

**SPRING HILL CITY COUNCIL  
REGULAR MEETING  
AGENDA  
THURSDAY, NOVEMBER 10, 2016  
7:00 P.M.  
SPRING HILL CIVIC CENTER  
401 N. MADISON – ROOM 15**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**CITIZEN PARTICIPATION**

**PRESENTATION:** Recognition of Spring Hill Police Officer, Chief Richard Mann

**CONSENT AGENDA:**

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

1. Approval of Minutes: October 27, 2016
2. Consider Approval of Contract: 2016-2017 Maintenance Agreement for I/LEADS Records Management System, Spring Hill Police Department, Intergraph Corporation d/b/a Hexagon Safety & Infrastructure
3. Consider Approval of Engineering Contract: Dayton Creek Benefit District, Ponzer-Youngquist, P. A.

**FORMAL COUNCIL ACTION**

4. Ordinance No. 2016-17: Authorizing the Issuance and Delivery of \$[9,100,000] Principal Amount of General Obligation Refunding and Improvement Bonds, Series 2016B
5. Resolution No. 2016-R-31: Prescribing the form and details of and authorizing the delivery of \$[9,100,000] Principal Amount of General Obligation Refunding and Improvement Bonds, Series 2016B

6. Ordinance No. 2016-16: Amending Rule No. 1 of the Governing Body Order of Business (Section 1-202 of the Spring Hill Municipal Code) establishing a regular meeting for the second Monday in January upon certification of November Elections in accordance with Charter Ordinance No. 36
7. Resolution No. 2016-R-32: Establishing a Broadband Task Force
8. Appropriation Order 2016-11-10
9. Board Appointments

### **DISCUSSION**

10. 3rd Quarter Financial Review
11. Veterans Park
12. Capital Improvements Plan 2017-2021

### **ANNOUNCEMENTS and REPORTS**

#### **EXECUTIVE SESSION**

Consideration of motion to recess into executive session under the Attorney-Client Privilege Exception to the Kansas Open Meetings Act (Fire District Contract)

#### **ADJOURN**

**City of Spring Hill, Kansas  
Minutes of City Council Regular Session  
October 27, 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 October 27, 2016. The meeting convened at 7:00pm with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Chris Leaton  
Clint Gillis  
Floyd Koder  
Scott Snavelly  
Andrea Hughes

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 Item 5. Site Plan to Formal Action.

**Motion by** Leaton, seconded by Gillis, to approve the agenda as revised. Motion carried 5-0-0

**CITIZEN PARTICIPATION:**

Mr. Darrell Beck, 405 S. Franklin, appeared on behalf of the American Legion along with other members in the audience. Mr. Beck expressed that the American Legion is very humbled and honored that the Governing Body approved a park to recognize the veterans of Spring Hill. Mr. Beck stated that they want to help, volunteer and be involved with the project. The Mayor appreciated the members taking time out of their day to express their desire to be involved with this project and thanked them for their service.

Mrs. Helen Hecke, 701 W. South Street, and Mrs. Ellen Moreland, 503 S. Madison, are members of the Auxiliary and stated that they are in full support of the Veterans Park project and the American Legion. They are pleased that the Veterans will be honored in Spring Hill and they are happy to raise funds for this project.

**PRESENTATION – Johnson County Fire District No. 2 Review**

Mr. Rod Richardson, Fire District Board Chairman, and Chief Jim Francis of Johnson County Fire District No. 2, appeared before the Governing Body to present a proposal to close a disparity between the Fire District's tax levy and the City's contract area. They presented an option that the City could gradually increase its fire service mill levy over the next 4-5 years in an attempt to equalize what everyone else in the City is paying (less debt service payments) for Fire & Rescue services. A mill levy increase of approximately 1 mill per year over the next 4 years should help equalize the tax rates between the Fire District and the contract area.

The Governing Body requested the actual cost for providing fire services in Spring Hill, therefore, the Fire District will follow-up with providing the requested information. The Mayor thanked the Fire District for their proposal and is confident that both entities will be able to come to a conclusion. The City Council will review the Fire District contract at the November 10, 2016 City Council meeting.

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

**PRESENTATION- Civic Center Revitalization Project**

The City Administrator explained that staff have been working with Mr. Jeff Lane, Treanor Architects, to develop a cost-effective plan to provide quality public spaces and a more secure place for city staff to work within the building's existing footprint. Mr. Treanor presented the design for the facility that would make the gymnasium available for use throughout the year, improve public meeting and gathering spaces, address mechanical and ADA problems throughout the building, upgrades to audio/visual throughout the building, and provide enhanced security for staff. The design also includes a service window for the Spring Hill Recreation Commission.

**CONSENT AGENDA:**

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

1. **Approval of Minutes: October 13, 2016**
2. **Appropriation Order 2016-10-27**
3. **Consider Approval of Audit Engagement for December 31, 2016 Financials, Mize Houser & Co.**
4. **Consider Approval of Purchase: Playground Equipment for City Park and Veterans Park**

Motion carried 5-0-0.

**FORMAL COUNCIL ACTION**

**5. Consider Approval of Site Plan: SP-02-16, 801 N. Webster, Mr. Michael Grann**

The Community Development Director presented the site plan located at 801 / 807 N. Webster Street. The project consists of a new office building with one storage / garage unit. The property has an existing commercial use building on the property and is large enough to accommodate both uses. The office building will comprise of 8 offices, conference room, restrooms, and kitchen area and one small bay or garage. The site plan shows the installation of new parking and entrance off of Webster Street. The Planning Commission and staff recommend approval of site plan SP-02-16 including the issuance of permits for Michael Grann Office Building located at 801 N. Webster Street.

Councilman Leaton expressed his concern for commercial developments and the Vision Plan from 2005-2007. He understands that the applicant meets the minimum standards, however, believes that the intent of the Vision Plan was to improve upon commercial development building material standards. It was the consensus of the City Council to revisit the rules and regulations so the regulations are in line with the comments expressed by the public in Vision Plan.

**Motion by** Leaton, seconded by Gillis, to approve site plan SP-02-16 including the issuance of permits for Michael Grann Office Building located at 801 N. Webster Street. Motion carried 4-0-0.

**6. Resolution 2016-R-30: Authorizing Public Building Improvements for Spring Hill Civic Center**

The Finance Director presented the Resolution authorizing public building improvements for the Spring Hill Civic Center. Authorization of the project will allow staff to move forward with seeking bids for construction and securing financing for the construction phase of the project. The project will be financed through general obligation temporary notes during construction with interest capitalized until long term financing through general obligation bonds is secured within two years. The principal cost of design, construction and financing costs, based on current estimates prior to actual construction bids, is approximately two million two hundred thousand (\$2,200,000) dollars. Debt payments will be budgeted through the debt service fund and partially paid from increased property valuation provided by community growth and anticipated sales tax revenues over twenty years. The Resolution was prepared by Kutak Rock, the City's bond counsel and sent to the City Attorney for review.

**Motion by** Leaton, seconded by Gillis, to approve Resolution 2016-R-30 authorizing public building improvements to the Spring Hill Civic Center in the amount of 2.2 million dollars. Motion carried 5-0-0.

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**EXECUTIVE SESSION – Attorney-Client Privilege Exception**

It was the consensus of the City Council to delete the Executive Session since the Fire District will be providing further information regarding the contract.

**MOTION TO AMEND FORMAL AGENDA**

**Motion by** Leaton, seconded by Gillis, to amend the formal agenda striking out the executive session. Motion carried 5-0-0.

The Mayor requested an Executive Session at the November 10, 2016 City Council meeting.

**ADJOURN**

Motion by Leaton, seconded by Gillis, to adjourn.

The meeting adjourned at 9:10pm.

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

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Glenda Gerrity, City Clerk

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: CHIEF RICHARD MANN  
MEETING DATE: NOVEMBER 10<sup>TH</sup>, 2016  
DATE: OCTOBER 27<sup>TH</sup>, 2016

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### **Formal Action: Approve Hexagon Maintenance Agreement**

**Issue:** Approval of 2016-2017 maintenance agreement.

**Background:** In October 2013, the Police department began utilizing I/LEADS-Records Management Software to enter reports in real time. It stores and retrieves information on incidents/offenses, arrests, warrants, property, case management, pawned property, and field interviews. This allows for cross-jurisdictional communications and collaboration, pinpoint incident trends, and take appropriate measures to reduce the risks of specific types of crimes.

**Analysis:** The annual maintenance agreement entitles the police department to receive help desk support and troubleshooting should problems arise with our software. It entitles the police department to the latest versions of the software while under the maintenance agreement. Though the maintenance agreement is not required, it is logical to continue the agreement due to cost savings of buying new licenses and paying for support without the maintenance agreement. INTERGRAPH has recently changed names to HEXAGON as the maintenance provider.

**Alternatives:** Approve maintenance agreement with Hexagon

Deny the contract

Table the item for further discussion

**Legal Review:** Mr. Jenkins has reviewed the documents and renews the same objections to the contract from 2015. Hexagon will not make changes requested by the legal department as other Johnson County agencies that utilize ILEADS, have agreed to the terms associated with the contract.

**Funding Review or Budgetary Impact:** This program is budgeted within the 2016-2017 police department budget.

**Recommendation:** It is staffs recommendation that the City Council approve the maintenance agreement for \$736.56 dollars for the 2016-2017 service year with Hexagon.

**Attachments:** Mr. Jenkins objections and Maintenance agreement.

**SUBJECT:** Security, Government & Infrastructure (SG&I) U.S. Maintenance Terms and Conditions for Software (Spring Hill File No. 02-100.341.11)

In reviewing the above-referenced terms and conditions, I suggest the following changes be made to this PDF document:

- Section 13.2: Payment. Past Due Accounts. I suggest we change the 2% past due payment interest charge to 1% per month. Additionally, with respect to the last two sentences thereof, concerning attorneys fees, I suggest we delete those, and in their place substitute the following, “In any litigation arising with respect to a payment due, or claimed to be due, to Intergraph, the non-prevailing party shall be responsible to pay the reasonable attorneys fees and expenses incurred by the prevailing party in the litigation.”
- Section 13.3: Payment. Customer Responsibilities Concerning Invoice Questions. Rather than “ten (10) calendar days of the date on the invoice”, that should be changed to “ten (10) calendar days after the date Customer receives the invoice.”
- Section 14.1: Customer Warranties. Section 14.1 seems an unreasonable burden on the City, so I suggest it be deleted.
- Section 16.1.2: Limited Warranty; Warranty Disclaimers; Intergraph Software Warranty. This says the warranty starts 30 days from the date of shipment of the Software Product. It should start thirty (30) days from “receipt by Customer of shipment of any Software Product . . .”
- Section 16.2: Limited Warranty; Warranty Disclaimers; Remedies. This severely limits the City’s remedies, so I suggest it be deleted.
- Section 16.3: Limited Warranty; Warranty Disclaimers. I suggest we delete this warranty disclaimer.

- Section 17: Limitation of Liability. I suggest we delete this section on limitation of liability.
- New Section 18.4: Termination. I suggest we add a new Section 18.4 that will read as follows:

“18.4. Termination. Notwithstanding anything to the contrary in these Terms and Conditions, Customer may terminate the Agreement at any time, for any reason, upon ten (10) days prior written notice to Intergraph. Upon such termination, Customer shall pay Intergraph for all Services received as of the date of termination, after which Customer shall have no further obligation or liability to Intergraph under the Agreement.”

- Section 21.3: General. Order of Precedence. I suggest we delete this section.
- Section 21.10: General. Governing Law. I suggest we delete this and in its place put the following:

“21.10 Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the law of the State of Kansas, and shall be deemed to have been accepted in Kansas. Any litigation arising out of or related to this Agreement shall be brought only in the District Court of Johnson County, Kansas, or in the United States District Court of Kansas, Kansas City Division, and in no other court or location.”

# MAINTENANCE QUOTATION SUMMARY



Agreement: 1-LK4U9A

Performance Period: 12/01/2016 through 11/30/2017

Payment Type: Prepaid Annually

Currency: USD

Bill To:

Spring Hill KS City of  
ATTN: Accounts Payable  
PO BOX 424  
Spring Hill, KS 66083  
USA

Ship To:

Spring Hill KS City of  
ATTN: Chief Richard Mann  
401 N Madison  
Spring Hill, KS 66083  
USA

Quotation Summary:

SW Maint	\$736.56
<b>Total Services Cost*</b>	<b>\$736.56</b>

**\* Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.**

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

## THIS IS NOT AN INVOICE

Offered by: Intergraph Corporation

Signature: Trey Sampson

Name: Trey Sampson

Maintenance Contract Administrator

Date: 07/16/2016

Email: trey.sampson@hexagonsi.com

Telephone: 256-730-2389

Fax: 256-730-5641

Accepted by:

Signature: \_\_\_\_\_

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

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

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Please mark one of the following options when submitting your acceptance:**

A Purchase Order will not be issued. Customer signature above constitutes notice to proceed with this agreement.

A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

# MAINTENANCE QUOTATION DETAIL



## Spring Hill KS City of

Account Nbr: MDC-4952

Quote: 1-LK4U9A-Spring Hill KS City of 16-17

PO#:

Performance Period: 12/01/2016 through 11/30/2017

Currency: USD

Bill To:

Spring Hill KS City of  
 ATTN: Accounts Payable  
 PO BOX 424  
 Spring Hill, KS 66083  
 USA

Ship To:

Spring Hill KS City of  
 ATTN: Chief Richard Mann  
 401 N Madison  
 Spring Hill, KS 66083  
 USA

Site Number: **50010320**

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
1	IPS0020	I/LEADS-Records Management System CC - Desktop Client		12/01/2016	11/30/2017	Premium	12	3	\$20.46	\$736.56
									<b>Subtotal for Site Number 50010320</b>	<b>\$736.56</b>
									<b>Grand Total Excluding Tax</b>	<b>\$736.56</b>

# MAINTENANCE RENEWAL POLICIES

## LATE RENEWAL

If your maintenance renewal is not received prior to the performance period begin date, in addition to any reinstatement fees that may be charged as described below, maintenance services for the new coverage period may be terminated or suspended by Intergraph Corporation d/b/a Hexagon Safety & Infrastructure. This includes your ability to access system support or the knowledge base, and the ability to log or check support requests. Therefore it is important that you do not delay in renewing your maintenance service contract.

