



**MEETING NOTICE
ROSE HILL CITY COUNCIL
REGULAR MEETING
Monday, February 6, 2017
7:00 p.m.
ROSE HILL CITY HALL/COUNCIL CHAMBERS
125 W. ROSEWOOD**

WORKSHOP

- No workshop is scheduled for this meeting.

AGENDA

- Call to Order
- Invocation and Flag Salute
- Consent Agenda
 - Minutes
 - Claims
- Citizen Forum
- Approval of Agenda
- Presentations:
 - 2018 Budget: 2016 Financial Review by City Administrator
- Action Items:
 1. Resolution in support of Heritage Townhomes proposal
 2. Approval of interlocal agreement for Neighborhood Revitalization Plan
 3. Resolution to consent to a subordination agreement related to the City's taxable IRBs for the Dynamic NC project
 4. Resolution in support and affirmation of Butler County Emergency Operations Plan
 5. Resolution to establish advisory committee for Christmas light decorations
 6. Direction on administration of open records request from Council member Baker (Mayor)
- Staff Reports
- Adjournment



MINUTES
THE REGULAR MEETING OF THE ROSE HILL CITY COUNCIL
TUESDAY, JANUARY 17, 2017 – 7:00 P.M.
ROSE HILL CITY HALL/COUNCIL CHAMBERS

Call to Order

The regular meeting of the Rose Hill City Council was called to order at 7:00 p.m. by Mayor Beth Pompa. Councilmembers present, Roger Perryn, Ross Chappell, Bill Baker and Lionel Diamond. There is currently an open council position. Administration and staff present: Austin Gilley, City Administrator; Cindy Stone, City Treasurer, and Andrew Marino, City Attorney.

Invocation and Flag Salute

Pastor Ron Long, Rose Hill Baptist Church gave the invocation, followed by the flag salute.

Approval of Minutes

Motion by R. Perryn: To approve the 1/3/2017 Regular Council Meeting minutes with the correction as presented. Second by R. Chappell with motion passing 3-1. Councilmember Baker opposed.

Claims

Motion by L. Diamond: To approve the payment of claims for Appropriation Ordinance #2. Second by R. Chappell with motion passing 4-0.

Citizen Forum

John Eskeli, 256 W. Young, spoke regarding Facebook posts and social media blasts. Ed Templin, 1627 N. Rose Hill Road, spoke regarding the phone conversation regarding Councilmember Baker and staff not being in the minutes.

Approval of Agenda

Motion by R. Chappell: To approve the agenda as presented. Second by L. Diamond with motion passing 4-0.

Presentations

Mayor Pompa announced the Carr family as the grand prize winner from the Community Action Survey drawing.

Mayor Pompa read a Proclamation for Council Member Bob Klem thanking him for his service to the community.

Sandy Collins gave an update on the Pancake Feed fundraiser for Christmas Lights. It will be held on January 21 at the Recreation Center from 8 a.m. to 11:00 a.m. and all are invited to attend.

Neighborhood Revitalization Plan

Motion by R. Chappell to approve the Neighborhood Revitalization Plan. Second by L. Diamond with motion passing 4-0.

Resolution to Document Censure of Council Member Bill Baker

Motion by L. Diamond: To approve Resolution 563, a Resolution of Censure. Second by R. Chappell with motion passing 3-1. Councilmember Baker opposed.

Annual Update to Water Emergency Plan

Motion by R. Perryn to approve the Annual Update to the Water Emergency Plan, with the correction as noted. Second by R. Chappell with motion passing 4-0.

Ordinance to Amend City Code with Regard to Filling City Council Vacancies

Motion by R. Perryn: To approve Ordinance 654 to amend City Code with regard to filling City Council vacancies. Second by L. Diamond with motion passing 4-0.

Approval to Sell Surplus Public Works Items

Motion by R. Perryn: To approve selling the surplus Public Works items. Items over \$1,000 require Council approval. Second by L. Diamond with motion passing 4-0.

Review of 2018 Budget Process Plan

Consensus of Council to proceed with the schedule for the proposed budget process for 2018.

Staff Reports

Administrator Gilley updated the Council with the latest status report. No action was taken.

Adjournment

Motion by R. Perryn: To adjourn the meeting at 7:30 p.m. Second by R. Chappell with motion passing 4-0.

Respectfully submitted:

Cindy Stone
City Treasurer



Rose Hill, KS

Council Expense Approval Report

By Vendor Name

Payable Dates 01/18/2017 - 02/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 3077 - AAA Portable Services, LLC					
AAA Portable Services, LLC	02/06/2017	Containers for Brick House clean-up	Professional Services	100-130-400310	85.36
AAA Portable Services, LLC	02/06/2017	Containers for Brick House clean-up	Professional Services	100-140-400310	85.36
AAA Portable Services, LLC	02/06/2017	Containers for Brick House clean-up	Professional Services	112-112-400310	85.36
AAA Portable Services, LLC	02/06/2017	Containers for Brick House clean-up	Professional Services	113-113-400310	85.36
AAA Portable Services, LLC	02/06/2017	Pond restroom rental	Operating Supplies	100-140-400395	75.00
Vendor 3077 - AAA Portable Services, LLC Total:					416.44
Vendor: 3346 - Adam Pompa					
Adam Pompa	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	8.05
Vendor 3346 - Adam Pompa Total:					8.05
Vendor: 2084 - Aflac					
Aflac	02/06/2017	Employee Paid Premiums	OTHER INSURANCE	100-120-400406	167.20
Aflac	02/06/2017	Employee Paid Premiums	OTHER INSURANCE	100-130-400406	107.16
Aflac	02/06/2017	Employee Paid Premiums	Other Insurance	112-112-400406	11.28
Aflac	02/06/2017	Employee Paid Premiums	OTHER INSURANCE	113-113-400406	68.86
Vendor 2084 - Aflac Total:					354.50
Vendor: 0349 - All Seasons Cooling & Heat, Inc.					
All Seasons Cooling & Heat, Inc.	02/06/2017	Make Up Air Unit Repair for Headworks Building	Equipment Repair	113-113-400290	956.65
Vendor 0349 - All Seasons Cooling & Heat, Inc. Total:					956.65
Vendor: 3339 - American Control & Engineering Svc Inc.					
American Control & Engineering Svc Inc.	02/06/2017	Troubleshoot Decant Valve #1	Equipment Repair	113-113-400290	337.50
Vendor 3339 - American Control & Engineering Svc Inc. Total:					337.50
Vendor: 1737 - APAC, Kansas Inc. - Shears Division					
APAC, Kansas Inc. - Shears Division	02/06/2017	Cold Mix	Operating Supplies	100-130-400395	445.50
Vendor 1737 - APAC, Kansas Inc. - Shears Division Total:					445.50
Vendor: 3228 - Atlas MD					
Atlas MD	02/06/2017	Direct Primary Care Premiums	HEALTH INSURANCE	100-110-400403	112.00
Atlas MD	02/06/2017	Direct Primary Care Premiums	HEALTH INSURANCE	100-120-400403	40.00
Atlas MD	02/06/2017	Direct Primary Care Premiums	HEALTH INSURANCE	100-140-400403	40.00
Atlas MD	02/06/2017	Direct Primary Care Premiums	HEALTH INSURANCE	113-113-400403	128.00
Atlas MD	02/06/2017	Direct Primary Care Premiums	Cafeteria Plan Withholding	114-110-100210	120.00
Atlas MD	02/06/2017	Direct Primary Care Premiums	HEALTH INSURANCE	300-130-400403	160.00
Vendor 3228 - Atlas MD Total:					600.00
Vendor: 3022 - Atwoods					
Atwoods	02/06/2017	Gloves	Operating Supplies	100-140-400395	10.99
Atwoods	02/06/2017	Gloves	Operating Supplies	112-112-400395	16.33
Atwoods	02/06/2017	Gloves	Operating Supplies	113-113-400395	16.33
Vendor 3022 - Atwoods Total:					43.65
Vendor: 0515 - Autobody Connection, Inc.					
Autobody Connection, Inc.	02/06/2017	Batteries & exhaust filter - Unit 9 Vehicle Repair & Maintenance (1-ton)		100-130-400295	66.50
Autobody Connection, Inc.	02/06/2017	Batteries & exhaust filter - Unit 9 Vehicle Repair & Maintenance (1-ton)		100-130-400295	218.53
Autobody Connection, Inc.	02/06/2017	Batteries & exhaust filter - Unit 9 Vehicle Repair & Maintenance (1-ton)		100-140-400295	218.52

