes, but excluding private activity bonds) during the calendar year in which the Notes are issued without first obtaining an opinion of Bond Counsel that the excludability of the interest on the Notes from gross income for federal tax purposes will not be adversely affected; and

(f) The aggregate face amount of the Notes (including all principal amounts allocated to refunding prior bonds or notes) does not exceed \$5,000,000.

Section 1102. Designation of Notes as Qualified Tax-Exempt Obligations. The City designates the Notes as “qualified tax-exempt obligations” as the term is defined in Section 265(b)(3) of the Code. In addition, the City represents that:

A. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City during the calendar year that the Notes are issued does not exceed \$10,000,000; and

B. the aggregate principal amount of obligations designated by the City as “qualified tax-exempt obligations” during the calendar year that the Notes are issued, including the Notes, does not exceed \$10,000,000.

Section 1103. Tax Covenants. The City covenants and agrees that it will not take any action or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes under Section 103 of the Code. The City covenants and agrees that it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purpose for which the Notes are issued as set forth above, and that it will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City, or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the City under the Resolution, the City shall take such action as may be necessary.

Section 1104. Severability. In case any one or more of the provisions of the Resolution or of the Notes issued under this Resolution is for any reason found to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Resolution, or of the Notes relating to the Resolution, but the Resolution and the Notes will be construed and enforced as if the illegal or invalid provision had not been contained in the Resolution. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Resolution is for any reason found to be in violation of law, then such covenant, stipulation, obligation or agreement shall be

deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 1105. Further Authority. The Mayor, City Clerk and other officials are further authorized and directed to execute any and all documents, take actions they may deem necessary or advisable in order to carry out and perform the purposes of the Resolution. They may make and approve alterations, changes or additions in the above-mentioned agreements, statements, instruments and other documents approved, authorized and confirmed by this Resolution, and the execution or taking such action shall be conclusive evidence of the necessity or advisability.

Section 1106. Governing Law. The Resolution and the Notes will be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1107. Effective Date. This Resolution is to take effect and be in full force from and after its adoption by the governing body of the City.

(Remainder of Page Intentionally Left Blank)

ADOPTED by the Governing Body of the city of Spring Hill, Kansas on
November 13, 2014.

Mayor

(Seal)

ATTEST

City Clerk

**EXHIBIT A
FORM OF NOTE**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, (“DTC”), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

REGISTERED
NUMBER R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTIES OF JOHNSON AND MIAMI
CITY OF SPRING HILL
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2014A

Interest	Maturity	Dated	CUSIP:
Rate: _____%	Date: August 1, 2016	Date: December 9, 2014	

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the city of Spring Hill, in the counties of Johnson and Miami, state of Kansas (the “City”), for value received, acknowledges itself to be indebted and promises to pay to the Registered Owner identified above, or registered assigns (collectively, the “Owner”), as of the Record Dates as provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount from this date at the rate of interest per annum set forth above (computed on the basis of twelve 30-day months), semiannually on February 1 and August 1 of each year, commencing August 1, 2015 (the “Interest Payment Dates”), until the Principal Amount is paid, unless this Note shall have been previously called for redemption and payment as hereinafter set forth.

The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date, upon presentation and surrender of this Note at the principal office of the Treasurer of the state of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of

business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Note Register or (b) at such other address as is furnished to the Paying Agent in writing by the Owner or, (c) in the case of an interest payment to any Owner that is a securities depository, by electronic transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instruction including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed. The principal, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America. The Notes constitute general obligations of the City payable as to both principal and interest from general obligation bonds of the City, from special assessments levied upon the property benefited by the construction of certain Improvements as said term is defined in the Resolution (as defined in this Note), or from current revenues of the City authorized for such purpose. If not so paid, the principal of and interest on the Notes shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

This Note is one of an authorized series of Notes of the City designated “General Obligation Temporary Notes, Series 2014A” in an aggregate principal amount of \$640,000 (the “Notes”) issued for the purposes set forth in the resolution of the City authorizing the Notes (the “Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the state of Kansas, including, but not limited to K.S.A. 12-6a01 *et seq.*, K.S.A. 12-631r and 12-631s, and K.S.A. 10-123, all as amended, and all other applicable provisions of the laws of the state of Kansas.

At the option of the City, the Notes may be called for redemption and payment prior to maturity in whole or in part (selection of notes to be designated by the City in such equitable manner as it may determine) on August 1, 2015, or on any date thereafter, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

If any Notes are called for redemption and payment prior to maturity, the City shall instruct the Note Registrar to give written notice of its intention to call and pay such Notes on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Paying Agent, to the State Treasurer of Kansas and to the Owners of said Notes, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. All Notes so called for redemption and payment shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Notes at the price specified.

The Notes are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The Notes may be exchanged at the office of the Note Registrar for a

like aggregate principal amount of Notes of the same maturity of other authorized denominations upon the terms provided in the Resolution.

The City and the Note Registrar may deem and treat the Registered Owner as the absolute owner for purposes of receiving payment of or on account of principal and interest due and for all other purposes and neither the City nor the Note Registrar shall be affected by any notice to the contrary.

This Note is transferable by the Registered Owner in person or by the Registered Owner's agent duly authorized in writing, at the office of the Note Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Note. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. Neither the City nor the Note Registrar shall be required to transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending on the Interest Payment Date or to transfer or exchange any Notes called for redemption.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the state of Kansas, and that the total indebtedness of the City, including this series of Notes, does not exceed any constitutional or statutory limitation.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration shall have been lawfully executed by the Note Registrar.

IN WITNESS WHEREOF, the City has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be affixed to or imprinted on, and this Note to be dated the Dated Date shown herein.

CITY OF SPRING HILL, KANSAS

(Seal)

ATTEST:

Mayor

By _____
City Clerk

This Note shall not be negotiable unless and until countersigned below by the City Clerk following registration by the Treasurer of the state of Kansas.

(Seal)

City Clerk

=====

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTIES OF JOHNSON AND MIAMI)

I, the City Clerk of the city of Spring Hill, Kansas, certify that the within Note has been registered in my office according to law as of November 13, 2014.

WITNESS my hand and official seal.

(Seal)

City Clerk

=====

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2014A, of the city of Spring Hill, Kansas, described in the within-mentioned Resolution.

Registration Date _____

Office of the State Treasurer
Topeka, Kansas
as Note Registrar and Paying Agent

By _____

Registration Number _____

=====

CERTIFICATE OF STATE TREASURER

I, RON ESTES, Treasurer of the state of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in my office, and that this Note was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Seal)

RON ESTES
Treasurer of the State of Kansas

=====

=====

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note to which this assignment is affixed in the outstanding principal amount of \$_____ standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Temporary Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By _____
Title _____

=====

EXHIBIT B
ADDITIONAL TERMS OF THE NOTES

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below:

“**Original Purchaser**” means _____.

“**Purchase Price**” for the Notes shall be the par value of the Notes plus accrued interest, if any, to the date of delivery[, plus a premium of \$_____] [, less a discount of \$_____].

Interest Rate. The Notes shall bear interest at the rate of ____% per annum.

Premium. The amount of premium on the Notes to be deposited in the Principal and Interest Account is \$_____.