## REINSTATEMENT FEE FOR LAPSE IN HEXAGON MAINTENANCE COVERAGE

Hexagon charges a 25% reinstatement fee when maintenance coverage lapses because a renewal is not received by the performance period begin date. Notwithstanding the foregoing, for all Oracle products there is a 50% reinstatement fee when maintenance coverage lapses because a renewal is not received by the performance period begin date. The reinstatement fee will be calculated and assessed for each month in which there has been a lapse in coverage. The details of this fee may be found in Section 4.1 of the Terms and Conditions. To ensure you are not assessed a reinstatement fee, please return your renewal instructions before the performance period begin date.

## LICENSE RE-PURCHASE FOR LAPSE IN MICROSOFT SQL SERVER AND BIZTALK MAINTENANCE COVERAGE

Hexagon's agreement with Microsoft for reinstating maintenance that has lapsed on Microsoft SQL Server and BizTalk licenses obtained from Hexagon and for which Hexagon provides maintenance and support. Microsoft only allows Hexagon to provide maintenance (including upgrades of the Microsoft products) to you if you provide renewal instructions prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Microsoft license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of SQL Server and/or BizTalk, **you are**



required to re-purchase the licenses for the Microsoft products at the then current list price of those products, plus one year of maintenance coverage from the date of re-purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for SQL Server and/or BizTalk.

## BUSINESS INTELLIGENCE MAINTENANCE BEGINS WITH LICENSE PURCHASE; MAINTENANCE RENEWALS MUST BE RECEIVED BEFORE CURRENT MAINTENANCE TERM EXPIRES

Due to constraints related to third-party content in the Business Intelligence suite, the maintenance term must begin when Business Intelligence licenses are purchased. The maintenance must renew, if elected, on the anniversary of the license purchase; therefore, your renewal instructions must be received prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Business Intelligence license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of Business Intelligence, you are required to purchase an upgrade of the Business Intelligence products at a price that is fifty percent (50%) of the then current list price, plus one year of maintenance coverage from the date of the upgrade purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for the Business Intelligence products.

## CHARGES ARE PAYABLE ANNUALLY AND IN ADVANCE

Hexagon's payment terms are annual, in advance, for maintenance service contracts. If you wish to instead pay quarterly in advance, please request a revised quotation. A convenience fee of 15% will be added to contracts with quarterly payment schedules instead of annual. The convenience fee will be prorated across the four quarterly invoices.



# Hexagon Safety & Infrastructure

## U.S. Maintenance Terms and Conditions for Software

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This document (“Terms and Conditions”) and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation doing business as Hexagon Safety & Infrastructure (“Hexagon”) for Customer.

### 1. DEFINITIONS

- 1.1. “Affiliate” means any entity or person controlled by or under common control of Hexagon. For the purposes of this Agreement, the term “control” means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Hexagon is as well deemed an Affiliate of any other Affiliate of Hexagon; also Hexagon is an Affiliate of any of its Affiliates.
- 1.2. “Agreement” means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.
- 1.3. “Coverage Period” means the period of performance set forth in the Quote.
- 1.4. “Covered Products” means the software listed on the Quote for which Services are to be provided to Customer by Hexagon. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
- 1.5. “Customer” means the entity or person purchasing Services.
- 1.6. “Quote” means a quotation for Services submitted to Customer by Hexagon or an authorized Hexagon partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to Customer by Hexagon, according to, Section 3.2 and/or Section 12.1.
- 1.7. “Services” means the maintenance and support services for Covered Products that are further described in the Agreement.
- 1.8. “Software Product” includes Hexagon’s or Hexagon’s Affiliate’s computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and “online” or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement (“EULA”) provided with the Software Product.
- 1.9. “Third Party Software” means computer software or other technology in which any person or entity, other than Hexagon or Hexagon’s Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals)

applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.

- 1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.
- 1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

## 2. AUTHORIZATION OF SERVICES

By either (a) returning a signed Quote; (b) submitting a signed purchase order referencing a Quote; (c) paying any charges as set forth on a Quote; or (d) accepting delivery of Services as set forth on a Quote, Customer authorizes Hexagon to provide the Services for Covered Products during the Coverage Period in accordance with the Agreement. The Services will be provided by Hexagon in accordance with the Scope of Coverage as set forth in Section 5. The Agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the Services set forth in the Quote, whichever is earlier.

## 3. TERM

- 3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.
- 3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Hexagon will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the renewal Quote. If the Agreement is not entered into based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein, Hexagon, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

## 4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

- 4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Hexagon will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

- 4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

## 5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Hexagon offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

- 5.1. **Standard Support:** Standard Support will include and be limited to the following:
  - 5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Hexagon's Customer Support Web Site where available at <https://support.hexagonsafetyinfrastructure.com>). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Hexagon office.
  - 5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Hexagon will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Hexagon. Updates are shipped to Customer upon Customer request. Hexagon is not obligated to produce any Updates.
  - 5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- 5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Hexagon-observed holidays.

Hexagon may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Hexagon-supported operating system.

## 6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

- 6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Hexagon and made available to Customer upon request.
- 6.2. Customer's system must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Hexagon upon request.
- 6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.
- 6.4. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations.
- 6.5. When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Hexagon through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Hexagon.
- 6.7. Customer is solely responsible for assuring the compatibility of non-Hexagon products with products provided by Hexagon.
- 6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for lost data.

In addition, Customer shall provide for any other requirements reasonably specified by Hexagon and related to the rendition of the Services to be met.

If Customer fails to fulfill its Customer Obligations, Hexagon is entitled to bill Hexagon's time and effort made necessary by Customer's failure at Hexagon's currently stated hourly rates.

## 7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

- 7.1. Installation of any Covered Product, Update, or interface software
- 7.2. Network configuration
- 7.3. Configuration or customization of Covered Products to customer requirements.
- 7.4. System-level tuning and optimization and system administration support
- 7.5. Programming or software development
- 7.6. Training
- 7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8

- 7.8. On-site Services
- 7.9. Services outside of the regular business hours associated with the applicable level of Services
- 7.10. Services required due to modifications of Covered Products by Customer. In the case of Hexagon software modules which assist in the creation and use of Customer software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products
- 7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- 7.12. Services required due to failure of software or hardware not supplied by Hexagon and not covered in the Agreement
- 7.13. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
- 7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications
- 7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Hexagon's fault.
- 7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6
- 7.17. Services required due to faulty or incomplete Customer data.

When ordered by Customer, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Hexagon according to the stated hourly rates and material prices in effect at the time such service is performed.

## 8. SYSTEM SUPPORT TECHNICIAN

- 8.1. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").
- 8.2. Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Hexagon to handle them efficiently. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

## 9. REMOTE ACCESS

Customer will permit Hexagon to electronically access Customer's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to Customer's system in order for Hexagon support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Hexagon Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific

to the use of remote access tools other than SecureLink™, Customer should contact the local Hexagon support office.

## 10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

## 11. REQUIRED COVERAGE

- 11.1. Multiple or Interdependent Licenses. Customer may not decline maintenance for individual licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.
- 11.2. Prerequisite Licenses. All prerequisite Hexagon software licenses that are necessary to operate the Covered Products for which Customer desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

## 12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 12.1. Additions of Covered Products to Maintenance.
  - 12.1.1. Additional Software Products from Hexagon. In the event Customer purchases additional licenses of Software Products from Hexagon during the term of this Agreement, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.
  - 12.1.2. Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Hexagon in writing about the newly acquired Software Products, and upon receipt of such notice, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Hexagon may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.
  - 12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to Customer under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions referenced therein, then the terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.
  - 12.1.4. Additional Software Products via Software Transfer Policy. Customer shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the

then-current Hexagon Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

- 12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that the copies of the Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

### 13. PAYMENT

- 13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.
- 13.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under this Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Services until all past due charges are paid in full. Additionally, Hexagon shall charge and Customer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Hexagon is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees and court costs.
- 13.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge or Services that Customer does not report within such period.

## 14. CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

- 14.1. Subject to Section 12.2, Customer warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.
- 14.2. Customer warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.
- 14.3. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

## 15. INTELLECTUAL PROPERTY

- 15.1. Software License. Any Upgrades furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Customer's request, Hexagon shall provide customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.
- 15.2. Confidential Information. Hexagon and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Hexagon or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such

information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

## 16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

### 16.1. Limited Warranties.

16.1.1. Hexagon Services Warranty. Hexagon warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Hexagon of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.

16.1.2. Hexagon Software Warranty. Hexagon warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Hexagon Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.

16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in this Agreement, but in no other respects and for no other purpose.

16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. HEXAGON MAY SHARE INFORMATION FROM TIME TO TIME RELATED TO ITS EXPECTED DIRECTION, ROADMAP, OR VISION FOR ITS PRODUCTS AND SERVICES, ALL OF WHICH IS SUBJECT TO CHANGE AT ANY TIME IN HEXAGON'S SOLE DISCRETION. CUSTOMER SHOULD NOT RELY UPON STATEMENTS, PRESENTATIONS, OR INFORMATION REGARDING FUTURE FEATURES, FUNCTIONS, OR PRODUCTS FOR ANY PURPOSE IN ABSENCE OF HEXAGON'S FORMAL AND EXPRESS CONTRACTUAL COMMITMENT TO DELIVER THE SAME.

#### 17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO HEXAGON DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

## 18. TERMINATION

This Agreement may only be terminated prior to its expiration in the following ways:

- 18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
- 18.2. Customer fails to pay Hexagon any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
- 18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

## 19. RESTRICTIONS

- 19.1. **Non-Solicitation of Employees.** Customer agrees that it will not, without the prior written consent of Hexagon, solicit or hire any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Customer agrees that a breach of this provision would cause actual and substantial damages to Hexagon such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Hexagon to recover liquidated damages from Customer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Hexagon in seeking enforcement of this Agreement. Customer agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Hexagon if Customer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Hexagon shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Hexagon and/or any Hexagon subsidiary and/or any of Hexagon's subcontractors who directly support Customer.
- 19.2. **United States Government Restricted Rights.** If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section also applies.
  - 19.2.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).
  - 19.2.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).
  - 19.2.3. Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.

- 19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Hexagon, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:
- 19.3.1. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
  - 19.3.2. To any person or entity listed on any United States government denial list, including but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists ([www.bis.doc.gov/complianceandenforcement/liststocheck.htm](http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm)), the U.S. Department of Treasury Specially Designated Nationals List ([www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)), and the U.S. Department of State Debarred List (<http://www.pmddtc.state.gov/compliance/debar.html>).
  - 19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.
  - 19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of an Export Controlled Product should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, Alabama, United States 35758 or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com).

## 20. TAXES

All charges under this Agreement are exclusive of each and every country's federal, provincial, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold Hexagon harmless from and against, any and all Taxes. Taxes shall expressly exclude any federal, state, municipal, or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Hexagon's income, capital and/or assets. The total invoice amount for charges under this Agreement is subject to increase by the amount of any Taxes which Hexagon is required to withhold, collect, or pay regarding the transactions under this Agreement so that Hexagon receives the full amount of the charges on Hexagon's invoices. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

## 21. GENERAL

- 21.1. Third Party Providers. Hexagon reserves the right to provide Services through a third party provider.
- 21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Hexagon does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express

- written consent of Hexagon. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.
- 21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Hexagon and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.
- 21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- 21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.
- 21.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.
- 21.7. Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 21.8. Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.
- 21.9. Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.
- 21.10. Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal

action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- 21.11 Waiver of Jury Trial. Hexagon and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.
- 21.12 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.
- 21.13 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.
- 21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

SGI-10012015

## AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: JIM HENDERSHOT  
MEETING DATE: NOVEMBER 10, 2016  
DATE: NOVEMBER 3, 2016

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**Consent / Formal Action / Discussion Item:** Consent

**Issue:** Engineering Agreement (Ponzer Youngquist P.A.) for Dayton Creek Benefit District

**Background:** As part of the development of Dayton Creek, the developer, Bradley Vince, has petitioned the city to form a benefit district for the construction of the infrastructure improvements for Phase 1 of the Dayton Creek development. As part of the benefit district, staff wants to have the city engineer, Ponzer Youngquist P.A., develop the final contract documents, provide the resident project representative services and administer the project during construction. Since the developer's engineer, Shafer Kline & Warren, Inc., has already developed the final construction drawings for this phase of construction and these drawings have been reviewed and approved by the city, the staff has agreed to utilize these drawings in an effort to save time and money for the developer.

**Analysis:** The contract for the engineering agreement submitted by Ponzer Youngquist, P.A. has been reviewed by the city attorney and Kevin O'Brien, the city's insurance agent. Both have made comments that have been incorporated into the final agreement.

**Funding Review or Budgetary Impact:** This recommendation is being presented in accordance with Section 3 of the Spring Hill Purchasing Policy. This project is being funded by the benefit district.

**Recommendation:** We recommend the governing body approve the Engineering Agreement from Ponzer Youngquist, P.A. in the amount of \$49,125.00.