Council Expense Approval Report

Payable Dates: 01/18/2017 - 02/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Autobody Connection, Inc.	02/06/2017	Batteries & exhaust filter - Unit 9 Vehicle Repair & Maintenance (1-ton)		100-140-400295	66.50
Vendor 0515 - Autobody Connection, Inc. Total:					570.05
Vendor: 3193 - Bank of America					
Bank of America	01/27/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	100.00
Vendor 3193 - Bank of America Total:					100.00
Vendor: 3345 - Brent Peck					
Brent Peck	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	15.23
Vendor 3345 - Brent Peck Total:					15.23
Vendor: 0964 - BUCO Dept. of Public Works					
BUCO Dept. of Public Works	02/06/2017	Recycling fees - Dec. 2016	Recycling Fees	100-110-400213	244.00
Vendor 0964 - BUCO Dept. of Public Works Total:					244.00
Vendor: 3323 - Building Controls & Services, Inc. (BCS)					
Building Controls & Services, Inc. (BCS)	02/06/2017	HVAC annual service contract	Professional Services	100-110-400310	2,180.00
Building Controls & Services, Inc. (BCS)	02/06/2017	Service call - HVAC	Building Repair	100-110-400291	209.70
Vendor 3323 - Building Controls & Services, Inc. (BCS) Total:					2,389.70
Vendor: 3163 - Butler County Times Gazette					
Butler County Times Gazette	02/06/2017	Annual subscription renewal	Reference Pubs & Subscriptions	100-110-400330	155.43
Vendor 3163 - Butler County Times Gazette Total:					155.43
Vendor: 0786 - Butler Rural Electric					
Butler Rural Electric	02/06/2017	Utilities - Electric	Storm Sirens	100-120-400214	30.89
Butler Rural Electric	02/06/2017	Utilities - Electric	Electricity (Expires 2015)	100-140-400210	688.52
Butler Rural Electric	02/06/2017	Utilities - Electric	Street Lights	100-170-400501	276.84
Butler Rural Electric	02/06/2017	Utilities - Electric	Electricity	112-112-400210	247.61
Butler Rural Electric	02/06/2017	Utilities - Electric	Electricity	113-113-400210	3,615.13
Vendor 0786 - Butler Rural Electric Total:					4,858.99
Vendor: 2695 - CENEX Fleet Fueling					
CENEX Fleet Fueling	02/06/2017	Fuel	Fuel	100-120-400225	725.32
CENEX Fleet Fueling	02/06/2017	Fuel	Fuel	100-130-400225	60.33
CENEX Fleet Fueling	02/06/2017	Fuel	Fuel	100-140-400225	60.33
CENEX Fleet Fueling	02/06/2017	Fuel	Fuel	112-112-400225	60.32
CENEX Fleet Fueling	02/06/2017	Fuel	Fuel	113-113-400225	60.32
Vendor 2695 - CENEX Fleet Fueling Total:					966.62
Vendor: 3337 - Certified Laboratories					
Certified Laboratories	02/06/2017	Grease	Operating Supplies	100-130-400395	101.73
Certified Laboratories	02/06/2017	Grease	Operating Supplies	100-140-400395	101.74
Certified Laboratories	02/06/2017	Grease	Operating Supplies	112-112-400395	101.74
Certified Laboratories	02/06/2017	Grease	Operating Supplies	113-113-400395	101.74
Vendor 3337 - Certified Laboratories Total:					406.95
Vendor: 2805 - CINDY STONE					
CINDY STONE	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	4.25
Vendor 2805 - CINDY STONE Total:					4.25
Vendor: 0416 - City Attorneys Assoc. of KS					
City Attorneys Assoc. of KS	02/06/2017	2017 CAAK membership dues	Membership Fees & Dues	100-110-400240	35.00
Vendor 0416 - City Attorneys Assoc. of KS Total:					35.00
Vendor: 2876 - City of Derby					
City of Derby	02/06/2017	Inspection Services	Professional Services	100-150-400310	15,000.00
Vendor 2876 - City of Derby Total:					15,000.00
Vendor: 3220 - Companion Life					
Companion Life	02/06/2017	Gap Insurance Premium	HEALTH INSURANCE	100-120-400403	137.58
Companion Life	02/06/2017	Gap Insurance Premium	HEALTH INSURANCE	100-140-400403	87.94
Companion Life	02/06/2017	Gap Insurance Premium	Health Insurance	101-110-400403	69.59
Companion Life	02/06/2017	Gap Insurance Premium	HEALTH INSURANCE	112-112-400403	127.83

Council Expense Approval Report

Payable Dates: 01/18/2017 - 02/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Companion Life	02/06/2017	Gap Insurance Premium	Cafeteria Plan Withholding	114-110-100210	105.73
Vendor 3220 - Companion Life Total:					528.67
Vendor: 1742 - Cox Communications					
Cox Communications	02/06/2017	Internet - North Water Tower	Internet Service	112-112-400212	81.32
Cox Communications	02/06/2017	Internet - South Water Tower	Internet Service	112-112-400212	81.32
Vendor 1742 - Cox Communications Total:					162.64
Vendor: 0029 - Delta Dental of Kansas					
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	100-110-400404	86.20
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	100-120-400404	230.93
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	100-121-400404	51.25
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	100-140-400404	86.20
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	101-110-400404	25.90
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	112-112-400404	51.25
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	112-112-400404	0.00
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	113-113-400404	138.00
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Cafeteria Plan Withholding	114-110-100210	188.99
Delta Dental of Kansas	02/06/2017	Dental Insurance premiums	Dental Insurance	300-130-400404	86.20
Vendor 0029 - Delta Dental of Kansas Total:					944.92
Vendor: 2754 - DILLAN CURTIS					
DILLAN CURTIS	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	58.32
Vendor 2754 - DILLAN CURTIS Total:					58.32
Vendor: 0882 - Earl Herren Insurance Inc.					
Earl Herren Insurance Inc.	02/06/2017	PD Auto Insurance	Property and Liability Insurance	100-120-400220	148.00
Vendor 0882 - Earl Herren Insurance Inc. Total:					148.00
Vendor: 2841 - Fastenal Company					
Fastenal Company	02/06/2017	Nuts and bolts	Operating Supplies	100-130-400395	28.96
Vendor 2841 - Fastenal Company Total:					28.96
Vendor: 3147 - Flinthills Services Inc.					
Flinthills Services Inc.	02/06/2017	Document Shredding	Professional Services	100-110-400310	18.75
Vendor 3147 - Flinthills Services Inc. Total:					18.75
Vendor: 2823 - Fort Bend Services, Inc.					
Fort Bend Services, Inc.	02/06/2017	Polymer for WWTF	Polymer	113-113-400615	1,395.00
Vendor 2823 - Fort Bend Services, Inc. Total:					1,395.00
Vendor: 0200 - Gall's Inc.					
Gall's Inc.	02/06/2017	Uniforms	Uniforms and Service	100-120-400375	21.70
Gall's Inc.	02/06/2017	Uniforms	Uniforms and Service	100-120-400375	257.96
Gall's Inc.	02/06/2017	Uniforms	Uniforms and Service	100-120-400375	95.51
Vendor 0200 - Gall's Inc. Total:					375.17
Vendor: 1767 - Garnett Auto Supply #4					
Garnett Auto Supply #4	02/06/2017	Vehicle wiper blades	Vehicle Repair & Maintenance	100-130-400295	18.50
Garnett Auto Supply #4	02/06/2017	Motor Oil	Vehicle Repair & Maintenance	100-130-400295	23.40
Garnett Auto Supply #4	02/06/2017	Motor Oil	Vehicle Repair & Maintenance	100-140-400295	23.40
Garnett Auto Supply #4	02/06/2017	Motor Oil	Vehicle Repair & Maintenance	112-112-400295	23.40
Garnett Auto Supply #4	02/06/2017	Motor Oil	Vehicle Repair & Maintenance	113-113-400295	23.40
Vendor 1767 - Garnett Auto Supply #4 Total:					112.10
Vendor: 1095 - Gilliland & Hayes, LLC					
Gilliland & Hayes, LLC	02/06/2017	City Attorney Fees - Dec. '16	Legal Fees	100-110-400250	1,800.00
Gilliland & Hayes, LLC	02/06/2017	City Prosecutor Fees - Dec. '16	Legal Fees	100-121-400250	715.50
Vendor 1095 - Gilliland & Hayes, LLC Total:					2,515.50
Vendor: 3270 - Great West Financial					
Great West Financial	01/27/2017	Deferred Comp.	Deferred Compensation	114-110-100220	600.00
Great West Financial	01/27/2017	Deferred Comp.	Deferred Compensation	114-110-100220	329.98
Vendor 3270 - Great West Financial Total:					929.98
Vendor: 0475 - Halls Culligan, Inc.					
Halls Culligan, Inc.	02/06/2017	Drinking water - Shop	Professional Services	100-130-400310	4.95
Halls Culligan, Inc.	02/06/2017	Drinking water - Shop	Professional Services	100-140-400310	4.95

