

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

CALL TO ORDER

INVOCATION Pastor Jack Smith, Antioch Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITY COUNCIL APPOINTMENT

Oath of Office

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: June 23, 2016
2. Consider Approval of Cereal Malt Beverage Renewal: Gambino's Pizza
3. Consider Approval of Cereal Malt Beverage Renewal: Casey's General Store
4. Consider Special Event Permit: Bicycle Ride Rest Stop, Sunflower to Roses
5. Consider Special Event Permit: Back to School Night, Spring Hill Recreation Commission
6. Consider Approval of Change Order No. 2: Nichols/Race Street Storm Sewer Project, Linaweaver Construction, Inc.

FORMAL COUNCIL ACTION

7. Appropriation Order 2016-07-14
8. Ordinance 2016-08: Consider vacating a portion of Nichols Street adjacent to 102 E. Nichols St., Mr. Gionelli Pourleamar
9. Resolution 2016-R-19: Consider authorizing issuance and delivery of general obligation renewal temporary notes, series 2016A

DISCUSSION

10. 2017 Budget and Capital Improvement Program

ANNOUNCEMENTS and REPORTS

EXECUTIVE SESSION

11. Consideration of motion to recess into executive session under the Attorney-Client Privilege 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
June 23, 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 June 23, 2016. The meeting convened at 7:10p.m. with Mayor Steven Ellis presiding and Glenda Gerrity, City Clerk, recording.

Councilmembers in attendance: Clint Gillis
 Floyd Koder
 Andrea Hughes

Councilmembers absent: Chris Leaton
 Vacancy

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

Consultants in attendance: City Attorney Frank Jenkins

ROLL CALL

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 move the Presentation from prior to Adjourn to just after the Approval of Agenda.

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

PRESENTATION:

The Mayor recognized Mr. Darrell Williamson for his 12 year commitment to serving on the Spring Hill Recreation Commission. The Mayor read aloud and presented a Proclamation to Mr. Williamson and proclaimed the week of June 26 – July 2, 2016 to be Darrell Williamson Community Commitment Week in honor of his retirement from the Spring Hill Recreation Commission and in recognition of the countless hours he has volunteered for his City.

PUBLIC HEARING:

The Mayor stated that the public hearing is to consider issuing Industrial Revenue Bonds for the BlackHawk Apartments Phase 1, Series 2016. Prior to opening the public hearing, the Mayor introduced the Finance Director, Ms. Melanie Landis.

Ms. Landis introduced the public hearing and stated that the notice was published in the newspaper, as required, on Wednesday, June 15, 2016. Notice of the hearing was also sent to Miami County, Unified School District No. 230 and the Spring Hill Recreation Commission since this project impacts these entities. The hearing is for the BlackHawk Apartment Project, Phase 1, for \$11,960,000.00 as an Industrial Revenue Bond. Staff provided a Cost-Benefit Analysis (CBA) that was conducted by the Kansas Department of Commerce. The purpose of the CBA is to analyze the economic and fiscal impact and provide feedback for the investment of each entity.

At this time, the Mayor opened the public hearing for public comments.

Mr. Jim Wilson, 302 E. Hale, stated that he is in favor of this project. He believes that this project is great for the City and will provide affordable housing. Mr. Wilson also spoke favorably of Mr. Merritt's reputation and is a good steward of his

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properties.

Ms. Debbie Hickman, 19401 W. 200th, thanked the Governing Body for the opportunity to speak and is not speaking in opposition of the project. Ms. Hickman stated that she wants to live in a community that is growing and believes this project could be a boost for Spring Hill. Ms. Hickman did speak in opposition of the timeliness of receiving notice of the public hearing on the agenda. Ms. Hickman stated that she believes that the paperwork be available when the notice is published in the newspaper. Ms. Hickman asked if the City worked with the School District regarding the tax abatement schedule. Ms. Hickman also asked if all the published material that was sent out yesterday, is exactly what is in place right now or have there been revisions.

Mr. Matthew Gough, with Barber Emerson, stated that it has been a privilege to work with Mr. Grant Merritt for over a year concerning this project. During this time, there have been numerous effective and productive meetings with City Staff and the City's Bond Counsel at Kutak Rock who have been tremendous throughout this process. This project is for 124 units, includes the clubhouse, pool and amenities and is Phase 1 of the project. This support is critical to the project being financed and to move forward. The request by the applicant is for an average 50% tax abatement of the entire project. The request has been for a weighted average that allows the applicant to take a higher percentage in the early years when it is needed most and then able to back it off in the later years.

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

CONSENT AGENDA:

Motion by Koder, seconded by Gillis, to approve the Consent Agenda as presented.

1. **Approval of Minutes: June 9, 2016**
2. **Appropriation Order 2016-06-23**
3. **Consider Approval of Special Event: Big Truck Day, Spring Hill Recreation Commission**
4. **Consider Approval of Final Plat: FP-05-16, The Bowery II, Replat, 20559 S. Lone Elm Road, Lots 1, 2, 3, 4, Mr. Mike Denny, Artistic Concrete Surfaces**
5. **Consider Contract for Ground Water Storage & Elevated Tower Cleaning and Inspections: Inland Potable Services, Inc.**
6. **Resolution No. 2016-R-17: County Assistance Road System (CARS) 5-Year Plan**
7. **Resolution No. 2016-R-18: Establishing Legal Dates for Discharge of Fireworks**

Motion carried 3-0-0.

FORMAL COUNCIL ACTION

8. Resolution No. 2016-R-16: Resolution of Intent for Industrial Revenue Bonds, BlackHawk Apartment Project

Ms. Landis introduced Mr. Tyler Ellsworth, Kutak Rock, the City's Bond Counsel, to present this Resolution.

Mr. Ellsworth stated that this Resolution of Intent to issue IRB's and approves a form of the Payment in Lieu of Tax Agreement (PILOT) which is attached to this resolution. The Resolution of Intent is different from the one previously adopted for this project as there was no PILOT Agreement. Also, the dollar amount to the principal amount of the bonds is slightly higher. The PILOT Agreement defines the amount of property tax abatement that the applicant will receive. There is a weighted average that is shown on a schedule to the PILOT Agreement which averages 54% over the 10-year term of the bonds. Only a portion of the project, under Kansas Statute, is eligible to be financed with the proceeds of the bonds.

Mr. Jonathan Roberts, City Administrator, stated that the Agenda Item Review Sheet referenced Section 14 of the IRB Policy, which allows the City Council waiver from any requirements within the policy. He stated that every section of the policy has been followed with the exception of forming the administrative review committee. The reason was to expedite the process, and in addition to all the notices that have been sent to these entities, City staff met with the administrative personnel from USD 230 and Miami County, Kansas.

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Ms. Landis recommended to approve Resolution 2016-R-16 determining the intent of the City of Spring Hill to issue its industrial revenue bonds in the approximate principal amount of \$11,960,000 to pay a portion of the cost of acquiring, constructing and equipping a multifamily housing facility within the City; authorizing the execution of a payment in lieu of tax agreement in connection with a property tax exemption for the property financed with the proceeds of the bonds and repealing Resolution 2016-R-10.

Motion by Koder, seconded by Gillis, to approve Resolution 2016-R-16 as stated. Motion carried 3-0-0.

9. Ordinance No. 2016-07: Amending Insurance Proceeds Act, Article 8A of the Spring Hill Municipal Code

The City Attorney presented the ordinance amending Article 8A of the Spring Hill Municipal Code relating to the imposition of liens on insurance proceeds for damages to buildings and other structures to insure funds are available to reimburse the City for costs it incurs if it demolishes the structures. This amendment conforms to House Bill 2446, effective July 1, 2016, which expanded the type of damages it could be reimbursed for to include any covered claims. It also modifies time limits relating to the administration of the lien proceedings.

The City Attorney recommended approval of the ordinance.

Motion by Koder, seconded by Gillis, to approve Ordinance 2016-07. Motion passed by roll 3-0-0, Gillis-aye, Koder-aye, Hughes-aye.

10. Consider Approval of Proposal/Award of Contract: Mid-Am Building Supply Water Line Relocation

The Community Development Director presented the proposal for the Mid-Am Building Supply water line relocation project. In May of this year, Straub Construction began working on a parking lot and storm sewer improvement for Mid-AM Building Supply Company. Before the storm sewer was completed, it was discovered that there was a conflict with the city's existing water line. The existing water line was not in the existing 207th Street right of way as previously thought but was on property owned by Mid-AM Supply Company, a subsidiary of Knaebels, Inc. out of Moberly, Missouri. City staff researched the Mid-AM property to determine if an easement existed for this water line. Mid-American Title Company performed the research and determined that there was no easement for this water line. As such, the city is responsible for the cost of the water line relocation. Because the existing water line location is holding up the completion of the work by Straub Construction, staff is expediting this process so the work can be started as soon as possible.

Staff sent out proposals to four (4) different contractors to perform this work. The low bidder was Ron Weers Construction Company for \$11,515.00. This contractor has experience with projects of this type and size and installed the elevated tank bypass piping as part of the tank painting project.

The expenditures will be paid from the City's water fund. City staff recommend that the City accept the proposal and award the contract to Ron Weers Construction Company in the amount of \$11,515.00.

The Mayor requested that staff investigate and determine how the mistake was made and who is accountable for the line.

Motion by Koder, seconded by Gillis, to approve the proposal and award the contract to Ron Weers Construction Company in the amount of \$11,515.00. Motion carried 3-0-0.

CITIZEN PARTICIPATION:

Mr. Jim Wilson, 302 E. Hale, gave an update on the mural and shared that \$10,000.00 of private donations were raised for this project. Hopefully, the mural will be finished in August. The mural is located on Mr. Merritt's building which he donated for this mural. The Mayor thanked Mr. Wilson for spearheading this project and for that, the City is tremendously grateful and proud to have Mr. Wilson as a resident of Spring Hill.

Ms. Debbie Hickman, thanked the Governing Body for the opportunity for the citizens to be part of the meeting and

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asked that the City be aware of proper handling of the Kansas Open Records requests and stated that one request has not been satisfied. Ms. Hickman asked that the City be open to its citizens and make records available to them that should be.

ADJOURN

Motion by Koder, seconded by Gillis, to adjourn.

The meeting adjourned at 7:45p.m.

Approved by the Governing Body on _____.

Glenda Gerrity, City Clerk

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: GLENDA GERRITY, CITY CLERK
MEETING DATE: JULY 14, 2016
DATE: JULY 7, 2016

Consent Item: Consideration of a Cereal Malt Beverage license for Gambino's Pizza

Issue: The Cereal Malt Beverage (CMB) for Top This, Inc. DBA Gambino's Pizza will expire at midnight on July 25, 2016. The applicant, Ms. Andrea Rice, is requesting consideration for a CMB license renewal for Gambino's Pizza at 206 N. Webster.

Background: Administratively, practice has been to issue CMB licenses on an annual basis, however, the Spring Hill Municipal Code states that licenses operate on a calendar year basis. Staff is requesting consideration to continue issuing licenses on an annual basis and proposes to amend this section to reflect the current practice at a future meeting.

Analysis: Gambino's Pizza has met all the necessary requirements for issuance of a CMB license. The application is available for review in the City Clerk's Office.

Alternatives: Approve the CMB License Renewal
Deny the CMB License Renewal
Table the CMB License Renewal

Legal Review: The Police Dept., Community Development Dept. and Fire Dept. are aware of the renewal request and have no objections to report.

Funding Review or Budgetary Impact: License fees, as established in the Spring Hill Municipal Code, in the amount of \$150.00 for the sale of cereal malt beverages for consumption on the premises, and a separate \$25.00 stamp fee for the State of Kansas has been collected for the license application.