**Attachments:** Engineering Agreement from Ponzer Youngquist P.A.

**AGREEMENT FOR ENGINEERING SERVICES**

*Between*

**CITY OF SPRING HILL, KANSAS**

*and*

**PONZER-YOUNGQUIST, P.A.  
Consulting Engineers and Land Surveyors**

**November 2016**

**DAYTON CREEK BENEFIT DISTRICT**

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**PONZER-YOUNGQUIST, P.A.  
Consulting Engineers and Land Surveyors  
227 E. Dennis, Olathe, KS 66061  
913/782-0541**

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## **AGREEMENT FOR ENGINEERING SERVICES**

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This Agreement is entered into by and between **THE CITY OF SPRING HILL, KANSAS**, called the "**OWNER**" and **PONZER-YOUNGQUIST, P.A.**, Consulting Engineers and Land Surveyors with offices in Olathe, Kansas, called the "**ENGINEER**".

### **WITNESSETH:**

**WHEREAS**, the Owner desires to procure engineering services pertaining to administrative and construction period services for **Dayton Creek Benefit District**; and

**WHEREAS**, the Owner represents himself as being free of contractual obligation for such work to any other engineer or engineering firm; and

**WHEREAS**, the Engineer is qualified by experience and training and is willing to perform the engineering services necessary to said work;

**NOW, THEREFORE**, the Owner and Engineer for their consideration hereinafter set forth, agree as follows:

### **I. SCOPE OF SERVICES**

The Scope of Engineering Services to be performed under this Agreement shall be as outlined in Attachment A, which attachment is made a part of this Agreement by this reference.

### **II. COMPENSATION FOR ENGINEERING SERVICES**

Owner shall pay the Engineer in accordance with Attachment B, which attachment is made a part of this Agreement by this reference.

### **III. DRAWINGS AND SPECIFICATIONS**

All documents, including drawings, specifications, and computer software and modeling prepared by the Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of this project or any other project. Any reuse without verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation will entitle Engineer to further compensation at a rate to be agreed upon by the Owner and Engineer.

### **IV. INSURANCE**

The Engineer shall purchase and maintain in force during the term of the agreement with at least the limits of protection and conditions as set forth in Attachment C, attached hereto and incorporated herein by reference.

### **V. OWNER'S REPRESENTATIVE**

The Owner will designate an Owner's Representative who will examine all submittals made by the Engineer and render decisions pertaining thereto within a reasonable time so as to not delay

the services of the Engineer. Whenever the Owner's representative may observe or otherwise become aware of any defect during execution of the work, he shall give prompt notice to the Engineer.

## **VI. THIRD PARTIES**

The Engineer shall not be responsible for the acts or omissions of third parties, including, without limitation, any Contractor, or subcontractor, or any of their agents, representatives, officers, directors, principals or employees, or any other persons, at the site or otherwise performing any of the Contractor's work and the Owner agrees that the Engineer will be named as an additional insured on any contract the Owner has with any such third parties. The Engineer shall not undertake any of the responsibilities of the Contractor, subcontractors or Contractor's superintendent, or expedite the work. Nor shall the Engineer be responsible for any aspect of the means, methods, sequences, techniques or procedures of construction or the safety precautions or programs thereto.

## **VII. FORCE MAJEURE**

Neither party hereto shall be liable for its failure to perform hereunder in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, land acquisition difficulties, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

## **VIII. ENVIRONMENTAL ASPECTS**

The Engineer shall have absolutely no liability or responsibility for environmental aspects of the project, including, without limitation, issues relating to presence or generation of "hazardous waste" or "hazardous substances" on or from the property.

## **IX. OPINION OF PROBABLE CONSTRUCTION COST**

Since the Engineer has no control over the cost of labor, material, or equipment, or over a contractor's method for determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost or total project cost are made on the basis of his experience and qualifications. These opinions of probable cost represent the Engineer's best judgment as an experienced and qualified professional and do not guarantee the actual project costs.

## **X. TERMINATION**

This Agreement can be terminated upon a 30-day written notice by either the Owner or the Engineer. The Engineer is entitled to be paid in full for the reasonable value of all services provided to date of termination, in relation to all services which are to be provided by the Engineer to complete the project.

## **XI. INDEMNITY/HOLD HARMLESS**

The Engineer shall, in addition to any obligation to indemnify the Owner and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Owner, its agents, elected

officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of Engineer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Engineer in the performance of the work; or (c) liens, claims or actions made by the Engineer or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for Engineer or any subcontractor worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by the Owner in enforcing this provision shall be borne by Engineer.

Owner agrees to indemnify and hold harmless, the Engineer, its employees and representatives, from any and all loss to the extent said loss is caused as a result of the negligence of the Owner, its employees, representatives or others for whom the Owner is legally liable. Owner's obligation hereunder shall not include amounts attributable to the fault or negligence of the Engineer.

## **XII. COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS AND RULES**

Engineer agrees that Engineer shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the agreement because of race, religion, color, sex, disability, national origin or ancestry. Engineer shall in all solicitations or advertisements for employees include the phrase, "equal opportunity employer." Engineer agrees that if Engineer fails to comply with the manner in which the firm reports to the Kansas Human Rights Commission in accordance with the provisions of KSA 44-1031 and amendments thereto, Engineer shall be deemed to have breached the agreement and it may be canceled, terminated or suspended, in whole or in part, by the Owner. If Engineer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Engineer shall be deemed to have breached the agreement and it may be canceled, terminated or suspended, in whole or in part, by the Owner. Text of KSA 44-1031 may be found at <http://www.kslegislature.org/cgi-bin/statutes/index.cgi>

**XIII. EXECUTION OF CONTRACT**

The parties hereto have caused this Contract to be executed in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**OWNER:  
CITY OF SPRING HILL, KANSAS**

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

**ATTEST:** \_\_\_\_\_  
Glenda Gerrity, City Clerk

**ENGINEER:  
PONZER-YOUNGQUIST, P.A.**

**BY:** \_\_\_\_\_  
John W. Brann III, PE, RLS  
President

**ATTEST:** \_\_\_\_\_  
James W. Challis, PE  
Secretary/Treasurer

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

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#### **I. PROJECT UNDERSTANDING**

It is understood that the developer for Dayton Creek is in the process of forming a benefit district for the construction of sanitary sewers, street and storm sewers to serve the Dayton Creek development. The City intends to have Ponzer Youngquist develop the final contract documents and administer the project during construction including the daily resident project representative services.

#### **II. PRELIMINARY AND FINAL DESIGN**

- A. All work associated with the development of the preliminary and final construction drawings will be performed by the developer's engineer including submittal to KDHE for final approval.
- B. The developer's engineer will provide Ponzer Youngquist with the files required to reproduce the construction drawings for the bidding process and for use during construction.

#### **III. CONTRACT DOCUMENTS**

- A. The Engineer will provide Preliminary and Final contract document, Bidding Phase Services and Construction Period General Services for the Project described in Section I, above. These services will be provided in accordance with Sections IV - V, below.
- B. The Engineer will also provide daily resident project representative services during construction.

#### **IV. BIDDING PHASE SERVICES**

- A. Prepare bidding documents in accordance with City requirements.
- B. Advertise project to prospective bidders (City shall be responsible for costs related to required publication in newspapers).
- C. Provide bidding documents to plan rooms free of charge.
- D. Issue bidding documents to prospective bidders at a cost to be determined by the Engineer.
- E. Issue addenda, as necessary.
- F. Prior to bid opening, submit an opinion of probable construction cost prepared by the developer's engineer.
- G. Attend bid opening.

- H. Prepare tabulation of bids and provide copies to the Owner and others, as requested.
- I. Prepare contract documents for completion and execution by the Contractor.
- J. Review Contractor's documents for completeness and accuracy; provide recommendation of award to Owner.

## **V. CONSTRUCTION PERIOD GENERAL SERVICES**

The Engineer will provide the following services.

- A. Schedule pre-construction meeting and notify all interested parties of such meeting.
- B. Request and review contractor's progress schedule and schedule of values.
- C. Review shop drawings.
- D. Receive and review all payment requests and contract change orders with Owner.
- E. Interpret contract documents, as needed.
- F. Receive, review and respond to communication from Contractor, performing as Owner's representative.
- G. Schedule site visits at appropriate times during the construction period.
- H. Conduct final inspection in presence of Contractor and Owner's representative.
- I. Prepare and submit two sets of "record" drawings, conforming to construction records, to the Owner.

## **VI – RESIDENT PROJECT REPRESENTATIVE SERVICES**

During construction the Engineer will furnish a qualified Resident Project Representative to assist the Owner and the Engineer on the job, and his duties will include:

- A. Review progress schedule, schedule of shop drawing submission, and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.
- B. Request job conferences, as needed, attend the various meetings and maintain copies of minutes thereof.
- C. Serve as liaison between Engineer and Contractor.
- D. Conduct on-site observations of the work in progress to assist Engineer in determining if the work is proceeding in accordance with the contract documents and the design concepts of the project.
- E. Report to Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents or does not meet the

requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment.

- F. Maintain accurate records of work performed and materials and equipment stored at site.
- G. Keep a log of daily activities and job site conditions and provide weekly reports summarizing progress and conditions.
- H. Schedule and coordinate the quality control testing performed by other firms retained by the Owner.
- I. Review Contractor's pay applications for compliance with established procedure and recommend to Engineer any actions regarding relationship to schedule of values, work completed, and materials on hand.
- J. Assist Engineer in preparing a list of observed items requiring completion or correction for substantial completion.
- K. Conduct final inspection in the company of the Engineer, Owner and Contractor and prepare final list of items to be completed or corrected.

## **VII. OTHER WORK**

**When authorized by the Owner**, the Engineer will perform other services and additional work as agreed upon:

## **VIII. COOPERATION BY THE OWNER**

The Owner agrees to cooperate with the Engineer in preparation of the work, including the following:

- A. Furnish all maps, data, reports, drawings, plans, and allied information as may be possessed by the Owner, and reasonably pertain to the project.
- B. Furnish all right-of-way and entry to private property as may be required for the prosecution of the work.
- C. Furnish copies of easements for the existing sanitary sewers.
- D. Furnish current ownership and encumbrance information, as may be required.
- E. Furnish boundary and property surveys as may be required.

**ATTACHMENT B**

**COMPENSATION FOR ENGINEERING SERVICES**

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The Owner's payment to the Engineer shall be due and payable as follows:

- I. For Contract Documents, Bidding Phase Services, Construction Period General Services and Resident Project Representative Services**, as described in **Attachment A, Sections III, IV V and VI**, a lump sum amount of Forty Nine Thousand One Hundred Twenty Five and 00/100 Dollars (\$49,125.00), due and payable in monthly payments in accordance with expended work efforts.
- II. For Other Work**, as described in **Attachment A, Section VII**, when authorized and agreed upon in writing, an amount based upon hourly rates and expenses, in accordance with Section IV below, or a negotiated amount as agreed upon.
- III. Hourly Rates and Expenses.**

The following is a current schedule of hourly rates and expenses. It is subject to periodic adjustment.

Firm Principal .....	\$135.00/hr
Engineer ( <i>PE</i> ).....	120.00/hr
Land Surveyor ( <i>RLS</i> ).....	135.00/hr
Survey Crews ( <i>including cost of ordinary equipment, except mileage</i> )	
2-Person Field Crew .....	115.00/hr
3-Person Field Crew .....	160.00/hr
Technical Support Specialist.....	95.00/hr
Survey Technician/Senior Technician.....	75.00/hr
Resident Project Representative .....	70.00/hr
Technician.....	55.00/hr
Office Support.....	45.00/hr
Mileage ( <i>to and from job site</i> )	
Regular vehicle .....	0.60/mi
Survey vehicle.....	0.90/mi
Out-of-Pocket Expense, Research, Supplies, Reproduction, etc.....	Cost + 10%

**IV. Statements and Payments.**

Statements for services will be submitted monthly in proportion to the amount of work complete. Payment shall be due and payable within 30 days from the date of invoice. Late payment charges after 45 days shall be at 1.5% per month on unpaid balance.

## ATTACHMENT C

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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The ENGINEER shall procure and maintain at its sole cost and expense, throughout the duration of the contract, and for two (2) years thereafter, the following insurance coverage:

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) form Commercial General Liability coverage “occurrence” form CG 0001, or its equivalent. *ISO form endorsements or other policy provisions which limit contractual liability are not acceptable.*
2. Insurance Services Office form, “Business Auto Coverage,” Code 1 “any auto”.
3. Workers’ Compensation and Employer’s Liability: Workers’ compensation coverage shall apply to all workers related to the work, regardless of whether or not such person’s come under the statutory requirements to carry this coverage.
4. Umbrella or excess liability coverage, with follow form excess of all coverage provided by underlying policies.
5. Professional Liability insurance applicable to the profession and service provided whether it be call Errors and Omissions, Malpractice, or Professional Liability.

**B. Minimum Limits of Insurance.** Contracted professional shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Any aggregate limit shall be at least \$2,000,000 with a per project endorsement.
2. Business Auto Coverage: \$1,000,000 per occurrence for bodily injury and property damage.
3. Workers’ Comprehensive and Employer’s Liability: Workers’ compensation as required by the statutes of the State of Kansas and employer’s liability limits of \$100,000/\$500,000. The policy shall have other states’ coverage.
4. Umbrella Liability: Minimum limit of \$1,000,000.
5. Professional Liability: Minimum limits to be \$1,000,000. (Any coverage limit variances will be based upon scope, duration, type of service and a loss exposure review as conducted by the appropriate Owner designee.)
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor.

**C. Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Owner. If any portion of any coverage is self-insured, the Contractor shall file with the Owner the claims handling procedures, to include the name, address, and telephone number of the claims handling office. This may be on the certificate of insurance or a separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be assumed by and be for the account of, and at the sole risk of the Contractor. The Owner may require written guarantees for payment procedures of self-insured losses and related investigations, claims administration and cost of defense.