Council Expense Approval Report

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Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Halls Culligan, Inc.	02/06/2017	Drinking Water - WWTF	Professional Services	112-112-400310	8.97
Halls Culligan, Inc.	02/06/2017	Drinking Water - WWTF	Professional Services	113-113-400310	8.98
Halls Culligan, Inc.	02/06/2017	Drinking Water - City Hall	Professional Services	100-110-400310	17.95
Vendor 0475 - Halls Culligan, Inc. Total:					45.80
Vendor: 3227 - Hartford Life					
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	100-110-400111	6.24
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	100-120-400111	49.32
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	100-121-400111	6.24
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	100-130-400111	6.24
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	100-140-400111	6.24
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	101-110-400111	12.48
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	112-112-400111	12.48
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	113-113-400111	18.72
Hartford Life	02/06/2017	Life Insurance Premiums	Cafeteria Plan Withholding	114-110-100210	150.47
Hartford Life	02/06/2017	Life Insurance Premiums	Life Insurance	300-110-400111	6.24
Vendor 3227 - Hartford Life Total:					274.67
Vendor: 3223 - Health Equity					
Health Equity	01/27/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	25.00
Vendor 3223 - Health Equity Total:					25.00
Vendor: 2951 - James Hagman					
James Hagman	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	10.47
Vendor 2951 - James Hagman Total:					10.47
Vendor: 2949 - Jani-King of Wichita					
Jani-King of Wichita	02/06/2017	Cleaning Services	Janitorial Services	100-110-400416	367.44
Jani-King of Wichita	02/06/2017	Cleaning Services	Janitorial Services	112-112-400416	356.63
Jani-King of Wichita	02/06/2017	Cleaning Services	Janitorial Services	113-113-400416	356.63
Vendor 2949 - Jani-King of Wichita Total:					1,080.70
Vendor: 3340 - Jason Conrad					
Jason Conrad	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	2.99
Vendor 3340 - Jason Conrad Total:					2.99
Vendor: 0066 - K.P.E.R.S.					
K.P.E.R.S.	01/27/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	134.77
K.P.E.R.S.	01/27/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	211.62
K.P.E.R.S.	01/27/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	1,181.64
K.P.E.R.S.	01/27/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	813.67
K.P.E.R.S.	01/27/2017	KPERS Premium	RETIREMENT WITHHOLDING	114-110-100350	2,581.90
Vendor 0066 - K.P.E.R.S. Total:					4,923.60
Vendor: 3336 - Kansas ChildFirst, Inc.					
Kansas ChildFirst, Inc.	02/06/2017	Training	Training	100-120-400230	25.00
Vendor 3336 - Kansas ChildFirst, Inc. Total:					25.00
Vendor: 0164 - Kansas Municipal Utilities					
Kansas Municipal Utilities	02/06/2017	2017 KMU membership dues	Membership Fees & Dues	100-110-400240	1,103.00
Vendor 0164 - Kansas Municipal Utilities Total:					1,103.00
Vendor: 0603 - Kansas One-Call System, Inc.					
Kansas One-Call System, Inc.	02/06/2017	Locates - Jan. 2017	Professional Services	112-112-400310	18.00
Kansas One-Call System, Inc.	02/06/2017	Locates - Jan. 2017	Professional Services	113-113-400310	18.00
Vendor 0603 - Kansas One-Call System, Inc. Total:					36.00
Vendor: 1547 - Kansas Payment Center					
Kansas Payment Center	02/06/2017	Child Support Payments	MISCELLANEOUS DEDUCT. PAY...	114-110-100400	708.53
Vendor 1547 - Kansas Payment Center Total:					708.53
Vendor: 1175 - Kansas Rural Water Association					
Kansas Rural Water Association	02/06/2017	KRWA Conference Training	Training	100-130-400230	165.00
Kansas Rural Water Association	02/06/2017	KRWA Conference Training	Training	100-140-400230	165.00
Kansas Rural Water Association	02/06/2017	KRWA Conference Training	TRAINING	112-112-400230	247.50
Kansas Rural Water Association	02/06/2017	KRWA Conference Training	TRAINING	113-113-400230	247.50
Vendor 1175 - Kansas Rural Water Association Total:					825.00

