

**SPRING HILL CITY COUNCIL  
REGULAR MEETING  
AGENDA  
THURSDAY, MAY 26, 2016  
7:00 P.M.  
SPRING HILL CIVIC CENTER  
401 N. MADISON – ROOM 15**

**CALL TO ORDER**

**INVOCATION** Pastor Irvin Middlebusher, Ocheltree Baptist Church

**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: May 12, 2016
2. Appropriation Order 2016-05-26
3. Consider Approval of Special Event: Fishing Derby, Spring Hill Recreation Commission
4. Consider Approval of Special Event: Family Camping Night, Spring Hill Recreation Commission
5. Consider Approval of Job Description: Project Coordinator
6. Consider Approval of Application: 2017 Community Development Block Grant, Johnson County, Kansas
7. Consider Approval of Contract: Federal Fund Exchange
8. Consider Approval of Agreement: Verizon GSA Funding Agreement
9. Consider Approval of Agreement: Right to Access Office 365 (Microsoft Exchange), LiftOff, LLC

10. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0001, Trieb's T-Town Fireworks, LLC, 18781 US 169 Hwy, Steve Trieb
11. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0002, Jakes Fireworks, Inc., 22362 S. Harrison, Karen Spielbusch
12. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0003, Pyro Papa's at 199<sup>th</sup> & 169 Hwy/20020 Webster Street, Carol Lang
13. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0004, Eddie's Discount Fireworks at 22200 S. Webster, Adam Shay
14. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0005, PyroCrew Fireworks, LLC, 21936 S. Webster, (220<sup>th</sup> & Webster), Steve Sherwood
15. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0006, 20501 Lone Elm Road (Lone Elm & US 169 Hwy), Dale Shay
16. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0007, Fireworks Mania, LLC, NE corner of 169 Hwy & 191<sup>st</sup> St., Mark Stenberg
17. Consider Approval of Commercial Fireworks Retail Sales Permit: FS-2016-0008, Fireworks Mania, LLC, 20651 W. 191<sup>st</sup> St (SE corner of 169 Hwy & 191<sup>st</sup> St.) Mark Stenberg

#### **FORMAL COUNCIL ACTION**

18. Ordinance No. 2016-06: Consider Approval of Vacation of Easement: Prairie Ridge Subdivision
19. Resolution No. 2016-R-13: Range of Salaries of Various City Officers and Employees
20. Consider Approval of Agreement: Manahan Consulting, LLC
21. Consider Approval of Bowery Subdivision Excise Tax Waiver

#### **DISCUSSION**

22. 2016-2021 Capital Improvement Program

#### **ANNOUNCEMENTS and REPORTS**

#### **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  
May 12, 2016**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on May 12, 2016. The meeting convened at 7:10p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Clint Gillis  
Floyd Koder  
Andrea Hughes  
Chris Leaton arrived at 7:12p.m.

Councilmembers absent: Chad Eckert

Staff in attendance: City Administrator Jonathan Roberts  
Finance Director Melanie Landis  
Community Development Director Jim Hendershot

Consultants in attendance: City Attorney Frank Jenkins

**ROLL CALL**

The City Clerk called the roll of the City Council at 7:00pm. With no quorum present, the Mayor declared a recess until 7:10p.m.

At 7:10p.m., the City Clerk called the roll of the City Council. With a quorum present, the meeting commenced.

**APPROVAL OF THE AGENDA**

The Mayor requested to delete the Executive Session.

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

**CITIZEN PARTICIPATION:**

There was no citizen participation

At 7:12 p.m., Councilman Leaton arrived at the meeting.

**PUBLIC HEARING:**

**2017 Community Development Block Grant Application**

The Mayor opened the public hearing for the 2017 Community Development Block Grant Application.

The Community Development Director stated that city staff has been working on plans to renovate the Civic Center that includes improvements for accessibility related to the American with Disabilities Act (ADA). The City has the opportunity to apply for Community Development Block Grant funds for ADA improvements to facilities through Johnson County Community Development. The City intends to request the maximum amount of 200K for these ADA improvements to the Civic Center. Mr. Hendershot also explained that the renovation project is directly related to the comments received from Project Connect participants. One of the top two comments was the need for a community center. The City has also received comments to take care of their buildings.

The Mayor requested comments from the public.

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

Deborah Hickman, 19401 W. 200<sup>th</sup> Street, Spring Hill, Kansas, thanked the City Council for the opportunity to speak at the hearing. Ms. Hickman stated that there was no information included in the agenda packet about the project and was unable to familiarize herself about the project before the meeting. Ms. Hickman stated that she did speak to Mr. Hendershot on the telephone about the project. She requested that in the future, the City consider modifying the process and present the information to the public, provide written information about the project and then have the public hearing so the City Council can consider the comments received from the public.

With no further comments, the Mayor closed the public hearing.

Mr. Hendershot added that the public hearing notice was published in the official newspaper, per the Affidavit of Publication. (The hearing notice was published 04/27/16 in the Miami County Republic.)

**CONSENT AGENDA:**

**Motion by** Leaton, seconded by Gillis, to approve the Consent Agenda.

1. **Approval of Minutes: April 28, 2016**
2. **Consider Approval of Changer Order No. 1: Nichols/Race Street Storm Sewer Project, Linaweaver Construction, Inc.**
3. **Consider Approval of Temporary Use Permit: TUP-04-16, Farmers Market, Deana Finch**
4. **Consider Approval of Special Event: End of School Bash, Spring Hill Recreation Commission, Trishelle Griswold**

Motion carried 4-0-0.

**FORMAL COUNCIL ACTION**

**5. Appropriation Order 2016-05-12**

The appropriation order was presented for consideration in the amount of \$253,722.12.

**Motion by** Leaton, seconded by Koder, to approve appropriation order 2016-05-12. Motion carried 3-0-1 (Gillis) Mr. Gillis abstained due to a conflict of interest since his business was a payee in the appropriation order.

**DISCUSSION**

**6. Review 2016-2021 Capital Improvement Program**

The Finance Director presented the 2016-2021 Capital Improvement Program. The plan provided the list of projects per year, project description, funding source, project cost, annual budget impact and project status including the expected completion date of the project. Staff requested that the City Council review the program and provide feedback for the 2017 budget process. The Mayor requested that the City Council review the document and directed staff to place this item for discussion at the May 26<sup>th</sup> City Council meeting.

**ADJOURN**

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

The meeting adjourned at 7:58p.m.

---

Glenda Gerrity, City Clerk

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

# CITY OF SPRING HILL, KANSAS

## APPROPRIATION ORDER NUMBER 2016-05-26 PRESENTED: May 26, 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:	\$417,883.35
Payroll:	\$58,297.03
	\$476,180.38

### **Section 2:**

Claims presented for approval of payment:

Accounts Payable:	<hr/>
	\$0.00

**Total amount of the Appropriation Order: \$476,180.38**

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1011087	3/31/2016	ACTIVE NETWORK, INC TRAINING & SEMINARS	01-11-7640	\$ 700.00	78016	5/9/2016
1011087	3/31/2016	ACTIVE NETWORK, INC TRAINING & SEMINARS	01-12-7640	\$ 700.00	78016	5/9/2016
		ACTIVE NETWORK, INC		\$ 1,400.00		
		AETNA				
PR20160506	5/6/2016	AETNA-457 PLAN	01-00-2035	\$ 257.50	1283283	5/11/2016 E
PR20160506	5/6/2016	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283283	5/11/2016 E
PR20160506	5/6/2016	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283283	5/11/2016 E
		AETNA		\$ 327.50		
		AFLAC				
2698	2/12/2016	AFLAC	01-01-5120	\$ 2,256.32	216331	5/12/2016
429070	4/1/2016	INSURANCE/BENEFITS	01-01-5120	\$ 2,256.32	216331	5/12/2016
		AFLAC		\$ 4,512.64		
		ALL-CITY MANAGEMENT				
43305	4/20/2016	CROSSING GUARD SERVICE	01-05-7742	\$ 1,045.03	216316	5/13/2016
		ALL-CITY MANAGEMENT		\$ 1,045.03		
		AMERICAN LEGION POST #350				
160204	4/5/2016	DONATIONS	01-07-6040	\$ 250.00	78017	5/9/2016
		AMERICAN LEGION POST #35		\$ 250.00		
		AMERICAN SWEEPING INC.				
65300005	5/3/2016	STREET SWEEPING	01-02-7140	\$ 2,797.50	78036	5/19/2016
		AMERICAN SWEEPING INC.		\$ 2,797.50		
		ATRONIC ALARMS, INC				
150220	4/24/2016	FIRE ALARM MONITORING SE	01-17-7740	\$ 19.50	216332	5/12/2016
		ATRONIC ALARMS, INC		\$ 19.50		
		BUS ANDREWS TRUCK EQUIP				
W 51723	4/12/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 1,246.25	78037	5/19/2016
W 52111	4/8/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 1,875.53	78037	5/19/2016
W 52187	4/20/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 306.90	78037	5/19/2016
		BUS ANDREWS TRUCK EQUIP		\$ 3,428.68		
		CHAMPION BRANDS, LLC				
499039	4/22/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 57.21	216317	5/13/2016
		CHAMPION BRANDS, LLC		\$ 57.21		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		CMI				
321424	4/19/2016	STREET MATERIALS	10-02-6330	\$ 19.12	216318	5/13/2016
321870	4/14/2016	HAND EQUIPMENT & TOOLS	01-02-6360	\$ 10.79	216318	5/13/2016
321969	4/19/2016	POOL BUILDING MAINTENANC	01-12-6160	\$ 1.26	216318	5/13/2016
321978	4/19/2016	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 1.15	216318	5/13/2016
322000	4/19/2016	DRAINAGE PIPE	10-02-6320	\$ 208.73	216318	5/13/2016
322036	4/20/2016	POOL BUILDING MAINTENANC	01-12-6160	\$ 3.20	216318	5/13/2016
322093	4/22/2016	SIGNS	10-02-6310	\$ 35.42	216318	5/13/2016
				-----		
		CMI		\$ 279.67		
		COMFORT DESIGNS HEATING				
16-10512	5/2/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 1,100.00	78038	5/19/2016
604251546	4/26/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 304.52	78038	5/19/2016
				-----		
		COMFORT DESIGNS HEATING		\$ 1,404.52		
		CROFT TRAILER SUPPLY, INC				
203594	4/14/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 137.67	216319	5/13/2016
204418	4/20/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 140.00	216319	5/13/2016
				-----		
		CROFT TRAILER SUPPLY, IN		\$ 277.67		
		CROSS-MIDWEST TIRE CO.				
260072112	4/20/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 214.25	216320	5/13/2016
				-----		
		CROSS-MIDWEST TIRE CO.		\$ 214.25		
		CUMMINS CENTRAL POWER, LL				
004-73250	3/27/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 313.60	78039	5/19/2016
004-73252	3/27/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 479.04	78039	5/19/2016
004-73254	3/27/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 370.26	78039	5/19/2016
004-73256	3/27/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 380.26	78039	5/19/2016
004-73258	3/27/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 277.83	78039	5/19/2016
004-73260	3/27/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 197.35	78039	5/19/2016
004-73262	3/27/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 197.35	78039	5/19/2016
004-73264	3/27/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 435.41	78039	5/19/2016
				-----		
		CUMMINS CENTRAL POWER, L		\$ 2,651.10		
		DELL FINANCIAL SERVICES				
78475114	4/16/2016	LEASE - DELL	01-01-8120	\$ 241.31	78018	5/9/2016
78475114	4/16/2016	LEASE - DELL	01-11-8120	\$ 15.49	78018	5/9/2016
XJX444NT7	4/8/2016	COMPUTER EQUIPMENT	01-09-8120	\$ 3,168.60	78018	5/9/2016
				-----		
		DELL FINANCIAL SERVICES		\$ 3,425.40		
		DIGITAL CONNECTIONS INC				
38453	4/15/2016	EQUIPMENT MAINTENANCE	01-09-6130	\$ 380.43	78019	5/9/2016
38453	4/15/2016	EQUIPMENT MAINTENANCE	01-13-6110	\$ 28.82	78019	5/9/2016
38453	4/15/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 175.33	78019	5/9/2016
				-----		
		DIGITAL CONNECTIONS INC		\$ 584.58		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
161204	4/12/2016	DIVISION OF HEALTH & ENV. LAB ANALYSIS	20-14-7240	\$ 494.00	78040	5/19/2016
				-----		
		DIVISION OF HEALTH & ENV		\$ 494.00		
33122	4/27/2016	EDWARDS CHEMICALS, INC. POOL CHEMICALS	01-12-6130	\$ 2,202.08	78041	5/19/2016
33123	4/27/2016	POOL CHEMICALS	01-12-6130	\$ 1,175.55	78041	5/19/2016
				-----		
		EDWARDS CHEMICALS, INC.		\$ 3,377.63		
854	4/21/2016	EXACT MOBILE CONCRETE DRAINAGE PIPE	10-02-6320	\$ 982.00	216321	5/13/2016
				-----		
		EXACT MOBILE CONCRETE		\$ 982.00		
144080	4/26/2016	FARMERS UNION CO-OPERATIV TREES & SHRUBS	01-03-7220	\$ 3.98	78042	5/19/2016
144190	4/29/2016	TREES & SHRUBS	01-03-7220	\$ 16.71	78042	5/19/2016
				-----		
		FARMERS UNION CO-OPERATI		\$ 20.69		
SKC1117465	4/21/2016	FASTENAL COMPANY HAND EQUIPMENT AND TOOLS	01-02-6360	\$ 14.35	216322	5/13/2016
SKC1117477	4/22/2016	PERSONAL PROTECTION EQUI	01-02-6370	\$ 49.24	216322	5/13/2016
SKC1117478	4/22/2016	PARK SUPPLIES/MATERIALS	01-03-6330	\$ 180.15	216322	5/13/2016
				-----		
		FASTENAL COMPANY		\$ 243.74		
7909	5/2/2016	FLAPPAN CONSULTING, INC. AIR SAMPLES - CITY HALL	31-31-8500	\$ 250.00	78043	5/19/2016
				-----		
		FLAPPAN CONSULTING, INC.		\$ 250.00		
160205	5/2/2016	FOLEY EQUIPMENT COMPANY EQUIPMENT	86-00-8110	\$ 31,945.00	78033	5/9/2016
				-----		
		FOLEY EQUIPMENT COMPANY		\$ 31,945.00		
26273	5/3/2016	G & J AUTO TRIM, INC. EQUIPMENT MAINTENANCE	01-12-7670	\$ 250.00	78044	5/19/2016
				-----		
		G & J AUTO TRIM, INC.		\$ 250.00		
2450B	1/1/2016	GABRIELLE A CHAVARRIA DEPOSIT REFUND	01-00-2050	\$ 75.00	78045	5/19/2016
				-----		
		GABRIELLE A CHAVARRIA		\$ 75.00		
19643	4/18/2016	GENEVIEVE HOLLINGER COURT BOND	01-00-2200	\$ 220.00	78046	5/19/2016
				-----		
		GENEVIEVE HOLLINGER		\$ 220.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
306581-PA	4/27/2016	GERKEN RENT-ALL PORTABLE RESTROOM	01-03-7240	\$ 110.00	78047	5/19/2016
306582-PA	4/27/2016	PORTABLE RESTROOM	01-03-7240	\$ 110.00	78047	5/19/2016
				-----		
		GERKEN RENT-ALL		\$ 220.00		
PR20160506	5/6/2016	H KENT HOLLINS Garnishment	01-00-2040	\$ 251.34	78035	5/11/2016
				-----		
		H KENT HOLLINS		\$ 251.34		
3873938	4/26/2016	HAWKINS INC CHEMICALS	25-15-6340	\$ 2,260.45	78048	5/19/2016
				-----		
		HAWKINS INC		\$ 2,260.45		
PR20160506	5/6/2016	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 17,745.44	1283282	5/11/2016 E
PR20160506	5/6/2016	FED/FICA TAX	20-00-2020	\$ 1,262.81	1283282	5/11/2016 E
PR20160506	5/6/2016	FED/FICA TAX	25-00-2020	\$ 1,503.92	1283282	5/11/2016 E
				-----		
		INTERNAL REVENUE SERVICE		\$ 20,512.17		
72021	2/29/2016	ITALK TELECONTRACTING PROFESSIONAL SERVICES	01-09-7710	\$ 661.25	78020	5/9/2016
72021	2/29/2016	PROFESSIONAL SERVICES	20-14-7710	\$ 330.62	78020	5/9/2016
72021	2/29/2016	PROFESSIONAL SERVICES	25-15-7710	\$ 330.63	78020	5/9/2016
72148	3/18/2016	PROFESSIONAL SERVICES	01-09-7740	\$ 233.75	78020	5/9/2016
72250	4/5/2016	PROFESSIONAL SERVICES	01-09-7740	\$ 403.75	78020	5/9/2016
				-----		
		ITALK TELECONTRACTING		\$ 1,960.00		
161904	4/19/2016	JIM HENDERSHOT HOA ICC ANNUAL MTG. - 20	01-16-7640	\$ 183.06	216323	5/13/2016
				-----		
		JIM HENDERSHOT		\$ 183.06		
162104	4/21/2016	JOHNSON COUNTY SHERIFF'S PROFESSIONAL SERVICES	01-05-7740	\$ 400.00	78021	5/9/2016
				-----		
		JOHNSON COUNTY SHERIFF'S		\$ 400.00		
162903	3/29/2016	KC,KANSAS POLICE DEPARMENT TRAINING	01-05-7640	\$ 295.00	78022	5/9/2016
				-----		
		KC,KANSAS POLICE DEPARME		\$ 295.00		
6040462	4/30/2016	KANSAS ONE-CALL CONTRACTUAL SERVICES	20-14-7740	\$ 14.91	78049	5/19/2016
6040462	4/30/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 14.92	78049	5/19/2016
6040462	4/30/2016	PROFESSIONAL SERVICES	01-02-7740	\$ 14.92	78049	5/19/2016
				-----		
		KANSAS ONE-CALL		\$ 44.75		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
PR20160506	5/6/2016	KANSAS PAYMENT CNTR CHILD SUPPORT 1	01-00-2040	\$ 158.31	78034	5/11/2016
		KANSAS PAYMENT CNTR		\$ 158.31		
162704	4/27/2016	KCP&L (18095 W 199TH ST) ELECTRIC SERVICE 18095 W 199TH ST SIREN	01-02-7626	\$ 20.55	1283288	5/09/2016 E
		KCP&L (18095 W 199TH ST)		\$ 20.55		
162704	4/27/2016	KCP&L (18539 WOODLAND RD) ELECTRIC SERVICE 18539 WOODLAND RD	25-15-7626	\$ 103.76	1283287	5/09/2016 E
		KCP&L (18539 WOODLAND RD)		\$ 103.76		
162704	4/27/2016	KCP&L (18700 W 191ST ST) 18700 W 191ST ST	25-15-7626	\$ 116.13	1283289	5/09/2016 E
		KCP&L (18700 W 191ST ST)		\$ 116.13		
1628204	4/28/2016	KCP&L (18899 S LONE ELM) ELECTRIC SERVICE 18899 S LONE ELM RD	25-15-7626	\$ 152.60	1283290	5/09/2016 E
		KCP&L (18899 S LONE ELM)		\$ 152.60		
162804	4/28/2016	KCP&L (20281 LONE ELM RD) ELECTRIC SERVICE 20281 LONE ELM RD	01-02-7626	\$ 20.98	1283291	5/09/2016 E
		KCP&L (20281 LONE ELM RD)		\$ 20.98		
161304	4/13/2016	KCP&L (20900 SYCAMORE DR) ELECTRIC SERVICE 20900 SYCAMORE DR	01-12-7626	\$ 2,287.04	1283294	5/09/2016 E
		KCP&L (20900 SYCAMORE DR)		\$ 2,287.04		
161104	4/11/2016	KCP&L (22012 VICTORY RD) ELECTRIC SERVICE 22012 VICTORY RD	01-02-7626	\$ 41.81	1283295	5/09/2016 E
		KCP&L (22012 VICTORY RD)		\$ 41.81		
160905	5/9/2016	KCP&L (22470 S FRANKLIN) ELECTRIC SERVICE 22470 S FRANKLIN	01-03-7626	\$ 18.46	1283298	5/09/2016 E
		KCP&L (22470 S FRANKLIN)		\$ 18.46		
161304	4/13/2016	KCP&L (22785 W 220) ELECTRIC SERVICE 22785 W 220	25-15-7626	\$ 855.38	1283286	5/09/2016 E
		KCP&L (22785 W 220)		\$ 855.38		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
161204	4/12/2016	KCP&L (23 16 08 16 W/P) ELECTRIC SERVICE 23 16 08 16 WATER PUMP	20-14-7626	\$ 55.61	1283296	5/09/2016 E
		KCP&L (23 16 08 16 W/P)		\$ 55.61		
160905	5/9/2016	KCP&L (613 S RACE ST) ELECTRIC SERVICE 613 S RACE ST	01-04-7626	\$ 173.20	1283297	5/09/2016 E
		KCP&L (613 S RACE ST)		\$ 173.20		
160605	5/6/2016	KCP&L (WATER DP03) ELECTRIC SERVICE 22711 WOODLAND WATER DPO	25-15-7626	\$ 785.99	1283292	5/09/2016 E
		KCP&L (WATER DP03)		\$ 785.99		
160605	5/6/2016	KCP&L (WOODLAND W/W) ELECTRIC SERVICE 22711 WOODLAND WATER WAS	25-15-7626	\$ 6,068.47	1283293	5/09/2016 E
		KCP&L (WOODLAND W/W)		\$ 6,068.47		
762844	4/21/2016	KEATING MUD JACKING STREET MATERIALS	10-02-6330	\$ 850.00	78050	5/19/2016
		KEATING MUD JACKING		\$ 850.00		
2640	7/1/2016	KERRI RODDEN DEPOSIT REFUND	01-00-2050	\$ 75.00	78051	5/19/2016
		KERRI RODDEN		\$ 75.00		
20160502	5/2/2016	KERRY'S KENNELS KENNEL CHARGES	01-18-7110	\$ 90.00	78052	5/19/2016
		KERRY'S KENNELS		\$ 90.00		
PR20160506	5/6/2016	KP&F KP&F LIFE	01-00-2030	\$ 47.40	1283284	5/11/2016 E
PR20160506	5/6/2016	KP&F	01-00-2030	\$ 6,189.02	1283284	5/11/2016 E
		KP&F		\$ 6,236.42		
PR20160506	5/6/2016	KPERS KPERS TIER 1	01-00-2030	\$ 4,087.22	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS TIER 1	20-00-2030	\$ 608.61	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS TIER 1	25-00-2030	\$ 350.35	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS LIFE	01-00-2030	\$ 146.85	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS LIFE	20-00-2030	\$ 30.20	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS LIFE	25-00-2030	\$ 17.40	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS post 7/09	01-00-2030	\$ 2,726.00	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS post 7/09	25-00-2030	\$ 659.79	1283281	5/11/2016 E
PR20160506	5/6/2016	KPERS TIER 3	01-00-2030	\$ 573.32	1283281	5/11/2016 E
		KPERS		\$ 9,199.74		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		KS STATE TREASURER				
30319	4/6/2016	REINSTATEMENT FEES	01-00-2206	\$ 93.00	216333	5/12/2016
30319	4/6/2016	JUDICIAL BRANCH SURCHARG	01-00-2206	\$ 154.00	216333	5/12/2016
30319	4/6/2016	JUDICIAL BRANCH EDU FUND	01-00-2202	\$ 28.00	216333	5/12/2016
30319	4/6/2016	LAW ENFORCEMENT TRAINING	01-00-2201	\$ 619.50	216333	5/12/2016
30319	4/6/2016	COMMUNITY CORRECTION FUN	01-00-2208	\$ 1,750.00	216333	5/12/2016
				-----		
		KS STATE TREASURER		\$ 2,644.50		
		KS WITHHOLDING TAX				
PR20160506	5/6/2016	STATE TAX	01-00-2020	\$ 2,401.24	1283280	5/11/2016 E
PR20160506	5/6/2016	STATE TAX	20-00-2020	\$ 176.82	1283280	5/11/2016 E
PR20160506	5/6/2016	STATE TAX	25-00-2020	\$ 172.73	1283280	5/11/2016 E
				-----		
		KS WITHHOLDING TAX		\$ 2,750.79		
		LAND COMPANY REAL ESTATE				
162804	4/28/2016	LAND AQUISITION	76-00-8111	\$ 275.00	78023	5/9/2016
				-----		
		LAND COMPANY REAL ESTATE		\$ 275.00		
		LEAGUE OF KS MUNICIPALITI				
16-1246	4/25/2016	TRAINING & SEMINARS	01-11-7640	\$ 160.00	216334	5/12/2016
				-----		
		LEAGUE OF KS MUNICIPALIT		\$ 160.00		
		LINAWEAVER CONSTRUCTION				
162504	4/25/2016	PAY EST 1	76-00-7760	\$ 90,987.75	78024	5/9/2016
				-----		
		LINAWEAVER CONSTRUCTION		\$ 90,987.75		
		LYNN PEAVEY COMPANY				
317001	4/20/2016	POLICE MISCELLANEOUS	01-05-6090	\$ 516.40	78053	5/19/2016
317316	4/28/2016	POLICE MISCELLANEOUS	01-05-6090	\$ 420.00	78053	5/19/2016
				-----		
		LYNN PEAVEY COMPANY		\$ 936.40		
		MAJESTIC FRANCHSING				
5160415	5/1/2016	CLEANING SERVICE	01-17-7610	\$ 995.00	216335	5/12/2016
5160416	5/1/2016	JANITORIAL SERVICES	01-05-7610	\$ 240.00	216324	5/13/2016
				-----		
		MAJESTIC FRANCHSING		\$ 1,235.00		
		METLIFE SMALL BUSINESS CE				
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-05-5120	\$ 135.52	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-02-5120	\$ 45.56	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	20-14-5120	\$ 23.36	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-03-5120	\$ 34.46	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-11-5120	\$ 44.40	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-08-5120	\$ 22.78	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-01-5120	\$ 22.20	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-13-5120	\$ 22.20	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-16-5120	\$ 35.04	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	25-15-5120	\$ 33.88	78025	5/9/2016
160104	4/1/2016	METLIFE-GROUP BENEFITS	01-17-5120	\$ 11.68	78025	5/9/2016
				-----		
		METLIFE SMALL BUSINESS C		\$ 431.08		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		MICRO CENTER				
6109119	4/6/2016	POOLHOUSE SUPPLIES	01-12-6110	\$ 24.99	216336	5/12/2016
6112558	4/8/2016	MICRO CENTER	01-12-6110	\$ 24.99	216336	5/12/2016
6118671	4/13/2016	ADMINISTRATIVE SUPPLIES	01-13-6110	\$ 79.99	216336	5/12/2016
				-----		
		MICRO CENTER		\$ 129.97		
		MIDWEST PUBLIC RISK				
B01H2Z	3/1/2016	HEALTH INSURANCE LIABILI	01-00-2060	\$ 45,634.12	216337	5/12/2016
B01H2Z	3/1/2016	HEALTH INSURANCE LIABILI	20-00-2061	\$ 4,752.47	216337	5/12/2016
B01H2Z	3/1/2016	HEALTH INSURANCE LIABILI	25-00-2060	\$ 1,708.84	216337	5/12/2016
B01LJX	4/1/2016	EMPLOYEE BENEFITS	01-00-2060	\$ 45,969.64	216337	5/12/2016
B01LJX	4/1/2016	EMPLOYEE BENEFITS	20-00-2061	\$ 4,752.47	216337	5/12/2016
B01LJX	4/1/2016	EMPLOYEE BENEFITS	25-00-2060	\$ 1,708.84	216337	5/12/2016
				-----		
		MIDWEST PUBLIC RISK		\$ 104,526.38		
		MORGAN MURPHY				
2560	4/23/2016	DEPOSIT REFUND	01-00-2050	\$ 100.00	78054	5/19/2016
				-----		
		MORGAN MURPHY		\$ 100.00		
		NAPA SPRING HILL, LLC				
313347	3/18/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 19.92	78055	5/19/2016
314795	4/27/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 17.98	78055	5/19/2016
314892	4/29/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 20.12	78055	5/19/2016
				-----		
		NAPA SPRING HILL, LLC		\$ 58.02		
		NAVRAT'S OFFICE PRODUCTS				
83757-001	9/10/2015	OFFICE SUPPLIES	01-09-6110	\$ 197.76	78026	5/9/2016
				-----		
		NAVRAT'S OFFICE PRODUCTS		\$ 197.76		
		NEOPOST,INC				
14852746	4/19/2016	POSTAGE METER	01-09-6020	\$ 49.93	78027	5/9/2016
14852746	4/19/2016	POSTAGE METER	20-14-6020	\$ 49.93	78027	5/9/2016
14852746	4/19/2016	POSTAGE METER	25-15-6020	\$ 49.92	78027	5/9/2016
				-----		
		NEOPOST,INC		\$ 149.78		
		NIFFIE PRINTING				
312940	4/8/2016	MUNICIPAL COURT SUPPLIES	01-06-6120	\$ 66.88	216338	5/12/2016
				-----		
		NIFFIE PRINTING		\$ 66.88		
		NPG NEWSPAPERS, INC				
182892-416	5/2/2016	BID ADV-VICTORY RD-DBL C	01-08-7120	\$ 88.72	216339	5/12/2016
182892-416	5/2/2016	BID ADV-GENERAL ROAD CON	01-08-7120	\$ 88.72	216339	5/12/2016
182892-416	5/2/2016	NOTICE PROHIBITING RANK	01-08-7120	\$ 125.52	216339	5/12/2016
182892-416	5/2/2016	HEARING NOTICE-2017 CDBG	01-08-7120	\$ 86.88	216339	5/12/2016
				-----		
		NPG NEWSPAPERS, INC		\$ 389.84		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
31247	4/30/2016	O'DONNELL AND SONS CONSTR STREET MATERIALS	10-02-6330	\$ 87.36	78056	5/19/2016
		O'DONNELL AND SONS CONST		\$ 87.36		
		OFFICE MAX				
228886	4/13/2016	OFFICE SUPPLIES	01-09-6110	\$ 41.10	216325	5/13/2016
258211	4/14/2016	OFFICE SUPPLIES	01-13-6110	\$ 17.16	216325	5/13/2016
258211	4/14/2016	OFFICE SUPPLIES	20-14-6110	\$ 17.17	216325	5/13/2016
260803	4/15/2016	OFFICE SUPPLIES	01-13-6110	\$ 124.20	216325	5/13/2016
389185	4/25/2016	OFFICE SUPPLIES	01-09-6110	\$ 102.68	216325	5/13/2016
		OFFICE MAX		\$ 302.31		
		OLATHE WINWATER WORKS				
110770 00	5/2/2016	METERS/SUPPLIES	20-14-6320	\$ 580.00	78057	5/19/2016
111128 00	5/2/2016	METERS/SUPPLIES	20-14-6320	\$ 750.00	78057	5/19/2016
111128 00	5/2/2016	PIPES & FITTINGS	20-14-6310	\$ 263.00	78057	5/19/2016
		OLATHE WINWATER WORKS		\$ 1,593.00		
		PACE ANALYTICAL SERVICES, LAB ANALYSIS	25-15-7250	\$ 401.00	78058	5/19/2016
1660003538	5/5/2016	PACE ANALYTICAL SERVICES		\$ 401.00		
		PATRICK C. LOUISA ENGINEERING SERVICES	76-00-7730	\$ 2,000.00	78028	5/9/2016
162804	4/28/2016	PATRICK C. LOUISA		\$ 2,000.00		
		PAVING MAINTENANCE SUPPLY HAND EQUIPMENT & TOOLS	01-02-6360	\$ 127.28	78059	5/19/2016
25500320	4/26/2016	PAVING MAINTENANCE SUPPL		\$ 127.28		
		PEPSI BEVERAGES COMPANY PRODUCT RETURNED TO PEPS	01-12-6120	\$ (365.29)	78060	5/19/2016
152909	9/29/2015	POOL CONCESSIONS	01-12-6120	\$ 2,014.51	78060	5/19/2016
30522361	5/6/2016	PEPSI BEVERAGES COMPANY		\$ 1,649.22		
		PETTY CASH				
160305	5/3/2016	FRONT DESK 1	01-00-1070	\$ 250.00	78029	5/9/2016
160305	5/3/2016	FRONT DESK 2	01-00-1070	\$ 250.00	78029	5/9/2016
160305	5/3/2016	CONCESSION 1	01-00-1070	\$ 150.00	78029	5/9/2016
160305	5/3/2016	CONCESSION 2	01-00-1070	\$ 150.00	78029	5/9/2016
160305	5/3/2016	PETTY CASH	01-00-1070	\$ 100.00	78029	5/9/2016
		PETTY CASH		\$ 900.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		PONZER - YOUNGQUIST				
3	3/31/2016	ROSE PARK	01-16-7730	\$ 153.00	216340	5/12/2016
3	3/31/2016	DAYTON CREEK	01-16-7730	\$ 1,773.00	216340	5/12/2016
3	3/31/2016	BROOKWOOD FARMS 2	01-16-7730	\$ 919.47	216340	5/12/2016
3	3/31/2016	VILLAGE ON VICTORY	01-16-7730	\$ 961.45	216340	5/12/2016
3	3/31/2016	PRAIRIE RIDGE 2	01-16-7730	\$ 505.47	216340	5/12/2016
3	3/31/2016	ESTATES OF WOLF CREEK	80-00-7730	\$ 135.00	216340	5/12/2016
0000001D	3/31/2016	ENGINEERING WILSON ST PH	76-00-7730	\$ 3,877.50	216340	5/12/2016
0000005B	3/31/2016	WEBSTER ACC LANE	85-00-7730	\$ 8,450.00	216340	5/12/2016
0000005B	3/31/2016	WEST LAKE ACCESS	62-00-7730	\$ 8,450.00	216340	5/12/2016
47	3/31/2016	WILSON STREET #2	76-00-7730	\$ 660.00	216340	5/12/2016
				-----		
		PONZER - YOUNGQUIST		\$ 25,884.89		
		QUILL				
5332521	4/26/2016	OFFICE SUPPLIES	01-05-6110	\$ 108.95	78061	5/19/2016
				-----		
		QUILL		\$ 108.95		
		R & D COMPUTER SYSTEMS				
1949	3/14/2016	FINANCE PURCHASES	32-11-8110	\$ 4,508.00	78030	5/9/2016
				-----		
		R & D COMPUTER SYSTEMS		\$ 4,508.00		
		REEVES-WIEDEMAN COMPANY				
4809518	4/26/2016	POOL BUILDING MAINTENANC	01-12-6160	\$ 19.69	216326	5/13/2016
				-----		
		REEVES-WIEDEMAN COMPANY		\$ 19.69		
		REINDERS				
5028029-00	4/14/2016	SEED/SOD	01-02-6350	\$ 99.75	216327	5/13/2016
				-----		
		REINDERS		\$ 99.75		
		REJIS COMMISSION				
47815	4/14/2016	MEMBERSHIP SUBSCRIPTION	01-05-7630	\$ 39.86	78062	5/19/2016
				-----		
		REJIS COMMISSION		\$ 39.86		
		ROMARIE TORRES				
2553	5/28/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78063	5/19/2016
				-----		
		ROMARIE TORRES		\$ 75.00		
		RURAL WATER DISTRICT #2 M				
162804	4/28/2016	WATER PURCHASES	20-14-7200	\$ 13.04	78065	5/19/2016
61022050-3	5/2/2016	WATER PURCHASES	20-14-7200	\$ 28,707.57	78064	5/19/2016
				-----		
		RURAL WATER DISTRICT #2		\$ 28,720.61		
		SERVPRO OF OLATHE/LENEXA 83	73			
4948350	4/26/2016	CITY HALL-MOLD REMEDIATI	31-31-8500	\$ 26,774.69	78066	5/19/2016
				-----		
		SERVPRO OF OLATHE/LENEXA		\$ 26,774.69		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
2016-235	4/26/2016	SPRING HILL CHAMBER SPONSOR-PROPERTY TOUR	01-10-7750	\$ 100.00	78031	5/9/2016
2016-273	5/2/2016	STATE OF CITY-EVENT SPON	01-07-6091	\$ 450.00	78031	5/9/2016
		SPRING HILL CHAMBER		\$ 550.00		
162904	4/29/2016	SPRING HILL OIL (CH) FUEL - COMMUNITY DEVELOP	01-16-6140	\$ 111.22	216328	5/13/2016
		SPRING HILL OIL (CH)		\$ 111.22		
20160510	5/10/2016	SPRING HILL VETERINARY CL VET CHARGES	01-18-7740	\$ 289.25	78067	5/19/2016
		SPRING HILL VETERINARY C		\$ 289.25		
110157236	4/18/2016	SUMMIT TRUCK GROUP VEHICLE MAINTENANCE	01-02-6150	\$ 528.60	216329	5/13/2016
		SUMMIT TRUCK GROUP		\$ 528.60		
11623	4/28/2016	TG TECHNICAL SERVICES EQUIPMENT MAINTENANCE	20-14-7670	\$ 102.00	78068	5/19/2016
11623	4/28/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 102.00	78068	5/19/2016
		TG TECHNICAL SERVICES		\$ 204.00		
1015	4/7/2016	THE QUILTED SUNFLOWER UNIFORM SHIRTS-COMMUNITY	01-16-7680	\$ 200.00	78069	5/19/2016
		THE QUILTED SUNFLOWER		\$ 200.00		
2641	4/30/2016	TIFFANY CHRISJOHN DEPOSIT REFUND	01-00-2050	\$ 75.00	78070	5/19/2016
		TIFFANY CHRISJOHN		\$ 75.00		
2559	4/9/2016	TIM SMITH DEPOSIT REFUND	01-00-2050	\$ 75.00	78071	5/19/2016
		TIM SMITH		\$ 75.00		
2541	3/30/2016	TRACY DIVINEY DEPOSIT REFUND	01-00-2050	\$ 75.00	78072	5/19/2016
		TRACY DIVINEY		\$ 75.00		
1962	4/24/2016	TRESSA STONE DEPOSIT REFUND	01-00-2050	\$ 50.00	78073	5/19/2016
		TRESSA STONE		\$ 50.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		USA BLUE BOOK				
929845	4/19/2016	PERSONAL PROTECTIVE EQUI	20-14-6370	\$ 333.33	216330	5/13/2016
929845	4/19/2016	PERSONAL PROTECTIVE EQUI	25-15-6370	\$ 333.33	216330	5/13/2016
929845	4/19/2016	PERSONAL PROTECTIVE EQUI	01-02-6370	\$ 333.34	216330	5/13/2016
929845	4/19/2016	EQUIPMENT	20-14-6360	\$ 489.97	216330	5/13/2016
929845	4/19/2016	HAND TOOLS & EQUIPMENT	25-15-6360	\$ 489.97	216330	5/13/2016
929845	4/19/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 979.95	216330	5/13/2016
				-----		
		USA BLUE BOOK		\$ 2,959.89		
		VALIDITY SCREENING				
130218	4/1/2016	CONTRACTUAL SERVICES	01-12-7740	\$ 53.10	216341	5/12/2016
				-----		
		VALIDITY SCREENING		\$ 53.10		
		VANCE BROS. INC				
IG 129588	4/25/2016	STREET MATERIALS	10-02-6330	\$ 121.00	78074	5/19/2016
IG 129676	4/28/2016	STREET MATERIALS	10-02-6330	\$ 121.00	78074	5/19/2016
				-----		
		VANCE BROS. INC		\$ 242.00		
		VISTA SIGNS				
613	5/2/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 47.50	78075	5/19/2016
613	5/2/2016	EQUIPMENT MAINTENANCE	20-14-7670	\$ 47.50	78075	5/19/2016
				-----		
		VISTA SIGNS		\$ 95.00		
		WILLIE PORTSCHE				
2600	4/16/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78076	5/19/2016
				-----		
		WILLIE PORTSCHE		\$ 75.00		
				-----		
		***** REPORT TOTAL *****		\$ 417,883.35		