**D. Acceptability of Insurers.** Insurance is to be placed with Kansas-admitted insurers with a Best rating of AIX or those companies approved by the OWNER.

**E. Verification of Coverage.** The contracted professional shall furnish the Owner certificates of insurance, accompanied by the appropriate ISO Form, additional insured endorsements or its equivalent effecting the coverage required by the OWNER. The endorsements and certificate for each insurance policy are to be executed by a person authorized by the insurer to bind coverage on its behalf. The certificates are to be on forms received and approved by the OWNER before work commences. The OWNER reserves the right, at any time, to require complete, certified copies of all required insurance policies.

**F. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability.

- a. The Owner, its officers, officials, and employees are to be covered as additional insureds on a primary basis as respects: liability arising out of the contract project activities; and premises owned, leased or used by the contracted professional. The coverage naming the Owner as an additional insured shall contain no special limitations on the scope of the protection afforded. Such additional insured coverage shall be provided using ISO additional insured endorsements CG 2010 and CG 2037, or their equivalent, copies of which are required to be attached to the certificate of insurance.
- b. Any insurance or self-insurance maintained by the OWNER shall be separate and excess of the contracted professional's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees or volunteers.
- d. The contracted professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Contractual liability shall not be limited by endorsement or policy provision.

2. Professional Liability. This coverage shall apply to actual or alleged negligent wrongful acts, errors and omissions resulting in claim(s) for damages related to the work involving the operations of ENGINEER, and/or its subcontractor(s) and consultants on a primary basis.

3. All Coverages.

- a. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits; except, after thirty (30) days' written notice by certified mail, return receipt requested, has been given to the OWNER.
- b. Engineer and its insureds, through policy endorsement to the Commercial General Liability, Umbrella, and Workers Compensation policies, waive all rights of subrogation against OWNER.

**G. Subcontractors.** The contracted professional shall include all subcontractors as additional insureds under its policies or shall submit to the Owner separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein.

**K.S.A. 44-1030.**

**State and local government contracts; mandatory provisions.**

(a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer, or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) The contractor shall include the provisions of subsections (a) (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or

(2) whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

**History:** L. 1972, ch. 194, § 14, L. 1977, ch. 183, § 1, L. 1991, ch. 147, § 17, L. 1992, ch. 91, § 3; April 23.

**44-1030a. History:** L. 1972, ch. 194, § 14, L. 1977, ch. 183, § 1, L. 1991, ch. 148, § 5; Repealed, L. 1992, ch. 91, § 4; April 23.

AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: NOVEMBER 10, 2016  
DATE: NOVEMBER 3, 2016

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*[NOTE: The principal amount of the bond issue may change slightly at the time of the sale and the final resolution will be submitted for Council consideration on the day of the bond sale/Council meeting.]*

**Formal Action Item:** Ordinance authorizing the issuance and delivery of \$9,100,000 principal amount of general obligation refunding and improvement bonds, series 2016B, of the City of Spring Hill, KS; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

**Background/Analysis:**

Refunding of the general obligation bonds through early redemption offers the option to achieve interest cost savings. Refunded issues include:

- (a) General Obligation Bonds, Series 2007A, dated August 15, 2007, in the original principal amount of \$5,960,000 and outstanding in the principal amount of \$2,890,000;
- (b) General Obligation Bonds, Series 2008A, dated June 1, 2008, in the original principal amount of \$6,870,000 and outstanding in the principal amount of \$4,975,000; and

Refunding general obligation temporary notes for the purpose of issuance of twenty year general obligation bonds related to the Estates of Wolf Creek benefit district:

- (c) General Obligation Temporary Notes, Series 2016A, in the original principal amount of \$386,500 (the "Notes"), to provide interim financing to pay to cost of certain sewer improvements.

Issuance of general obligation bonds for main trafficway and main trafficway connection improvements payable over ten years for projects known as Veterans Lane and 207<sup>th</sup> Turn Lane.

- (d) General Obligation Bonds, Series 2016B, in the original principal amount of \$740,000 for Veterans Lane and \$190,000 for the 207<sup>th</sup> Turn Lane.

**Funding Review or Budgetary Impact:** Refunded GO bonds will continue to be paid from existing sources, principal and interest for the Estates of Wolf Creek benefit district will be paid 100% from special assessments, and principal and interest for the trafficway improvements will be paid from excise tax dollars.

**Legal Review:** Ordinance was prepared by Kutak Rock, the City's bond counsel and reviewed by the City's attorney.

**Recommended Motion:** Approval of an Ordinance authorizing the issuance and delivery of \$9,100,000 principal amount of general obligation refunding and improvement bonds, series 2016B, of the City of Spring Hill, KS; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

**Attachments:** Ordinance 2016-17 (draft)

**ORDINANCE NO. 2016-\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF \$[9,100,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016B, OF THE CITY OF SPRING HILL, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.**

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

**WHEREAS**, the City has previously authorized and issued the following general obligation bonds:

- (a) General Obligation Bonds, Series 2007A, dated August 15, 2007, originally issued in the principal amount of \$5,960,000 (the “Series 2007A Bonds”); and
- (b) General Obligation Bonds, Series 2008A, dated June 1, 2008, originally issued in the principal amount of \$6,870,000 (the “Series 2008A Bonds”);

**WHEREAS**, in order to achieve interest cost savings and to provide an orderly plan of finance for the City, the Governing Body of the City has determined it is in the best interest of the City and its inhabitants to refund, prior to their maturity, the Series 2007A Bonds maturing in the years 2018 through 2032 and the Series 2008A Bonds maturing in the years 2019 through 2033. Such refunded maturities of the Series 2007A Bonds and the Series 2008A Bonds are herein referred to collectively as the “Refunded Bonds”;

**WHEREAS**, the City is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds;

**WHEREAS**, pursuant to K.S.A. 12-6a01 *et seq.* and K.S.A. 12-685 *et seq.*, all as amended or supplemented, and other applicable provisions of the laws of the State and proceedings of the City, the Governing Body of the City has authorized the following improvements to be made in the City (the “Improvements”):

- (a) Main trafficway and main trafficway connection improvements; and
- (b) Wolf Creek Special Benefit District improvements;

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

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and it is necessary to pay the costs of such Improvements by the issuance of general obligation bonds;

**WHEREAS**, the Governing Body of the City has advertised the sale of its general obligation bonds and, at a meeting held in the City on this date, intends to award the sale of such bonds to the lowest bidder; and

**WHEREAS**, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of \$[9,100,000] to pay, along with other available funds of the City, the costs of the Improvements and the cost of refunding the Refunded Bonds including the costs of issuance of the Bonds;

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

**Section 1. Definitions of Words and Terms.**

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

**“Bonds”** means the City’s General Obligation Refunding and Improvement Bonds, Series 2016B, authorized by this Ordinance in the aggregate principal amount of \$[9,100,000] and dated December 5, 2016.

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

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

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

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

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

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

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

**“Refunded Bonds”** means the Refunded Bonds described in the recitals to this Ordinance.

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

“State” means the State of Kansas.

**Section 2. Authorization of and Security for the Bonds.** There shall be issued and are authorized and directed to be issued the Bonds of the City in the principal amount of \$[9,100,000], for the purpose of providing funds, along with other available funds of the City, to pay the costs of the Improvements and of refunding the Refunded Bonds, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest, in part, from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, 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 balance of the principal and interest on the Bonds is 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 Bonds as the same become due.

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

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

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

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

**Section 5. Tax Covenants.** The City covenants and agrees that: (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; (2) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds; (3) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; (4) it will not

invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; and (5) it will not use or permit the use of any proceeds of Bonds or any other funds of the City nor take or permit any other 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 Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” as described in the Code.

**Section 6. Further Authority.** The Mayor, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

[Remainder of Page Intentionally Left Blank]

**PASSED** by the Governing Body of the City and approved by the Mayor on November 10, 2016.

**CITY OF SPRING HILL, KANSAS**

(Seal)

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Steven M. Ellis, Mayor

ATTEST:

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Glenda Gerrity, City Clerk

AGENDA ITEM REVIEW SHEET

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TO: GOVERNING BODY  
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR  
MEETING DATE: NOVEMBER 10, 2016  
DATE: NOVEMBER 3, 2016

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*[NOTE: The principal amount of the bond issue may change slightly at the time of the sale and the final resolution will be submitted for Council consideration on the day of the bond sale/Council meeting.]*

**Formal Action Item:** Resolution prescribing the form and details of and authorizing the delivery of \$9,100,000 principal amount of general obligation refunding and improvement bonds, Series 2016B, of the City of Spring Hill, KS, previously authorized by an ordinance of the City.

**Background/Analysis:**

Refunding of the general obligation bonds through early redemption offers the option to achieve interest cost savings. Refunded issues include:

- (a) General Obligation Bonds, Series 2007A, dated August 15, 2007, in the original principal amount of \$5,960,000 and outstanding in the principal amount of \$2,890,000;
- (b) General Obligation Bonds, Series 2008A, dated June 1, 2008, in the original principal amount of \$6,870,000 and outstanding in the principal amount of \$4,975,000; and

Refunding general obligation temporary notes for the purpose of issuance of twenty year general obligation bonds related to the Estates of Wolf Creek benefit district:

- (c) General Obligation Temporary Notes, Series 2016A, in the original principal amount of \$386,500 (the “Notes”), to provide interim financing to pay to cost of certain sewer improvements.

Issuance of general obligation bonds for main trafficway and main trafficway connection improvements payable over ten years for projects known as Veterans Lane and 207<sup>th</sup> Turn Lane.

- (d) General Obligation Bonds, Series 2016B, in the original principal amount of \$740,000 for Veterans Lane and \$190,000 for the 207<sup>th</sup> Turn Lane.

**Funding Review or Budgetary Impact:** Refunded GO bonds will continue to be paid from existing sources, principal and interest for the Estates of Wolf Creek benefit district will be paid 100% from special assessments, and principal and interest for the trafficway improvements will be paid from excise tax dollars.

**Legal Review:** Resolution was prepared by Kutak Rock, the City’s bond counsel and reviewed by the City attorney.

**Recommended Motion:** Approval of resolution 2016-R-31 prescribing the form and details of and authorizing the delivery of \$9,100,000 principal amount of general obligation refunding and improvement bonds, Series 2016B, of the City of Spring Hill, KS, previously authorized by an ordinance of the City.

**Attachments:** Resolution 2016-R-31 (draft)

**RESOLUTION NO. 2016-R-\_\_\_**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF \$[9,100,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016B, OF THE CITY OF SPRING HILL, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.**

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

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

**WHEREAS**, in order to provide for the payment of the Refunded Bonds (as herein defined), it is desirable to enter into an Escrow Trust Agreement (as herein defined), by and between the City and the Escrow Trustee (as herein defined);

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

**ARTICLE I  
DEFINITIONS**

**Section 1.01. Definitions of Words and Terms.**

“**Act**” shall mean the Constitution and Statutes of the State including, but not limited to, K.S.A. 10-427 *et seq.*, K.S.A.12-6a01 *et seq.* and K.S.A 12-685 *et seq.*, all as amended or supplemented.

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

“**Authorized Denominations**” means \$5,000 and any integral multiple thereof.

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

“**Beneficial Owner**” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including

persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes.

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

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

“**Bond Insurer**” mean any issuer of a Municipal Bond Insurance Policy described on *Exhibit B* to this Resolution.

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

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

“**Bonds**” means the City’s General Obligation Refunding and Improvement Bonds, Series 2016B, in the aggregate principal amount of \$[9,100,000], and dated December 5, 2016.

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

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

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

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

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

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

“**Costs of Issuance**” shall mean all costs of issuing the Bonds, including 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 municipal advisor, all fees and expenses of the Escrow Trustee, all fees and expenses of the certified public accountant providing the escrow verification report, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

**“Costs of Issuance Account”** means the account by that name created in Section 5.01.

**“Costs of Issuance Deposit”** means the estimated Costs of Issuance of the Bonds as set forth on *Exhibit B* to this Resolution.

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

**“Escrow Fund”** means the fund by that name established under the Escrow Trust Agreement and referenced in Section 5.01.

**“Escrow Fund Deposit”** means the proceeds of the Bonds in the amount set forth on *Exhibit B*.

**“Escrow Trust Agreement”** means the Escrow Trust Agreement dated as of December 5, 2016, between the City and the Escrow Trustee.

**“Escrow Trustee”** means Security Bank of Kansas City, Kansas City, Kansas, and its successors and assigns.

**“Existing Notes”** means the City’s General Obligation Renewal Temporary Notes, Series 2016A, dated July 28, 2016, originally issued in the principal amount of \$386,500.

**“Final Official Statement”** means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

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

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

**“Interest Payment Dates”** means March 1 and September 1 in each year, commencing September 1, 2017.

**“Letter of Instructions”** means the Arbitrage Letter of Instructions (dated as of the date of issuance of the Bonds) attached to the City’s Closing Certificate to be delivered at the time of issuance and delivery of the Bonds 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.

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

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

**“Municipal Bond Insurance Policy”** shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on *Exhibit B* to this Resolution.

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

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

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

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

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

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

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

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

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

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

**“Preliminary Official Statement”** means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

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

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

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

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

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

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

**“Refunded Bonds”** means the Refunded Bonds as defined in the Ordinance.

**“Replacement Bonds”** shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

**“Resolution”** means this Resolution relating to the Bonds.

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

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

**“Series 2007A Bonds”** means the City’s General Obligation Bonds, Series 2007A, dated August 15, 2007, issued in the original principal amount of \$5,960,000.

**“Series 2008A Bonds”** means the City’s General Obligation Bonds, Series 2008A, dated June 1, 2008, issued in the original principal amount of \$6,870,000.