Council Expense Approval Report

Payable Dates: 01/18/2017 - 02/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 0067 - Kansas State Treasurer					
Kansas State Treasurer	02/06/2017	Prepaid State Court Fees	Court Fees to State (Correct ne...	100-121-400413	158.91
Vendor 0067 - Kansas State Treasurer Total:					158.91
Vendor: 3257 - Kanza Co-Operative Assoc.					
Kanza Co-Operative Assoc.	02/06/2017	Fuel for Generators	Operating Supplies	113-113-400395	586.33
Kanza Co-Operative Assoc.	02/06/2017	Fuel	Fuel	100-130-400225	111.84
Kanza Co-Operative Assoc.	02/06/2017	Fuel	Fuel	100-140-400225	111.84
Kanza Co-Operative Assoc.	02/06/2017	Fuel	Fuel	112-112-400225	111.84
Kanza Co-Operative Assoc.	02/06/2017	Fuel	Fuel	113-113-400225	111.84
Vendor 3257 - Kanza Co-Operative Assoc. Total:					1,033.69
Vendor: 3347 - Kathryn Vines					
Kathryn Vines	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	2.68
Vendor 3347 - Kathryn Vines Total:					2.68
Vendor: 2233 - Kent Karlen					
Kent Karlen	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	20.16
Vendor 2233 - Kent Karlen Total:					20.16
Vendor: 2480 - Konica Minolta Business Solutions					
Konica Minolta Business Solutions	02/06/2017	Copier Usage - PD	Copier Expense	100-120-400216	97.85
Konica Minolta Business Solutions	02/06/2017	Copier Usage - Admin	Copier Expense	100-110-400216	145.54
Vendor 2480 - Konica Minolta Business Solutions Total:					243.39
Vendor: 3070 - Konica Minolta Finance					
Konica Minolta Finance	02/06/2017	Copier Lease - Admin	Copier Expense	100-110-400216	286.01
Konica Minolta Finance	02/06/2017	Copier Lease - PD	Copier Expense	100-120-400216	253.19
Vendor 3070 - Konica Minolta Finance Total:					539.20
Vendor: 2469 - L3 Communications					
L3 Communications	02/06/2017	Black Ink Cartridge	Office Supplies	100-120-400410	74.90
Vendor 2469 - L3 Communications Total:					74.90
Vendor: 3184 - Logo Envy					
Logo Envy	02/06/2017	Uniform 201	Uniforms and Service	100-120-400375	140.00
Vendor 3184 - Logo Envy Total:					140.00
Vendor: 1803 - Lowe's Credit Services					
Lowe's Credit Services	02/06/2017	Xmas storage, Impact wrench, hose	Operating Supplies	100-130-400395	23.75
Lowe's Credit Services	02/06/2017	Xmas storage, Impact wrench, hose	Operating Supplies	100-140-400395	235.16
Lowe's Credit Services	02/06/2017	Xmas storage, Impact wrench, hose	Operating Supplies	112-112-400395	45.27
Lowe's Credit Services	02/06/2017	Xmas storage, Impact wrench, hose	Operating Supplies	113-113-400395	45.26
Vendor 1803 - Lowe's Credit Services Total:					349.44
Vendor: 3218 - MailFinance					
MailFinance	02/06/2017	Qtrly Postage Meter Lease	Professional Services	100-110-400310	58.50
MailFinance	02/06/2017	Qtrly Postage Meter Lease	Professional Services	100-120-400310	58.49
MailFinance	02/06/2017	Qtrly Postage Meter Lease	Professional Services	112-112-400310	58.49
MailFinance	02/06/2017	Qtrly Postage Meter Lease	Professional Services	113-113-400310	58.49
Vendor 3218 - MailFinance Total:					233.97
Vendor: 3319 - Melissa Tharp					
Melissa Tharp	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	46.05
Vendor 3319 - Melissa Tharp Total:					46.05
Vendor: 0004 - Meridian Analytical Labs, LLC					
Meridian Analytical Labs, LLC	02/06/2017	Bi-Monthly KDHE Water Samples	LABORATORY FEES	112-112-400775	45.00
Meridian Analytical Labs, LLC	02/06/2017	Bi-Monthly KDHE WW Samples	LABORATORY FEES	113-113-400775	295.00
Vendor 0004 - Meridian Analytical Labs, LLC Total:					340.00

