

**SPRING HILL CITY COUNCIL
REGULAR MEETING
AGENDA
THURSDAY, JANUARY 14, 2016
7:00 P.M.
SPRING HILL CIVIC CENTER
401 N. MADISON – ROOM 15**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

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: December 10, 2015
2. Appropriation Order 2016-01-14
3. Consider Approval for Letter of Engagement for December 31, 2015 Financials, Mize & Houser Company, P.A.
4. Consider Approval of Contract: Bi-Annual Generator Service Work, Cummins Central Power
5. Consider Approval of Change Order No. 3: BNSF Utility Adjustments, Westland Construction
6. Consider Approval of Revised Exhibit A attached to BNSF Permit No. F50373 dated March 29, 1951, relating to a City 8" water line crossing railroad tracks
7. Consider Approval of Site Plan: SP-04-15, Spring Hill Mini Storage, Strickland Construction
8. Consider Approval of Improvement Agreement: Village on Victory III, MCK Partnership, LLC
9. Consider Approval of Final Plat: FP-04-15, Village on Victory III, MCK Partnership, LLC

FORMAL COUNCIL ACTION

10. Ordinance No. 2016-01: Authorizing the Issuance and Delivery of \$[543,000] Principal amount of General Obligation Bonds, Series 2016A (Taxable Under Federal Law), and providing for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on the Bonds as they become due
11. Resolution No. 2016-R-01: Prescribing the form and details of and authorizing the delivery of \$[543,000] Principal amount of General Obligation Bonds, Series 2016A (Taxable under Federal Law), of the City of Spring Hill, Kansas, previously authorized by an ordinance of the City
12. Resolution No. 2016-R-02: Consider approving acquisition of easements for the Wilson Street Storm Sewer Project Phase III

ANNOUNCEMENTS and REPORTS

EXECUTIVE SESSION

13. Consideration of motion to recess into executive session under the Attorney-Client Privilege Exception – Pending Litigation and Anticipated Litigation

ADJOURN

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

City of Spring Hill, Kansas
Minutes of City Council Regular Session
December 10, 2015

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on December 10, 2015. The meeting convened at 7:00p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Chris Leaton
Floyd Koder
Chad Eckert
Andrea Hughes

Councilmembers absent: Clint Gillis

Staff in attendance: City Administrator Jonathan Roberts
Community Development Director Jim Hendershot
Police Chief Richard Mann
Finance Director Melanie Landis arrived at 7:25p.m.

Consultants in attendance: City Attorney Frank Jenkins
City Engineer John Brann
City Financial Advisor Tom Kaleko, Springsted

ROLL CALL

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

APPROVAL OF THE AGENDA

Motion by Leaton, seconded by Eckert, to approve the agenda as presented. Motion carried 4-0-0

CITIZEN PARTICIPATION

Mr. Rick Wagner, GoBrolly Communications, introduced himself and informed the City Council that Brolly Communications is an internet provider that is located in Louisburg, Kansas. The Mayor thanked Mr. Wagner for attending and requested staff to arrange a meeting to discuss the services and benefits that Brolly Communications may be able to offer the residents of the Spring Hill community.

Miss Maddie Crabtree, 20208 W. 224th Street, is an 8th grade student at the Spring Hill Middle School. As part of a class assignment, Miss Crabtree presented the City Council with a petition requesting to build an outdoor finished basketball court in Spring Hill. She listed the reasons for the request and also collected data from a survey of at least 200 responses. The Mayor thanked Miss Crabtree for the information and explained the process that it takes for the City to secure a project such as this. The Mayor also stated that the Spring Hill Green Board will be soliciting feedback from the community about where a recreation complex should be located and what type of activities to be located in the complex. The Mayor encouraged Miss Crabtree to participate in the process when the Green Board discusses this project. The Mayor thanked Miss Crabtree for taking the time and commended her on the courage it took to speak in front of the Governing Body. The City Clerk accepted the petition.

PRESENTATION

December 31, 2014 Audited Financial Statements, Mize Houser & Company

Mr. Jonathan Nibarger, Mize Houser & Company, presented the Financial Statements for the year ended December 31, 2014. Mr. Nibarger reported that the City received an unmodified opinion which is the best opinion that the City can receive. He added that this speaks very highly of the financial management of the City. The Mayor thanked Mr. Nibarger for the financial statement presentation.

CONSENT AGENDA:

Motion by Leaton, seconded by Eckert, to approve the Consent Agenda as presented.

1. **Approval of Minutes: November 12, 2015**
2. **Appropriation Order 2015-12-10**
3. **Consider Renewal of Cereal Malt Beverage License: C & H Quick Stop**
4. **Consider Approval of Change Order No. 2: BNSF Utility Adjustments, Westland Construction**
5. **Consider Approval of Amendment No. 1 to Engineering Agreement for Utility Adjustments related to BNSF Track Expansion, Ponzer-Youngquist, PA**
6. **Consider Approval of Maintenance Agreement: I/LEADS Records Management System, Intergraph Corporation, Hexagon Safety & Infrastructure**
7. **Consider Approval of Contract: 2016 Agreement between the City of Spring Hill, Kansas and Fire District No. 2 of Johnson County, Kansas**
8. **Resolution No. 2015-R-21: 2016 Holidays**
9. **Resolution No. 2015-R-22: 2016 Economic Stimulus Program**

Motion carried 4-0-0.

FORMAL COUNCIL ACTION

10. Ordinance No. 2015-12: CU-2015-0001, Conditional Use Permit Renewal, Cellular Antenna, Verizon Wireless

The Community Development Director presented an ordinance to consider a conditional use permit renewal for operation and maintenance of a telecommunications facility at the city water tower location at 20250 N. Webster Street.

The applicant, Verizon Wireless, has utilized this site since 1998 with subsequent renewals granted thru the years. The Planning Commission held a public hearing on November 5, 2015. There were no protests received during the 14-day protest period; however, on behalf of AGC, Mr. Gerstner, Plant Manager, objected to the renewal application based on the lack of a formal agreement between either AGC and Verizon or AGC and the City of Spring Hill. Mr. Gerstner indicated the corporate office for AGC feels there should be an agreement that includes AGC based on the partnership between AGC and the City for the water tower. The City Attorney recommended that the Planning Commission take action on the application and let the issue of a future agreement be handled administratively as applicable. The issues of the CUP renewal and possible need for an agreement with AGC are separate and distinct.

The Planning Commission voted unanimously to recommend approval of the renewal request subject to annual review by city staff. Staff agrees with the Planning Commission recommendation and recommends that the City Council approve Ordinance #2015-12, approving conditional use permit CU-2015-0001 subject to the following conditions: 1. Annual review by staff.

Motion by Leaton, seconded by Eckert, to approve Ordinance 2015-12. Motion carried by roll of the Governing Body 5-0-0. Koder-yea, Hughes-yea, Leaton-yea, Eckert-yea, Ellis-yea.

11. Ordinance No. 2015-13: CU-2015-0002, Conditional Use Permit, Outdoor Recreation and Entertainment (event center), The Bowery Events, LLC

The Community Development Director presented an ordinance to consider a conditional use permit for an entertainment and recreation, outdoor use located at 20559 Lone Elm Road.

The applicant, Bowery Events, LLC, has submitted a request for a Conditional Use Permit authorizing property located at 20559 Lone Elm to be utilized as an entertainment and recreation outdoor facility including the sale of alcohol as permitted by Section 17.336.A.14 of the Spring Hill Zoning Code. The property is owned by ACS who rents to Bowery Events, LLC as needed for events such as weddings, reunions and parties.

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The Planning Commission held the required public hearing on November 5, 2015. There was no opposition voiced at the hearing. The Planning Commission voted unanimously to recommend approval of the application subject to the following: 1. Annual review by staff, and 2. All parking areas and driveways be paved with asphalt or concrete by September 30, 2016. Staff agrees with the Planning Commission recommendation.

Motion by Leaton, seconded by Eckert, to approve Ordinance 2015-13. Motion carried by roll of the Governing Body 5-0-0. Hughes-yea, Leaton-yea, Eckert-yea, Koder-yea, Ellis-yea.

The Finance Director arrived at the meeting.

12. Ordinance No. 2015-14: 2015 Standard Traffic Ordinance

The City Attorney presented the 2015 Standard Traffic Ordinance (STO) and reported that the League of Kansas Municipalities publishes an annual update to the STO to comply with legislative changes. The proposed ordinance reflects the changes in the 2015 publication. Amendments to the STO previously adopted by the Governing Body are contained in the ordinance and will continue to be the law in the City.

Motion by Leaton, seconded by Eckert, to approve Ordinance 2015-14. Motion carried by roll of the City Council 4-0-0. Leaton-yea, Eckert-yea, Koder-yea, Hughes-yea.

13. Ordinance No. 2015-15: 2015 Uniform Public Offense Code

The City Attorney presented the ordinance for the 2015 Uniform Public Offense Code (UPOC) and reported that the League of Kansas Municipalities publishes annual updates to the UPOC to comply with legislative changes. The proposed ordinance reflects the changes in the 2015 publication. Prior amendments that the City has made in the past to the UPOC will continue to be effective and apply to the 2015 UPOC.

Motion by Leaton, seconded by Eckert, to approve Ordinance 2015-15. Motion carried by roll of the City Council 4-0-0. Eckert-yea, Koder-yea, Hughes-yea, Leaton-yea.

14. Resolution No. 2015-R-23: Consider approving acquisition of easements for the Wilson Street Storm Sewer Project Phase III

The City Attorney presented a resolution approving acquisition of easements for the Wilson Street Storm Sewer Project, Phase III.

John Amrein, the City's land acquisition agent, has concluded negotiations with the following designated landowners: Getchel, Belcher and Snell. The proposed amount of compensation to be paid to the landowners are within the settlement authority approved by the City Council. Land acquisition costs are paid from USDA loan/bond issue funds. Mr. Amrein's recommendation is for approval of the acceptance of the easements and payment of compensation.

Motion by Leaton, seconded by Eckert, to approve Resolution 2015-R-23. Motion carried 4-0-0.

15. Ordinance No. 2015-16: Consider 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

The Finance Director presented the ordinance to consider 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.

On November 20, 2015, the City distributed Request for Proposals for the 2015 lease purchase of vehicles and equipment. On December 1, 2015, the City received three bids for the lease purchase with First Option Bank submitting the winning bid at 2.45% interest rate.

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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. Principal and interest payments will be paid from the corresponding budgeted funds.

Staff recommends that the City Council approve Ordinance 2015-16 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.

Motion by Leaton, seconded by Koder, to approve Ordinance No. 2015-16. Motion carried by roll of the City Council 4-0-0. Hughes-yea, Leaton-yea, Eckert-yea, Koder-yea.

16. Ordinance No. 2015-17: Consider authorizing general obligation bonds for storm water improvements

The Finance Director presented the ordinance to consider authorizing general obligation bonds for storm water improvements.

Burlington Northern Santa Fe Railroad (BNSF) has requested improvements to existing storm water on the south side of 207th street, east of the existing railroad tracks and approximately 325 feet west of Woodland Road. The initial plans approved by BNSF have an estimated cost of \$65,000. The purpose of approving the ordinance authorizing those improvements is required if the City should decide to later finance this project due to unforeseen change orders.

Storm water is not a user fee supported utility and funds to pay for this project are derived from unrestricted funds. If the project cost is approximately \$65,000, the funds to pay for design and construction will come from funds set aside for storm water projects. If the project cost is higher, the project will need to be short term financed through temporary notes.

The ordinance was prepared by Kutak Rock, the City's bond counsel and sent to the City Attorney for review. Staff recommends that the City Council approve Ordinance 2015-17 authorizing the City of Spring Hill, KS to make certain improvements within the City and to finance a portion of such improvements by authorizing the issuance of general obligation bonds of the City all pursuant to KSA 12-631r and 12-631s.

Motion by Leaton, seconded by Eckert, to approve Ordinance No. 2015-17. Motion carried by roll of the City Council 4-0-0. Koder-yea, Hughes-yea, Leaton-yea, Eckert-yea.

17. Resolution No. 2015-R-24: Authorization Sale of General Obligation Bonds, 2016A

The Finance Director presented the resolution to consider authorizing the sale of General Obligation bonds, 2016A (Taxable)

The 2016A General Obligation Bonds to be sold on January 14, 2016 include one project: 1) Water tower improvements. The resolution to be considered will authorize the sale of those general obligation bonds. The ten year general obligation bonds are considered taxable as the tower was built under a public-private partnership. The City Financial Advisor, Mr. Tom Kaleko, reported that three banks will be contacted privately for competitive bids.

The proposed sale includes the following issue: Series 2016A - \$543,000 principal in general obligation bonds to finance the water tower improvements. Annual principal and interest payments will be paid from the Water utility fund beginning with September 1, 2016. Annual payments with an estimated interest rate may be approximately \$66,000.

The resolution was prepared by Kutak Rock, the City's bond counsel and has been sent to the City's legal counsel. Staff recommends approval of Resolution 2015-R-24 authorizing the sale of general obligation bonds, Series 2016A, of the City of Spring Hill, Kansas.

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Motion by Leaton, seconded by Eckert, to approve Resolution No. 2015-R-24. Motion carried 4-0-0.

18. Consider Aquatic Center Rates for 2016 Season

The Finance Director presented the Aquatic Center rates for the 2016 Season. The existing rate structure was set in 2010 based on the size of the facility and features available to patrons and proved to be competitive with other aquatic centers in the area. At the time of setting admission rates for 2010, the City Council recognized that operations for a recreational facility would require an annual subsidy and rates have remained the same since that time. The City has added additional use options such as evening facility rentals for private parties and a new playground and picnic shelter available just outside the gates of the facility. The City will continue managing the facility for the 2016 season.

Staff recommends that the Council approve the 2016 admission rate and discount structure as presented for the Spring Hill Aquatic Center.

Motion by Leaton, seconded by Eckert, to approve the 2016 admission rate and discount structure as presented for the Spring Hill Aquatic Center. Motion carried 4-0-0.

ADJOURN

Motion by Leaton, seconded by Koder, to adjourn. The meeting adjourned at 7:55p.m.

Approved by the Governing Body on _____.

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2016-01-014 PRESENTED: January 14, 2016

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:	\$553,928.14
Payroll:	\$130,294.93
	\$684,223.07

Section 2:

Claims presented for approval of payment:

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

Total amount of the Appropriation Order: \$684,223.07

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		5 STAR PUMP & CONTROL				
1163	11/30/2015	REBUILD WASH WATER PUMP	25-15-7670	\$ 6,720.00	77571	12/23/2015
1164	11/30/2015	EQUIPMENT MAINTENANCE	25-15-7670	\$ 3,343.00	77571	12/23/2015
1168	12/18/2015	MOTOR STARTER	25-15-7670	\$ 901.14	77649	12/29/2015
1169	12/18/2015	VOLTAGE CONTROLLER	25-15-7670	\$ 655.64	77649	12/29/2015
1170	12/18/2015	REBUILD MOTOR 2	25-15-7670	\$ 1,200.00	77649	12/29/2015

		5 STAR PUMP & CONTROL		\$ 12,819.78		
		ABBAY ALLEN				
2194	11/14/2015	DEPOSIT REFUND	01-00-2050	\$ 75.00	77572	12/23/2015

		ABBAY ALLEN		\$ 75.00		
		AETNA				
PR20151204	12/4/2015	AETNA-457 PLAN	01-00-2035	\$ 249.50	1282995	12/11/2015 E
PR20151204	12/4/2015	AETNA-457 PLAN	01-18-5120	\$ 40.00	1282995	12/11/2015 E
PR20151204	12/4/2015	AETNA-457 PLAN	20-00-2035	\$ 30.00	1282995	12/11/2015 E
PR20151218	12/18/2015	AETNA-457 PLAN	01-00-2035	\$ 249.50	1283036	12/24/2015 E
PR20151218	12/18/2015	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283036	12/24/2015 E
PR20151218	12/18/2015	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283036	12/24/2015 E

		AETNA		\$ 639.00		
		AFLAC				
252738	11/1/2015	INSURANCE/BENEFITS	01-01-5120	\$ 2,256.32	215682	12/29/2015
706665	12/1/2015	INSURANCE/BENEFITS	01-01-5120	\$ 2,256.32	215682	12/29/2015

		AFLAC		\$ 4,512.64		
		ALAMAR UNIFORMS				
491415	11/3/2015	New Hire	01-05-7680	\$ 670.00	215511	12/4/2015
492150	10/19/2015	Uniform New Officer	01-05-7680	\$ 11.99	215511	12/4/2015
496055	11/2/2015	Uniforms	01-05-7680	\$ 129.98	215511	12/4/2015
495995	12/11/2015	BP VEST	33-00-7680	\$ 353.70	215704	12/31/2015
497961	12/16/2015	UNIFORMS	33-00-7680	\$ 346.95	215704	12/31/2015
499898	12/11/2015	UNIFORMS	01-05-7680	\$ 670.00	215704	12/31/2015

		ALAMAR UNIFORMS		\$ 2,182.62		
		ALEXANDER OPEN SYSTEMS				
BT000791	12/1/2015	CONSULTING SERVICES	01-11-7720	\$ 834.00	77573	12/23/2015
I0083237	12/2/2015	SHAC FURNITURE & FIXTURE	01-12-8120	\$ 1,432.41	77573	12/23/2015
I0083266	12/3/2015	SERVER	01-09-6130	\$ 180.47	77573	12/23/2015
I0083266	12/3/2015	SERVER	20-14-6130	\$ 180.47	77573	12/23/2015
I0083266	12/3/2015	SERVER	25-15-6130	\$ 180.47	77573	12/23/2015
I0083266	12/3/2015	NET	01-01-6130	\$ 36.00	77573	12/23/2015

		ALEXANDER OPEN SYSTEMS		\$ 2,843.82		
		ALL-CITY MANAGEMENT				
40788	10/20/2015	CROSSING GUARD SERVICE	01-05-7742	\$ 839.52	215512	12/4/2015
40994	11/3/2015	CROSSING GUARD SERVICE	01-05-7742	\$ 1,014.42	215512	12/4/2015
41214	12/1/2015	CROSSING GUARD SERVICE	01-05-7742	\$ 944.46	215535	12/7/2015
41413	12/1/2015	CROSSING GUARD SERVICE	01-05-7742	\$ 734.58	215683	12/29/2015
41603	12/15/2015	CROSSING GUARD SERVICE	01-05-7742	\$ 1,049.40	215705	12/31/2015

		ALL-CITY MANAGEMENT		\$ 4,582.38		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
2317	12/4/2015	AMBER MILLER DEPOSIT REFUND	01-00-2050	\$ 75.00	77574	12/23/2015
		AMBER MILLER		\$ 75.00		
151027	10/27/2015	ANDREA JESBERG TRAINING/SEMINARS	01-06-7640	\$ 80.84	215513	12/4/2015
		ANDREA JESBERG		\$ 80.84		
150512	12/5/2015	APPLE BUS COMPANY HOMETOWN HOLIDAY SHUTTLE	01-09-7335	\$ 371.25	77575	12/23/2015
		APPLE BUS COMPANY		\$ 371.25		
019717-IN	11/17/2015	ATHCO SPECIAL PARKS CIP	11-03-8110	\$ 564.00	77576	12/23/2015
		ATHCO		\$ 564.00		
152112	12/21/2015	ATMOS ENERGY(502 NICHOLS) GAS SERVICE	01-02-7624	\$ 239.01	1283062	12/22/2015 E
		ATMOS ENERGY(502 NICHOLS)		\$ 239.01		
151812	12/18/2015	ATMOS ENERGY(CRESTONE ST) GAS SERVICES 20129 CRESTONE ST	25-15-7624	\$ 43.50	1283063	12/22/2015 E
		ATMOS ENERGY(CRESTONE ST)		\$ 43.50		
151812	12/18/2015	ATMOS ENERGY(MADISON ST) GAS SERVICE 401 N MADISON ST	01-17-7624	\$ 596.46	1283064	12/22/2015 E
		ATMOS ENERGY(MADISON ST)		\$ 596.46		
152112	12/21/2015	ATMOS ENERGY(N JACKSON) GAS SERVICES 606 N JACKSON ST UNIT A	25-15-7624	\$ 46.04	1283065	12/22/2015 E
		ATMOS ENERGY(N JACKSON)		\$ 46.04		
129206	11/24/2015	ATRONIC ALARMS, INC PROFESSIONAL SERVICES	01-17-7740	\$ 19.50	215514	12/4/2015
129918	12/1/2015	Alarm Monitoring	01-05-7630	\$ 84.00	215536	12/7/2015
133436	12/24/2015	FIRE ALARM MONITORING	01-17-7740	\$ 19.50	215706	12/31/2015
		ATRONIC ALARMS, INC		\$ 123.00		
546617	10/27/2015	B & B CLOTHING UNIFORMS	01-02-7680	\$ 20.99	215515	12/4/2015
		B & B CLOTHING		\$ 20.99		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
18571	12/18/2015	BILLIE JO GROSS BOND REFUND	01-00-2200	\$ 250.00	77577	12/23/2015	
		BILLIE JO GROSS		\$ 250.00			
		CENTURYLINK					
CENT152212	12/9/2015	TELEPHONE/COMMUNICATION	01-05-7622	\$ 8.03	1283068	12/22/2015	E
CENT152212	12/9/2015	TELEPHONE/COMMUNICATION	20-14-7622	\$ 8.02	1283068	12/22/2015	E
CENT152212	12/9/2015	TELEPHONE/COMMUNICATION	25-15-7622	\$ 8.02	1283068	12/22/2015	E
CENT152212	12/9/2015	TELEPHONE/COMMUNICATION	01-13-7622	\$ 8.02	1283068	12/22/2015	E
CENT152212	12/9/2015	TELEPHONE/COMMUNICATION	01-09-7622	\$ 8.02	1283068	12/22/2015	E
		CENTURYLINK		\$ 40.11			
		CENTURYLINK					
151815	12/18/2015	TELEPHONE/COMMUNICATIONS	25-15-7622	\$ 69.28	1283069	12/22/2015	E
151815	12/18/2015	TELEPHONE/COMMUNICATIONS	01-04-7622	\$ 57.66	1283069	12/22/2015	E
151815	12/18/2015	TELEPHONE/COMMUNICATIONS	01-09-7622	\$ 110.03	1283069	12/22/2015	E
151815	12/18/2015	TELEPHONE/COMMUNICATIONS	01-05-7622	\$ 104.00	1283069	12/22/2015	E
151815	12/18/2015	TELEPHONE/COMMUNICATIONS	01-03-7622	\$ 84.69	1283069	12/22/2015	E
151815	12/18/2015	TELEPHONE/COMMUNICATIONS	01-12-7622	\$ 53.44	1283069	12/22/2015	E
151815	12/18/2015	TELEPHONE/COMMUNICATIONS	01-13-7622	\$ 314.82	1283069	12/22/2015	E
		CENTURYLINK		\$ 793.92			
		CHAMPION BRANDS, LLC					
490957	11/13/2015	VEHICLE MAINTENANCE	01-02-6150	\$ 67.05	215516	12/4/2015	
490958	11/13/2015	EQUIPMENT MAINTENANCE	01-03-7670	\$ 143.09	215516	12/4/2015	
491929	12/4/2015	EQUIPMENT MAINTENANCE	01-02-7670	\$ 39.71	215684	12/29/2015	
		CHAMPION BRANDS, LLC		\$ 249.85			
		CHRISTOPHER & HEIDI BELCHER					
151408	8/14/2015	LAND ACQUISITION	76-00-8111	\$ 375.00	77650	12/29/2015	
		CHRISTOPHER & HEIDI BELC		\$ 375.00			
		CHRIS GEORGE HOMES INC					
2418	12/17/2015	DEPOSIT REFUND	01-00-2050	\$ 75.00	77578	12/23/2015	
		CHRIS GEORGE HOMES INC		\$ 75.00			
		CINTAS FIRST AID & SAFETY					
5004098903	12/7/2015	FIRST AID SUPPLIES	01-03-6090	\$ 11.95	77579	12/23/2015	
5004098903	12/7/2015	FIRST AID SUPPLIES	01-02-6090	\$ 77.12	77579	12/23/2015	
5004098903	12/7/2015	FIRST AID SUPPLIES	20-14-6090	\$ 63.27	77579	12/23/2015	
5004098903	12/7/2015	FIRST AID SUPPLIES	25-15-6090	\$ 63.26	77579	12/23/2015	
		CINTAS FIRST AID & SAFETY		\$ 215.60			
		CITY OF OVERLAND PARK					
11182016	12/14/2015	EQUIPMENT MAINTENANCE	01-05-7670	\$ 1,052.44	77651	12/29/2015	
		CITY OF OVERLAND PARK		\$ 1,052.44			

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		CITY OF SPRING HILL				
151512	12/15/2015	PUBLIC WORKS	01-02-7628	\$ 106.49	77580	12/23/2015
151512	12/15/2015	COMMUNITY BUILDING	01-04-7628	\$ 94.48	77580	12/23/2015
151512	12/15/2015	CITY HALL	01-17-7628	\$ 188.96	77580	12/23/2015
151512	12/15/2015	PARKS BUILDING	20-14-7628	\$ 58.44	77580	12/23/2015
151512	12/15/2015	POLICE DEPT	01-05-7628	\$ 82.46	77580	12/23/2015
151512	12/15/2015	AQUATIC CENTER	01-12-7628	\$ 139.25	77580	12/23/2015

		CITY OF SPRING HILL		\$ 670.08		
		CMI				
318379	11/5/2015	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 1.49	215517	12/4/2015
318424	11/6/2015	HAND TOOLS & EQUIPMENT	01-03-6360	\$ 11.00	215517	12/4/2015
318425	11/6/2015	EQUIPMENT MAINTENANCE	01-02-7670	\$ 7.94	215517	12/4/2015
318506	11/10/2015	HAND TOOLS & EQUIPMENT	01-03-6360	\$ 3.99	215517	12/4/2015
309351	10/3/2014	BUILDING MAINTENANCE	01-17-6160	\$ 41.98	215685	12/29/2015
309610	10/15/2014	MATERIALS	01-03-6090	\$ 0.99	215685	12/29/2015
309663	10/16/2014	STREET MATERIALS	10-02-6330	\$ 18.98	215685	12/29/2015
310435	11/19/2014	MATERIALS	01-03-6090	\$ 3.29	215685	12/29/2015
313279	4/20/2015	PARKS-MISCELLANEOUS	01-03-6090	\$ 32.97	215685	12/29/2015
316707	9/1/2015	PIPES & FITTINGS	20-14-6310	\$ 0.89	215685	12/29/2015
316853	9/8/2015	PIPES & FITTINGS	20-14-6310	\$ 6.29	215685	12/29/2015
316919	9/9/2015	MISCELLANEOUS	20-14-6090	\$ 0.50	215685	12/29/2015
318713	11/18/2015	HAND EQUIPMENT AND TOOLS	01-02-6360	\$ 34.99	215685	12/29/2015
318837	11/24/2015	BUILDING MAINTENANCE	01-17-6160	\$ 30.16	215685	12/29/2015
318983	12/3/2015	MATERIALS	01-03-6090	\$ 10.36	215685	12/29/2015
319187	12/10/2015	DRAINAGE PIPE	10-02-6320	\$ 76.85	215685	12/29/2015
319196	12/10/2015	METER/SUPPLIES	20-14-6320	\$ 0.99	215685	12/29/2015
319328	12/16/2015	PARKS-MISCELLANEOUS	01-03-6090	\$ 5.58	215685	12/29/2015
319384	12/18/2015	HAND TOOLS & EQUIPMENT	01-03-6360	\$ 1.99	215685	12/29/2015

		CMI		\$ 291.23		
		COLEMAN EQUIPMENT INC.				
13331	11/12/2015	EQUIPMENT MAINTENANCE	01-03-7670	\$ 3,293.91	215518	12/4/2015
12512	11/16/2015	EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 210.00	215686	12/29/2015
201960	11/17/2015	EQUIPMENT MAINTENANCE	01-02-7670	\$ 535.70	215686	12/29/2015

		COLEMAN EQUIPMENT INC.		\$ 4,039.61		
		CONTECH/KAHN CULVERT, INC				
IN00222924	12/22/2015	CULVERT 103 S HARRISON	10-02-6320	\$ 456.00	77652	12/29/2015
IN00222924	12/22/2015	CULVERT 404 W SMITH	10-02-6320	\$ 456.00	77652	12/29/2015
IN00222924	12/22/2015	CULVERT 608 W NICHOLS	10-02-6320	\$ 570.00	77652	12/29/2015