Recommendation: Approve the renewal license application for a Cereal Malt Beverage License for Gambino's Pizza for a term July 26, 2016 to July 25, 2017.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: GLENDA GERRITY, CITY CLERK
MEETING DATE: JULY 14, 2016
DATE: JULY 7, 2016

Consent Item: Consideration of a Cereal Malt Beverage license for Casey's General Store

Issue: The Cereal Malt Beverage (CMB) for Casey's Retail Company DBA Casey's General Store #1194 will expire at midnight on August 8, 2016. The applicant, Casey's Retail Company, is requesting consideration for a CMB license renewal for Casey's General Store #1194, 607 N. Webster, Spring Hill, KS.

Background: Administratively, practice has been to issue CMB licenses on an annual basis, however, the Spring Hill Municipal Code states that licenses operate on a calendar year basis. Staff is requesting consideration to continue issuing licenses on an annual basis and proposes to amend this section to reflect the current practice at a future meeting.

Analysis: Casey's General Store has met all the necessary requirements for issuance of a CMB license. The application is available for review in the City Clerk's Office.

Alternatives: Approve the CMB License Renewal
Deny the CMB License Renewal
Table the CMB License Renewal

Legal Review: The Police Dept., Community Development Dept. and Fire Dept. were notified of the renewal request and have no objections to report.

Funding Review or Budgetary Impact: The license fees, as established in the Spring Hill Municipal Code, in the amount of \$50.00 for the sale of cereal malt beverages in original and unopened containers and not for consumption on the premises, and a separate \$25.00 stamp fee for the State of Kansas have been collected for the license application.

Recommendation: Approve the renewal license application for a Cereal Malt Beverage License for Casey's General Store #1194 for a term August 9, 2016 to August 8, 2017.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: GLENDA GERRITY
MEETING DATE: JULY 14, 2016
DATE: JULY 7, 2016

Consent Item: Consideration of Special Event Permit – Sunflowers to Roses Bike Ride

Issue: Sunflowers to Roses is a non-profit organization that hosts a bike ride each year that travels through Spring Hill and includes a rest stop at the City Park on Sunday, July 31, 2016, 9:00am to 2:00pm. This event requires a Special Event Permit.

Background: The application and supporting documents were received by the City Clerk's office. This is an annual event sponsored by Sunflowers to Roses.

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 a rest stop for bicyclists at the City Park and has requested to use the water spigot at the park to fill their water coolers for the riders. The Parks Department has assisted with this request and will be available the day of the event. The applicant works closely with the local police departments and monitors the weather closely. The ride organizers make appropriate plans to keep the participants safe. Everyone who participates in the event signs a waiver prior to participating in the ride.

Legal Review: The City's Risk Manager is currently reviewing the insurance requirements for this event.

Recommendation: Request that the City Council approve the Special Event Permit for Sunflowers to Roses Bike Ride to be held from 9:00am – 2:00pm, Sunday, July 31, 2016 contingent upon the applicant provides a valid Certificate of Liability Insurance before the event.

Attachments: Application
Permit

SPECIAL EVENT APPLICATION

Name of Event: Sunflowers to Roses Bike Ride

Name of Business/Sponsor/Organization: Sunflowers to Roses

Type of Event: Cycling Event

Address / Vicinity of Proposed Event /Route: bike Route goes through Springhill - Springhill Park ^{Rest Stop at}

Application Date: April 27, 2016 Start Date: Sunday, 7/31/16 End Date: Sunday 7/31/16

Hours of Event: 9:00 Am - 2:00 pm

APPLICANT / AUTHORIZED REPRESENTATIVE

Name: Karla Nichols, Executive Director, Cancer Action

Address: 10520 Barkley, Ste. 100 City: Overland Park, KS Zip: 66212

Phone: (913) 642-8885 Fax: (913) 642-8886 Email: Karlan@canceractionkc.org

PROPERTY OWNER

Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

EVENT SUPERVISOR (If other than the applicant)

Name: Dennis Case, Sunflowers to Roses Board

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.

Karla Nichols
APPLICANT'S SIGNATURE

4/27/2016
DATE

INDEMNIFICATION STATEMENT [Waiver of Liability]

INTERMEDIATE FORM:

COMPARATIVE FORM INDEMNITY OBLIGATION WITH DEFENSE OBLIGATION

To the fullest extent permitted by law,

Sunflowers to Rosies [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

Sunflowers to Rosies 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: 6-6-16 Dennis C
PRESIDENT
Title

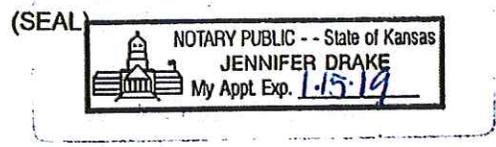
STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED that on this 6th day of June, 2016, before me, the undersigned, a notary public in and for the County and State aforesaid, came Dennis C (Name) President of Sunflowers to Rosies (Business/Sponsor/Organization), who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said entity and such person duly acknowledged the execution of the same to be the voluntary act and deed of said entity.

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

My Commission Expires: 1.15.19

Jennifer Drake
Notary Public



Attachment for Special Events Application: Springhill Park

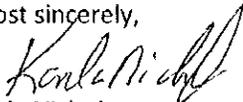
Sunflowers to Roses is a non-profit organization that hosts a bike ride each year. Funds from the ride support Cancer Action, a local cancer-serving organization that provides support and services for families facing a diagnosis of cancer. We have used the beautiful park in Springhill as one of our rest stops for the past several years and would like to use it again this year. Mr. Beau Ford and his staff have been great to work with in planning for the event. One of his staff members even volunteers his time for that day. This year, Sunflowers to Roses Bike Ride is on Sunday, July 31. We anticipate around 700 riders this year.

We are usually at the park early in the morning (around 7:30 a.m.) to set-up and prepare for riders. Riders begin to arrive around 9 a.m. and we are usually cleaned up and out of the park by 2 p.m. We use the picnic tables and beau has the water spicket available for us to fill our water coolers for the riders. We make sure the trash is picked up and in containers and leave the park in good shape when we are finished.

Sunflowers to Roses provides insurance for the ride and I will get you verification of the insurance closer to the ride date. We work closely with local police departments and monitor the weather closely. If dangerous storms in the area the ride organizers make appropriate plans to keep the participants safe. Everyone who participates in the event signs a waiver prior to participating in the ride.

We look forward to our ride this year and working with Beau and his staff to help make it a fun, safe and successful event. Please don't hesitate to call me with any questions you may have. Thank you for your assistance and kind consideration of this request.

Most sincerely,



Karla Nichols
Executive Director
Cancer Action
Sunflowers to Roses Planning Committee Member

I will send Indemnity & Insurance Certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2016

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).

PRODUCER McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	CONTACT NAME: Meg Carruthers PHONE (A/C, No, Ext): (641) 842-2135 FAX (A/C, No): (641) 828-2013 E-MAIL ADDRESS: mcarruthers@mckayinsagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Silent Sports Association-NBTS SE Sunflowers to Roses Organization, Inc. 10819 West 157th Terrace Overland Park KS 66221														

COVERAGES CERTIFICATE NUMBER: CL166146861 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	ADDE 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 <input checked="" type="checkbox"/> Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event			N 17522417-01	7/31/2016	8/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <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"/> RETENTION \$						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			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sunflower to Roses Bike Tour: July 31, 2016. (Set-up: July 30, 2016). "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER City of Spring Hill 401 N Madison Spring Hill, KS 66083	CANCELLATION 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 Scott Ziller/ALYSSA
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City of Spring Hill Risk Management – Johnson County Fire Department
Public Safety Checklist – Public assemblages and events

Event name: Sunflower to Roses Bike Ride

Event location: Springhill Park - Rest Stop

Event date: Sunday, July 31, 2016

Contact person: Karla Nichols

Contact person phone number: office: (913) 624-8885 ; cell # 816-668-5246

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

Yes No A procedure is in place for reporting a fire or other emergency.

Yes No A procedure is in place for notifying, relocating or evacuating occupants.

Yes No Site plan is submitted showing the following:

- Assembly areas
- Fire hydrant locations
- Normal routes of fire department vehicle access (20 ft. wide minimum)
- Main entrances / exits

Yes No All drive aisles are designated as NO PARKING and maintained at a 20 foot minimum for emergency vehicle access.

Yes No N/A Food vendors are being used.

If used, each food vendor must:

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

Yes No N/A Food vendor locations are shown on the site plan.

Yes No N/A Will liquor and/or cereal malt beverages be served at your event?
If yes, please contact the City Clerk's office at (913) 592-3664

Yes No N/A Special Event Permit Application made

Date: 4/27/2016

Signed: Karla Nichols

CITY OF SPRING HILL, KANSAS CERTIFICATE OF EVENT APPROVAL



Special Event: Sunflowers to Roses Bike Ride

Sponsoring Organization: Sunflowers to Roses

Event Supervisor: Dennis Case

Event Supervisor Telephone Number: 913-633-1382

Date and Times of Event: July 31, 2016 9:00am – 2:00pm

Location of Event: Streets throughout Spring Hill and Rest Stop at City Park

Type of Event: Bike ride (cycling)

Route (if applicable): Attached Maps

Additional Comments or Conditions: The applicant/organizers will work with the Spring Hill Parks Department, Beau Ford, Superintendent, (913) 592-3317 regarding the City Park.

Issue by:

Steven M. Ellis, Mayor

Date: _____

Glenda Gerrity, City Clerk

Date: _____

This form shall be in the possession of the applicant 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.

Traffic Control assistance is required and 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.

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.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: GLENDA GERRITY, CITY CLERK
MEETING DATE: JULY 14, 2016
DATE: JULY 7, 2016

Consent Item: Consideration of Special Event Permit: Back to School Night, Spring Hill Recreation Commission (SHRC)

Background: The SHRC is sponsoring a Back to School Night on August 12, 2016 from 6:00pm – 10:00pm at the Spring Hill Recreation Complex. This event requires a Special Event Permit.

Analysis: The application and supporting documentation were received by the City Clerk's office. No issues were reported from the Spring Hill Parks Dept., Police Dept. or Johnson County Fire District No. 2.

Legal Review: The Risk Manager reviewed the certificate of insurance and recommends.

Alternatives: 1. Approve the Special Event Permit
2. Deny the Special Event Permit

Funding Review or Budgetary Impact: N/A

Recommendation: Request to approve the Special Event Permit for the SHRC Back to School Night to be held on August 12, 2016 at the Spring Hill Sports.

Attachments: Application
Permit

SPECIAL EVENT APPLICATION

Name of Event: Back to School 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: 8-12-16 End Date: 8-12-16
Hours of Event: 6 pm - 10 pm

APPLICANT / AUTHORIZED REPRESENTATIVE

Name: Trishelle Griswold Marie Haney
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 applicant
Address: City: Zip:
Phone: Fax: Email:

ATTACHMENTS INCLUDED:

- List of Services requested to be provided by the City of Spring Hill
[checked] Site Plan showing the location of proposed activities and structures in relation to existing buildings, parking areas, streets and property lines.
[x] Routes/Staging/Dispersion/Parking Plans
Flyer/Brochure/Advertisement of the event
If applicable, classification of dangerous and/or exotic animals
[x] 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
Marie Haney

11-10-15
DATE
06/30/2016

INDEMNIFICATION STATEMENT [Waiver of Liability]

INTERMEDIATE FORM:

COMPARATIVE FORM INDEMNITY OBLIGATION WITH DEFENSE OBLIGATION

To the fullest extent permitted by law,

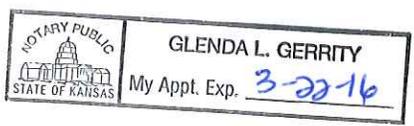
Spring Hill Recreation [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the city of Spring Hill, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses 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 Back to School 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 Joe A. Joel Johnson
Board Chair
Title

STATE OF KANSAS)
) SS.
COUNTY OF Johnson)

SUBSCRIBED AND SWORN TO before me this 12th day of May, 20 16.
Glenda L. Gerrity
Notary Public

My Appointment Expires: 3-22-17





Movie screen

Kickball game

bleachers

bouncy houses

parking

Spring Hill Pool

parking overflow

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

Event name: Back to School Night
Event location: Spring Hill Sports Complex
Event date: 8-12-16
Contact person: Trishelle Grismold
Contact person phone number: 913-626-2143

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

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

If used, each food vendor must:

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

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

Date: 11-10-15

Signed: Trishelle Grismold



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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).