Council Expense Approval Report

Payable Dates: 01/18/2017 - 02/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Vendor: 3260 - Midwest Industrial Supplies, LLC					
Midwest Industrial Supplies, LLC	02/06/2017	Gear Oil for WW Plant Equipment	Operating Supplies	113-113-400395	751.32
Vendor 3260 - Midwest Industrial Supplies, LLC Total:					751.32
Vendor: 1413 - Midwest Truck Equipment, Inc.					
Midwest Truck Equipment, Inc.	02/06/2017	Sand Spreader Stand	Operating Equipment	100-130-400235	2,935.00
Vendor 1413 - Midwest Truck Equipment, Inc. Total:					2,935.00
Vendor: 0396 - Mike Johnson Sales					
Mike Johnson Sales	02/06/2017	Pet License forms, business cards	Operating Supplies	100-120-400395	186.20
Mike Johnson Sales	02/06/2017	Business Cards	Office Supplies	100-160-400410	55.04
Mike Johnson Sales	02/06/2017	Business Cards	OFFICE SUPPLIES	112-112-400410	27.52
Mike Johnson Sales	02/06/2017	Business Cards	OFFICE SUPPLIES	113-113-400410	27.52
Vendor 0396 - Mike Johnson Sales Total:					296.28
Vendor: 3235 - Postalocity					
Postalocity	02/06/2017	UB Billing & Postage	Postage	112-112-400270	525.00
Postalocity	02/06/2017	UB Billing & Postage	Professional Services	112-112-400310	225.00
Postalocity	02/06/2017	UB Billing & Postage	Postage	113-113-400270	525.00
Postalocity	02/06/2017	UB Billing & Postage	Professional Services	113-113-400310	225.00
Vendor 3235 - Postalocity Total:					1,500.00
Vendor: 1113 - Professional Engineering Consultants					
Professional Engineering Consultants	02/06/2017	Monthly engineering retainer	Engineering Services	100-110-400102	50.00
Vendor 1113 - Professional Engineering Consultants Total:					50.00
Vendor: 3338 - Quik Print					
Quik Print	02/06/2017	Decals	Operating Supplies	100-120-400395	137.94
Vendor 3338 - Quik Print Total:					137.94
Vendor: 0100 - Quill Corporation					
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	15.99
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	54.99
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	5.49
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	41.39
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	9.99
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	8.49
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	27.99
Quill Corporation	02/06/2017	Office supplies	Office Supplies	100-110-400410	44.97
Quill Corporation	02/06/2017	Office Supplies	Office Supplies	100-120-400410	195.25
Vendor 0100 - Quill Corporation Total:					404.55
Vendor: 2803 - R.E. Pedrotti Co., Inc.					
R.E. Pedrotti Co., Inc.	02/06/2017	Cell Router Data Plan (6 mo.)	Telephone	112-112-400215	777.00
R.E. Pedrotti Co., Inc.	02/06/2017	Cell Router Data Plan (6 mo.)	Telephone	113-113-400215	777.00
Vendor 2803 - R.E. Pedrotti Co., Inc. Total:					1,554.00
Vendor: 3343 - Richard Cooper					
Richard Cooper	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	13.74
Vendor 3343 - Richard Cooper Total:					13.74
Vendor: 1191 - Richlawns					
Richlawns	02/06/2017	Winter application - City Hall	Professional Services	100-140-400310	178.20
Vendor 1191 - Richlawns Total:					178.20
Vendor: 2629 - ROBIN NEUMANN					
ROBIN NEUMANN	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	33.10
Vendor 2629 - ROBIN NEUMANN Total:					33.10
Vendor: 0108 - Rose Hill Bank - S					
Rose Hill Bank - S	01/27/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	307.36
Rose Hill Bank - S	01/27/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	296.22
Rose Hill Bank - S	01/27/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	71.88
Rose Hill Bank - S	01/27/2017	Payroll Withholding	FEDERAL W/H TAX PAYABLE	114-110-100300	2,514.94
Rose Hill Bank - S	01/27/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	874.24