		CONTECH/KAHN CULVERT, IN		\$ 1,482.00		
		CREATIVE CARNIVALS & EVENTS				
7880	12/7/2015	HOMETOWN HOLIDAYS BALLOO	01-09-7335	\$ 270.00	77581	12/23/2015

		CREATIVE CARNIVALS & EVE		\$ 270.00		
		CROSS-MIDWEST TIRE CO.				
60229797	12/28/2015	VEHICLE MAINTENANCE	01-02-6150	\$ 21.50	215707	12/31/2015

		CROSS-MIDWEST TIRE CO.		\$ 21.50		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
40051	11/10/2015	DATA TECHNOLOGIES INC PERMITS MODULE JUNE-DEC	01-16-6130	\$ 291.62	215687	12/29/2015
40665	11/13/2015	2016 SUMMIT LICENSE/SUPP	01-11-6130	\$ 2,445.58	215687	12/29/2015
40665	11/13/2015	2016 SUMMIT LICENSE/SUPP	01-06-6130	\$ 1,683.26	215687	12/29/2015
40665	11/13/2015	2016 SUMMIT LICENSE/SUPP	01-16-6130	\$ 525.00	215687	12/29/2015
40665	11/13/2015	2016 SUMMIT LICENSE/SUPP	20-14-6130	\$ 3,721.02	215687	12/29/2015
40665	11/13/2015	2016 SUMMIT LICENSE/SUPP	25-15-6130	\$ 3,721.04	215687	12/29/2015
		DATA TECHNOLOGIES INC		\$ 12,387.52		
2323	12/6/2015	DEBBY GAGNON DEPOSIT REFUND	01-00-2050	\$ 75.00	77582	12/23/2015
		DEBBY GAGNON		\$ 75.00		
61029002	12/16/2015	DENNIS PROPERTIES, INC SEWER UTILITY SALES	20-14-4310	\$ 63.31	77583	12/23/2015
		DENNIS PROPERTIES, INC		\$ 63.31		
37314	12/10/2015	DIGITAL CONNECTIONS INC CMPTR EQPT MNTCE	01-09-6130	\$ 239.38	77584	12/23/2015
37314	12/10/2015	CMPTR EQPT MNTCE	01-13-6110	\$ 13.27	77584	12/23/2015
37314	12/10/2015	CMPTR EQPT MNTCE	01-05-7670	\$ 109.91	77584	12/23/2015
		DIGITAL CONNECTIONS INC		\$ 362.56		
151612	12/16/2015	DOUG & DEBBIE HURLEY SEWER UTILITY SALES	25-15-4310	\$ 56.76	77585	12/23/2015
		DOUG & DEBBIE HURLEY		\$ 56.76		
1161562942	11/16/2015	E EDWARDS WORK WEAR UNIFORMS	01-03-7680	\$ 171.92	77586	12/23/2015
1161562942	11/16/2015	UNIFORMS	25-15-7680	\$ 56.98	77586	12/23/2015
2011562942	12/1/2015	UNIFORMS	20-14-7680	\$ 34.78	77586	12/23/2015
		E EDWARDS WORK WEAR		\$ 263.68		
2110	12/19/2015	EDITH JACKSON DEPOSIT REFUND	01-00-2050	\$ 50.00	77587	12/23/2015
		EDITH JACKSON		\$ 50.00		
770	12/10/2015	EXACT MOBILE CONCRETE DRAINAGE PIPE	10-02-6320	\$ 362.60	77588	12/23/2015
		EXACT MOBILE CONCRETE		\$ 362.60		
29749	9/3/2015	FAMILY EYE CARE EYE BENEFIT J FINCH	01-18-5120	\$ 220.00	77589	12/23/2015
31027	11/9/2015	EYE BENEFIT - J SJORLAND	01-05-5120	\$ 250.00	77589	12/23/2015
		FAMILY EYE CARE		\$ 470.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
KC1114095	11/23/2015	FASTENAL COMPANY PARK SUPPLIES/MATERIALS	01-03-6330	\$ 2.02	215688	12/29/2015
KC1114385	12/8/2015	PARKS-MISCELLANEOUS	01-03-6090	\$ 71.32	215688	12/29/2015
		FASTENAL COMPANY		----- \$ 73.34		
S460014454	11/30/2015	FOLEY EQUIPMENT COMPANY EQUIPMENT MAINTENANCE	01-02-7670	\$ 439.21	215689	12/29/2015
		FOLEY EQUIPMENT COMPANY		----- \$ 439.21		
412970	10/6/2015	FOULSTON SIEKIN WATER RIGHTS REVIEW	20-14-7710	\$ 750.00	215690	12/29/2015
		FOULSTON SIEKIN		----- \$ 750.00		
2370	12/12/2015	FRED WAMBUA DEPOSIT REFUND	01-00-2050	\$ 75.00	77590	12/23/2015
		FRED WAMBUA		----- \$ 75.00		
09-4147B	10/22/2015	FREEDOM LAWN & LANDSCAPE CONTRACTUAL SERVICES	01-18-7740	\$ 1,000.00	215519	12/4/2015
09-4148B	10/22/2015	CONTRACTUAL SERVICES	01-18-7740	\$ 150.00	215519	12/4/2015
09-4149B	10/22/2015	CONTRACTUAL SERVICES	01-18-7740	\$ 200.00	215519	12/4/2015
09-4153B	11/6/2015	CONTRACTUAL SERVICES	01-18-7740	\$ 350.00	215519	12/4/2015
		FREEDOM LAWN & LANDSCAPE		----- \$ 1,700.00		
150111	11/4/2015	GARRETSON TOTH, LLC LEGAL SERVICES	01-06-7710	\$ 125.00	77591	12/23/2015
		GARRETSON TOTH, LLC		----- \$ 125.00		
151812	12/18/2015	GENE'S EXCAVATING PAY EST 4-FINAL	80-00-7760	\$ 13,233.08	77592	12/23/2015
152315	11/23/2015	EST WOLF CREEK BENE DIST	80-00-7760	\$ 13,233.07	77653	12/29/2015
		GENE'S EXCAVATING		----- \$ 26,466.15		
287340-PA	11/23/2015	GERKEN RENT-ALL CONTRACTUAL SERVICES	47-00-7740	\$ 200.00	77593	12/23/2015
290061-PA	12/12/2015	HEATER RENTAL	01-09-7335	\$ 207.00	77593	12/23/2015
290061-PA	12/12/2015	RESTROOM RENTAL	01-09-7335	\$ 240.00	77593	12/23/2015
290113-PA	12/9/2015	PORTABLE RESTROOM RENTAL	01-03-7240	\$ 110.00	77593	12/23/2015
290114-PA	12/9/2015	PORTABLE RESTROOM RENTAL	01-03-7240	\$ 110.00	77593	12/23/2015
		GERKEN RENT-ALL		----- \$ 867.00		
PR20151204	12/4/2015	H KENT HOLLINS Garnishment	01-00-2040	\$ 100.40	77565	12/11/2015
PR20151218	12/18/2015	Garnishment	01-00-2040	\$ 75.87	77569	12/24/2015
		H KENT HOLLINS		----- \$ 176.27		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
51021121-8	12/11/2015	HAWC STATE FEE-WATER APPROPRI	20-14-7210	\$ 54,447.64	77594	12/23/2015
		HAWC		\$ 54,447.64		
3811633	12/11/2015	HAWKINS INC POLYMER	25-15-6340	\$ 2,088.50	77654	12/29/2015
		HAWKINS INC		\$ 2,088.50		
E887361	12/28/2015	HD SUPPLY WATERWORKS, LTD FIRE HYDRANT	20-14-6310	\$ 1,695.00	77655	12/29/2015
		HD SUPPLY WATERWORKS, LT		\$ 1,695.00		
1537332	11/18/2015	HERITAGE TRACTOR, INC EQUIPMENT MAINTENANCE	01-03-7670	\$ 15.11	77595	12/23/2015
		HERITAGE TRACTOR, INC		\$ 15.11		
938381-000	11/17/2015	INDUSTRIAL SALES COMPANY DRAINAGE PIPE	10-02-6320	\$ 1,816.85	77596	12/23/2015
938381-001	12/4/2015	STORM PIPE FOR CMI PROJE	10-02-6320	\$ 1,558.25	77596	12/23/2015
		INDUSTRIAL SALES COMPANY		\$ 3,375.10		
153015	11/30/2015	INTEGRITY LOCATING UTILITY LOCATING SERVICE	20-14-7740	\$ 700.00	77597	12/23/2015
153015	11/30/2015	UTILITY LOCATING SERVICE	25-15-7740	\$ 700.00	77597	12/23/2015
153015	11/30/2015	UTILITY LOCATING SERVICE	01-02-7740	\$ 700.00	77597	12/23/2015
		INTEGRITY LOCATING		\$ 2,100.00		
PR20151204	12/4/2015	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 20,200.56	1282994	12/11/2015 E
PR20151204	12/4/2015	FED/FICA TAX	20-00-2020	\$ 2,084.52	1282994	12/11/2015 E
PR20151204	12/4/2015	FED/FICA TAX	25-00-2020	\$ 1,583.10	1282994	12/11/2015 E
PR20151211	12/11/2015	FED/FICA TAX	01-00-2020	\$ 39.58	1282998	12/11/2015 E
PR20151218	12/18/2015	FED/FICA TAX	01-00-2020	\$ 17,575.94	1283035	12/24/2015 E
PR20151218	12/18/2015	FED/FICA TAX	20-00-2020	\$ 1,576.41	1283035	12/24/2015 E
PR20151218	12/18/2015	FED/FICA TAX	25-00-2020	\$ 1,541.03	1283035	12/24/2015 E
		INTERNAL REVENUE SERVICE		\$ 44,601.14		
6190	11/27/2015	J & M UNDERGROUND STREET MATERIALS	10-02-6330	\$ 580.00	77598	12/23/2015
		J & M UNDERGROUND		\$ 580.00		
151412	12/14/2015	J.STEVEN NEIGHBORS LEGAL SERVICES	01-06-7710	\$ 175.00	77656	12/29/2015
		J.STEVEN NEIGHBORS		\$ 175.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
30178004	12/16/2015	JACOB PROTHE SEWER UTILITY SALES	20-14-4310	\$ 76.90	77599	12/23/2015
		JACOB PROTHE		\$ 76.90		
8116480	12/22/2015	JCI INDUSTRIES, INC EQUIPMENT MAINTENANCE	20-14-7670	\$ 890.00	77657	12/29/2015
		JCI INDUSTRIES, INC		\$ 890.00		
151811	11/18/2015	JIM HENDERSHOT REIMBURSMENT	01-16-6050	\$ 65.90	215520	12/4/2015
151811	11/18/2015	ICC ANNUAL BUSINESS MTG REIMBURSMENT	01-16-7640	\$ 79.03	215520	12/4/2015
		JIM HENDERSHOT		\$ 144.93		
150212	12/2/2015	JO CO COUNCIL OF MAYORS HOLIDAY SOCIAL	01-07-6091	\$ 443.92	77600	12/23/2015
		JO CO COUNCIL OF MAYORS		\$ 443.92		
19658	12/11/2015	JORDAN MURPHY BOND REFUND	01-00-2200	\$ 30.00	77601	12/23/2015
		JORDAN MURPHY		\$ 30.00		
2356	12/12/2015	JUDY WATTERSON DEPOSIT REFUND	01-00-2050	\$ 75.00	77602	12/23/2015
		JUDY WATTERSON		\$ 75.00		
3755	9/21/2015	K&W UNDERGROUND TELEPHONE/COPMMUNICATION	25-15-7622	\$ 250.00	77603	12/23/2015
3755	9/21/2015	TELEPHONE/COPMMUNICATION	01-13-7622	\$ 250.00	77603	12/23/2015
		K&W UNDERGROUND		\$ 500.00		
PR20151204	12/4/2015	KAHRS LAW OFFICES, P.A. GARNISHMENT	01-00-2040	\$ 100.40	77566	12/11/2015
PR20151218	12/18/2015	GARNISHMENT	01-00-2040	\$ 75.87	77570	12/24/2015
		KAHRS LAW OFFICES, P.A.		\$ 176.27		
PR20151204	12/4/2015	KANSAS PAYMENT CNTR CHILD SUPPORT 1	01-00-2040	\$ 158.31	77564	12/11/2015
PR20151218	12/18/2015	CHILD SUPPORT 1	01-00-2040	\$ 158.31	77568	12/24/2015
		KANSAS PAYMENT CNTR		\$ 316.62		
152511	11/25/2015	KCP&L (18095 W 199TH ST) ELECTRIC SERVICE	01-02-7626	\$ 20.71	1283012	12/11/2015 E
		18095 W 199TH ST SIREN		\$ 20.71		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
152511	11/25/2015	KCP&L (18539 WOODLAND RD) ELECTRIC SERVICE 18539 WOODLAND RD	25-15-7626	\$ 99.47	1283019	12/11/2015	E
		KCP&L (18539 WOODLAND RD)		\$ 99.47			
152511	11/25/2015	KCP&L (18700 W 191ST ST) ELECTRICITY	25-15-7626	\$ 117.40	1283013	12/11/2015	E
		KCP&L (18700 W 191ST ST)		\$ 117.40			
153011	11/30/2015	KCP&L (18899 S LONE ELM) ELECTRIC SERVICE 18899 S LONE ELM RD	25-15-7626	\$ 131.44	1283015	12/11/2015	E
		KCP&L (18899 S LONE ELM)		\$ 131.44			
153011	11/30/2015	KCP&L (20281 LONE ELM RD) ELECTRIC SERVICE 20281 LONE ELM RD	01-02-7626	\$ 21.01	1283014	12/11/2015	E
		KCP&L (20281 LONE ELM RD)		\$ 21.01			
151012	12/10/2015	KCP&L (20700 W 223) ELECTRIC SERVICE 20700 W 223	20-14-7626	\$ 59.88	1283060	12/22/2015	E
		KCP&L (20700 W 223)		\$ 59.88			
151412	12/15/2015	KCP&L (20900 SYCAMORE DR) ELECTRIC SERVICE 20900 SYCAMORE DR	01-12-7626	\$ 2,452.89	1283057	12/22/2015	E
		KCP&L (20900 SYCAMORE DR)		\$ 2,452.89			
		KCP&L (22012 VICTORY RD)					
151012	12/10/2015	KCP&L (22012 VICTORY RD) ELECTRIC SERVICE 22012 VICTORY RD	01-02-7626	\$ 20.58	1283058	12/22/2015	E
		KCP&L (22012 VICTORY RD)		\$ 20.58			
150912	12/9/2015	KCP&L (22470 S FRANKLIN) ELECTRIC SERVICE 22470 S FRANKLIN	01-03-7626	\$ 18.46	1283020	12/11/2015	E
		KCP&L (22470 S FRANKLIN)		\$ 18.46			
151412	12/14/2015	KCP&L (22785 W 220) ELECTRIC SERVICE 22785 W 220	25-15-7626	\$ 1,431.35	1283056	12/22/2015	E
		KCP&L (22785 W 220)		\$ 1,431.35			

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
151112	12/11/2015	KCP&L (23 16 08 16 W/P) ELECTRIC SERVICE 23 16 08 16 WATER PUMP	20-14-7626	\$ 55.92	1283061	12/22/2015	E
		KCP&L (23 16 08 16 W/P)		\$ 55.92			
150912	12/9/2015	KCP&L (613 S RACE ST) ELECTRIC SERVICE 613 S RACE ST	01-04-7626	\$ 262.25	1283018	12/11/2015	E
		KCP&L (613 S RACE ST)		\$ 262.25			
151012	12/10/2015	KCP&L (797A S WEBSTER) ELECTRIC SERVICE 797A S WEBSTER XMAS LIGH	01-02-7626	\$ 19.74	1283059	12/22/2015	E
		KCP&L (797A S WEBSTER)		\$ 19.74			
150812	12/8/2015	KCP&L (WATER DP03) ELECTRIC SERVICE 22711 WOODLAND WATER DPO	25-15-7626	\$ 1,200.59	1283017	12/11/2015	E
		KCP&L (WATER DP03)		\$ 1,200.59			
150812	12/8/2015	KCP&L (WOODLAND W/W) ELECTRIC SERVICE 22711 WOODLAND WATER WAS	25-15-7626	\$ 5,281.54	1283016	12/11/2015	E
		KCP&L (WOODLAND W/W)		\$ 5,281.54			
MS-001491	12/22/2015	KCPL ELECTRICITY	01-02-7626	\$ 286.64	77658	12/29/2015	
		KCPL		\$ 286.64			
		KEY EQUIPMENT & SUPPLY CO					
244658	11/6/2015	JET TRUCK REPAIR - PUMP	25-15-7670	\$ 75.00	77604	12/23/2015	
244658	11/6/2015	JET TRUCK REPAIR - PUMP	20-14-7670	\$ 75.00	77604	12/23/2015	
244658	11/6/2015	JET TRUCK REPAIR - PUMP	01-02-7670	\$ 75.00	77604	12/23/2015	
244812	11/25/2015	JET TRUCK RENTAL	25-15-7260	\$ 2,500.00	77604	12/23/2015	
244813	11/18/2015	VAC TRUCK RENTAL NOV 18-	01-02-7660	\$ 2,500.00	77604	12/23/2015	
244889	12/3/2015	JET TRUCK RENTAL	25-15-7260	\$ 2,500.00	77604	12/23/2015	
244931	12/8/2015	CREDIT FOR VAC TRUCK REN	01-02-7660	\$ (1,250.00)	77604	12/23/2015	
244976	12/8/2015	VACUUM TRUCK REPAIRS	20-14-7670	\$ 1,081.36	77659	12/29/2015	
244976	12/8/2015	VACUUM TRUCK REPAIRS	25-15-7670	\$ 1,081.36	77659	12/29/2015	
244976	12/8/2015	VACUUM TRUCK REPAIRS	01-02-7670	\$ 1,081.35	77659	12/29/2015	
		KEY EQUIPMENT & SUPPLY C		\$ 9,719.07			
2367	12/19/2015	KIM SOUDERS DEPOSIT REFUND	01-00-2050	\$ 150.00	77605	12/23/2015	
		KIM SOUDERS		\$ 150.00			

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
		KP&F					
PR20151204	12/4/2015	KP&F LIFE	01-00-2030	\$ 44.40	1282996	12/11/2015	E
PR20151204	12/4/2015	KP&F	01-00-2030	\$ 8,519.65	1282996	12/11/2015	E
PR20151218	12/18/2015	KP&F	01-00-2030	\$ 7,131.21	1283037	12/24/2015	E

		KP&F		\$ 15,695.26			
		KPERS					
PR20151204	12/4/2015	KPERS TIER 1	01-00-2030	\$ 3,884.58	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS TIER 1	20-00-2030	\$ 918.13	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS TIER 1	25-00-2030	\$ 381.56	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS LIFE	01-00-2030	\$ 121.65	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS LIFE	20-00-2030	\$ 30.20	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS LIFE	25-00-2030	\$ 13.15	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS post 7/09	01-00-2030	\$ 2,899.38	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS post 7/09	25-00-2030	\$ 486.97	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS TIER 3	01-00-2030	\$ 398.89	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS TIER 3	20-00-2030	\$ 201.36	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS D&D	01-00-2030	\$ 464.01	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS D&D	20-00-2030	\$ 72.32	1282993	12/11/2015	E
PR20151204	12/4/2015	KPERS D&D	25-00-2030	\$ 56.11	1282993	12/11/2015	E
PR20151211	12/11/2015	KPERS post 7/09	01-00-2030	\$ 40.06	1282997	12/11/2015	E
PR20151211	12/11/2015	KPERS D&D	01-00-2030	\$ 2.59	1282997	12/11/2015	E
PR20151218	12/18/2015	KPERS TIER 1	01-00-2030	\$ 3,948.85	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS TIER 1	20-00-2030	\$ 751.04	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS TIER 1	25-00-2030	\$ 348.61	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS post 7/09	01-00-2030	\$ 2,682.46	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS post 7/09	25-00-2030	\$ 528.12	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS TIER 3	01-00-2030	\$ 398.89	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS TIER 3	20-00-2030	\$ 231.81	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS D&D	01-00-2030	\$ 454.15	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS D&D	20-00-2030	\$ 63.50	1283034	12/24/2015	E
PR20151218	12/18/2015	KPERS D&D	25-00-2030	\$ 56.64	1283034	12/24/2015	E

		KPERS		\$ 19,435.03			
		KS ASSOCIATION CITY MGMT					
16-181	12/21/2015	2016 FULL KACM MEMBERSHI	01-01-7630	\$ 70.00	77606	12/23/2015	

		KS ASSOCIATION CITY MGMT		\$ 70.00			
		KS DEPT OF REV					
152812	12/28/2015	SALES TAX	20-00-2060	\$ 2,086.70	1283046	12/28/2015	E

		KS DEPT OF REV		\$ 2,086.70			
		KS STATE TREASURER					
150312	12/3/2015	COURT REINSTATEMENT	01-00-2206	\$ 236.00	77607	12/23/2015	
150312	12/3/2015	JUDICIAL BRANCH SURCHARG	01-00-2206	\$ 66.00	77607	12/23/2015	
150312	12/3/2015	JUDICIAL BRANCH TRAINING	01-00-2202	\$ 19.50	77607	12/23/2015	
150312	12/3/2015	LAW ENFORCEMENT TRAINING	01-00-2201	\$ 780.00	77607	12/23/2015	
150312	12/3/2015	DUI FEES	01-00-2208	\$ 579.50	77607	12/23/2015	

		KS STATE TREASURER		\$ 1,681.00			

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
151511	11/15/2015	KS WATER PROTECTION FEE WATER PROTECTION FEE	20-14-7220	\$ 2,095.31	77660	12/29/2015	
		KS WATER PROTECTION FEE		\$ 2,095.31			
		KS WITHHOLDING TAX					
PR20151204	12/4/2015	STATE TAX	01-00-2020	\$ 2,797.52	1282992	12/11/2015	E
PR20151204	12/4/2015	STATE TAX	20-00-2020	\$ 254.82	1282992	12/11/2015	E
PR20151204	12/4/2015	STATE TAX	25-00-2020	\$ 165.66	1282992	12/11/2015	E
PR20151218	12/18/2015	STATE TAX	01-00-2020	\$ 2,365.01	1283033	12/24/2015	E
PR20151218	12/18/2015	STATE TAX	20-00-2020	\$ 191.52	1283033	12/24/2015	E
PR20151218	12/18/2015	STATE TAX	25-00-2020	\$ 172.55	1283033	12/24/2015	E
		KS WITHHOLDING TAX		\$ 5,947.08			
		KUTAK ROCK LLP					
150212	12/2/2015	ANNUAL MARKET DISCLOSURE EMMA FILING	01-09-7710	\$ 1,500.00	77608	12/23/2015	
151812	12/18/2015	COST OF INSURANCE-LEASE	83-00-7710	\$ 5,000.00	77608	12/23/2015	
		KUTAK ROCK LLP		\$ 6,500.00			
		L & K GROUP HOLDINGS, LLC					
151511	11/15/2015	TRASH PAYABLE	01-00-2080	\$ 39,890.24	215521	12/4/2015	
5AX00022	10/31/2015	REFUSE	25-15-7628	\$ 1,735.52	215521	12/4/2015	
5BX00020	11/30/2015	REFUSE	25-15-7628	\$ 3,385.59	215691	12/29/2015	
5BX00338	11/30/2015	PAY TO THROW SHEETS	01-00-1365	\$ 270.00	215691	12/29/2015	
		L & K GROUP HOLDINGS, LL		\$ 45,281.35			
		LEAGUE OF KS MUNICIPALITI					
16-114	12/1/2015	MEMBERSHIP DUES	01-09-7630	\$ 2,929.13	77609	12/23/2015	
16-114	12/1/2015	SUBSCRIPTION GOV JOURNAL	01-09-7630	\$ 160.00	77609	12/23/2015	
		LEAGUE OF KS MUNICIPALIT		\$ 3,089.13			
		LINDA MOORE					
2296	12/19/2015	DEPOSIT REFUND	01-00-2050	\$ 75.00	77610	12/23/2015	
2297	12/26/2015	DEPOSIT REFUND	01-00-2050	\$ 75.00	77661	12/29/2015	
		LINDA MOORE		\$ 150.00			
		LINEAGE					
363148	6/4/2015	CMPTR EQPT MNTCE	01-09-6130	\$ 359.00	77662	12/29/2015	
363148	6/4/2015	CMPTR EQPT MNTCE	20-14-6130	\$ 359.00	77662	12/29/2015	
363148	6/4/2015	CMPTR EQPT MNTCE	25-15-6130	\$ 359.00	77662	12/29/2015	
CM13160	12/8/2015	CMPTR EQPT MNTCE	01-09-6130	\$ (40.00)	77662	12/29/2015	
		LINEAGE		\$ 1,037.00			
		LOGAN CONTRACTORS SUPPLY,					
R46728	11/17/2015	EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 192.50	77611	12/23/2015	
		LOGAN CONTRACTORS SUPPLY		\$ 192.50			

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2326	11/19/2015	LORI ANDERSON DEPOSIT REFUND	01-00-2050	\$ 75.00	77612	12/23/2015
		LORI ANDERSON		\$ 75.00		
150610E	10/6/2015	LOWE LAW FIRM, LLP GOLF CORPORATION	01-09-7999	\$ 1,599.85	215522	12/4/2015
150610F	10/6/2015	LEGAL SERVICES	01-09-7710	\$ 375.00	215522	12/4/2015
150911	11/9/2015	GENERATOR CONTRACTS	01-09-7710	\$ 129.00	215522	12/4/2015
150911	11/9/2015	GENERATOR CONTRACTS	20-14-7710	\$ 129.00	215522	12/4/2015
150911	11/9/2015	GENERATOR CONTRACTS	25-15-7710	\$ 129.50	215522	12/4/2015
150911A	11/9/2015	MID-AM STREET VACATION	01-16-7710	\$ 162.50	215522	12/4/2015
150911B	11/9/2015	WEBSTER ST ACCEL LANE	01-16-7710	\$ 25.00	215522	12/4/2015
150911C	11/9/2015	WOODLAND RIDGE VI	01-16-7710	\$ 125.00	215522	12/4/2015
150911D	11/9/2015	STANTEC AGREEMENT	01-02-7710	\$ 352.80	215522	12/4/2015
150911E	11/9/2015	LEGAL SVCS VERIZON/AGC	20-14-7710	\$ 626.00	215522	12/4/2015
150911F	11/9/2015	BNSF IMPR. PROJECT	20-14-7710	\$ 269.25	215522	12/4/2015
150911F	11/9/2015	BNSF IMPR. PROJECT	25-15-7710	\$ 269.25	215522	12/4/2015
150911G	11/9/2015	UTILITY LOCATE SERVICE	20-14-7710	\$ 250.00	215522	12/4/2015
150911G	11/9/2015	UTILITY LOCATE SERVICE	25-15-7710	\$ 250.00	215522	12/4/2015
150911H	11/9/2015	SYCAMORE LAKE EST	01-16-7710	\$ 311.50	215522	12/4/2015
150911I	11/9/2015	CROSSING TAX FORECLOSURE	01-16-7710	\$ 488.30	215522	12/4/2015
150911J	11/9/2015	SHRC CONTRACT	01-09-7710	\$ 100.00	215522	12/4/2015
150911K	11/9/2015	RETAINER	01-01-7710	\$ 3,000.00	215522	12/4/2015
150911L	11/9/2015	HAMMONDS V SH	01-09-7710	\$ 212.50	215522	12/4/2015
150911M	11/9/2015	GOLF CORPORATION	01-09-7999	\$ 100.00	215522	12/4/2015
150911N	11/9/2015	ROSE PARK	01-16-7710	\$ 191.50	215522	12/4/2015
150911O	11/9/2015	WILSON ST PH 3	76-00-7710	\$ 37.90	215522	12/4/2015
150911P	11/9/2015	STAFF CONFERENCES	01-09-7710	\$ 287.50	215522	12/4/2015
150911Q	11/9/2015	LEGAL SERVICES	20-14-7710	\$ 50.00	215522	12/4/2015
150911Q	11/9/2015	LEGAL SERVICES	25-15-7710	\$ 50.00	215522	12/4/2015
150412	12/4/2015	GOLF CORPORATION/GOLF CO	01-09-7999	\$ 209.20	215692	12/29/2015
150412A	12/4/2015	HAMMOND VS SH	01-09-7710	\$ 462.50	215692	12/29/2015
150412B	12/4/2015	RETAINER	01-01-7710	\$ 3,000.00	215692	12/29/2015
150412C	12/4/2015	LEGAL SERVICES VERIZON/A	01-09-7710	\$ 508.00	215692	12/29/2015
150412D	12/4/2015	SUDDENLINK FRANCHISE	01-09-7710	\$ 162.50	215692	12/29/2015
150412E	12/4/2015	CROSSING RAX FORECLOSURE	01-16-7710	\$ 198.00	215692	12/29/2015
150412F	12/4/2015	CREATIVE DISPLAYS	01-09-7710	\$ 62.50	215692	12/29/2015
150412G	12/4/2015	GENERATOR CONTRACTS	01-09-7710	\$ 76.20	215692	12/29/2015
150412G	12/4/2015	GENERATOR CONTRACTS	20-14-7710	\$ 76.20	215692	12/29/2015
150412G	12/4/2015	GENERATOR CONTRACTS	25-15-7710	\$ 76.20	215692	12/29/2015
150412H	12/4/2015	VERIZON TOWER LEASE REVI	01-09-7710	\$ 218.00	215692	12/29/2015
150412I	12/4/2015	TAYLOR OIL VS SH	01-09-7710	\$ 239.10	215692	12/29/2015
150412J	12/4/2015	WESTLAKE PARK	62-00-7730	\$ 62.50	215692	12/29/2015
150412K	12/4/2015	WILSON ST PH 3	76-00-7710	\$ 277.60	215692	12/29/2015
150412L	12/4/2015	STAFF CONFERENCE	01-09-7710	\$ 250.00	215692	12/29/2015
150412M	12/4/2015	MEADOWS	01-16-7710	\$ 490.00	215692	12/29/2015
150412N	12/22/2015	BNSF IMPROVEMENT PROJECT	20-14-7710	\$ 83.05	215692	12/29/2015
150412N	12/22/2015	BNSF IMPROVEMENT PROJECT	25-15-7710	\$ 83.05	215692	12/29/2015
		LOWE LAW FIRM, LLP		\$ 16,055.95		
3398	11/18/2015	LUCAS TOWING TOW FOR TRUCK 204	01-02-6150	\$ 128.00	77613	12/23/2015
		LUCAS TOWING		\$ 128.00		