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: GLENDA GERRITY, CITY CLERK  
MEETING DATE: MAY 26, 2016  
DATE: MAY 19, 2016

---

**Consent Item:** Consideration of Special Event Permit: Fishing Derby, Spring Hill Recreation Commission (SHRC)

**Issue:** The SHRC is sponsoring a Fishing Derby at Melvin Murry Park in the Woodland Ridge Subdivision on June 4, 2016, 9:00am to Noon. This event requires a Special Event Permit.

**Background:** The application and supporting documentation were received by the City Clerk's office. This is an annual event for the community sponsored by the SHRC.

**Analysis:** The Spring Hill Parks Dept., Police Dept., and Johnson County Fire District No. 2 reviewed the documents and have no issues to report. Entrance to the park is at the intersection of 208<sup>th</sup> Terrace and Skyview Lane. Parking is available on the street near the intersection. There are no services being requested of the City.

**Legal Review:** The City's Risk Manager reported that the insurance requirements have been met.

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

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Request that the City Council approve the Special Event Permit for the Fishing Derby to be held on Saturday, June 4, 2016, Melvin Murry Park, 9:00am to Noon.

**Attachments:** Application  
Permit

# SPECIAL EVENT APPLICATION

Name of Event: Fishing Derby  
Name of Business/Sponsor/Organization: Spring Hill Recreation  
Type of Event: Community Event  
Address / Vicinity of Proposed Event /Route: Melvin Murry Park Pond  
Application Date: 11-10-15 Start Date: 6-4-16 End Date: 6-4-16  
Hours of Event: 9 am - 12 pm

## APPLICANT / AUTHORIZED REPRESENTATIVE

Name: Trishelle Griswold  
Address: 401 N. Madison City: Spring Hill Zip: 66083  
Phone: 592-2214 Fax: 592-2910 Email: trishelle.g@springhillrec.org

## PROPERTY OWNER

Name: City of Spring Hill  
Address: 401 N. Madison City: Spring Hill Zip: 66083  
Phone: 592-3024 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## EVENT SUPERVISOR (If other than the applicant)

Name: Same  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## ATTACHMENTS INCLUDED:

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

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

Trishelle Griswold  
APPLICANT'S SIGNATURE

11-10-15  
DATE





Imagery ©2015 Google, Map data ©2015 Google 50 ft

- 1. Registration/Prize table
- 2. Porta Potty
- 3. Lunch table
- 4-7. Measuring tables

highlighted area  
is parking



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2015

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).

<b>PRODUCER</b> The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009		<b>CONTACT NAME:</b> Shirley Phillips <b>PHONE (A/C No. Ext):</b> (913) 682-1234 <b>FAX (A/C No.):</b> (913) 682-8136 <b>E-MAIL ADDRESS:</b> shirley.phillips@reillyinsurance.com															
<b>INSURED</b> Spring Hill Recreation Commission P.O. Box 26 401 N. Madison Street Spring Hill KS 66083		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: West Bend Insurance Company</td> <td>15350</td> </tr> <tr> <td>INSURER B: AmTrust North America Inc.</td> <td>15954</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Insurance Company	15350	INSURER B: AmTrust North America Inc.	15954	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: West Bend Insurance Company	15350																
INSURER B: AmTrust North America Inc.	15954																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 15-16 Master 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  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NS5 2103046	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			NS5 2103046	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			NU5 2103049 00	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WVC3146627	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Special Events The City of Spring Hill is as an additional insured as respects General Liability with reference to special events held by Spring Hill Recreation Commission.

<b>CERTIFICATE HOLDER</b>  City of Spring Hill 401 N. Madison Spring Hill, KS 66083	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Kevin O'Brien/SHIPHI <i>Kevin O'Brien</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

# CITY OF SPRING HILL, KANSAS CERTIFICATE OF EVENT APPROVAL



Special Event: Fishing Derby

Applicant: Trishelle Griswold

Sponsoring Organization: Spring Hill Recreation Commission

Event Supervisor: Trishelle Griswold

Contact Number: (913) 626-2143 cell phone

Date and Times of Event: June 4, 2016 9:00am – 12:00pm

Type of Event: Community Fishing Event

Location of Event: Melvin Murry Park Pond

Route (if applicable): N/A

### Additional Comments or Conditions:

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

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

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

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

Issued by:

\_\_\_\_\_  
Mayor

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

Attest:

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

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: GLENDA GERRITY, CITY CLERK  
MEETING DATE: JUNE 11, 2015  
DATE: JUNE 4, 2015

---

**Consent Item:** Consideration of Special Event Permit – Family Camping Night, Spring Hill Recreation Commission (SHRC)

**Issue:** The SHRC is sponsoring a Family Camping Night at the Spring Hill Sports Complex on June 11, 2016, 5:00p.m. to June 12, 2016, 9:00a.m. This event requires a Special Event Permit.

**Background:** The applicant submitted the required documents to the City Clerk. This is an annual event for the community sponsored by the SHRC.

**Analysis:** The Spring Hill Parks Department, Spring Hill Police Department and Johnson County Fire District No. 2 reviewed the documents and have no issues to report. The event includes kickball, movie and overnight camping. The tents and movie screen/projector will be located in the outfield grass area, and kickball in the infield. There will be no campfire. The restrooms located at the concession stand will be open for this event. Parking is available in the parking lot. No services are being requested of the City.

**Legal Review:** The City's Risk Manager reported that the insurance requirements have been met.

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

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Request that the City Council approve the Special Event Permit for the Family Camping Night to be held from 5:00p.m., Saturday, June 11, 2016 to 9:00a.m., June 12, 2016.

**Attachments:** Application  
Permit

SPECIAL EVENT APPLICATION

Name of Event: Family Camping Night
Name of Business/Sponsor/Organization: Spring Hill Recreation
Type of Event: Community Event
Address / Vicinity of Proposed Event /Route: Spring Hill Sports Complex
Application Date: 11-10-15 Start Date: 6-11-16 End Date: 6-12-16
Hours of Event: 5 pm - 9 am

APPLICANT / AUTHORIZED REPRESENTATIVE

Name: Trishelle Griswold
Address: 401 N. Madison City: Spring Hill Zip: 66083
Phone: 592-2214 Fax: 592-2910 Email: trishelleg@springhillrec.org

PROPERTY OWNER

Name: City of Spring Hill
Address: 401 N. Madison City: Spring Hill Zip: 66083
Phone: 592-3664 Fax: Email:

EVENT SUPERVISOR (If other than the applicant)

Name: Same as above
Address: City: Zip:
Phone: Fax: Email:

ATTACHMENTS INCLUDED:

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

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

Trishelle Griswold
APPLICANT'S SIGNATURE

11-10-15
DATE

**INDEMNIFICATION STATEMENT [Waiver of Liability]**

INTERMEDIATE FORM:

COMPARATIVE FORM INDEMNITY OBLIGATION WITH DEFENSE OBLIGATION

To the fullest extent permitted by law,

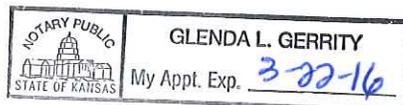
Spring Hill Recreation [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the city of Spring Hill, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses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

Date: 5/12/16 Joel Johnson  
Board Chair  
Title

STATE OF KANSAS )  
                          ) SS.  
COUNTY OF Johnson )

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of May, 2016.  
Glenda L. Gerrity  
Notary Public

My Appointment Expires: 3-22-16





Spring Hill Pool

parking

camping area

movie screen  
projector

kickball game



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2015

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).

<b>PRODUCER</b> The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009		<b>CONTACT NAME:</b> Shirley Phillips <b>PHONE (A/C, No, Ext):</b> (913) 682-1234 <b>E-MAIL ADDRESS:</b> shirley.phillips@reillyinsurance.com <b>FAX (A/C, No):</b> (913) 682-8136	
<b>INSURED</b> Spring Hill Recreation Commission P.O. Box 26 401 N. Madison Street Spring Hill KS 66083		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West Bend Insurance Company NAIC # 15350 <b>INSURER B:</b> AmTrust North America Inc. 15954 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 15-16 Master 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NSS 2103046	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			NSS 2103046	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ 0			NU5 2103049 00	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WVC3146627	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Special Events The City of Spring Hill is as an additional insured as respects General Liability with reference to special events held by Spring Hill Recreation Commission.

<b>CERTIFICATE HOLDER</b> City of Spring Hill 401 N. Madison Spring Hill, KS 66083	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kevin O'Brien/SHIPHI <i>Kevin O'Brien</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

# CITY OF SPRING HILL, KANSAS CERTIFICATE OF EVENT APPROVAL



Special Event: Family Camping Night

Applicant: Trishelle Griswold

Sponsoring Organization: Spring Hill Recreation Commission

Event Supervisor: Trishelle Griswold

Contact Number: (913) 626-2143 cell phone

Date and Times of Event: 5:00pm June 11, 2016 to 9:00am June 12, 2016

Type of Event: Camping Night

Location of Event: Spring Hill Recreation Complex

Route (if applicable): N/A

### Additional Comments or Conditions:

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

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

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

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

Issued by:

\_\_\_\_\_  
Mayor

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

Attest:

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

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: JONATHAN S. ROBERTS, CITY ADMINISTRATOR  
MEETING DATE: THURSDAY, MAY 26, 2016  
DATE: THURSDAY, APRIL 21, 2016

---

**Consent:** Implementation of Project Coordinator Position

**Issue:** Over the past several years it has become apparent that capital projects take too long to get started and while not mismanaged, the overall management of these projects could be better, more complete, and timely. This is largely due to the approach that we have taken as a team managing them and splitting up duties without one singular project manager.

**Background:** Staff has discussed how to address the situation described above and has come to the conclusion that the addition of the subject position would address the needs that exist.

**Analysis:** Staff believes that this position would prove not only beneficial but would be for more efficient and economical than the management approach that we are using in the present.

**Alternatives:** N/A

**Legal Review:** This item has not been reviewed by the City Attorney

**Funding Review or Budgetary Impact:** This item would have the fiscal impact of adding an additional compliment to the City Staff. These expenses would be addressed through savings that would materialize through proposed organizational changes to the Public Works Department and would be funded from line items 01-16-5010 through 5130.

**Recommendation:** Governing Body direction to implement the position of Project Coordinator.

**Attachments:** Subject Position Description

# PROJECT COORDINATOR

City of Spring Hill

Community Development Department

## POSITION SUMMARY

Under the supervision of the Director of Community Services, this position is a non-exempt position under FLSA. Ensuring that development within the city occurs legally and logically is the primary responsibility of this position. Providing citizen assistance and gathering information for the City Council are expected. This position also works with Geographical Information Systems (GIS) to develop databases and produce a variety of maps. This position also coordinates special projects of the city as assigned. This employee should possess excellent communication, organizational, and public relation skills. The employee should possess a valid Kansas driver's license.

## ESSENTIAL FUNCTIONS

- Analyzes city development proposals;
- Prepares, modifies, interprets and enforces the Zoning Ordinance, comprehensive plan, soil erosion control;
- Prepares reports for applications by homeowners and businesses regarding planning and zoning appeals, attends the meeting of the City Council, Planning Commission, and Board of Zoning Appeals;
- Provides staff support to the City Council, Planning Commission, and Board of Zoning Appeals;
- Conducts research projects such as the impact of an excise tax, erosion control policy, annexation policy and development concerns, benefits of automation of city mapping processes;
- Provides citizen assistance by fielding questions, concerns, and complaints from the general public about planning issues;
- Reviews site plans, zoning applications, and plats for compliance with regulations;
- Investigates and resolves zoning violations;
- Responsible for short and long-range planning goals of the city;
- Attends county level planning meetings, representing the interest of the city, works with state and federal agencies such as Kansas Department of Health and Human Services, Kansas Department of Transportation, Kansas Department of Housing and Commerce, Miami County Commission.
- Collects statistical data and prepares reports and maps on topics such as census information, land use, crime, and infrastructure.
- Coordinate special projects within the city for timeliness, budget constraints, planning and organization.

## MARGINAL FUNCTIONS

- Performs other duties as deemed necessary or assigned;
- Prepares minutes, takes minutes, and summarizes planning and zoning commission action.

## Project Coordinator

### POSITION REQUIREMENTS

**Minimum Experience:** One year of related experience is required.

**Minimum Education:** A college degree specializing in planning or a related field is required. Specialized training in GIS is required. This employee should possess a valid Kansas Driver's License.

### CLASSIFICATION

#### QUICK VIEW

FLSA: NON-EXEMPT

ADA: APPLICABLE

FMLA: INELIGIBLE

OSHA:

WORKING CONDITIONS:

**Preferred Experience:** Two years of related experience is preferred.

**Preferred Education:** A master's degree in planning is preferred.

**Knowledge, Skills, Abilities:** A thorough knowledge of planning laws, state statutes, map making, computers, and a working knowledge of technical drawings and mathematics is required. This employee must be able to operate computers, photocopiers, and other office equipment. The ability to interpret ordinances and data, to understand and anticipate problems, and to read and interpret written instructions, memos, drafting proposals, reports, and files is required. This employee should possess excellent analytical, research, public relation, organizational, and oral and written communication skills.

**Problem Solving:** Problem solving is a factor in this position. This employee encounters problems with zoning violations, development compliance, and citizen complaints.

**Decision-Making:** Decision-making is a factor in this position. This employee makes decisions about resolving zoning violations, developer's questions and citizen complaints, and performing daily duties in the most efficient manner.

**Supervision:** This employee works with limited supervision from the Director of Community Services, and exercises no supervision over subordinate personnel.

**Financial Accountability:** This employee is responsible for the care and use of department equipment and resources and does have authority to purchase necessary department equipment and supplies.

**Personal Relations:** Daily contact with the general public, co-workers, City Administrator, and the organization's governing body is expected.

**Physical Demands:** The physical demands described here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; walk; and stoop, kneel, crouch, or crawl. Specific vision abilities required by this job include close vision, color vision, depth perception, and ability to adjust focus.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

---

*The specific statements shown in each section of this description are not intended to be all-inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.*

---

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2016

DATE: MAY 19, 2016

---

**Consent Agenda:** Authorizing the Mayor to execute the 2017 Johnson County CDBG application requesting \$200,000.00 for ADA improvements onsite and within the building. The application is required to be submitted May 27, 2016 by noon.

**Issue:** The renovation of the Civic Center includes the reconstruction of the restrooms, Reception Hall, onsite sidewalks, parking and entrance doors to meet the ADA Act and standards. This portion of the remodel project is eligible for CDBG funds.

**Background:** The City did not apply for GDBG funding last year so we are eligible to apply for \$200,000.00 for the 2017 Grant money. If approved, we will not be eligible to apply for 2018 CDBG Grant money. The City will be contributing \$30,000.00 by way of design professional costs, demo and reconstruction costs.

**Analysis:** The proposed improvement will bring the Civic Center into compliance with the ADA Act standards.

**Alternatives:** Approval, denial or remand to staff for further consideration.

**Legal Review:** City Attorney Frank Jenkins has not reviewed application as of May 19, 2016.

**Funding Review or Budgetary Impact:** Cost of contributed funds will be paid from general operating funds or through financing of larger building project

**Recommendation:** Staff recommends authorization of the Mayor to execute the 2017 Johnson County CDBG application for ADA improvements onsite and within the Civic Center at the amount of \$200, 00.00 from CDBG and total project expenses of \$230,000.00.

**Attachments:** "Application" documents as provided by Johnson County and completed by staff.

**JOHNSON COUNTY/OLATHE 2017 CDBG APPLICATION  
PUBLIC FACILITIES and IMPROVEMENTS  
PART 1 - PROJECT SUMMARY**

**For CDBG Staff Use Only.**

Date Received: \_\_\_\_\_ Amount Requested: \_\_\_\_\_  
Matrix Code: \_\_\_\_\_  
Environmental Status: \_\_\_\_\_ Code Citation: 24 CFR 58. \_\_\_\_\_  
National Objective Code: \_\_\_\_\_ Code Citation: 24 CFR 570.208 \_\_\_\_\_

**The Project Summary may not exceed two (2) pages.**

**1. Applicant**

Name: City of Spring Hill, Ks  
Address: 401 N Madison, PO BOX 424  
City/ZIP: Spring Hill/66083  
Phone: 913-592-3317  
DUNS #: 013427174  
WEB Site: [www.springhillks.gov](http://www.springhillks.gov)

**2. Contact person responsible for all communications concerning this proposed project.**

Name: Pat Burton  
Address: 401 N Madison, PO BOX 424  
City/ZIP: Spring Hill/66083  
Phone: 913-592-3317  
E-mail: [patrick.burton@springhillks.gov](mailto:patrick.burton@springhillks.gov)

**3. Title of the proposed project:** Spring Hill Civic Center Remodel

**4. Address/location for the proposed project:** 401 N Madison, Spring Hill, KS

**5. Amount of CDBG funds being requested:** \$200,000.00

**Type and Amount of funds the applicant is committing to this project:**  
General fund, \$30,000.

**6. In TWO sentences provide a concise description of the project.**

The City is proposing to renovate the Civic Center to resolve noncompliant ADA issues. The ADA renovations are including upgrades within the building and onsite.

**7. If this Public Facility/Improvement project benefits an area, provide each Census 2010 Tract & Block Group for the entire service benefit area. Please provide the rationale for your service area.**

ADA related project.

8. How many **PEOPLE** will benefit from this project? 6000 + people
9. **Citizen Participation**  
**For Applications by Cities (not County Departments/Agencies)**  
 Cities must include documentation of public notice **at least 14 days** prior to the holding a public hearing. See public notice, affidavit of publication, agenda and minutes.
10. **Fair Housing Activities-must be completed by all applicants.**  
**Describe what actions will be taken to further Fair Housing.**  
 Annually, the City of Spring Hill issues a proclamation that April is Fair Housing Month. The City also makes information available at City Hall Regarding fair housing. The City's website includes a statement that Spring Hill is a fair housing city and has several links for fair housing resources. See attached Proclamation.
11. **Does your project address any of Johnson County's strategic priorities?**  
 Yes. Strategic Priority No. 1 by providing adequate facilities that the handicap, seniors and other vulnerable population will be able to utilize.

11. **SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Signature of Mayor/Director of County or City of Olathe Department/Chairman of Board)

Steven M. Ellis, Mayor

**Please Type/Print Name**

**JOHNSON COUNTY/OLATHE 2017 CDBG APPLICATION  
 PUBLIC FACILITIES and IMPROVEMENTS  
 PART 2 - PROJECT NARRATIVE**

**The Project Narrative may not exceed two (2) pages.**

**NEED the Project is addressing**

1. Clearly describe the specific local need this project will address.  
 The Civic Center is used daily by the seniors with the JOCO meals program and many other organizations or groups. The people that utilize walking assistant equipment and the handicap will benefit the most from the upgrades.

2. Describe the major local factors that contribute to the problem.  
The facility is in need of upgrades to comply with the ADA Act. The seniors use the center in the day as a part of the Johnson County Meals on Wheels program. In the evenings the center is utilized by a wide range of organizations and groups. The revenues collected on the uses of the center is minimal so all classes of the population can afford to use it.
3. Provide current, up-to-date, county/city-specific data that substantiates the need.  
The Civic Center has had no major improvements to address the ADA Act and is in noncompliant with current standards.

### **The PROJECT – Performance Measurement**

**Summarize the following information using the chart on the next page:**

- Clearly state the goal(s) of the 2017 project.
  - Identify the inputs of the project.
  - Specifically describe the activities you propose to conduct which will help achieve program goals.
  - Clearly state what will be the direct products/outputs of the project.
  - Clearly state the objectives/outcomes of the project.
1. Clearly state how and when the achievement/impact of program objectives will be measured.

**Please submit 2015 & 2016 forms from previous years' applications along with the actual results for 2015.  
(Not included in total pages allowed.)**

## 2017 Project Narrative

Goal	Inputs	Activities	Measurable Outputs	Outcomes	Actual Results
<p>To improve accessibility to and within the center using the ADA standards through site improvements and renovations to the interior.</p>	<p>The City will provide general fund monies to support the project by contracting a consultant to design and construct documents based on ADA standards.</p> <p>Contractor will be contracted for the demolition and construction.</p> <p>City inspectors will inspect the project for compliance of the related Codes.</p>	<p>The City will contract with a design professional to produce construction documents.</p> <p>Advertising and bid letting will be conducted in order to hire a contractor to perform the work.</p> <p>Community Development Department will review all documents and conduct inspections throughout construction.</p>	<p>It will allow the physically challenged population to better utilize the center.</p> <p>Increase in facility utilization.</p> <p>Increase the number of fees collected for the upkeep of the facility.</p>	<p>ADA compliant facility.</p> <p>The upgrade to the facility will allow more members of the community to utilize the center.</p>	<p>This project will provide an ADA compliant public use facility.</p>

**JOHNSON COUNTY/OLATHE 2017 CDBG APPLICATION  
PUBLIC FACILITIES and IMPROVEMENTS  
PART 3 - BUDGET and TIMELINESS**

**The Budget & Timeliness Section may not exceed two (2) pages.**

**BUDGET NARRATIVE**

The information to be provided below pertains only to the proposed project for which you are requesting CDBG funds.

**1. Project Title: Spring Hill Civic Center Remodel**

**2. 2017 Total Project Budget**

**Revenues**

*(These funds must directly support and be essential to the implementation of this proposed project.)*

<b>List All Revenue Sources For This Project</b>	<b>Amount</b>
Funds requested from:	
Johnson County CDBG:	\$200,000.
Olathe CDBG:	
Overland Park CDBG:	
Shawnee CDBG:	
***Other Project Revenue:	
Other Federal Funds	
State/Local Funds	\$30,000.
Private Funds	
Other:	
<b>Total Project Revenue</b>	<b>\$230,000.</b>

**Expenses**

<b>Source</b>	<b>Amount</b>
Personnel	
Equipment	
Supplies	
Space Rent/Utilities	
Other: Design professional for construction documents	\$20,000.
Other: Demo & reconstruction costs	\$210,000.
<b>Total Project Expenses</b>	<b>\$230,000.</b>

**Total project revenue must equal total project expenses.**  
**\*\*\*All other project revenue must be specified. Sources must be noted.**

**3. Describe precisely what CDBG funds will be used to pay for.**

Funding will be used to pay for design fees, contractor time and materials to demo and reconstruct areas for ADA compliance.

**Timeliness**

**HUD imposes a timeliness requirement for the expenditure of CDBG funds on the County.**

- 1. Will this project be ready to proceed as of January 1, 2017? Yes**
- 2. If not ready, when will the project proceed? N/A**
- 3. When is this project scheduled to be completed? Before December 1, 2017.**
- 4. Describe any circumstances that might prevent this activity from being completed by December 1, 2017.**  
Unanticipated construction delays

**5. CDBG History**

If your organization has received CDBG funding in the past, please provide the information below.