PRODUCER The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009		CONTACT NAME: Shirley Phillips PHONE (A/C, No, Ext): (913) 682-1234 FAX (A/C, No): (913) 682-8136 E-MAIL ADDRESS: shirley.phillips@reillyinsurance.com															
INSURED 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:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 16-17 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:			N85 2103046 02	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			N85 2103046 02	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$ 0			N85 2103046 02	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	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	N/A	WWC3211946	7/1/2016	7/1/2017	<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.

CERTIFICATE HOLDER City of Spring Hill 401 N. Madison Spring Hill, KS 66083	CANCELLATION 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>

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**CITY OF SPRING HILL, KANSAS
CERTIFICATE OF EVENT APPROVAL**



Special Event: Back to School Night

Applicant: Marie Haney

Sponsoring Organization: Spring Hill Recreation Commission

Event Supervisor: Marie Haney

Contact Number: (913) 592-2214

Date and Times of Event: Friday, August 12, 2016 6:00pm – 10:00pm

Type of Event: Community Event

Location of Event: Spring Hill Recreation Complex – Washington & North Street

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: JIM HENDERSHOT
MEETING DATE: JULY 14, 2016
DATE: JULY 7, 2016

Consent / Formal Action / Discussion Item: FORMAL

Issue: Nichols/Race Street Storm Sewer Project
Approval of Change Order No. 2

Background: As a result of the frequent rainfall in April and May, the contractor has been unable to maintain their schedule to complete the project within the contract time. The contractor has also been delayed by utility companies that did not get their facilities relocated as directed last fall or if they were relocated, several were not deep enough or were still in conflict with the proposed new storm sewer lines. The contractor is requesting an extension of time of 21.5 working days or 30 calendar days to complete this project. The time extension will not require a change in the project cost. See the attached letters from Linaweaver Construction, LLC.

As part of the original design for this project, existing 6" and 8" water mains at the southeast corner of Hale Street and Race Street were designed to be lowered to accommodate the new storm sewer pipe. When the contractor exposed the existing water lines, the connections could not be made as designed because of the existing water line location, depth and proximity to some existing pipe fittings. As a result of these differing conditions, these connections required an additional 34 LF of 8" PVC. After installation of the new 8" PVC pipe, the contractor attempted to flush and disinfect the new line. On Race Street the new 8" line was connected near Hale Street and near Nichols Street and approximately 200 feet of existing line was left in service. After four (4) attempts to flush and disinfect the line, the contractor could not get a water sample to pass the bacteriological tests. Apparently this line, for a number of years, only had one customer connection and approximately 2 years ago, that customer moved out and the water service was shut off. Because of no flow through this line we believe a bio-film has developed on the inside of the pipe and velocity flushing of the line could not remove this film. In order to remove this film, we are recommending the contractor use a poly pig to swab and interior of the existing line and remove the film. The cost of this additional procedure will be \$3,900.00. See the attached quote from Linaweaver Construction, LLC.

Funding Review or Budgetary Impact: The unit price of the 8" PVC, as shown in the contractor's bid, is \$70.00 per LF. The total cost of the additional 34 LF pipe is \$2,380.00. Combined with the cost of the poly pig cleaning, the total cost of this change order will be \$6,280.00. Since these items are eligible for reimbursement from Johnson County, the county will reimburse the city for 75% of the cost of this change order or \$4,710.00. The city will be responsible for 25% of the cost or \$1,570.00. This change order amounts to a total increase in project cost of 1.48%. Including change order No. 1 (\$3,288.00) the total change orders to date amount to \$9,568.00 or an increase of 2.21%. Total contingency funds available in the county's budget, before this change order, amounts to \$73,550.00.

Recommendation: We recommend the Council approve Change Order No. 2 for the addition of 34 LF of 8" PVC water main and poly pig cleaning of the existing water main for a total additional cost of \$6,280.00 and a time extension of 30 calendar days.

AGENDA ITEM REVIEW SHEET

Attachments: Change Order No. 2, Linaweaver letters requesting time extension and Linaweaver proposal letter regarding use of poly pig for cleaning and disinfection.

LINAWEAVER CONSTRUCTION, INC.

719 E. GILMAN RD. LANSING KS 66043

(913) 351-3474 FAX (913) 351-2749

May 23, 2016

John W. Brann III, P.E., R.L.S.,
Ponzer-Youngquist

RE: Nichols/Race Storm
Delays by utilities

Dear Mr. Brann,

You are aware that there are gas lines, poles and water services that were in the way of the Nichols/Race Project. Ben Porter, Site Superintendent, has provided a list of utilities that were in the way and how many days were lost moving, moving back, and moving again. The list below provides days lost.

At Inlet 20, gas line had to be moved – 3 Days
Line J, 20 feet from manhole, gas line had to be moved – 1 Day
Box 16, gas line in the way and had to be moved – 2 Days
Line N, gas line in the way and had to be re-bored – 2 Days
Box 21, gas line in the way and had to be re-bored – 2 Days
Line 7 between boxes 20 and 18, water service had to be moved – ½ Day

Total Delays caused by Utilities:

8.5 Days

Line L, Telephone Pole in the way Century Link has acknowledge that it was in the way, this pole has not been relocated as of this letter.

We respectfully request that 8.5 days be added to the contract. Please let us know if you have any questions.

Sincerely,

John J. Will
Project Manager

LINAWEAVER CONSTRUCTION, INC.

719 E. GILMAN RD. LANSING KS 66043

(913) 351-3474 FAX (913) 351-2749

John W. Brann III, P.E., R.L.S.
Ponzer-Youngquist

May 27, 2016

Re: Nichols Race Street Stormwater Improvements

Weather Delays – April 28, 2016 to May 27, 2016 CONTINUED

Total Calendar Days – 30

Total days rain - 13

Days did not work – 7

Days worked in muddy conditions – 10

The muddy conditions slowed us down, we have been pumping water and fighting to keep the materials, pipe, equipment and streets clean. Ben Porter, Site Superintendent believes that the we worked at a 50% capacity in the mud.

We respectfully request 12 days be added to the contract, 7 days for rain and 5 days for muddy conditions.

If you have any questions or need further information, please feel free to contact me at any time.

Sincerely,

John J. Will
Project Manager

LINA WEAVER CONSTRUCTION, INC.

719 E. GILMAN RD. LANSING KS 66043

(913) 351-3474 FAX (913) 351-2749

John W. Brann III, P.E., R.L.S.
Ponzer-Youngquist

June 27, 2016

Re: Nichols Race Street Stormwater Improvements

Weather Delays – May 28, 2016 to June 26, 2016 CONTINUED

Total Calendar Days – 30

Total days rain - 3

Days did not work – 0

Days worked in muddy conditions – 2

We did not work for ½ day, we hit an unmarked gas line.

The muddy conditions slowed us down for 2 days. Ben Porter, Site Superintendent believes that the we worked at a 50% capacity in the mud.

We respectfully request 1 and ½ days be added to the contract, 1 day for muddy conditions and ½ day for a utility interruption.

If you have any questions or need further information, please feel free to contact me at any time.

Sincerely,

John J. Will
Project Manager

LINAWEAVER CONSTRUCTION, INC.

719 E. GILMAN RD. LANSING KS 66043

(913) 351-3474 FAX (913) 351-2749

June 30, 2016

John W. Brann III, P.E., R.L.S.
Ponzer-Youngquist

Re: Nichols Race Street Stormwater Improvements
Pig existing line Change Order Request

Dear Mr. Brann,

As per request, here is the price to pig the existing water main. The price includes all materials, equipment and labor. We will use a swab pig and a steel brush pig.

Dig up and Cut water main

PC88 - 2 hrs @ \$150.00 per hr = \$300.00

Labor - 4 hrs @ \$50.00 per hr = \$200.00

Re-make the existing blow off to 8 inch

PC88 - 1 hr @ \$150.00 per hr = \$150.00

Labor - 4 hrs @ \$50.00 per hr = \$200.00

Reconnection

PC88 - 2 hrs @ \$150.00 per hr = \$300.00

Labor - 4 hrs @ \$50.00 per hr = \$200.00

Chlorination - 18 hrs @ \$50.00 per hr = \$900.00

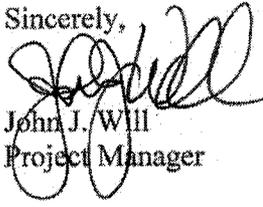
All materials; pipe, bends, megalugs, pigs

Lump Sum = \$750.00

Total = \$3900

If you have any questions or need further information, please feel free to contact us at any time.

Sincerely,


John J. Will
Project Manager

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2016-07-14 PRESENTED: July 14, 2016

Be it ordered by the Governing Body of the City of Spring Hill that the above dated order is and shall be approved and all claims honored and paid by the City Clerk.

Section 1:

Claims paid prior to approval of the City Council as authorized by Ordinance 2001-08:

Accounts Payable:	\$327,540.14
Payroll:	\$79,206.57
	\$406,746.71

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<hr/>
	\$0.00

Total amount of the Appropriation Order: \$406,746.71

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1240	6/8/2016	5 STAR PUMP & CONTROL EQUIPMENT MAINTENANCE	20-14-7670	\$ 473.45	78264	7/5/2016
1242	6/13/2016	EQUIPMENT MAINTENANCE	25-15-7670	\$ 3,815.00	78264	7/5/2016
		5 STAR PUMP & CONTROL		\$ 4,288.45		
11078570	5/26/2016	ACTIVE NETWORK, INC POOLHOUSE SUPPLIES	01-12-6110	\$ 165.00	78265	7/5/2016
		ACTIVE NETWORK, INC		\$ 165.00		
PR20160617	6/17/2016	AETNA AETNA-457 PLAN	01-00-2035	\$ 257.50	1283411	6/24/2016 E
PR20160617	6/17/2016	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283411	6/24/2016 E
PR20160617	6/17/2016	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283411	6/24/2016 E
		AETNA		\$ 327.50		
161606	6/16/2016	ANTWONE SMOOT MILEAGE REFUND	01-11-6050	\$ 45.46	78266	7/5/2016
		ANTWONE SMOOT		\$ 45.46		
8001583534	6/8/2016	APAC INC. STREET MATERIALS	10-02-6330	\$ 251.74	78267	7/5/2016
		APAC INC.		\$ 251.74		
160206	6/2/2016	BMI DUES/LICENSING	01-12-7630	\$ 302.40	78268	7/5/2016
		BMI		\$ 302.40		
627	6/15/2016	BOTTARO, MOREFIELD, KUBIN LEGAL SERVICES	01-09-7710	\$ 413.00	78269	7/5/2016
		BOTTARO, MOREFIELD, KUBI		\$ 413.00		
161506	6/15/2016	BRUCE HEDRICK LEGAL SERVICE	01-06-7710	\$ 100.00	78270	7/5/2016
		BRUCE HEDRICK		\$ 100.00		
2702	6/21/2016	CINDY CHADWICK DEPOSIT REFUND	01-00-2050	\$ 50.00	78271	7/5/2016
		CINDY CHADWICK		\$ 50.00		
5005402624	6/21/2016	CINTAS FIRST AID & SAFETY FIRST AID SUPPLIES	01-02-6090	\$ 119.75	78272	7/5/2016
5005402624	6/21/2016	FIRST AID SUPPLIES	20-14-6090	\$ 28.82	78272	7/5/2016
5005402624	6/21/2016	FIRST AID SUPPLIES	25-15-6090	\$ 28.83	78272	7/5/2016
		CINTAS FIRST AID & SAFET		\$ 177.40		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		CITY OF SPRING HILL				
162606	6/26/2016	REFUSE	01-02-7628	\$ 106.49	78273	7/5/2016
162606	6/26/2016	REFUSE	01-04-7628	\$ 94.48	78273	7/5/2016
162606	6/26/2016	REFUSE	01-17-7628	\$ 188.96	78273	7/5/2016
162606	6/26/2016	REFUSE	20-14-7628	\$ 58.44	78273	7/5/2016
162606	6/26/2016	REFUSE	01-05-7628	\$ 82.46	78273	7/5/2016
162606	6/26/2016	REFUSE	01-12-7628	\$ 139.25	78273	7/5/2016