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2151207-06	12/10/2015	LYNN CARD COMPANY HOSPITALITY	01-05-6091	\$ 90.95	77663	12/29/2015
		LYNN CARD COMPANY		\$ 90.95		
152212	12/22/2015	MADISON AVENUE PERFORMING SPONSORSHIP	01-10-7750	\$ 100.00	77614	12/23/2015
		MADISON AVENUE PERFORMIN		\$ 100.00		
19658	12/3/2015	MADISON BELCHER BOND REFUND	01-00-2200	\$ 120.00	77615	12/23/2015
		MADISON BELCHER		\$ 120.00		
11150440	11/1/2015	MAJESTIC FRANCHSING Janitor	01-05-7610	\$ 240.00	215523	12/4/2015
KC11150667	11/12/2015	JANITORIAL SERVICES	01-13-7610	\$ 275.00	215523	12/4/2015
SC10150439	11/1/2015	JANITORIAL SERVICE	01-05-7610	\$ 240.00	215523	12/4/2015
SC11150668	11/12/2015	JANITORIAL SERVICE	01-17-7610	\$ 340.00	215523	12/4/2015
KSC1215043	12/1/2015	JANITORIAL SERVICE	01-05-7610	\$ 240.00	215537	12/7/2015
KC12150649	12/11/2015	JANITORIAL SERVICES	01-13-7610	\$ 220.00	215693	12/29/2015
SC12150430	12/4/2015	CIVIC CENTER JANITORIAL	01-13-7610	\$ 995.00	215693	12/29/2015
SC12150650	12/11/2015	COMMUNITY CENTER JANITOR	01-17-7610	\$ 425.00	215693	12/29/2015
		MAJESTIC FRANCHSING		\$ 2,975.00		
1083	12/2/2015	MANNING ELECTRIC EQUIPMENT MAINTENANCE	20-14-7670	\$ 875.00	77616	12/23/2015
		MANNING ELECTRIC		\$ 875.00		
2298	12/26/2015	MARY FUHR DEPOSIT REFUND	01-00-2050	\$ 75.00	77664	12/29/2015
		MARY FUHR		\$ 75.00		
60511103	12/16/2015	MARYANNE DARST, INC SEWER UTILITY SALES	20-14-4310	\$ 23.28	77617	12/23/2015
		MARYANNE DARST, INC		\$ 23.28		
151510	12/22/2015	MELANIE LANDIS MILEAGE REFUND	01-11-6050	\$ 22.65	215694	12/29/2015
151510	12/22/2015	MILEAGE REFUND	01-11-6050	\$ 22.65	215694	12/29/2015
		MELANIE LANDIS		\$ 45.30		
2411	12/13/2015	MELINDA FOSTER DEPOSIT REFUDN	01-00-2050	\$ 100.00	77618	12/23/2015
		MELINDA FOSTER		\$ 100.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		METLIFE SMALL BUSINESS CE				
150112	12/1/2015	GROUP BENEFITS	01-05-5120	\$ 146.62	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-02-5120	\$ 34.46	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	20-14-5120	\$ 45.56	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-03-5120	\$ 34.46	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-11-5120	\$ 44.40	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-08-5120	\$ 22.78	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-01-5120	\$ 22.20	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-13-5120	\$ 22.20	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-16-5120	\$ 35.04	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	25-15-5120	\$ 33.88	77619	12/23/2015
150112	12/1/2015	GROUP BENEFITS	01-17-5120	\$ 11.68	77619	12/23/2015

		METLIFE SMALL BUSINESS C		\$ 453.28		
		MIAMI COUNTY SHERIFF OFFI				
15744824	12/16/2015	PRISONER BOARDING	01-06-7120	\$ 160.00	77665	12/29/2015

		MIAMI COUNTY SHERIFF OFF		\$ 160.00		
		MICRO CENTER				
5915028	11/14/2015	COMPUTER EQUIPMENT	01-09-8120	\$ 364.95	215524	12/4/2015

		MICRO CENTER		\$ 364.95		
		MICROCOMM				
0038620-IN	11/30/2015	EQUIPMENT MAINTENANCE	25-15-7670	\$ 480.00	77620	12/23/2015
0038662-IN	12/10/2015	EQUIPMENT MAINTENANCE	20-14-7670	\$ 480.00	77620	12/23/2015

		MICROCOMM		\$ 960.00		
		MID-STATES MATERIALS, LLC				
52914	11/17/2015	EQUIPMENT MAINTENANCE	25-15-7670	\$ 442.05	77621	12/23/2015
		MID-STATES MATERIALS, LLC				
53024	11/24/2015	GRAVEL FOR CMI STORM PIP	10-02-6320	\$ 1,283.24	77621	12/23/2015
53235	12/8/2015	GRAVEL FOR 220TH ST	10-02-6330	\$ 2,286.96	77621	12/23/2015
53362	12/15/2015	GRAVEL FOR CMI PROJECT	10-02-6330	\$ 1,522.62	77666	12/29/2015
53363	12/15/2015	GRAVEL FOR CMI PROJECT	10-02-6330	\$ 765.81	77666	12/29/2015
53498	12/22/2015	GRAVEL FOR CMI PROJECT	10-02-6330	\$ 663.36	77666	12/29/2015
53499	12/22/2015	GRAVEL FOR CMI PROJECT	10-02-6330	\$ 481.71	77666	12/29/2015

		MID-STATES MATERIALS, LL		\$ 7,445.75		
		MIDWEST PUBLIC RISK				
B015TH	11/1/2015	INSURANCE PREMIUM	01-00-2060	\$ 50,278.48	215525	12/4/2015
B015TH	11/1/2015	INSURANCE PREMIUM	20-00-2061	\$ 4,752.47	215525	12/4/2015
B015TH	11/1/2015	INSURANCE PREMIUM	25-00-2060	\$ 1,708.84	215525	12/4/2015
B017WP	12/1/2015	HEALTH INSURANCE LIABILI	01-00-2060	\$ 48,743.86	215695	12/29/2015
B017WP	12/1/2015	HEALTH INSURANCE LIABILI	20-00-2061	\$ 4,752.47	215695	12/29/2015
B017WP	12/1/2015	HEALTH INSURANCE LIABILI	25-00-2060	\$ 1,708.84	215695	12/29/2015

		MIDWEST PUBLIC RISK		\$ 111,944.96		

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2357	12/20/2015	NANCY SCHARLFER DEPOSIT REFUND	01-00-2050	\$ 50.00	77622	12/23/2015
		NANCY SCHARLFER		\$ 50.00		
297707	12/19/2014	NAPA SPRING HILL, LLC VEHICLE MAINTENANCE/SUPP	20-14-6150	\$ 6.74	77623	12/23/2015
297707	12/19/2014	OIL-COMMUNITY DEV. VEHIC	01-16-6140	\$ 24.52	77623	12/23/2015
297707	12/19/2014	BATTERY/SUPPLIES-COMMUNI	01-16-6150	\$ 125.58	77623	12/23/2015
299873	3/6/2015	VEHICLE SUPPLIES-OIL	01-16-6140	\$ 23.52	77623	12/23/2015
309586	11/24/2015	EQUIPMENT MAINTENANCE	01-03-7670	\$ 3.96	77623	12/23/2015
309928	12/4/2015	EQUIPMENT MAINTENANCE	01-02-7670	\$ 14.64	77623	12/23/2015
		NAPA SPRING HILL, LLC		\$ 198.96		
151211	11/12/2015	NATALIE LAZENBY EDU REIMBURSEMENT	01-08-7650	\$ 1,070.00	215526	12/4/2015
152112	12/21/2015	EDUCATION REIMBURSEMENT	01-08-7650	\$ 430.00	215696	12/29/2015
		NATALIE LAZENBY		\$ 1,500.00		
IN-177155	11/24/2015	NATIONAL SIGN COMPANY INC SIGNS	10-02-6310	\$ 174.00	215697	12/29/2015
IN-177156	11/24/2015	SIGNS	10-02-6310	\$ 1,616.40	215697	12/29/2015
		NATIONAL SIGN COMPANY IN		\$ 1,790.40		
089360-001	12/17/2015	NAVRAT'S OFFICE PRODUCTS DELINQUENT FORMS	20-14-6120	\$ 247.60	77624	12/23/2015
089360-001	12/17/2015	DELINQUENT FORMS	25-15-6110	\$ 247.59	77624	12/23/2015
		NAVRAT'S OFFICE PRODUCTS		\$ 495.19		
312648	11/13/2015	NIFFIE PRINTING NO 10 ENVELOPES	01-09-6110	\$ 78.25	77625	12/23/2015
312679	12/4/2015	BANNER FOR HOMETOWN HOLI	01-09-7335	\$ 65.00	77625	12/23/2015
312680	12/3/2015	ADVERTISING & PROGRAMS	01-09-7335	\$ 581.00	77625	12/23/2015
		NIFFIE PRINTING		\$ 724.25		
2570	12/11/2015	NIPS LLC STORM BOX - CMI PROJECT	10-02-6320	\$ 2,575.00	77626	12/23/2015
		NIPS LLC		\$ 2,575.00		
26781	11/14/2015	O'DONNELL AND SONS CONSTR STREET MATERIALS	10-02-6330	\$ 38.89	77627	12/23/2015
		O'DONNELL AND SONS CONST		\$ 38.89		
153009	9/30/2015	OCCUPTIONAL HEALTH CENTER WORK COMP	01-02-7130	\$ 163.23	77628	12/23/2015
		OCCUPTIONAL HEALTH CENTE		\$ 163.23		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		OFFICE MAX				
50210	11/20/2015	OFFICE SUPPLIES-REBATE	01-09-6110	\$ (83.23)	215527	12/4/2015
575888	11/5/2015	OFFICE SUPPLIES	01-03-6110	\$ 3.60	215527	12/4/2015
575889	11/5/2015	OFFICE SUPPLIES	01-13-6110	\$ 15.28	215527	12/4/2015
926016	11/16/2015	OFFICE SUPPLIES	01-09-6110	\$ 185.22	215527	12/4/2015
929800	11/16/2015	OFFICE SUPPLIES	01-09-6110	\$ 8.22	215527	12/4/2015
66011	11/24/2015	OFFICE SUPPLIES	01-13-6110	\$ 27.40	215698	12/29/2015
68951	12/15/2015	OFFICE SUPPLIES	01-13-6110	\$ 2.40	215698	12/29/2015
68952	12/15/2015	OFFICE SUPPLIES	01-13-6110	\$ 8.36	215698	12/29/2015
154042	12/2/2015	OFFICE SUPPLIES	01-13-6110	\$ 52.80	215698	12/29/2015
243949	12/8/2015	FINGER PRINTING HAND WIP	01-06-6110	\$ 43.87	215698	12/29/2015
243949	12/8/2015	OFFICE SUPPLIES	01-09-6110	\$ 106.76	215698	12/29/2015
416490	12/17/2015	OFFICE SUPPLIES-CITY HAL	01-09-6110	\$ 220.84	215698	12/29/2015
520853	11/25/2015	OFFICE SUPPLIES	01-09-6110	\$ 21.77	215698	12/29/2015
496067	12/23/2015	OFFICE SUPPLIES	01-13-6110	\$ 34.33	215708	12/31/2015

		OFFICE MAX		\$ 647.62		
		OLATHE WINWATER WORKS				
106553 00	11/13/2015	METERS/SUPPLIES	20-14-6320	\$ 178.96	77629	12/23/2015

		OLATHE WINWATER WORKS		\$ 178.96		
		PACE ANALYTICAL SERVICES,				
156194481	12/8/2015	LAB ANALYSIS	25-15-7250	\$ 204.00	77630	12/23/2015
156195707	12/28/2015	LAB ANALYSIS	25-15-7250	\$ 321.00	77667	12/29/2015
156195710	12/28/2015	LAB ANALYSIS	25-15-7250	\$ 201.00	77667	12/29/2015

		PACE ANALYTICAL SERVICES		\$ 726.00		
		PEARL STOUT				
18173502	12/16/2015	SEWER UTILITY SALES	25-15-4310	\$ 76.04	77631	12/23/2015

		PEARL STOUT		\$ 76.04		
		PONZER - YOUNGQUIST				
153009	9/30/2015	GOLF COURSE	01-09-7999	\$ 423.00	215528	12/4/2015
153009	9/30/2015	CIVIC CENTER SECURITY	01-09-7730	\$ 67.50	215528	12/4/2015
153009	9/30/2015	ESTATES OF WOLF CREEK	01-13-7730	\$ 135.00	215528	12/4/2015
153009	9/30/2015	ROSE PARK	01-16-7730	\$ 350.50	215528	12/4/2015
153009	9/30/2015	BNSF UTILITY ADJUSTMENT	01-09-7730	\$ 1,589.60	215528	12/4/2015
153009A	9/30/2015	TANK PAINTING	74-00-7730	\$ 338.09	215528	12/4/2015
153009B	9/30/2015	BNSF UTILITY ADJ/FINAL D	84-00-7730	\$ 6,755.00	215528	12/4/2015
		PRELIM				
153110	10/31/2015	WOODLAND RIDGE VI	01-16-7730	\$ 405.00	215528	12/4/2015
153110	10/31/2015	BNSF STORM	27-20-8530	\$ 288.00	215528	12/4/2015
153110	10/31/2015	CITY LIMITS	01-09-7730	\$ 270.00	215528	12/4/2015
153110	10/31/2015	POCKET LAYERS	01-16-7730	\$ 135.00	215528	12/4/2015
153110	10/31/2015	WEST LAKE PARK ACCESS RD	62-00-7730	\$ 153.00	215528	12/4/2015
153110	10/31/2015	183RD ST.SANITARY SEWER	25-15-7730	\$ 135.00	215528	12/4/2015
153110	10/31/2015	ROSE PARK	01-16-7730	\$ 222.82	215528	12/4/2015
153110B	10/31/2015	DESIGN-BNSF UTILITY ADJ	84-00-7730	\$ 6,755.00	215528	12/4/2015
11	11/30/2015	MEADOWS I & II	01-16-7730	\$ 67.50	215699	12/29/2015
11	11/30/2015	VILLAGE ON VICTORY	01-16-7730	\$ 540.00	215699	12/29/2015
11	11/30/2015	WOODLAND RIDGE LAKE	01-16-7730	\$ 220.50	215699	12/29/2015
11	11/30/2015	VILLAGE ON VICTORY III	01-16-7730	\$ 135.00	215699	12/29/2015
11	11/30/2015	STORAGE TANK	20-14-7730	\$ 153.00	215699	12/29/2015

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
11	11/30/2015	LUMBER YARD	01-09-7730	\$ 604.30	215699	12/29/2015
152311	11/23/2015	EST WOLF CREEK BENE DIST	80-00-7760	\$ 13,233.07	215699	12/29/2015
153011	11/30/2015	ACCELERATION LANE DESIGN	85-00-7730	\$ 4,225.00	215709	12/31/2015
153011	11/30/2015	PARK ACCESS ROAD	62-00-7730	\$ 4,225.00	215709	12/31/2015

		PONZER - YOUNGQUIST		\$ 41,425.88		

54373359	11/27/2015	PRAXAIR DISTRIBUTION INC. EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 103.46	77632	12/23/2015

		PRAXAIR DISTRIBUTION INC		\$ 103.46		

		PUR - O - ZONE				
684437	12/4/2015	JANITORIAL SUPPLIES	01-17-7610	\$ 276.91	77633	12/23/2015
684437	12/4/2015	JANITORIAL SUPPLIES	01-04-7610	\$ 300.73	77633	12/23/2015

		PUR - O - ZONE		\$ 577.64		

		QUILL				
1085873	12/2/2015	OFFICE SUPPLIES	01-05-6110	\$ 33.74	77634	12/23/2015
1472022	12/15/2015	OFFICE SUPPLIES	01-05-6110	\$ 129.46	77668	12/29/2015
1532420	12/16/2015	OFFICE SUPPLIES	01-05-6110	\$ 19.98	77668	12/29/2015
1537129	12/16/2015	OFFICE SUPPLIES	01-05-6110	\$ 51.97	77668	12/29/2015
1550645	12/16/2015	OFFICE SUPPLIES	01-05-6110	\$ 51.43	77668	12/29/2015

		QUILL		\$ 286.58		

		REILLY & SONS, INC				
234911	11/2/2015	INSURANCE	01-08-7130	\$ 648.00	77635	12/23/2015
234912	11/2/2015	INSURANCE	01-11-7130	\$ 694.00	77635	12/23/2015

		REILLY & SONS, INC		\$ 1,342.00		

		REJIS COMMISSION				
45707	12/14/2015	MEMBERSHIP DUES	01-05-7630	\$ 39.86	77669	12/29/2015

		REJIS COMMISSION		\$ 39.86		

		RICHARD & PATRICIA SNELL				
151408	8/14/2015	LAND ACQUISITION	76-00-8111	\$ 2,160.00	77670	12/29/2015

		RICHARD & PATRICIA SNELL		\$ 2,160.00		

		RSC COMMUNICATIONS INC				
79639	12/1/2015	RADIO SYSTEM REPAIR	01-02-7670	\$ 337.50	77636	12/23/2015
79639	12/1/2015	RADIO SYSTEM REPAIR	01-03-7670	\$ 337.50	77636	12/23/2015
79639	12/1/2015	RADIO SYSTEM REPAIR	20-14-7670	\$ 337.50	77636	12/23/2015
79639	12/1/2015	RADIO SYSTEM REPAIR	25-15-7670	\$ 337.50	77636	12/23/2015

		RSC COMMUNICATIONS INC		\$ 1,350.00		

		RURAL WATER DISTRICT #2 M				
153011	11/30/2015	WATER PURCHASES	20-14-7200	\$ 53.20	77637	12/23/2015

		RURAL WATER DISTRICT #2		\$ 53.20		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
153011	11/30/2015	SAM'S CLUB HOMETOWN HOLIDAYS	01-03-8530	\$ 42.59	1283070	12/28/2015 E
		SAM'S CLUB		\$ 42.59		
24	11/2/2015	SAVAGE HOLDINGS CONTRACTUAL SERVICES	01-16-7740	\$ 216.92	215529	12/4/2015
		SAVAGE HOLDINGS		\$ 216.92		
11755	12/22/2015	SCHREIBER CLARIFIER BRIDGE WHEEL	25-15-7670	\$ 1,546.00	77671	12/29/2015
		SCHREIBER		\$ 1,546.00		
B04209541	11/11/2015	SHI INTERNATIONAL CORP LICENSES	20-14-6130	\$ 169.00	215530	12/4/2015
B04209541	11/11/2015	LICENSES BOYER	25-15-6130	\$ 169.05	215530	12/4/2015
		SHI INTERNATIONAL CORP		\$ 338.05		
153011	11/30/2015	SHIRT HOLE UNIFORMS - PLANNING DEPT	01-16-7680	\$ 23.45	77638	12/23/2015
		SHIRT HOLE		\$ 23.45		
152109	9/21/2015	SHOEMAKER COLLISION INS CLAIM ANIMAL CONTROL	01-18-6150	\$ 6,236.94	77639	12/23/2015
		SHOEMAKER COLLISION		\$ 6,236.94		
151811	11/18/2015	SIMPLIFILE DOCUMENT RECORDING FEES	01-00-2400	\$ 200.00	215531	12/4/2015
151612	12/16/2015	DOCUMENT RECORDING FEES	01-00-2400	\$ 400.00	215700	12/29/2015
		SIMPLIFILE		\$ 600.00		
96329A	5/16/2014	SMITH & LOVELESS, INC. EQUIPMENT MAINTENANCE	25-15-7670	\$ 25.00	77640	12/23/2015
		SMITH & LOVELESS, INC.		\$ 25.00		
20151030	10/30/2015	SPRING HILL OIL (CH) Gasoline	01-05-6140	\$ 1,926.78	215532	12/4/2015
20151130	12/1/2015	GASOLINE	01-05-6140	\$ 2,056.11	215538	12/7/2015
153011	11/30/2015	FUEL-COMMUNITY DEVELOPME	01-16-6140	\$ 115.32	215701	12/29/2015
153011	11/30/2015	FUEL-CITY HALL TAURUS	01-01-6140	\$ 23.95	215701	12/29/2015
		SPRING HILL OIL (CH)		\$ 4,122.16		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		SPRING HILL OIL (CITY)				
153011	11/30/2015	FUEL-STREETS	01-02-6140	\$ 726.36	215702	12/29/2015
153011	11/30/2015	FUEL-PW ADMIN	01-13-6140	\$ 38.05	215702	12/29/2015
153011	11/30/2015	FUEL-PARKS	01-03-6140	\$ 246.49	215702	12/29/2015
153011	11/30/2015	FUEL-WATER	20-14-6140	\$ 251.26	215702	12/29/2015
153011	11/30/2015	FUEL-WASTEWATER	25-15-6140	\$ 172.88	215702	12/29/2015
153011	11/30/2015	PROPANE-PARKS	01-03-7624	\$ 324.75	215702	12/29/2015
153011	11/30/2015	PROPANE-WASTEWATER	25-15-7624	\$ 64.95	215702	12/29/2015
153011	11/30/2015	PROPANE-WATER	20-14-7624	\$ 64.95	215702	12/29/2015

		SPRING HILL OIL (CITY)		\$ 1,889.69		
		STAPLES				
8037050572	12/4/2015	OFFICE SUPPLIES	01-09-6110	\$ 102.71	215703	12/29/2015
8037143256	12/11/2015	OFFICE SUPPLIES-CITY HAL	01-09-6110	\$ 10.68	215703	12/29/2015

		STAPLES		\$ 113.39		
		STEPHEN MITCHELL				
1808	12/27/2015	DEPOSIT REFUND	01-00-2050	\$ 50.00	77672	12/29/2015

		STEPHEN MITCHELL		\$ 50.00		
		STEVE STECKENRIDER				
1933	11/26/2015	DEPOSIT REFUND	01-00-4230	\$ 75.00	77641	12/23/2015

		STEVE STECKENRIDER		\$ 75.00		
		SYLVIA COLBURN				
2320	12/18/2015	DEPOSIT REFUND	01-00-2050	\$ 50.00	77642	12/23/2015

		SYLVIA COLBURN		\$ 50.00		
		TASER INTERNATIONAL				
1420556	12/4/2015	EQUIPMENT MAINTENANCE	01-05-7670	\$ 177.71	77643	12/23/2015

		TASER INTERNATIONAL		\$ 177.71		
		TED PHILLIPS				
19262	12/14/2015	BOND REFUND	01-00-2200	\$ 300.00	77644	12/23/2015

		TED PHILLIPS		\$ 300.00		
		TERRY DUNCAN				
2273	12/5/2015	DEPOSIT REFUND	01-00-2050	\$ 75.00	77645	12/23/2015

		TERRY DUNCAN		\$ 75.00		
		THE QUILTED SUNFLOWER				
10	11/1/2015	ACO SHIRTS	01-18-7110	\$ 30.00	77646	12/23/2015
12	12/23/2015	UNIFORM SHIRT LOGOS	01-16-7680	\$ 100.00	77673	12/29/2015
		COMMUNITY DEVELOPMENT				

		THE QUILTED SUNFLOWER		\$ 130.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
125002	11/2/2015	VALIDITY SCREENING PROFESSIONAL SERVICES	01-11-7740	\$ 123.20	215533	12/4/2015	
		VALIDITY SCREENING		\$ 123.20			
		VERIZON WIRELESS					
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-01-7622	\$ 51.80	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-02-7622	\$ 68.88	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-03-7622	\$ 51.80	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-04-7622	\$ 61.80	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-05-7622	\$ 665.84	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-08-7622	\$ 51.80	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-11-7622	\$ 183.62	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-13-7622	\$ 68.88	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-16-7622	\$ 93.05	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	20-14-7622	\$ 71.80	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	01-12-7622	\$ 51.80	1283047	12/11/2015	E
9756097561	11/23/2015	TELEPHONE/COMMUNICATIONS	25-15-7622	\$ 123.63	1283047	12/11/2015	E
		VERIZON WIRELESS		\$ 1,544.70			
		VISA 0001					
151201	12/8/2015	GASOLINE	01-05-6140	\$ 31.00	1283006	12/8/2015	E
151201	12/8/2015	VEHICLE REPAIR 854	01-05-6150	\$ 9.82	1283006	12/8/2015	E
		VISA 0001		\$ 40.82			
		VISA 0011					
150112	12/1/2015	HOSPITALITY	01-11-6091	\$ 24.93	1283044	12/8/2015	E
150112	12/1/2015	TRAVEL-LASERFICHE CONF.	01-11-6050	\$ 284.96	1283044	12/8/2015	E
		VISA 0011		\$ 309.89			
		VISA 0019					
150112	12/1/2015	BUSINESS LUNCH	01-07-6091	\$ 57.00	1283077	12/8/2015	E
		VISA 0019		\$ 57.00			
		VISA 0028					
150112	12/1/2015	VISA PYMT-PERMIT TECH EX	01-16-7640	\$ 189.00	1283009	12/8/2015	E
		VISA 0028		\$ 189.00			
		VISA 0037					
150112	12/1/2015	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 253.75	1283001	12/8/2015	E
150112	12/1/2015	#105 PROLINE TIRE	01-03-7670	\$ 46.28	1283001	12/8/2015	E
150112	12/1/2015	#116 REPLACEMENT POWER C	01-03-7670	\$ 17.99	1283001	12/8/2015	E
		VISA 0037		\$ 318.02			
		VISA 0043					
151201	12/8/2015	UNIT 858	01-05-6150	\$ 47.98	1283008	12/8/2015	E
151201	12/8/2015	OFFICE SUPPLIES	01-05-6110	\$ 20.97	1283008	12/8/2015	E
151201	12/8/2015	OFFICE SUPPLIES	01-05-6110	\$ 13.25	1283008	12/8/2015	E
151201	12/8/2015	UNIT 854 REPAIR	01-05-6150	\$ 5.62	1283008	12/8/2015	E
		VISA 0043		\$ 87.82			

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
		VISA 0050					
150112	12/1/2015	WATER	01-17-6090	\$ 6.99	1283000	12/8/2015	E
150112	12/1/2015	WATER	25-15-6090	\$ 6.99	1283000	12/8/2015	E
150112	12/1/2015	SHOP BUILDING MATERIALS	01-02-6160	\$ 229.50	1283000	12/8/2015	E
150112	12/1/2015	PAD LOCK KEYS	01-02-6360	\$ 341.46	1283000	12/8/2015	E
150112	12/1/2015	JANITORIAL SUPPLIES	01-17-7610	\$ 15.94	1283000	12/8/2015	E
150112	12/1/2015	WATER	01-17-6090	\$ 20.97	1283000	12/8/2015	E