Council Expense Approval Report

Payable Dates: 01/18/2017 - 02/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
Rose Hill Bank - S	01/27/2017	Payroll Withholding	FICA W/H TAX PAYABLE	114-110-100310	3,738.00
Vendor 0108 - Rose Hill Bank - S Total:					7,802.64
Vendor: 0105 - Rose Hill Community Library					
Rose Hill Community Library	02/06/2017	Tax appropriation	Library Appropriation	101-110-400913	62,059.08
Vendor 0105 - Rose Hill Community Library Total:					62,059.08
Vendor: 0107 - Rose Hill Reporter					
Rose Hill Reporter	02/06/2017	Public Notices & subscription	Public Notices	100-110-400360	507.30
Rose Hill Reporter	02/06/2017	Public Notices & subscription	Reference Pubs & Subscriptions	100-130-400330	8.00
Rose Hill Reporter	02/06/2017	Public Notices & subscription	Reference Pubs & Subscriptions	100-140-400330	8.00
Rose Hill Reporter	02/06/2017	Public Notices & subscription	Public Notices	100-160-400360	62.70
Rose Hill Reporter	02/06/2017	Public Notices & subscription	Reference Pubs & Subscriptions	112-112-400330	8.00
Rose Hill Reporter	02/06/2017	Public Notices & subscription	Reference Pubs & Subscriptions	113-113-400330	8.00
Vendor 0107 - Rose Hill Reporter Total:					602.00
Vendor: 0109 - Rose Hill Veterinary Clinic					
Rose Hill Veterinary Clinic	02/06/2017	Animal Control	Animal Control	100-120-400385	825.00
Vendor 0109 - Rose Hill Veterinary Clinic Total:					825.00
Vendor: 2793 - State of Kansas					
State of Kansas	01/27/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	74.31
State of Kansas	01/27/2017	Payroll Withholding	STATE W/H TAX PAYABLE	114-110-100320	943.54
Vendor 2793 - State of Kansas Total:					1,017.85
Vendor: 2771 - Sunflower Bank					
Sunflower Bank	01/27/2017	H.S.A.	Cafeteria Plan Withholding	114-110-100210	205.00
Vendor 2771 - Sunflower Bank Total:					205.00
Vendor: 3125 - TIMOTHY SHANER					
TIMOTHY SHANER	02/06/2017	2016 Payroll Correction	Payroll Correction Account	114-110-100401	40.10
Vendor 3125 - TIMOTHY SHANER Total:					40.10
Vendor: 3190 - TK Fast, Inc.					
TK Fast, Inc.	02/06/2017	Monthly computer maintenance	Computer Services	100-110-400320	600.00
TK Fast, Inc.	02/06/2017	Monthly computer maintenance	Computer Services	112-112-400320	200.00
TK Fast, Inc.	02/06/2017	Monthly computer maintenance	Computer Services	113-113-400320	200.00
TK Fast, Inc.	02/06/2017	Monthly off-site computer backup	Computer Services	100-110-400320	165.00
TK Fast, Inc.	02/06/2017	Monthly off-site computer backup	Computer Services	112-112-400320	55.00
TK Fast, Inc.	02/06/2017	Monthly off-site computer backup	Computer Services	113-113-400320	55.00
Vendor 3190 - TK Fast, Inc. Total:					1,275.00
Vendor: 3281 - United Healthcare					
United Healthcare	02/06/2017	Health Insurance Premiums	HEALTH INSURANCE	100-110-400403	715.83
United Healthcare	02/06/2017	Health Insurance Premiums	HEALTH INSURANCE	100-120-400403	2,525.87
United Healthcare	02/06/2017	Health Insurance Premiums	HEALTH INSURANCE	100-121-400403	849.81
United Healthcare	02/06/2017	Health Insurance Premiums	HEALTH INSURANCE	100-130-400403	953.95
United Healthcare	02/06/2017	Health Insurance Premiums	HEALTH INSURANCE	100-140-400403	600.82
United Healthcare	02/06/2017	Health Insurance Premiums	Health Insurance	101-110-400403	428.58
United Healthcare	02/06/2017	Health Insurance Premiums	HEALTH INSURANCE	112-112-400403	838.48
United Healthcare	02/06/2017	Health Insurance Premiums	HEALTH INSURANCE	113-113-400403	846.88
United Healthcare	02/06/2017	Health Insurance Premiums	Cafeteria Plan Withholding	114-110-100210	1,940.05
Vendor 3281 - United Healthcare Total:					9,700.27
Vendor: 1561 - VISA - First Bankcard Center					
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Professional Services	100-110-400310	154.99
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Miscellaneous	100-110-400400	96.65
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Office Supplies	100-110-400410	45.41

Council Expense Approval Report

Payable Dates: 01/18/2017 - 02/06/2017

Vendor Name	Post Date	Description (Payable)	Account Name	Account Number	Amount
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Fuel	100-120-400225	33.35
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Membership Fees & Dues	100-120-400240	285.00
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Vehicle Repair & Maintenance	100-120-400295	87.50
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Operating Supplies	100-120-400395	71.88
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Professional Services	100-160-400310	16.66
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Professional Services	112-112-400310	16.67
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Operating Supplies	112-112-400395	6.80
VISA - First Bankcard Center	02/06/2017	Training, floor mats, tolls, supplies	Professional Services	113-113-400310	16.67
Vendor 1561 - VISA - First Bankcard Center Total:					831.58
Vendor: 3060 - Vision Care Direct					
Vision Care Direct	02/06/2017	Vision Care Premiums	VISION INSURANCE	100-120-400405	113.84
Vision Care Direct	02/06/2017	Vision Care Premiums	VISION INSURANCE	100-121-400405	44.80
Vision Care Direct	02/06/2017	Vision Care Premiums	VISION INSURANCE	101-110-400405	4.34
Vision Care Direct	02/06/2017	Vision Care Premiums	VISION INSURANCE	112-112-400405	23.70
Vision Care Direct	02/06/2017	Vision Care Premiums	VISION INSURANCE	113-113-400405	23.14
Vendor 3060 - Vision Care Direct Total:					209.82
Vendor: 1653 - Wichita State University					
Wichita State University	02/06/2017	Supervisor Training	TRAINING	112-112-400230	697.50
Wichita State University	02/06/2017	Supervisor Training	TRAINING	113-113-400230	697.50
Vendor 1653 - Wichita State University Total:					1,395.00
Vendor: 0369 - Wichita Winwater Works Co.					
Wichita Winwater Works Co.	02/06/2017	Breakaway Kits for Fire Hydrants	Operating Supplies	112-112-400395	331.23
Vendor 0369 - Wichita Winwater Works Co. Total:					331.23
Grand Total:					141,518.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	41,843.07
101 - LIBRARY FUND	62,599.97
112 - WATER UTILITY	5,523.84
113 - SEWER UTILITY	12,826.07
114 - PAYROLL WITHHOLDING	18,472.98
300 - SPECIAL STREETS & HIGHWAY	252.44
Grand Total:	141,518.37