		CITY OF SPRING HILL		\$ 670.08		
		COMFORT DESIGNS HEATING				
606010846	6/2/2016	BUILDING MAINTENANCE	01-17-6160	\$ 284.42	78274	7/5/2016
606131616	6/14/2016	BUILDING MAINTENANCE	01-17-6160	\$ 89.00	78274	7/5/2016

		COMFORT DESIGNS HEATING		\$ 373.42		
		COMMERCIAL AQUATIC SERV.				
24839-1	6/3/2016	POOL CHEMICALS	01-12-6130	\$ 720.02	78275	7/5/2016
24885-1	6/3/2016	POOL CHEMICALS	01-12-6130	\$ 619.08	78275	7/5/2016
24886-1	6/3/2016	POOL CHEMICALS	01-12-6130	\$ 2,096.08	78275	7/5/2016
25040-1	6/15/2016	POOL CHEMICALS	01-12-6130	\$ 4,192.17	78275	7/5/2016

		COMMERCIAL AQUATIC SERV.		\$ 7,627.35		
		DEERE & COMPANY				
115295634	5/18/2016	EQUIPMENT FOR PARKS DIVI	86-00-8110	\$ 15,128.74	78276	7/5/2016

		DEERE & COMPANY		\$ 15,128.74		
		EDWARDS CHEMICALS, INC.				
34226	6/10/2016	POOL CHEMICALS	01-12-6130	\$ 691.15	78277	7/5/2016

		EDWARDS CHEMICALS, INC.		\$ 691.15		
		EVCO WHOLESALE FOOD CORP				
138833	6/3/2016	POOL CONCESSION SNACKS	01-12-6120	\$ 1,119.38	78278	7/5/2016
140212	6/10/2016	POOL CONCESSIONS	01-12-6120	\$ 2,572.42	78278	7/5/2016
141781	6/17/2016	POOL CONCESSIONS	01-12-6120	\$ 1,361.88	78278	7/5/2016
143179	6/24/2016	POOL CONCESSION SNACKS	01-12-6120	\$ 586.20	78278	7/5/2016

		EVCO WHOLESALE FOOD CORP		\$ 5,639.88		
		FAMILY EYE CARE				
35536	6/15/2016	BENEFITS	01-05-5120	\$ 40.00	78279	7/5/2016

		FAMILY EYE CARE		\$ 40.00		
		FARMERS UNION CO-OPERATIV				
145369	6/9/2016	COURTYARD SUPPLIES	31-31-8500	\$ 37.50	78280	7/5/2016

		FARMERS UNION CO-OPERATI		\$ 37.50		
		FIVE STAR TRUCKING, LLC				
6385	5/31/2016	COMMUNITY FISHERY ASSIST	11-03-6340	\$ 379.13	78281	7/5/2016

		FIVE STAR TRUCKING, LLC		\$ 379.13		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
315026-PA	6/22/2016	GERKEN RENT-ALL PORTABLE RESTROOM	01-03-7240	\$ 110.00	78282	7/5/2016
315027-PA	6/22/2016	PORTABLE RESTROOM	01-03-7240	\$ 110.00	78282	7/5/2016
		GERKEN RENT-ALL		\$ 220.00		
615565	6/10/2016	GRASS PAD, INC. PARK SUPPLIES/MATERIALS	01-03-6330	\$ 42.45	78283	7/5/2016
615566	6/10/2016	PARKS SUPPLIES/MATERIALS	01-03-6330	\$ 80.55	78283	7/5/2016
		GRASS PAD, INC.		\$ 123.00		
2604	6/19/2016	GRETA KENNER DEPOSIT REFUND	01-00-2050	\$ 50.00	78284	7/5/2016
		GRETA KENNER		\$ 50.00		
51548	6/13/2016	H.E.R.S. INC EQUIPMENT MAINTENANCE	01-02-7670	\$ 25.10	78285	7/5/2016
51562	6/14/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 486.75	78285	7/5/2016
		H.E.R.S. INC		\$ 511.85		
952135-000	6/3/2016	INDUSTRIAL SALES COMPANY EQUIPMENT	20-14-6360	\$ 308.75	78286	7/5/2016
		INDUSTRIAL SALES COMPANY		\$ 308.75		
PR20160617	6/17/2016	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 23,574.22	1283410	6/24/2016 E
PR20160617	6/17/2016	FED/FICA TAX	20-00-2020	\$ 1,191.85	1283410	6/24/2016 E
PR20160617	6/17/2016	FED/FICA TAX	25-00-2020	\$ 1,259.19	1283410	6/24/2016 E
		INTERNAL REVENUE SERVICE		\$ 26,025.26		
2509	6/18/2016	JERRY STRAUSBAUGH DEPOSIT REFUND	01-00-2050	\$ 50.00	78287	7/5/2016
		JERRY STRAUSBAUGH		\$ 50.00		
163006	6/26/2016	JOHNSON CO RFD#2 JOCO FIRE DISTRICT SERVI	03-00-7210	\$ 140,658.75	78288	7/5/2016
		JOHNSON CO RFD#2		\$ 140,658.75		
188017	6/14/2016	JOHNSON COUNTY AGGREGATES STREET MATERIALS	10-02-6330	\$ 2,499.93	78289	7/5/2016
188018	6/14/2016	STREET MATERIALS	10-02-6330	\$ 2,490.88	78289	7/5/2016
		JOHNSON COUNTY AGGREGATE		\$ 4,990.81		
191347	6/7/2016	JOHNSON COUNTY TOPSOIL TOPSOIL	31-31-8500	\$ 354.00	78290	7/5/2016
191366	6/8/2016	TOPSOIL	31-31-8500	\$ 556.00	78290	7/5/2016
191428	6/9/2016	TOPSOIL	31-31-8500	\$ 202.00	78290	7/5/2016
		JOHNSON COUNTY TOPSOIL		\$ 1,112.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		KA-COMM, INC.				
139901	6/10/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 115.40	78291	7/5/2016
140053	6/17/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 350.00	78291	7/5/2016
140054	6/17/2016	EQUIPMENT MAINTENANCE	01-05-7670	\$ 104.18	78291	7/5/2016

		KA-COMM, INC.		\$ 569.58		
		KANSAS ASSOC OF COURT MNG				
163006	6/30/2016	TRAINING	01-06-7640	\$ 65.00	78292	7/5/2016

		KANSAS ASSOC OF COURT MN		\$ 65.00		
		KANSAS PAYMENT CNTR				
PR20160617	6/17/2016	CHILD SUPPORT 1	01-00-2040	\$ 158.31	78263	6/24/2016

		KANSAS PAYMENT CNTR		\$ 158.31		
		KATHLEEN NAVRATIL				
2686	6/17/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78293	7/5/2016

		KATHLEEN NAVRATIL		\$ 75.00		
		KCP&L (STREET LIGHTS)				
MS-001736	5/23/2016	ELECTRICITY	01-02-7626	\$ 8,218.48	78294	7/5/2016

		KCP&L (STREET LIGHTS)		\$ 8,218.48		
		KERRY'S KENNELS				
20160607	6/7/2016	KENNEL CHARGES	01-18-7110	\$ 180.00	78295	7/5/2016

		KERRY'S KENNELS		\$ 180.00		
		KP&F				
PR20160617	6/17/2016	KP&F	01-00-2030	\$ 6,479.09	1283412	6/24/2016 E

		KP&F		\$ 6,479.09		
		KPERS				
PR20160617	6/17/2016	KPERS TIER 1	01-00-2030	\$ 3,978.76	1283409	6/24/2016 E
PR20160617	6/17/2016	KPERS TIER 1	20-00-2030	\$ 565.49	1283409	6/24/2016 E
PR20160617	6/17/2016	KPERS TIER 1	25-00-2030	\$ 356.93	1283409	6/24/2016 E
PR20160617	6/17/2016	KPERS post 7/09	01-00-2030	\$ 2,756.13	1283409	6/24/2016 E
PR20160617	6/17/2016	KPERS post 7/09	25-00-2030	\$ 696.12	1283409	6/24/2016 E
PR20160617	6/17/2016	KPERS TIER 3	01-00-2030	\$ 798.00	1283409	6/24/2016 E
PR20160617	6/17/2016	KPERS D&D	25-00-2030	\$ 165.89	1283409	6/24/2016 E

		KPERS		\$ 9,317.32		
		KS WITHHOLDING TAX				
PR20160617	6/17/2016	STATE TAX	01-00-2020	\$ 2,832.98	1283408	6/24/2016 E
PR20160617	6/17/2016	STATE TAX	20-00-2020	\$ 163.28	1283408	6/24/2016 E
PR20160617	6/17/2016	STATE TAX	25-00-2020	\$ 139.65	1283408	6/24/2016 E