		VISA 0050		\$ 621.85			
		VISA 0068					
150112	12/1/2015	HAND TOOLS/EQUIPMENT	25-15-6360	\$ 13.98	1283002	12/8/2015	E
150112	12/1/2015	POSTAGE FOR KDHE WATER S	20-14-6020	\$ 19.15	1283002	12/8/2015	E
150112	12/1/2015	TRAINING & SEMINARS	20-14-7640	\$ 11.61	1283002	12/8/2015	E
150112	12/1/2015	TRAINING & SEMINARS	25-15-7640	\$ 11.61	1283002	12/8/2015	E
150112	12/1/2015	TRAINING & SEMINARS	01-02-7640	\$ 11.61	1283002	12/8/2015	E
150112	12/1/2015	TRAINING & SEMINARS	01-03-7640	\$ 11.61	1283002	12/8/2015	E
150112	12/1/2015	TRAINING & SEMINARS	01-13-7640	\$ 11.61	1283002	12/8/2015	E
150112	12/1/2015	PART FOR JET TRUCK	25-15-7670	\$ 15.99	1283002	12/8/2015	E
150112	12/1/2015	UNIFORMS	20-14-7680	\$ 160.00	1283002	12/8/2015	E
150112	12/1/2015	REFUND OF TAX	25-15-7670	\$ (1.35)	1283002	12/8/2015	E
150112	12/1/2015	EQUIPMENT MAINTENANCE	20-14-7670	\$ 59.97	1283002	12/8/2015	E
150112	12/1/2015	EQUIPMENT MAINTENANCE	20-14-7670	\$ 1.60	1283002	12/8/2015	E
150112	12/1/2015	EQUIPMENT MAINTENANCE	20-14-7670	\$ 10.35	1283002	12/8/2015	E
150112	12/1/2015	SUPPLIES FOR PW OFFICE	01-13-6090	\$ 86.17	1283002	12/8/2015	E
150112	12/1/2015	SUPPLIES FOR UTILITY DIV	25-15-6090	\$ 29.71	1283002	12/8/2015	E
150112	12/1/2015	SUPPLIES FOR UTILITY DIV	20-14-6090	\$ 29.71	1283002	12/8/2015	E
150112	12/1/2015	EQUIPMENT MAINTENANCE	20-14-7670	\$ 4.04	1283002	12/8/2015	E
150112	12/1/2015	POSTAGE FOR KDHE WATER S	20-14-6020	\$ 19.15	1283002	12/8/2015	E
150112	12/1/2015	SUPPLIES	20-14-6090	\$ 27.98	1283002	12/8/2015	E
150112	12/1/2015	#302 REPLACE ALTERNATOR	20-14-6150	\$ 169.47	1283002	12/8/2015	E
150112	12/1/2015	REPLACE BUILDING THERMOS	25-15-7670	\$ 24.99	1283002	12/8/2015	E
150112	12/1/2015	VEHICLE MAINTENANCE	25-15-6150	\$ 43.74	1283002	12/8/2015	E
150112	12/1/2015	MISCELLANEOUS	25-15-6090	\$ 11.49	1283002	12/8/2015	E

		VISA 0068		\$ 784.19			
		VISA 0076					
150112	12/1/2015	DAN'S TRAILER #204 REPAI	01-02-6150	\$ 887.99	1282999	12/8/2015	E
150112	12/1/2015	DAN'S TRAILER #202 REPAI	01-02-6150	\$ 90.00	1282999	12/8/2015	E
150112	12/1/2015	MASTER METER SUMP PUMP	20-14-7670	\$ 249.03	1282999	12/8/2015	E

		VISA 0076		\$ 1,227.02			
		VISA 0084					
151201	12/8/2015	UNIT 857 BATTERY	01-05-6150	\$ 100.29	1283007	12/8/2015	E
151201	12/8/2015	ACO TRUCK BATTERY	01-05-6150	\$ 156.75	1283007	12/8/2015	E

		VISA 0084		\$ 257.04			
		VISA 0092					
150112	12/1/2015	RIBBON CUTTING/CREATIVE	01-07-7750	\$ 31.98	1283076	12/8/2015	E
150112	12/1/2015	OFFICE SUPPLIES	01-09-6110	\$ 99.00	1283076	12/8/2015	E
150112	12/1/2015	EMPLOYMENT ADVERTISING	01-08-7120	\$ 25.00	1283076	12/8/2015	E
150112	12/1/2015	EMPLOYMENT ADVERTISING	01-08-7120	\$ 25.00	1283076	12/8/2015	E

		VISA 0092		\$ 180.98			

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE	
		VISA 0143					
150112	12/1/2015	HOMETOWN HOLIDAYS SANTA	01-09-7335	\$ 319.75	1283078	12/8/2015	E
150112	12/1/2015	HOMETOWN HOLIDAYS LIGHTI	47-00-8110	\$ 596.00	1283078	12/8/2015	E
150112	12/1/2015	LODGING-CITY CLERK ACADE	01-08-6050	\$ 213.16	1283078	12/8/2015	E
150112	12/1/2015	MEALS-CITY CLERK ACADEMY	01-08-6050	\$ 15.05	1283078	12/8/2015	E
150112	12/1/2015	HOMETOWN HOLIDAY WELCOME	01-10-7750	\$ 398.74	1283078	12/8/2015	E
150112	12/1/2015	MEETING REFRESHMENTS	01-07-6091	\$ 11.23	1283078	12/8/2015	E
150112	12/1/2015	OFFICE SUPPLIES	01-09-6110	\$ 6.00	1283078	12/8/2015	E
150112	12/1/2015	MEAL FOR FIRE AND POLICE	01-07-6091	\$ 139.98	1283078	12/8/2015	E
150112	12/1/2015	NEW VEHICLE TAGS	01-03-6090	\$ 30.50	1283078	12/8/2015	E
150112	12/1/2015	NEW VEHICLE TAGS-2	01-05-6090	\$ 57.00	1283078	12/8/2015	E
150112	12/1/2015	LIGHTING SPONSOR	47-00-8110	\$ 146.41	1283078	12/8/2015	E
150112	12/1/2015	LIGHTING SPONSOR	47-00-8110	\$ 55.47	1283078	12/8/2015	E

		VISA 0143		\$ 1,989.29			
		WATER DISTRICT #7					
151712	12/17/2015	WATER UTILITIES	25-15-7620	\$ 18.03	77647	12/23/2015	

		WATER DISTRICT #7		\$ 18.03			
		WAYNE & ROBYN GETCHEL					
151408	8/14/2015	LAND ACQUISITION	76-00-8111	\$ 1,815.00	77674	12/29/2015	

		WAYNE & ROBYN GETCHEL		\$ 1,815.00			
		WESTAR ENERGY(GROUP BILL)					
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	01-02-7626	\$ 513.68	1283067	12/22/2015	E
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	01-03-7626	\$ 58.19	1283067	12/22/2015	E
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	01-09-7626	\$ 24.28	1283067	12/22/2015	E
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	01-12-7626	\$ 71.64	1283067	12/22/2015	E
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	01-17-7626	\$ 1,519.86	1283067	12/22/2015	E
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	20-14-7626	\$ 794.60	1283067	12/22/2015	E
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	25-15-7626	\$ 743.26	1283067	12/22/2015	E
150412	12/4/2015	ELECTRIC SERVICE GROUP BILL	01-05-7626	\$ 538.58	1283067	12/22/2015	E

		WESTAR ENERGY(GROUP BILL)		\$ 4,264.09			
		WESTAR ENERGY(ST. LIGHTS)					
150412	12/4/2015	ELECTRIC SERVICE STREET LIGHTS	01-02-7626	\$ 3,905.87	1283066	12/22/2015	E

		WESTAR ENERGY(ST. LIGHTS)		\$ 3,905.87			

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		WHITESELL OPTOMETRY				
34912210	10/22/2015	INSURANCE	01-11-7130	\$ 110.00	215534	12/4/2015
35789702	11/12/2015	INSURANCE	01-01-7130	\$ 103.15	215534	12/4/2015
36091336	11/8/2015	INSURANCE	01-01-7130	\$ 138.20	215534	12/4/2015

		WHITESELL OPTOMETRY		\$ 351.35		
		ZIP RECRUITER, INC				
595405	11/24/2015	LEGAL PUBLICATION	01-08-7120	\$ 590.00	77648	12/23/2015

		ZIP RECRUITER, INC		\$ 590.00		

		***** REPORT TOTAL *****		\$ 553,928.14		

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: JANUARY 14, 2016
DATE: JANUARY 7, 2016

Consent Action Item

Issue: Audit engagement for December 31, 2015 financials

Background: Each year the City engages in audit services with a certified public accounting firm for the purpose of auditing and preparing the City's financial statements. The objective of the audit is the expression of opinions as to whether the basic financial statements are fairly presented in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information.

Analysis: The City of Spring Hill has engaged auditing services with Mize Houser & Company (previously Lowenthal, Webb & Odermann, P.A.) since 2001. The engagement letter must first be accepted by the Council and signed by the mayor in order to secure an audit date for the December 31, 2015 financial statements. It is expected that the audit will be completed no later than mid-year 2016.

Alternatives:

1. Approve the engagement letter for the audit of fiscal year ending December 31, 2015.
2. Deny the engagement letter for the audit of fiscal year ending December 31, 2015.
3. Table the issue.

Legal Review: n/a

Funding Review or Budgetary Impact: This recommendation is being presented in accordance with Section 1.01C of the Spring Hill Purchasing Policy. This expenditure will be drawn from the General Fund under the General Obligation budget (01-09-7140).

Recommendation: Staff recommends that the Council approve the audit engagement with Mize Houser & Company for the year ending December 31, 2015.

Attachments:

- 1) Engagement Letter



MIZE HOUSER
COMPANY P.A.

December 9, 2015

Mayor and City Council
City of Spring Hill
PO Box 424
Spring Hill, KS 66083

We are pleased to confirm our understanding of the services we are to provide the City of Spring Hill, Kansas, (the City) for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2015.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: Management Discussion and Analysis, the OPEB information and the Pension Liability information.

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining statements and individual fund statements.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws and governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also compile the capital assets depreciation schedule for the year ended December 31, 2015, based on information provided by you.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information of the City's and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud and illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud and illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period; and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You have requested that we prepare the financial statements that are the subject matter of this audit and the capital assets depreciation schedule for the year ended December 31, 2015, hereinafter referred to as nonattest services. You are responsible for those financial statements and for the selection of useful lives, depreciation methods and capitalization thresholds used in this capital assets depreciation schedule. You agree to assume all management responsibilities for any nonattest services we provide, including our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. To mitigate these risks, we offer a method for you to send sensitive information to us securely and also one for us to securely send sensitive information to you. We strongly encourage the use of these secure methods, particularly for the transmission of Personally Identifiable Information (PII).

Audit Administration, Fees and Other

When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The workpapers for this engagement are our property and constitute confidential information. However, we may be requested to make certain workpapers available to others pursuant to authority given by law, regulation or other legal process. If requested, access to such workpapers will be provided under the supervision of firm personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to governmental agencies who may intend or decide to distribute the photocopies or information contained therein to others, including other governmental agencies. You agree to reimburse us for our personnel and other costs associated with our compliance with such requests. Our policy is to retain workpapers for five years after the engagement. During the term of this engagement, we agree to comply with the provisions of K.S.A. 44-1030.

You agree that the term "those charged with governance", as used in Statement on Auditing Standards No. 114 for defining our communication responsibilities under that standard, consists of the mayor, city council, and the city administrator.

It is understood that the services provided by our firm necessarily rely, to some extent, on information provided by your organization, including management representations, as well as information and documents. Accordingly, your organization indemnifies our firm and its owners and employees, and holds them harmless from all claims, liabilities, losses or costs in connection with services provided by our firm that are affected in any way by erroneous, misleading, or incomplete information furnished by your organization. This indemnification will survive any terminations under this letter.

Mize Houser & Company P.A. and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within the state and county of the Mize Houser & Company P.A. office servicing the City by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.

Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We agree that our gross fee, including all expenses, for the above services shall not exceed \$14,875, except as noted in the previous paragraph. If a single audit is required, our additional fee will not exceed \$1,500 and we will issue a revised engagement letter. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Spring Hill, Kansas and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MIZE HOUSER & COMPANY P.A.
Certified Public Accountants

By Audrey Odermann

RESPONSE:

This letter correctly sets forth the understanding of the City of Spring Hill, Kansas.

By: _____

Title: _____

Date: _____

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JONATHAN ROBERTS, ACTING DIRECTOR OF PUBLIC WORKS
MEETING DATE: JANUARY 14, 2016
DATE: NOVEMBER 20, 2015

Issue: Contract Approval -The City currently operates a total of twelve (12) backup generators at various facilities. Biannual maintenance is required. This Generator Maintenance Service contract is for the following generators:

- South Benefit #3 Lift Station	Cummins 450 KW Diesel Engine Generator
- Wastewater Treatment Facility	Generac 350 KW Diesel Engine Generator
- Strong Lift Station	Cummins 200 KW Diesel Engine Generator
- North Benefit 4.1 Lift Station	Cummins 150 KW Diesel Engine Generator
- Ocheltree Lift Station	Cummins 80 KW Diesel Engine Generator
- North Benefit 4.2 Lift Station	Cummins 50 KW Diesel Engine Generator
- Police Department Backup Generator	Kohler Power Systems Diesel Fuel 100 KW Generator
- North Lift Station	Kohler Power Systems 42 KW Natural Gas Engine Generator
- Northeast Generator	Generac 18 KW Natural Gas Engine Generator
- West Generator	Generac 18 KW Natural Gas Engine Generator
- Ground Storage Generator	Cummins 80 KW Diesel Engine Trailer Mounted
- City Hall Generator	Kohler Power Systems 100 KW Natural Gas/Propane Generator

Background: Some City Owned generator services have been outsourced in the past but this Maintenance Service contract includes **all City Owned generators**. Requests for proposals were received and opened on October 29, 2015. Four bids were received for biannual generator maintenance services with Cummins Central Power, LLC being the lowest best bid of \$6,397.59. The Council awarded the bid to Cummins Central Power, LLC on November 12, 2015. Staff is now seeking contract approval.

Analysis: Best management practices are to have all of the City's generators professionally "outsourced".

Alternatives: 1. Approve the *contract* for Bi-annual Generator Services with Cummins Central Power, LLC
2. Deny such;
3. Remand to staff for additional information.

Legal Review: Completed by City Attorney.

Funding Review or Budgetary Impact: The cost for these services will be charged to "Building Maintenance" line item which is 01-05-6160, "Equipment Maintenance" 20-14-7670, "Equipment Maintenance" 25-15-7670 and "Equipment Maintenance" 01-17-7670.

Recommendation: Motion to approve the contract for the Biannual Generator Service to Cummins Central Power, LLC.

Attachments: Cummins Central Power, LLC contract inclusive of bid; certificate of insurance.

GENERATOR SERVICE AGREEMENT

THIS CONTRACT is made between Cummins Central Power, LLC, a Nebraska limited liability company, authorized to do business in the State of Kansas, with an area address of 8201 NE Parvin Road, Kansas City, Missouri 64161 ("**Cummins**"), and the City of Spring Hill, Kansas, 401 North Madison Street, Spring Hill, Kansas 66083 ("**City**"), for the purpose of Cummins providing bi-annual inspection, maintenance, and service of twelve (12) generators ("**Generators**") owned by the City.

1. **Services to Be Provided.** Attached hereto is the Request For Proposal (RFP) # PW-016-001, with Cummins' signed bid on page 10 of the attachment ("**Attachment**"). The Attachment is incorporated by reference. During calendar year 2016, Cummins shall provide the services described on pages 1, 2, 3, and 4, and on the final two pages of the Attachment. Cummins will invoice City for services performed, in accordance with invoice requirements shown on page 6 of the Attachment. The total cost of the services for calendar year 2016 is \$6,397.59, as shown on page 10 of the Attachment.
2. **Termination.** In accordance with page 8 of the Attachment, the City may terminate this Agreement at any time for any reason, or no reason at all, on 30 days written notice by delivering a written notice of termination to Cummins. In the event of termination, the City shall pay Cummins for the reasonable value of those materials, work, labor, and services rendered and provided by Cummins through the date of termination.
3. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
4. **Amendment or Modification of Agreement.** Any amendment or modification of this Agreement shall be made only in writing, signed by City and Cummins.
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and Cummins on this subject, and as such is intended to be the exclusive statement of the promises, representations, and negotiations made in connection with the subject matter hereof.
6. **Time.** Time is of the essence of this Agreement.
7. **Waiver.** No waiver of any provision of this Agreement shall be effective unless agreed in writing by the party against whom such waiver is sought to be enforced. Waiver of any breach or default hereunder shall not constitute a waiver of any other default or breach, whether similar or otherwise.

8. **Applicable Law; Venue; Attorney Fees.** This Agreement is made in Kansas and is to be interpreted and enforced under Kansas law. Any litigation between the parties arising out of or related to this Agreement shall be brought only in the District Court of Johnson County, Kansas, and in no other court or location. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorneys' fees and expenses incurred in the litigation.
9. **Compliance With Kansas Acts Against Discrimination, and Other Discrimination Laws.** In accordance with page 8 of the Attachment, to the extent applicable, with respect to all work, labor, services and materials provided by Cummins under this Agreement, Cummins agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Cummins also agrees to require any subcontractor utilized by Cummins to perform work, labor, or services under this Agreement to agree, in writing and before undertaking to provide any such work, labor, or services, to comply with the Kansas Actions Against Discrimination requirements of K.S.A. 44-1030. Cummins agrees to indemnify and hold City harmless from any failure by Cummins to comply with all such requirements of this Section 9 of the Agreement.
10. **Insurance and Indemnity.** Cummins shall comply with the insurance requirements shown on pages 5 and 6 of the Attachment. Prior to providing any work, labor, services or supplies under this Agreement, Cummins shall provide City the certificates showing such insurance is in force. Cummins agrees to provide the indemnity to City described on page 6 of the Attachment.
11. **Quality of Goods and Services Provided by Cummins under Agreement.** All work, labor, and services provided by CK Power under the Agreement shall be performed in a workmanlike manner. All materials and goods provided by CK Power under the Agreement shall be of merchantable quality, and, as applicable, in good working order when installed and delivered to the City.
12. **Options to Renew.** The parties agree to the options to renew language on page 4 of the Attachment.

"CITY"

City of Spring Hill, Kansas, a municipality
organized under the State of Kansas

By: _____
Steven M. Ellis, Mayor

ATTEST:

By: _____
Natalie Lazenby, Deputy City Clerk

APPROVED AS TO FORM:

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

"CUMMINS"

Cummins Central Power, LLC, a Nebraska limited
liability company, authorized to do business in
Kansas


Douglas E. Haywood

By: _____

Capacity: PM Account Manager



REQUEST FOR PROPOSAL (RFP) # PW-016-001

AGREEMENT FOR BI-ANNUAL GENERATOR SERVICE WORK

Description Overview:

The City of Spring Hill Wastewater Treatment Facility and Sanitary Sewer Collection Systems operate and maintain several electrical backup generators to supply electricity to the Wastewater Treatment Facility and several Lift Stations during electrical power failure events. These generators require regular and routine maintenance and service work in order for them to operate and function properly when needed. We are seeking Service Proposals from qualified interested contractors to provide routine and regular service work for the following electrical backup generators:

- | | |
|--------------------------------------|---|
| - South Benefit #3 Lift Station | Cummins 450 KW Diesel Engine Generator |
| - Wastewater Treatment Facility | Generac 350 KW Diesel Engine Generator |
| - Strong Lift Station | Cummins 200 KW Diesel Engine Generator |
| - North Benefit 4.1 Lift Station | Cummins 150 KW Diesel Engine Generator |
| - Ocheltree Lift Station | Cummins 80 KW Diesel Engine Generator |
| - North Benefit 4.2 Lift Station | Cummins 50 KW Diesel Engine Generator |
| - Police Department Backup Generator | Kohler Power Systems Diesel Fuel 100 KW |
| - North Lift Station | Kohler Power Systems 42 KW Natural Gas Engine |
| - Northeast Generator | Generac 18 KW Natural Gas Engine Generator |
| - West Generator | Generac 18 KW Natural Gas Engine Generator |
| - Ground Storage Generator | Cummins 80 KW Diesel Engine Trailer Mounted |
| - City Hall Generator | Kohler Power Systems 100 KW Natural Gas/Propane Generator |

Contractors shall perform Bi-Annual inspections and maintenance of above equipment 2 times per year (one dry service and one wet service) at approximate 6 month intervals. The work above would be in accordance with the following terms and conditions, for a period of one (1) year throughout the calendar year 2016.

Definitions:

Dry Service: Complete electrical diagnostic checks on all electrical controls, circuits, gauges, and check all other components associated with the equipment for proper operation and functions, etc.

Wet Service: Replace all associated filters as well as similar components and replace engine oil. Lubricate any and all associated/applicable bearings.

SCOPE of WORK:

The following are minimum specifications established by the City of Spring Hill for purposes of this RFP. Contractors are discouraged from submitting bids for services that do not meet minimum specifications:

Level 1 Inspection / Dry Service; to be performed once during the year.

ENGINE ELECTRICAL (Starting System)

- ✓ Batteries – Check battery water level, age, specific gravity & perform load test. Clean exterior surface of battery as well as cables and posts.
- ✓ Alternator – Visually inspect alternator and belt. Measure & record alternator DC voltage output.
- ✓ Glow Plugs – Check for proper operation where applicable.
- ✓ Battery Charger – Visually inspect, measure & record DC voltage output.
- ✓ Starting Motor – Visually inspect, test for proper operation (performed during engine start).
- ✓ Spark Plugs – (where applicable) – Check spark plugs and spark plug wires condition & provide written recommendations for repair or replacement.
- ✓ Distributor Cap – (where applicable) – Inspect and provide written recommendations for repair or replacement.

GENERATOR:

- ✓ Windings – Visually inspect windings.
- ✓ Bearings – Inspect for proper lubrication.
- ✓ Brushes/Diodes – Visually inspect for wear.
- ✓ Leads/Connections – Visually inspect for loose connections.
- ✓ Circuit Breaker – Test for proper operation.
- ✓ Mounts/Bolts – Visually inspect for wear and/or damage.
- ✓ Noise – Annotate operational/audible noise indicators of mechanical malfunctions.

SAFETY CONTROLS / CONTROL PANEL:

- ✓ Voltage (where applicable) – Measure & record loaded & unloaded AC voltage.
- ✓ Frequency (where applicable) – Measure & record loaded & unloaded Hertz frequency.
- ✓ Amperage (where applicable) – Measure & record loaded amperage.
- ✓ Auto Start/Stop – Check for proper operation. If allowed, check for automatic start.
- ✓ Shutdowns – Visually inspect for wiring deterioration. Verify proper operation of shutdowns.
- ✓ Pre-alarms – Verify proper annunciation of pre-alarms.
- ✓ Remote Annunciator (where applicable) – Inspect for proper operation.

INSTRUMENTATION:

- ✓ Oil Pressure Gauge – Check for proper operation. Measure & record oil pressure PSI.
- ✓ Water Temperature Gauge – Check for proper operation. Measure & record water temperature in degrees Fahrenheit.
- ✓ Ammeter – Check for proper operation. Measure & record amperage in DC amps.
- ✓ AC Electric Meters – Check for proper operation. Adjust calibration if needed.
- ✓ Control Panel Wiring – Visually inspect for signs of wear & correct observed loose connections.

AIR INDUCTION & EXHAUST:

- ✓ Pre-cleaner – Visually inspect condition & clean when necessary.
- ✓ Air Filter – Inspect. Recommend replacement when necessary. Note condition of filter housing.
- ✓ Intake – Visually inspect & note condition of intake piping & gaskets.
- ✓ Turbocharger – Visually inspect turbocharger for leaks, physical condition, & annotate auditory indicators of wear.
- ✓ Exhaust/Silencer – Visually inspect for leaks & proper operation including rain cap (where applicable). Annotate anomalies in exhaust smoke.

LUBRICATION SYSTEM:

- ✓ Lubrication Oil – Check for proper oil levels.
- ✓ Crankcase Breather – Clean breather (where applicable). Annotate condition & any excessive blow by.
- ✓ Governor – Check oil level.
- ✓ Tubes, Lines, Seals, and Gaskets – Visually inspect for deterioration or indications of wear.

COOLING SYSTEM:

- ✓ Radiator – Visually inspect radiator core condition, annotate indications of coolant leakage or core blockage. Check coolant level.
- ✓ Radiator Cap – Check for indications of wear or leakage.
- ✓ Coolant – Measure & record antifreeze freeze point & PH level.
- ✓ Thermostat – Check for proper operation.
- ✓ Hoses – Visually inspect hoses, clamps, gaskets, and connections.
- ✓ Fan Assembly – Visually inspect fan, fan bearings, pulleys, and belts for indications of wear. Measure belt tension and adjust for proper operations. Annotate indications of wear.
- ✓ Water Pump – Visually inspect for proper operation, leaks, or audible indications of wear.
- ✓ Jacket Water Heater – Inspect for proper operation, and indication of wear on heater & associated hoses and clamps.

FUEL SYSTEM:

- ✓ Fuel Lines and Connections – Visually inspect for proper operation & indications of deterioration.
- ✓ Priming Pump (where applicable) – Verify proper operations & inspect for seal damage or deterioration.
- ✓ Fuel Filters – Visually inspect for damage, leaks, & proper operation.
- ✓ Governor & Controls – Inspect controls and linkage for proper operation.
- ✓ Carburetor/Mixer – Visually inspect and verify proper operation.
- ✓ Day Tank/Fuel Cell – Visually inspect for leaks and check for proper operation. Make note of water in fuel cell & level of fuel.

ATS:

- ✓ Wiring & Contacts – Visually inspect.
- ✓ Connections Temperature – Check temperature of connections with Infrared temperature gun.
- ✓ Contactor Operation – If allowed, perform simulated power failure to test operation of contactor.
- ✓ Timers and Controls – Observe all time delays during simulated test.

Level 2 Inspection / Wet Service; to be performed once during the year (Level 2 Inspection Includes all Level 1 inspection services):

- ✓ Fuel System – Fuel filter & fuel/water separator filter replacement. Check for proper seal & operation.
- ✓ Lubricating System – Replace oil filter. Inspect all gaskets & seals. Remove existing lubricating oil and dispose of properly. Fill with fresh/new engine oil per manufacturer specifications. Collect sample of used oil and submit to lab for analysis.
- ✓ Generator – Lubricate bearings if applicable.

OPTIONS TO RENEW:

By mutual consent of both parties consideration will be given to awarding up to two (2) extensions of the successful Proposal for Services. Each consideration shall be for a one year extension period.

No later than thirty (30) days prior to the completion date of the term for this Proposal and no earlier than sixty (60) days prior to its completion, the successful contractor shall at their discretion choose to request in writing a service contract extension. This request shall state any cost of doing business increases.

If the City of Spring Hill finds the extension request pricing acceptable and the service provider has performed service well, the City of Spring Hill may issue a letter of acceptance to renew the exact terms of the original proposal but amending the costs per extension request. A new Certificate of Liability Insurance will be required.

Insurance Requirements:

INSURANCE & INDEMNITY

1. INSURANCE

Proposer shall maintain at its own expense, throughout the duration of this contract, the coverages and limits as noted below. This coverage shall be placed with insurance company(ies) authorized to do business in the State of Kansas, rated "A" or better by A.M. Best, and name City, as additional insured only on the Commercial General Liability policy using the combination of ISO endorsements CG2010 (07/04) and CG2037 (07/04) or substitute forms providing equivalent coverage. Such coverage shall apply as primary insurance with respect to any other insurance afforded to City. Evidence of such insurance coverage in effect shall be provided to City's designated representative, in the form of a formal certificate of insurance executed by a licensed representative of the participating insurer(s), and must contain a clause granting at least 30 days prior written notice to City of any cancellation, non-renewal, lapse, or material alteration in coverage. City also reserves the right to obtain copies of any Proposer's policies to validate coverage in effect. Proposer shall not commence work until City has approved all insurance required.

a. Minimum Coverage & Limits of Liability Required:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

A combined single limit of liability as respects bodily injury, personal injury, advertising injury and property damage is to be provided in the amounts noted above. This coverage shall apply to all premises and operations of Proposer and its products and completed operations, and subcontractor(s) and consultants. Such coverage shall also include extensions to provide broad form property damage, explosion, collapse, and underground coverage, include employees as insureds, apply both on and away from the premises referred to in the contract, and contain a per job/per project aggregate endorsement. Pollution Liability must also be included or separate policy provided reflecting same limits, if applicable.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee - Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(3) PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS

\$1,000,000 Per Claim/ Aggregate

This coverage shall be written with a maximum deductible amount of \$10,000

b. Proposer shall require that all subcontractors utilized in the completion of the work maintain insurance protection comparable to that required of the Proposer.