Program year	2014	2015	2016
Award in Program Year	<u>\$110,000.00</u>	<u>\$0</u>	<u>\$0</u>
Expended in Program Year (Will agree to your reimbursement request forms.)	<u>\$99,311.70</u>	<u>\$0</u>	<u>\$0</u>
Number of PEOPLE served (Will agree to final project beneficiary form.)	<u>1,064</u>	<u></u>	<u>0</u>
Balance Remaining (if applicable)	<u>\$4,521.00</u>	<u>\$0</u>	<u>\$0</u>

**JOHNSON COUNTY/OLATHE 2017 CDBG APPLICATION  
ALL PROJECTS  
PART 4 – ENVIRONMENTAL QUESTIONS**

**HUD requires that an Environmental Review be performed on any project supported by CDBG funds.**

**To assist us in determining the level of Environmental Review necessary for this proposed project.**

---

Since this project is a **PUBLIC FACILITIES/IMPROVEMENTS** project:

- 1. Please provide the address or location of the project.**  
401 N. Madison Street, Spring Hill, KS 66083
  
  - 2. Is the facility/improvement in place and will it be retained in the same use without change in size or capacity of more than 20 percent?** Yes
  
  - 3. Is the project located in a flood zone area?** No
  
  - 4. Is the location in a primarily residential area?** Yes
-

**JOHNSON COUNTY/OLATHE 2017 CDBG APPLICATION  
PART 5 - CERTIFICATIONS**

The Applicant certifies that:

- (a) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (b) Its governing body has in an official meeting open to the public duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the subrecipient to submit the final statement and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (c) The grant will be conducted and administered in compliance with:
  - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. Subsection 2000 et seq.);
  - (2) The Fair Housing Act (42 U.S.C. 3601-20).
- (d) It will affirmatively further fair housing.
- (e) It has developed its proposed activity so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposed use of funds may also include activities which the subrecipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, where other financial resources are not available to meet such needs.
- (f) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed

from revenue sources other than Title 1 the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1).

- (g) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990 as required under Section 570.606(a) and Federal implementing regulations; the requirements in Section 570.606(b) governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Act (including a certification that the subrecipient is following such a plan); the relocation requirements of Section 570.606(c) governing displacement subject to section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act.
- (h) To the best of my knowledge and belief that:
1. No Federal appropriated funds have paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  3. It will require that the language of paragraph (h) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (i) It will comply with the other provisions of the Act and with other applicable laws.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mayor/Director of County or City of Olathe Department/ Chairman of Board

Steven M. Ellis, Mayor

Please Print Name and Title

NOTICE OF PUBLIC HEARING  
CITY OF SPRING HILL 2017 CDBG APPLICATION

Notice is hereby given to all interested agencies, groups and residents that the City of Spring Hill will hold a public hearing on May 12, 2016 at 7:00 p.m. in the City Council Chamber. The hearing will be held during the regular City Council meeting which begins at 7:00 p.m. in Room 15 at the Spring Hill Civic Center, 401 N. Madison, Spring Hill, Kansas.

The purpose of the public hearing is to receive input and funding proposals from the public on the possible use of Community Development Block Grant (CDBG) funds in resolving local community development and housing needs. CDBG grant funds may be used to carry out eligible activities including, but not limited to, housing rehabilitation, public improvements, economic development and public services. All CDBG projects must address one of the national objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums or blight, or to meet other community development needs having particular urgency.

The City is considering an application to Johnson County for CDBG funds for Fiscal Year 2017. The Johnson County program allows for cities to apply for approximately \$100,000 (maximum \$200,000 on special projects) of CDBG funds. Those interested in community development and housing needs in the City should attend and make their ideas known. Written comments are invited.

Glenda Gerrity  
City Clerk

**AFFIDAVIT OF PUBLICATION**

**NPG Newspapers, Inc., P.O. Box 29, St. Joseph, MO 64502**

Reference: 182892 P.O. :  
Ad ID: 6384832 DESC. :2016 General Road Reconstruction Proj.

**GLEND A GERRITY  
CITY OF SPRING HILL  
PO BOX 424  
SPRING HILL, KS 66083**

Miami County Republic

(Published in the Miami County Republic Wed., 04/06/16)

State of Kansas, Miami County, ss:

**INVITATION TO BID**

**CITY OF SPRING HILL,  
KANSAS  
2016 GENERAL ROAD  
RECONSTRUCTION PROJECT**

I, Sandra Ridings being duly sworn according to law, state that I am the Legal Advertising Coordinator of the Miami County Republic, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Miami County, Kansas, with a general paid circulation on a weekly basis in Miami County, Kansas; and that said newspaper is not a trade, religious, or fraternal publication.

**Sealed bids will be received at City Hall, 401 N. Madison, P.O. Box 424, Spring Hill, KS 66083 until 9:00 a.m. on April 21, 2016 for the 2016 General Road Construction Project within the City of Spring Hill, Kansas. Bids received after the above designated time will be returned unopened.**

Said newspaper is published at least weekly fifty times a year and has been so published continuously and uninterruptedly in said County and State for a period of more than five years prior to the first publication of the said notice; and has been admitted to the post office of Paola, in said county as second class matter.

All bids that have been duly received will be publicly opened and read aloud at 9:01 a.m. on April 21, 2016 at the Spring Hill Civic Center, Room 15, 401 N. Madison, Spring Hill, KS 66083.

That this notice, a true copy of which is hereto attached, was published in the regular and entire issue of said weekly newspaper as follows, to-wit:

All bids shall be submitted in sealed envelopes and marked "2016 GENERAL ROAD RECONSTRUCTION PROJECT".

Run Dates: 04/06/16 to 04/06/16  
Appearances: 1  
AD SPACE: 91  
TOTAL COST: \$88.72

Contract documents may be examined during normal business hours at the following location:  
City of Spring Hill  
City Hall  
401 N. Madison  
Spring Hill, Kansas 66083  
(913) 592-3664

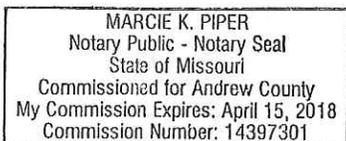
(Signed) *Sandra Ridings*

Copies of the contract documents and specifications may be obtained from the City of Spring Hill, 401 N. Madison, Spring Hill, Kansas 66083; (913) 592-3664 as well as from the City's web site: [www.springhillks.gov](http://www.springhillks.gov).

Subscribed and sworn before me this 6th day of April 2016

Questions regarding this Invitation to Bid on the 2016 GENERAL ROAD RECONSTRUCTION PROJECT should be directed to the Street Superintendent, Trent Wempe, (913) 592-3317.

*Marcie K. Piper* Notary Public



My Commission Expires: April 15, 2018

**SPRING HILL CITY COUNCIL  
REGULAR MEETING  
AGENDA  
THURSDAY, MAY 12, 2016  
7:00 P.M.  
SPRING HILL CIVIC CENTER  
401 N. MADISON – ROOM 15**

**CALL TO ORDER**

**INVOCATION** Pastor Jack Smith, Antioch Baptist Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**CITIZEN PARTICIPATION**

**PUBLIC HEARING:** 2017 Community Development Block Grant Application

**CONSENT AGENDA:**

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

1. Approval of Minutes: April 28, 2016
2. Consider Approval of Changer Order No. 1: Nichols/Race Street Storm Sewer Project, Linnaweaver Construction, Inc.
3. Consider Approval of Temporary Use Permit: TUP-04-16, Farmers Market, Deana Finch
4. Consider Approval of Special Event: End of School Bash, Spring Hill Recreation Commission, Trishelle Griswold

**FORMAL ACTION**

5. Appropriation Order 2016-05-12

**DISCUSSION**

6. Review 2016-2021 Capital Improvement Program

**ANNOUNCEMENTS and REPORTS**

**EXECUTIVE SESSION**

Consideration of motion to recess into executive session under the Personnel Exception to the Kansas Open Meetings Act

**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  
May 12, 2016**

A Regular Session of the City Council was held in the Spring Hill Civic Center, 401 N. Madison, Council Chambers, Spring Hill, Kansas on May 12, 2016. The meeting convened at 7:10p.m. with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Clint Gillis  
Floyd Koder  
Andrea Hughes  
Chris Leaton arrived at 7:12p.m.

Councilmembers absent: Chad Eckert

Staff in attendance: City Administrator Jonathan Roberts  
Finance Director Melanie Landis  
Community Development Director Jim Hendershot

Consultants in attendance: City Attorney Frank Jenkins

**ROLL CALL**

The City Clerk called the roll of the City Council at 7:00pm. With no quorum present, the Mayor declared a recess until 7:10p.m.

At 7:10p.m., the City Clerk called the roll of the City Council. With a quorum present, the meeting commenced.

**APPROVAL OF THE AGENDA**

The Mayor requested to delete the Executive Session.

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

**CITIZEN PARTICIPATION:**

There was no citizen participation

At 7:12 p.m., Councilman Leaton arrived at the meeting.

**PUBLIC HEARING:**

**2017 Community Development Block Grant Application**

The Mayor opened the public hearing for the 2017 Community Development Block Grant Application.

The Community Development Director stated that city staff has been working on plans to renovate the Civic Center that includes improvements for accessibility related to the American with Disabilities Act (ADA). The City has the opportunity to apply for Community Development Block Grant funds for ADA improvements to facilities through Johnson County Community Development. The City intends to request the maximum amount of 200K for these ADA improvements to the Civic Center. Mr. Hendershot also explained that the renovation project is directly related to the comments received from Project Connect participants. One of the top two comments was the need for a community center. The City has also received comments to take care of their buildings.

The Mayor requested comments from the public.

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

Deborah Hickman, 19401 W. 200<sup>th</sup> Street, Spring Hill, Kansas, thanked the City Council for the opportunity to speak at the hearing. Ms. Hickman stated that there was no information included in the agenda packet about the project and was unable to familiarize herself about the project before the meeting. Ms. Hickman stated that she did speak to Mr. Hendershot on the telephone about the project. She requested that in the future, the City consider modifying the process and present the information to the public, provide written information about the project and then have the public hearing so the City Council can consider the comments received from the public.

With no further comments, the Mayor closed the public hearing.

Mr. Hendershot added that the public hearing notice was published in the official newspaper, per the Affidavit of Publication. (The hearing notice was published 04/27/16 in the Miami County Republic.)

**CONSENT AGENDA:**

**Motion by** Leaton, seconded by Gillis, to approve the Consent Agenda.

1. **Approval of Minutes: April 28, 2016**
2. **Consider Approval of Changer Order No. 1: Nichols/Race Street Storm Sewer Project, Linaweaver Construction, Inc.**
3. **Consider Approval of Temporary Use Permit: TUP-04-16, Farmers Market, Deana Finch**
4. **Consider Approval of Special Event: End of School Bash, Spring Hill Recreation Commission, Trishelle Griswold**

Motion carried 4-0-0.

**FORMAL COUNCIL ACTION**

**5. Appropriation Order 2016-05-12**

The appropriation order was presented for consideration in the amount of \$253,722.12.

**Motion by** Leaton, seconded by Koder, to approve appropriation order 2016-05-12. Motion carried 3-0-1 (Gillis) Mr. Gillis abstained due to a conflict of interest since his business was a payee in the appropriation order.

**DISCUSSION**

**6. Review 2016-2021 Capital Improvement Program**

The Finance Director presented the 2016-2021 Capital Improvement Program. The plan provided the list of projects per year, project description, funding source, project cost, annual budget impact and project status including the expected completion date of the project. Staff requested that the City Council review the program and provide feedback for the 2017 budget process. The Mayor requested that the City Council review the document and directed staff to place this item for discussion at the May 26<sup>th</sup> City Council meeting.

**ADJOURN**

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

The meeting adjourned at 7:58p.m.

---

Glenda Gerrity, City Clerk

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

# Proclamation

## A PROCLAMATION RECOGNIZING FAIR HOUSING MONTH IN THE CITY OF SPRING HILL, KANSAS

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Spring Hill, Kansas is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in our (City/County) that can and should be achieved,

I, Steven M. Ellis, Mayor of Spring Hill, Kansas, on behalf of its citizens, do hereby proclaim the month of April as

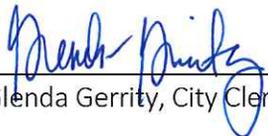
FAIR HOUSING MONTH

And express the hope that this year's observance will promote fair housing practices throughout the City of Spring Hill, Kansas.

Dated this 14<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Steven M. Ellis, Mayor

ATTEST:

  
\_\_\_\_\_  
Glenda Gerrity, City Clerk

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: MAY 26, 2016  
DATE: MAY 19, 2016

---

**Formal Action:** Federal-aid fund exchange master agreement

**Background/Analysis:** The Kansas Department of Transportation (KDOT) participates in a federal grant process for road and bridge repair and replacement. Cities have been able to historically participate in the same program but the types of projects that funding can be used for are limited. KDOT created a federal-aid fund exchange program to provide a mechanism for cities to benefit from federal road and bridge aid while allowing a broader range of project types. The program allows cities to apply for an exchange of federal funds allotment at a rate of ninety percent (90%) of State funds for one hundred percent (100%) of local federal obligation authority on a reimbursement basis. Essentially the City will receive 90% of the total cost of the project being reimbursed up to the amount allotted to our agency. The agreement limits the funds to be carried over for three years however, since the City has not requested reimbursement since 2011, the State is allowing Spring Hill to request the unused funds reserved since that time.

In past years, KDOT would ask for the agreement to be signed annually. The proposed master agreement would eliminate the need for an annual agreement. Once the agreement is signed, the City can request reimbursement for expenses already incurred for specific street related projects.

While the date for submittal was April 29, 2016, staff has confirmed that the Kansas Department of Transportation will accept our signed agreement and request for reimbursement.

**Legal Review:** The master agreement has been reviewed by City attorney, Frank Jenkins.

**Funding Review or Budgetary Impact:** Reimbursements under this program will be deposited back to the Consolidated Highway fund and earmarked for future street improvements projects.

**Alternatives:**

1. Approve federal-aid fund exchange master agreement.
2. Deny federal-aid fund exchange master agreement.

**Recommended Motion:** Staff recommends approval of the master agreement authorizing the Mayor to sign on behalf of the City.

**Attachments:** Master agreement: Federal-aid funds exchange  
Spring Hill request for funds reimbursement  
Memo outlining program

FUND EXCHANGE MASTER  
CITY OF SPRING HILL, KANSAS

**FEDERAL-AID  
FUND EXCHANGE  
MASTER AGREEMENT**

This MASTER AGREEMENT is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Spring Hill, Kansas** (the “City”), **collectively**, the “Parties.”

**RECITALS:**

- A. The Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- B. The City desires to exchange all or a portion of the City’s annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of city roads utilizing federal or state funds.
- D. The Parties have determined the Federal Fund Exchange Program would be most efficiently administered under this Master Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS:**

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Banked Funds**” means the city’s annual allotment of Federal Funds which the City has decided to use in the future for either a Federal-Aid Project or to be exchanged for State Funds.
- 3. “**City**” means the City of Spring Hill, Kansas.
- 4. “**Effective Date**” means the date this Agreement is signed by the Secretary or his designee.

5. **“Exchange Rate”** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
6. **“Exchanged Funds”** means the funds from the City’s annual allotment of Federal Funds exchanged for State Funds at the Exchange Rate.
7. **“Exchanged Portion”** means a portion of funds from the City’s annual allotment of Federal Funds exchanged for State Funds.
8. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
9. **“Fund Exchange Request”** means the attached form “Attachment A” which is submitted by the City to KDOT to request the exchange of Federal Funds for State Funds in any given year, and the terms of which are incorporated herein by reference.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Parties”** means the Secretary and KDOT, individually and collectively, and the City.
12. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
13. **“State Funds”** means State of Kansas transportation funds.

## ARTICLE II

### TERMS OF AGREEMENT:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** The City will submit a Fund Exchange Request when it desires to exchange its Federal Funds. The Fund Exchange Request will be incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
  - (a) When the City submits a Fund Exchange Request to use the Banked Funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to the amount indicated on the Fund Exchange Request.

- (b) When the City submits a Fund Exchange Request, to use the Exchanged or Banked Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
  - (i) The City authorizes the Secretary to retain and use the Exchanged Portion of the City's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
  - (ii) The Secretary shall reimburse the City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to ninety percent (90%) of the amount of funds as indicated on the Fund Exchange Request. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.
  - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by the City. Banking of Exchanged Funds is limited to three (3) consecutive fiscal years, unless written approval is obtained from the Secretary.
  - (iv) The City understands that the Secretary may use the retained Federal Funds exchanged by the City for any federally eligible purpose or project within the State.
  - (v) The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) The City shall not deposit the exchanged State Funds into the operating budget for the City.
- (b) The City shall use the State Funds exchanged pursuant to this Agreement for:
  - (i) transportation projects, as approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines; and
  - (ii) for all phases of approved transportation project(s) including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the transportation project, the City shall notify Secretary and allow the Secretary to participate in a final review of the project. Reviews by the Secretary are not done for the benefit of the City or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary

investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the City.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, the Secretary may terminate this Agreement without further notice. The Secretary will not be responsible to the City for any reduction in State Funds.
6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the City, the Secretary shall exchange funds in the amount available.
7. **Audit.** The City will participate and cooperate with the Secretary in an audit which will occur either annually or by project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the City for items considered non-participating, the City shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Legal Authority.** The City shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
10. **Indemnification.** To the extent permitted by law, the City agrees to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City or the City's employees.

### ARTICLE III

#### GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
6. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or his designee.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF SPRING HILL, KANSAS

\_\_\_\_\_  
Glenda Gerrity, City Clerk (Date)

\_\_\_\_\_  
Steven M Ellis, Mayor

(SEAL)

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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



**KANSAS DEPARTMENT OF TRANSPORTATION  
BUREAU OF LOCAL PROJECTS  
REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND  
EXCHANGE MASTER AGREEMENT**

Date: March 31, 2016

County/City: Spring Hill

Federal Funds to Be Exchanged: \$64,018.77

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
*Signature\** *Date*

\_\_\_\_\_  
*Typed or Printed Name*

\_\_\_\_\_  
*Title*

*\*The representative signing this request must be authorized by law to bind the city/county to an agreement.*

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Mike King, Secretary  
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861  
Fax: 785-296-2079  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>

Sam Brownback, Governor

BLP Memo 16-02

MEMO TO: Board of City Commissioners  
City of Spring Hill

DATE: March 31, 2016

SUBJECT: Federal Funds Distribution/Federal Fund Exchange 2016

I am pleased to announce that the Kansas Department of Transportation (KDOT) is making Federal Funds, in the amount of \$64,018.77, available to the County of for Federal Fiscal Year 2016 (October 1, 2015 through September 30, 2016). These funds may be used to develop a federal-aid project following the procedures outlined in the KDOT LPA Project Development Manual, or you may exchange them with KDOT under the Federal Fund Exchange Program.

The federal fund exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. The exchange rate for the program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects.

The Program Guidelines and necessary documents are located at <http://www.ksdot.org/burlocalproj/default.asp>. For your convenience, the amount of funds available to exchange for Federal Fiscal Year 2016 have been entered into the attached Request to Exchange Federal Funds Form. **Please remember to return the completed Request by April 29, 2016.**

Also attached please find the Master Agreement; once this agreement is fully executed it will be valid for the entirety of the Federal Fund Exchange Program. **Please remember to return two original copies of the completed Master Agreement by April 29, 2016.** Also remember a Request to Exchange will still be needed each year.

We appreciate your participation in the federal-aid/federal fund exchange program for local public agencies. Please contact Crystal Madrid, Tod Salfrank or me at 785-296-3861 if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink, appearing to read "R. J. Seitz".

Ronald J. Seitz, P.E., Chief  
Bureau of Local Projects

cc: Office of City Engineer  
Jim L. Kowach, P.E., Director, Division of Engineering and Design  
Michael J. Moriarty, Chief, Bureau of Transportation Planning

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: MAY 26, 2016  
DATE: MAY 19, 2016

---

**Consent Action Item:** Verizon-GSA funding agreement

**Background:** The City currently uses Verizon Wireless for our wireless service.

**Analysis:** The City has a GSA Federal supply funding agreement which applies to purchases of equipment for the City's cell phone service plan with Verizon. The Federal Supply Schedule provides ordering activities and services at volume discount pricing on a direct delivery basis. All ordering activities are provided with the same services, convenience and pricing. The Federal Supply Schedule is pre-negotiated and offers the benefits of shorter lead-times, lower administrative costs, and reduced cost inventories with no early termination fee. There is no actual contract that will be signed but instead an annual funding document which authorizes Verizon to provide the City up to a certain number of lines and an account credit up to a specific amount.

**Alternatives:**

1. Authorize the Mayor to sign the funding document with Verizon Wireless.
2. Deny the authorization of the funding document with Verizon Wireless.
3. Table the issue and direct staff to further research.

**Legal Review:** The GSA contract is non-negotiable and offers municipalities the ability to piggyback from an existing agreement. City Attorney, Frank Jenkins, has reviewed the document and discussed points with the government representative with Verizon Wireless.

**Funding Review or Budgetary Impact:** This recommendation is being presented in accordance with Section 2.02b of the Spring Hill Purchasing Policy. Expenditures will be drawn accordingly from each department within the General Fund, Water and Wastewater funds.

**Recommendation:** Staff recommends that the Council authorize the Mayor to sign the annual funding document with Verizon Wireless.

**Attachments:**

- 1) Funding document with Verizon Wireless



## GSA-Federal Supply Schedule Purchase Order

Date:	May 19, 2016
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	<a href="mailto:VZWFederal.Implementations@VerizonWireless.com">VZWFederal.Implementations@VerizonWireless.com</a>
Phone:	1.800.561.6227
FAX:	913.906.3079
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: <b>Steven Ellis</b> _____ Printed or typed title: <b>Mayor</b> _____
Contact Information:	Email address: <a href="mailto:landism@springhillks.gov">landism@springhillks.gov</a> Phone number: 913.592.3664                      FAX number: 913.592.5040
Billing Information:	City of Spring Hill 401 N Madison PO Box 424 Spring Hill, KS 66083 _____ _____ _____ _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling <b>50</b> units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): <b>various</b> Equipment: <b>various</b>
Term:	<b>May 18th, 2016 for 24 months through 2018</b> (month) (day)                      (#)                      (year)
Funds Authorized:	Monthly Access Fees for service on <b>50</b> Lines (Estimated)    \$2,500 Equipment charge(s) on                      Lines (Estimates)    \$ Total Access and Equipment Fees on <b>50</b> lines (Estimate)    \$60,000 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.:
Customer Acceptance:	Signature: _____ Date: _____

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: MAY 26, 2016  
DATE: MAY 19, 2016

---

### Consent

**Issue:** Renewal of Agreement with LiftOff, LLC for the right to access Office 365 (Microsoft Exchange)

**Background:** Microsoft makes their products, such as Microsoft Exchange, available only through select third party vendors. Only certain third party vendors, such as LiftOff LLC, are able to sell access to the government cloud servers powering Microsoft Exchange hosted by Microsoft.

Office 365 allows employees the ability to access calendars, share and update internal documents and use of internal messaging allowing better customer service and efficiencies across all departments. The City currently uses Office 365 and the proposed renewal is for continued use of the product.

### Alternatives:

1. Approve the agreement between the City of Spring Hill and LiftOff, LLC.
2. Deny the agreement between the City of Spring Hill and LiftOff, LLC.
3. Table the issue and direct staff to further research.

**Legal Review:** The original agreement was reviewed by Frank Jenkins, City Attorney. The renewal is in original approved form.

**Funding Review or Budgetary Impact:** This agreement is a one year renewable subscription which will be paid from the General, Water and Sewer funds.

**Recommendation:** Recommend approval of renewal agreement with LiftOff LLC.

**Attachments:** Agreement



## INVOICE

as of 5/19/2016

**Bill to:**

City of Spring Hill, KS  
401 N. Madison St.  
PO Box 424  
Spring Hill, KS 66083

**Ship to:**

City of Spring Hill, KS  
401 N. Madison St.  
PO Box 424  
Spring Hill, KS 66083

**Reseller (Remit To):**

LiftOff LLC  
Attn: Ron Braatz  
1667 Patrice Circle  
Crofton, MD 21114

**Terms:**

Due on Receipt

**Payment Options:**

Check

**Quote Description**

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Office 365 Plan G3	U7S-00008	12	17.00	1	\$204.00
Office 365 Plan G1	U4S-00002	12	6.00	29	\$2,088.00
Exchange Online Kiosk	3PS-00001	12	1.49	25	\$447.00

**Total: \$2,739.00**

**Pricing Information:**

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

---

## Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **City of Spring Hill, KS** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

### ***1. General.***

**Right to use.** You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

**Acceptable use.** You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

**Compliance.** You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

**Customer Data.** Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

**Changes.** Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

**Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.

### ***2. Confidentiality and Security.***

---

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

### ***3. Term, Termination, and Suspension.***

**Term and termination.** This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

**Customer Data.** You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

**Regulatory.** If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

**Suspension.** We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

### ***4. Limited warranty; disclaimer.***

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

### ***5. Duty to protect.***

**Defense.** We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

**Remedies.** If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

**Other obligations.** To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

---

**Limits.** The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

## ***6. Limited liability.***

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

## ***7. Agreement mechanics.***

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

## ***8. Definitions.***

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

---

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.  
“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

## **AGENDA ITEM REVIEW SHEET**

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2016

DATE: MAY 17, 2016

---

**Consent Agenda:** Approval of Commercial Fireworks Retail Sales permit FS-2016-0001, Trieb's T-Town Fireworks, LLC located at 18781 S. U.S. Highway 169.

**Issue:** Steve Trieb has submitted a CFRS application for the sale of fireworks at 18781 U.S. Highway 169. This location is north of 207<sup>th</sup> Street on the east side of Hwy 169.

**Background:** This is a new stand location this year.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. This will be the first year for this business at this location. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of FS-2016-0001 for the sale of fireworks by Trieb's T-Town Fireworks, LLC at 18781 U.S. Highway 169.

**Attachments:** Application and supporting documents

RECEIVED

APR 22 2016

CITY OF SPRING HILL, KS  
TIME 11:00 INITIALS ce



**Application for Consumer Fireworks Retail Sales**

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

Application must be submitted by **May 20** to:  
Spring Hill Community Development Department  
City Hall, 401 N. Madison St.

PERMIT NUMBER FS-2016-0001

**APPLICANT:**  
NAME T-Town Trieb's ~~Big~~ Fireworks, LLC CONTACT Steve Trieb  
ADDRESS 204 S. Main SUITE \_\_\_\_\_  
CITY Tonganoxie STATE KS ZIP 66086  
PHONE (913) 238.0374 FAX ( ) \_\_\_\_\_  
E-MAIL Wtrieb05@hotmail.com

**CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)**

CFRS Location: 18781 U.S. Highway 169

**PROPERTY OWNER:**

NAME Tom Beachner CONTACT Tom  
ADDRESS 18781 Hwy 169 SUITE \_\_\_\_\_  
CITY Spring Hill, KS STATE KS ZIP 66083  
PHONE (913) 561-4801 FAX (913) 397-0387  
E-MAIL buffalostripe@hotmail.com

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
- Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
- A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
- A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article 1 of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PROPERTY OWNER'S SIGNATURE Tom Beachner DATE 4/22/16

Need applicant's sig

OFFICE USE ONLY	
Community Development Director: _____	Date _____
Public Works Director _____	Date _____
Fire Department _____	Date _____
City Council Action: <i>Approved</i> <i>Denied</i> Date _____	
Fee Received    \$1,000.00 <input checked="" type="checkbox"/>	By <u>Christie Campbell</u> Date <u>4/26/16</u> Receipt # <u>343417</u>

Rev Code	Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS	PE	FS-2016-0001	STEVE TRIEB TRIEB'S T-TOWN FIREWORKS	1000.00	343417

Payment	Recieved	Cash Back	Type Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK 17757/RT				4/27/2016	4:40 PM	4/27/2016

Clerk Name ROMARIE TORRES  
Drawer CITY HALL 2  
Journal # 3108



\*01010100\*

Division of Taxation  
915 SW Harrison St  
Topeka KS 66612-1588



Phone: 785-368-8222  
FAX: 785-291-3614  
www.ksrevenue.org

Nick Jordan, Secretary of Revenue  
Steve Stotts, Director of Taxation

Department of Revenue

Sam Brownback, Governor

March 24, 2016

TRIEBS T TOWN FIREWORKS LLC  
204 S MAIN ST  
TONGANOXIE, KS 66086-8947

Attached is your Kansas Retailers' Sales-tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or [www.webtax.org](http://www.webtax.org). See the next page for more details.

**KANSAS DEPARTMENT OF REVENUE**  
*Division of Taxation*

[www.ksrevenue.org](http://www.ksrevenue.org)

**RETAILERS' SALES TAX REGISTRATION CERTIFICATE**



Triebs T Town Fireworks Llc  
204 S Main St  
Tonganoxie, KS 66086-8947

Tax Account Number: 004-XXXXX1151F-01

Inception Date: 03/03/2016

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.



Sam Brownback, Governor  
Nick Jordan, Secretary

[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

Triebes T Town Fireworks, LLC

**ISSUE DATE**

04/07/2016

**TRANSACTION ID**

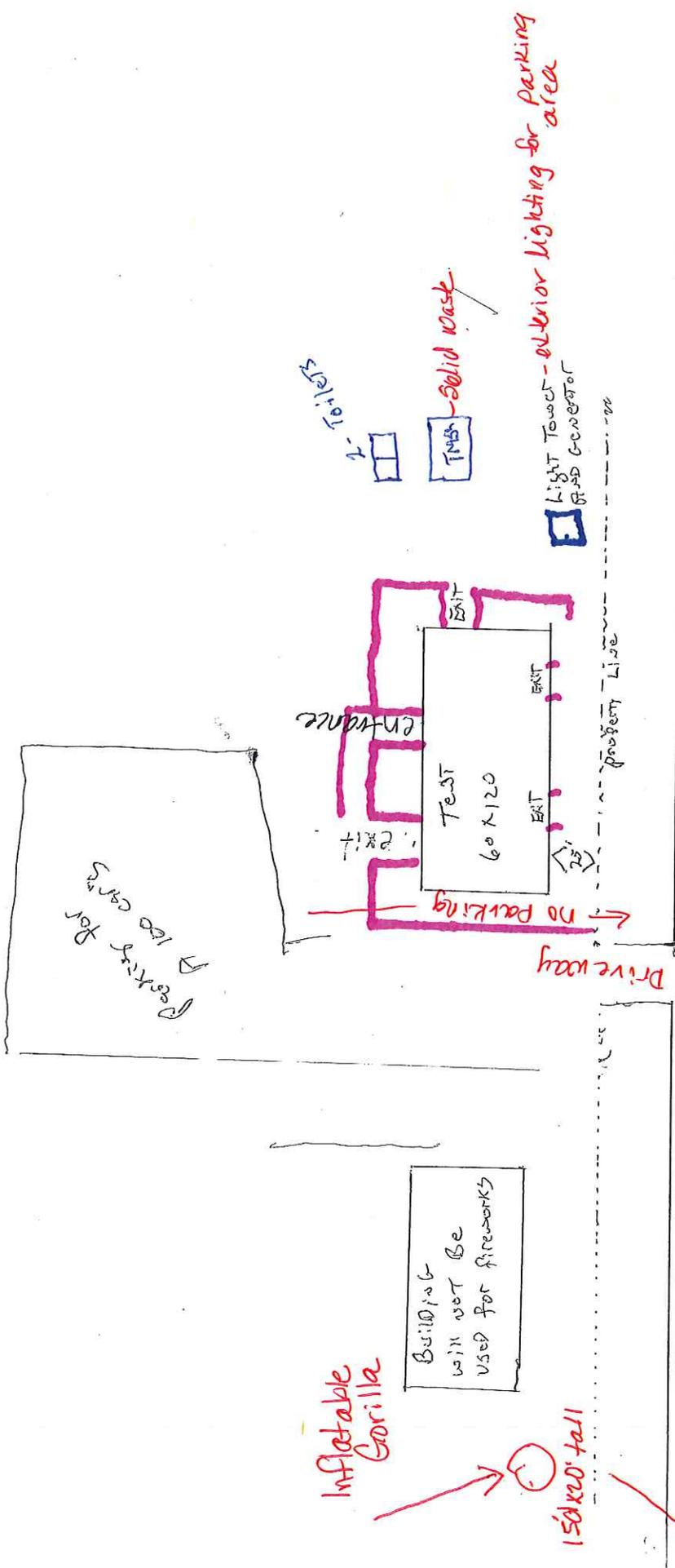
T8FP-35KJ-SSXE

**CONFIRMATION NUMBER**

CD76-HBBC-TDT5

**TAX CLEARANCE VALID THROUGH 07/06/2016**

*Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199*



along dotted line is fence  
 I would like to place 3x5 flags on 10' poles on east side of fence approx every 20 feet

Red dots are fire extinguishers  
Red dots with black circle are pressurized water extinguishers

EXIT

Scale = 1" = 10 feet



## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2016

DATE: MAY 16, 2016

---

**Consent Agenda:** Approval of Commercial Fireworks Retail Sales (CFRS) permit, Jakes Fireworks, INC.

**Issue:** Jake's Fireworks, Pittsburgh, KS has submitted a CFRS application for the sale of fireworks in the Blackhawk Plaza at 22362 S. Harrison. Sales location would be on the northwest end of the Price Chopper parking lot.