		KS WITHHOLDING TAX		\$ 3,135.91		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
61716	6/17/2016	LAMBIE CUSTOM HOMES LINE REPLACEMENT	25-15-7280	\$ 12,338.00	78296	7/5/2016
		LAMBIE CUSTOM HOMES		----- \$ 12,338.00		
163105	5/31/2016	LINAWEAVER CONSTRUCTION CONSTRUCTION	76-00-7760	\$ 66,434.40	78297	7/5/2016
		LINAWEAVER CONSTRUCTION		----- \$ 66,434.40		
160107	7/1/2016	METLIFE SMALL BUSINESS CE BENEFITS	01-06-5120	\$ 11.10	78298	7/5/2016
160107	7/1/2016	BENEFITS	01-05-5120	\$ 123.84	78298	7/5/2016
160107	7/1/2016	BENEFITS	01-02-5120	\$ 45.56	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	20-14-5120	\$ 34.46	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	01-03-5120	\$ 34.46	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	01-11-5120	\$ 33.30	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	01-08-5120	\$ 11.68	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	01-01-5120	\$ 33.30	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	01-13-5120	\$ 22.20	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	01-16-5120	\$ 35.04	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	25-15-5120	\$ 33.88	78298	7/5/2016
160107	7/1/2016	METLIFE PREM Jul-16	01-17-5120	\$ 11.68	78298	7/5/2016
		METLIFE SMALL BUSINESS C		----- \$ 430.50		
315577	5/18/2016	NAPA SPRING HILL, LLC VEHICLE MAINTENANCE	01-02-6150	\$ 27.98	78299	7/5/2016
316508	6/14/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 63.88	78299	7/5/2016
		NAPA SPRING HILL, LLC		----- \$ 91.86		
100045001	6/16/2016	NAVRAT'S OFFICE PRODUCTS OFFICE EQUIPMENT	01-01-8110	\$ 350.00	78300	7/5/2016
		NAVRAT'S OFFICE PRODUCTS		----- \$ 350.00		
32640	6/14/2016	O'DONNELL AND SONS CONSTR STREET MATERIALS	10-02-6330	\$ 265.12	78301	7/5/2016
		O'DONNELL AND SONS CONST		----- \$ 265.12		
255701	6/10/2016	OLATHE FORD PARKS F-150 TRUCK	86-00-8110	\$ 25,851.00	78302	7/5/2016
		OLATHE FORD		----- \$ 25,851.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1660005901	6/13/2016	PACE ANALYTICAL SERVICES, LAB ANALYSIS	25-15-7250	\$ 490.00	78303	7/5/2016
		PACE ANALYTICAL SERVICES		\$ 490.00		
19792	6/23/2016	PAULA ANDREA MORENO-RODRIGU COURT BOND	EZ 01-00-2200	\$ 750.00	78304	7/5/2016
		PAULA ANDREA MORENO-RODR		\$ 750.00		
25500571	6/2/2016	PAVING MAINTENANCE SUPPLY STREET MATERIALS	10-02-6330	\$ 1,283.45	78305	7/5/2016
25500579	6/3/2016	EQUIPMENT MAINTENANCE	01-02-7670	\$ 65.00	78305	7/5/2016
25500672	6/15/2016	EQUIPMENT	86-00-8110	\$ 3,000.00	78305	7/5/2016
		PAVING MAINTENANCE SUPPL		\$ 4,348.45		
73356465	5/31/2016	PRAXAIR DISTRIBUTION INC. EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 79.88	78306	7/5/2016
		PRAXAIR DISTRIBUTION INC		\$ 79.88		
161406	6/14/2016	PRICE CHOPPER CONCESSION SNACKS	01-12-6120	\$ 128.73	78307	7/5/2016
		PRICE CHOPPER		\$ 128.73		
4563	6/26/2016	PRO-VISION EQUIPMENT MAINT.	01-05-7670	\$ 1,038.00	78308	7/5/2016
		PRO-VISION		\$ 1,038.00		
6626284	6/14/2016	QUILL OFFICE SUPPLIES	01-05-6110	\$ 74.97	78309	7/5/2016
6651522	6/15/2016	OFFICE SUPPLIES	01-05-6110	\$ 29.97	78309	7/5/2016
		QUILL		\$ 104.94		
2682	6/18/2016	REBECCA LADING DEPOSIT REFUND	01-00-2050	\$ 75.00	78310	7/5/2016
		REBECCA LADING		\$ 75.00		
48893	6/14/2016	REJIS COMMISSION MEMBERSHIP DUES	01-05-7630	\$ 39.86	78311	7/5/2016
		REJIS COMMISSION		\$ 39.86		
160906	6/9/2016	RURAL WATER DISTRICT #2 M WATER PURCHASES	20-14-7200	\$ 24.86	78312	7/5/2016
		RURAL WATER DISTRICT #2		\$ 24.86		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
4948506	6/8/2016	SERVPRO OF OLATHE/LENEXA 83 CH BUILDING IMPROVMENTS DUCT CLEANING	73 31-31-8500	\$ 31,626.00	78313	7/5/2016
		SERVPRO OF OLATHE/LENEXA		----- \$ 31,626.00		
259331	6/21/2016	SIRCHIE FINGER PRINT LAB. POLICE MISCELLANEOUS	01-05-6090	\$ 78.53	78314	7/5/2016
		SIRCHIE FINGER PRINT LAB		----- \$ 78.53		
2016-307	6/21/2016	SPRING HILL CHAMBER MISCELLANEOUS	01-09-6090	\$ 920.47	78315	7/5/2016
		SPRING HILL CHAMBER		----- \$ 920.47		
INV420721	5/25/2016	THE LIFEGUARD STORE, INC UNIFORMS	01-12-7680	\$ 325.00	78316	7/5/2016
		THE LIFEGUARD STORE, INC		----- \$ 325.00		
		***** REPORT TOTAL *****		----- \$ 384,747.91		

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY

SUBMITTED BY: JIM HENDERSHOT, COMMUNITY DEVELOPMENT DIRECTOR

MEETING DATE: JULY 14, 2016

DATE: JULY 7, 2016

Formal Action: Ordinance No. 2016-08 vacating a portion of Nichols Street adjacent to 102 E. Nichols St.

Issue: Consider a request from Gionelli Pourleamar, owner of 102 E. Nichols St., to vacate city right-of-way adjacent to the east property line of this property.

Background: The property located at 102 E. Nichols is under contract for sale and the current owner and purchaser desire the right-of-way be vacated to enlarge the property for parking.

Analysis: Attached to this agenda review sheet you will an aerial photo of the area and a letter requesting the vacation of a portion of Nichols Street. Staff has distributed this request to the City Engineer and Public Works staff for comment on the request. All responses indicated no negative issues are anticipated with the request. The attached ordinance vacates that portion of Nichols Street lying east of 102 E. Nichols and west of 112 E. Nichols while retaining a utility easement on the property. Notification of the request was sent to adjoining property owners with no comments, questions or concerns received to date. Ownership of the vacated right-of-way will be distributed among adjacent property owners and prescribed by Kansas Statute.

Alternatives: Approval, denial, refer back to staff.

Legal Review: City Attorney Frank Jenkins provided the ordinance for consideration.

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

Recommendation: Staff recommends adoption of Ordinance 2016-08.

Attachments: Draft Ordinance
Area map
Letter requesting vacation of Nichols St.
Property survey

ORDINANCE NO. 2016-08

**AN ORDINANCE VACATING A PORTION OF NICHOLS STREET,
SPRING HILL, KANSAS.**

WHEREAS, the Governing Body has received a petition from abutting landowner(s) requesting the vacation of a portion of Nichols Street, City of Spring Hill, Kansas;

WHEREAS, the City finds and determines that the described portion of Nichols Street is street right-of-way that was acquired by prescription; and

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

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

SECTION ONE: The street, described in Exhibit “A” attached hereto and incorporated herein by reference, is hereby vacated pursuant to Charter Ordinance No. 31, excepting that the City retains and reserves a public utility easement over said real property.

SECTION TWO: The City of Spring Hill, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, re-enter or permit a public utility to re-enter that portion of said tract of land reserved as a public utility easement to locate, construct, maintain and use conduits, water, gas, electricity, sewer pipes, poles, wires, facilities, ducts and cables upon, over and under said area together with the necessary appurtenances thereto, together with the right of ingress and egress.

SECTION THREE: Pursuant to Charter Ordinance No. 31, the vacated real property shall revert to the owners of real estate thereto adjacent on each side of said street or alley, in proportion to the frontage of such real estate, except in the case where such street or alley shall have been taken or appropriated to public use in a different proportion, in which case it shall revert to adjacent lots of real estate in proportion as it was taken from said owners.

SECTION FOUR: Immediately after publication of this ordinance, the clerk of the city shall file a copy thereof which has been certified by her as a true and correct copy in the office of the county clerk and in the office of the register of deeds and the county clerk shall enter the same in the transfer records of her or her office and the register of deeds shall record the same in the deed records of the county and no fees shall be charged by the County Clerk or Register of Deeds for such entering or recording.

SECTION FIVE: Effective Date. 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 _____ day of _____, 2016.

APPROVED by the Mayor this _____ day of _____, 2016.

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

Exhibit "A"

LEGAL DESCRIPTION:

All that part of the Southeast ¼ of Section 14, Township 15 South, Range 23 East, Johnson County, Kansas described as follows: Beginning at the Southwest corner of Lot 16, Dwyer's First Addition to the City of Spring Hill, Johnson County, Kansas; thence S87°52'19"W, along the Northerly right of way of Nichols Street, a distance of 46.42 feet, to the Southeast corner of Lot 83 City of Spring Hill, Also being on the West line of said Southeast Quarter; thence N2°24'21"W, along the East line of said Lot 83, Also along the West line of said Southeast Quarter, a distance of 165.01 feet, to a point 524.21 feet South of the Northwest corner of the Southeast Quarter of said Section 14; thence N87°52'19"E, a distance of 45.20 feet, to the Northwest corner of Lot 16 Dwyer's First Addition; thence S2°49'42"E, a distance of 165.01 feet, to the Point of Beginning, Containing 0.17 Acres, more or less.

Lifespring Church

Approximate
area of right-of-way
vacation request.
See attached
survey and legal
description

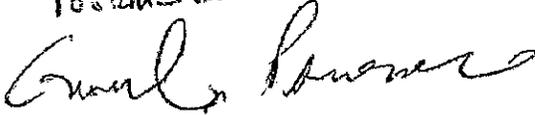
Methodist Church

GOO

I, Gionelli M. Pourleamar, own the property at 102 E. Nichols Street, Spring Hill, Ks. I have reached an agreement with Matthew J. Kelly to sell him the property. We are asking the City of Spring Hill to vacate ownership of the Right of way between this property and the Spring Hill United Methodist Church located at 112 E. Nichols Street.