- c. Proposer shall at its own expense, assume all responsibility for its equipment, tools, and other property used in the course of the performance of contract. Proposer will also assume full responsibility for his own and his employees own tools and equipment as well as for those tools and equipment of his subcontractors and their employees.

2. INDEMNITY

The services performed by the Proposer shall be at the risk of the Proposer exclusively. To the fullest extent permitted by law, Proposer agrees to indemnify, save and hold harmless, and defend City, its officers, Governing Body, and employees, from and against any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Proposer, his employees, agents, subcontractors and/or suppliers. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

Invoice Requirements:

The City of Spring Hill prefers to accept invoices electronically.

Please direct invoices to: accountspayable@springhillks.gov (this is a do-not-reply email address and no confirmation of receipt will be sent).

Invoices by U.S. Postal Service can be sent to: P.O. Box 424, Spring Hill, KS. 66083.

Please submit your W-9 form along with the service contract proposal.

Delivery Requirements:

The City expects this work will commence within the terms of the agreement upon execution of the Contract.

Contractor & Subcontractor Qualifications:

The City will expect that the Contractor - through their submittal of a proposal - will have the experience, equipment, personnel and project and work force leadership to provide the service to complete the project in a timely, quality manner within the expectations and scope described within this document.

A narrative description of experience - including a listing of similar projects completed in the last 1 year - shall be included in the submittal information. A listing of at least three (3) references of recent work/projects shall also be included. References shall include the agency for which work was performed, a contact person, contact person's address and daytime telephone number.

If the contractor intends to utilize services of a subcontractor(s), the subcontractors shall be listed and included in the submittal.

Proposal Submittal Information:

To be considered a valid proposal, the contractor must submit the following:

1. A statement of the Contractors qualifications including a personal and/or business resume' along with the names of the business owner(s), description of general business experience and any special expertise applicable to this proposal.
2. A statement that the contractor has or will obtain minimum levels of insurance coverage described within this document.
3. The name, address, and daytime telephone number of a contact person representing the contractor who shall serve as the primary contact for communications between the contractor and the City of Spring Hill.

Proposal Format:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's service proposal.

Fancy bindings, colored displays, or promotional materials are not required. Emphasis should be on the completeness and clarity of content. Respondents are responsible for assuming all costs associated with preparing and submitting proposals.

Proposals must contain accurate, complete, and "Lump Sum" cost information. A place for listing the Proposal Cost is at end of this RFP document.

Selection will be based on the contents of the proposals. Service Proposals become the property of the City of Spring Hill and will not be returned to the provider.

Submittal Deadline & Submittal Information:

To be eligible for consideration, proposals must be received by the City Clerk, Glenda Gerrity not later than Thursday, October 29th, 2015 at 9:00 A.M., CST. No late submittals will be accepted or considered.

Submittal Options: Contractors may use the U.S. Postal Service, and/or, any other hard copy delivery service. Submittals shall include a lump sum price for all work represented in this Request for Proposal Document RFP# PW-016-001 Agreement for Bi-annual Generator Service Work with attached documents; certificate of liability insurance, etc.. Individual envelopes containing one (1) original and one (1) copy of the signed proposals submitted must be sealed, addressed and marked as follows:

REQUEST FOR PROPOSAL - RFP# PW-016-001 Agreement for Bi-annual Generator Service Work – DO NOT OPEN UNTIL BID OPENING
City Clerk, Glenda Gerrity
City of Spring Hill
401 N. Madison - P.O. Box 424
Spring Hill, Kansas 66083

Those respondents mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal. If delivery is delayed beyond the date and hour set for receipt, the response will not be considered and will be returned unopened.

Contract Documents:

- (1) The successful bidder will be required to enter a written contract with the City after the City issues notice to that bidder that the bid has been accepted.
- (2) Such contract will, among other matters, provide that the City, at its option and for any reason or no reason at all, may terminate the contract on 30 days prior written notice to the successful bidder, paying bidder for its services provided to the City through the date of termination.
- (3) The contract will contain an agreement by the contractor to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination, and will require the contractor's subcontractors used on the project to agree in writing to comply with those requirements before commencing any work on the project.

Proposal Review & Award Schedule:

Proposals will be reviewed by city staff after the bid opening.

Proposals will be evaluated for compliance with criteria described within this document. A recommendation to award a Proposal will be presented to the City Administrator pending approval by the governing body at the earliest available City Council Meeting. The City reserves the right to reject any or all submittals (see below).

City Contact Person:

Any inquiries regarding this RFP or for additional information regarding the criteria, submittal requirements or deadline are to be made by contacting James E. Boyer, Superintendent of Utilities at (913) 592-2996.

Modifications to Proposals:

No oral, verbal or scratched out rewritten modifications of any submitted proposals will be considered. No Facsimile Proposal will be accepted.

Withdrawal of Proposal:

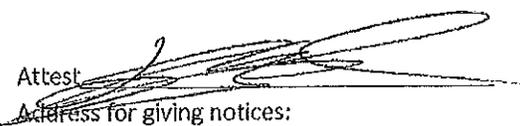
Any proposer may withdraw their proposal either personally, by written request, or electronically at any time prior to the time set on the submittal deadline. No proposal may be withdrawn or modified after the time set for the submittal deadline. All proposals must be viable and must be maintained in full force and effect for at least 120 days after the submission date.

City's Right to Reject Proposals:

The City reserves the right to reject any or all submittals as well as any part or parts thereof, and/or choose against the issuance of any contract at any time during the RFP process. Any financial investments by the respondent associated with a perception of City commitment to award a contract shall be fully borne by the proposer. Any false statements made by respondent(s) will void the response and eliminate the respondent from further consideration. Failure to comply with the instruction herein may be cause for rejection of submittals. Proposers are required to follow submittal requirements listed within this packet.

Contractor's Proposal amount for all services mentioned within the City's Request for Proposal - RFP# PW
016-001 Agreement for Bi-annual Generator Service Work \$ 6,397.59

Contractor: Cummins Central Power, LLC
By: Douglas E. Haywood
PM Account Manager

Attest 

Address for giving notices:

8201 NE Parvin Rd.
Kansas City, MO 64161

PH: 816-414-8266

FX: 816-414-8399

E: doug.haywood@cummins.com



**Cummins
Central
Power, LLC**

KANSAS CITY
8201 NE PARVIN ROAD
KANSAS CITY, MO 64161
Phone: 816-4148200

<u>Customer Address</u>	<u>Customer Contact</u>
CITY OF SPRING HILL	Contact: James Boyer
ATTN CITY CLERK	Phone: 913 592-2996
PO BOX 424	Fax: 913 592-3589
Spring Hill, KS 66083	Cust Id: 21921

<u>Site Information</u>					
1	CITY OF SPRING HILL	401 N MADISON	SPRING HILL	KS	66083
2	SPRING HILL WASTE WATER	22791 W. 220TH	SPRING HILL	KS	66083
3	CITY OF SPRING HILL	22711 S WOODLAND ROAD	SPRING HILL	KS	66083
4	CITY SPRING HILL POLICE	418 E NICHOLS ST.	SPRING HILL	KS	66083

<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	2	ONAN	PORTABLE	80.0DGDA	E920467427	ST
1	CITY HALL	KOHLER	100REZGD	100REZGD	SGM32C45W	GENERATOR/STB
1	NE LIFT	KOHLER	20RZ	20RZ	0740028	GENERATOR/STB
1	NORTH 4.1	ONAN	150DSHAA	100DSHAA	I070109275	GENERATOR/STB
1	NORTH 4.2	ONAN	50DGCA	50DGCA	I070109269	GENERATOR/STB
1	NORTH LIFT	KOHLER	45REZG	45REZG	SGM3244TS	GENERATOR/STB
1	OCHELTREE LIF	ONAN	80DSFAE	80DSFAE	I070109270	GENERATOR/STB
1	STRONG LIFT	ONAN	200DSHAC	200DSHAC	J070113993	GENERATOR/STB
1	WEST LIFT	DETROIT	20GS	20GS	2095163	GENERATOR/STB
2	3	ONAN	DFEJ 450	DFEJ 450	A070008403	GENSTBY
3	WASTE WATER (GENERAC	1446300200	1446300200	2061729	GENERATOR/STB
4	POLICE	KOHLER	100REOZJF	100REOZJF	SGM328FZ9	GENERATOR/STB

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	2	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	327.68	327.68
1	CITY HALL	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	224.00	224.00
1	NE LIFT	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	197.35	197.35
1	NORTH 4.1	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	435.41	435.41
1	NORTH 4.2	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	313.60	313.60
1	NORTH LIFT	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	277.83	277.83
1	OCHELTREE LIFT	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	380.26	380.26
1	STRONG LIFT	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	479.04	479.04



**Cummins
Central
Power, LLC**

<u>Customer Address</u>	<u>Customer Contact</u>
CITY OF SPRING HILL ATTN CITY CLERK PO BOX 424 Spring Hill, KS 66083	Contact: James Boyer Phone: 913 592-2996 Fax: 913 592-3589 Cust Id: 21921

1	WEST LIFT	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	197.35	197.35
2	3	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	805.96	805.96
3	WASTE WATER GEN	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	507.25	507.25
4	POLICE	INSPECTION (INSP)	1	156.80	156.80
		INSP WITH FULL SERVICE	1	370.26	370.26

THIS ONE-YEAR QUOTE IS FOR ONE SEMI-ANNUAL INSPECTION (DRY SERVICE) WITH ONE ANNUAL INSPECTION WITH FULL SERVICE (WET SERVICE). ALL SERVICES ARE QUOTED TO BE PERFORMED DURING REGULAR BUSINESS HOURS.

Proposal Total \$6,397.59



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2015

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

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

PRODUCER Aon Risk Services Northeast, Inc. 1660 W. 2nd Street, Suite 650 Cleveland, OH 44113	CONTACT NAME: A. I. King Insurance Agency, Inc. PHONE (A/C. No. Ext): 317-841-6004 E-MAIL ADDRESS: richard@aikinginsurance.com	FAX (A/C. No): 317-841-6006
	INSURER(S) AFFORDING COVERAGE	
INSURED Cummins Inc. 500 Jackson Street Mail Code 60805 Columbus IN 47201-6258	INSURER A: Old Republic Insurance Company	
	INSURER B: Zurich American Insurance Company	
	INSURER C: Lexington Insurance Company	
	INSURER D: American Zurich Insurance Company	
	INSURER E: Ace American Insurance Company	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 27517838

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MWZY 302202-15	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Phy Damage			BAP 9373582-12	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ Self Insured
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			62785312	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	WC 9373580-11	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Property Leased/Rented Equipment			FAZD38482646 FAZD38482646	8/1/2015 8/1/2015	8/1/2016 8/1/2016	Limit: \$10,000,000 Special Form including Earthquake & Flood Limit: \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL NAMED INSURED: Cummins Central Power, LLC.
 See Additional Remarks Schedule

CERTIFICATE HOLDER**CANCELLATION**

City of Spring Hill
 PO Box 424
 401 North Madison
 Spring Hill KS 66083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Trakimas

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ACORD 25 (2014/01)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cummins Inc. 500 Jackson Street Mail Code 60805 Columbus IN 47201-6258	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (01/14)

HOLDER: City of Spring Hill

ADDRESS: PO Box 424 401 North Madison Spring Hill KS 66083

PROFESSIONAL LIABILITY:
 OLD REPUBLIC INS. CO.
 POL NO. : MWZZ 305165
 EXP DATE: 6/16/2015 - 6/16/2016
 LIMIT : \$5,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations as required by written contract or agreement	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement	On File With Company

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JOHN BRANN, PONZER-YOUNGQUIST
MEETING DATE: JANUARY 14, 2016
DATE: JANUARY 7, 2016

Consent / Formal Action / Discussion Item: CONSENT

Issue: BNSF Utility Adjustments
Approval of Change Order No. 3

Background: The railroad required the city to make improvements to the existing storm sewer crossing on the south side of 207th Street. This casing is a combination of corrugated metal pipe and steel pipe. The initial investigation indicated a need for 65 feet of 32" steel casing on the east side of this crossing. This steel pipe would be inserted inside of the existing 36" corrugated metal storm sewer pipe and welded to the east end of the existing 36" steel pipe. This change was approved by change order No. 1 (attached). After approval of this change order and before the contractor order the steel pipe, we inspected the interior of the existing 36" CMP to make sure it was still round and would accept the insertion of the new 32" steel pipe. As a result of this inspection, we found the new steel pipe would have to be extended an additional 17 feet to extend beyond the last joint between pipes. This additional cost (\$6,000.00) was approved as part of change order No. 2 (attached). During the insertion of the 32" steel pipe, the existing 36" CMP was out of alignment just enough to prohibit the completion of the installation. To resolve the issue, the contractor, BNSF and our office all agreed that the existing 36" CMP would have to be removed, the 32" steel pipe inserted, as previously designed, and the trench filled with flowable fill. The cost of this change will be an additional \$5,400.00.

Analysis: The additional work to remove the existing 36" CMP prior to insertion of 32" steel pipe for the 207th Street storm sewer improvements will add an additional \$5,400.00 to the total the total contract amount. The net result of all change orders to date, including this proposed change order, is a total construction cost for the 207th Street storm water improvement in the amount of \$62,200.00. See the attached Change Order No. 3.

Funding Review or Budgetary Impact: This change order amounts to a total increase in project cost of \$5,400.00 or 2.06%. To date, the overall change in the project cost, with approval of this change order, will be an increase of \$63,725.00.00 or 24.26%.

Recommendation: We recommend the Council approve Change Order No. 3 in the amount of \$5,400.00 for the removal of the existing 36" CMP to accommodate the insertion of the 32" steel pipe.

Attachments: Change Order No. 1, Change Order No. 2 and Change Order No. 3.

CONTRACT CHANGE ORDER

Owner: CITY OF SPRING HILL, KS **Date:** 11/12/15
Job No.: 246-215072.2

Project: BNSF Utility Adjustments **Change Order No.:** 1

Contractor: WESTLAND CONSTRUCTION, INC. **Completion Dates:**
 20510 163rd Street **Substantial:** 10/10/15
 Basehor, KS 66007 **Final:** 10/25/15

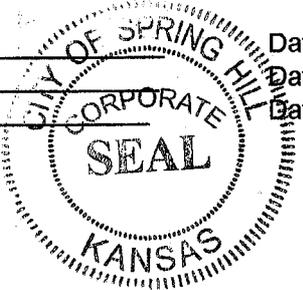
You are hereby directed to make the following changes to the subject Contract Documents:

Item (a)	Description (b)	Increase in Contract Price (c)	Decrease in Contract Price (d)
19	ADD a lump sum amount of \$50,800.00 for Improvements to existing storm sewer line at the railroad crossing on 207th Street	\$ 50,800.00	\$ 0.00
TOTALS		\$ 50,800.00	\$ 0.00

1.	Original Contract Amount		\$ 262,655.00
2.	This Change Order ADD/DEDUCT (Column (c) less Column (d))	\$ 50,800.00	
3.	Total Amount of Previous Change Orders ADD/DEDUCT	\$ 0.00	
4.	Total ADD/DEDUCT (Line 2 + Line 3)		\$ 50,800.00
5.	Revised Contract Amount (Line 1 + Line 4)		\$ 313,455.00

The time provided in the Agreement is unchanged by 0 calendar days.

Engineer's Recommendation: John W Brant Date 11/12/15
 Contractor's Certification: [Signature] Date 11-20-15
 Owner's Approval: [Signature] Date 11/12/15



CONTRACT CHANGE ORDER

Owner: CITY OF SPRING HILL, KS **Date:** 12/11/15
Job No.: 246-215072.2

Project: BNSF Utility Adjustments **Change Order No.:** 3

Contractor: WESTLAND CONSTRUCTION, INC. **Completion Dates:**
 20510 163rd Street **Original / Revised**
 Basehor, KS 66007 **Substantial:** 10/28/15
Final: 11/12/15

You are hereby directed to make the following changes to the subject Contract Documents:

Item (a)	Description (b)	Increase in Contract Price (c)	Decrease in Contract Price (d)
22	ADD \$5,400.00 to remove existing 36" CMP and add flowable fill to top of new 32" casing pipe	\$ 5,400.00	\$ 0.00
TOTALS		\$ 5,400.00	\$ 0.00

1.	Original Contract Amount		\$ 262,655.00
2.	This Change Order ADD/DEDUCT (Column (c) less Column (d))	\$ 5,400.00	
3.	Total Amount of Previous Change Orders ADD/DEDUCT	\$ 58,325.00	
4.	Total ADD/DEDUCT (Line 2 + Line 3)		\$ 63,725.00
5.	Revised Contract Amount (Line 1 + Line 4)		\$ 326,380.00

The time provided in the Agreement is unchanged by 0 calendar days.

Engineer's Recommendation: John W. Beaman
 Contractor's Certification: [Signature]
 Owner's Approval: _____

Date 12/18/15
 Date 12-18-15
 Date _____

Agenda Item Review Sheet

TO: GOVERNING BODY
SUBMITTED BY: FRANK H. JENKINS, JR., CITY ATTORNEY
MEETING DATE: JANUARY 14, 2016
DATE: DECEMBER 29, 2015

Consent Item: Consider approval of revised Exhibit A attached to BNSF Permit No. F50373 dated March 29, 1951, relating to a City 8" water line crossing railroad tracks.

Issue: BNSF has requested approval by the City of a revised exhibit attached to City's water line permit relating to crossing the railroad tracks.

Background:

March 29, 1951-	BNSF granted the City a permit to construct and maintain a water line that crossed its railroad tracks. Attached is a copy of the permit, marked <u>Exhibit 2</u> .
June 17, 2015-	Pursuant to the request of BNSF, the City executed an agreement which obligated the City to reconstruct the water line because of the railroad track expansion of BNSF.
August 7, 2015-	BNSF's engineers submitted a letter agreement that requested the City agree to a revised Exhibit A that was attached to the original 1951 permit. Attached is a copy of the proposed letter agreement and the revised Exhibit A, marked <u>Exhibit 1</u> .

Analysis: The revised exhibit accurately reflects the location of the water line.

Alternatives:

1. Motion to authorize and direct the Mayor to execute the letter agreement with BNSF dated August 7, 2015 which substitutes revised Exhibit A drawing for the Exhibit A that was originally attached to BNSF Permit No. F50373 relating to City 8" water line crossing the railroad tracks.
2. Motion to deny approval of the revised Exhibit A.
3. Motion to table the matter

Funding Review or Budgetary Impact: No funding impact.

Recommendation: Approval of revised Exhibit A described in the letter agreement.

Attachments: Exhibit 1 - Letter Agreement between the City and BNSF including revised Exhibit A dated August 7, 2015.
Exhibit 2 - Permit No. BNSF Permit No. F50373 dated March 29, 1951.

cc: Jonathan Roberts, City Administrator
Glenda Gerrity, City Clerk
Jeff Rupp, Assistant Director of Public Works
John Brann, City Engineer



Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

August 7, 2015

Mr. Jonathan Roberts
City of Spring Hill
401 N. Madison
P.O. Box 424
Spring Hill, KS 66083-0424

RE: Tracking #15-53289; Contract #F50373; Location: Spring Hill, Johnson County, KS

Dear Roberts:

This is in regard to the Exhibit "A" print for the above referenced permit with St. Louis-San Francisco Railway Company, predecessor-in-interest to BNSF Railway Company. The print is being revised to show the correct location of the permit site.

Please substitute the attached Exhibit "A", Drawing No. 64610, dated July 29, 2015, in place of the drawing originally attached to the above referenced permit.

This letter is a supplement to your Permit, which will remain in effect except as hereby amended.

We suggest that you file this notice with your copy of the above referenced permit.

Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

Please call me at (817) 230-2625 if you have any questions or wish to discuss this further.

Sincerely,


Shane Krueger
Director, Permits

Agreed and Accepted:

By: _____

Printed Name:

Date: _____

Enclosure



EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND

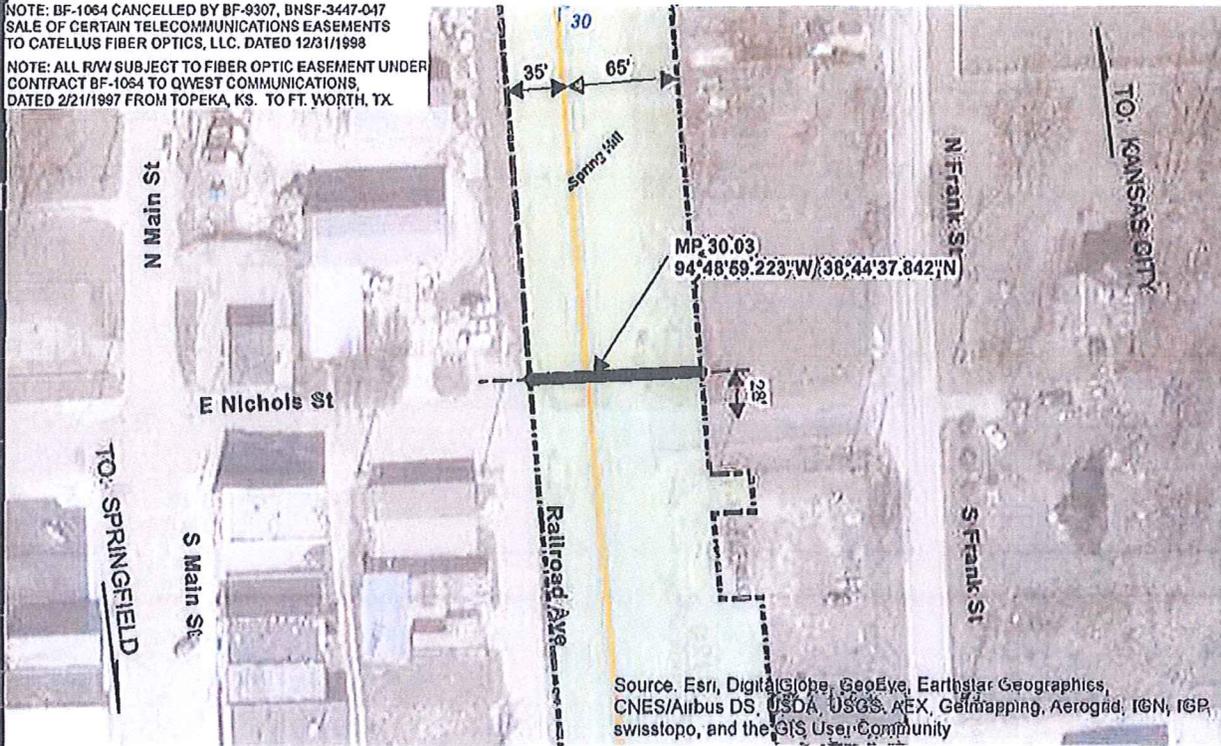


CITY OF SPRING HILL

SCALE: 1 IN. = 100 FT.
SPRINGFIELD DIV.
FT SCOTT SUBDIV.
 L.S. 1001 MP 30.03
 DATE 07/29/2015

SECTION: 14
 TOWNSHIP: 15S
 RANGE: 23E
 MERIDIAN: 6PM

NOTE: BF-1064 CANCELLED BY BF-9307, BNSF-3447-047
 SALE OF CERTAIN TELECOMMUNICATIONS EASEMENTS
 TO CATELLUS FIBER OPTICS, LLC. DATED 12/31/1998
 NOTE: ALL RW SUBJECT TO FIBER OPTIC EASEMENT UNDER
 CONTRACT BF-1064 TO QWEST COMMUNICATIONS,
 DATED 2/21/1997 FROM TOPEKA, KS. TO FT. WORTH, TX



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>8"</u>	<u>24"</u>	LENGTH ON RW:	<u>102'</u>	<u>102'</u>
CONTENTS:	<u>POTABLE WATER</u>		WORKING PRESSURE:	<u>85 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>7'</u>
SPECIFICATIONS / GRADIER	<u>14 C900 CL235</u>	<u>35,000 PSI</u>	BURY: NATURAL GROUND		<u>3.5'</u>
WALL THICKNESS:	<u>0.503"</u>	<u>0.375"</u>	BURY: ROADWAY DITCHES		<u>3.5'</u>
COATING:	<u>N/A</u>	<u>N/A</u>	CATHODIC PROTECTION		<u>ANODES</u>

VENTS: NUMBER 2 SIZE 2" HEIGHT OF VENT ABOVE GROUND 4'
 NOTE: CASING TO BE JACKED.

SPRING HILL
COUNTY OF JOHNSON

STATE OF KS

TR

MAP REF. SS7658

FS0373

Pipe Line Crossing Contract

THIS AGREEMENT, entered into this 29th day of March, 19 51, between St. Louis-San Francisco Railway Company, hereinafter called "Railway Company," party of the first part, and City of Spring Hill, Kansas of Spring Hill, Kansas hereinafter called "Licensee", party of the second part, the term "Licensee" wherever herein used referring to and meaning each and every party of the second part hereto; WITNESSETH:

Railway Company, in consideration of the sums to be paid and the covenants, agreements, and conditions to be kept and performed by Licensee, as hereinafter provided, hereby grants permission to Licensee to excavate for, lay, construct, maintain, operate and repair a Four inch CI Water pipe line under the right of way and tracks of Railway Company, in the Spring Hill, State of Kansas, at the following described location:

Water main to cross under tracks on Union street milepost C-30.03 first street north of depot Spring Hill, Kansas.

This grant is made by Railway Company and accepted by Licensee upon and subject to the following conditions:

1. As a condition precedent to the exercise by Licensee of the permission herein granted, Licensee shall pay to Railway Company, in advance, the sum of (Twenty) \$ 20.00 for each crossing to be constructed under said tracks under this agreement.

2. Licensee shall lay and maintain said pipe line in strict accordance with the specifications of Railway Company hereto attached, made a part hereof and marked "Exhibit A"; and shall do all work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line in such a manner as not to interfere with or endanger the roadbed of said right of way, or any tracks as now or hereafter laid on said right of way, and at such times and in such manner as not to interfere with or endanger the operation of the railroad of Railway Company.

3. All of the work of excavating for, laying, constructing, maintaining, operating and repairing said pipe line upon and under the surface of said right of way and tracks shall be done by Licensee at Licensee's expense, and under the direction and subject to the inspection and approval of the Chief Engineer or other authorized representative of Railway Company, and all expense of every kind and character incurred by Railway Company incident to the installation, operation, and repair of said pipe line shall be paid by Licensee, including but not limited to costs of labor, traveling expenses, material, freight on material, vacation allowances, and payroll and sales taxes, plus ten (10%) percent to cover general overhead, use of tools and accounting expense. Said Chief Engineer or other authorized representative of Railway Company shall have full authority to direct the time and manner of doing the work and may require Licensee to have the same done as he directs, and if Licensee fails or refuses to comply with his direction said Chief Engineer or other authorized representative of Railway Company may stop the work altogether.

4. If Railway Company shall hereafter change the grade of said right of way and tracks, or either thereof, and shall not terminate this agreement on account thereof, Licensee shall thereupon reconstruct said pipe line, at Licensee's expense, to comply with the requirements of this grant with respect to such new grade. Upon any termination of this agreement, Licensee shall, within ten (10) days thereafter, remove said pipe line from under the surface of said right of way and tracks and restore the same to a condition satisfactory to Railway Company without cost or expense to Railway Company, and if Licensee shall fail so to do, Railway Company shall have the right to make such removal and restoration at the expense of Licensee, which expense shall include all expense of every kind and character incurred by Railway Company incident to the removal of said pipe line and restoration of Railway Company's property, including but not limited to costs of labor, traveling expenses, material, freight on material, vacation allowances and payroll and sales taxes, plus ten (10%) percent to cover general overhead, use of tools and accounting expense.

5. All expense incurred by Railway Company incident to the installation, operation, repair or removal of said pipe line and restoration of Railway Company's property, shall be paid promptly by Licensee upon receipt of bill therefor.