**Background:** Jakes Fireworks has operated a stand in this location for the past several years.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of the CFRS permit FS-2016-0002 for Jakes Fireworks to be located at 22362 S. Harrison.

**Attachments:** Application and documents



# Application for Consumer Fireworks Retail Sales

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

# RECEIVED

MAY 03 2016

CITY OF SPRING HILL, KS  
TIME 8:30 INITIALS ce

Application must be submitted by **May 20** to:  
Spring Hill Community Development Department  
City Hall, 401 N. Madison St.

PERMIT NUMBER FS-2016-0002

### APPLICANT:

NAME Jakes Fireworks, Inc. CONTACT Karen Spielbusch  
ADDRESS 1500 E 27<sup>th</sup> Terrace SUITE \_\_\_\_\_  
CITY Pittsburg STATE KS ZIP 66762  
PHONE (620) 231-2264 FAX (620) 231-2416  
E-MAIL Karen.spielbusch@jakesfireworks.com

### CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)

CFRS Location: 22362 S Harrison

### PROPERTY OWNER:

NAME Black Hawk Retail Development CONTACT Grant Merritt  
ADDRESS PO Box 464 SUITE \_\_\_\_\_  
CITY Spring Hill STATE KS ZIP 66083  
PHONE (913) 592-2860 FAX ( ) \_\_\_\_\_  
E-MAIL Grant@blackhawkdevelopment.com

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
- Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
- A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
- A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article 1 of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE Karen Spielbusch DATE 4/21/16

PROPERTY OWNER'S SIGNATURE See attached lease DATE \_\_\_\_\_

### OFFICE USE ONLY

Community Development Director: \_\_\_\_\_ Date \_\_\_\_\_

Public Works Director \_\_\_\_\_ Date \_\_\_\_\_

Fire Department \_\_\_\_\_ Date \_\_\_\_\_

City Council Action: Approved Denied Date \_\_\_\_\_

Fee Received \$1,000.00  By Christie Campbell Date 5/3/16

Rev Code	Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS	PE	FS-2016-0002	KAREN SPIELBUSCH	1000.00	343661

Payment	Recieved	Cash Back	Type	Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK	052187/HP				5/03/2016	9:46 AM	5/03/2016

Clerk Name HEATHER POOLE  
 Drawer CITY HALL 2  
 Journal # 3185

JAKE'S FIREWORKS, INC.

052187

Date	Invoice	Comment	Amount	Amount	Amount
4/27/2016	16PERMIT	2016 permit tent #1059	1,000.00	0.00	1,000.00

FS-2016-0002

Check	Date	Name	Amount
052187	4/28/2016	City of Spring Hill	1,000.00

*Lease Agreement*

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> of June, by and between Blackhawk Retail Development LLC, hereinafter referred to as LESSOR, and Jake's Fireworks, Inc., hereinafter referred to as LESSEE.

LESSOR, in consideration of the covenants and agreements hereafter made by LESSEE, hereby leases exclusively unto LESSEE on the following described real estate:

NW side of parking lot next to grass is front of Price Chopper  
22362 S Harrison  
Spring Hill, KS 66083

for the purpose of selling and distributing fireworks for the period of June 20, 2016, through July 5, 2016; provided, however, LESSEE shall be allowed to erect and remove his equipment on and from the premises within a reasonable period prior to and following the lease period, must have owners approval which will not be unreasonably denied.

**LESSEE AGREES:**

1. To pay LESSOR, as rent on the above-described premises **EXCLUSIVLY**, on or about the 1<sup>st</sup> day of June, 2016, the sum of [REDACTED]
2. To operate his business on the leased premises in a lawful manner and in full compliance with applicable laws and regulations.
3. To remove all trash, debris, and rubbish that shall have been caused to be placed thereon by LESSEE'S operations, will repair any damage caused to lot.

In the event the leased premises are annexed to a city where the sale of fireworks is not permitted or it is in any other way deemed unlawful to sell fireworks on the leased premises this lease will be terminated and rental money returned to the LESSEE, as long as no fireworks operations have begun on site. In the event of a burn ban or a ban on the sale of fireworks all monies will be returned to Lessee minus \$50.00 to be kept by Lessor, as long as no fireworks operations have begun on site.

LESSEE is hereby granted right of first refusal at this location for the same purpose and period for the year following expiration of this lease, at market rates.

LESSEE shall deposit \$250 with LESSOR as security deposit for clean up.

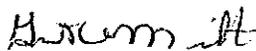
This lease may be renewed each year by payment of \$ [REDACTED] or about March 1st of each consecutive year, provided that the ground is vacant. The Lessor or Lessee may terminate this lease with 90 day written notice.

The agreement and covenants shall extend to the heirs and assigns of each of the parties.

*Jake's Fireworks will provide a certificate of insurance on or before June 15, 2016.*

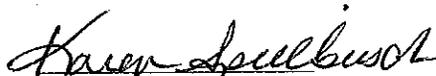
IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor



Black Hawk Retail

Lessee

  
Jake's Fireworks, Inc



Division of Taxation  
915 SW Harrison St  
Topeka KS 66625-2007



Phone: 785-368-8222  
FAX: 785-296-2073  
www.ksrevenue.org

Nick Jordan, Secretary of Revenue  
Steve Stotts, Director of Taxation

Department of Revenue

Sam Brownback, Governor

September 11, 2014

JAKES FIREWORKS INC  
1500 E 27TH TER  
PITTSBURG, KS 66762-2757

Attached is your Kansas retailers' sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or [www.webtax.org](http://www.webtax.org). See the next page for more details.

KANSAS DEPARTMENT OF REVENUE  
*Division of Taxation*

[www.ksrevenue.org](http://www.ksrevenue.org)

## RETAILERS' SALES TAX REGISTRATION CERTIFICATE



Jakes Fireworks Inc  
1500 E 27th Ter  
Pittsburg, KS 66762-2757

Tax Account Number: 004-480980804F-01

Inception Date: 08/20/2014

Filing Frequency: Pre-paid Monthly

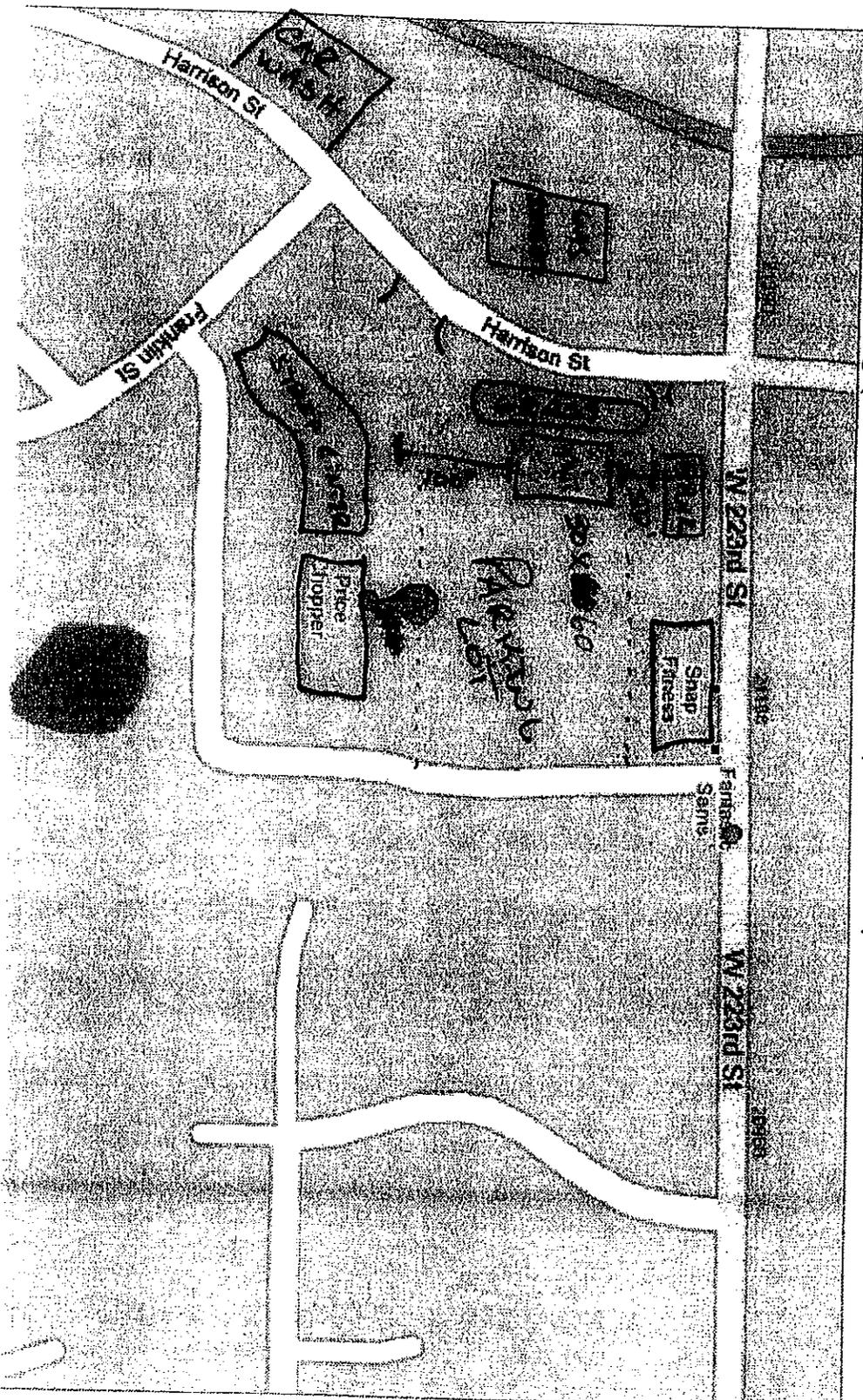
This Registration Certificate is valid until canceled and is not transferable.

# Google maps Price Chopper

A. **Price Chopper**  
22350 South Harrison Street, Spring Hill, KS -  
(913) 592-4545

22362 S Harrison St.

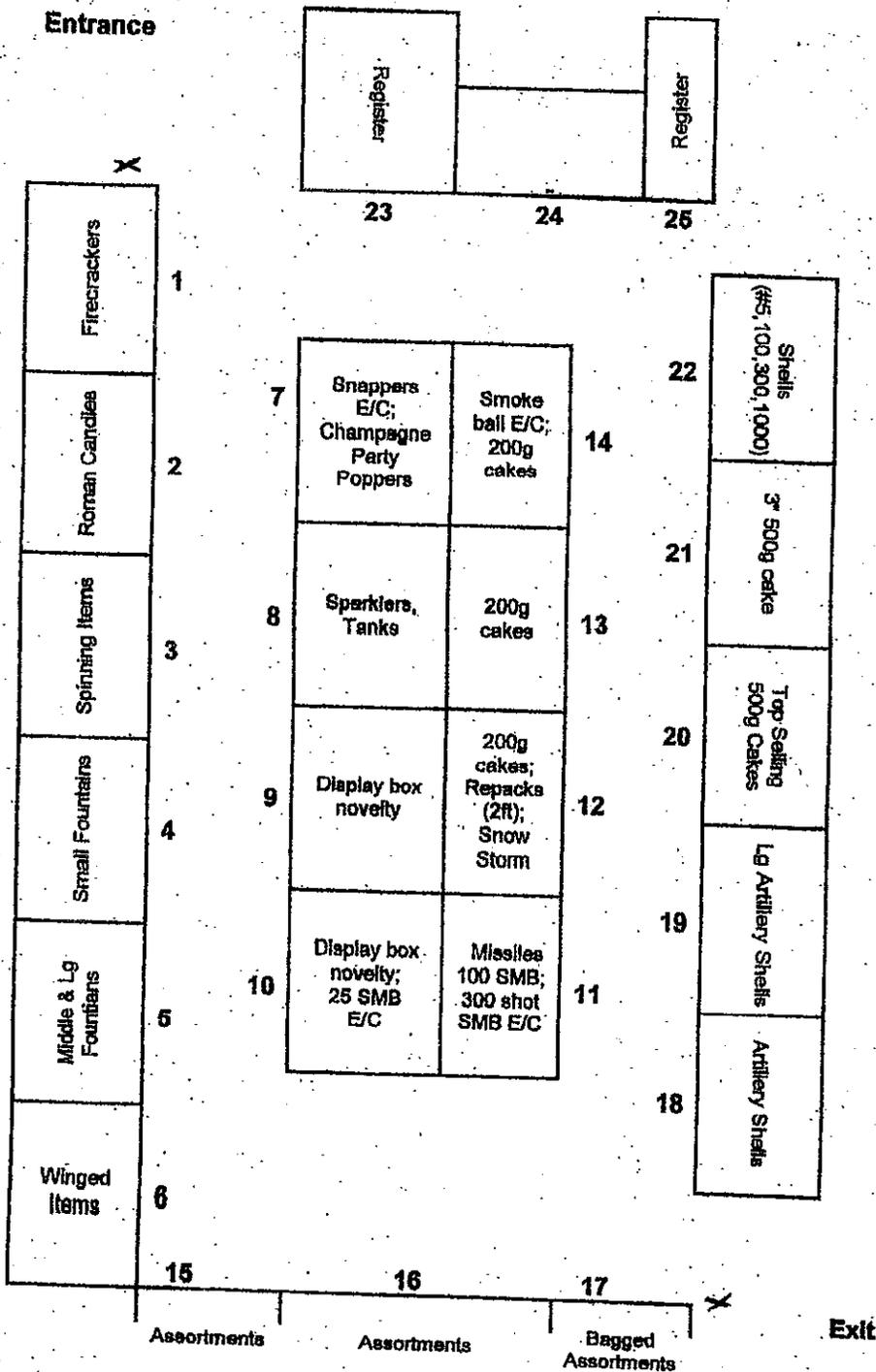
226 parking spaces



Get Google Maps on your phone  
Text the word "GMAPS" to 466453

30 X 60

Entrance



Handwritten note: X = 1000/1000/1000/1000

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2015

DATE: MAY 16, 2016

---

**Consent Agenda:** Approval of Commercial Fireworks Retail Sales permit FS-2016-0003, JC Freedom Enterprises, LLC. (Pyro Papas), at 20020 N. Webster St.

**Issue:** Carol Lang has submitted a CFRS application for the sale of fireworks 20020 N. Webster. Sales location would be on the SE corner 199th & US169 Highway.

**Background:** This is a repeat applicant and location for this fireworks stand from previous years.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. This will be the fifth year for this business at this location. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of FS-2016-0003 for the sale of fireworks by JC Freedom Enterprises, LLC at 20020 Webster St.

**Attachments:** Application and supporting documents



# Application for Consumer Fireworks Retail Sales

# RECEIVED

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

MAY 03 2016

CITY OF SPRING HILL, KS  
TIME 9:58 INITIALS ce

Application must be submitted by **May 20** to:

PERMIT NUMBER FS-2016-0003

Spring Hill Community Development Department  
City Hall, 401 N. Madison St.

**APPLICANT:** stand name - Pyro Papas  
 NAME J.C. Freedom Enterprises, LLC CONTACT Carol Lang  
 ADDRESS 2674 Osage Rd. SUITE \_\_\_\_\_  
 CITY Perry STATE Ks ZIP 66073  
 PHONE (913) 787-2219 FAX ( ) \_\_\_\_\_  
 E-MAIL Jcfreedomfireworks@hotmail.com

**CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)**

CFRS Location: 199<sup>th</sup> and 169 Hwy - 20020 Webster St. Spring Hill

**PROPERTY OWNER:**  
 NAME Mallin Family Trust CONTACT Kelly Lieberman  
 ADDRESS 6515 W. 134<sup>th</sup> Terrace SUITE \_\_\_\_\_  
 CITY Overland Park STATE Ks ZIP 66209  
 PHONE (913) 744-9588 FAX ( ) \_\_\_\_\_  
 E-MAIL kellylieberman@gmail.com

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
- Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
- A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
- A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article 1 of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE J.C. Freedom Ent. LLC DATE 5-2-16  
By Carol S. Lang

PROPERTY OWNER'S SIGNATURE [Signature] DATE 5/2/16

**OFFICE USE ONLY**

Community Development Director: \_\_\_\_\_ Date \_\_\_\_\_  
 Public Works Director \_\_\_\_\_ Date \_\_\_\_\_  
 Fire Department \_\_\_\_\_ Date \_\_\_\_\_  
 City Council Action: Approved Denied Date \_\_\_\_\_  
 Fee Received \$1,000.00  By Christie Campbell Date 5/3/16

Rev Code	Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS	PE	FS-2016-0003	CAROL LANG	1000.00	343662

Payment	Recieved	Cash Back	Type Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK 108556/HP				5/03/2016	10:30 AM	5/03/2016

✓  
 Clerk Name HEATHER POOLE  
 Drawer CITY HALL 2  
 Journal # 3185

Fireworks Sales 2016 - Pyro Papas  
 JC Freedom Enterprises, LLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/2/2016

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).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 216-658-7100 <b>E-MAIL ADDRESS:</b> info@brittongallagher.com		<b>FAX (A/C No.):</b> 216-658-7101	
<b>INSURED</b> Ingram Enterprises, Inc. dba Fireworks Over America 1100 West 40 Highway Odessa MO 64076		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
18166		<b>INSURER A:</b> Everest Indemnity Insurance Co.		10851	
		<b>INSURER B:</b>			
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 1577106303                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Deductible GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			SI8GL00655-151	12/1/2015	12/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Additional Insured:  
Stand Owner: Mike and Julie Young; Chris and Carol Lang  
Property Owner: Mallin Family Trust  
Other: Michael Trammell; Joy Gulley; Kelly Lieberman; Pyro Papas Fireworks  
Location: 20020 Webster Street, Spring Hill, KS  
See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

JC Freedom Enterprises, LLC  
Carol Lang  
2674 Osage Road  
Perry KS 66073

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



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Britton-Gallagher and Associates, Inc.		NAMED INSURED Ingram Enterprises, Inc. dba Fireworks Over America 1100 West 40 Highway Odessa MO 64076	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Effective Dates: June 20, 2016 through July 10, 2016  
The Certificate Holder as well as the above listed are Additional Insured respects to General Liability policy as required by written contract.

# KANSAS

DEPARTMENT OF REVENUE

915 SW Harrison St  
Topeka KS 66625-2007

Phone: 785-368-8222  
FAX: 785-291-3614  
www.ksrevenue.org

April 28, 2011

JC FREEDOM ENTERPRISES LLC  
2674 OSAGE RD  
PERRY, KS 66073-4062

Attached is your Kansas-retailers' sales tax registration certificate. This must be displayed in your place of business.

Kansas law requires that you file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or [www.webtax.org](http://www.webtax.org).

Please see the back of this letter for details on how to use and display your certificate.

KANSAS DEPARTMENT OF REVENUE  
Division of Taxation

www.ksrevenue.org

## RETAILERS' SALES TAX REGISTRATION CERTIFICATE



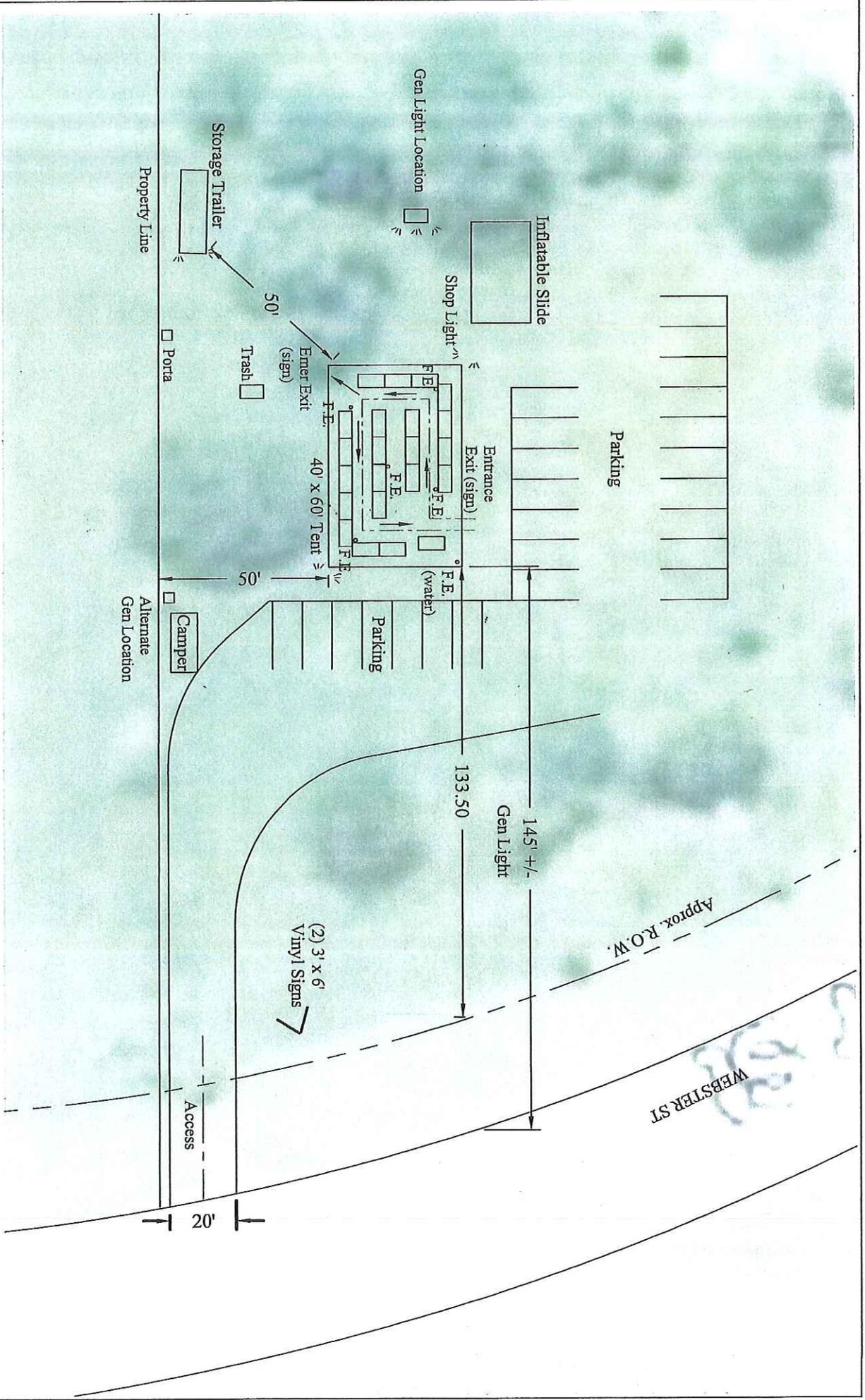
JC Freedom Enterprises LLC  
2674 Osage Rd  
Perry, KS 66073-4062

Tax Account Number: 004-274345976F-01

Inception Date: 06/27/2011

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

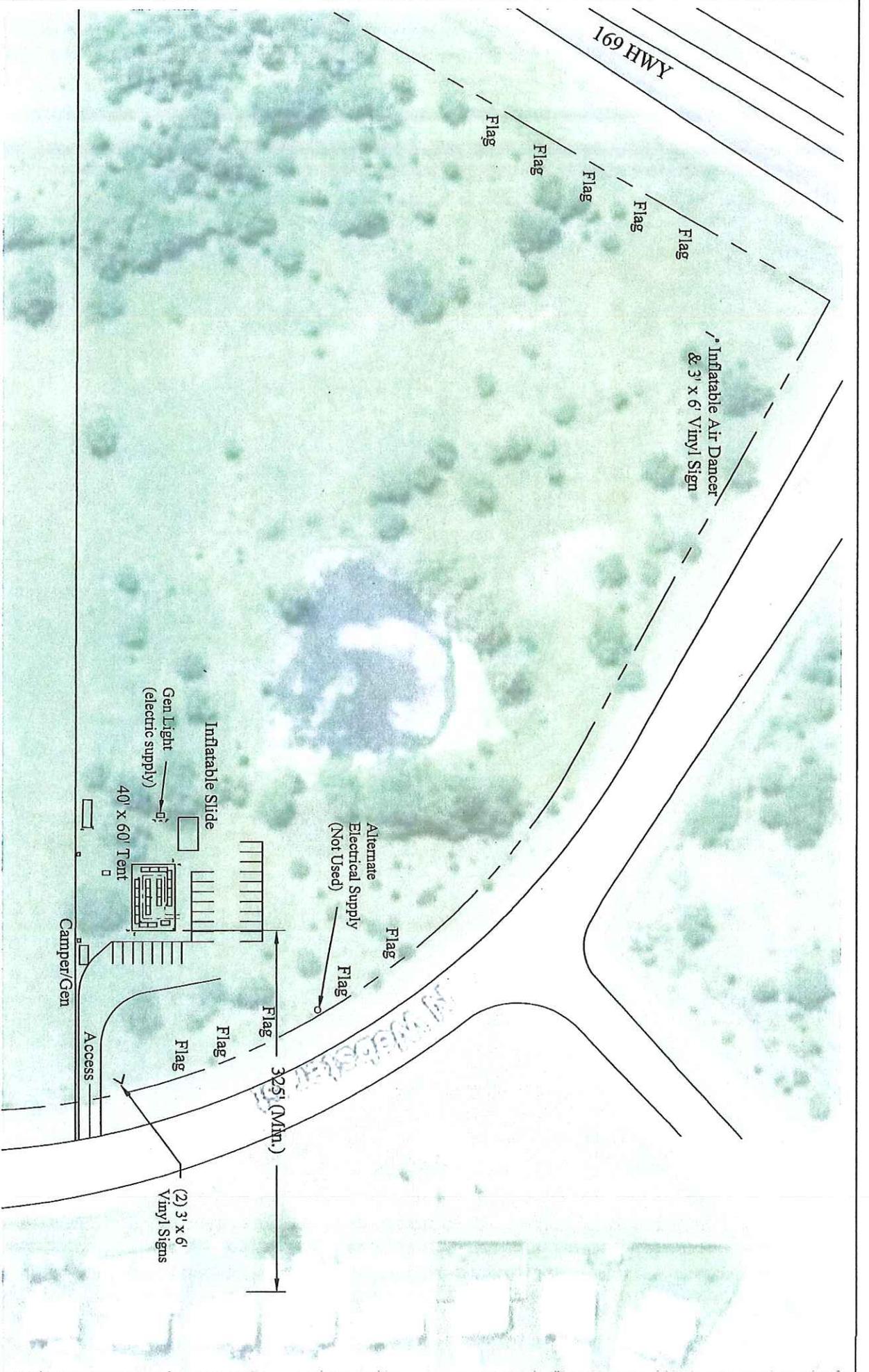


**Address:** 20020 Webster Street  
 Spring Hill, Ks  
**Property Owner:** Mallin Family Trust -  
 Kelly Lieberman  
 5346 West 123rd street  
 Overland Park, Ks 66209  
 913-744-9588

- Zoning:** CP2 - Planned General Business District  
**Waste:** trash cans / pick up bed (hauled to dump)  
**Fire Extinguishers:** Type #5 ABC u.n.o.
1. All Dimensions are approximate
  2. Electricity will be from Westar Energy or Generator(s)

**Pyro Papas Fireworks**  
**Spring Hill, Ks**  
**Site Layout**

Scale = 1" : 40'



**Address:** 20020 Webster Street  
 Spring Hill, Ks  
**Property Owner:** Mallin Family Trust -  
 Kelly Lieberman  
 5346 West 123rd street  
 Overland Park, Ks 66209  
 913-744-9588

**Zoning:** CP2 - Planned General Business District  
**Waste:** trash cans / pick up bed (hauled to dump)  
**Fire Extinguishers:** Type #5 ABC un.o.

1. All Dimensions are approximate
2. Electricity will be from Westar Energy or Generator(s)

**Pyro Papas Fireworks**  
**Spring Hill, Ks**  
**Site Layout**

Scale = 1" : 120'

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2016

DATE: MAY 17, 2016

---

**Consent Agenda:** Approval of Commercial Fireworks Retail Sales permit FS-2016-0004, Eddie's Discount Fireworks; Adam Shay.

**Issue:** Adam Shay, Paola, KS has submitted a CFRS application for the sale of fireworks 22200 S. Webster. Sales location would be on the west side of Webster, north of 223rd St.

**Background:** Mr. Shay has operated a fireworks stand at this location for several years with the exception of 2014.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of permit FS-2016-0004 for Eddie's Discount Fireworks, Adam Shay located at 22200 S. Webster St.

**Attachments:** Application and supporting documents



# Application for Consumer Fireworks Retail Sales

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

# RECEIVED

## MAY 03 2016

CITY OF SPRING HILL, KS  
TIME 2:00 INITIALS ce

Application must be submitted by **May 20** to:  
Spring Hill Community Development Department  
City Hall, 401 N. Madison St.