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

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

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

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

**“Substitute Improvements”** means the substitute or additional improvements authorized pursuant to Section 6.06 of this Resolution.

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

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

## **ARTICLE II DETAILS OF THE BONDS**

**Section 2.01. Authorization of the Bonds.** The Bonds have been authorized to be issued pursuant to the Ordinance and the Act for the purpose of providing funds to pay the Authorized Costs of the Improvements and the cost of refunding the Refunded Bonds, including payment of the Costs of Issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, 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, with the balance 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 Bonds as the same become due.

**Section 2.02. Description of the Bonds.** The Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated December 5, 2016, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

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

**Section 2.03. Designation of Paying Agent and Bond Registrar.** The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Bond Registrar appointed by the

City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

**Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds.** The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

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

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

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

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest:

- (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register;
- (b) at such other address as is furnished to the Paying Agent in writing by such Owner; or
- (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

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

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

**Section 2.05. Method of Execution and Authentication of the Bonds.** The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the

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

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

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

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

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

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

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal,

redemption premium, if any, and interest on the Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

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

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

**Section 2.09. Delivery of the Bonds.** The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

### **ARTICLE III REDEMPTION OF THE BONDS**

**Section 3.01. Optional Redemption.** At the option of the City, Bonds maturing on September 1, 2027, and thereafter may be called for redemption and payment prior to Stated Maturity on September 1, 2026, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

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

**Section 3.03. Selection of Bonds to be Redeemed.** The Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of \$5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

- (a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption; and
- (b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

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

**Section 3.04. Notice of Redemption.** In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the

Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds and to the Municipal Bond Insurer, if any, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

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

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

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

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

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in

the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

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

#### **ARTICLE IV FORM OF THE BONDS**

**Section 4.01. Form of the Bonds.** The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

#### **ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS**

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

- (a) Improvement Fund for the City of Spring Hill, Kansas, General Obligation Refunding and Improvement Bonds, Series 2016B;
- (b) Costs of Issuance Account for the City of Spring Hill, Kansas, General Obligation Refunding and Improvement Bonds, Series 2016B;
- (c) Principal and Interest Account for the City of Spring Hill, Kansas, General Obligation Refunding and Improvement Bonds, Series 2016B; and
- (d) Rebate Fund for the City of Spring Hill, Kansas, General Obligation Refunding and Improvement Bonds, Series 2016B.

Simultaneously with the issuance of the Bonds, there shall also be created with the Escrow Trustee, pursuant to the Escrow Trust Agreement, the Escrow Fund.

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

**ARTICLE VI**  
**APPLICATION OF BOND PROCEEDS AND OTHER FUNDS**

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

- (a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*;
- (b) In the Costs of Issuance Account, a sum equal to the Costs of Issuance Deposit identified on *Exhibit B*;
- (c) With the Escrow Trustee, the Escrow Fund Deposit identified on *Exhibit B* for further deposit into the Escrow Fund in accordance with the Escrow Trust Agreement; and
- (d) The balance of the proceeds of the Bonds shall be deposited in the Improvement Fund.

**Section 6.02. Application of Moneys in the Escrow Fund and Costs of Issuance Account.** Moneys in the Escrow Fund shall be administered in accordance with the provisions of the Escrow Trust Agreement. The Mayor or acting Mayor is further authorized and directed to execute and deliver the Escrow Trust Agreement on behalf of and as the act and deed of the City, in substantially the form on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor or acting Mayor may approve, which approval shall be evidenced by his or her execution thereof, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution and the Ordinance. The City Clerk or the acting City Clerk of the City is hereby authorized and directed to attest the execution of the Escrow Trust Agreement and execute or attest such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Resolution under the City's official seal.

The City Treasurer shall make withdrawals from the Costs of Issuance Account solely for the purpose of paying the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Principal Payment Date or one year after the date of issuance of the Bonds, shall be transferred to the Principal and Interest Account to pay a portion of the first principal payment due on the Bonds.

**Section 6.03. Withdrawals from the Improvement Fund.** The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements.

**Section 6.04. Source and Use of Other Moneys.** Simultaneously with the issuance and delivery of the Bonds, the City will use any special assessments that have been prepaid for the Improvements and any unspent proceeds of the Existing Notes to pay a portion of the costs of the Improvements, including the cost of redeeming the Existing Notes.

**Section 6.05. Surplus in the Improvement Fund.** All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements shall be transferred immediately to the Principal and Interest Account.

**Section 6.06. Substitution of Improvements.** The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City; (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement; and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

## **ARTICLE VII PAYMENT OF THE BONDS**

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

**Section 7.02. Transfer of Funds to Paying Agent.** The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

**Section 7.03. Surplus in Principal and Interest Account.** Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

**ARTICLE VIII  
DEPOSITS AND INVESTMENT OF FUNDS**

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

**Section 8.02. Investments.** Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds (other than the Escrow Fund for the Bonds) may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of Instructions) accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

**Section 8.03. Deposits Into and Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited pursuant to the Letter of Instructions. Subject to the transfer provisions provided in subsection (b) 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 no Owner of any Bonds shall have any right 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 herein by reference).

(b) Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions. Pursuant to the Letter of Instructions, the City shall remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this 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 Bonds.

**ARTICLE IX  
DEFAULT AND REMEDIES**

**Section 9.01. Remedies.** The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time

Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

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

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

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

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

**Section 9.03. Remedies Cumulative.** No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**ARTICLE X  
AMENDMENTS**

**Section 10.01. Amendments.** The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;
- (b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;
- (c) To conform this Resolution or the Bonds to the Code or future applicable federal law concerning tax-exempt obligations; or
- (d) To more precisely identify the Improvements.

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

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

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

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

## **ARTICLE XI DEFEASANCE**

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

## **ARTICLE XII TAX COVENANTS**

### **Section 12.01. General Covenants.**

(a) The City covenants and agrees that:

(i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City, nor take or permit any other 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 Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that

the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that:

(i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds;

(ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and

(iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of §148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of §141(a) of the Code.

**Section 12.02. Rebate Covenants.** The City covenants and agrees that it will pay or provide for the payment of from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The City specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Letter of Instructions. Notwithstanding anything to the contrary contained in this Resolution, the Letter of Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. This covenant shall survive payment in full or defeasance of the Bonds.

**Section 12.03. Designation of Bonds as Qualified Tax-Exempt Obligations.** The City designates the Bonds to be “qualified tax-exempt obligations” as such term is defined in § 265(b)(3) of the Code. In addition, the City represents that:

(a) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds”) which will be issued by the City (and all subordinate entities) during the calendar year that the Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(b) the City (including all subordinate entities) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year that the Bonds are issued, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

The Mayor is authorized to take such other action as may be necessary to make effective the designation contained in this subsection.

**Section 12.04. Survival of Covenants.** The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI or any other provision of this Resolution until the final Stated Maturity date of all Bonds Outstanding.

### **ARTICLE XIII DISCLOSURE**

**Section 13.01. Preliminary Official Statement and Final Official Statement.** The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The Final Official Statement is “deemed final” by the City in accordance with the provisions of the SEC Rule. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

**Section 13.02. Continuing Disclosure.** The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

### **ARTICLE XIV MISCELLANEOUS PROVISIONS**

**Section 14.01. Succession of a Securities Depository.** In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

**Section 14.02. Severability.** In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the

Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

**Section 14.03. Further Authority.** The Mayor, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 14.04. Governing Law.** This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 14.05. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

[Remainder of Page Intentionally Left Blank]

**ADOPTED** by the City Council of the City on November 10, 2016.

Signed by the Mayor on November 10, 2016.

**CITY OF SPRING HILL, KANSAS**

(Seal)

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

ATTEST:

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

**EXHIBIT A**  
(Form of Bond)

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

REGISTERED  
NUMBER R-\_\_

REGISTERED  
\$\_\_\_\_\_

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

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND  
SERIES 2016B

Interest Rate: _____ %	Maturity Date: _____	Dated Date: December 5, 2016	CUSIP: _____
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REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Spring Hill, in the Counties of Johnson and Miami, State of Kansas (the “City”), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the “Owner”), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of 12 30-day months), semiannually on March 1 and September 1 of each year, commencing September 1, 2017 (the “Interest Payment Dates”), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on

this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register, (b) at such other address as is furnished to the Paying Agent in writing by the Owner or (c) in the case of an interest payment to any Owner that is a securities depository by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated “General Obligation Refunding and Improvement Bonds, Series 2016B,” in an aggregate principal amount of \$[9,100,000] (the “Bonds”) issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the “Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, K.S.A. 10-427 *et seq.*, K.S.A. 12-6a01 *et seq.*, and K.S.A. 12-685 *et seq.*, all as amended and supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, 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 balance being 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 Bond and the issue of which it is a part as the same respectively become due.

**Optional Redemption.** At the option of the City, Bonds maturing September 1, 2027, and thereafter, may be called for redemption and payment prior to maturity on September 1, 2026, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

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

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than \$5,000, if less than all of the Bonds then outstanding are

to be called for redemption, treat each \$5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of \$5,000.

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

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

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

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

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

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

CITY OF SPRING HILL, KANSAS

(Seal) By \_\_\_\_\_  
Mayor

Attest:

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

---

**CERTIFICATE OF CITY CLERK**

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

I, the City Clerk of the City of Spring Hill, Kansas, certify that this Bond has been registered in my office according to law as of November 10, 2016.

WITNESS my hand and official seal.

(Seal) By \_\_\_\_\_  
City Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Refunding and Improvement Bonds, Series 2016B, of the City of Spring Hill, Kansas, described in the within-mentioned Resolution.

Registration Date \_\_\_\_\_

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

By \_\_\_\_\_

Registration Number \_\_\_\_\_

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**CERTIFICATE OF STATE TREASURER**

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

WITNESS my hand and official seal.

RON ESTES  
Treasurer of the State of Kansas

By \_\_\_\_\_

(Seal)

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**BOND ASSIGNMENT**

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

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

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

Dated: \_\_\_\_\_

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

Signature Guaranteed By:

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(Name of Eligible Guarantor Institution)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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**EXHIBIT B  
ADDITIONAL TERMS OF THE BONDS**

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

["**Bond Insurer**” means \_\_\_\_\_.]

“**Costs of Issuance Deposit**” means the sum of \$\_\_\_\_\_.

“**Escrow Fund Deposit**” means the sum of \$\_\_\_\_\_.

["**Municipal Bond Insurance Policy**” means \_\_\_\_\_.]

“**Ordinance**” means Ordinance No. 2016-R-\_\_\_ of the City authorizing the issuance of the Bonds.

“**Original Purchaser**” means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the original purchaser of the Bonds.

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

["**Term Bonds**” shall mean the Bonds maturing in the year \_\_\_\_.]

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

**SERIAL BONDS**

<b>Stated Maturity September 1</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Stated Maturity September 1</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
2017	\$	%	2027	\$	%
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		

[TERM BONDS

Stated Maturity September 1	Principal Amount	Interest Rate
	\$	%

**Mandatory Redemption.** Each of the \_\_\_\_\_ Term Bonds shall also be subject to mandatory redemption and payment on September 1, \_\_\_\_\_, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the \_\_\_\_\_ Term Bonds in each of the following years:

Principal Amount	Year
\$	*

\*Final Maturity]

**Premium.** The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is \$\_\_\_\_\_.

# Agenda Item Review Sheet

**To:** Mayor and City Council  
**From:** Frank Jenkins Jr., City Attorney  
**Date:** November 3, 2016  
**Meeting:** November 10, 2016

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**Formal Item:** Ordinance amending Rule 1 of the Governing Body's Order of Business in accordance with Charter Ordinance No. 36 to require a regular meeting on the second Monday in January following the certification of the November election.

**Issue:** Amendment of the Order of Business of the Governing Body to comply with Charter Ordinance No.36 which moved April 2017 election to November 2017 election and each such date thereafter.

**Background:** The 2015 Kansas Legislature enacted L. 2015, Chapter 88, House Bill 2104 which moved city elections from April of odd-years to November of odd-years and created new terms for the Governing Body and new election dates for those officials.

Because of the change in the election cycle, the terms of office must now begin on the second Monday in January following the certification of the election. The previous language of K.S.A. 25-2120 stated that the terms of office began at the "first regular meeting of the governing body following certification of the election results".

The creation by the City of an additional regular meeting on the second Monday in January following certification of an election would allow all newly elected officials to take their oaths of office on the day that their terms begin.

On October 13, 2016, the Governing Body adopted Charter Ordinance No. 36, which changed ordinances to comply with the new election laws.

Rule No. 1 of the Governing Body's Order of Business currently states that the only regular meetings are to held on the second and fourth Thursday of each month. Therefore, to conform to Charter Ordinance No.36 it is necessary to amend Rule 1.

**Analysis:** The new election law requires all municipal elections to be held in November of odd years instead of April of odd years. As part of the new law, all cities are mandated to conduct a regular meeting on the second Monday in January following certification of the November election of members to the Governing Body. The attached ordinance complies with the new election law and Charter Ordinance No. 36.

**Recommendation:** Adoption of the ordinance.

**Alternatives:**

1. Motion to adopt Ordinance No. 2016-16 amending Rule 1 of Order of Business relating establishing a regular meeting for the Tuesday following second Monday in January following the certification of election of elections of members of the Governing body.
2. Motion to continue the ordinance pending further information from City staff.