6. Licensee, as a further consideration for the permission herein granted, hereby agrees to indemnify and save harmless Railway Company from any and all (a) loss, costs, damages and expenses that Railway Company may sustain, or for which Railway Company may become liable to third parties, including loss and destruction of or damage to property, and death of or injury to persons, whether caused by negligence of Railway Company, its agents, servants or employees, or otherwise, on account or by reason of excavating for, laying, constructing, maintaining, operating, repairing or removing said pipe line, or that Railway Company may be put to in defending against suits for damages claimed to have been sustained thereby; and (b) loss or destruction of or damage to said pipe line, and all other property of Licensee, growing out of the laying, excavating for, constructing, maintaining, operating or repairing said pipe line, whether caused by negligence of Railway Company, its agents, servants, or employees, or otherwise.

7. Either party may terminate this agreement by giving to the other party thirty (30) days' written notice. No termination of this agreement shall release Licensee from any liability or obligation that may have been incurred by or that may have accrued against Licensee hereunder during the life of this agreement.

8. This agreement shall bind and inure to the benefit of the successors and assigns of Railway Company and the successors, heirs, executors, administrators and assigns of Licensee; provided that Licensee shall have no right to assign or transfer this agreement without first obtaining the written consent of Railway Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

ATTEST:

[Signature]
Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

By *[Signature]*
General Manager Vice President

ATTEST:

[Signature]
City Clerk Secretary

CITY OF SPRING HILL, KANSAS

By *[Signature]*
Mayor

OR WITNESS

[Signature]



AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: JANUARY 14, 2016
DATE: JANUARY 6, 2016

Consent Agenda: Site Plan SP-04-15, Spring Hill Self Storage

Issue: Approval of site plan application for the construction of four additional buildings to be used for self-storage located at Spring Hill Self Storage, 21660 W. 207th St.

Background: The applicant, Strickland Construction, has submitted a request to construct four self-storage buildings on the southwest portion of property located at 21660 W. 207th St. The buildings will consist of two enclosed buildings and two open 3-sided buildings. The buildings are similar in construction and appearance to the existing buildings and will add the customer option of climate controlled units.

In 2001 the Planning Commission approved the preliminary and final plats as well as a Conditional Use Permit for the property. Along with these approvals, the site plan identified this same area for Phase Two of the project by the previous owner/developer. In 2004 the Planning Commission also approved a Conditional Use Permit for the outside storage of vehicles, RV's and boats.

Analysis: The Spring Hill Planning Commission conducted the review of this application at their regular meeting on December 3, 2015. The site plan and staff report included with this packet were presented to the Planning Commission with no comment received by the public. After discussion, the Planning Commission voted unanimously to recommend approval of the site plan application.

Alternatives: Alternatives include approval, denial, continuation, or returning the application to the Planning Commission for further review.

Legal Review: n/a

Funding Review or Budgetary Impact: n/a

Recommendation: The Planning Commission and staff recommend approval of site plan SP-04-15 including the issuance of a building permit for Spring Hill Self Storage, 21660 W. 207th St.

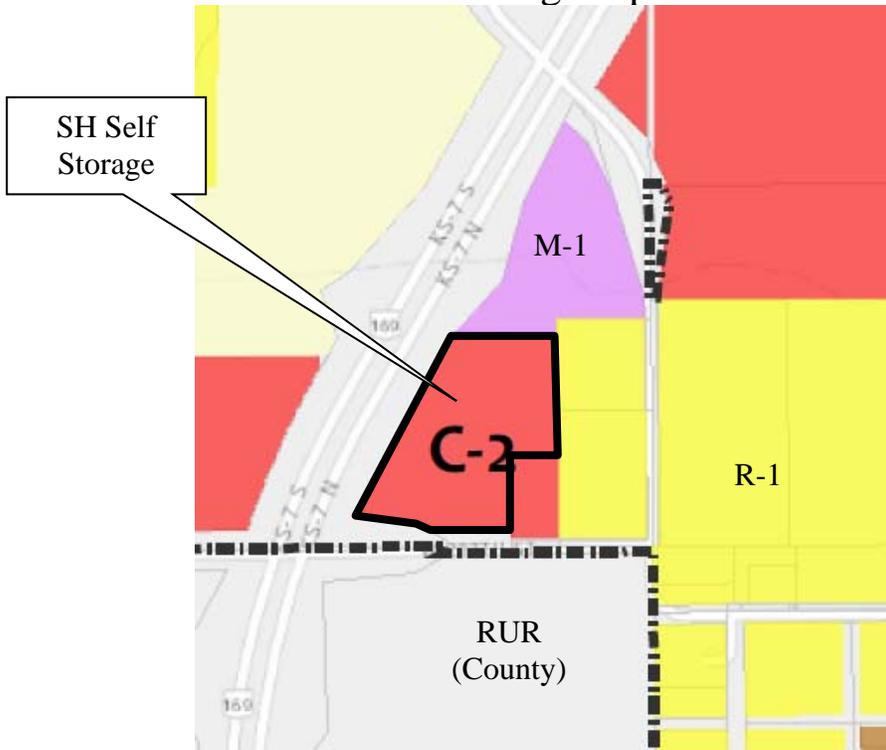
Attachments: Staff report
PC minutes of 12/3/15
Site plan



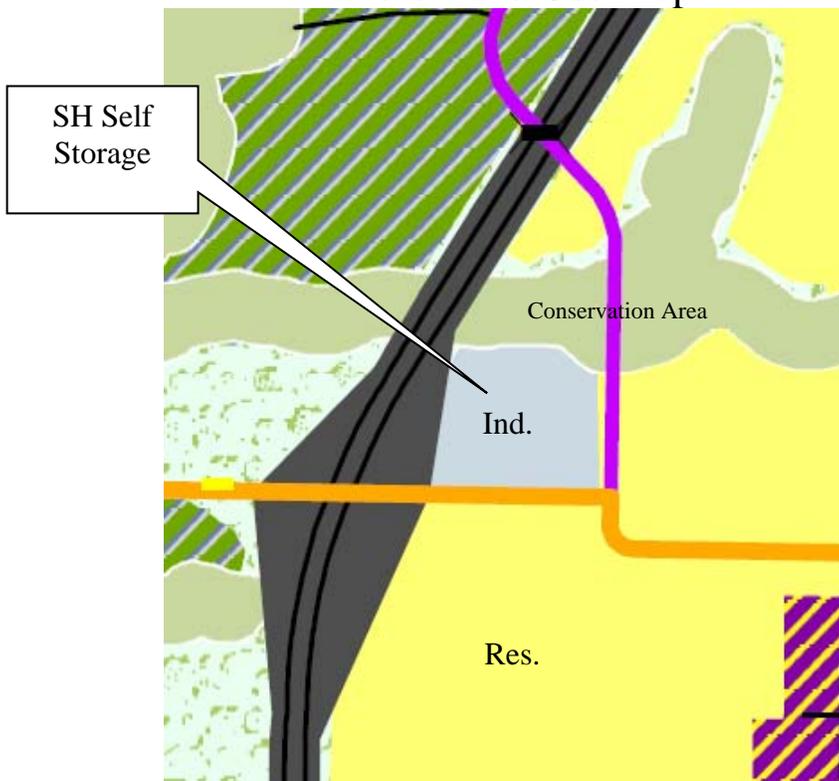
Aerial Photo



Zoning Map



Future Land Use Map



BACKGROUND: The applicant, Strickland Construction, has submitted a request to construct four self-storage buildings on the southwest portion of property located at 21660 W. 207th St. The buildings will consist of two enclosed buildings and two open 3-sided buildings. The buildings are similar in construction and appearance to the existing buildings and will add the customer option of climate controlled units.

In 2001 the Planning Commission approved the preliminary and final plats as well as a Conditional Use Permit for the property. Along with these approvals, the site plan identified this same area for Phase Two of the project by the previous owner/developer. A copy of the 2003 site development plan is included with this packet. In 2004 the Planning Commission also approved a Conditional Use Permit for the outside storage of vehicles, RV's and boats.

STAFF REVIEW:

Staff has reviewed the site plan under the requirements of Section 17.340 of the Spring Hill Zoning Ordinance as follows:

- All lot lines and right-of-ways are identified
- All proposed structures with applicable data are identified
- All parking and traffic areas have been identified and the type of surface and base course identified
- Utilities are available, identified, and in compliance with regulations
- Exterior lighting on the proposed structure is compliant with regulations as per the lighting diagram and will not negatively affect surrounding properties or traffic. Exterior lighting fixtures are shielded as required. Manufacturer information on the fixtures is included with this staff report.
- Consultants, utility providers, and City Staff have reviewed the site plan and provided comments. These comments and recommendations have been implemented into the site plan as applicable.

STANDARDS OF REVIEW

In addition to the above noted items the site plan has been reviewed for compliance with the following standards:

1. *The extent to which the proposal conforms to the provisions of the Code.*
The proposed use is in compliance with the Spring Hill Zoning Code.
2. *The extent to which the proposal conforms to the provisions of the Spring Hill Subdivision Regulations.*
The site is in compliance with the Spring Hill Subdivision Regulations.
3. *The extent to which the development would be compatible with the surrounding area.*
The project is compatible with the surrounding area in that it is an expansion of a previously approved use under a CUP.
4. *The extent to which the proposal conforms to the recommendations of the Spring Hill Comprehensive Plan including but not limited to the Vision Plan, the Community Development Recommendations, and the Planning and Principles and Design Guidelines.*
The proposal is in conformance with the recommendations of the Comprehensive Plan including the Future Land Use map that identifies this area as industrial.

5. *The extent to which the proposal conforms to customary engineering standards used in the City.*

The building and overall project has been designed by recognized and licensed architects and engineers.

6. *The extent to which the location of streets, paths, walkways, and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.*

The existing secured entrance was installed to accommodate traffic to the entire facility including future buildings to be constructed in the area of this site plan application. All interior parking and driving surfaces will be asphalt and sufficient width is provided between the buildings to provide for safe use by customers.

7. *All structures shall be required to have permanent or continuous footings and foundations.*

All structures are adequately designed and engineered.

ADDITIONAL REVIEW CRITERIA:

Site Drainage and Stormwater Review: Staff has reviewed the previous applications for information on stormwater drainage information. It was determined by the City Engineer and consultants the topography of the site, adjoining drainage systems and size of the development did not warrant onsite stormwater retention. As per the attached topography drawing the site drains primarily from the east to the west and north where adequate drainage features are available to handle the anticipated runoff.

Landscaping and Buffering: Review of previous applications revealed the issue of landscaping was one that was given considerable attention. Conversations were held between the developer and neighbors to reach an agreement for the installation of a fence along with trees and other landscaping items. These requirements for landscaping were installed with previous construction efforts. The site currently has a chain-link fence on the west and south side of the property that utilizes a mesh screen for visibility and security reasons. This fence and screening will be maintained with this phase of construction. The back (west side) of the open 3 sided shed shown on the site plan will be comparable to the existing building that parallels US169 Highway to the north and will screen the property from view from the highway. As a result no additional landscaping or buffer is required.

RECOMMENDATION:

It is the recommendation of staff that the Planning Commission recommend approval of site plan SP-04-15 for the construction of four self-storage buildings.

Suggested Motion: Motion to recommend approval of site plan application SP-04-15 for Strickland Construction as presented by staff.

Attachments: 2003 Site Plan
 2015 Site Plan
 Topography drawing
 Lighting details
 Application

NOTE: Due to the holidays, the recommendation from the PC will be forwarded to the City Council on January 14, 2016.

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

**City of Spring Hill, Kansas
Minutes of Planning Commission Regular Session
December 3, 2015**

A Regular Session of the Planning Commission was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on December 3, 2015. The meeting convened at 7:10 p.m. with Chairman Stephen Sly presiding, and Christie Campbell, Planning Secretary recording.

Commissioners in attendance: Stephen Sly
Troy Mitchell
Josh Nowlin
Janell Pollom
Paul Ray

Commissioners absent: Tobi Bitner
Cindy Squire
Tyler Vaughan
Michael Weber

Staff in attendance: Jim Hendershot, Community Development Director
Christie Campbell, Planning Secretary

Public in attendance: Mr. Jim Long, Village on Victory III Representative
Mr. Craig Porter, Village on Victory III Representative
Mr. Rogers Strickland, Spring Hill Self Storage Representative
Ms. Barb Bernitter, General Public

ROLL CALL

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

FORMAL ACTION

2. Site Plan (SP-04-15) – Spring Hill Self Storage

Beginning of Staff Report

End of Staff Report

Mr. Hendershot, Community Development Director, presented the staff report to the Planning Commission. He indicated that if this site plan is approved, it would provide climate controlled storage, which is something that Spring Hill does not currently offer. It was reiterated that staff has reviewed the previous applications for information on storm water drainage. It was determined by the City Engineer and consultants that the topography of the site, adjoining drainage systems, and size of the development did not warrant on-site storm water detention. Per the topography drawing, the site drains primarily from the east to the west and north where adequate drainage features are available to handle the anticipated runoff. Another advantage to this site is that the existing landscape with trees, fencing, and buildings sits at a higher level than the highway and surrounding property, which provides a natural landscape buffer. As a result, no additional landscaping or buffering would be required.

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

Commissioner Mitchell inquired if the lighting requirements would change, as the topography and elevation of the property is not changing. Mr. Hendershot stated that these requirements would not change, and the lighting would be mounted to buildings in locations that would not cause any illumination problems or obstruction to views by drivers.

Commissioner Sly asked how future land use identification as industrial would have any bearing on the current commercial zoning of this location. Mr. Hendershot stated that it would not affect the zoning of this location.

Commissioner Nowlin asked if the construction materials being used would be similar to the existing buildings. The applicant, Mr. Strickland, confirmed that the color scheme and paneling will be the same. It was noted that Strickland Construction actually built the existing structure.

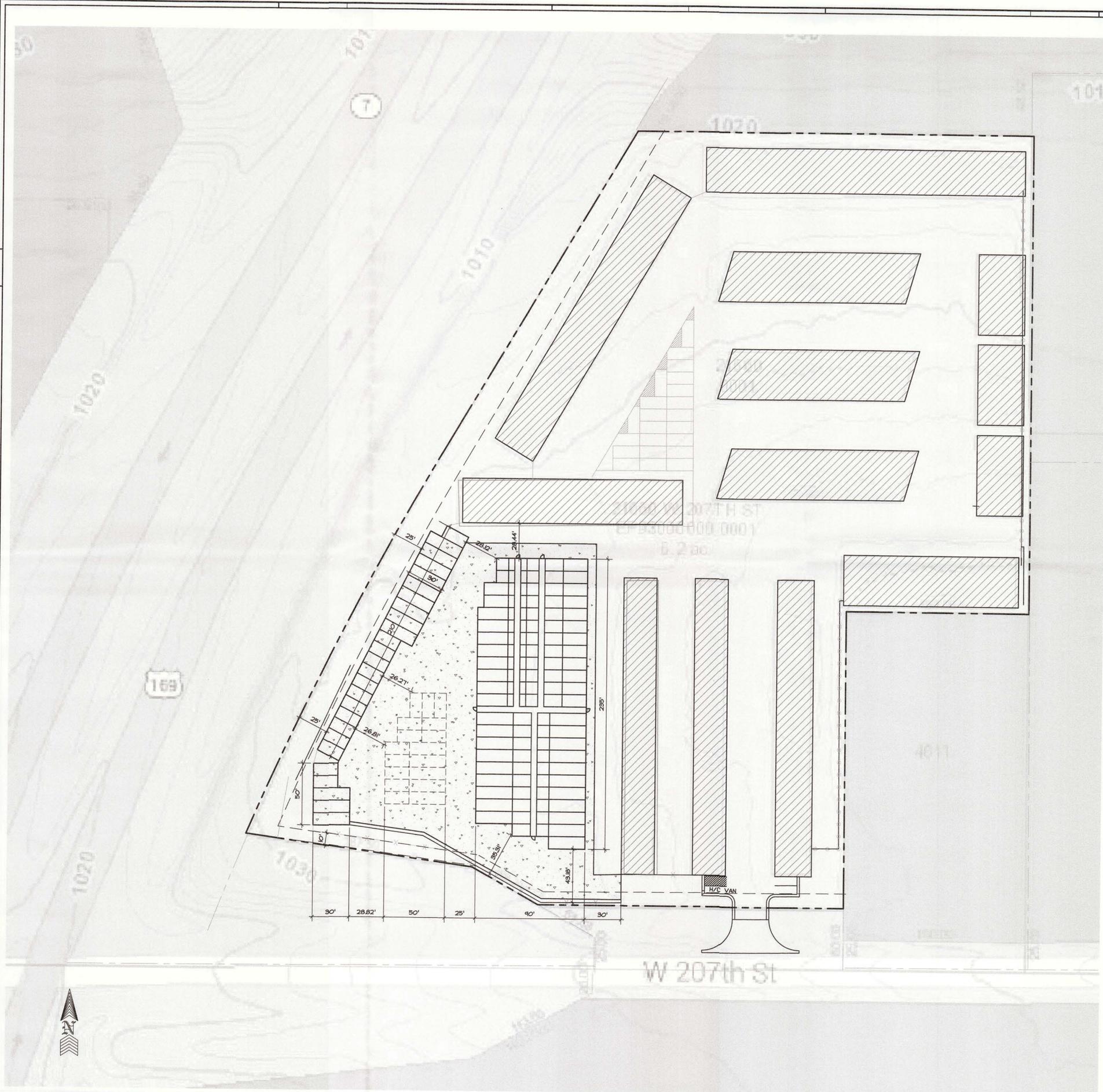
Commissioner Mitchell asked if the construction of the new buildings would interfere with the proposed right-of-ways at the intersection of US169 Highway and 207th Street that are referenced on the future land use map. Mr. Hendershot explained that if and when an overpass ever goes in at that intersection, then there is potential for interference. However, that would be an issue to resolve between the owner of the storage facility and the Kansas Department of Transportation (KDOT). Mr. Hendershot reiterated that City staff has done their due diligence in explaining the potential risk to the applicant. The applicant, Mr. Strickland, acknowledged that he was aware of this risk.

Motion by Ms. Pollom, seconded by Mr. Nowlin, to approve the site plan application SP-04-15 for Strickland Construction as presented by staff.

Roll Call Vote: Nowlin-Aye, Ray-Aye, Mitchell-Aye, Sly-Aye, Pollom-Aye

Motion Carried 5-0-0

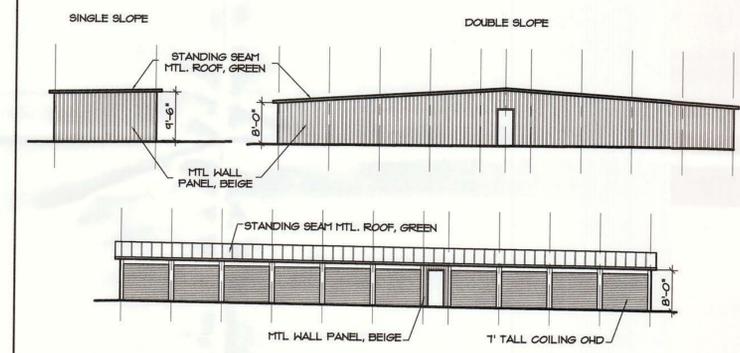
The Site Plan (SP-04-15) will be forwarded to the City Council for review on January 14, 2016.



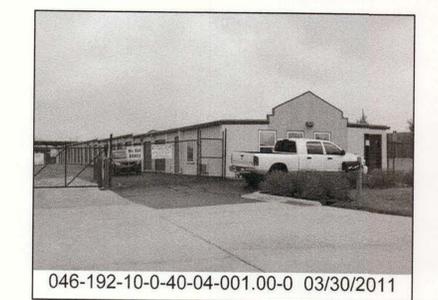
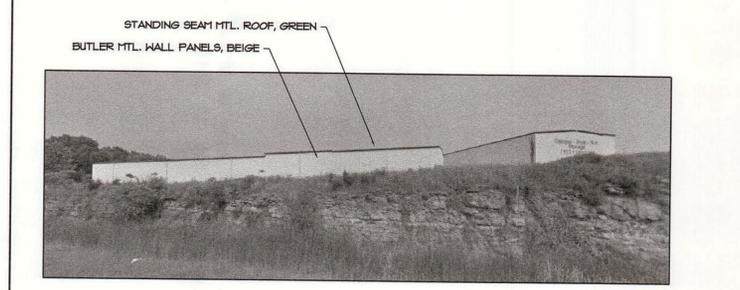
UNIT MIX SCHEDULE - NEW STORAGE - PHASE I

1ST STORY CLIMATE CONDOS - PHASE I				
WIDTH	LENGTH	AREA	UNITS	S.F.
10	5	50	24	1,200
10	10	100	24	2,400
10	15	150	22	3,450
10	20	200 (INT)	14	2,800
10	20	200 (EXT)	14	2,800
10	25	250	8	2,000
10	30	300 (INT)	20	6,000
10	30	300 (EXT)	12	3,600
TOTAL:			138	24,250

INT. CLIMATE CONTROL: 17,850
 OPEN 3-SIDED SHED: 6,400
 NEW BUILDING S.F. TOTAL: 26,200



2 TYPICAL PROPOSED ELEVATIONS
N.T.S.



3 TYPICAL EXISTING ELEVATIONS
N.T.S.

SPRING HILL SELF STORAGE
 21660 W 207TH ST
 SPRING HILL, KANSAS

Hernly Associates
 920 Massachusetts
 Lawrence, Kansas
 66044
 785 - 749 - 5806
 FAX 785 - 749 - 1515

SITE PLAN
 Date: 2015/10/28
 Drawn by: SCH SJB
 Checked by:
 Revisions:

1 PRELIMINARY UNIT LAYOUT
 1" = 40'

C1.1

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JANUARY 14, 2016

DATE: JANUARY 6, 2016

Consent Agenda: An action to authorize the Mayor to execute an Improvement Agreement relating to Village on Victory III Final Plat.

Issue: With the approval of the final plat for Village on Victory III it is necessary to enter into an Improvement Agreement relating to the installation and construction of infrastructure such as streets, sanitary sewers, water lines, street signs, and storm water facilities, landscaping and bicycle/pedestrian trails.

Background: To guide the infrastructure construction it is necessary to enter into an Improvement Agreement with the developer, MCK Partnership, LLC. The proposed Improvement Agreement is the standard agreement form that has been customized for Village on Victory III.

Analysis: A draft of the Agreement was sent to the project engineer, City Engineer and City Attorney with all parties approving the document. Approval and authorization of the Mayor to sign the Agreement will allow construction to begin on the infrastructure. The authorized representative for MCK Partnership, LLC has signed the document and excise taxes in the amount of \$40,312.32 have been paid.

Alternatives: Approval, denial, remand for further study

Legal Review: City Attorney, Frank Jenkins has reviewed the attached Improvement Agreement for consideration.

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 recommends authorizing the Mayor to execute the Improvement Agreement relating to Village on Victory III Final Plat.

Attachments: Improvement Agreement, Village on Victory III

IMPROVEMENT AGREEMENT VILLAGE ON VICTORY III SUBDIVISION

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the **CITY OF SPRING HILL, KANSAS**, (hereinafter “City”) and **MCK PARTNERSHIP, LLC** (hereinafter, “Developer”).

WITNESSETH:

WHEREAS, the Developer has applied to the City for final plat approval of a subdivision to be known as **VILLAGE ON VICTORY III** (“Subdivision”); and

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

Streets, sanitary sewers, water lines, street signs, and storm water facilities, and landscaping.

located within or about the Subdivision are to be dedicated to the City as public improvements; and

WHEREAS, pursuant to Section 17.378.C of the Spring Hill Subdivision Regulations and as a condition to the approval of the Developer’s final plat application (Application No. **FP-04-15**), and also as a condition prior to the filing of the Developer’s final plat document with the office of REGISTER OF DEEDS, MIAMI COUNTY, KANSAS, the Developer has been requested to enter into an agreement with the City concerning, among other things, the construction and maintenance of the improvements in or about the Subdivision, and

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

1. IMPROVEMENTS TO BE CONSTRUCTED/CONSTRUCTION STANDARDS.

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

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

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

- A. STREETS.
- B. SANITARY SEWERS.
- C. STORM WATER SEWERS.
- D. STREET SIGNS.
- E. LANDSCAPING.

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

2. PERFORMANCE AND MAINTENANCE BONDS.

A. Performance Bond/ Improvements. The Developer further agrees to provide to the satisfaction of the City, security in the form of a Performance Bond to insure that the work, construction, installation and completion of Improvements are accomplished in a timely manner and according to and in compliance with the aforementioned Standards. The Performance Bond shall be in a form approved by the City Attorney and shall be in an amount not less than the approved Estimate of the City; a copy of the approved Estimate being attached hereto as **EXHIBIT B** and incorporated herein by reference.

B. Maintenance Bond/Improvements. The Developer further agrees, on behalf of itself and its successors, to provide to the satisfaction of the City, security in the form of a Maintenance Bond, approved by the City Attorney, to insure that once construction and installation of the Improvements are completed, that the Improvements shall be maintained to the Standards; that they shall be free of any defect in materials or

workmanship; and that they shall endure without the need of any repair due to failure during construction to follow or comply with the Standards; said security to be in effect for a period of two(2) years following the acceptance of Improvements by the City Engineer. The Maintenance Bond shall also be in an additional amount not less than the requirements set for such security by the City Engineer's approved Estimate.

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

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

3. APPROVAL OF BONDS.

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

4. RECORDING THE SECURITY.

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

5. EXCISE TAX.

Pursuant to Ordinance No. 2004-26, and amendments thereto, the Developer agrees to contribute, at the time of platting, an excise tax for the purpose of raising general revenues to be used for general City projects or General Fund operations as approved by the Governing Body during the adoption of the city's annual budget. The Developer shall be required to provide \$0.158 per square foot of the area within the Subdivision.

The area shall be determined by the Zoning Administrator in the manner set forth in Section Three of Ordinance No. 2004-26 and amendments thereto. A copy of the excise tax calculations being attached hereto as **EXHIBIT C** and incorporated by reference.

6. COMMENCEMENT OF CONSTRUCTION.

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

7. COMPLETION OF CONSTRUCTION.

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

or such other applicable entity, or it may seek redress for the costs and expenses it incurred from both the Developer and the surety or other such applicable entity.

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

8. WAIVER OF LIENS.

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

9. EROSION CONTROL.

A. Erosion Control Measures. The Developer agrees to provide a performance and maintenance bond to ensure that all erosion control measures are installed and maintained ant that all of the Developer's streets and sidewalks remain free of debris (e.g. dirt, mud, gravel, etc.) during all phases of construction. If the Public Works Director determines an area of the development not to be adequately maintained or free of said debris, the Developer shall be notified. From the time of notification, the developer shall have twenty-four (24) hours to complete the removal of all said debris. If, after twenty-four (24) hours, the Developer has not acted, or if such action has failed to adequately remove

all debris, the Public Works Director may direct the City to remove the debris and assess all cleanup charges against the Developer and the performance and maintenance bond.

B. Performance Bond/ Erosion Control. The Erosion Control Performance Bond shall be in a form approved by the City Attorney and shall be in an amount not less than the approved Estimate of the City Engineer of the cost of construction or completing the erosion control; a copy of the approved Estimate being attached hereto as **EXHIBIT B** and incorporated herein by reference.

C. Maintenance Bond/Erosion Control. The Erosion Control Maintenance Bond shall be in a form approved by the City Attorney and shall be in an amount not less than the approved Estimate approved by the City Engineer of the cost of construction or completing the erosion control; a copy of the approved Estimate being attached hereto as “Exhibit B” and incorporated herein by reference. The said security to be in effect for a period of two (2) years following the acceptance of the street improvements by the City Engineer.

D. Option of Developer to Provide Erosion Control Bonds. In lieu of providing performance and maintenance erosion control bonds required pursuant to paragraph 9.B and 9.C. above, the Developer may submit separate bonds from contractors for erosion control. In conjunction with providing separate bonds by the Contractor, the Contractor will be required to execute an Agreement with the City in substantially the form as set forth in **EXHIBIT D**, attached hereto.

10. SIGNS AND BARRICADES.

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

11. PERMANENT TRAFFIC SIGNING.

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

12. BUILDING AND OCCUPANCY PERMITS.

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

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

13. FIELD INSPECTIONS.

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

14. ENGINEER AND SURVEYOR.

It is further understood and agreed between the parties that the Developer shall employ, at its own expense, a licensed professional engineer to design any and all Improvements according to and compliance with the City's Standards, and to inspect the construction to insure that the Improvements are built according to the lines, grades and dimensions on

the approved plans. It is also understood and agreed that at the completion of construction of the Improvements, but prior to written approval of same by the City Engineer, the Developer shall employ, at its own expense, a registered land surveyor to verify the location of all property markers shown on the final plat documents regarding the Subdivision.