PERMIT NUMBER FS-2016-0004

### APPLICANT:

NAME ADAM SHAY CONTACT \_\_\_\_\_  
ADDRESS 24566 HEDGE LN SUITE \_\_\_\_\_  
CITY PAOLA STATE KS ZIP 66071  
PHONE (913) 206-2823 FAX (\_\_\_\_\_) \_\_\_\_\_  
E-MAIL ~~ASAY~~ kshaya7@gmail.com / ashayk7@gmail.com

### CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)

CFRS Location: 22200 WEBSTER ST. SPRING HILL KS 66083

### PROPERTY OWNER:

NAME SAM KUMAR CONTACT \_\_\_\_\_  
ADDRESS 4725 LAMAR AVE. SUITE \_\_\_\_\_  
CITY MISSION STATE KS ZIP 66202  
PHONE (816) 550-0184 FAX (913) 677-3086  
E-MAIL LAWRENCE PEST @ YANCO.COM

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
- Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
- A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
- A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article 1 of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE Adam Shay DATE 5-1-2016

PROPERTY OWNER'S SIGNATURE Sam K DATE 5-1-2016

### OFFICE USE ONLY

Community Development Director: \_\_\_\_\_ Date \_\_\_\_\_

Public Works Director \_\_\_\_\_ Date \_\_\_\_\_

Fire Department \_\_\_\_\_ Date \_\_\_\_\_

City Council Action: Approved Denied Date \_\_\_\_\_

Fee Received \$1,000.00  By Christie Campbell Date 5/3/16

Rev Code	Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS	PE	FS-2016-0004	ADAM SHAY	1000.00	<u>343667</u>

Payment	Recieved	Cash Back	Type	Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK	140000	HP			5/03/2016	2:48 PM	5/03/2016

Clerk Name HEATHER POOLE  
 Drawer CITY HALL 2  
 Journal # 3189

601 Main Street  
 Osawatomie, KS 66064

CHECK NO. **140000**

EDDIE'S DISCOUNT FIREWORKS

*FS-2016-0004*

May 3, 2016

ONE THOUSAND AND 00/100

\$\*\*\*\*\*1,000.00

City of Spring Hill



**DEPARTMENT OF REVENUE**

915 SW Harrison St.  
Topeka, KS 66625-2007  
Internet Address:  
www.ksrevenue.org



**STATE OF KANSAS**

PHONE: (785) 368-8222  
FAX: (785) 291-3614  
Hearing Impaired TTY: (785) 296-6461

06/09/2010 14:14:29

**EDDIE'S DISCOUNT FIREWORKS**  
26 ROSE MARIE LN  
LINN VALLEY, KS 66040

Attached is your Kansas retailers' sales tax registration certificate. This must be displayed in your place of business. If you need forms and publications they can be obtained from our web site at <http://www.ksrevenue.org/forms.htm> or by calling 785-296-4937.

If you are interested in filing returns or making payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm>.

Please see page 2 of this letter for details on how to use and display your certificate.

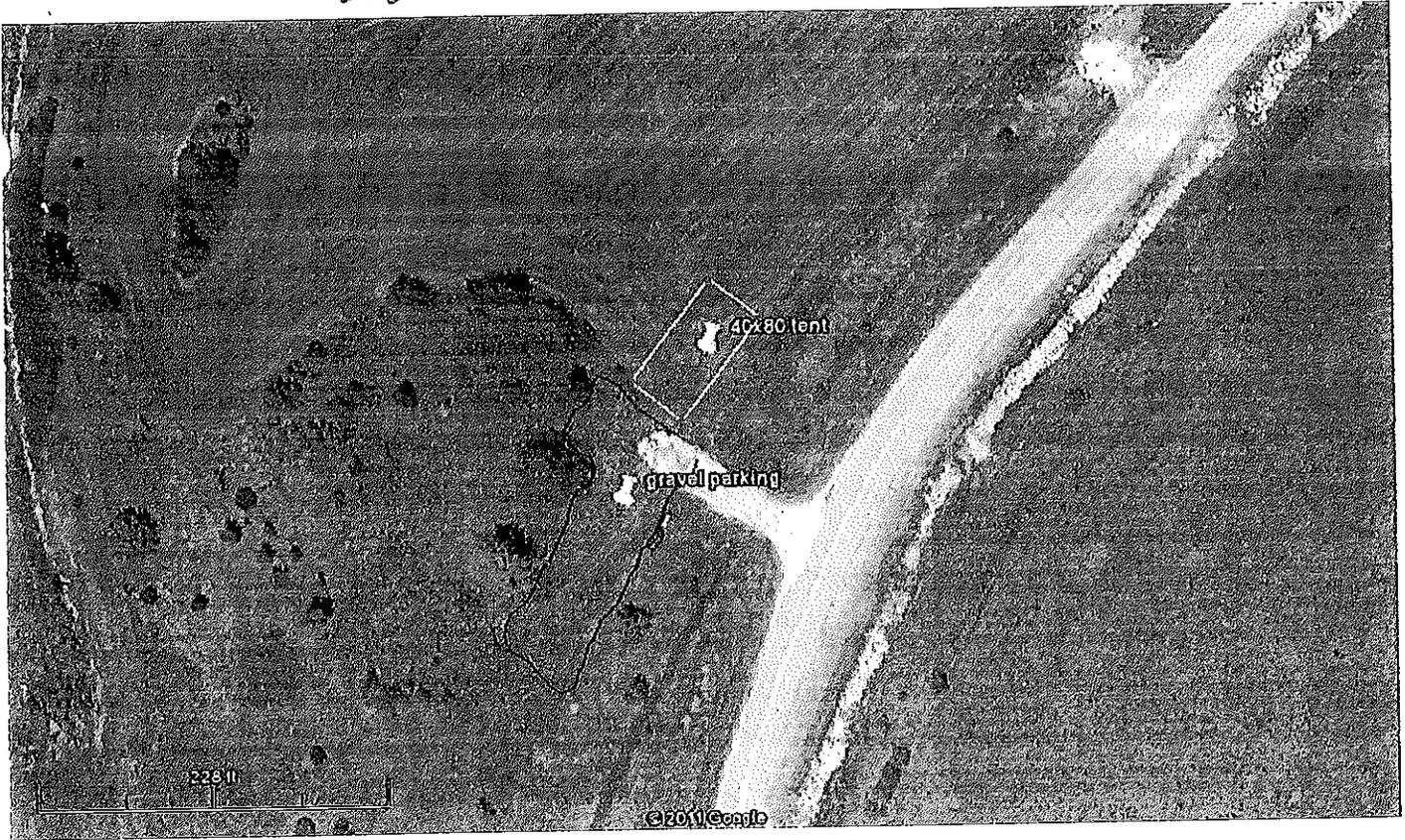
<b>KANSAS DEPARTMENT OF REVENUE</b>		<a href="http://www.ksrevenue.org">www.ksrevenue.org</a>
<i>Division of Taxation</i>		
<b>RETAILERS' SALES TAX REGISTRATION CERTIFICATE</b>		
<b>EDDIE'S DISCOUNT FIREWORKS</b>	Tax Account Number: 004-A10016432F-01	
21814 W. 223RD ST.	Inception Date: 06/27/2010	
SPRING HILL, KS 66083	Filing Frequency: Monthly	
This Registration Certificate is valid until canceled and is not transferable.		

**How to Display and Use Your Certificate**

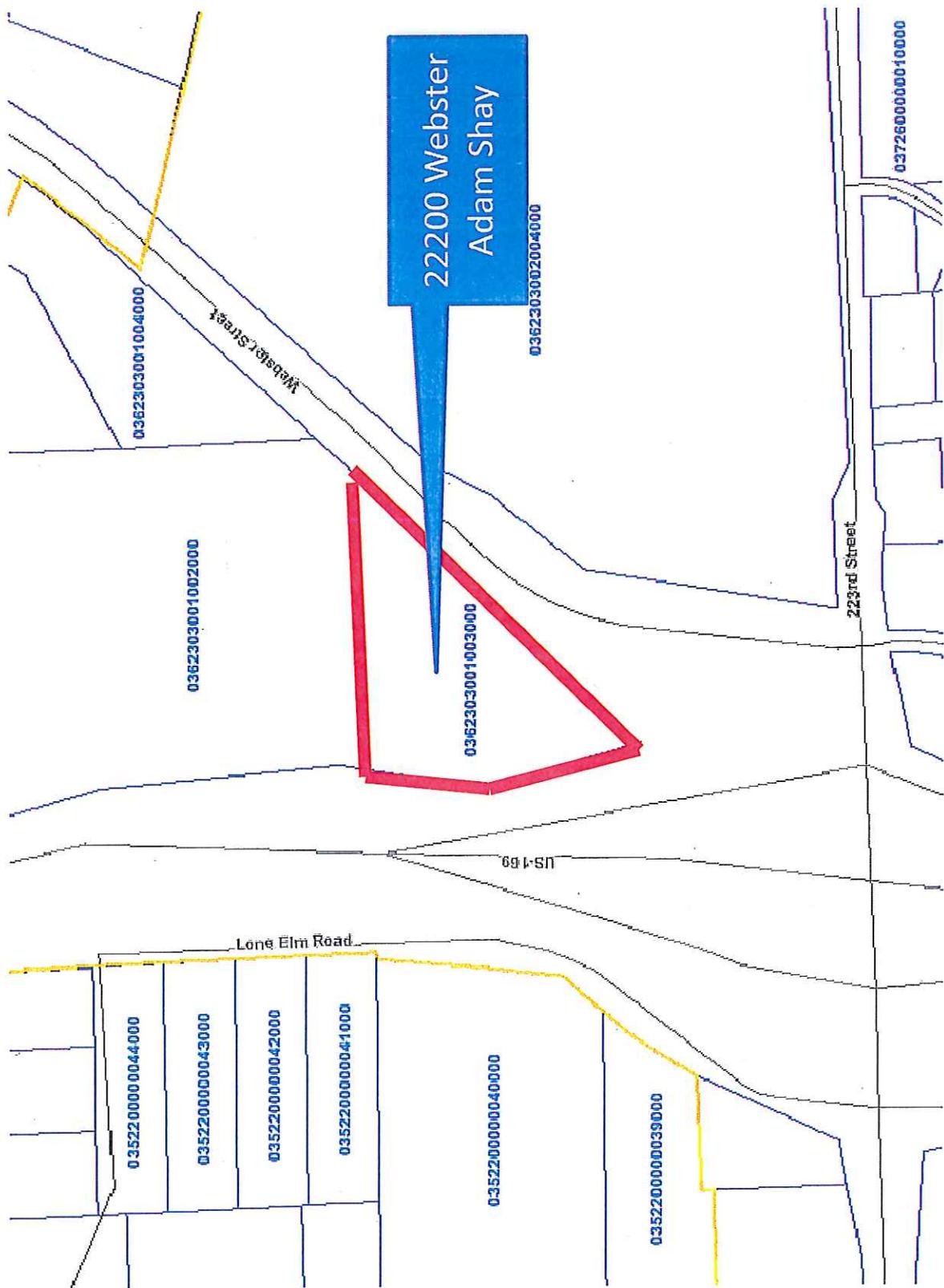
Your registration certificate must be displayed in a "conspicuous location" in your business. Many businesses place it in a display case or area near their cash register. Display the certificate proudly to let your customers know you are duly registered to collect and remit the taxes you are charging them. If you are registered for more than one tax, group the certificates together. You must have a certificate at all times. If your certificate is lost or destroyed, request a duplicate from the Department of Revenue.

If you do not have a permanent fixed business location, carry your registration certificate with you. Many retailers traveling from site to site have their certificates laminated to protect them during travel.

22200 WEBSTER ST. SPRING HILL, KS



EDDIE'S DISCOUNT FIREWORKS



22200 Webster  
Adam Shay

0362303001004000

0362303001002000

0362303001003000

0362303002004000

0372600000010000

Lone Elm Road

US-169

223rd Street

0352200000044000

0352200000043000

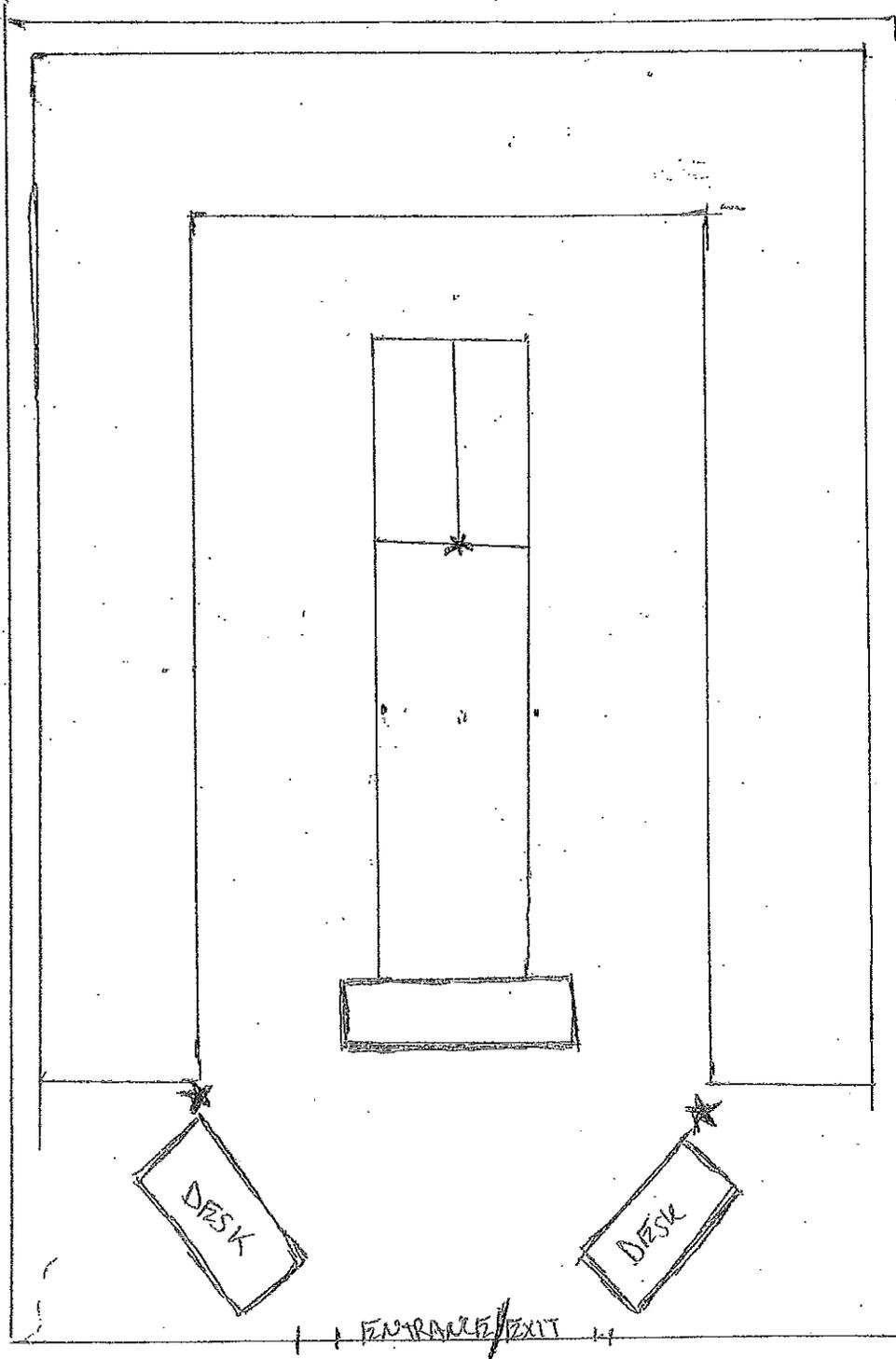
0352200000042000

0352200000041000

0352200000040000

0352200000039000

- TENT DIAGRAM



\* = FIRE EXT.

\* - FIRE EXTINGUISHERS

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR  
MEETING DATE: MAY 26, 2016  
DATE: MAY 16, 2016

---

**Consent Action:** Approval of Commercial Fireworks Retail Sales permit FS-2016-0005, Steve Sherwood.

**Issue:** Steve Sherwood has submitted a CFRS application for the sale of fireworks at 21936 S. Webster.

**Background:** This is a first time application for Mr. Sherwood and the site on S. Webster. Staff has reviewed the application and supporting documents and find all in compliance with the city ordinance. This property had a firework stand on it last year operated by a different applicant.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. The site plan identifies several flags and banners to be located along the property line adjacent to Webster Street.. These banners will be checked for proper placement on the property and to assure no vision obstruction is caused with their placement. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of the CFRS permit FS-2016-0005 for Steve Sherwood to be located at the 21936 S. Webster Street.

**Attachments:** Application & documents



# Application for Consumer Fireworks Retail Sales

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

Application must be submitted by **May 20** to:  
Spring Hill Community Development Department  
City Hall, 401 N. Madison St.

PERMIT NUMBER FS-2016-0005

**APPLICANT:**

NAME Steve Sherwood CONTACT Steve Sherwood  
ADDRESS 12003 EAST 211<sup>TH</sup> ST. SUITE \_\_\_\_\_  
CITY PECCOLIAR MO STATE MO ZIP 64078  
PHONE (816) 719-9166 FAX ( ) \_\_\_\_\_  
E-MAIL PyroCrewFireworks@gmail.com

**CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)**

CFRS Location: 21936 S. Webster, Spring Hill KS

**PROPERTY OWNER:**

NAME LYNN BAKER L+T DEVELOPMENT CONTACT LYNN  
ADDRESS 21936 S WEBSTER SUITE \_\_\_\_\_  
CITY SPRING HILL STATE KS ZIP 66083  
PHONE (913) 486-2555 FAX ( ) \_\_\_\_\_  
E-MAIL lynnbaker@crowncorrealty.com

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
- Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
- A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
- A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article 1 of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE Steve Sherwood DATE 5-6-16

PROPERTY OWNER'S SIGNATURE Lynn Baker L+T DEVELOPMENT DATE 4/19/16

**OFFICE USE ONLY**

Community Development Director: \_\_\_\_\_ Date \_\_\_\_\_

Public Works Director \_\_\_\_\_ Date \_\_\_\_\_

Fire Department \_\_\_\_\_ Date \_\_\_\_\_

City Council Action: Approved Denied Date \_\_\_\_\_

Fee Received \$1,000.00 By Christee Campbell Date 5/9/16

---

Rev Code	Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS	PE	FS-2016-0005	STEVE SHERWOOD	1000.00	<u>344159</u>

---

---

Payment	Recieved	Cash Back	Type	Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK	500671721	rt			5/09/2016	2:49 PM	5/09/2016

---

Clerk Name ROMARIE TORRES  
Drawer CITY HALL 2  
Journal # 3247





Division of Taxation  
915 SW Harrison St  
Topeka KS 66612-1588



Phone: 785-368-8222  
FAX: 785-291-3614  
www.ksrevenue.org

Nick Jordan, Secretary of Revenue  
Steve Stotts, Director of Taxation

Department of Revenue

Sam Brownback, Governor

May 2, 2016

**PYROCREW FIREWORKS LLC**  
12003 E 211TH ST  
PECULIAR, MO 64078-9029

Attached is your Kansas Retailers' Sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or [www.webtax.org](http://www.webtax.org). See the next page for more details.

**KANSAS DEPARTMENT OF REVENUE**  
*Division of Taxation*

[www.ksrevenue.org](http://www.ksrevenue.org)

**RETAILERS' SALES TAX REGISTRATION CERTIFICATE**



PyroCrew Fireworks LLC  
21936 S Wester  
Spring Hill, KS 66083

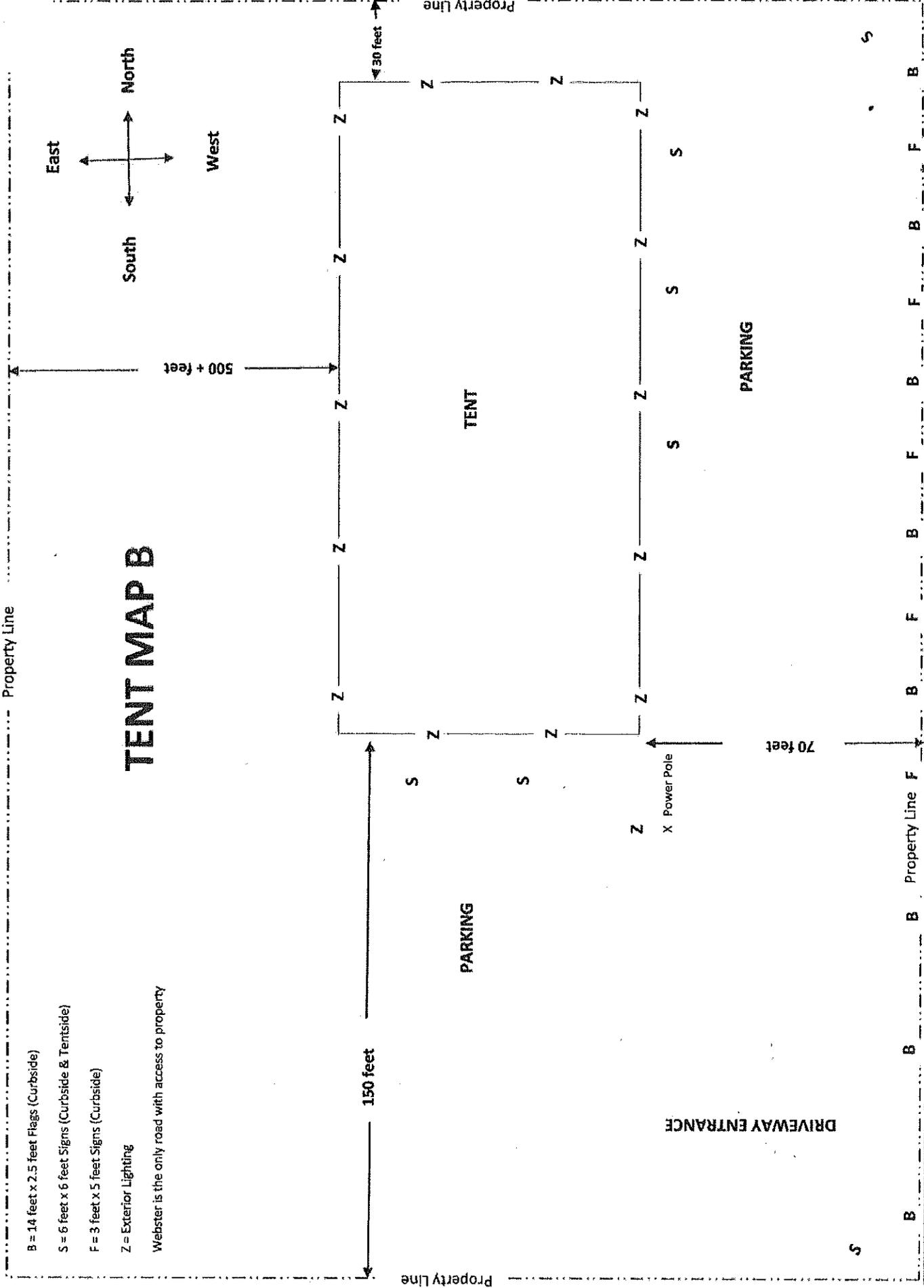
Tax Account Number: 004-XXXXX6960F-01

Inception Date: 06/27/2016

Filing Frequency: Quarterly

This Registration Certificate is valid until canceled and is not transferable.





B = 14 feet x 2.5 feet Flags (Curb-side)

S = 6 feet x 6 feet Signs (Curb-side & Tent-side)

F = 3 feet x 5 feet Signs (Curb-side)

Z = Exterior Lighting

Webster is the only road with access to property

# TENT MAP B

Property Line

Property Line

150 feet

500+ feet

30 feet

70 feet

DRIVEWAY ENTRANCE

PARKING

TENT

PARKING

S

B

B

B

Property Line

F

B

F

B

F

B

F

B

F

B

S

WEBSTER

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2016

DATE: MAY 18, 2016

---

**Consent Agenda:** Approval of Commercial Fireworks Retail Sales permit, FS-2016-0006 for Dale Shay at 20501 Lone Elm Road.

**Issue:** Dale Shay, Paola, KS has submitted an application for the sale of fireworks 20501 Lone Elm. Sales location would be on the east side of US169, north of Lone Elm Road.

**Background:** This is the fifth year for Mr. Shay to operate at this location. The site plan for 2016 is almost identical to 2015.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of fireworks permit FS-2016-0006 for Dale Shay, 20501 Lone Elm Rd.

**Attachments:** Application and supporting documents.



Application for Consumer Fireworks Retail Sales

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

RECEIVED

MAY 18 2016

CITY OF SPRING HILL, KS
TIME 11:30 INITIALS [Signature]

PERMIT NUMBER FS-2016-0006

Application must be submitted by May 20 to:
Spring Hill Community Development Department
City Hall, 401 N. Madison St.

APPLICANT:

NAME Dale Shay CONTACT Dale
ADDRESS 19627 W. 311th St. SUITE
CITY Paola STATE KS ZIP 66071
PHONE (913) 294-5596 FAX ( )
E-MAIL

CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)

CFRS Location: 20501 Lone Elm Rd.

PROPERTY OWNER:

NAME John + Terri Gochenour CONTACT John
ADDRESS 1007 Hilltop Dr. SUITE
CITY Paola STATE KS ZIP 66071
PHONE (913) 294-3446 FAX ( )
E-MAIL

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
• Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
• A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
• A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article 1 of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE Dale Shay DATE 5-8-16
PROPERTY OWNER'S SIGNATURE [Signature] DATE 5-8-16

OFFICE USE ONLY

Community Development Director: \_\_\_\_\_ Date \_\_\_\_\_
Public Works Director \_\_\_\_\_ Date \_\_\_\_\_
Fire Department \_\_\_\_\_ Date \_\_\_\_\_
City Council Action: Approved Denied Date \_\_\_\_\_
Fee Received \$1,000.00 By Christie Campbell Date 5/18/16

Rev Code Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS PE	FS-2016-0006	DALE SHAY	1000.00	345305

Payment	Recieved	Cash Back	Type Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK 139469/HP				5/18/2016	12:56 PM	5/18/2016

Clerk Name HEATHER POOLE  
Drawer CITY HALL 2  
Journal # 3377



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2016

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).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 216-658-7103 FAX (A/C No.): 216-658-7101 E-MAIL: info@brittongallagher.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:** 472231680      **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.

INBR	TYPE OF INSURANCE	AUTO. SUBR. INBR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Deductible GENL. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		SIGL00655-131	12/1/2015	12/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER P.L. EACH ACCIDENT \$ P.L. DISEASE - EA EMPLOYEE \$ P.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule if more space is required)  
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Additional Insured:  
 Stand Owner: Dale and Jo Shay  
 Property Owner: John and Terri Gochanour  
 Stand Manager: Brenda Schullie  
 Other: City of Spring Hill, KS  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Dale Shay 19627 W 311th Street Paola KS 65071	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 18166

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton-Gallagher and Associates, Inc.		NAMED INSURED Ingram Enterprises, Inc. dba Fireworks Over America 1100 West 40 Highway Odesa MO 64076	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Location: 20501 Lone Elm Road, Spring Hill, KS  
 Effective Dates: June 20, 2016 through July 10, 2016  
 The Certificate Holder as well as the above listed are Additional Insured respects to General Liability policy as required by written contract.

RETAILERS' SALES TAX REGISTRATION CERTIFICATE



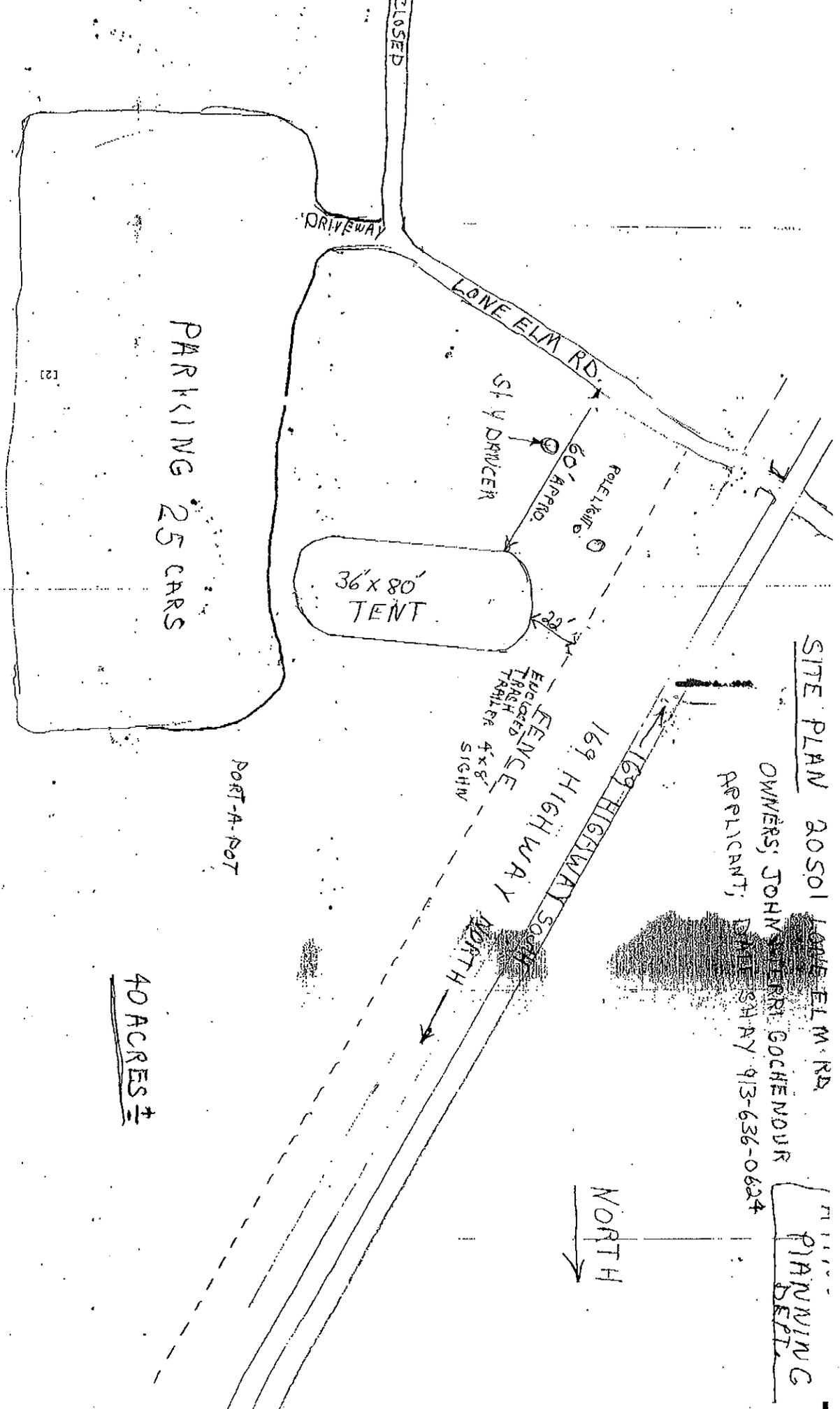
Dale Shay  
19627 W 311th St  
Paola, KS 66071-7495

Tax Account Number: 004-K13351241F-01

Inception Date: 06/29/1997

Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.



SITE PLAN 20501 LONE ELM RD.