**Attachment:** Ordinance 2016-16

cc: Jonathan Roberts, City Administrator  
Glenda Gerrity, City Clerk  
Melanie Landis, Finance Director  
Jim Hendershot, Director of Community Development and Interim Public Works Director  
Richard Mann, Chief of Police

**ORDINANCE NO. 2016-16**

**AN ORDINANCE AMENDING RULE 1 OF THE ORDER OF BUSINESS OF THE GOVERNING BODY, CHAPTER 1, ARTICLE 2 OF THE SPRING HILL MUNICIPAL CODE RELATING TO THE SCHEDULE OF THE MEETINGS OF THE GOVERNING BODY.**

**WHEREAS**, the City of Spring Hill, Kansas is a city of the second class; and

**WHEREAS**, the 2015 Kansas Legislature enacted L. 2015, Chapter 88, House Bill 2104 which moved city elections from April of odd-years to November of odd-years and created new terms for the Governing Body and new election dates for those officials; and

**WHEREAS**, because of the change in election cycle, the terms of office must now begin on the second Monday in January following the certification of the election. The previous language of K.S.A. 25-2120 stated that the terms of office began at the “first meeting of the governing body following certification of the election results”; and

**WHEREAS**, the creation by the City of an additional regular meeting on the second Monday in January following certification of an election would allow all newly elected officials to take their oaths of office on the day that their terms begin; and

**WHEREAS**, because Rule 1 of the Order of Business of the Governing Body presently provides that all regular meetings commence at 7:00 P.M. on the second and fourth Thursday of each month, the Governing Body determines that it is necessary to amend Rule 1 to provide for an additional regular meeting on the second Monday in January following the certification of an election of Mayor and City Council members.

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

**Section 1. Amendment of Rule 1 of the Order of Business of the Governing Body.** Rule 1 of Section 1-201 of the Spring Hill Municipal Code is hereby amended to read as follows:

“Rule 1. The mayor and council members shall have regular sessions as follows:

- A. On the second Monday in January following the certification of the election of the mayor or a city council member; and
- B. On the second and fourth Thursday of each month.

The regular meetings shall commence at the hour of seven o’clock (7:00) P.M., and adjourned sessions at any other time they may deem appropriate

The city council may conduct any business of the city during any of the regular meetings.

Special meetings may be called by the mayor, or acting mayor, on the written request of any three members of the council, specifying the object and purpose of such meeting, which shall be read at the meeting and recorded in the journal of the minutes of the meetings of the council. In all cases it shall require a majority of the membership of the city council to constitute a quorum to do business; but a smaller number may adjourn from day to day and may compel the attendance of absent members in such manner and under such penalties as the council, by ordinance, may have previously prescribed.”

**Section 2. Effective Date.** This Ordinance shall be effective upon publication, as provided by law.

**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

RESOLUTION NO. 2016-R-32

A RESOLUTION ESTABLISHING A BROADBAND TASK FORCE IN THE CITY OF SPRING HILL, KANSAS, TO EXPLORE, REPORT, AND TENDER A RECOMMENDATION TO THE GOVERNING BODY ON THE FEASIBILITY OF USING MUNICIPAL RESOURCES TO ESTABLISH A PUBLIC OR, THROUGH PUBLIC/PRIVATE BROADBAND UTILITY.

**WHEREAS**, K.S.A. § 15-305 requires the Mayor to make certain recommendations for the City Council's consideration as may relate to "the improvement of the finances of the city, the police, health, security, ornament, comfort and general prosperity of the city"; and,

**WHEREAS**, through community Walk & Talk's, community feedback forums, communications to the Office of the Mayor, and communications to City Councilmembers, the residents of the City of Spring Hill are desirous of greater broadband speeds, service, and options; and,

**WHEREAS**, the Spring Hill, Kansas, business community has expressed the same desires as residents; and,

**WHEREAS**, the Governing Body of the City of Spring Hill, Kansas, has engaged existing service providers in an effort to provide broader coverage and improvements to services provided to residents and businesses; and,

**WHEREAS**, those efforts have yielded some improvements for certain areas within the City but leave other areas with inadequate or no service; and,

**WHEREAS**, the Governing Body believes that improving the City's broadband offering will help to ensure that Spring Hill remains a competitive choice for families and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING HILL, KANSAS, THAT:

1. The City of Spring Hill establishes the Broadband Task Force to assist the Governing Body in examining and evaluating the feasibility of establishing either a public broadband utility or establishing such a utility through a public/private partnership.
  - a. Composition. The Broadband Task Force shall be composed of seven members, each of whom shall be residents of the City of Spring Hill, Kansas, with the goal of membership to a broad range of experiences and ideas inclusive of the business community, members of both the youth and senior members of the community, telecommuters, members of the community with business, technology, or telecommunications experience, and members of the community with a general interest in the topic of broadband services.

- b. Term. The term of the Broadband Task Force is six months with up to one six month extension.
- c. Staff Support. The Broadband Task Force shall be assigned a staff advisor who shall serve as a non-voting member.
- d. Professional Support. By separate consideration, the Governing Body may retain the services of a consultant to provide additional support to the Broadband Task Force.
- e. Meetings. The Broadband Task Force shall meet at least once monthly or on a more frequent schedule as determined by the group. All meetings shall be open to the public and shall comply with the Kansas Open Meetings Act.

2. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City of Spring Hill, Kansas, on November 10, 2016.

CITY OF SPRINGHILL, KANSAS

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Steven M. Ellis, Mayor

(Seal)

ATTEST:

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Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

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Frank H. Jenkins, Jr., City Attorney



INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
1317	10/21/2016	5 STAR PUMP & CONTROL EQUIPMENT MAINTENANCE	25-15-7670	\$ 1,825.00	78805	11/3/2016
		5 STAR PUMP & CONTROL		\$ 1,825.00		
		AETNA				
PR20161021	10/21/2016	AETNA-457 PLAN	01-00-2035	\$ 575.65	1283705	10/28/2016 E
PR20161021	10/21/2016	AETNA-457 PLAN	01-18-5120	\$ 40.00	1283705	10/28/2016 E
PR20161021	10/21/2016	AETNA-457 PLAN	20-00-2035	\$ 30.00	1283705	10/28/2016 E
		AETNA		\$ 645.65		
		ALL-CITY MANAGEMENT				
45204	10/7/2016	CROSSING GUARD SERVICE	01-05-7742	\$ 1,049.40	217317	10/25/2016
		ALL-CITY MANAGEMENT		\$ 1,049.40		
		ANDREA JESBERG				
160310	10/3/2016	TRAINING/SEMINARS	01-06-7640	\$ 128.52	217329	10/27/2016
		ANDREA JESBERG		\$ 128.52		
		ANTWONE SMOOT				
160311	11/3/2016	MILEAGE/TRAVEL EXPENSES	01-11-6050	\$ 77.68	78806	11/3/2016
		ANTWONE SMOOT		\$ 77.68		
		ASHTON SHIPPS				
2597	10/8/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78790	10/24/2016
		ASHTON SHIPPS		\$ 75.00		
		ATRONIC ALARMS, INC				
171104	9/24/2016	PROFESSIONAL SERVICES	01-17-7740	\$ 19.50	217330	10/27/2016
		ATRONIC ALARMS, INC		\$ 19.50		
		BRUCE HEDRICK				
161010	10/10/2016	LEGAL SERVICES	01-06-7710	\$ 150.00	78762	10/20/2016
		BRUCE HEDRICK		\$ 150.00		
		CCS PRESENTATION SYSTEMS				
4689	10/20/2016	CITY HALL PROJECT	31-31-8500	\$ 2,885.34	78804	10/28/2016
		CCS PRESENTATION SYSTEMS		\$ 2,885.34		
		CINTAS FIRST AID & SAFETY				
5006138569	10/6/2016	FIRST AID SUPPLIES	01-02-6090	\$ 105.92	78763	10/20/2016
5006138569	10/6/2016	FIRST AID SUPPLIES	25-15-6090	\$ 41.44	78763	10/20/2016
5006138569	10/6/2016	FIRST AID SUPPLIES	20-14-6090	\$ 41.44	78763	10/20/2016
		CINTAS FIRST AID & SAFET		\$ 188.80		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
CITY OF SPRING HILL						
160311	11/3/2016	REFUSE	01-02-7628	\$ 106.49	78807	11/3/2016
160311	11/3/2016	REFUSE	01-04-7628	\$ 94.48	78807	11/3/2016
160311	11/3/2016	REFUSE	01-17-7628	\$ 188.96	78807	11/3/2016
160311	11/3/2016	REFUSE	20-14-7628	\$ 58.44	78807	11/3/2016
160311	11/3/2016	REFUSE	01-05-7628	\$ 82.46	78807	11/3/2016
160311	11/3/2016	REFUSE	01-12-7628	\$ 139.25	78807	11/3/2016
163110	10/31/2016	REFUSE	01-02-7628	\$ 106.49	78807	11/3/2016
163110	10/31/2016	REFUSE	01-04-7628	\$ 94.48	78807	11/3/2016
163110	10/31/2016	REFUSE	01-17-7628	\$ 188.96	78807	11/3/2016
163110	10/31/2016	REFUSE	20-14-7628	\$ 58.44	78807	11/3/2016
163110	10/31/2016	REFUSE	01-05-7628	\$ 82.46	78807	11/3/2016
163110	10/31/2016	REFUSE	01-12-7628	\$ 139.25	78807	11/3/2016
				-----		
CITY OF SPRING HILL				\$ 1,340.16		
COMFORT DESIGNS HEATING						
1645698789	10/18/2016	NEW A/C UNIT AT CITY HAL	01-17-8110	\$ 4,784.00	78808	11/3/2016
1654896478	10/12/2016	CITY HALL PROJECT	31-31-8500	\$ 700.00	78808	11/3/2016
				-----		
COMFORT DESIGNS HEATING				\$ 5,484.00		
CROSS-MIDWEST TIRE CO.						
60238355	10/3/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 591.24	217318	10/25/2016
60238440	10/5/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 876.06	217318	10/25/2016
				-----		
CROSS-MIDWEST TIRE CO.				\$ 1,467.30		
DAN'S TRAILER TRUCK SERV						
161909	9/19/2016	CUSTOMER SECURITY DEPOSI	20-00-2050	\$ 792.13	78791	10/24/2016
				-----		
DAN'S TRAILER TRUCK SERV				\$ 792.13		
DELL FINANCIAL SERVICES						
78693976	9/17/2016	COMPUTER EQUIPMENT	01-09-8120	\$ 415.00	78764	10/20/2016
78693976	9/17/2016	COMPUTER EQUIPMENT	20-14-8120	\$ 415.00	78764	10/20/2016
78693976	9/17/2016	COMPUTER EQUIPMENT	25-15-8120	\$ 405.50	78764	10/20/2016
78693977	9/17/2016	COMPUTER EQUIPMENT	01-09-8120	\$ 426.36	78764	10/20/2016
78649105	10/1/2016	COMPUTER EQUIPMENT	01-09-8120	\$ 916.40	78809	11/3/2016
78734800	12/1/2016	COMPUTER EQUIPMENT	01-01-8120	\$ 241.31	78809	11/3/2016
78734800	12/1/2016	COMPUTER EQUIPMENT	01-11-8120	\$ 15.49	78809	11/3/2016
				-----		
DELL FINANCIAL SERVICES				\$ 2,835.06		
DEVON SHEFCYK						
2790	10/22/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78810	11/3/2016
				-----		
DEVON SHEFCYK				\$ 75.00		
ELLYCE STECK						
2735	10/21/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78811	11/3/2016
				-----		
ELLYCE STECK				\$ 75.00		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
21644	9/28/2016	ETC INSTITUTE CITIZEN SURVEY/VISIONING	01-07-7741	\$ 912.00	78812	11/3/2016
		ETC INSTITUTE		\$ 912.00		
5573	9/17/2016	EUDORA EYE CARE P.A. SEWER - INSURANCE/BENEFI	25-15-5120	\$ 250.00	78765	10/20/2016
		EUDORA EYE CARE P.A.		\$ 250.00		
70294	10/15/2016	FAMILY CONCEPTS, LTD. PUBLIC RELATIONS	01-05-7750	\$ 318.66	78813	11/3/2016
		FAMILY CONCEPTS, LTD.		\$ 318.66		
148003	10/4/2016	FARMERS UNION CO-OPERATIV SEED/FERTILIZER	01-03-6320	\$ 43.90	78766	10/20/2016
		FARMERS UNION CO-OPERATI		\$ 43.90		
SKC1121096	10/7/2016	FASTENAL COMPANY PARK SUPPLIES/MATERIALS	01-03-6330	\$ 106.98	217319	10/25/2016
		FASTENAL COMPANY		\$ 106.98		
360309	9/14/2016	FOREMOST PROMOTIONS PUBLIC RELATIONS	01-05-7750	\$ 867.15	78767	10/20/2016
		FOREMOST PROMOTIONS		\$ 867.15		
09-4264B	7/27/2016	FREEDOM LAWN & LANDSCAPE CONTRACTUAL SERVICES	01-18-7740	\$ 450.00	217331	10/27/2016
09-4303B	9/30/2016	CONTRACTUAL SERVICES	01-18-7740	\$ 150.00	217331	10/27/2016
09-4304B	9/30/2016	CONTRACTUAL SERVICES	01-18-7740	\$ 150.00	217331	10/27/2016
		FREEDOM LAWN & LANDSCAPE		\$ 750.00		
29063	10/13/2016	FRY & ASSOCIATES INC MATERIALS/SUPPLIES	11-03-6330	\$ 3,208.00	78814	11/3/2016
		FRY & ASSOCIATES INC		\$ 3,208.00		
6066442	9/15/2016	GALLS/QUARTERMASTER UNIFORMS	01-05-7680	\$ 259.90	78768	10/20/2016
6100604	9/21/2016	UNIFORMS	01-05-7680	\$ 1,109.82	78768	10/20/2016
6100605	9/21/2016	UNIFORMS	01-05-7680	\$ 64.99	78768	10/20/2016
		GALLS/QUARTERMASTER		\$ 1,434.71		
19725-1	10/21/2016	GERKEN RENT-ALL BUILDING MAINTENANCE	01-17-6160	\$ 291.67	78815	11/3/2016
		GERKEN RENT-ALL		\$ 291.67		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
110164	9/19/2016	GRAFIX SHOPPE POLICE MISC	01-05-6090	\$ 601.63	78769	10/20/2016
		GRAFIX SHOPPE		\$ 601.63		
52033	10/7/2016	H.E.R.S. INC VEHICLE MAINTENANCE	01-02-6150	\$ 10.50	78770	10/20/2016
52036	10/10/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 2.25	78770	10/20/2016
52056	10/14/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 7.44	78816	11/3/2016
		H.E.R.S. INC		\$ 20.19		
2786	12/2/2016	HAILEE FARLEY DEPOSIT REFUND	01-00-2050	\$ 350.00	78792	10/24/2016
		HAILEE FARLEY		\$ 350.00		
2683	10/8/2016	HELEN HECKE DEPOSIT REFUND	01-00-2050	\$ 75.00	78793	10/24/2016
		HELEN HECKE		\$ 75.00		
1667198	10/7/2016	HERITAGE TRACTOR, INC EQUIPMENT MAINTENANCE	01-03-7670	\$ 9.37	78771	10/20/2016
1670938	10/17/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 117.23	78817	11/3/2016
		HERITAGE TRACTOR, INC		\$ 126.60		
161010	10/10/2016	ICMA MEMBERSHIP RENEWALS MEMBERSHIPS/DUES/SUBSCRI	01-01-7630	\$ 851.97	78772	10/20/2016
		ICMA MEMBERSHIP RENEWALS		\$ 851.97		
964554-000	10/5/2016	INDUSTRIAL SALES COMPANY LINE REPLACEMENT	20-14-7280	\$ 5.97	78818	11/3/2016
965877-000	10/19/2016	BUILDING MAINTENANCE	01-17-6160	\$ 52.50	78818	11/3/2016
965991-000	10/20/2016	BUILDING MAINTENANCE	01-17-6160	\$ 308.75	78818	11/3/2016
		INDUSTRIAL SALES COMPANY		\$ 367.22		
PR20161021	10/21/2016	INTERNAL REVENUE SERVICE FED/FICA TAX	01-00-2020	\$ 18,501.86	1283704	10/28/2016 E
PR20161021	10/21/2016	FED/FICA TAX	20-00-2020	\$ 1,295.71	1283704	10/28/2016 E
PR20161021	10/21/2016	FED/FICA TAX	25-00-2020	\$ 607.27	1283704	10/28/2016 E
		INTERNAL REVENUE SERVICE		\$ 20,404.84		
2794	10/16/2016	IRENE EMMERICH DEPOSIT REFUND	01-00-2050	\$ 50.00	78794	10/24/2016
		IRENE EMMERICH		\$ 50.00		
32966	10/4/2016	JAMAR TECHNOLOGIES, INC EQUIPMENT MAINTENANCE	01-02-7670	\$ 126.76	78773	10/20/2016
		JAMAR TECHNOLOGIES, INC		\$ 126.76		