15. INSPECTION COSTS.

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

16. PROOF OF OWNERSHIP.

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

17. INDEMNITY.

The Developer further agrees to protect, defend indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney fees) or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relate to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "Claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of the Developer, its employee's, contractor's, subcontractor's, independent contractor's, or other such similar entities' work, construction or installation of the Improvements referenced herein, during any period or time prior to satisfactory completion, installation and final written approval by the City Engineer of the Improvements construction and the formal acceptance of maintenance of the Improvements by the City Engineer within two (2) years of completion of their construction. The Developer further agrees, on behalf of itself and its successor, to investigate, handle, respond to provide defenses for and defend any such claims at its sole expenses and agrees to bear all other costs and expense related thereto, even if said claims are groundless, false or fraudulent.

18. SALE OF PROPERTY.

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

19. STATUS OF PARTIES.

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

20. MODIFICATION.

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

21. COMPLETE AGREEMENT.

This Agreement is the complete agreement between the parties, contains all the terms and conditions agreed upon between them and shall, when signed by both parties, supersede all other agreement, oral or otherwise, entered into between them regarding the subject matter of the Agreement. No other agreement, oral or otherwise, regarding the subject matter of Agreement, shall have any validity or bind any of the parties hereto, unless executed pursuant to Paragraph 20 of the Agreement.

22. SEVERANCE.

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

23. SUCCESSORS.

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

24. LAWS OF KANSAS.

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

25. MATTERS DISREGARDED.

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

26. RECORDING OF THIS AGREEMENT.

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

27. SIGNATURE AUTHORITY.

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

28. TIME.

Time is of the essence.

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

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor
“CITY”

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

MCK Partnership, LLC

(Name)

(Title)

Approved as to Form:

**Frank H. Jenkins Jr.,
City Attorney**

STATE OF KANSAS, COUNTY OF MIAMI, SS:

Before me, the undersigned, a Notary Public, within and for the County and State on this _____ day of _____, 2016, personally appeared **STEVEN M. ELLIS**, Mayor, and **GLENDA GERRITY**, City Clerk of the **CITY OF SPRING HILL, KANSAS**, a municipal corporation duly organized, incorporated and existing under and by virtue of the law of the state of Kansas, who are personally known to me to be the persons who executed, as such officers, the within instrument on behalf of said corporation and such persons duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

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

Notary Public

My Appointment Expires:

STATE OF KANSAS, COUNTY OF MIAMI, SS:

Before me, the undersigned, a Notary Public, within and for said County and State on this ____ day of _____, 2016, personally appeared ____
_____, who is the _____ of MCK PARTNERSHIP, LLC, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

Notary Public

My Commission Expires:

EXHIBIT A

All that part of the Southeast Quarter of Section 23 and the Southwest Quarter of Section 24, Township 15, Range 23, in the City of Spring Hill, Miami County, Kansas, described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 23; thence South 0 degrees 25 minutes 06 seconds East, along the East line of the Southeast Quarter of said Section 23, a distance of 664.59 feet, to the point of beginning; thence North 60 degrees 14 minutes 01 seconds East, along the South line of Tract A, Victory Woods III, a subdivision of land in the City of Spring Hill, Miami County, Kansas, a distance of 147.11 feet, to the Southeast corner of said Tract A, said point being on the Westerly right-of-way line of the BNSF Railway as it is now established; thence South 5 degrees 14 minutes 27 seconds East, along said Westerly right-of-way line, a distance of 338.16 feet; thence South 77 degrees 01 minutes 07 seconds West, a distance of 312.45 feet; thence North 88 degrees 25 minutes 46 seconds West, a distance of 450.54 feet; thence South 11 degrees 00 minutes 00 seconds West, a distance of 77.28 feet; thence North 79 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence South 86 degrees 07 minutes 22 seconds West, a distance of 575.53 feet; thence Southeasterly along a curve to the left, having a radius of 575.00 feet, an initial tangent bearing of South 9 degrees 07 minutes 44 seconds West, a central angle of 0 degrees 46 minutes 34 seconds, a distance of 7.79 feet; thence North 81 degrees 38 minutes 50 seconds West, a distance of 50.00 feet; thence North 86 degrees 58 minutes 45 seconds West, a distance of 79.79 feet, to the Southeast corner of Lot 39, Village on Victory II, a subdivision of land in the City of Spring Hill, Miami County, Kansas; thence North 5 degrees 00 minutes 00 seconds East, along the East line of said Lot 39, a distance of 148.92 feet, to the Northeast corner of said Lot 39; thence South 85 degrees 00 minutes 00 seconds East, along the South right-of-way line of 220th Terrace as it is now established, a distance of 95.46 feet; thence South 11 degrees 30 minutes 35 seconds West, a distance of 15.69 feet; thence South 78 degrees 29 minutes 25 seconds East, a distance of 50.00 feet; thence North 11 degrees 30 minutes 35 seconds East, a distance of 16.57 feet; thence Northeasterly along a curve to the left, having a radius of 625.00 feet, a central angle of 0 degrees 26 minutes 33 seconds, a distance of 4.83 feet; thence South 85 degrees 00 minutes 00 seconds East, a distance of 17.50 feet; thence North 5 degrees 00 minutes 00 seconds East, a distance of 50.00 feet; thence North 85 degrees 00 minutes 00 seconds West, a distance of 14.20 feet; thence Northerly along the East right-of-way line of Roosevelt Street, along a curve to the left, having a radius of 625.00 feet, an initial tangent bearing of North 6 degrees 28 minutes 20 seconds East, a central angle of 6 degrees 55 minutes 16 seconds, a distance of 75.50 feet; thence North 0 degrees 26 minutes 56 seconds West, along said East right-of-way line, a distance of 90.41 feet, to the Southwest corner of Lot 78, Victory Woods II, a subdivision of land in the City of Spring Hill, Miami County, Kansas; thence North 89 degrees 33 minutes 04 seconds East, along the South lines of said Victory Woods II and said Victory Woods III, a distance of 1183.36 feet, to the point of beginning, containing 10.51 acres, more or less.

EXHIBIT B

Village on Victory III

Single Family Residential Subdivision

Spring Hill, Kansas

29 Lots, 10.51 acres

Engineer's Estimate

December 3, 2015

Allenbrand-Drews and Assoc., Inc.

Sanitary Sewer

No.	Item	Unit	Quantity	Unit Price	Total Cost
1	Standard 4' Dia. Manhole	Each	7	\$ 2,100.00	\$ 14,700.00
Subsidiary to the Manholes is the Manhole installed over the Existing Sewer					
2	6" PVC	L.F.	1568	\$ 55.00	\$ 86,240.00
3	8" PVC	L.F.	1101	\$ 47.00	\$ 51,747.00
4	Extra Depth Manhole	V.F.	35	\$ 100.00	\$ 3,500.00
5	6" on 8" Tee	Each	25	\$ 100.00	\$ 2,500.00
6	6" on 8" WYE	Each	1	\$ 100.00	\$ 100.00
7	Groundwater Barrier	Each	3	\$ 800.00	\$ 2,400.00
8	Turf Mat (Curlex or Approved Equal)	S.Y.	18.8	\$ 20.00	\$ 376.00
9	Seed and Fertilizer	L.S.	1	\$ 470.00	\$ 470.00
(All Distrubed Area from STA. 0+00 to STA, 4+00, Line A)					

Piggy Back Line

No.	Item	Unit	Quantity	Unit Price	Total Cost
10	8" PVC	L.F.	169	\$ 47.00	\$ 7,943.00
Subsidiary to pipe price is granular fill and trench and backfill					
11	Core Drill Connections	Each	2	\$ 500.00	\$ 1,000.00
12	250# Stone Riprap	C.Y.	28	\$ 100.00	\$ 2,800.00
Subsidiary to Rip Rap is Geo Fabric					
13	Seed and Fertilizer (all distrubed area)	L.S.	1	\$ 325.00	\$ 325.00

Total Sanitary Sewer

\$ 174,101.00

Street and Storm Sewer

No.	Item	Unit	Quantity	Unit Price	Total Cost
14	Clearing and Grubbing	L.S.	1	\$ 18,000.00	\$ 18,000.00
15	Site Grading (including Detention Basin)	L.S.	1	\$ 30,000.00	\$ 30,000.00
16	50'R/W Grading	L.F.	1528	\$ 12.00	\$ 18,336.00
17	8" Asphalt	S.Y.	4401	\$ 29.00	\$ 127,629.00
18	Type "A" Curb and Gutter	L.F.	2980	\$ 15.00	\$ 44,700.00
19	4'x3' Curb Inlet	Each	4	\$ 3,000.00	\$ 12,000.00
20	4'x4' Curb Inlet	Each	2	\$ 3,200.00	\$ 6,400.00
21	6'x3' Curb Inlet	Each	1	\$ 3,800.00	\$ 3,800.00
22	15" HDPE	L.F.	83	\$ 43.00	\$ 3,569.00

Engineer's Estimate

12/3/2015

Street and Storm Sewer (Continued)

No.	Item	Unit	Quantity	Unit Price	Total Cost
23	18" HDPE	L.F.	218	\$ 45.00	\$ 9,810.00
24	24" HDPE	L.F.	667	\$ 48.00	\$ 32,016.00
25	30" HDPE	L.F.	50	\$ 65.00	\$ 3,250.00
26	24" End Section and Toe Wall	Each	1	\$ 950.00	\$ 950.00
27	30" End Section and Toe Wall	Each	2	\$ 1,150.00	\$ 2,300.00
28	Erosion Control	L.S.	1	\$ 22,300.00	\$ 22,300.00
29	300# Stone Rip Rap	C.Y.	11	\$ 60.00	\$ 660.00
30	End of Road Barricade (3 Barricades Each)	Each	2	\$ 525.00	\$ 1,050.00
31	Type I Sidewalk Ramp	Each	2	\$ 1,350.00	\$ 2,700.00
32	Type II Sidewalk Ramp	Each	2	\$ 1,550.00	\$ 3,100.00
33	Seed, Mulch Fertilizer (All Distrubed Areas)	L.S.	1	\$ 18,000.00	\$ 18,000.00

Total Street and Storm Sewer**\$ 360,570.00****Water Main Extension**

No.	Item	Unit	Quantity	Unit Price	Total Cost
34	Connect to Existing Main	Each	3	\$ 500.00	\$ 1,500.00
35	Standard Fire Hydrant Assembly	Each	3	\$ 4,000.00	\$ 12,000.00
36	6" PVC	L.F.	1140	\$ 28.00	\$ 31,920.00
37	8" PVC	L.F.	494	\$ 33.00	\$ 16,302.00
38	6"x8" VAT	Each	1	\$ 800.00	\$ 800.00
39	6"x6" Pigging Tee	Each	1	\$ 800.00	\$ 800.00
40	8"x6" Pigging Tee	Each	2	\$ 1,000.00	\$ 2,000.00
41	Grip Ring	Each	3	\$ 150.00	\$ 450.00
42	6" Gate Valve	Each	2	\$ 1,000.00	\$ 2,000.00
43	8" Gate Valve	Each	2	\$ 1,200.00	\$ 2,400.00
44	6" Plug Tapped 3/4"	Each	3	\$ 150.00	\$ 450.00
45	3/4" Brass Plug	Each	3	\$ 50.00	\$ 150.00
46	6" Anchor Coupling	Each	4	\$ 150.00	\$ 600.00
47	8" Anchor Coupling	Each	4	\$ 250.00	\$ 1,000.00
48	6" 45° Bend	Each	5	\$ 450.00	\$ 2,250.00
49	6" 22.5° Bend	Each	1	\$ 450.00	\$ 450.00
50	8" 45° Bend	Each	2	\$ 600.00	\$ 1,200.00
51	Dead End Line Assembly	Each	2	\$ 1,800.00	\$ 3,600.00

Total Water Main Extension**\$ 79,872.00****Total Sanitary Sewer****\$ 174,101.00****Total Street and Storm Sewer****\$ 360,570.00****Total Water Main Extension****\$ 79,872.00****Total Engineer's Estimate****\$ 614,543.00**

EXHIBIT C

COMMUNITY
DEVELOPMENT

City of Spring Hill, KS

Memo

To: Melanie Landis, Administrative Services Director
 From: Jim Hendershot, Community Development Director
 CC: Allenbrand-Drews Associates, Jim Long
 Date: December 4, 2015
 Re: Excise tax calculations, Village on Victory III Subdivision

MCK PARTNERSHIP, LLC, working with Allenbrand-Drews Associates, has submitted for approval of Village on Victory III Final Plat. I am now charged with calculating the excise tax upon Governing Body approval of the plat. The plat was reviewed and recommended for approval by the Planning Commission on December 3, 2015 and will be presented to the Governing Body on January 14, 2016. Once the final plat is approved by the Governing Body the developer will be invoiced for the tax amount. The Mayor will not sign the plat nor will the plat be recorded until the excise tax is paid.

If you agree with the calculations please sign the form and return to my office. I am also copying this memo to the design engineer for review and comments. Calculations are based on the provisions of Ordinance 2002-22 which establishes allowable deductions for specific areas within the plat, and Ordinance 2004-26 that establishes the excise tax rate of 12 cents per square foot of the calculated area as the preliminary plat was approved on May 3, 2003.

Plat Area		457,955 sq. ft.
Deductions	Street R-O-W (From Plat)	(75,909) sq. ft.
	Open Space (Tract A)	(46,110) sq. ft.
	Net area subject to excise tax	335,936 sq. ft
	Tax Rate	x <u>.12</u>
	Excise Tax Due	\$40,312.32

Melanie Landis, Finance Director

Jim Hendershot, Community Development Dir.

EXHIBIT D

AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 20__, by and between the **CITY OF SPRING HILL, KANSAS** (hereinafter "City") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, on the ____ day of _____, 20__, the City and _____ (hereinafter "Developer") entered into Improvement Agreement _____ marked Exhibit A, attached hereto and incorporated by reference (hereinafter "Improvement Agreement") relating to the construction of the described public improvements with the subdivision; and

WHEREAS, _____ of the Improvement Agreement provides that the Developer has the option to provide to the City separate performance and maintenance bonds (required by paragraph ____ of the Agreement), and erosion control bonds (required by paragraph ____ of the Agreement) from contractors for the described public improvements; and

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

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

1. Contractor agrees to perform the obligations of the Developer to provide a performance bond, maintenance bond, and erosion control bond to the City in accordance with paragraph ____ and paragraph ____ of the improvements described in the Improvement Agreement.
2. Contractor agrees to require the bond surety to include the attached Addendum to its each of its bonds which confirms that the obligations of the surety include the obligations of the Contractor under the Improvement Agreement.
3. The City agrees to permit the Contractor to provide the performance bond, maintenance bond, and erosion control bond to the City in accordance with paragraphs ____ of the Improvement Agreement.

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

CITY OF SPRING HILL, KANSAS

CONTRACTOR

Steven M. Ellis, Mayor

Authorized Representative

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JANUARY 14, 2016

DATE: JANUARY 6, 2016

Consent Agenda: Final Plat, Village on Victory III, FP-04-15

Issue: MCK Partnership, LLC has submitted a final plat application for Village on Victory III Subdivision located on east of Victory Road on 220th Terrace.

BACKGROUND: The applicant, MCK Partnership, LLC has submitted an application for an additional phase of development in the Village on Victory Subdivision located east of Victory Road on 220th Terrace. The preliminary plat for this subdivision (see above) was submitted and approved in 2003 with previous two final plats approved in 2004. In 2007 a final plat for the area directly south of the current application area was tabled by the Governing Body on numerous occasions and later declared null and void due to drainage issues that could not be resolved. These drainage issues involved off-site detention and property acquisition for stormwater control. This issue has been resolved by the current owner/developer with the installation of storm water detention on-site south of Tract A as shown on this plat.

Analysis: (See attached staff report, PC minutes, final plat drawing) The Spring Hill Planning Commission reviewed the application at their December 3, 2015 meeting. After discussion the PC voted unanimously to recommend approval of the final plat.

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

Legal Review: N/A

Funding Review or Budgetary Impact: 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 the Village on Victory III Final Plat.

Attachments: Planning Commission minutes, December 3, 2015
Staff Report, Village on Victory III, FP-04-15
Final Plat

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
AND ARE NOT OFFICIAL MINUTES
UNTIL APPROVED BY THE SPRING HILL PLANNING COMMISSION

City of Spring Hill, Kansas
Minutes of Planning Commission Regular Session
December 3, 2015

A Regular Session of the Planning Commission was held in the Spring Hill Civic Center, 401 N. Madison, Room 15, Spring Hill, Kansas on December 3, 2015. The meeting convened at 7:10 p.m. with Chairman Stephen Sly presiding, and Christie Campbell, Planning Secretary recording.

Commissioners in attendance: Stephen Sly
Troy Mitchell
Josh Nowlin
Janell Pollom
Paul Ray

Commissioners absent: Tobi Bitner
Cindy Squire
Tyler Vaughan
Michael Weber

Staff in attendance: Jim Hendershot, Community Development Director
Christie Campbell, Planning Secretary

Public in attendance: Mr. Jim Long, Village on Victory III Representative
Mr. Craig Porter, Village on Victory III Representative
Mr. Rogers Strickland, Spring Hill Self Storage Representative
Ms. Barb Bernitter, General Public

ROLL CALL

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

FORMAL ACTION

3. Final Plat (FP-04-15) – Village on Victory III

Beginning of Staff Report

End of Staff Report

Mr. Hendershot, Community Development Director, presented the staff report to the Planning Commission. Village on Victory III is a continuation of an existing subdivision. When it was originally platted in 2004, the first two phases sold quickly. In 2007, a final plat for the area directly south of the current application area was tabled by the Governing Body on numerous occasions and later declared null and void due to drainage issues that could not be resolved. These drainage issues involved off-site detention and property acquisition for storm water control. This issue has been resolved by the current owner/developer with the installation of storm water detention on-site south of Tract A.

THE FOLLOWING MINUTES ARE SUBJECT TO MODIFICATION
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Commissioner Mitchell asked if Tract A consisted of the area outlined in orange on the aerial location map that is included in the agenda packet. Mr. Hendershot indicated that this is an estimated outline to show location for purposes of discussion.

Commissioner Nowlin asked for clarification on the water basin drainage plan. Mr. Hendershot stated that it is basically a pond that will retain storm water drainage, and release it at the same rate that it naturally flows into the basin. Commissioner Nowlin also asked if there would be any other development just to the south of Tract A. Mr. Hendershot indicated that the water basin would be all on-site, and should not affect any future development.

Mr. Hendershot noted that the applicant has provided draft copies of the Homes Association Declaration and Declaration of Restrictions. Copies of these documents were provided to the Planning Commissioners at the start of the meeting.

The applicant, Mr. Craig Porter with MCK Partnership, LLC, stated that their goal in this development is to resolve the drainage issue and to create a buffer between the railroad tracks and the houses.

Motion by Mr. Mitchell, seconded by Ms. Pollom, for approval of Village on Victory III Final Plat, application FP-04-15 as presented by staff.

Roll Call Vote: Nowlin-Aye, Ray-Aye, Mitchell-Aye, Sly-Aye, Pollom-Aye

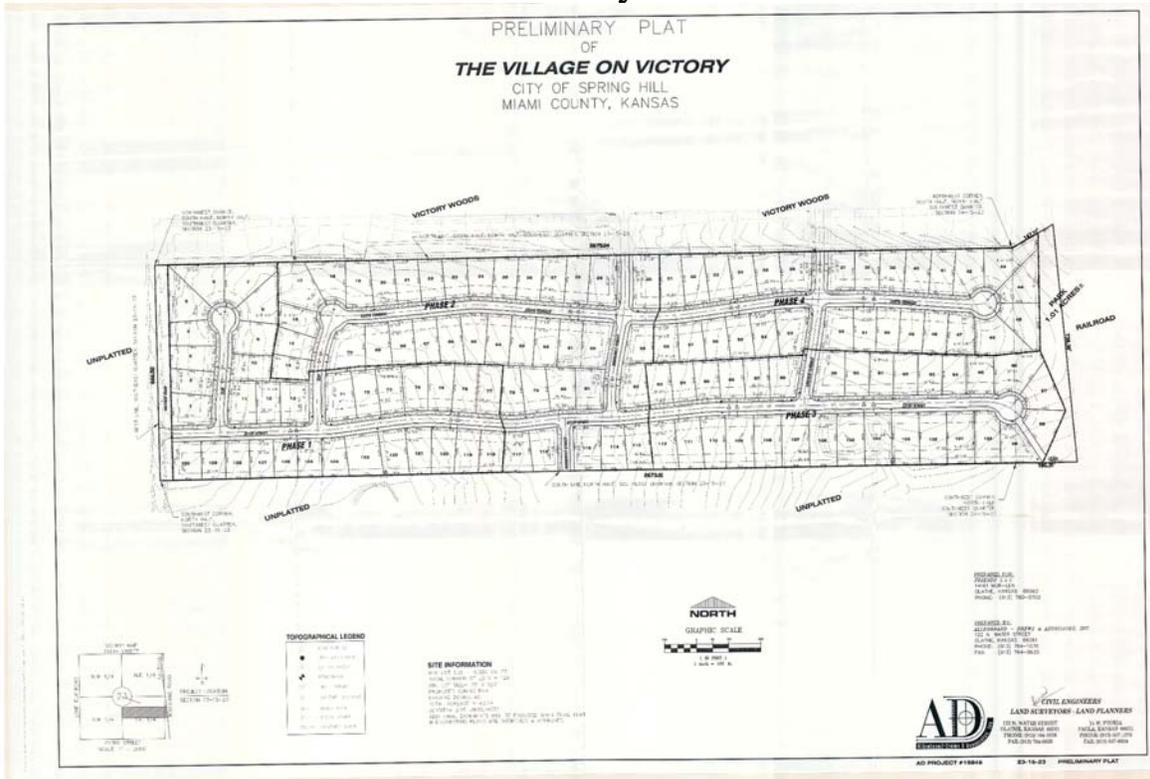
Motion carried 5-0-0

The Final Plat (FP-04-15) will be forwarded to the City Council for review on January 14, 2016.

Aerial Location



Preliminary Plat



BACKGROUND:

The applicant, MCK Partnership, LLC has submitted an application for an additional phase of development in the Village on Victory Subdivision located east of Victory Road on 220th Terrace. The preliminary plat for this subdivision (see above) was submitted and approved in 2003 with previous two final plats approved in 2004. In 2007 a final plat for the area directly south of the current application area was tabled by the Governing Body on numerous occasions and later declared null and void due to drainage issues that could not be resolved. These drainage issues involved off-site detention and property acquisition for stormwater control. This issue has been resolved by the current owner/developer with the installation of storm water detention on-site south of Tract A as shown on this plat.

STAFF COMMENT:

Staff has submitted the proposed final plat to utility providers, consultants, Spring Hill Public Works and JOCO Fire District #2 for review and comment. Comments from these individuals have been implemented into the plat as applicable. Staff finds the proposed final plat in substantial compliance with the approved preliminary plat and with the Spring Hill Subdivision Regulations.

Staff will submit a draft Improvement Agreement to the developer for review. Once approved by all parties, this Improvement Agreement will be forwarded to the Governing Body along with final plat. Due to the holiday season, anticipated action by the Governing Body is January 14, 2016.

In addition to the final plat, the applicant has submitted the required drawings showing cross sections and profiles of all streets, alleys and public use areas. Also submitted were drawings for the construction of storm drains, sanitary sewer lines and water lines. These drawings are being reviewed by the City Engineer, Public Works and applicable utility companies.

Staff is charged with making a determination that final plats are in substantial compliance with the approved preliminary plat. This plat has minor changes to lot sizes to account for Tract A to be enlarged from what is shown on the preliminary plat. This is due to storm water detention that was not provided in this area on the preliminary plat. Tract A is to be maintained by the Home Owners Association as open space. These changes are not substantial in nature and staff finds the final plat to be in compliance with the approved preliminary plat.

RECOMMENDATION:

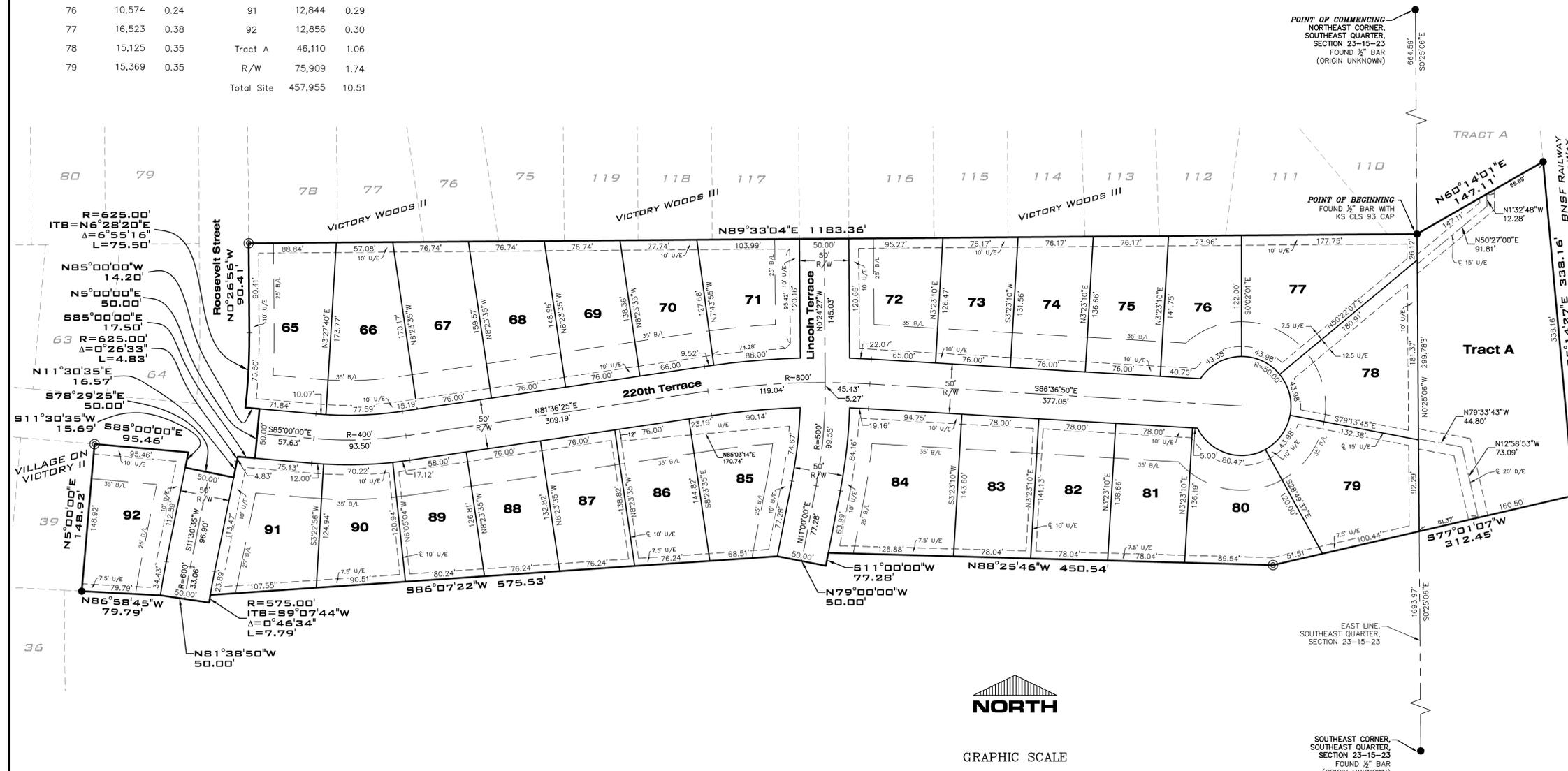
Staff recommends approval of FP-04-15, Village on Victory III.

Suggested motion: *Motion to recommend approval of Village on Victory III Final Plat, application FP-04-15 as presented by staff:*

Attachments: Village on Victory III Final Plat.