Thank you,

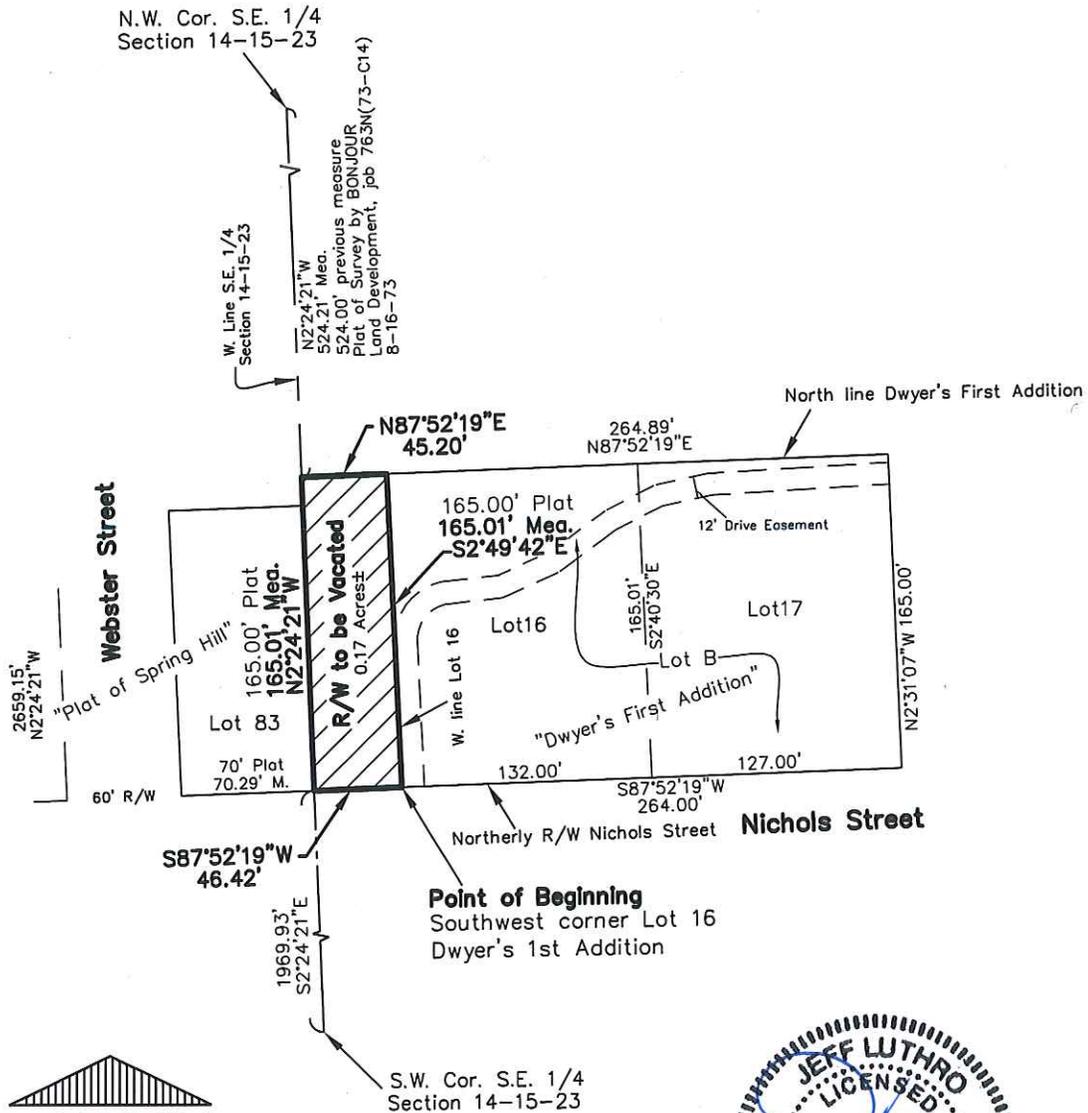
Gionelli M. Pourleamar

Pourleamar


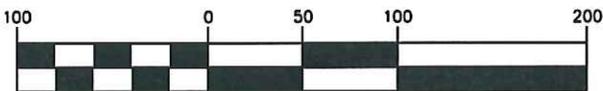
Mathew J. Kelly



EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

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

PREPARED FOR CROWN REALTY
PREPARED JUNE 14th, 2016

C/31583-dwyer'sdeedroadvac'd



Note:
NO TITLE INFORMATION PROVIDED
NO EASEMENTS SHOWN IF ANY

DESCRIPTION:

All that part of the Southeast $\frac{1}{4}$ of Section 14, Township 15 South, Range 23 East, Johnson County, Kansas, described as follows; Beginning at the Southwest corner of Lot 16, Dwyer's First Addition to the City of Spring Hill, Johnson County, Kansas; thence S87°52'19"W, along the Northerly right of way of Nichols Street, a distance of 46.42 feet, to the Southeast corner of Lot 83 City of Spring Hill, Also being on the West line of said Southeast Quarter; thence N2°24'21"W, along the East line of said Lot 83, Also along the West line of said Southeast Quarter, a distance of 165.01 feet, to a point 524.21 feet South of the Northwest corner of the Southeast Quarter of said Section 14; thence N87°52'19"E, a distance of 45.20 feet, to the Northwest corner of Lot 16 Dwyer's First Addition; thence S2°49'42"E, a distance of 165.01 feet, to the Point of Beginning, Containing 0.17 Acres, more or less.



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS
122 N. WATER STREET 14 W. PEORIA
OLATHE, KANSAS 66061 PAOLA, KANSAS 66071
PHONE: (913) 764-1076 PHONE: (913) 557-1076
FAX: (913) 764-8635 FAX: (913) 557-6904

PREPARED FOR CROWN REALTY
PREPARED JUNE 14th, 2016

C/31583-dwyer'sdeedroadvac'd

AGENDA ITEM REVIEW SHEET (REVISED)

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

Formal Action

Issue: Resolution 2016-R-19 authorizing issuance and delivery of general obligation renewal temporary notes, series 2016A

Background/Analysis: The City has previously issued its general obligation temporary notes, series 2014A, in the aggregate principal amount of \$630,000 to provide interim financing for the storm drainage improvements and sewer improvements. Upon maturity of the existing notes, the City will use available funds to pay the portion of the existing notes which financed the storm drainage improvements. The sewer improvements will continue to be temporarily financed by issue 2016A, in the amount of \$386,500, until permanent financing can be issued later this year.

Approval of this resolution authorizes the Note Purchase Agreement (attachment 2) and execution of a Placement Agent Engagement letter with Robert W Baird & Co. Incorporated (attachment 3).

Legal Review (Revised): Resolution and purchase agreement were prepared by Kutak Rock, the City's bond counsel. The changes to the engagement letter proposed by our City Attorney have been accepted by Baird and are included in the form of an addendum.

Funding Review or Budgetary Impact: Principal and interest for series 2016A will eventually become part of a permanent financing issue for this project known as Estates of Wolf Creek benefit district.

Recommended Motion:

Move to approve Resolution 2016-R-19 authorizing the issuance and delivery \$386,500 principal amount of general obligation renewal temporary notes, series 2016A, of the City of Spring Hill, Kansas, for the purpose of renewing the City's existing general obligation temporary notes, Series 2014A.

Attachments:

1. Resolution 2016-R-19
2. Note purchase agreement
3. Placement agent engagement letter

RESOLUTION NO. 2016-R-19

A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF \$386,500 PRINCIPAL AMOUNT OF GENERAL OBLIGATION RENEWAL TEMPORARY NOTES, SERIES 2016A, OF THE CITY OF SPRING HILL, KANSAS, FOR THE PURPOSE OF RENEWING THE CITY'S EXISTING GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2014A.

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, K.S.A. 12-631r and 12-631s, and K.S.A. 10-123, all as amended, and all other provisions of the laws of the state of Kansas (the "State"), by proceedings and other actions legally taken, the city of Spring Hill, Kansas (the "City"), has constructed certain storm drainage and related improvements (the "Storm Drainage Improvements") and certain sewer and related improvements (the "Sewer Improvements") at a total estimated cost of approximately \$640,000, including estimated costs of issuing notes; and

WHEREAS, the estimated cost of the Sewer Improvements, including estimated costs of issuing notes, is not less than \$386,500; and

WHEREAS, the cost of the Storm Drainage Improvements and the Sewer Improvements has been paid in part by the issuance of general obligation notes of the City in the manner provided by law; and

WHEREAS, the City has previously issued its General Obligation Temporary Notes, Series 2014A, in the aggregate principal amount of \$630,000, dated December 9, 2014 (the "Existing Notes") to provide interim financing for the Storm Drainage Improvements and the Sewer Improvements; and

WHEREAS, upon the maturity of the Existing Notes, the City will use available funds to pay the portion of the Existing Notes which financed the Storm Drainage Improvements; and

WHEREAS, permanent financing of the Sewer Improvements has been prevented, hindered and delayed, and cannot be completed prior to maturity of the Existing Notes, and it is desirable and in the interest of the City that funds be raised by the issuance of renewal temporary notes of the City (the "Notes", as further defined below) to finance the Sewer Improvements, the Notes to be issued by the City pursuant to K.S.A. 10-123; and

WHEREAS, the Notes are not part of an offering of municipal securities with an aggregate principal amount of \$1,000,000 or more and are accordingly exempt from disclosure under paragraph (a) of the Securities and Exchange Commission Rule 15c2-12;

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

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms.

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

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

“Authorized Denominations” means the aggregate principal amount of the Notes and any lesser amount as reduced by redemption of the Notes provided such redemptions shall be in the amount of \$5,000 or any integral multiple thereof.

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

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

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

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

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

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

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

“Costs of Issuance” means all costs of issuing the Notes, including, but not limited to, all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the financial advisor, the placement agent, the Original Purchaser, all fees of the Attorney General of the State, and any accounting expenses incurred in connection with determining yield on the Notes, or investment of the proceeds of the Notes.

“Existing Notes” means the Existing Notes described in the recitals to this Resolution.

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

“Interest Payment Dates” means February 1 and August 1 of each year, commencing February 1, 2017, and ending on the maturity date of the Notes or such other time as the Notes are paid or provision for the payment is made.

“Letter of Instructions” means the arbitrage letter of instructions (dated as of the date of issuance of the Notes) relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

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

“Note Purchase Agreement” means the Note Purchase Agreement between the City and the Original Purchaser wherein the Original Purchaser agrees to purchase the Notes and the City agrees to sell the Notes pursuant to the terms set forth therein.

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

“Notes” means the General Obligation Renewal Temporary Notes, Series 2016A, authorized by the Resolution in the aggregate principal amount of \$386,500, and dated July 28, 2016.

“Original Purchaser” has the meaning set forth on the attached *Exhibit B*.

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

- A. Notes canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;
- B. Notes for the payment or redemption of which monies or investments have been deposited in accordance with this Resolution; and
- C. Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

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

“Paying Agent” means the Treasurer of the State of Kansas.

“Placement Agent” means Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin.

“Principal and Interest Account” means the Principal and Interest Account for the city of Spring Hill, Kansas, General Obligation Renewal Temporary Notes, Series 2016A, created within the City’s Bond and Interest Fund.

“Principal Payment Date” means August 1, 2017, or until such time as the aggregate principal amount of the Notes has been paid or provision is made for payment.

“Purchase Price” has the meaning set forth on the attached *Exhibit B*.

“**Rebate Fund**” means the Rebate Fund for the city of Spring Hill, Kansas, General Obligation Renewal Temporary Notes, Series 2016A, created by this Resolution.

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

“**Redemption Fund**” means the Redemption Fund for the city of Spring Hill, Kansas, General Obligation Renewal Temporary Notes, Series 2016A, created by this Resolution.

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

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

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

ARTICLE II AUTHORIZATION OF THE NOTES

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

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

Section 202. Description of the Notes. The Notes will be issued in the form of a fully registered single note in the denomination of \$386,500, and shall be numbered in such manner as the Note Registrar determines. The Notes will be dated July 28, 2016, bear interest at the rate set forth on the attached *Exhibit B* until paid and become due on the Principal Payment Date.

Interest on the Notes at the rates stated above (computed on the basis of a 360-day year of twelve 30-day months) shall be payable on the Interest Payment Dates to the Owners of the Notes whose names appear on the books maintained by the Note Registrar at the close of business on the Record Dates.

Section 203. Designation of Paying Agent and Note Registrar. The Treasurer of the State, Topeka, Kansas is designated as the Paying Agent and Note Registrar for the Notes. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Note Registrar and Paying Agent for the Notes.

Section 204. Method and Place of Payment of the Notes. The principal of, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America.

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

- A. by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register; or
- B. at such other address as is furnished to the Paying Agent in writing by such Owner.

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

Section 205. Method of Execution and Authentication of the Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Notes. The Notes will be registered in the office of the City Clerk, evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed to or imprinted on the Notes. The Notes shall also be registered in the office of the State Treasurer, evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed to or imprinted on the Notes. The Notes will be countersigned by the manual or facsimile signature of the City Clerk and the seal of the City is to be affixed or imprinted adjacent to the signature following registration of the Notes by the State Treasurer. In the event any of the above-mentioned officers cease to hold their offices before the Notes are issued and delivered, the Notes may be issued and transferred to other Owners as though the officers had not ceased to hold office, and the signatures appearing on the Notes will be valid and sufficient for all purposes as if they had remained in office until the issuance or transfer.

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

Section 206. Registration, Transfer and Exchange of Notes. As long as the Notes remain Outstanding, the City will instruct the Note Registrar to keep the books for the registration and transfer of the Notes as provided in the Resolution.