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2801	10/14/2016	JAMES BROWN DEPOSIT REFUND	01-00-2050	\$ 75.00	78795	10/24/2016
		JAMES BROWN		\$ 75.00		
2792	10/23/2016	JANET McRAE DEPOSIT REFUND	01-00-2050	\$ 75.00	78819	11/3/2016
		JANET McRAE		\$ 75.00		
3994	10/4/2016	JOHNSON COUNTY SHERIFF'S PRISONER BOARDING	01-06-7120	\$ 2,380.00	78774	10/20/2016
		JOHNSON COUNTY SHERIFF'S		\$ 2,380.00		
142272	9/28/2016	KA-COMM, INC. EQUIPMENT MAINTENANCE	01-05-7670	\$ 123.75	78820	11/3/2016
		KA-COMM, INC.		\$ 123.75		
6100459	10/31/2016	KANSAS ONE-CALL CONTRACTUAL SERVICES	20-14-7740	\$ 13.84	78821	11/3/2016
6100459	10/31/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 13.83	78821	11/3/2016
6100459	10/31/2016	PROFESSIONAL SERVICES	01-02-7740	\$ 13.83	78821	11/3/2016
		KANSAS ONE-CALL		\$ 41.50		
PR20161021	10/21/2016	KANSAS PAYMENT CNTR CHILD SUPPORT 1	01-00-2040	\$ 158.31	78803	10/28/2016
		KANSAS PAYMENT CNTR		\$ 158.31		
160211	11/2/2016	KCMBA SUPPLIES-COURT	01-06-6110	\$ 29.75	78822	11/3/2016
		KCMBA		\$ 29.75		
163009	9/30/2016	KDHE STATE FEES/PERMITS	25-15-7210	\$ 185.00	78775	10/20/2016
		KDHE		\$ 185.00		
20161004	10/4/2016	KERRY'S KENNELS KENNEL CHARGES	01-18-7110	\$ 252.00	78776	10/20/2016
		KERRY'S KENNELS		\$ 252.00		
PR20161021	10/21/2016	KP&F KP&F	01-00-2030	\$ 6,612.43	1283706	10/28/2016 E
		KP&F		\$ 6,612.43		

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		KPERS				
PR20161021	10/21/2016	KPERS TIER 1	01-00-2030	\$ 3,898.94	1283703	10/28/2016 E
PR20161021	10/21/2016	KPERS TIER 1	20-00-2030	\$ 515.88	1283703	10/28/2016 E
PR20161021	10/21/2016	KPERS TIER 1	25-00-2030	\$ 350.35	1283703	10/28/2016 E
PR20161021	10/21/2016	KPERS post 7/09	01-00-2030	\$ 2,729.39	1283703	10/28/2016 E
PR20161021	10/21/2016	KPERS post 7/09	25-00-2030	\$ 458.80	1283703	10/28/2016 E
PR20161021	10/21/2016	KPERS TIER 3	01-00-2030	\$ 798.00	1283703	10/28/2016 E
				-----		
		KPERS		\$ 8,751.36		
		KS DEPT OF HEALTH/ENVIRON				
163009	9/30/2016	LAB ANALYSIS	20-14-7240	\$ 494.00	78823	11/3/2016
				-----		
		KS DEPT OF HEALTH/ENVIRO		\$ 494.00		
		KS DEPT OF REV				
163009	9/30/2016	LEGAL PUBLICATION/FILLIN	01-08-7120	\$ 40.00	78777	10/20/2016
				-----		
		KS DEPT OF REV		\$ 40.00		
		KS HEAVY CONSTRUCTION				
160410	10/4/2016	WEBSTER ACCEL LANE	85-00-7760	\$ 84,484.80	78778	10/20/2016
160410	10/4/2016	RIDGEVIEW SIDEWALK	82-00-7760	\$ 405.00	78778	10/20/2016
163110	10/31/2016	WEBSTER ST. ACC. LANE	85-00-7760	#####	78824	11/3/2016
163110	10/31/2016	VETERANS LANE	87-00-7760	\$ 81,139.50	78824	11/3/2016
				-----		
		KS HEAVY CONSTRUCTION		#####		
		KS STATE TREASURER				
162607	7/27/2016	COST OF ISSUANCE	74-00-6000	\$ 630.00	217320	10/25/2016
33017	10/5/2016	COURT REINSTATEMENT	01-00-2206	\$ 59.00	217332	10/27/2016
33017	10/5/2016	JUDICIAL BRANCH	01-00-2206	\$ 49.00	217332	10/27/2016
33017	10/5/2016	JUDICIAL BRANCH TRAINING	01-00-2202	\$ 51.00	217332	10/27/2016
33017	10/5/2016	LAW ENFORCEMENT TRAINING	01-00-2201	\$ 986.50	217332	10/27/2016
33017	10/5/2016	DUI FEES	01-00-2208	\$ 1,183.50	217332	10/27/2016
				-----		
		KS STATE TREASURER		\$ 2,959.00		
		KS WATER PROTECTION FEE				
160211A	11/2/2016	WATER PROTECTION FEE	20-14-7220	\$ 1,873.26	78825	11/3/2016
160211B	11/2/2016	WATER PROTECTION FEE	20-14-7220	\$ 2,257.86	78825	11/3/2016
160211C	11/2/2016	WATER PROTECTION FEE	20-14-7220	\$ 1,967.33	78825	11/3/2016
				-----		
		KS WATER PROTECTION FEE		\$ 6,098.45		
		KS WITHHOLDING TAX				
PR20161021	10/21/2016	STATE TAX	01-00-2020	\$ 2,484.21	1283702	10/28/2016 E
PR20161021	10/21/2016	STATE TAX	20-00-2020	\$ 168.43	1283702	10/28/2016 E
PR20161021	10/21/2016	STATE TAX	25-00-2020	\$ 79.53	1283702	10/28/2016 E
				-----		
		KS WITHHOLDING TAX		\$ 2,732.17		
		LAWRENCE HUMANE SOCIETY				
16007393	10/1/2016	KENNEL CHARGES	01-18-7110	\$ 240.00	78779	10/20/2016
				-----		
		LAWRENCE HUMANE SOCIETY		\$ 240.00		

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16-2893	10/12/2016	LEAGUE OF KS MUNICIPALITI PRINTING & ADVERTISING	01-05-6120	\$ 210.00	217321	10/25/2016
16-2893	10/12/2016	PRINTING & ADVERTISING	01-06-6120	\$ 45.00	217321	10/25/2016
16-2893	10/12/2016	PRINTING	01-08-6120	\$ 104.08	217321	10/25/2016
200000813	9/23/2016	TRAINING & SEMINARS	01-01-7640	\$ 450.00	217321	10/25/2016
		LEAGUE OF KS MUNICIPALIT		----- \$ 809.08		
160310	10/3/2016	LLOYD BERRY FEES-MUNICIPAL COURT	01-00-4240	\$ 30.00	78796	10/24/2016
		LLOYD BERRY		----- \$ 30.00		
160610	10/6/2016	LOWE LAW FIRM, LLP RETAINER	01-01-7710	\$ 3,000.00	217333	10/27/2016
160610	10/6/2016	DAYTON CREEK	88-00-7710	\$ 1,880.10	217333	10/27/2016
160610	10/6/2016	TRASH CONTRACT	01-09-7710	\$ 2,168.80	217333	10/27/2016
160610	10/6/2016	EMPLOYEE HANDBOOK	01-09-7710	\$ 25.00	217333	10/27/2016
160610	10/6/2016	KCPL FRANCHISE	01-09-7710	\$ 318.30	217333	10/27/2016
160610	10/6/2016	BLACKHAWK	81-00-7710	\$ 375.00	217333	10/27/2016
160610	10/6/2016	OAKWOODS-RHID REVIEW	01-16-7710	\$ 567.40	217333	10/27/2016
160610	10/6/2016	ESTATES OF WOLF CREEK	80-00-7710	\$ 477.70	217333	10/27/2016
160610	10/6/2016	CROSINGS TAX FORCLOSURE	01-16-7710	\$ 137.50	217333	10/27/2016
160610	10/6/2016	CITY HALL REMODEL/REMEDI	31-31-8500	\$ 441.30	217333	10/27/2016
160610	10/6/2016	2016B G.O. BONDS	87-00-7710	\$ 29.80	217333	10/27/2016
160610	10/6/2016	NICHE-JCRION PROJECT	01-05-7710	\$ 39.70	217333	10/27/2016
160610	10/6/2016	SEWER BACKUP CLAIM	01-09-7710	\$ 100.00	217333	10/27/2016
160610	10/6/2016	SCANNING AMERICA CONTRAC	01-09-7710	\$ 254.20	217333	10/27/2016
160610	10/6/2016	I-LEADS CONTRACT CANCELL	01-05-7710	\$ 212.50	217333	10/27/2016
160610	10/6/2016	AZURE CLOUD AGRMT	01-09-7710	\$ 75.00	217333	10/27/2016
		LOWE LAW FIRM, LLP		----- \$ 10,102.30		
10160407	10/1/2016	MAJESTIC FRANCHSING JANITORIAL SERVICES	01-05-7610	\$ 240.00	217322	10/25/2016
		MAJESTIC FRANCHSING		----- \$ 240.00		
160110	10/1/2016	MANAHAN CONSULTING CONSULTING SERVICES	01-11-7720	\$ 880.00	78780	10/20/2016
160110	10/1/2016	CONSULTING SERVICES	20-14-7720	\$ 440.32	78780	10/20/2016
160110	10/1/2016	CONTRACTUAL SERVICES	25-15-7740	\$ 440.32	78780	10/20/2016
		MANAHAN CONSULTING		----- \$ 1,760.64		
6115	9/23/2016	MCANANY,VAN CLEAVE & PHIL LEGAL SERVICES	01-09-7710	\$ 873.00	78826	11/3/2016
		MCANANY,VAN CLEAVE & PHI		----- \$ 873.00		
2797	11/6/2016	MELISSA BECK DEPOSIT REFUND	01-00-2050	\$ 75.00	78797	10/24/2016
		MELISSA BECK		----- \$ 75.00		