OWNERS: JOHN STEPHEN COCHENDOR  
 APPLICANT: DANIEL SHANNY 913-636-0624

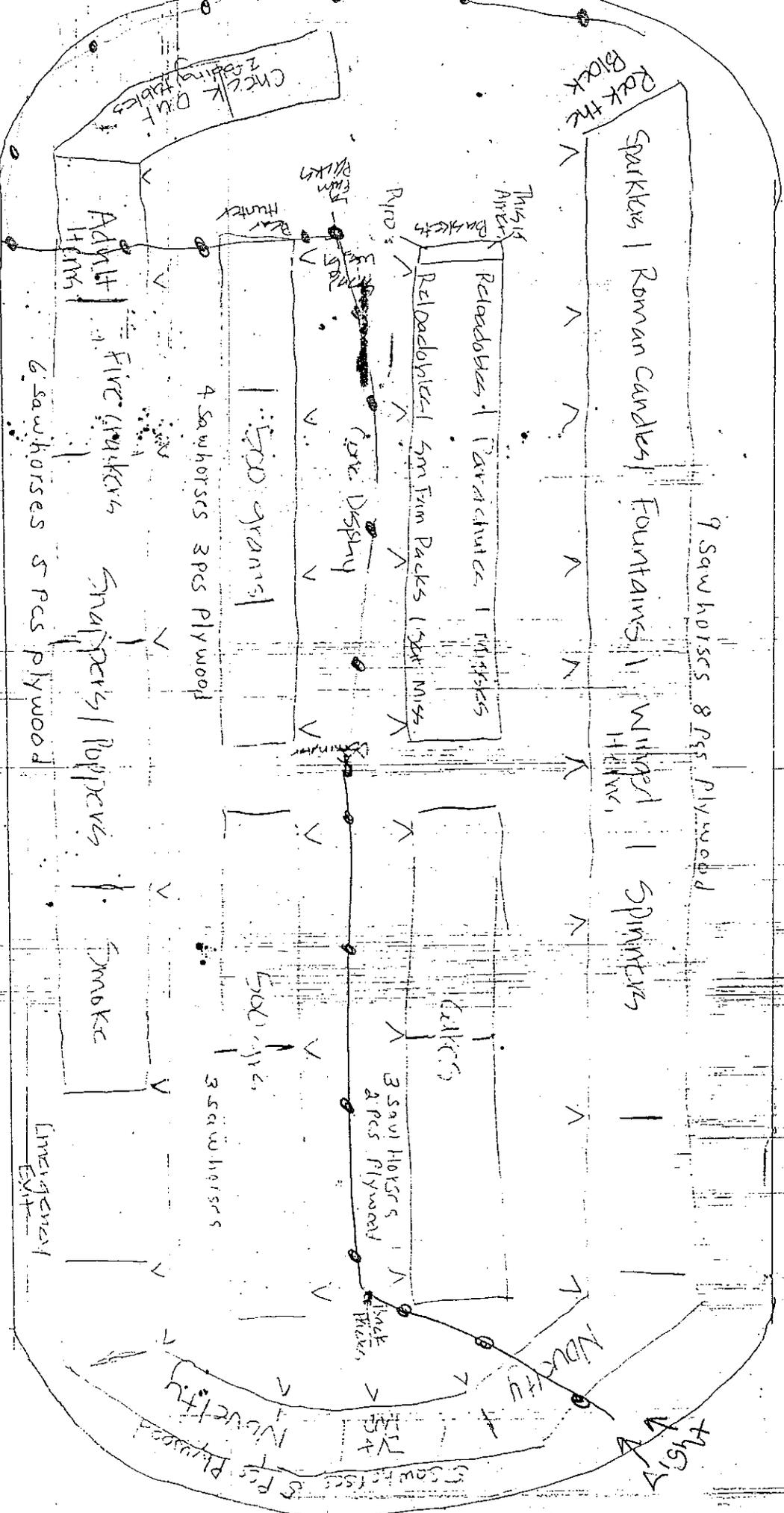
PLANNING DEPT.

40 ACRES ±

PORT-A-POT

NORTH

36' x 80'  
20501 LONE ELM RD.



20501 LONE ELM RD.  
36' x 80'

Robin

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2016

DATE: MAY 19, 2016

---

**Consent Action:** Approval of Commercial Fireworks Retail Sales permit FS-2016-0007, Fireworks Mania, LLC.

**Issue:** Fireworks Mania LLC and Mark Sternberg have submitted a second CFRS application for the sale of fireworks for the northeast corner of 191st St. & US169 Lot 12 of the Industrial Park.

**Background:** Mr. Sternberg has managed a fireworks stand on the southeast corner of this intersection for several years and he desires to operate another stand on the northeast corner of the intersection again this year.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. The site plan identifies several banners to be located along 191<sup>st</sup> Street and US169 Highway. These banners will be checked for proper placement on the property and to assure no vision obstruction is caused with their placement. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of the CFRS permit FS-2016-007 for Fireworks Mania, LLC to be located at the northeast corner of 191st St. & US169 Highway Lot 12 of the Industrial Park.

**Attachments:** Application and supporting documents



# Application for Consumer Fireworks Retail Sales

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

RECEIVED  
RECEIVED

MAY 18 2016

CITY OF SPRING HILL, KS  
TIME 4:30 INITIALS *ce*

PERMIT NUMBER FS-2016-0007

Application must be submitted by **May 20** to:  
Spring Hill Community Development Department  
City Hall, 401 N. Madison St.

### APPLICANT:

NAME Firework Mania, LLC CONTACT Mark Stenberg  
ADDRESS 12721 Woodward Street SUITE \_\_\_\_\_  
CITY Overland Park STATE KS ZIP 66213  
PHONE (913 ) 707-0081 FAX (\_\_\_\_\_) \_\_\_\_\_  
E-MAIL mstenberg@kopent.com

### CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)

CFRS Location: LOT 12 in the Industrial Park on the NE Corner of 169 Hwy and 191st Street, Spring Hill, KS

### PROPERTY OWNER:

NAME Hometown Development, LLC CONTACT Mark Stenberg  
ADDRESS 12721 Woodward Street SUITE \_\_\_\_\_  
CITY Overland Park STATE KS ZIP 66213  
PHONE (913 ) 707-0081 FAX (\_\_\_\_\_) \_\_\_\_\_  
E-MAIL mstenberg@kopent.com

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
- Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
- A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
- A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article 1 of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE *Mark Stenberg* DATE 5-16-16

PROPERTY OWNER'S SIGNATURE *Christie Campbell* DATE 5-16-16

OFFICE USE ONLY	
Community Development Director: _____	Date _____
Public Works Director _____	Date _____
Fire Department _____	Date _____
City Council Action: <i>Approved</i> _____ <i>Denied</i> _____	Date _____
Fee Received <u>\$1,000.00</u> By <u>Christie Campbell</u>	Date <u>5/18/16</u>

Receipt# 345328

Rev Code	Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS	PE	FS-2016-0007	MARK STENBERG	1000.00	345328

Payment	Recieved	Cash Back	Type Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK 32632305/RT				5/19/2016	8:51 AM	5/19/2016

Clerk Name ROMARIE TORRES  
Drawer CITY HALL 2  
Journal # 3385

Fireworks Sales

Lot 12 (NE corner of 169 Hwy + 191st St.)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2016

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).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100		FAX (A/C, No): 216-658-7101
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Winco Fireworks International LLC 5200 W. 94th Terrace Suite 114 Prairie Village KS 66207	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Everest Indemnity Insurance Co.		10851
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES** CERTIFICATE NUMBER: 2079604991 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			SI8GL00371-161	3/31/2016	3/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

\*\*For premise liability - this certificate reflects coverage for the dates and location noted below only.\*\*  
\*\*For product liability - this certificate reflects coverage for product purchased from the above referenced named insured only\*\*

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Dates of Premise Coverage: 06/27/16 through 07/05/16  
Stand Location: Lot 12 of Industrial Park in Northeast Corner of 169 Highway & 191st Street Spring Hill, KS  
See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

Firework Mania, LLC 12721 Woodward Overland Park KS 66213	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 
---	---

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED Winco Fireworks International LLC 5200 W. 94th Terrace Suite 114 Prairie Village KS 66207	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Stand Operator's Name: Firework Mania  
Landowner's Name: Hometown Development, LLC  
Additional Insured: City of Spring Hill; Hometown Development, LLC

**DEPARTMENT OF REVENUE**

**STATE OF KANSAS**

915 SW Harrison St.  
Topeka, KS 66625-2007  
Internet Address: [www.ksrevenue.org](http://www.ksrevenue.org)



PHONE: (785) 368-8222  
FAX: (785) 291-3614  
Hearing Impaired TTY: (785) 296-6461

06/09/2010 13:09:59

**FIREWORK MANIA, LLC  
12721 WOODWARD ST.  
OVERLAND PARK, KS 66213**

Attached is your Kansas retailers' sales tax registration certificate. This must be displayed in your place of business. If you need forms and publications they can be obtained from our web site at <http://www.ksrevenue.org/forms.htm> or by calling 785-296-4937.

If you are interested in filing returns or making payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm>.

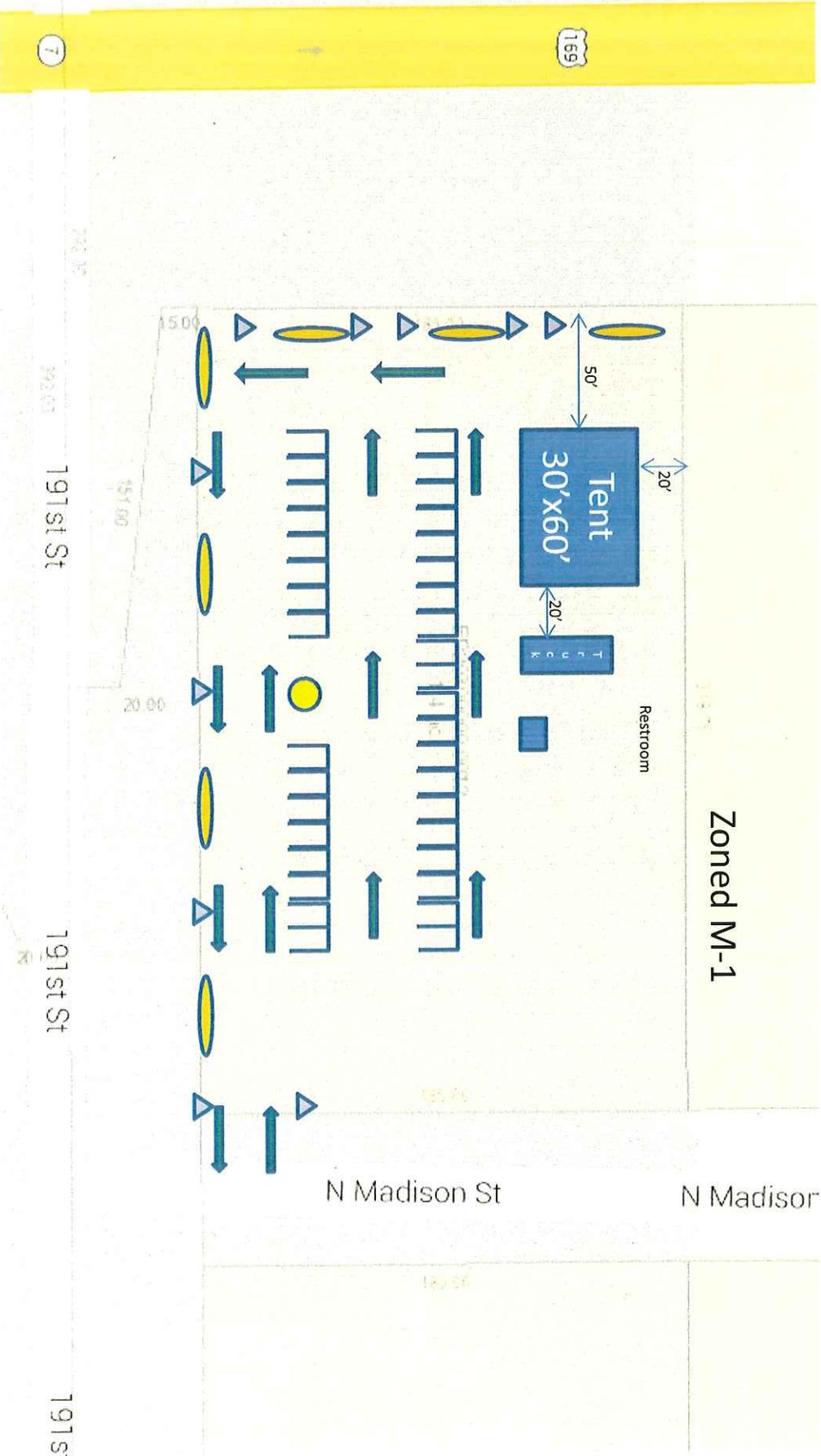
Please see page 2 of this letter for details on how to use and display your certificate.

<b>KANSAS DEPARTMENT OF REVENUE</b>		<a href="http://www.ksrevenue.org">www.ksrevenue.org</a>
<i>Division of Taxation</i>		
<b>RETAILERS' SALES TAX REGISTRATION CERTIFICATE</b>		
FIREWORK MANIA, LLC 12721 WOODWARD ST. OVERLAND PARK, KS 66213	Tax Account Number: 004-272810869F-01 Inception Date: 06/09/2010 Filing Frequency: Monthly	
This Registration Certificate is valid until canceled and is not transferable.		

# Firework Mania

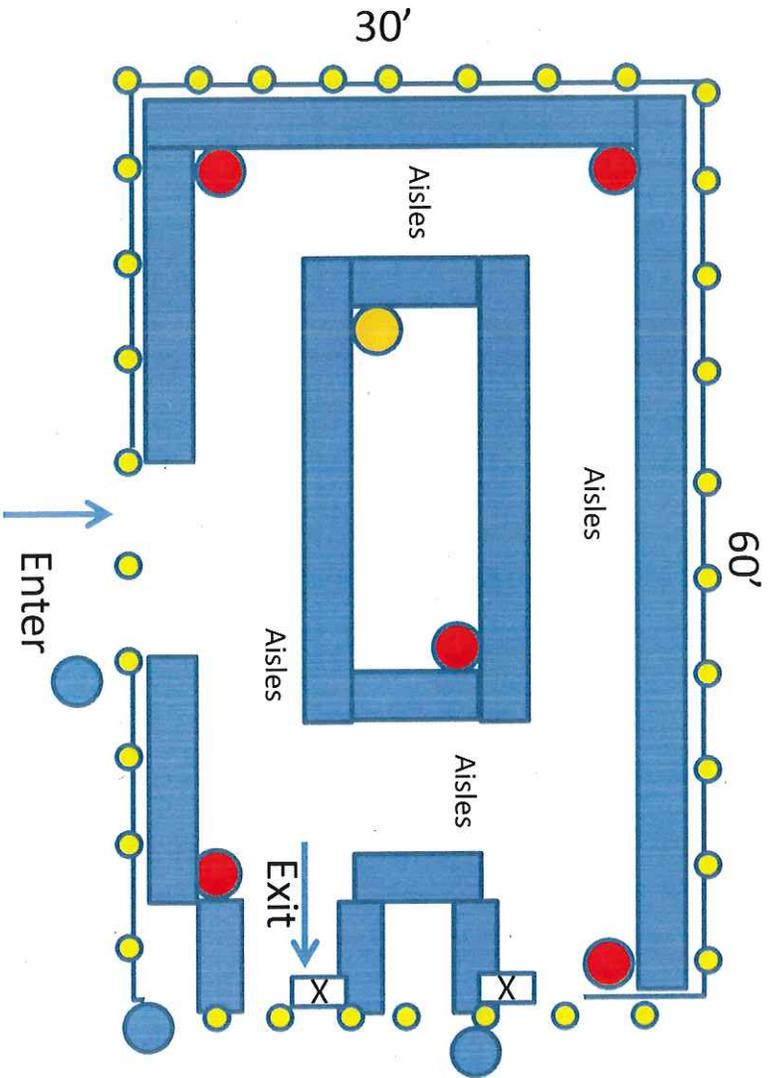
## Site Plan NE Corner of 191st St and 169 Hwy

Zoned M-1



-  Flag
-  Banner
-  Direction Flow
-  Exterior Lighting

# Firework Mania Floor Plan NE Corner of 191<sup>st</sup> St and 169 Hwy



● Lighting

■ Table Tops

□ X Exit Signs

● Dry Chemical

● Fire Extinguishers

● Trash Receptacles

● Water

● Fire Extinguishers

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: MAY 26, 2016

DATE: MAY 19, 2016

---

**Consent Action:** Approval of Commercial Fireworks Retail Sales permit FS-2016-0008, Fireworks Mania, LLC.

**Issue:** Fireworks Mania LLC and Mark Sternberg have submitted a CFRS application for the sale of fireworks on the southeast corner of 191st St. & US169.

**Background:** Mr. Sternberg desires to return to the same location as the previous years.

**Analysis:** All required documents have been received by the Community Development Department along with the required permit fee. Review of the application shows the site to be in compliance with the provisions of the amended ordinance authorizing the sale of fireworks.

**Alternatives:** Denial, approval or remand to staff

**Legal Review:** N/A

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Staff recommends approval of the CFRS permit FS-2016-008 for Fireworks Mania, LLC to be located at the southeast corner of 191st St. & US169 Highway.

**Attachments:** Application and supporting documents



# Application for Consumer Fireworks Retail Sales

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

# RECEIVED

## MAY 18 2016

CITY OF SPRING HILL, KS  
TIME 4:30 INITIALS ce

Application must be submitted by **May 20** to:  
Spring Hill Community Development Department  
City Hall, 401 N. Madison St.

PERMIT NUMBER FS-2016-0008

### APPLICANT:

NAME Firework Mania, LLC CONTACT Mark Stenberg  
ADDRESS 12721 Woodward Street SUITE \_\_\_\_\_  
CITY Overland Park STATE KS ZIP 66213  
PHONE (913 ) 707-0081 FAX ( \_\_\_\_\_ ) \_\_\_\_\_  
E-MAIL mstenberg@kopent.com

### CONSUMER FIREWORKS RETAIL SALE FACILITY (CFRS)

CFRS Location: Southeast corner of 169 Hwy and 191st Street (20651 W 191st St, Spring Hill, KS 66083)

### PROPERTY OWNER:

NAME 2008 Coulson Family Irrevocable Trust CONTACT Chris Coulson  
ADDRESS 3500 W. 75th Street SUITE 200  
CITY Prairie Village STATE KS ZIP 66208  
PHONE (816 ) 523-2323 FAX ( \_\_\_\_\_ ) \_\_\_\_\_  
E-MAIL chris.coulson@brushkc.com

The following documentation must be submitted with this application:

- Certified Check for \$1,000.00 for each CFRS Facility
- Proof of insurance reflecting a minimum of \$1,000,000 commercial and general liability coverage.
- A copy of "Retailers Sales Tax Registration Certificate" from the State of Kansas Department of Revenue.
- A detailed site plan for each facility. (See page 2 for details.)

I have read, understand and agree to comply with the regulations of the City of Spring Hill, KS relating to a Consumer Fireworks Retail Sales Facility (CFRS) as approved by the Governing Body in Chapter 6, Article I of the Spring Hill Municipal Code.

APPLICANT'S SIGNATURE [Signature] DATE 5-16-16  
PROPERTY OWNER'S SIGNATURE [Signature] DATE 5-15-16

OFFICE USE ONLY	
Community Development Director: _____	Date _____
Public Works Director _____	Date _____
Fire Department _____	Date _____
City Council Action: <u>Approved</u> <u>Denied</u> Date _____	
Fee Received <u>\$1,000.00</u> By <u>Christie Campbell</u> Date <u>5/18/16</u>	

Receipt # 345331

Rev Code	Mod	Account #	Name/Memo	Payment	Receipt #
PERMITS	PE	FS-2016-0008	MARK STENBERG	1000.00	345331

Payment	Recieved	Cash Back	Type	Number	Reference	CC Acct #	CC Approval	Date	Time	Update Date
1000.00	1000.00		CK	32632304	RT			5/19/2016	8:52 AM	5/19/2016

Clerk Name ROMARIE TORRES  
Drawer CITY HALL 2  
Journal # 3385

Fireworks Sales

SE corner of 169 Hwy + 191st St. (20651 W. 191st St.)



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED Winco Fireworks International LLC 5200 W. 94th Terrace Suite 114 Prairie Village KS 66207	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Stand Operator's Name: Firework Mania  
Landowner's Name: 2008 Coulson Family Trust  
Additional Insured: City of Spring Hill; 2008 Coulson Family Trust

**DEPARTMENT OF REVENUE**

**STATE OF KANSAS**

915 SW Harrison St.  
Topeka, KS 66625-2007  
Internet Address: [www.ksrevenue.org](http://www.ksrevenue.org)



PHONE: (785) 368-8222  
FAX: (785) 291-3614  
Hearing Impaired TTY: (785) 296-6461

06/09/2010 13:09:59

**FIREWORK MANIA, LLC  
12721 WOODWARD ST.  
OVERLAND PARK, KS 66213**

Attached is your Kansas retailers' sales tax registration certificate. This must be displayed in your place of business. If you need forms and publications they can be obtained from our web site at <http://www.ksrevenue.org/forms.htm> or by calling 785-296-4937.

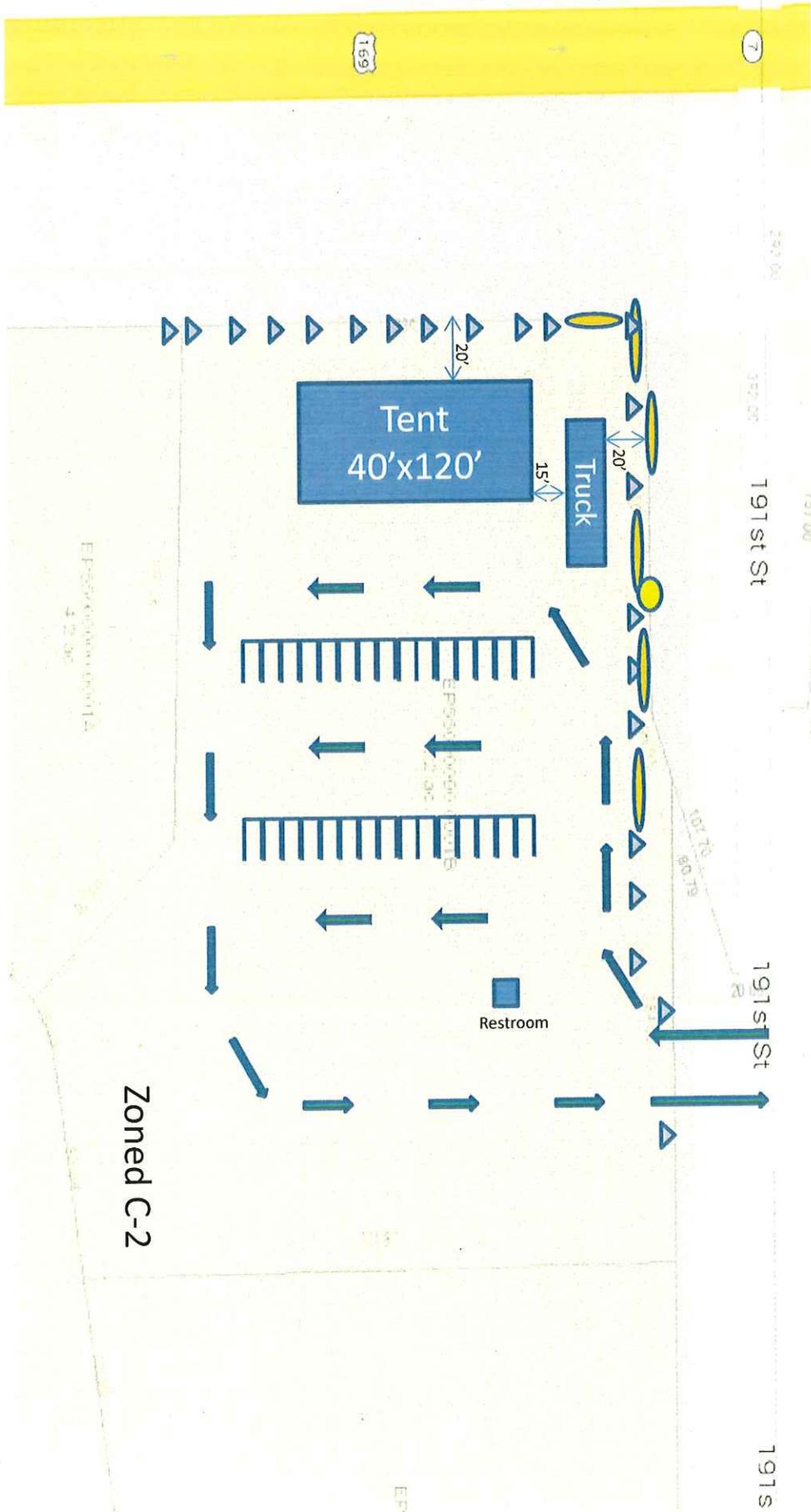
If you are interested in filing returns or making payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm>.

Please see page 2 of this letter for details on how to use and display your certificate.

<b>KANSAS DEPARTMENT OF REVENUE</b> <i>Division of Taxation</i>	<a href="http://www.ksrevenue.org">www.ksrevenue.org</a>
<b>RETAILERS' SALES TAX REGISTRATION CERTIFICATE</b>	
<b>FIREWORK MANIA, LLC 12721 WOODWARD ST. OVERLAND PARK, KS 66213</b>	Tax Account Number: 004-272810869F-01 Inception Date: 06/09/2010 Filing Frequency: Monthly
This Registration Certificate is valid until canceled and is not transferable.	

# Firework Mania

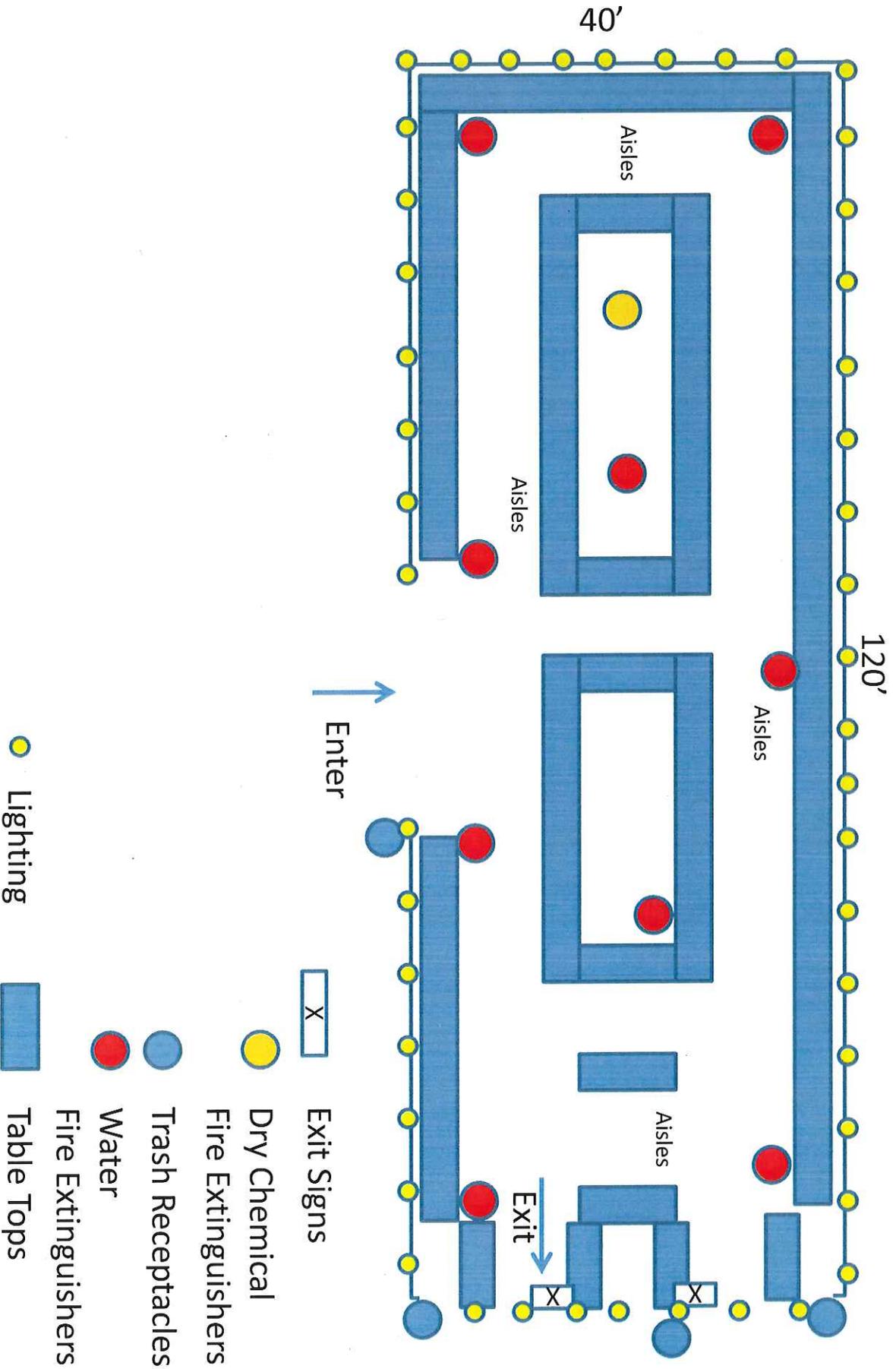
## Site Plan SE Corner of 191st St and 169 Hwy



- ▲ Flag
- ◻ Banner
- Direction Flow
- Exterior Lighting

# Firework Mania

## Floor Plan SE Corner of 191<sup>st</sup> St and 169 Hwy



● Lighting



Table Tops



Exit Signs



Dry Chemical  
Fire Extinguishers



Trash Receptacles



Water

Fire Extinguishers

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT  
MEETING DATE: MAY 26, 2016  
DATE: MAY 17, 2016

---

**Formal Action Item:** Vacate a portion of utility easement.

**Issue:** Proposed vacation of 10'-0" from an existing 20'-0" easement.

**Background:** The developer of Prairie Ridge Subdivision (Ridge Development, LLC.) has requested the City to vacate 10'0" from an existing 20'-0" utility easement in order to accommodate a larger house to be constructed on Lot 1, Block 6 Prairie Ridge SD.

**Analysis:** The City requires developments to provide a 20'-0" utility easement around the outer perimeters of the Final Plat. These easement provided access for the installation of utilities without the participation of the adjoining unplatted properties. In this case lot 1, block 6, Prairies Ridge SD, the utilities are installed with-in the outer 10'0' of the 20'0' easement. The sewer, water, electric and phone are already installed and have no plans, at this time, to utilize this proposed 10'0" vacancy. The City Staff has reviewed the proposed vacancy along with all City Departments, City Engineer and had utilities marked for verification of their locations.

**Alternatives:** Approval / Denial / Return for further study.

**Legal Review:** Attorney Jenkins has reviewed the information and prepared the required Ordinance.

**Funding Review or Budgetary Impact:** Not applicable

**Recommendation:** Approve the request from Ridge Development, LLC to vacate the western 10 feet of the 20 foot utility easement along the east property line of Lot 1, Block 6 Prairie Ridge Subdivision.

**Attachments:** Request from Ridge Development, LLC.  
Engineer drawing and legal description of vacation.

April 25, 2016

Patrick Burton  
Community Development  
City of Spring Hill  
P.O. Box 424  
Spring Hill, KS 66083

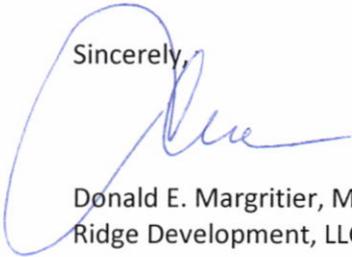
Re: Utility Easement Vacation; Lot 1, Block 6, Prairie Ridge Subdivision  
17121 197 the Place, Spring Hill, Kansas

Patrick,

I request the City of Spring Hill vacate the western 10-feet of the 20-foot utility easement along the east boundary of Lot 1, Block 6, Prairie Ridge Subdivision. The reason for this vacation request is that a prospective buyer wishes to build a home that is wider than possible with the dedicated easements on both sides of the lot. One-Call was contacted to locate all utilities in the area to verify that there are no existing utilities located in the portion of the easement to be vacated.