FINAL PLAT OF **THE VILLAGE ON VICTORY III** CITY OF SPRING HILL MIAMI COUNTY, KANSAS

LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES
65	14,218	0.33	80	12,571	0.29
66	12,959	0.30	81	10,719	0.25
67	12,530	0.29	82	10,912	0.25
68	11,724	0.27	83	11,105	0.25
69	10,918	0.25	84	17,200	0.39
70	10,145	0.23	85	13,702	0.31
71	11,787	0.27	86	10,778	0.25
72	11,243	0.26	87	10,322	0.24
73	9,805	0.23	88	9,866	0.23
74	10,192	0.23	89	9,601	0.22
75	10,580	0.24	90	9,769	0.22
76	10,574	0.24	91	12,844	0.29
77	16,523	0.38	92	12,856	0.30
78	15,125	0.35	Tract A	46,110	1.06
79	15,369	0.35	R/W	75,909	1.74
Total Site		457,955	10.51		



DESCRIPTION
All that part of the Southeast Quarter of Section 23 and the Southwest Quarter of Section 24, Township 15, Range 23, in the City of Spring Hill, Miami County, Kansas, described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 23; thence South 0 degrees 25 minutes 06 seconds East, along the East line of the Southeast Quarter of said Section 23, a distance of 664.59 feet, to the point of beginning; thence North 60 degrees 14 minutes 01 seconds East, along the South line of Tract A, Victory Woods III, a subdivision of land in the City of Spring Hill, Miami County, Kansas, a distance of 147.11 feet, to the Southeast corner of said Tract A, said point being on the Westerly right-of-way line of the BNSF Railway as it is now established; thence South 5 degrees 14 minutes 27 seconds East, along said Westerly right-of-way line, a distance of 338.16 feet; thence South 77 degrees 01 minutes 07 seconds West, a distance of 312.45 feet; thence North 88 degrees 25 minutes 46 seconds West, a distance of 450.54 feet; thence South 11 degrees 00 minutes 00 seconds West, a distance of 77.28 feet; thence North 79 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence South 86 degrees 07 minutes 22 seconds East, a distance of 575.53 feet; thence Southeast along a curve to the left, having a radius of 573.00 feet, an initial tangent bearing of South 9 degrees 07 minutes 44 seconds West, a central angle of 0 degrees 46 minutes 34 seconds, a distance of 7.79 feet; thence North 81 degrees 38 minutes 50 seconds West, a distance of 50.00 feet; thence North 86 degrees 58 minutes 45 seconds West, a distance of 79.79 feet, to the Southeast corner of Lot 39, Village on Victory II, a subdivision of land in the City of Spring Hill, Miami County, Kansas; thence North 5 degrees 00 minutes 00 seconds East, along the East line of said Lot 39, a distance of 148.92 feet, to the Northeast corner of said Lot 39; thence South 85 degrees 00 minutes 00 seconds East, along the South right-of-way line of 220th Terrace as it is now established, a distance of 95.46 feet; thence South 11 degrees 30 minutes 35 seconds West, a distance of 15.69 feet; thence South 78 degrees 29 minutes 25 seconds East, a distance of 50.00 feet; thence North 11 degrees 30 minutes 35 seconds East, a distance of 16.57 feet; thence Northeasterly along a curve to the left, having a radius of 625.00 feet, a central angle of 0 degrees 26 minutes 33 seconds, a distance of 4.83 feet; thence South 85 degrees 00 minutes 00 seconds East, a distance of 17.50 feet; thence North 5 degrees 00 minutes 00 seconds East, a distance of 50.00 feet; thence North 85 degrees 00 minutes 00 seconds West, a distance of 14.20 feet; thence Northerly along the East right-of-way line of Roosevelt Street, along a curve to the left, having a radius of 625.00 feet, an initial tangent bearing of North 6 degrees 28 minutes 20 seconds East, a central angle of 6 degrees 55 minutes 16 seconds, a distance of 75.50 feet; thence North 0 degrees 26 minutes 33 seconds East, a distance of 17.50 feet; thence North 11 degrees 30 minutes 35 seconds East, a distance of 16.57 feet; thence North 85 degrees 00 minutes 00 seconds East, a distance of 15.69 feet; thence North 81 degrees 38 minutes 50 seconds West, a distance of 50.00 feet; thence North 86 degrees 58 minutes 45 seconds West, a distance of 79.79 feet, to the Southeast corner of Lot 39, Village on Victory II, a subdivision of land in the City of Spring Hill, Miami County, Kansas; thence North 89 degrees 33 minutes 04 seconds East, along the South lines of said Victory Woods II and said Victory Woods III, a distance of 1183.36 feet, to the point of beginning, containing 10.51 acres, more or less.

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "VILLAGE ON VICTORY III".

DEDICATION
The undersigned proprietors of said property shown on this plat do hereby dedicate to public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, avenues, lanes, and alleys.

An easement or license is to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over, and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Spring Hill, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

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

EXECUTION
IN TESTIMONY WHEREOF, MCK Partnership, L.L.C., a Limited Liability Corporation, has caused this instrument of writing to be executed this _____ day of _____, 20____.

MCK Partnership, L.L.C.

Craig A. Porter - Managing Member

STATE OF _____)
COUNTY OF _____) SS:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Craig A. Porter, Managing Member of MCK Partnership, L.L.C., who is personally known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same for himself and for the uses and purposes herein set forth.

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

My Commission Expires: _____ Notary Public

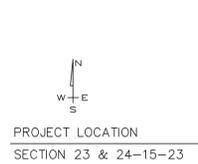
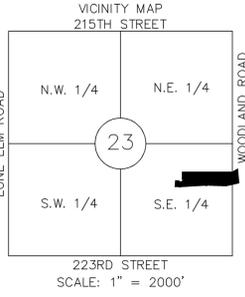
APPROVED BY, the Planning Commission of the City of Spring Hill, Kansas, this _____ day of _____, 20____.

Stephen Sly, Planning Commission Chair

APPROVED BY, the Governing Body of the City of Spring Hill, Kansas, this _____ day of _____, 20____.

Steven M. Ellis, Mayor Attest: Glenda Gerrity, City Clerk

TRACT "A" shall be parkland owned and maintained but the Village on Victory Homes Association.



- LEGEND**
- BAR FOUND AS DESCRIBED
 - ⊙ SET 1/2" X 24" REBAR WITH PLASTIC KS CLS 93 CAP
 - B/L BUILDING LINE
 - U/E UTILITY EASEMENT
 - D/E DRAINAGE EASEMENT

ERROR OF CLOSURE
Perimeter: 3787.10' Area: 457955.42 Sq. Ft.
Error Closure: 0.0117 Course: N45°10'02"E
Error North: 0.00826 East: 0.00831
Precision: 1: 323678.63

BASIS OF BEARINGS: FINAL PLAT OF VICTORY WOODS III.



THIS IS TO CERTIFY THAT ON THE 9TH DAY OF OCTOBER 2015, THIS FIELD SURVEY WAS COMPLETED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE "KANSAS MINIMUM STANDARDS" FOR BOUNDARY SURVEYS PURSUANT TO K.A.R. 66-12-1.

THE VILLAGE ON VICTORY III

**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**



AD
Allenbrand-Drews & Associates, Inc.

122 N. WATER STREET
OLATHE, KANSAS 66001
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: JANUARY 14, 2016
DATE: JANUARY 7, 2016

Formal Action

Issue: Ordinance authorizing the issuance and delivery of \$543,000 principal amount of taxable general obligation improvement bonds, series 2016A, of the City of Spring Hill, KS.

Background/Analysis: Series 2016A will be issued for the principal amount of \$543,000 as a general obligation improvement bond financing the improvements made to the existing water tower. This project was authorized and financing authority issued under previously approved resolution.

Funding Review or Budgetary Impact: The water tower improvements debt payments will be paid from the water user fees collected within the water fund over ten years. If adequate revenue is not available in the water fund, the City must levy and collect tax to cover the debt payments until such time the debt is paid in full.

Legal Review: Ordinance was prepared by Kutak Rock, the City's bond counsel and sent to the City's attorney for review.

Recommendation: Approval of an ordinance authorizing the issuance and delivery of \$543,000 principal amount of general obligation improvement bonds, series 2016A, of the City of Spring Hill, KS; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

Motion: Move to approve Ordinance 2016-01 authorizing the issuance and delivery of \$543,000 principal amount of general obligation improvement bonds, series 2016A, of the City of Spring Hill, KS; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

Attachments: Ordinance 2016-01 (draft)

ORDINANCE NO. 2016-01

AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF \$[543,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2016A (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF SPRING HILL, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.

WHEREAS, the City of Spring Hill, Kansas (the “City”), is a city of the second class, created, organized and existing under the laws of the State of Kansas (the “State”); and

WHEREAS, pursuant to K.S.A. 65-163d through 65-163u, as amended, and other applicable provisions of the laws of the State and proceedings of the City, the Governing Body of the City has authorized the construction of improvements to the public water supply system owned and operated by the City including refurbishment of the water tower and related appurtenances (the “Improvements”); and

WHEREAS, the Governing Body of the City is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Improvements and related expenses are at least \$[543,000], and it is necessary to issue general obligation bonds in the aggregate principal amount of \$[543,000] to pay the costs of the Improvements; and

WHEREAS, the Governing Body of the City has published a notice of intent to seek private placement of its general obligation bonds issued to finance the Improvements in accordance with K.S.A. 10-106 and at a meeting held in the City on this date, has awarded or will award the sale of such bonds to the lowest bidder; and

WHEREAS, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of \$[543,000] to pay the costs of the Improvements including the costs of issuance;

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

Section 1. Definitions of Words and Terms.

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

“**Bonds**” means the City’s General Obligation Bonds, Series 2016A (Taxable Under Federal Law), authorized by the Ordinance in the aggregate principal amount of \$[543,000], and dated February 18, 2016.

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

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

“**City Treasurer**” means the appointed and acting City Treasurer or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

“**Improvements**” means the improvements referred to in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

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

“**Ordinance**” means this Ordinance of the City authorizing the issuance of the Bonds.

“**Resolution**” means the Resolution of the City containing the terms and details of the Bonds.

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

Section 2. Authorization of and Security for the Bonds. There shall be issued and are authorized and directed to be issued the Bonds in the principal amount of \$[543,000], for the purpose of providing funds to pay the costs of the Improvements including payment of the costs of issuance.

The Bonds shall be general obligations of the City payable as to both principal and interest 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 Bonds as the same become due.

Section 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

Section 4. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time the taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay the principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments are collected.

Section 5. Further Authority. The Mayor, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

PASSED by the Governing Body of the City and approved by the Mayor on January 14, 2016.

CITY OF SPRING HILL, KANSAS

(Seal)

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

BOND PURCHASE AGREEMENT

**[\$543,000]
SPRING HILL, KANSAS
GENERAL OBLIGATION BONDS,
SERIES 2016A
(TAXABLE UNDER FEDERAL LAW)**

January 14, 2016

Governing Body of the
City of Spring Hill, Kansas
Spring Hill, Kansas

Ladies and Gentlemen:

1. [_____] (the “Purchaser”) hereby offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Spring Hill, Kansas (the “City”). This offer is made subject to the City’s acceptance, which shall be evidenced by the City’s execution of this Agreement and delivery of it to the Purchaser on or the day following the date of this Agreement. Upon the City’s acceptance of this offer, this Agreement shall be binding upon the Purchaser and the City, subject to the further provisions hereof.

2. Subject to the further provisions hereof, the Purchaser agrees to purchase from the City, and the City agrees to sell and deliver to the Purchaser, all of the City’s General Obligation Bonds, Series 2016A (Taxable Under Federal Law) (the “Bonds”), at the Purchase Price indicated on *Exhibit A* hereto. The Bonds will mature and bear interest as indicated in *Exhibit A*. The Purchase Price is to be used for the purposes set forth in the ordinance and resolution of the City adopted on January 14, 2016, authorizing the issuance of the Bonds (collectively, the “Bond Resolution”).

3. The Purchaser shall deliver the Purchase Price to the City in immediately available funds by 9:00 a.m., Central Time, on February 18, 2016, or such other date mutually agreed to by the City and the Purchaser (the “Closing Date”). Upon receipt of the Purchase Price, the City shall deliver the duly issued and executed Bonds to the Purchaser at [_____] , or at such other place mutually agreed to by the City and the Purchaser. (Such deliveries are referred to as the “Closing.”) The documents to support the Closing will be held and may be examined at the offices of Kutak Rock LLP in Kansas City, Missouri, on the Closing Date.

4. The Purchaser’s obligation to purchase the Bonds shall be subject to the Purchaser’s receipt of the approving opinion of Kutak Rock LLP, Bond Counsel.

5. The City shall pay or cause to be paid, from the proceeds from the sale of the Bonds or other funds available to it, the following expenses incident to the issuance and sale of

the Bonds (the “Costs of Issuance”): the fees and expenses of the Bond Registrar and the Paying Agent (excluding any subsequent transfer fees or other fees caused by the Purchaser), Kutak Rock LLP, Springsted Incorporated (the City’s Municipal Advisor) and any other professionals retained by the City in connection with the issuance of the Bonds and Bond printing costs. [In addition, the City shall pay the following costs of the Purchaser as set forth on the Purchaser’s bid form: _____.]

6. This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument. Photostatic copies of executed counterparts hereof or copies of executed counterparts hereof transmitted by facsimile transmission shall be binding to the same effect as originally signed counterparts.

7. This Agreement shall be governed by the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank]

[_____]

By _____
Authorized Officer

This Bond Purchase Agreement is hereby accepted by the City on the date and at the time set forth below:

CITY OF SPRING HILL, KANSAS

By _____
Steven M. Ellis, Mayor

Date of Signature: January 14, 2016

Time of Signature: _____ p.m.

EXHIBIT A

[Attach Bond Interest Rate(s) and Maturities]

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: JANUARY 14, 2016
DATE: JANUARY 7, 2016

Formal Action

Issue: Resolution prescribing the form and details of and authorizing the delivery of \$543,000 principal amount of general obligation improvement bonds, Series 2016A (taxable under federal law), of the City of Spring Hill, KS, previously authorized by an ordinance of the City.

Background/Analysis: Series 2016A will be issued for the principal amount of \$543,000 as a general obligation improvement bond financing the improvements made to the existing water tower. This project was authorized and financing authority issued under previously approved resolution.

Funding Review or Budgetary Impact: The water tower improvements debt payments will be paid from the water user fees collected within the water fund over ten years. If adequate revenue is not available in the water fund, the City must levy and collect tax to cover the debt payments until such time the debt is paid in full.

Legal Review: Resolution was prepared by Kutak Rock, the City's bond counsel and sent to the City's attorney for review.

Recommendation: Approval of resolution 2016-R-01 prescribing the form and details of and authorizing the delivery of \$543,000 principal amount of general obligation improvement bonds, Series 2016A, of the City of Spring Hill, KS, previously authorized by an ordinance of the City.

Motion: Approval of resolution 2016-R-01 prescribing the form and details of and authorizing the delivery of \$543,000 principal amount of general obligation improvement bonds, Series 2016A, of the City of Spring Hill, KS, previously authorized by an ordinance of the City.

Attachments: Resolution 2016-R-01 (draft)

RESOLUTION NO. 2016-R-01

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF \$[543,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2016A (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF SPRING HILL, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.

WHEREAS, the City of Spring Hill, Kansas (the “City”), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

WHEREAS, the Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds;

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

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions of Words and Terms.

“**Act**” shall mean the Constitution and statutes of the State including, but not limited to, K.S.A. 65-163d through 65-163u, as amended and supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, including interest during construction, 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 Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) 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 law.

“**Authorized Denominations**” means \$1,000 and any integral multiple thereof

“**Authorized Investments**” means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

“**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.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer, Topeka, Kansas, and any successors and assigns.

“Bonds” means the City’s General Obligation Bonds, Series 2016A (Taxable Under Federal Law), in the aggregate principal amount of \$[543,000], and dated February 18, 2016.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the City and the Original Purchaser.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operation.

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

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

“City Treasurer” means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed Assistant City Treasurer of the City.

“Costs of Issuance” shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, printing costs, 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.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Improvement Fund” means the fund by that name created in Section 5.01.

“Improvements” means the improvements referred to in the recitals to the Ordinance or any Substitute Improvements as defined in this Resolution.

“Interest Payment Dates” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing September 1, 2016.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as provided, whether at the Stated Maturity or call for redemption or otherwise.

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

“Ordinance” means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

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

“Outstanding” means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

(a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Register.

“Paying Agent” means the State Treasurer, 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.

“Principal and Interest Account” means the account by that name created by Section 5.01.

“Purchase Price” means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Resolution.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Resolution” means this resolution relating to the Bonds.

“**SEC Rule**” means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12).

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

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

“**State Treasurer**” means the elected Treasurer of the State or, in the Treasurer’s absence, the appointed Assistant Treasurer of the State.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements authorized pursuant to Section 6.04 of this Resolution.

“**Term Bonds**” means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II DETAILS OF THE BONDS

Section 2.01. Authorization of the Bonds. The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds to pay the Authorized Costs of the Improvements including payment of the Costs of Issuance.

The Bonds shall be general obligations of the City payable as to both principal and interest 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 Bonds as the same become due.

Section 2.02. Description of the Bonds. The Bonds shall consist of fully registered bonds in Authorized Denominations and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated February 18, 2016, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of 12 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

Section 2.03. Designation of Paying Agent and Bond Registrar. The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond 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 Bond 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 Bond Registrar meeting the requirements of State law.

Section 2.04. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at Maturity, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register 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 Bond Register; or
- (b) at such other address as is furnished to the Paying Agent in writing by such Owner.

Notwithstanding the provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of

such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 2.05. Method of Execution and Authentication of the Bonds. The Bonds 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 Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of the Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 2.06. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds 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 Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration,

transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on the Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 2.07. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed and any other expenses (including the fees and expenses of the Paying Agent).

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 2.09. Delivery of the Bonds. The Mayor and City Clerk are authorized and directed to cause the Bonds 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 Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

ARTICLE III REDEMPTION OF THE BONDS

Section 3.01. Optional Redemption. At the option of the City, Bonds maturing on [September 1, 2024], and thereafter may be called for redemption and payment prior to Stated Maturity on [September 1, 2023], or thereafter at any time in whole or in part (selection of Bonds 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 3.02. Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of any Term Bonds redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 3.03. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of \$1,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of \$1,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$1,000 are then Outstanding, then for all purposes in connection with such redemption each \$1,000 of face value shall be treated as though it were a separate Bond in the denomination of \$1,000. If it is determined that one or more, but not all, of the \$1,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$1,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

- (a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$1,000 unit or units of face value called for redemption; and

(b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than \$1,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Section 3.04. Notice of Redemption. In the event the City desires to call the Bonds for redemption prior to Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion called for redemption, and that interest shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the

Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Section 3.05. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

ARTICLE IV FORM OF THE BONDS

Section 4.01. Form of the Bonds. The Bonds 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, as amended and supplemented.

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.01. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

- (a) Improvement Fund for the City of Spring Hill, Kansas, General Obligation Bonds, Series 2016A (Taxable Under Federal Law); and
- (b) Principal and Interest Account for the City of Spring Hill, Kansas, General Obligation Bonds, Series 2016A (Taxable Under Federal Law).

Section 5.02. Administration of Funds and Accounts. The funds and accounts established shall be administered in accordance with the provisions of the Resolution so long as the Bonds are Outstanding.

ARTICLE VI APPLICATION OF BOND PROCEEDS

Section 6.01. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

- (a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and the premium on the Bonds, if any, set forth on *Exhibit B*;

(b) The balance of the proceeds of the Bonds shall be deposited into the Improvement Fund.

Section 6.02. 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, including the Costs of Issuance of the Bonds.

Section 6.03. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements shall be transferred immediately to the Principal and Interest Account.

Section 6.04. Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VII PAYMENT OF THE BONDS

Section 7.01. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 7.02. 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, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall 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 7.03. 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 Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

**ARTICLE VIII
DEPOSITS AND INVESTMENT OF FUNDS**

Section 8.01. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 8.02. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such 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 such fund or account.

**ARTICLE IX
DEFAULT AND REMEDIES**

Section 9.01. Remedies. The provisions of the Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds 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 Bonds.

Section 9.02. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 9.03. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such 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. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this 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 shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, 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 X AMENDMENTS

Section 10.01. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds 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 Bonds 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.

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

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

Amendments or modifications of the Bonds 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 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

Section 10.02. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds 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 and shall be deemed to be a part of the Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of the Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond 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 XI DEFEASANCE

Section 11.01. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained and the pledge of the City's faith and credit and all other rights granted shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of the Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Resolution.

ARTICLE XII DISCLOSURE

Section 12.01. Exemption from SEC Rule 15c2-12. The City represents in connection with paragraph (a) of the Securities and Exchange Commission Rule 15c2-12 that the Bonds are

not part of an offering of municipal securities with an aggregate principal amount of \$1,000,000 or more.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

Section 13.01. Bond Purchase Agreement. The Mayor and the City Clerk are authorized to enter into the Bond Purchase Agreement between the City and the Original Purchaser in substantially the form submitted to the Governing Body concurrently with the adoption of the Resolution, under which the City agrees to sell the Bonds to the Original Purchaser at the Purchase Price, upon the terms and conditions set forth, with such changes as shall be approved by the Mayor and the City Clerk, which officers are authorized to execute such document for and on behalf of the City, such officers' signatures thereon being conclusive evidence of their approval.

Section 13.02. Severability. In case any one or more of the provisions of the Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Resolution, or of the Bonds appertaining thereto, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Resolution shall for any reason be held 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 13.03. Further Authority. The Mayor, City Clerk and other officials of the City are further authorized and directed to execute any and all documents, to take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Resolution and to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 13.04. Governing Law. The Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 13.05. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City and after publication of the Ordinance.

[Remainder of Page Intentionally Left Blank]

ADOPTED by the City Council of the City on January 14, 2016.

Signed by the Mayor on January 14, 2016.

CITY OF SPRING HILL, KANSAS

(Seal)

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

**EXHIBIT A
(FORM OF BOND)**

REGISTERED
NUMBER R- _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTIES OF JOHNSON AND MIAMI
CITY OF SPRING HILL

GENERAL OBLIGATION BOND
SERIES 2016A
(TAXABLE UNDER FEDERAL LAW)

Interest Rate: _____ %	Maturity Date: September 1,	Dated Date: February 18, 2016
------------------------------	-----------------------------------	-------------------------------------

REGISTERED OWNER:

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 owner identified above or registered assigns (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 at the rate of interest per annum set forth above (computed on the basis of a 360-day year of 12 30-day months), semiannually on March 1 and September 1 of each year, commencing September 1, 2016 (the "Interest Payment Dates"), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the record date for such interest, which shall be the fifteenth 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 Bond Register, or (b) at such other address as is furnished to the Paying Agent in writing by the Owner. The principal or redemption price of and interest on

the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

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

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 Bond 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 bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond 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 seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

CITY OF SPRING HILL, KANSAS

(Seal)

By _____ (facsimile)
Mayor

Attest:

(facsimile)
City Clerk

=====

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2016A (Taxable Under Federal Law), of the City of Spring Hill, Kansas, described in the within-mentioned Resolution.

Registration Date _____

OFFICE OF THE STATE TREASURER
TOPEKA, KANSAS,
as Bond Registrar and Paying Agent

By _____

Registration Number _____

=====

FURTHER TERMS AND PROVISIONS

This Bond is one of an authorized series of Bonds of the City designated “General Obligation Bonds, Series 2016A (Taxable Under Federal Law),” in an aggregate principal amount of \$[543,000] (the “Bonds”) issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the “Resolution”). The Bonds 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. 65-163d through 65-163u, as amended and supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest 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 Bond and the issue of which it is a part as the same respectively become due.

Optional Redemption. At the option of the City, Bonds maturing on [September 1, 2024], and thereafter, may be called for redemption and payment prior to maturity on [September 1, 2023], or thereafter at any time, in whole or in part (selection of Bonds 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.

[Sinking Fund Redemption. Each of the Bonds maturing on September 1, 20__ (the “Term Bonds”), shall also be subject to mandatory redemption and payment on September 1, 20__, or on any September 1 thereafter, pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to the date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.]

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than \$1,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each \$1,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of \$1,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first-class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above 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 Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of \$1,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner or the Owner’s authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal or redemption price and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

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

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 Bond 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 bonds, does not exceed any constitutional or statutory limitation.

=====

LEGAL OPINION

I, the City Clerk of the City of Spring Hill, Kansas, certify that the following is a true and correct copy of the approving legal opinion on this Bond and the series of which it is a part, except that it omits the date of such opinion; that this opinion was manually executed and was dated and issued as of the date of delivery of and payment for the Bonds and is on file in my office.

By _____ (facsimile)
City Clerk

[PRINTED LEGAL OPINION]

=====

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 this Bond has been registered in my office according to law as of January 14, 2016.

WITNESS my hand and official seal.

(Seal) By _____ (facsimile)
City Clerk

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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 Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By _____ (facsimile)
Treasurer of the State of Kansas

BOND ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

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

the within Bond and all rights thereunder, and irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By _____
Name _____
Title _____

EXHIBIT B

ADDITIONAL TERMS OF THE BONDS

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

“Ordinance” means Ordinance No. _____ of the City authorizing the issuance of the Bonds.

“Original Purchaser” means _____, _____, _____, the original purchaser of the Bonds.

“Purchase Price” for the Bonds shall be the par value of the Bonds plus accrued interest to the date of delivery, [plus a premium of \$_____]; less an underwriting discount of \$_____].

[**“Term Bonds”** shall mean the Bonds maturing in the year 20__.]

Maturity Schedule. All of the Bonds shall be become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity September 1	Principal Amount	Interest Rate
2016	\$,000	%
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		

[TERM BONDS

Stated Maturity September 1	Principal Amount	Interest Rate
20__	\$,000	%

The Term Bonds shall also be subject to mandatory redemption and payment on September 1, _____, or on any Stated Maturity thereafter, pursuant to the redemption schedule set

out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the Term Bonds in each of the following years:

Principal Amount	Year
\$,000	20__
,000	20__
,000	20__
,000	20__*

*Final Maturity.]

Agenda Item Review Sheet

To: Mayor and City Council
From: Frank H. Jenkins, Jr., City Attorney
Date: December 21, 2015
Meeting: January 14, 2016

Formal Action: Consider Resolution approving acquisition of easements for the Wilson Street Storm Sewer Project Phase III.

Issue: Acceptance of additional permanent and temporary easements relating to the Wilson Street Storm Sewer Improvement Project Phase III.

Background: John Amrein, the City's land acquisition agent, has concluded negotiations with the following designated landowners. The proposed amounts of compensation are to be paid to the landowners for the designated property interests as set forth below:

Tract No.	Owner/Type of Acquisition	Compensation
7 & 8	Talley (Temporary Construction Easement and Permanent Utility and Drainage Easement)	\$1,260.00
4 & 5	Talley (Temporary Construction Easement and Permanent Utility and Drainage Easement)	\$2,205.00
6	GPH (Temporary Construction Easement)	\$3,310.00

The compensation amounts are within the settlement authority approved by the City Council.

Funding Review or Budgetary Impact: Land acquisition costs are paid from USDA loan/bond issue funds.

Recommendation: John Amrein's recommendation is for approval of the acceptance of the easements and payment of compensation.

Alternatives:

1. Motion to approve the Resolution accepting the permanent and temporary easements and authorizing payment of compensation to the respective landowners.
2. Motion directing staff to provide additional information and pursue further negotiations with the landowners.

Attachment: Resolution

cc: Jonathan Roberts, City Administrator
Glenda Gerrity, City Clerk
Melanie Landis, Director of Finance
Jeff Rupp, Assistant Director of Public Works
Jim Hendershot, Director of Community Development
John Brann, City Engineer
John Amrein, Land Acquisition Agent

RESOLUTION NO. 2016-R-02

A RESOLUTION ACCEPTING THE DEDICATION OF PERMANENT UTILITY AND DRAINAGE EASEMENTS AND CONSTRUCTION EASEMENTS FOR THE WILSON STREET STORM SEWER IMPROVEMENT PROJECT (PHASE III).

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

SECTION ONE. The City of Spring Hill, Kansas, hereby accepts the dedication of permanent utility and drainage easements and construction easements from the following landowners in consideration of the payment of the designated compensation:

Tract No.	Owner/Type of Acquisition	Compensation
7 & 8	Talley (Temporary Construction Easement and Permanent Utility and Drainage Easement)	\$1,260.00
4 & 5	Talley (Temporary Construction Easement and Permanent Utility and Drainage Easement)	\$2,205.00
6	GPH (Temporary Construction Easement)	\$3,310.00

SECTION TWO. The City Clerk is hereby authorized and directed to file the permanent utility and drainage easements with the Records and Tax Administration (RTA) of Johnson County, Kansas, and the Director of Finance is authorized to pay the designated compensation to the respective landowners.

ADOPTED by the City Council this 14th day of January, 2016.

APPROVED by the Mayor this 14th day of January, 2016.

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

Approved as to Form:

Frank H. Jenkins Jr., City Attorney