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		METLIFE SMALL BUSINESS CE				
160110	10/1/2016	COURT-INSURANCE/BENEFITS	01-06-5120	\$ 11.10	78828	11/3/2016
160110	10/1/2016	POLICE-INSURANCE/BENEFIT	01-05-5120	\$ 134.94	78828	11/3/2016
160110	10/1/2016	STREETS-INSURANCE/BENEFIT	01-02-5120	\$ 45.56	78828	11/3/2016
160110	10/1/2016	WATER-INSURANCE/BENEFITS	20-14-5120	\$ 34.46	78828	11/3/2016
160110	10/1/2016	PARKS-INSURANCE/BENEFITS	01-03-5120	\$ 34.46	78828	11/3/2016
160110	10/1/2016	INSURANCE/BENEFITS	01-11-5120	\$ 33.30	78828	11/3/2016
160110	10/1/2016	METLIFE PREMIUM	01-08-5120	\$ 11.68	78828	11/3/2016
160110	10/1/2016	ADMIN-INSURANCE/BENEFITS	01-01-5120	\$ 33.30	78828	11/3/2016
160110	10/1/2016	PLANNING-INSURANCE/BENEFIT	01-16-5120	\$ 46.14	78828	11/3/2016
160110	10/1/2016	SEWER-INSURANCE/BENEFITS	25-15-5120	\$ 33.88	78828	11/3/2016
160110	10/1/2016	CIVIC CENTER-INSURANCE/B	01-17-5120	\$ 11.68	78828	11/3/2016
160110	10/1/2016	PW INSURANCE/BENEFITS	01-13-5120	\$ 22.20	78828	11/3/2016
160111	11/1/2016	COURT-INSURANCE/BENEFITS	01-06-5120	\$ 11.10	78828	11/3/2016
160111	11/1/2016	POLICE-INSURANCE/BENEFIT	01-05-5120	\$ 134.94	78828	11/3/2016
160111	11/1/2016	STREETS-INSURANCE/BENEFIT	01-02-5120	\$ 45.56	78828	11/3/2016
160111	11/1/2016	WATER-INSURANCE/BENEFITS	20-14-5120	\$ 34.46	78828	11/3/2016
160111	11/1/2016	PARKS-INSURANCE/BENEFITS	01-03-5120	\$ 34.46	78828	11/3/2016
160111	11/1/2016	INSURANCE/BENEFITS	01-11-5120	\$ 33.30	78828	11/3/2016
160111	11/1/2016	INSURANCE/BENEFITS	01-08-5120	\$ 11.68	78828	11/3/2016
160111	11/1/2016	ADMIN-INSURANCE/BENEFITS	01-01-5120	\$ 33.30	78828	11/3/2016
160111	11/1/2016	PW INSURANCE/BENEFITS	01-13-5120	\$ 22.20	78828	11/3/2016
160111	11/1/2016	PLANNING-INSURANCE/BENEFIT	01-16-5120	\$ 46.14	78828	11/3/2016
160111	11/1/2016	SEWER-INSURANCE/BENEFITS	25-15-5120	\$ 33.88	78828	11/3/2016
160111	11/1/2016	CIVIC CENTER-INSURANCE/B	01-17-5120	\$ 11.68	78828	11/3/2016
				-----		
		METLIFE SMALL BUSINESS C		\$ 905.40		
		MIAMI COUNTY ROAD & BRIDG				
2016-829	10/20/2016	VICTORY ROAD PROJECT	10-02-7210	\$ 17,764.05	78829	11/3/2016
				-----		
		MIAMI COUNTY ROAD & BRID		\$ 17,764.05		
		MIAMI COUNTY SHERIFF OFFI				
20160930	9/30/2016	PRISONER BOARDING	01-06-7120	\$ 120.00	78781	10/20/2016
				-----		
		MIAMI COUNTY SHERIFF OFF		\$ 120.00		
		MID-STATES MATERIALS, LLC				
58818	9/27/2016	STREET MATERIALS	10-02-6330	\$ 1,103.57	78782	10/20/2016
				-----		
		MID-STATES MATERIALS, LL		\$ 1,103.57		
		MOWER DOCTOR				
45707	10/7/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 282.41	217323	10/25/2016
45716	10/5/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 39.05	217323	10/25/2016
				-----		
		MOWER DOCTOR		\$ 321.46		

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NAPA SPRING HILL, LLC						
320625	10/5/2016	EQUIPMENT MAINTENANCE	01-03-7670	\$ 5.20	78783	10/20/2016
320635	10/5/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 39.78	78783	10/20/2016
320671	10/6/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 2.20	78783	10/20/2016
320886	10/12/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 14.64	78830	11/3/2016
320920	10/13/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 21.96	78830	11/3/2016
320924	10/13/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 3.04	78830	11/3/2016
320934	10/13/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 11.96	78830	11/3/2016
320946	10/13/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 10.97	78830	11/3/2016
321179	10/20/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 12.16	78830	11/3/2016
321312	10/25/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 4.99	78830	11/3/2016
321338	10/26/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 24.31	78830	11/3/2016
321410	10/27/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 2.62	78830	11/3/2016
				-----		
NAPA SPRING HILL, LLC				\$ 153.83		
NIFFIE PRINTING						
313267	9/16/2016	PRINTING & ADVERTISING	01-05-6120	\$ 49.75	217324	10/25/2016
313299	10/5/2016	PRINTING & ADVERTISING	01-06-6120	\$ 222.38	217324	10/25/2016
				-----		
NIFFIE PRINTING				\$ 272.13		
O'DONNELL AND SONS CONSTR						
39740	9/30/2016	STREET MATERIALS	10-02-6330	\$ 336.44	78831	11/3/2016
				-----		
O'DONNELL AND SONS CONST				\$ 336.44		
OFFICE MAX						
183550	9/30/2016	OFFICE SUPPLIES-CITY HAL	01-09-6110	\$ 138.99	217325	10/25/2016
190263	9/30/2016	OFFICE SUPPLIES-CITY HAL	01-09-6110	\$ 76.68	217325	10/25/2016
197515	10/5/2016	OFFICE EQUIPMENT-SHREDDE	01-09-8150	\$ 974.99	217325	10/25/2016
224601	10/5/2016	OFFICE SUPPLIES	20-14-6110	\$ 6.64	217325	10/25/2016
238519	10/6/2016	OFFICE SUPPLIES	20-14-6110	\$ 18.41	217325	10/25/2016
238519	10/6/2016	OFFICE SUPPLIES	25-15-6110	\$ 18.41	217325	10/25/2016
281336	10/11/2016	OFFICE SUPPLIES-CITY HAL	01-09-6110	\$ 29.79	217325	10/25/2016
				-----		
OFFICE MAX				\$ 1,263.91		
OLATHE WINWATER WORKS						
115103 00	10/3/2016	DRAINAGE PIPE	10-02-6320	\$ 33.00	78784	10/20/2016
115178 00	10/10/2016	PIPES & FITTINGS	20-14-6310	\$ 137.94	78832	11/3/2016
115401 00	10/21/2016	DRAINAGE PIPE	10-02-6320	\$ 1,643.00	78832	11/3/2016
115654 00	10/20/2016	BUILDING MAINTENANCE	01-17-6160	\$ 501.76	78832	11/3/2016
115673 00	10/21/2016	BUILDING MAINTENANCE	01-17-6160	\$ 399.00	78832	11/3/2016
115724 00	10/24/2016	BUILDING MAINTENANCE	01-17-6160	\$ 47.00	78832	11/3/2016
115752 00	10/25/2016	LINE MAINTENANCE	25-15-7270	\$ 51.24	78832	11/3/2016
				-----		
OLATHE WINWATER WORKS				\$ 2,812.94		
OLYMPUS CUSTOM HOMES						
161909	9/19/2016	WATER UTILITY SALES	20-14-4310	\$ 42.29	78798	10/24/2016
				-----		
OLYMPUS CUSTOM HOMES				\$ 42.29		

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		PACE ANALYTICAL SERVICES,				
1660008564	7/26/2016	LAB ANALYSIS	25-15-7250	\$ 490.00	78833	11/3/2016
1660014565	10/27/2016	LAB ANALYSIS	25-15-7250	\$ 490.00	78833	11/3/2016
1660014848	10/31/2016	LAB ANALYSIS	25-15-7250	\$ 248.00	78833	11/3/2016
				-----		
		PACE ANALYTICAL SERVICES		\$ 1,228.00		
		PAULA HIATT				
2800	10/15/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78799	10/24/2016
				-----		
		PAULA HIATT		\$ 75.00		
		PRAXAIR DISTRIBUTION INC.				
74566759	9/30/2016	EQUIPMENT RENTAL/LEASE	01-02-7660	\$ 83.20	78834	11/3/2016
				-----		
		PRAXAIR DISTRIBUTION INC		\$ 83.20		
		PRIME INDUSTRIAL PRODUCTS				
192521	10/25/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 162.93	78835	11/3/2016
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		PRIME INDUSTRIAL PRODUCT		\$ 162.93		
		QUILL				
6845538	6/22/2016	OFFICE SUPPLIES	01-05-6110	\$ 19.78	78785	10/20/2016
9460641	9/26/2016	OFFICE SUPPLIES	01-05-6110	\$ 35.25	78785	10/20/2016
9973631	10/13/2016	OFFICE SUPPLIES	01-05-6110	\$ 21.97	78836	11/3/2016
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		QUILL		\$ 77.00		
		REDDI SERVICES				
1501026	9/8/2016	SEWER CLEANING/PHOTOGRAP	25-15-7260	\$ 740.00	78837	11/3/2016
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		REDDI SERVICES		\$ 740.00		
		REINDERS				
5030906-00	9/23/2016	SEED/FERTILIZER	01-03-6320	\$ 588.95	217326	10/25/2016
5030935-00	9/29/2016	SEED/FERTILIZER	01-03-6320	\$ 379.30	217326	10/25/2016
5031020-00	9/30/2016	SEED/FERTILIZER	01-03-6320	\$ 1,575.00	217326	10/25/2016
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		REINDERS		\$ 2,543.25		
		ROXIE FLOYD				
2775	10/9/2016	DEPOSIT REFUND	01-00-2050	\$ 75.00	78800	10/24/2016
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		ROXIE FLOYD		\$ 75.00		
		ROYAL METAL INDUSTRIES, I				
237353	10/14/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 26.00	78838	11/3/2016
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		ROYAL METAL INDUSTRIES,		\$ 26.00		
		RURAL WATER DISTRICT #2 M				
61023001-1	10/3/2016	WATER PURCHASES	20-14-7200	\$ 35,950.07	78801	10/24/2016
162810	10/28/2016	WATER PROTECTION FEE	20-14-7220	\$ 22.17	78839	11/3/2016
61021011-4	11/1/2016	WATER PURCHASES	20-14-7200	\$ 23,981.84	78840	11/3/2016
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		RURAL WATER DISTRICT #2		\$ 59,954.08		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
11203	10/5/2016	SHAWNEE MISSION FORD EQUIPMENT	86-00-8110	\$ 40,405.48	78786	10/20/2016
		SHAWNEE MISSION FORD		\$ 40,405.48		
163009	9/30/2016	SPRING HILL OIL (CH) FUEL-2001 TAURUS	01-01-6140	\$ 29.05	217327	10/25/2016
163009	9/30/2016	FUEL-2008 ESCAPE	01-16-6140	\$ 48.20	217327	10/25/2016
163009	9/30/2016	FUEL-2005 ESCAPE	01-16-6140	\$ 26.92	217327	10/25/2016
20160929	9/30/2016	FUEL	01-05-6140	\$ 294.34	217327	10/25/2016
20160930	9/30/2016	FUEL	01-18-6140	\$ 51.80	217327	10/25/2016
		SPRING HILL OIL (CH)		\$ 450.31		
1107279	10/4/2016	STANTEC CONSULTING PROFESSIONAL SERVICES	01-02-7740	\$ 2,000.00	78841	11/3/2016
		STANTEC CONSULTING		\$ 2,000.00		
161909	9/19/2016	STRAUB CONSTRUCTION CUSTOMER DEPOSIT	20-00-2050	\$ 775.63	78802	10/24/2016
		STRAUB CONSTRUCTION		\$ 775.63		
110179107	9/12/2016	SUMMIT TRUCK GROUP VEHCILE MAINTENANCE	01-02-6150	\$ 387.61	217328	10/25/2016
110181326	9/26/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 60.84	217328	10/25/2016
110182223	9/30/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 43.30	217328	10/25/2016
110182482	10/3/2016	VEHICLE MAINTENANCE	01-02-6150	\$ 100.77	217328	10/25/2016
		SUMMIT TRUCK GROUP		\$ 592.52		
1452652	9/19/2016	TASER INTERNATIONAL WEAPONS/ AMMUNITIONS	01-05-6310	\$ 904.20	78787	10/20/2016
		TASER INTERNATIONAL		\$ 904.20		
1017	10/21/2016	THE QUILTED SUNFLOWER UNIFORM SHIRTS-COMM DEV	01-16-7680	\$ 100.00	78842	11/3/2016
		THE QUILTED SUNFLOWER		\$ 100.00		
36976	9/30/2016	TREANOR ARCHITECTS P.A. CIVIC CENTER REVITALIZAT	31-31-8500	\$ 10,183.68	78788	10/20/2016
		TREANOR ARCHITECTS P.A.		\$ 10,183.68		
119755	10/18/2016	TRI STAR SEED COMPANY SEED/SOD	01-02-6350	\$ 343.50	78843	11/3/2016
		TRI STAR SEED COMPANY		\$ 343.50		
162410	10/24/2016	WATER DISTRICT #7 WATER UTILITIES	25-15-7620	\$ 18.66	78844	11/3/2016
		WATER DISTRICT #7		\$ 18.66		

INVOICE NO	DATE	VENDOR/DESCRIPTION	GL ACCT #	AMOUNT	CK #	CK DATE
		WICHITA STATE UNIVERSITY				
65033	9/30/2016	TRAINING & SEMINARS	01-11-7640	\$ 95.00	78789	10/20/2016
65064	9/30/2016	TRAINING & SEMINARS	01-11-7640	\$ 245.00	78789	10/20/2016
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		WICHITA STATE UNIVERSITY		\$ 340.00		
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		***** REPORT TOTAL *****		#####		