Please contact me at (816) 935-0407 if you have any questions about this request.

Sincerely,



Donald E. Margritier, Managing Partner  
Ridge Development, LLC



**LEGAL DESCRIPTION**  
 A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 15 S, RANGE 10 E, SPRING HILL, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE SOUTH LINE, 1346.98 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SOUTH 1/4 CORNER OF SAID SECTION 6, 1346.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'30" WEST, 1346.98 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 02°27'34" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, 0277.24 FEET; THENCE NORTH 89°52'30" WEST, 1346.98 FEET; THENCE SOUTH 89°52'30" WEST, 1346.98 FEET; THENCE SOUTH 02°27'34" WEST, 0277.24 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF SAID QUARTER SECTION; THENCE SOUTH 02°27'34" WEST, ALONG SAID EAST LINE, 673.62 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 3.00 ACRES OF LAND.

THE UNDERSIGNED PROPRIETOR TO THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THIS INSTRUMENT TO BE RECORDED IN THE PUBLIC RECORDS OF THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, AND THIS SURVEY CONFORMS TO THE REQUIREMENTS OF THE KANSAS SUBDIVISION ACT, CHAPTER 12, SECTIONS 12-101 THROUGH 12-110.

IN WITNESS WHEREOF, I HAVE HERETOBY SET MY HAND AND AFFIXED BY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

**ACKNOWLEDGMENT**  
 DON MARGRETT, MANAGING PARTNER  
 PROBE DEVELOPMENT, LLC  
 STATE OF KANSAS  
 COUNTY OF JOHNSON  
 BE IT REMEMBERED THAT ON THIS 4th DAY OF MAY, 2007, at the County Clerk's Office in the County of Johnson, State of Kansas, the foregoing instrument was acknowledged before me by the undersigned as the authorized signatory of the above-named entity, and the execution of the same by the said signatory is a part of the regular business of the said entity.

**CERTIFICATION**  
 I, COUNTY CLERK, DO HEREBY CERTIFY THAT THE PLATED AREA SHOWN HEREON IS THE EXACT AREA AS SHOWN ON THE ORIGINAL INSTRUMENT AND THAT THIS SURVEY CONFORMS TO THE REQUIREMENTS OF THE KANSAS SUBDIVISION ACT, CHAPTER 12, SECTIONS 12-101 THROUGH 12-110.

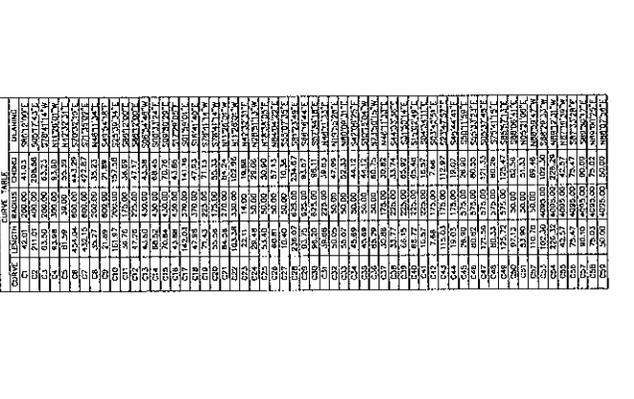
NOTARY PUBLIC  
 AT COMMISSION EXPIRES 2/28/10

PLAT PREPARED MAY, 2007  
 1210 8th Street, Suite 100  
 Spring Hill, MO 64082  
 (816) 843-7330

NOTES:  
 -SPONSOR OF COORDINATE TRANSFORMATIONS: "NAD83-ADJUSTED STATE PLANE COORDINATES, KANSAS STATE ZONE"  
 -UNLESS OTHERWISE NOTED, BOUNDARY POINTS AND DISTANCES SHOWN HEREON WERE OBTAINED BY MEASUREMENTS MADE BY THE SURVEYOR OR HIS ASSISTANTS.  
 -ALL INTERIOR CORNERS TO BE SET WITHIN 12 MONTHS OF PLAT RECORDING.  
 -ALL EXTERIOR CORNERS TO BE SET WITHIN 12 MONTHS OF PLAT RECORDING.

LOT	AREA (SQ. FT.)	AREA (AC.)	PERCENT
1	10,000.00	0.229561	2.29561
2	10,000.00	0.229561	2.29561
3	10,000.00	0.229561	2.29561
4	10,000.00	0.229561	2.29561
5	10,000.00	0.229561	2.29561
6	10,000.00	0.229561	2.29561
7	10,000.00	0.229561	2.29561
8	10,000.00	0.229561	2.29561
9	10,000.00	0.229561	2.29561
10	10,000.00	0.229561	2.29561
11	10,000.00	0.229561	2.29561
12	10,000.00	0.229561	2.29561
13	10,000.00	0.229561	2.29561
14	10,000.00	0.229561	2.29561
15	10,000.00	0.229561	2.29561
16	10,000.00	0.229561	2.29561
17	10,000.00	0.229561	2.29561
18	10,000.00	0.229561	2.29561
19	10,000.00	0.229561	2.29561
20	10,000.00	0.229561	2.29561
21	10,000.00	0.229561	2.29561
22	10,000.00	0.229561	2.29561
23	10,000.00	0.229561	2.29561
24	10,000.00	0.229561	2.29561
25	10,000.00	0.229561	2.29561
26	10,000.00	0.229561	2.29561
27	10,000.00	0.229561	2.29561
28	10,000.00	0.229561	2.29561
29	10,000.00	0.229561	2.29561
30	10,000.00	0.229561	2.29561
31	10,000.00	0.229561	2.29561
32	10,000.00	0.229561	2.29561
33	10,000.00	0.229561	2.29561
34	10,000.00	0.229561	2.29561
35	10,000.00	0.229561	2.29561
36	10,000.00	0.229561	2.29561
37	10,000.00	0.229561	2.29561
38	10,000.00	0.229561	2.29561
39	10,000.00	0.229561	2.29561
40	10,000.00	0.229561	2.29561
41	10,000.00	0.229561	2.29561
42	10,000.00	0.229561	2.29561
43	10,000.00	0.229561	2.29561
44	10,000.00	0.229561	2.29561
45	10,000.00	0.229561	2.29561
46	10,000.00	0.229561	2.29561
47	10,000.00	0.229561	2.29561
48	10,000.00	0.229561	2.29561
49	10,000.00	0.229561	2.29561
50	10,000.00	0.229561	2.29561
51	10,000.00	0.229561	2.29561
52	10,000.00	0.229561	2.29561
53	10,000.00	0.229561	2.29561
54	10,000.00	0.229561	2.29561
55	10,000.00	0.229561	2.29561
56	10,000.00	0.229561	2.29561
57	10,000.00	0.229561	2.29561
58	10,000.00	0.229561	2.29561
59	10,000.00	0.229561	2.29561
60	10,000.00	0.229561	2.29561
61	10,000.00	0.229561	2.29561
62	10,000.00	0.229561	2.29561
63	10,000.00	0.229561	2.29561
64	10,000.00	0.229561	2.29561
65	10,000.00	0.229561	2.29561
66	10,000.00	0.229561	2.29561
67	10,000.00	0.229561	2.29561
68	10,000.00	0.229561	2.29561
69	10,000.00	0.229561	2.29561
70	10,000.00	0.229561	2.29561
71	10,000.00	0.229561	2.29561
72	10,000.00	0.229561	2.29561
73	10,000.00	0.229561	2.29561
74	10,000.00	0.229561	2.29561
75	10,000.00	0.229561	2.29561
76	10,000.00	0.229561	2.29561
77	10,000.00	0.229561	2.29561
78	10,000.00	0.229561	2.29561
79	10,000.00	0.229561	2.29561
80	10,000.00	0.229561	2.29561
81	10,000.00	0.229561	2.29561
82	10,000.00	0.229561	2.29561
83	10,000.00	0.229561	2.29561
84	10,000.00	0.229561	2.29561
85	10,000.00	0.229561	2.29561
86	10,000.00	0.229561	2.29561
87	10,000.00	0.229561	2.29561
88	10,000.00	0.229561	2.29561
89	10,000.00	0.229561	2.29561
90	10,000.00	0.229561	2.29561
91	10,000.00	0.229561	2.29561
92	10,000.00	0.229561	2.29561
93	10,000.00	0.229561	2.29561
94	10,000.00	0.229561	2.29561
95	10,000.00	0.229561	2.29561
96	10,000.00	0.229561	2.29561
97	10,000.00	0.229561	2.29561
98	10,000.00	0.229561	2.29561
99	10,000.00	0.229561	2.29561
100	10,000.00	0.229561	2.29561

SPRING HILL  
 USD 2349  
 (UNPLATTED)  
 LOT J



**MONUMENTATION**  
 1/2" x 24" BAR W/2" SET IN CONCRETE  
 1/2" x 24" BAR W/2" SET IN CONCRETE  
 1/2" x 24" BAR W/2" SET IN CONCRETE  
 1/2" x 24" BAR W/2" SET IN CONCRETE

**NOTE:** 1/2" x 24" BAR W/2" SET IN CONCRETE TO BE SET WITHIN 12 MONTHS OF RECORDING OF THIS PLAT.

SCALE: 1" = 100'

**Location Map**

SE 1/4, SEC. 6, T15S, R24E  
 JOHNSON COUNTY, KANSAS

**PRAIRIE RIDGE AT SPRING HILL**  
 A SUBDIVISION IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS  
 SE 1/4, SEC. 6-T15S-R24E  
 DATE OF PREPARATION: MAY 4, 2007

REVIEWED  
 [Signature]  
 [Stamp]

SEAL  
 [Signature]  
 [Stamp]

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, THIS 4th DAY OF MAY, 2007.

[Signature]  
 CITY CLERK

APPROVED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, THIS 4th DAY OF MAY, 2007.

[Signature]  
 CITY CLERK

**ORDINANCE NO. 2016-06**

**AN ORDINANCE RELEASING A UTILITY EASEMENTS LOCATED ON THE WEST 10 FEET OF THE EAST 20 FEET OF LOT 1, BLOCK 6, PRAIRIE RIDGE SUB-DIVISION AT SPRING HILL, CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS.**

**WHEREAS**, the owners of Lot 1, Block 6, Prairie Ridge at Spring Hill, Phase Spring Hill, has requested the release of a utility easement granted to the City of Spring Hill, Kansas; and

**WHEREAS**, the Governing Body finds and determines that no private rights will be injured or endangered by such release and that the public will suffer no loss of inconvenience by such release.

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

**SECTION ONE:** The utility easement described on Lot 1, Block 6, Prairie Ridge Sub-Division, Spring Hill, KS. Johnson County, recorded with the Recorders & Tax Administration of Johnson County, Kansas. The plat over and upon the real property described in Exhibit A (attached hereto and incorporated herein by reference) is hereby terminated and released by the City of Spring Hill, Kansas. Attached hereto as Exhibit B is a drawing/display depicting the location of the easement.

**SECTION TWO:** The City Clerk is directed to file a copy of this ordinance with the Johnson County Records & Tax Administration of Johnson County, Kansas.

**SECTION THREE:** This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

**PASSED** by the Governing Body this 26<sup>th</sup> day of May, 2016.

**APPROVED** by the Mayor this 26<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Steven M. Ellis, Mayor

ATTEST:

\_\_\_\_\_  
Natalie Lazenby, Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

---

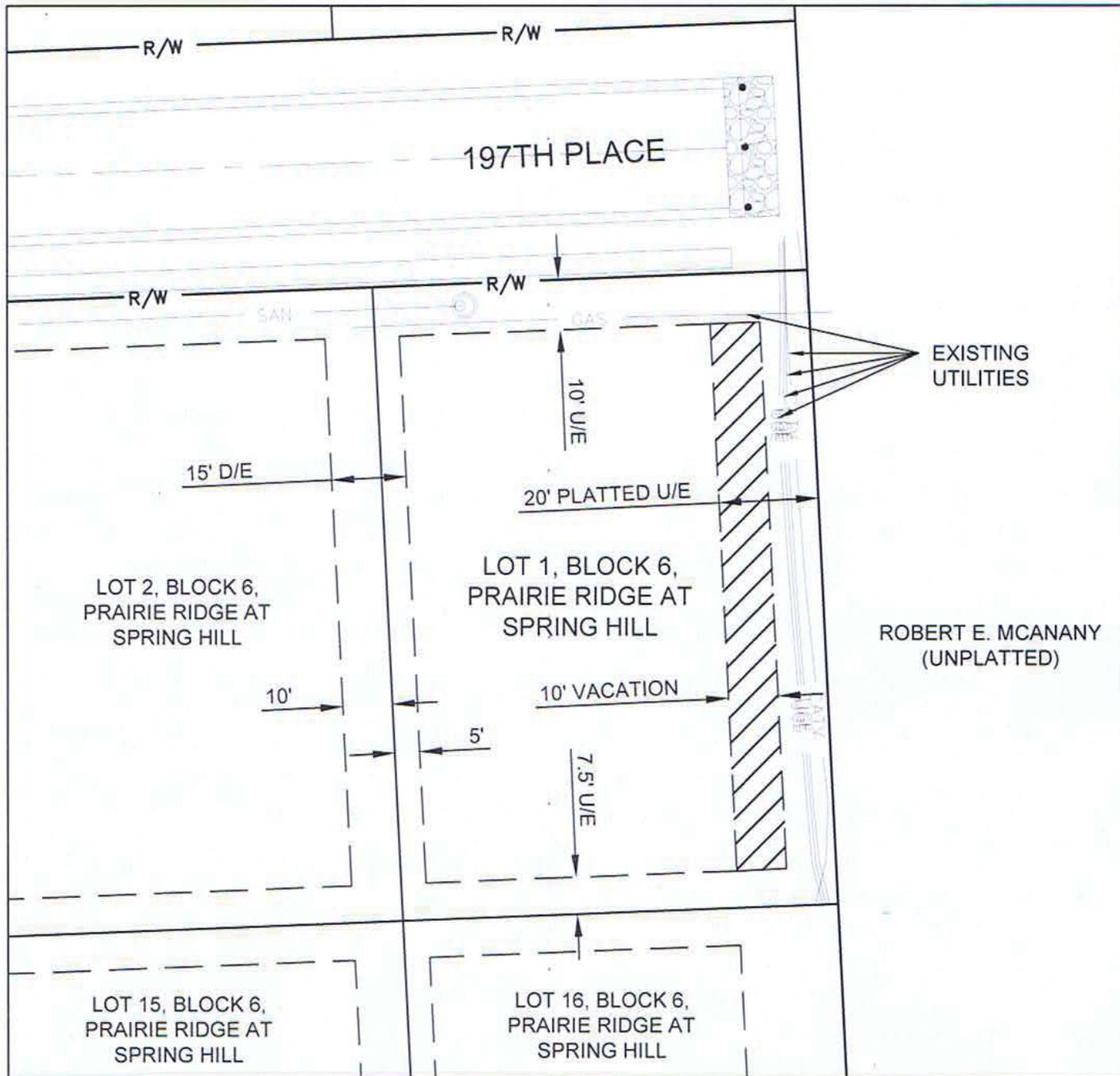
Frank H. Jenkins, Jr., City Attorney

## **Exhibit A**

LEGAL DESCRIPTION OF VACATION:

A PORTION OF LOT 1, BLOCK 6, PRAIRIE RIDGE AT SPRING HILL, A SUBDIVISION IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

THE WESTERN 10 FEET OF THE 20 FOOT UTILITY EASEMENT ALONG THE EAST PROPERTY LINE OF SAID LOT, LESS THE 10 FOOT UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE AND THE 7.5 FOOT UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE. CONTAINS 1,100 SQUARE FEET, MORE OR LESS.

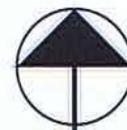


PRAIRIE RIDGE AT SPRING HILL  
 LOT 1, BLOCK 6 UTILITY EASEMENT VACATION  
 APRIL 14, 2016

LEGAL DESCRIPTION OF VACATION:

A PORTION OF LOT 1, BLOCK 6, PRAIRIE RIDGE AT SPRING HILL, A SUBDIVISION IN THE CITY OF SPRING HILL, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

THE WESTERN 10 FEET OF THE 20 FOOT UTILITY EASEMENT ALONG THE EAST PROPERTY LINE OF SAID LOT, LESS THE 10 FOOT UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE AND THE 7.5 FOOT UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE. CONTAINS 1,100 SQUARE FEET, MORE OR LESS.



NORTH  
 SCALE: 1" = 30'



## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: JONATHAN ROBERTS, CITY ADMINISTRATOR  
MEETING DATE: MAY 26, 2016  
DATE: APRIL 20, 2016

---

**Formal Action:**

A Resolution providing for the range of salaries of various City officers and employees of the City of Spring Hill, Kansas pursuant to Section 1-401 of the Spring Hill Municipal Code

**Issue:**

Addition of Project Coordinator position.

**Background:**

The proposed changes to the City of Spring Hill organizational chart require the update of this resolution.

**Analysis:**

The proposed changes to the City of Spring Hill organizational chart will provide for increased efficiencies related to projects taking place throughout the city.

**Alternatives:**

N/A

**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).

**Recommendation:**

City Council approval of the Resolution 2016-R-13 as presented.

**Attachments:**

Resolution 2016-R-13 Salary Range for Officers and Employees

**RESOLUTION NO. 2016-R-13**

**A RESOLUTION PROVIDING FOR THE RANGE OF SALARIES OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF SPRING HILL, KANSAS PURSUANT TO SECTION 1-401 OF THE SPRING HILL MUNICIPAL CODE.**

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

**SECTION ONE:** Pursuant to Section 1-102A and 1-401 of the Spring Hill Municipal Code, the Governing Body hereby establishes the following range of salaries for the officers and employees of the City:

**GOVERNING BODY:**

Mayor .....\$ 0.00 per year  
 Council members..... \$3000.00 per year

<b>Title</b>	<b>Range</b>	<b>Range Minimum</b>	<b>Range Maximum</b>
Seasonal/Temporary	7	\$7.25	\$15.40
Seasonal Laborer	8	\$13.00	\$17.55
Receptionist	8	\$13.00	\$17.55
Custodian	8	\$13.00	\$17.55
Aquatic Center Manager *	9	\$15.00	\$20.25
Maintenance Worker I	9	\$15.00	\$20.25
Maintenance Worker II	10	\$16.05	\$21.67
Police Records Clerk	10	\$16.05	\$21.67
Animal Control Officer	10	\$16.05	\$21.67
Administrative Assistant	11	\$17.25	\$23.29
Municipal Court Clerk	11	\$17.25	\$23.29
Accounting Clerk	11	\$17.25	\$23.29
Building Inspector I	12	\$18.50	\$24.98
Executive Assistant	12	\$18.50	\$24.98
Police Officer I	12	\$18.50	\$24.98
Code Enforcement Officer	13	\$19.80	\$26.73
Facility Maintenance	13	\$19.80	\$26.73
Building Inspector II	13	\$19.80	\$26.73
Public Affairs Specialist	13	\$19.80	\$26.73
Utility Foreman	14	\$21.20	\$28.62
Project Coordinator	14	\$21.20	\$28.62
Investigator	14	\$21.20	\$28.62
Police Officer II	15	\$22.60	\$30.51
Accountant	16	\$23.30	\$31.46
Human Resource Specialist *	16	\$23.30	\$31.46
Police Officer III	16	\$23.30	\$31.46

Building Inspector III	17	\$24.50	\$33.08
Police Corporal	17	\$24.50	\$33.08
Police Sergeant	18	\$26.30	\$35.51
Building Official	18	\$26.30	\$35.51
Senior Accountant *	18	\$26.30	\$35.51
City Clerk *	19	\$28.15	\$38.00
Street Superintendent	19	\$28.15	\$38.00
Utility Superintendent	19	\$28.15	\$38.00
Park Superintendent	19	\$28.15	\$38.00
Assistant Public Works Director	20	\$30.10	\$40.64
Assistant Police Chief *	20	\$30.10	\$40.64
Director of Public Works *	21	\$38.35	\$51.77
Director of Community Development *	21	\$38.35	\$51.77
Police Chief *	21	\$38.35	\$51.77
Administrative Services/Finance Director *	21	\$38.35	\$51.77
City Administrator *	22	\$47.15	\$63.65

\* Indicates a position that is considered Exempt.

**OTHER OFFICERS AND EMPLOYEES**

Municipal Judge.....\$1200 per month  
City Prosecutor.....\$1200 per month  
Court Appointed Attorney.....\$ 50 per hour

**SECTION TWO:** This Resolution shall be effective the 28<sup>th</sup> day of April, 2016 for the pay range beginning March 26, 2016.

**SECTION THREE:** Resolution No. 2015-R-20 and all other resolutions in conflict herewith are hereby rescinded.

**ADOPTED AND APPROVED BY THE GOVERNING BODY THIS 28<sup>th</sup> DAY OF April 2016.**

**ATTEST:**

\_\_\_\_\_  
**Natalie Lazenby, Deputy City Clerk**

\_\_\_\_\_  
**Steven M. Ellis, Mayor**

## AGENDA ITEM REVIEW SHEET

---

TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: MAY 26, 2016  
DATE: MAY 19, 2016

---

### **Formal Action Item**

**Issue:** Consulting agreement with Manahan Consulting, LLC

**Background:** The search is underway for a new public sector enterprise resource planning (ERP) software program. An ERP program generally includes both accounting and resource tracking functions such as general ledger, payroll, payable, permits, utility billing, court could potentially include additional functionality for work order tracking, employee self-service, fixed asset tracking, purchasing and inventory tracking. Purchase of a new software system was approved as part of the 2016 budget.

**Analysis:** City staff is seeking assistance with drafting a Request for Proposal (RFP) that adequately communicates our needs to the potential software vendors in this market. An RFP of this type includes many specific technical details for each module needed and can become very involved and detailed. Manahan Consulting specializes in this ERP process beginning with RFP development, review and selection of appropriate systems and implementation of new systems.

The proposed agreement retains Manahan Consulting on a time and materials basis. While billed hourly, the estimate for the RFP development phase is \$7,000 plus travel expenses. Once the RFP has been successfully distributed, staff will evaluate before entering into additional phases of the project.

**Legal Review:** City Attorney, Frank Jenkins, has reviewed and approved the agreement documents and insurance requirements have been approved.

**Funding Review or Budgetary Impact:** The cost of this agreement will be split between the general fund, water fund and wastewater fund as the result of the services impact all functions of City service.

### **Alternatives:**

1. Approve the agreement with Manahan Consulting.
2. Deny the agreement with Manahan Consulting.
3. Table the issue and direct staff to further research.

**Recommendation:** Staff recommends that the Council approve the consulting agreement with Manahan Consulting.

**Attachments:** Professional services agreement with Manahan Consulting, LLC



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016, (the “Effective Date”) between the City of Spring Hill, Kansas (the “City”) and Manahan Consulting, LLC, a Kansas limited liability company (“Consultant”). City and Consultant, intending to be legally bound, hereby agree as follows:

### 1. Project Name and Client Project Lead

Enterprise Resource Planning System; Melanie Landis, Finance Director

### 2. Term and Termination

(a) Term. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and terminate as of the two-year anniversary of the Effective Date (the “Term”). The parties may only extend this Agreement by mutual written agreement.

(b) Termination for Cause. If either party materially breaches any material obligation in this Agreement or Statement of Work, and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Statements of Work hereunder).

(c) Termination for Convenience. Each party may terminate this Agreement for any reason, or no reason at all, upon seven (7) days’ prior written notice. In the event of such termination, City shall pay Consultant for the reasonable value of the services rendered by the Consultant to City up to the date and time that the prior written notice of such termination is delivered.

### 3. Services

- a) Consultant shall provide all Services to the City in accordance with provisions of this Agreement, the attached proposal, dated April 27, 2016 (**Exhibit 1**, the “Proposal”), and any Statements of Work entered into by the parties during the term of this Agreement. Compensation shall be in accordance with the terms herein.
- b) For each phase of work as described in the Proposal, the parties will enter into a Statement of Work.
- c) The Statement of Work for Phase 1 (“RFP Development”) is attached as **Exhibit 2** and is a part of this Agreement. For subsequent phases of the phases of the Project as outlined in the Proposal, the parties will enter into additional Statements of Work.
- d) City Assistance. City will provide Consultant with such reasonable Information and assistance as Consultant may reasonably request for the purpose of rendering the Services, such as: (1) access, on an as-needed basis, to City personnel, and (2) reasonable use of office space and equipment, such as desks, chairs, telephone, copying and other equipment and



services reasonably appropriate to accommodate Consultant providing Services at City's location.

#### **4. Contractor Deliverables**

Phase 1 ("RFP Development"): the completed RFP for approval and distribution to potential vendors.

Phase 2 ("Vendor Selection Assistance"): agreement with selected vendor for governing body approval.

Phase 3 ("Implementation Oversight"): new system implementation completed.

#### **5. Service Delivery Site**

Service delivery will be onsite at the client location in Spring Hill, Kansas; and offsite at Company's office in Kansas City, Kansas.

#### **6. Hourly Rate; Hours / Financial Budget Constraints**

- a) The hourly rate for work done by the Consultant in accordance with this Agreement is \$150/hour, not including travel time between Consultant's office and Spring Hill; plus out of pocket expenses, including mileage at the current IRS-approved rate. This Agreement and any Statements of Work entered into by the parties will utilize a time-and-materials basis. Consultant will not work more than the estimated hours for any phases in Statements of Work for this project without written or email authorization from the Project Lead.
- b) Within ten (10) days following the end of each month of the Term, Consultant will invoice City for Services performed during such month. City will pay each properly substantiated Consultant invoice by no later than thirty (30) days following the receipt of such invoice. City will not reimburse Consultant for any travel and living expenses that Consultant incurs in providing City with the Services, unless otherwise any such travel and living expenses are: (i) expressly provided for in a Statement of Work executed by the parties and (ii) pre-approved in writing by City in each instance, with reimbursement to be on an as-incurred basis and subject to City's then current expense reimbursement policy and procedures. Time spent in travel is not reimbursable unless work is being performed directly on City work products while traveling.
- c) Records and Books of Account. Consultant shall keep accurate records and books of accounts showing all charges, disbursements or expenses made or incurred by Consultant in the performance of the Services. City shall have the right to audit at any time during the term of this Agreement and for three years (3) years after payment of its final invoice, the books and records evidencing the direct costs, expenses and disbursements made or incurred in connection with the services to be performed under this Agreement.

#### **7. Confidentiality.**

- a) Obligations Related to Confidential Information. Except as otherwise expressly permitted under this Agreement, the Consultant will not disclose to any third party, or make any use of City's Confidential Information. The Consultant will use at least the same standard of care

to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information; provided in no event shall such standard be less than reasonable care. The Consultant will use the City's Confidential Information solely in connection with its use or performance of the Services. The Consultant will restrict disclosure of Confidential Information within its own organization to those employees, consultants and agents who have a need to know such Confidential Information in connection with the Services, to advise such employees, consultants and agents of the non-disclosure and non-use obligations of this Agreement with respect to such Confidential Information and to ensure that such employees, consultants and agents are bound by obligations at least as restrictive as those set forth herein. The Consultant shall not remove any intellectual property right notice attached to or included in any Confidential Information furnished by City and will reproduce all such notices on any copies. The Consultant shall promptly advise City in writing if it learns of any unauthorized use or disclosure of Confidential Information. The Consultant will cooperate with City in every reasonable way to help City regain possession of its Confidential Information and/or to prevent further unauthorized use or disclosure of such.

- b) Exceptions. Notwithstanding the foregoing, the Consultant may disclose Confidential Information which is required to be disclosed by law, regulation or order of a court or other governmental body or any political subdivisions thereof, but only to the extent of, and for the purposes of, such law, regulation or order; provided, however, that the Consultant shall: (i) notify City in writing of the impending disclosure and (ii) provide reasonable cooperation and assistance to City in opposing or limiting the compelled or required disclosure (all at City's expense).
- c) Period of Protection for Confidential Information. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information in perpetuity.
- d) Duty to Return or Destroy Confidential Information. Except for Confidential Information Consultant is required by law to maintain, upon receipt of written notice from City, the Consultant will promptly: (i) return or destroy (at City's option) all Confidential Information provided by City, including all copies thereof, whether or not such copies have been imbedded in other documents or materials and (ii) certify in writing, over the signature of a duly authorized representative of the Consultant that it has done so.

## 8. Intellectual Property.

- a) Ownership of City Materials. City shall own exclusively all right, title, and interest, including without limitation, all proprietary rights inherent therein or appurtenant thereto, to any and all data, materials, work product, and deliverables (including without limitation, specifications, technical manuals, flow charts and software) created or provided by Consultant, or on Consultant's behalf, either solely or jointly with City in connection with the provision of Services to City pursuant to this Agreement (collectively, the "City Materials"). Consultant hereby acknowledges and agrees that the City Materials are a work-

for-hire such that City shall own all right, title and interest in City Materials and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith; and to the extent that the City Materials cannot be considered a work-for-hire or Consultant otherwise retains any right, title or interest in the City Materials, Consultant hereby irrevocably assigns to City all of its right, title and interest in the City Materials and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith. Consultant shall, upon request, execute and deliver such assignments and other documents that City may reasonably request to perfect City's ownership of the City Materials.

**9. Limited Warranty.** Consultant represents and warrants to City that: (a) it will perform the Services: (i) in a timely and professional manner by qualified and competent individuals familiar with the types of Services and (ii) consistent with industry practices for those professional service companies who are generally recognized as leaders in the Services field; (b) no deliverables that Consultant provides as part of the Services nor any City Materials: (i) have not, do not and will not infringe or misappropriate the intellectual property of any other person or entity and (ii) will conform to and/or operate in all material respects with applicable specifications and/or documentation associated with the deliverables; (c) Consultant solely has the authority to make the representation and warranties set forth herein to City; and, (d) the performance of the work hereunder at all times and in all ways will comply with all: (i) federal, state and local laws, rules and regulations, and (ii) City's written policies having any bearing on or relation to Consultant's Services.