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

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

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

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

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

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

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

Section 207. Surrender and Cancellation of Notes. Whenever any Outstanding Notes are delivered to the Note Registrar for cancellation pursuant to the Resolution, upon payment of the principal amount of and interest on the Note or replacement pursuant to the Resolution, the Note shall be canceled by the Note Registrar and returned to the City Clerk.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City may execute and the Note Registrar may authenticate a new Note of like date, maturity, denomination and interest rate; provided, that in the case of any mutilated Note, the mutilated Note shall first be surrendered to the City or the Note Registrar, and, in the case of any lost, stolen or destroyed Note there will first be furnished to the Note Registrar's and the City's satisfaction evidence of such loss, theft or destruction together with an indemnity. In the event any such Note shall have matured, instead of issuing a duplicate Note, the City and Note Registrar may pay the same without surrender of the Note. The City and Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with replacing any Note or Notes mutilated, stolen, lost or destroyed.

Section 209. Execution and Delivery of the Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Notes in the manner specified above, and to cause the Notes to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Notes to the Original Purchaser, upon receipt by the City of the Purchase Price.

Section 210. Form of the Notes. The Notes shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive.

ARTICLE III REDEMPTION OF THE NOTES

Section 301. Optional Redemption. At the option of the City, Notes may be called for redemption and payment prior to maturity on or after October 1, 2016, in whole or in part, at the redemption price of 100% (expressed as a percentage of the principal amount), plus interest accrued thereon to the date of redemption.

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

If it is determined that less than all of the face value represented by the Notes is selected for redemption, then upon notice of intention to redeem an Authorized Denomination, the Owner or the Owner's authorized agent shall present and surrender the Note to the Note Registrar: (i) for payment of the redemption price (including the redemption, if any, and interest to the date fixed for redemption) of the Authorized Denomination of face value called for redemption; and (ii) for exchange, without charge to the Owner of the Note, for a new Note of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any Note fails to present the Note as described above, the Note will, nevertheless, become due and payable on the redemption date to the extent of the amount called for redemption.

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

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

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

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

ARTICLE IV ESTABLISHMENT OF FUNDS AND ACCOUNTS

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

- A. Redemption Fund for the city of Spring Hill, Kansas, General Obligation Renewal Temporary Notes, Series 2016A; and
- B. Principal and Interest Account for the city of Spring Hill, Kansas, General Obligation Renewal Temporary Notes, Series 2016A; and
- C. Rebate Fund for the city of Spring Hill, Kansas, General Obligation Renewal Temporary Notes, Series 2016A.

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

ARTICLE V APPLICATION OF NOTE PROCEEDS

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

- A. In the Principal and Interest Account, a sum equal to the accrued interest, if any, and any premium set forth on the attached *Exhibit B*. Moneys in the Principal and Interest Account will be used exclusively for the payment of the principal of, premium, if any, and interest on the Notes and for the payment of Paying Agent fees.
- B. The City will deposit the balance of the proceeds of the Notes immediately upon receipt into the Redemption Fund, which will be used solely for the purpose of paying the Authorized Costs of the Improvements.

Section 502. Withdrawals from the Redemption Fund. The City Treasurer shall make withdrawals from the Redemption Fund solely for the purpose of paying the Authorized Costs of the Improvements, including the cost of refunding the Existing Notes issued to provide interim financing for the Improvements.

Section 503. Surplus in the Redemption Fund. All moneys remaining in the Redemption Fund on the day which is six months after the date of issuance of the Notes shall be transferred immediately to the Principal and Interest Account and applied to the principal due on the Notes.

Section 504. Substitution of Improvements. If the City is prevented, hindered or delayed from proceeding with the acquisition or construction of the improvements as listed in Section 101 of this Resolution, the City may elect to substitute or add other improvements pursuant to this Section (the "Substitute Improvement") provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the City in accordance with the laws of the State, (2) a resolution or ordinance authorizing the use of the Substitute Improvement has been duly adopted by the governing body of the City, (3) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Notes to include the Substitute Improvements and (4) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Notes to pay the Authorized Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvement has been duly authorized pursuant to this Section and the laws of the State.

ARTICLE VI PAYMENT OF THE NOTES

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

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

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

**ARTICLE VII
DEPOSITS AND INVESTMENT OF FUNDS**

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

Section 702. Investments. Moneys held in the funds and accounts created or established by this Resolution in conjunction with the issuance of the Notes may be invested by the City in Authorized Investments in the amounts and maturing at the times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose the fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of Instructions) accrue to and become a part of the fund or account. In determining the amount held in any fund or account under the provisions of the Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 703. Deposits into and Application of Moneys in the Rebate Fund.

A. Amounts will be deposited in the Rebate Fund as required by the Letter of Instructions. Subject to the transfer provisions provided in subsection (d) below, all money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the federal government of the United States of America, and neither the City nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by the preceding Section and by the Letter of Instructions (which is incorporated by reference).

B. Pursuant to the Letter of Instructions, an amount shall be deposited to the Rebate Fund from moneys contributed by the City or from available investment earnings on amounts held in the Principal and Interest Account or the Redemption Fund, if and to the extent required, so the balance in the Rebate Fund will be sufficient to pay the rebatable arbitrage due on each Installment Computation Date and the Final Computation Date (as the terms are defined in the Letter of Instructions). Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions.

C. Pursuant to the Letter of Instructions, the City will remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after the redemption and payment of all of the Notes and after the payment and satisfaction, or the provision for, of any rebatable arbitrage will be withdrawn and released to the City.

D. Notwithstanding any other provision of the Resolution, including in particular this Article, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section, the preceding Section and the Letter of Instructions shall survive the defeasance or payment in full of the Notes.

**ARTICLE VIII
DEFAULT AND REMEDIES**

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

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

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

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

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

Section 803. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred in this Resolution. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or impair any rights or remedies on the Note. No delay or omission of any Note Owner to exercise any right or power accruing upon any default shall impair any right or power or be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Notes by the Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy is discontinued or abandoned for any reason, or is determined adversely to the Owner, then, and in every such case, the City and the Owners of the Notes will be restored to their former positions and rights under this Resolution, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE IX AMENDMENTS

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

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

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

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

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

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

preparing the same, a certified copy of any such amendatory or supplemental resolution or of the Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE X CONTINUING DISCLOSURE

Section 1001. Exemption from SEC Rule 15c2-12. The City represents in connection with paragraph (a) of the Securities and Exchange Commission Rule 15c2-12 that the Notes are not part of an offering of municipal securities with an aggregate principal amount of \$1,000,000 or more.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1101. Tax Covenants. The City covenants and agrees that it will not take any action or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes under Section 103 of the Code. The City covenants and agrees that it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purpose for which the Notes are issued as set forth above, and that it will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City, or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the City under the Resolution, the City shall take such action as may be necessary.

Without limiting the generality of the above, the City agrees that there will be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Notes. This covenant shall survive payment in full or defeasance of the Notes. The City specifically covenants to pay or cause to be paid to the United States, at the times and in the amounts determined under this Resolution, the Rebate Amounts as described in the Letter of Instructions.

Section 11.02. Engagement Letter. The Mayor is authorized to enter into the Engagement Letter between the City and the Placement Agent in substantially the form submitted to the City Clerk concurrently with the adoption of this Resolution, under which the City agrees to engage the Placement Agent to place the notes with a purchaser, upon the terms and conditions set forth therein, with such changes as shall be approved by the Mayor, who is authorized to execute such document for and on behalf of the City, and whose signature thereon being conclusive evidence of his approval thereof.

Section 11.03. Note Purchase Agreement. The Mayor is authorized to enter into the Note Purchase Agreement between the City and the Original Purchaser in substantially the form submitted to the City Clerk concurrently with the adoption of this Resolution, under which the City agrees to sell the Notes to the Original Purchaser at the Purchase Price, upon the terms and conditions set forth therein, with such changes as shall be approved by the Mayor, who is

authorized to execute such document for and on behalf of the City, and whose signature thereon being conclusive evidence of his approval thereof.

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

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

Section 1105. Governing Law. The Resolution and the Notes will be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1106. Effective Date. This Resolution is to take effect and be in full force from and after its adoption by the governing body of the City.

[Remainder of Page Intentionally Left Blank]

ADOPTED by the Governing Body of the city of Spring Hill, Kansas on July 14, 2016.

Mayor

(Seal)

ATTEST:

City Clerk

EXHIBIT A

FORM OF NOTE

REGISTERED
NUMBER R-1

REGISTERED
\$386,500.00

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTIES OF JOHNSON AND MIAMI
CITY OF SPRING HILL
GENERAL OBLIGATION RENEWAL TEMPORARY NOTE
SERIES 2016A

Interest Rate: 1.50%	Maturity Date: August 1, 2017	Dated Date: July 28, 2016	CUSIP: _____
-------------------------	----------------------------------	------------------------------	-----------------

REGISTERED OWNER: Huntington Public Capital Corporation

Tax Identification No. 46-1371843

PRINCIPAL AMOUNT: THREE HUNDRED EIGHTY-SIX THOUSAND
FIVE HUNDRED DOLLARS and 00/100

KNOW ALL PERSONS BY THESE PRESENTS: That the city of Spring Hill, in the counties of Johnson and Miami, state of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the registered owner identified above, or registered assigns, as of the Record Dates as provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount from this date at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months) semiannually on February 1 and August 1 each year, commencing February 1, 2017 (the "Interest Payment Date") until the Principal Amount is paid, unless this Note shall have been previously called for redemption and payment as hereinafter set forth.

The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date, upon presentation and surrender of this Note at the office of the Treasurer of the state of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the "Record Dates"). Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of the owner shown on the Note Register or (b) at such other address as is furnished to the Paying Agent in writing by the owner. The principal, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America. The Notes constitute general obligations of the City payable as to both

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

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

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

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

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

CITY OF SPRING HILL, KANSAS

Mayor

(Seal)

ATTEST:

By _____
City Clerk

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

(Seal)

City Clerk

=====

=====

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Renewal Temporary Notes, Series 2016A, of the city of Spring Hill, Kansas, described in the within-mentioned Resolution.

Registration Date _____

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

By _____

Registration Number _____

=====

FURTHER TERMS AND PROVISIONS

This Note is one of an authorized series of Notes of the City designated "General Obligation Renewal Temporary Notes, Series 2016A," in an aggregate principal amount of \$386,500 (the "Notes") issued for the purposes set forth in the resolution of the City authorizing the Notes (the "Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the state of Kansas, including, but not limited to, K.S.A. 12-6a01 *et seq.* and K.S.A. 10-123, all as amended, and all other applicable provisions of the laws of the state of Kansas applicable thereto.

At the option of the City, this Note may be called for redemption and payment prior to maturity on or after October 1, 2016, in whole or in part (selection of notes to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

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

The Note is issued in fully registered form in the denomination of \$386,500. This Note may be exchanged at the office of the Note Registrar for a like aggregate principal amount of Notes of the same maturity of other Authorized Denominations upon the terms provided in the Resolution.

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

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

=====

CERTIFICATE OF CITY CLERK

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

I, the City Clerk of the city of Spring Hill, Kansas, certify that the within Note has been registered in my office according to law as of July 14, 2016.

WITNESS my hand and official seal.

City Clerk

(Seal)

=====

CERTIFICATE OF STATE TREASURER

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

WITNESS my hand and official seal.

(Seal)

RON ESTES
Treasurer of the State of Kansas

=====

=====

NOTE ASSIGNMENT

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

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

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

Dated _____.

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By _____
Title: _____

=====

EXHIBIT B

ADDITIONAL TERMS OF THE NOTES

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

“Original Purchaser” means Huntington Public Capital Corporation, Las Vegas, Nevada, the original purchaser of the Notes.

“Purchase Price” for the Notes means the par amount of the Notes plus accrued interest, if any, to the date of delivery, less the fees of the Original Purchaser and counsel to the Original Purchaser.

Interest Rate. The Notes shall bear interest at the rate of 1.50% per annum.

The amount of premium on the Notes to be deposited in the Principal and Interest Account is \$0.