**10. Miscellaneous.**

- 1) Assignment. Consultant may not assign its rights or delegate its obligations under this Agreement without the City's prior written consent.
- 2) Notice. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested (or by other means of delivery requiring an acknowledged receipt, such as by e-mail with acknowledgement of receipt); transmitted by facsimile showing delivery of the notice and confirmed by also sending the notice by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown below, or to such other place as the party may subsequently designate for its receipt of notices. All notices will be effective upon receipt.

a) "Consultant"

**Manahan Consulting, LLC**

**Attention: Jack Manahan**

\_\_\_\_\_  
\_\_\_\_\_



---

**Phone No. 913-387-9380**

**E-mail [jack@manahanconsulting.com](mailto:jack@manahanconsulting.com)**

**b) “City”**

**City of Spring Hill, Kansas**

**401 North Madison Street**

**P.O. Box 424**

**Spring Hill, Kansas 66083**

**Attn: Glenda Gerrity, City Clerk**

**Phone No. 913-592-3664**

**Fax No. 913-592-5040**

**E-mail [gerrityg@springhillks.gov](mailto:gerrityg@springhillks.gov)**

- 3) Choice of Law; Venue; Attorney Fees. This Agreement is made in Kansas and will be governed by and interpreted in accordance with the laws of Kansas. Any litigation 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 litigation arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and expenses incurred in such litigation.
- 4) Relationship of the Parties. The City and Consultant are independent, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by this Agreement.
- 5) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.
- 6) Severability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties’ intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

- 7) Force Majeure. Neither party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by a Force Majeure Event. For the purposes of this Agreement, “Force Majeure Event” means a fire, flood, explosion, strike (except for a strike by a party’s employees), war, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party.
- 8) No Waiver. A party’s failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of such provision or right.
- 9) Amendments and Modifications. This Agreement may not be amended, modified or superseded, except by a written instrument executed by the parties.
- 10) Non-Solicitation of Employees. During the Term and for a period of one (1) year following the expiration of the Term, neither party will not offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of one party to this Agreement without expressed written agreement of the other party. “Solicit” as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the Internet. “Resource” for purposes of this Section means: (i) employees of the City or Manahan, as applicable, and (ii) former employees of the City or Manahan, as applicable, whose employment with the City or Manahan, as applicable, ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.
- 11) Entire Agreement. This Agreement, together with the exhibits, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter.
- 12) Attached Exhibit 3. **Exhibit 3** attached hereto contains additional contract provisions that are incorporated by reference and made a part of this Agreement.

This Professional Services Agreement has been executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the Effective Date stated above.



**MANAHAN CONSULTING, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF SPRING HILL, KANSAS**

By: \_\_\_\_\_

Name: Steven M. Ellis

Title: Mayor

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

**ATTEST:**

By: \_\_\_\_\_

Name: Glenda Gerrity

Title: City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: Frank H. Jenkins, Jr.

Title: City Attorney

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



# **EXHIBIT 1**

PROPOSAL

SPRING HILL, KANSAS

ENTERPRISE RESOURCE PLANNING SYSTEM

APRIL 27, 2016

---



## Contents

---

<b>Project Summary</b> .....	3
<b>Background</b> .....	3
<b>Approach</b> .....	3
<b>Assumptions and Responsibilities</b> .....	3
<b>RFP Development</b> .....	4
<b>Timeline and Cost Estimate</b> .....	4
<b>Vendor Selection Assistance</b> .....	5
<b>Elapsed Time and Cost Estimate</b> .....	5
<b>Implementation Oversight</b> .....	6
<b>Elapsed Time and Cost Estimate</b> .....	6
<b>Contract and Operational Details</b> .....	7
<b>Timeline and Cost Estimates</b> .....	7
<b>Compensation and Billing</b> .....	7
<b>Contract and Statement of Work</b> .....	7
<b>About Manahan Consulting</b> .....	8

# Project Summary

---

## Background

The City of Spring Hill currently uses the Summit System provided by Data Technologies. The current system does not provide sufficient flexibility in reporting functionality and data manipulation to permit the sophisticated analysis that a growing city like Spring Hill needs. Thus the City has outgrown the current system and is seeking a new system that provides a number of functions.

The City's staff clearly has the capability of handling all the tasks proposed in this document. However, balancing the time necessary to handle this project with the day to day responsibilities of managing the City's business would be difficult and could introduce additional risk for the success of the project. The City Administrator has concluded that it makes sense to retain the services of a consultant with experience and expertise in public sector budget and financial system implementation to assist the City on this project.

## Approach

The City staff has done some preliminary work on drafting a RFP and requirements for a new system. Jack Manahan would evaluate the work already done to confirm its usefulness. The timeline and estimated costs in this proposal assume that the work done this far can be used to avoid starting from scratch to develop a quality RFP for distribution to the marketplace. If this assumption turns out not to be valid, the timeline, estimated costs, and statement of work in this proposal may need to be revised.

The proposed services to the City on this project have been divided into three phases:

- RFP Development
- Vendor Selection Assistance
- Implementation Oversight

Estimated timelines and cost estimates have been provided for each phase.

## Assumptions and Responsibilities

Manahan Consulting assumes that the City staff's work that has been done so far can be leveraged for use in the final draft RFP for the new system. It is also critical for the City staff to be active partners as the project proceeds, and be available from time to time to participate in the work necessary to achieve a successful result.



# RFP Development

---

Manahan Consulting proposes to do the following work to assist the City in developing the RFP for a new system:

1. Review and evaluate the work done so far by the City staff on developing a RFP for a new system.
2. Facilitate three to four work sessions with City staff to develop functional, technical, and business requirements to be included in the solicitation; requirement priorities (“must have” vs. “nice to have”); and selection criteria for the new system.
3. Perform preliminary research to identify potential ERP and financial systems for cities the size of Spring Hill.
4. Develop a complete RFP for City staff approval and distribution to vendors.

## Timeline and Cost Estimate

Manahan Consulting is prepared to begin work on the City’s project upon receiving a signed contract. Estimated time to present a completed draft RFP for approval is approximately 60 days.

Consultant’s time estimate: 45 hours \$7,000.00 including expenses



# Vendor Selection Assistance

---

Manahan Consulting proposes to do the following to assist the City in review and selection of vendor for the new system:

1. Assist City staff with review of proposals received for the new system
2. Assist with vendor reference checking
3. Assist with development of demo scripts for vendors' presentations to support the City's evaluation of proposed solutions
4. Assist with coordination of vendors' presentations; participate in vendor presentations
5. Develop Statement of Work for inclusion in the contract with the selected vendor
6. Provide strategic guidance and assistance to the City on contract terms and conditions in support of contract negotiations with selected vendors.

## Elapsed Time and Cost Estimate

Elapsed time for this phase of the project is uncertain, depending on the number of proposals received, time necessary to review them, and the number of finalists the City invites for presentations. Vendors will need at least a month from receipt of the RFP to completion of a proposal to the City. Once the finalists are determined, vendors will need a little time to review demo scripts and prepare for onsite presentations. City staff schedules must also be considered. Finalizing a contract with the winning vendor and governing body approval will also take some time.

This estimate assumes five total proposal responses and three finalists for presentation, and four trips onsite for the City's consultant.

Consultant's time estimate:    71 hours            \$10,807.00 including expenses



# Implementation Oversight

---

Manahan Consulting proposes the following services to assist the City in implementation of the new system:

1. Monitor vendor conformance with contract, statement of work, schedule
2. Provide independent validation and verification of software and integrator project deliverables (e.g., project plan, fit analysis/configuration plan, data conversion plan, reports plan, system security plan, training/knowledge transfer plan, testing plan, cutover plan, etc.) as desired
3. Review configuration set up
4. Monitor testing
5. Monitor data conversion, cutover
6. Monitor go-live status, handoff to vendor support

## Elapsed Time and Cost Estimate

Typical ERP project implementation timeline is three to six months, depending on the functions included in the new system. Some of the third party implementation oversight can be done remotely; however, depending on the vendor's onsite presence, I would expect to make several trips to Spring Hill to monitor progress when vendor's project staff is onsite. I will not charge any travel time for such trips, but I would charge mileage cost for each trip (66 miles round trip) at the IRS-approved mileage rate, currently \$0.54 per mile.

This estimate assumes a six-month implementation schedule, at least one trip onsite each month (9 trips onsite total) plus hours offsite to review deliverables. Should the actual implementation schedule be less than the six months estimated, the time and cost estimates would be reduced accordingly.

Consultant's time estimate:    55 hours            \$8,585.00 including expenses



# Contract and Operational Details

---

## Timeline and Cost Estimates

Cost estimates provided are based on the following:

- Information provided by the City to Manahan Consulting
- Manahan Consulting's understanding of the project scope, based on the City's information
- Number of responses to the City's RFP
- Planned and actual implementation schedule

Should these factors change or prove inaccurate, the estimated cost, timeline and statement of work may be subject to change.

## Compensation and Billing

Jack Manahan will provide all services on this project at the rate of \$150 per hour, plus expenses incurred in providing such services. The City will be invoiced monthly for services provided, on a time and expense basis. Invoices will include a summary of the hours charged, and any applicable expenses, with payment for the invoice due 30 days following the date of the invoice.

Manahan Consulting will provide the City with an IRS Form W-9 (Request for Taxpayer Identification Number and Certification), and its Errors & Omissions/Professional Liability Insurance certificate.

## Contract and Statement of Work

When the City determines which project phases it wants to engage Manahan Consulting to provide, a contract and statement of work (SOW) will be drafted for approval. Upon contract approval, the City will issue a Purchase Order for the services contemplated under the contract and SOW. Manahan Consulting has no obligation to commence work prior to approval of the contract.



## About Manahan Consulting

---

Jack Manahan is the owner of Manahan Consulting, LLC, a Kansas Limited Liability Company. His professional career includes 23 years in public sector finance, budget, and city and county management in five governments in Kansas and Illinois; and 13 years as a Senior Consultant with CGI Technologies & Solutions, Inc., one of the largest technology consulting firms in the world. Because of his deep experience in budgeting and analysis in both government and consulting, he is experienced in change management and helping state and local government and education clients improve their budgeting and financial management business processes and better leverage technology.

As a consultant, he primarily worked directly with clients on process analysis and system implementation. However, his assignments at CGI also included functional design/requirements and testing of new software applications.

Manahan has extensive experience in training, both instructor-led and online. Training material he developed has been used by CGI to expose new consultants just out of school to governmental budgeting basics. He has taught Government Finance Officers Association national training workshops in governmental budgeting and financial management. He has also taught local government finance and budgeting at the college and graduate school levels. He is a member of the International City/County Management Association's Knowledge Network Advisory Board and ICMA's advisory panel on technology content for the Knowledge Network.

He is a past member of GFOA's Governmental Budgeting and Fiscal Policy Committee, responsible for developing the criteria for GFOA's Distinguished Budget Presentation Award program, and he has reviewed budgets submitted for the award. While with CGI, he also served as an advisor to that committee.

Manahan was a member of the National Advisory Council on State and Local Budgeting. This organization was created by several professional organizations, public sector labor organizations, and elected officials to develop best practices for state and local budgeting. NACSLB's final report is available on the GFOA website.

He is a past chair of the International City/County Management Association Academic Affairs Task Force, and a former board member of the Illinois City/County Management Association and ILCMA's Chicago-area Metro Managers Board. He is an ICMA Credentialed Manager.

Manahan holds a Master's in Public Administration (Ranked #1 Nationally in City Management) and a Bachelor of Science in Education (English and Speech) from the University of Kansas; he is also a graduate of the University of Virginia Senior Executive Institute.

### **Representative Consulting Experience**

#### *State Government*

- Commonwealth of Kentucky
- State of Vermont



- State of California
- State of West Virginia
- State of Florida

*Municipal*

- Franklin County OH
- Gainesville FL
- Inglewood CA
- St. Louis Metropolitan Sanitary District
- Ventura County CA
- Aurora CO
- San Diego County CA
- Ann Arbor MI
- Cobb County GA
- Irving TX
- Milwaukee County WI
- Osceola County FL
- Kansas City MO
- Cleveland OH
- Cincinnati OH
- City and County of Honolulu
- Mesa AZ
- Norfolk VA
- Olmsted County MN
- Volusia County FL

*Education*

- Los Angeles Unified School District
- College of DuPage
- Aldine Independent School District
- School District of Philadelphia
- Oakland County Intermediate School District



## EXHIBIT 2

### STATEMENT OF WORK

This Statement of Work (“SOW”) is effective as of the Effective Date of the Agreement between the **City of Spring Hill** (“City”) and **Manahan Consulting, LLC** (“Consultant”) to which this Exhibit 2 is attached. Capitalized terms not otherwise defined herein shall have the meanings as ascribed to them in the Agreement.

**CONSULTANT:** Manahan Consulting, LLC  
Tax. I.D. No.: 47-3549370

**PERSON(S)  
ASSIGNED:** Jack Manahan

**SERVICES:** Services will be performed on a time and material basis to assist the City in developing a Request for Proposals for a new Enterprise Resource Planning system (“ERP”):

- Review and evaluate the work done so far by the City staff on developing a RFP for a new system.
- Facilitate three to four work sessions with City staff to confirm the functions to be included in the RFP, requirement priorities (“must have” vs. “nice to have”), and selection criteria for the new system.
- Perform preliminary research to identify potential ERP and financial systems for cities the size of Spring Hill.
- Develop a complete RFP for City approval and distribution to vendors.

**FEES:** The rates for the consultant assigned to this project for this Statement of Work are shown below. These rates do not include out of pocket expenses, including travel from office to Spring Hill at the current IRS-approved rate related to performance of duties described in this statement of work.

<i>Resource</i>	<i>Role(s)</i>	<i>Rate</i>
<i>Jack Manahan</i>	Project Manager & SME (subject-matter expert)	\$150

**CITYCONTACT:** **Melanie Landis, Finance Director**

## **EXHIBIT 3**

### **ADDITIONAL CONTRACT PROVISIONS**

- A. Compliance With Kansas Acts Against Discrimination, and Other Discrimination Laws.** To the extent applicable, with respect to all work and services provided by Consultant under this Agreement, Consultant agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Consultant also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Consultant agrees to indemnify and hold City harmless from all claims and damages, including but not limited to attorneys' fees and expenses, arising from any failure by Consultant to comply with all such requirements of this Part A of this Exhibit 3 with respect to all work and services under this Agreement.
- B. Application of Kansas Tort Claims Act.** The City is a governmental entity within the meaning of K.S.A. 75-6106 (Kansas Tort Claims Act). The liability for each of the acts and omissions of its officers, employees, agents, City Council members and Mayor shall be determined pursuant to the provisions of that Act. City shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to Consultant or to third parties.
- C. Insurance Requirements for Consultant.** Prior to the time that Consultant commences to provide any work and services under this Agreement, Consultant shall obtain insurance in the nature and amount required in Exhibit A attached to this Exhibit 3, and shall provide to the City documentary evidence of such insurance in the manner and as required by said Exhibit A. Consultant shall maintain such insurance throughout the term of the Agreement, including all extensions and renewals, if any.

## EXHIBIT A

### INSURANCE REQUIREMENTS

Contractor shall acquire and maintain insurance as shown below for the duration of the contract, and the cost of such insurance shall be included in the rates charged by the Contractor.

- 1) PROFESSIONAL LIABILITY: A combined single limit of liability of \$500,000 Per Occurrence / \$500,000 Aggregate including errors and omissions coverage.
- 2) WORKERS COMPENSATION & EMPLOYERS LIABILITY: Workers Compensation coverage should be statutory for the State of Kansas and apply to all workers involved in the work, including the owner, sole proprietor, 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. Employers Liability limits must be at least \$100,000/\$500,000/\$100,000. If contractor does not carry workers compensation and employers liability insurance then an affidavit of exempt status under the workers compensation act must be provided.
- 3) OTHER INSURANCE REQUIREMENTS:
  - a. Contractor agrees to name the City as an additional insured on a primary basis, in its Professional Liability policy with respect to the work performed under the contract. The certificate of insurance must reflect this requirement.
  - b. Prior to commencing the work, Contractor's insurance agent shall furnish the City with an acceptable Accord 25 (2010/05) Certificate of Insurance form containing the above required provisions and containing a provision that obligates the insurance company(ies) issuing such policies to notify the City in writing at least 30 days prior to any cancellation (10 days for non-payment of premium), non-renewal, or material alteration which would have an adverse effect on the coverage pertaining to this contract. This cancellation provision shall be indicated on the certificate of insurance. Certificate holder should be:  
City of Spring Hill, Kansas  
Attn: Natalie Lazenby, HR-Risk Manager  
401 N. Madison, P.O. Box 424  
Spring Hill, KS 66083  
[natalie.lazenby@springhillks.gov](mailto:natalie.lazenby@springhillks.gov)
  - c. All insurance policies shall be written by insurance company (ies) acceptable to City and with a current A.M. Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas.
  - d. The fact that insurance is obtained by the Contractor shall not be deemed to release or diminish the liability of Contractor. Damages recoverable by City shall not be limited by the amount of required insurance coverage.
  - e. Contractor shall notify a City Department Manager as soon as possible after:
    - 1) Receiving notice of, or knowledge of, any demand, claim, lawsuit, or action arising out of the work performed, or
    - 2) Any bodily injury or property damage occurrence that could potentially lead to any claim or lawsuit.

# Agenda Item Review Sheet

TO: GOVERNING BODY  
SUBMITTED BY: JONATHAN ROBERTS, CITY ADMINISTRATOR  
MEETING DATE: MAY 26, 2016  
DATE: MAY 20, 2016

---

**Formal Action:** Consider excise tax wavier for The Bowery Subdivision.

**Issue:** Waiver of excise tax.

**Background:**

August 28, 2014: The City Council approved the Final Plat (FP-02-14) for The Bowery Subdivision.

This project was unique because no infrastructure (streets, sewer, water etc.) were required to be constructed and dedicated to the City. Therefore, the Developer was not required to execute an improvement agreement which customarily provides for the calculation and collection of excise tax. Attached is a copy of the staff report dated August 7, 2014, marked Exhibit A.

Spring, 2016: During an annual audit, the Community Development staff was requested to provide documentation relating to excise tax calculations for final plats, including The Bower Subdivision. The Community Development Department discovered that no excise tax was calculated or collected for this plat.

**Analysis:** The Community Development Director has advised me of the following:

1. The Community Development Department has acknowledged that it made a mistake by not calculating and collecting the tax.
2. The excise tax issue was not discussed with the Developer until after the project was approved, plat filed and the project commenced. The Developer has advised the City that if it had known of the excise tax liability, it would have considered not proceeding with the project due to the added costs.
3. It is difficult to calculate the loss of revenue caused by the oversight. This is because if the Developer had been aware of the excise tax at the inception of the project, it is most likely that the Developer could have reconfigured the plat to take advantage of ordinance credits that are based on land areas designated as open space streets and the cost of adjoining road improvements.
4. Imposition of the excise tax at this stage of the project would create a financial burden on the business and owners of the property within the plat.
5. The Community Development Director recommends that the excise tax be waived for The Bowery Subdivision with the understanding that the oversight cannot and will not be repeated in the future.
6. Administrative steps have been taken to address future issues and ensure that this does not occur in the future.

Because of the City's oversight, the fact the Developer proceeded with the project, was not advised of the tax liability and has lost the opportunity to take advantage of possible ordinance credits to reduce the liability. There is a strong justification for the waiver of the excise tax against The Bowery Subdivision.

**City Attorney Review:** A legal analysis of the waiver of the excise tax will be submitted to the Governing Body by separate communication.

**Alternatives:**

1. Motion authorizing the waiver of the city excise tax against The Bowery Subdivision; further authorizing and directing that the Mayor, City Administrator, Director of Community Development and other appropriate officials to take the necessary actions to implement the waiver as set forth this motion.
2. Deny approval of the waiver.
3. Motion to table the matter.

**Recommendation:** Approval of the waiver of the excise tax relating to The Bowery Subdivision.

**Attachment:** Staff reported dated August 7, 2014 Plat (Exhibit A)



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

Area Photo



**BACKGROUND:**

The applicant, ACS Concrete, has submitted an application for final plat approval for The Bowery located adjacent to 610 W. North Street. The plat creates four individual lots, three of which will be developed with sing-family dwellings (one dwelling is existing), and one commercial tract.

**STAFF COMMENT:**

A copy of the final plat is included with this packet and has been reviewed by staff with the following comments:

1. There are no public dedications for right-of-way or utility easements.
2. There are no subdivision covenants applicable to this plat.
3. Public facilities are available to the platted area with the exception of sanitary sewer. Private sewage systems shall be installed on each tract in compliance with applicable codes of Johnson County and the City of Spring Hill.
4. The final plat is in compliance with the approved preliminary plat.
5. A Development Agreement is not required for this plat as there are no public improvements associated with the plat or future development.
6. Various city departments and consultants have reviewed with proposed final plat with comments being implemented into the plat as applicable.

**RECOMMENDATION:**

Staff recommends approval of FP-02-14, The Bowery Final Plat.

**Motion by Mr. Haupt, seconded by Ms. Squire, to approve FP-02-14, The Bowery.**

**Roll Call Vote:** Squire-yea, Pollom-yea, Weber-yea, Mitchell-yea, Haupt-yea, Nolin-yea. Motion carried 6-0-0.

Spring Hill City Council Regular Session Minutes  
August 7, 2014  
Page 10 of 14



# **Capital Improvement Program**

**2015 - 2020**

**Progress report**

*As of April 30, 2016*

**2016 CAPITAL IMPROVEMENT PROGRAM**

Project Year	Project Name	Project Description	Department	Funding Source	Project Cost	Annual Budget Impact	Project status:	Important status notes:	Expected completion date:	Update provided by:
2016	Annual Street Rehab Program	A five (5) year street rating program maintains a ranking and prioritization for repair of the city streets. The program is reviewed annually and a listing is included in the CIP.	Street	Consolidated Highway Fund	\$195,695	\$195,695	Bid design		3rd Quarter	Public Works
2016	Catwalk extension (Basin #2)	Extension of catwalk around basin #2 at WWTP as safety improvement.	Wastewater	Wastewater Fund	\$10,000	\$10,000	Planning phase		2017	Utilities
2016	Civic Center Safety Improvements	Building improvements to aid in the safety and security of employees and visitors of the City Hall / Civic Center building.	Administration	Capital Improvement Reserve	\$50,000	\$50,000	Design	Incorporated into overall Civic Center improvements project	2017	Planning
2016	Geometric Improvements, Intersections Design	Improvements to various intersections including 223rd & Webster, and 199th & Ridgeview. Staff is currently working with KDOT and traffic consultants to determine the type of improvements necessary at these intersections and determining specific trigger points for beginning construction.	Street	Consolidated Highway Fund	\$200,000	\$10,000	Planning phase	Separated to two separate planned projects	2017	Planning
2016	Sidewalk on Ridgview Road	Construction of sidewalk on Ridgeview Rd enhancing the safety of children accessing schools from local subdivisions.	Street	Excise Tax	\$55,000	\$55,000	Bid Construction		3rd Quarter	Planning
2016	Webster acceleration lane (from 207th Street)	Acceleration lane to provide safe routes for truck traffic entering Webster Street from 207th Street (Industrial Park)	Street	CARS Grant / Excise tax	\$476,953	\$32,200	Bid Construction		3rd Quarter	Planning
2016	Veterans Park (West lake park)	Project implementation of the City's Lake Park improvements to include access road to park.	Parks	Excise Tax	\$607,800	\$151,950	Bid Construction		3rd Quarter	Public Works

**2015 CAPITAL IMPROVEMENT PROGRAM**

Project Year	Project Name	Project Description	Department	Funding Source	Project Cost	Annual Budget Impact	Project status:	Important status notes:	Expected completion date:	Update provided by:
2015	Annual Street Rehab Program	A five (5) year street rating program maintains a ranking and prioritization for repair of the city streets. The program is reviewed annually and a listing is included in the CIP.	Street	Consolidated Highway Fund	\$172,000	\$172,000	Delayed	Annual mill & overlay program replaced in 2015 with focus on street repair projects.	2016	Public Works
2015	Sanitary Sewer Main Rehabilitation	Continuation of the sewer main and manhole repair and rehabilitation program.	Wastewater	Wastewater Fund	\$600,000	\$60,000	Delayed		2017	Utilities
2015	Sidewalk Rating/ Rehabilitation Program	The sidewalk program includes a priority listing of sidewalks in need of repair, upgrade due to ADA requirements, safety and future infrastructure improvements.	Street	Federal Grants / Consolidated Highway Fund	\$50,000	\$50,000	Delayed	Delayed due to lack of funding		Public Works
2015	West Lake Park	West Lake Park access and improvements (Veterans Park)	Parks	General Obligation / Sales Tax / Excise Tax	\$1,100,000	\$118,650	Conceptual phase	Access road and park design 2016 Park improvements 2017	2017	Public Works
2015	Water Line Replacement (Transite Lines)	Replace transite lines within water distribution system.	Water	Water Fund	\$200,000	\$22,000	Delayed		2018	Utilities
2015	Webster acceleration lane (from 207th Street)	Acceleration lane to provide safe routes for truck traffic entering Webster Street from 207th Street (Industrial Park)	Street	CARS Grant/ Excise tax	\$400,000	\$23,735	Bid Construction		2016	Planning
2015	Lincoln Street Replacement	Combination of repair and replacement of Lincoln Street.	Street	Consolidated Highway/Long-term financing	\$1,500,000	\$180,000	Conceptual phase	Researching use of repair product lowering cost to approx. \$1 million.	2017	Public Works
2015	Civic Center Improvements	Construct improvements for the Civic Center and Community Center facilities to better accommodate the needs of the community.	Administration	General Obligation	\$3,500,000	\$255,500	Planning phase	Civic Center - Design 2016, Construction 2017 Project cost est. \$2,000,000	2017	Administration

**2017 CAPITAL IMPROVEMENT PROGRAM**

Project Year	Project Name	Project Description	Department	Funding Source	Project Cost	Annual Budget Impact	Project status:	Important status notes:	Expected completion date:	Update provided by:
2017	Annual Street Rehab Program	A five (5) year street rating program maintains a ranking and prioritization for repair of the city streets. The program is reviewed annually and a listing is included in the CIP.	Street	Consolidated Highway Fund	\$264,000	\$264,000				
2017	Basketball Courts	Addition of basketball courts to existing park amenities in the city.	Parks	Special Parks / Corporate Donations	\$195,000	\$15,600	Delayed		2018	Public Works
2017	Community Center/ Civic Center Improvements	Construct improvements for the Civic Center and Community Center facilities to better accommodate the needs of the community.	Administration	General Obligation	\$2,000,000	\$100,000	Design			Planning
2017	Geometric Improvements, Intersections Design	Improve access and intersections surrounding 223rd & Webster. Staff is currently working with KDOT and traffic consultants to determine the type of improvements necessary based on specific trigger points for beginning construction.	Street	KDOT / Miami County / General Obligation	\$6,000,000	\$100,000	Conceptual phase			
2017	Intersection of 199th & Ridgeview	Improve intersection at 199th & Ridgeview. Timing of construction dependent on specific trigger points.	Street	Excise tax / CARS grant	\$750,000	\$75,000	Conceptual phase			
2017	Improvements to building (salt & sand structure)	Improve current salt and sand structure to protect from weather/elements.	Streets	General Fund	\$5,650	\$5,650				
2017	Lincoln Street Replacement	Combination of repair and replacement of Lincoln Street.	Street	Consolidated Highway Fund / Benefit District	\$1,100,000	\$110,000	Conceptual phase	Discussions underway with commercial property owners	2017	Administration
2017	Main Street Streetscape Design	Design additions to main street/downtown streetscape	Administration	General Fund	\$25,000	\$25,000				
2017	N. Webster turn lane (onto 199th Street)	Paving of gravel shoulder area at corner of Webster and 199th.	Street	CARS Grant / Consolidated Highway Fund	\$222,750	\$12,200	Outside funding application			Public Works
2017	Replace PW facility parking lot	Improvement to existing PW facility parking lot	Streets	General Fund	\$20,000	\$20,000				
2017	Sanitary Sewer Main Rehabilitation	A sanitary sewer flow study was conducted in 1998. Due to the findings of that study, staff has been working toward rehabilitation of the sewer mains to repair reduction of inflow and infiltration. Remaining line replacement will be funded with long-term financing.	Sanitary Sewer	KDHE Revolving Loan	\$600,000	\$60,000				
2017	Sidewalk Rating/ Rehabilitation Program	The sidewalk rating program will develop a priority listing of sidewalks in need of repair or upgrading due to ADA requirements and future infrastructure improvements. Rehab will be dependent upon funding available.	Street	Consolidated Highway Fund	\$50,000	\$50,000				

**2017 CAPITAL IMPROVEMENT PROGRAM (cont.)**

Project Year	Project Name	Project Description	Department	Funding Source	Project Cost	Annual Budget Impact	Project status:	Important status notes:	Expected completion date:	Update provided by:
2017	Veterans Park (West lake park)	Project implementation of the City's Lake Park improvements to include design and construction.	Parks	General Obligation / Special Sales Tax / Excise Tax / CFAP Grant	\$1,100,000	\$55,000	Conceptual phase		2017	Public Works
2017	Water Tower	A water tower will be constructed to replace the storage tank. This project would be in conjunction with Johnson County Rural Water District No. 7 and Rural Water District No. 2 for the construction of a 1.5 million gallon water tower.	Water	KDHE Revolving Loan	\$3,000,000	\$150,000	Planning phase	Staff reviewing need for additional storage space.		Utilities

**2018 CAPITAL IMPROVEMENT PROGRAM**

Project Year	Project Name	Project Description	Department	Funding Source	Project Cost	Annual Budget Impact	Project status:	Important status notes:	Expected completion date:	Update provided by:
2018	Annual Street Rehab Program	A five (5) year street rating program maintains a ranking and prioritization for repair of the city streets. The program is reviewed annually and a listing is included in the CIP.	Street	Consolidated Highway Fund	\$198,500	\$198,500				
2018	Basketball Courts	Addition of basketball courts to existing park amenities in the city.	Parks	Special Parks / Corporate Donations	\$195,000	\$15,600				
2018	E. Hale Street Mill & Overlay (from Webster to Woodland)	Mill and overlay to E. Hale street from Webster to Woodland	Street	CARS Grant / Consolidated Highway Fund	\$226,850	\$12,500	Outside funding application			Public Works

**2019 CAPITAL IMPROVEMENT PROGRAM**

Project Year	Project Name	Project Description	Department	Funding Source	Project Cost	Annual Budget Impact	Project status:	Important status notes:	Expected completion date:	Update provided by:
2019	Annual Street Rehab Program	A five (5) year street rating program maintains a ranking and prioritization for repair of the city streets. The program is reviewed annually and a listing is included in the CIP.	Street	Consolidated Highway Fund	\$123,600	\$123,600				
2019	E. Nichols Street Mill & Overlay (from Webster to Woodland)	Mill and overlay of E Nichols street from Webster to Woodland	Street	CARS Grant / Consolidated Highway Fund	\$347,450	\$18,945	Outside funding application			Public Works
2019	Cemetery Expansion	Development of land for additional lot space at existing cemetery.	Administration	Cemetery Reserve Fund	\$90,000	\$90,000	Conceptual phase		2020	Administration
2019	Phase Two - Aquatic Center	Additions and improvements to the existing Spring Hill Aquatic Center facilities.	Parks	Special Sales Tax	\$1,000,000	\$100,000	Conceptual phase		2020	Public Works

**2020 CAPITAL IMPROVEMENT PROGRAM**

Project Year	Project Name	Project Description	Department	Funding Source	Project Cost	Annual Budget Impact	Project status:	Important status notes:	Expected completion date:	Update provided by:
2020	Annual Street Rehab Program	A five (5) year street rating program maintains a ranking and prioritization for repair of the city streets. The program is reviewed annually and a listing is included in the CIP.	Street	Consolidated Highway Fund	\$206,250	\$206,250				
2020	Lone Elm Road Bridge	Replacement of the Lone Elm Road bridge and repair to the road.	Street	Consolidated Highway Fund	\$350,000	\$30,000				
2020	Traffic Signals (Intersection of 199th St and Ridgeview Rd)	Installation of traffic signals to address safety concerns at the intersection of 199th street and Ridgeview Rd	Street	CARS Grant / Consolidated Highway Fund	\$216,325	\$11,850	Outside funding application			Public Works