NOTE PURCHASE AGREEMENT

\$386,500
SPRING HILL, KANSAS
GENERAL OBLIGATION RENEWAL TEMPORARY NOTES,
SERIES 2016A

July 14, 2016

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

Ladies and Gentlemen:

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

2. Subject to the further provisions hereof, the Purchaser agrees to purchase from the City, and the City agrees to sell and deliver to the Purchaser, all of the City’s General Obligation Renewal Temporary Notes, Series 2016A (the “Notes”), at the Purchase Price indicated on *Exhibit A* hereto. The Notes will mature and bear interest as indicated on *Exhibit A*. The Purchase Price is to be used for the purposes set forth in the resolution of the City adopted on July 14, 2016, authorizing the issuance of the Notes (the “Note Resolution”). The Notes will be in the form of a single note.

3. The City represents and warrants that: (a) the City is a municipal corporation duly organized under the laws of the State of Kansas; (b) the City has complied with all provisions of the Constitution and laws of the State of Kansas and has full power and authority to consummate all transactions contemplated by the Note Resolution and this Agreement and all other agreements relating thereto; and (c) the City has duly authorized by all necessary action to be taken by the City for (i) the adoption and performance of the Note Resolution, (ii) the execution, delivery and performance of this Agreement, (iii) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the City in order to carry out, give effect to and consummate the transactions contemplated by the Note Resolution and this Agreement, and (iv) the carrying out, giving effect to and consummation of the transactions contemplated by the Note Resolution and this Agreement.

4. The Purchaser represents and warrants that it intends to hold the Notes for its own account. Further, the Purchaser acknowledges that: (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of prospective investments; (b) it has been provided with such information concerning the City as it has requested and that it deems necessary in its decision to purchase the Notes; (c) in reaching the conclusion that it desires to acquire the Notes, the Purchaser has carefully evaluated all risks associated with this purchase; and (d) it is able to bear the economic risk of this purchase.

5. The Purchaser shall deliver the Purchase Price to the City in immediately available funds by 9:00 a.m., Central Daylight Saving Time, on July 28, 2016, or such other date and time mutually agreed to by the City and the Purchaser (the "Closing Date"). On or prior to the Closing Date, the City shall cause the duly issued and executed Notes to be delivered to the Purchaser c/o The Huntington National Bank, 525 Vine Street, 14th Floor, Cincinnati, OH 45202, Attention: Heather Miller, or at such other place mutually agreed to by the City and the Purchaser, to be held pending the City's receipt of the Purchase Price. Upon confirmation that the City has received the Purchase Price, Dotty Riley or Joseph Serrano of Kutak Rock LLP, Kansas City, Missouri, the City's Bond Counsel, shall authorize release of the Notes to the Purchaser. (Such deliveries, receipts and releases are referred to as the "Closing.")

6. The Purchaser's obligation to purchase the Notes shall be subject to the Purchaser's receipt of the approving opinion of Bond Counsel in the form attached hereto as *Exhibit B*. After the Closing, Bond Counsel will prepare and circulate a transcript of the proceedings and documents supporting the Closing to all parties, which transcript will include the signed opinion of Bond Counsel.

7. The City shall pay or cause to be paid, from the proceeds from the sale of the Notes or other funds available to it, the following expenses incident to the issuance and sale of the Notes: the fees of the City's municipal advisor, City attorney, Bond Counsel, placement agent, note registrar and paying agent. The fees of the Purchaser and Purchaser's counsel shall be deducted from the principal amount of the Notes to determine the Purchase Price as reflected on *Exhibit A*.

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

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

[Remainder of Page Intentionally Left Blank]

**HUNTINGTON PUBLIC CAPITAL
CORPORATION**
Las Vegas, Nevada

By _____
Authorized Officer

This Note Purchase Agreement is hereby accepted by the City on the date set forth below:

CITY OF SPRING HILL, KANSAS

By _____
Steven M. Ellis, Mayor

Date of Signature: July 14, 2016

EXHIBIT A

NOTE DETAILS

Principal Amount	\$386,500.00
(less fees for Purchaser and Purchaser's counsel)	(2,000.00)
Purchase Price	\$384,500.00
Interest Rate	1.50% per annum, calculated on the basis of a 360-day year of twelve 30-day months
Interest Payment Dates	February 1, 2017 and August 1, 2017
Maturity	August 1, 2017
Optional Redemption	Notes are subject to redemption and payment prior to maturity on or after October 1, 2016, at par

EXHIBIT B

FORM OF OPINION OF BOND COUNSEL

July 28, 2016

Governing Body of the
City of Spring Hill, Kansas

Re: \$386,500 General Obligation Renewal Temporary Notes, Series 2016A, of the
City of Spring Hill, Kansas, Dated July 28, 2016 (the “Notes”)

We have acted as Bond Counsel in connection with the issuance by the City of Spring Hill, Kansas (the “City”), of the Notes.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Notes are valid and legally binding general obligations of the City payable from the proceeds of general obligation bonds to be issued by the City, from current revenues of the City authorized for such purpose, or from special assessments levied upon property in the City benefited by certain improvements. If not so paid, the Notes are payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City.

2. The interest on the Notes is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Notes.

3. The interest on the Notes is exempt from Kansas income taxation.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of any official statement or other offering material relating to the Notes, and we express no opinion relating thereto.

It is to be understood that the rights of the owners of the Notes and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

June 28, 2016

City of Spring Hill, KS
Glenda Gerrity, City Clerk
401 N Madison
PO Box 424
Spring Hill, KS 66083

Re. Placement Agent Engagement Letter

Ladies and Gentlemen:

On behalf of Robert W. Baird & Co. Incorporated ("Baird" or "we"), we wish to thank you for the opportunity to serve as placement agent for the City of Spring Hill, KS (the "Issuer" or "you") on its proposed placement and issuance of \$386,500¹ General Obligation Renewal Temporary Notes, Series 2016A (the "Securities"). In compliance with Municipal Securities Rulemaking Board ("MSRB") Rule G-23, this letter will confirm the terms of our engagement; however, it is anticipated that this letter (the "Engagement Letter") will be replaced and superseded by a placement agent agreement to be entered into by the parties (the "Placement Agreement") if and when the Securities are priced following successful completion of the placement process.

1. Services to be Provided by Baird. The Issuer hereby engages Baird to serve as placement agent for the proposed placement and issuance of the Securities, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the placement and the Securities
- Assist in the preparation of the private placement memorandum and/or other disclosure documents
- Identify and contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Securities are to carry bond insurance, assist in the preparation of information and materials to be provided to bond insurance companies and in the development of strategies for meetings/calls with the bond insurance companies
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility, as applicable
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary placement agent services as may be requested by the Issuer

In addition, at the Issuer's request, Baird may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. The following statements are required by MSRB Rule G-23: Please note that Baird would be providing such advisory services in its capacity as placement agent and not as a financial advisor to the Issuer. As placement agent, Baird's primary role is to purchase, or arrange for the placement of, the Securities in an arm's length commercial transaction between the Issuer and Baird. Baird has financial and other interests that differ from those of the Issuer.

As placement agent, Baird will not be required to purchase the Securities or to find one or more buyers of the Securities, but rather to use its reasonable best efforts to sell the Securities to one or more buyers.

The Issuer will voluntarily submit information about the transaction through EMMA's continuing disclosure service, located in the voluntary continuing disclosure category of "Financial/Operating Data – Investment/Debt/Financial Policy," which information should (if applicable) provide details regarding the amount of debt being issued and its impact on the debt position, the purpose of the debt and use of proceeds, source of

¹ Preliminary, subject to change

repayment, payment dates, interest rate, maturity and amortization of the debt, covenants, prepayment terms, events of default and remedies, acceleration events, other material terms, evidence of compliance with additional debt test, ratings, CUSIP number, transfer and redistribution rights and financial reporting requirements.

2. Fees and Expenses. Baird's placement agent fee shall be \$5,000. In addition to the placement agent fee, the Issuer shall reimburse, as applicable, for Baird's payment of CUSIP, DTC, IPREO (electronic book-running/sales order system), printing and mailing/distribution charges. The Issuer shall, as applicable, be responsible for paying or reimbursing Baird for all other costs of issuance, including without limitation, bond counsel, placement agent's counsel (if any) and rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed placement.

3. Term and Termination. The term of this engagement shall extend from the date of this letter through the closing of the placement of the Securities. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to compensate Baird for the services provided and to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

4. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Engagement Letter, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct.

5. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Kansas. This Engagement Letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This Engagement Letter may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Engagement Letter that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Sincerely,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Paul Donna, Managing Director

Accepted this ___ day of _____, 2016

CITY OF SPRING HILL, KS

By: _____

Its: _____

ADDENDUM A TO ROBERT W. BAIRD & CO. **INCORPORATED ENGAGEMENT LETTER**

This Addendum A, and the Engagement Letter to which this Addendum A is attached, and which is incorporated by reference into and is made a part of the attached Engagement Letter, is entered between Robert W. Baird & Co. Incorporated (“**Baird**”) and the City of Spring Hill, Kansas, a Kansas municipal corporation (“**City**”, and referenced in the Engagement Letter to which this Addendum A is attached as “Issuer”).

Baird and City agree, notwithstanding anything to the contrary in the Engagement Letter to which this Addendum A is attached, to the following:

1. **Deletion of Certain Language on Unnumbered page 1 of Engagement Letter.**
In the first full (lead-in) paragraph on unnumbered page 1 of the attached Engagement Letter, the following is deleted:

“. . . ; however, it is anticipated that this letter (the “Engagement Letter”) will be replaced and superseded by a placement agent agreement to be entered into by the parties (the “Placement Agreement”) if and when the Securities are priced following successful completion of the placement process.”

2. **Compliance With Kansas Acts Against Discrimination, and Other Discrimination Laws.** To the extent applicable, with respect to all service provided by Baird under this Addendum and the Engagement Letter, Baird agrees to comply with the requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Baird also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Baird agrees to indemnify and hold City harmless from all claims and damages, including but not limited to attorney fees and expenses, arising from any failure by Baird to comply with all such requirements of this Section 4 with respect to all services under the Engagement Letter.

3. **Notices.** Notices shall be deemed duly given upon hand-delivery, or upon mailing, first class or overnight delivery charge pre-paid, or upon emailing, addressed as below indicated.

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

If to Baird: Robert W. Baird & Co. Incorporated
752 Stillwater Road, Suite J
Mahtomedi, MN 55115
Attn: Paul Donna, Managing Director
Email: pdonna@rwbaird.com

4. **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 or 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 Baird or to third parties.
5. **Relationship of the Parties.** The City and Baird are separate entities. Nothing in this Addendum and the Engagement Letter shall be construed to create or imply an agency, participation or joint venture between the parties hereto, nor shall any City Council member, Mayor, officer, director, member, employee or agent of either party be deemed to be a City Council member, Mayor, officer, director, member, employee or agent of the other party for any purpose.
6. **Binding Effect.** This Addendum and the Engagement Letter shall be binding upon, and inure to the benefit of, the parties and their respective heirs, administrators, executors, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum A to be signed by their duly authorized representatives. By signing below, the parties hereto agree to the Engagement Letter to which this Addendum A is attached, as modified by this Addendum A.

“CITY”

City of Spring Hill, Kansas
a Kansas municipal corporation

By: _____
Steven M. Ellis, Mayor

Dated: _____, 2016

ATTEST:

By: _____
Glenda Gerrity, City Clerk

Dated: _____, 2016

APPROVED AS TO FORM:

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

Dated: _____, 2016

“Baird”

Robert W. Baird & Co. Incorporated

By:  _____
Paul Donna, Managing Director

Dated: July 8, 2016