Account Summary

Account Number	Account Name	Payment Amount
100-110-400102	Engineering Services	50.00
100-110-400111	Life Insurance	6.24
100-110-400213	Recycling Fees	244.00
100-110-400216	Copier Expense	431.55
100-110-400240	Membership Fees & Dues	1,138.00
100-110-400250	Legal Fees	1,800.00
100-110-400291	Building Repair	209.70
100-110-400310	Professional Services	2,430.19
100-110-400320	Computer Services	765.00
100-110-400330	Reference Pubs & Subscri...	155.43
100-110-400360	Public Notices	507.30
100-110-400400	Miscellaneous	96.65
100-110-400403	HEALTH INSURANCE	827.83
100-110-400404	Dental Insurance	86.20
100-110-400410	Office Supplies	254.71
100-110-400416	Janitorial Services	367.44
100-120-400111	Life Insurance	49.32
100-120-400214	Storm Sirens	30.89
100-120-400216	Copier Expense	351.04
100-120-400220	Property and Liability Insu...	148.00
100-120-400225	Fuel	758.67
100-120-400230	Training	25.00
100-120-400240	Membership Fees & Dues	285.00
100-120-400295	Vehicle Repair & Mainten...	87.50
100-120-400310	Professional Services	58.49
100-120-400375	Uniforms and Service	515.17
100-120-400385	Animal Control	825.00
100-120-400395	Operating Supplies	396.02
100-120-400403	HEALTH INSURANCE	2,703.45
100-120-400404	Dental Insurance	230.93
100-120-400405	VISION INSURANCE	113.84
100-120-400406	OTHER INSURANCE	167.20
100-120-400410	Office Supplies	270.15
100-121-400111	Life Insurance	6.24
100-121-400250	Legal Fees	715.50
100-121-400403	HEALTH INSURANCE	849.81
100-121-400404	Dental Insurance	51.25
100-121-400405	VISION INSURANCE	44.80
100-121-400413	Court Fees to State (Corre...	158.91
100-130-400111	Life Insurance	6.24
100-130-400225	Fuel	172.17
100-130-400230	Training	165.00
100-130-400235	Operating Equipment	2,935.00
100-130-400295	Vehicle Repair & Mainten...	326.93
100-130-400310	Professional Services	90.31
100-130-400330	Reference Pubs & Subscri...	8.00
100-130-400395	Operating Supplies	599.94

Rose Hill City Council Packet

Account Summary

Account Number	Account Name	Payment Amount
100-130-400403	HEALTH INSURANCE	953.95
100-130-400406	OTHER INSURANCE	107.16
100-140-400111	Life Insurance	6.24
100-140-400210	Electricity (Expires 2015)	688.52
100-140-400225	Fuel	172.17
100-140-400230	Training	165.00
100-140-400295	Vehicle Repair & Mainten...	308.42
100-140-400310	Professional Services	268.51
100-140-400330	Reference Pubs & Subscri...	8.00
100-140-400395	Operating Supplies	422.89
100-140-400403	HEALTH INSURANCE	728.76
100-140-400404	Dental Insurance	86.20
100-150-400310	Professional Services	15,000.00
100-160-400310	Professional Services	16.66
100-160-400360	Public Notices	62.70
100-160-400410	Office Supplies	55.04
100-170-400501	Street Lights	276.84
101-110-400111	Life Insurance	12.48
101-110-400403	Health Insurance	498.17
101-110-400404	Dental Insurance	25.90
101-110-400405	VISION INSURANCE	4.34
101-110-400913	Library Appropriation	62,059.08
112-112-400111	Life Insurance	12.48
112-112-400210	Electricity	247.61
112-112-400212	Internet Service	162.64
112-112-400215	Telephone	777.00
112-112-400225	Fuel	172.16
112-112-400230	TRAINING	945.00
112-112-400270	Postage	525.00
112-112-400295	Vehicle Repair & Mainten...	23.40
112-112-400310	Professional Services	412.49
112-112-400320	Computer Services	255.00
112-112-400330	Reference Pubs & Subscri...	8.00
112-112-400395	Operating Supplies	501.37
112-112-400403	HEALTH INSURANCE	966.31
112-112-400404	Dental Insurance	51.25
112-112-400405	VISION INSURANCE	23.70
112-112-400406	Other Insurance	11.28
112-112-400410	OFFICE SUPPLIES	27.52
112-112-400416	Janitorial Services	356.63
112-112-400775	LABORATORY FEES	45.00
113-113-400111	Life Insurance	18.72
113-113-400210	Electricity	3,615.13
113-113-400215	Telephone	777.00
113-113-400225	Fuel	172.16
113-113-400230	TRAINING	945.00
113-113-400270	Postage	525.00
113-113-400290	Equipment Repair	1,294.15
113-113-400295	Vehicle Repair & Mainten...	23.40
113-113-400310	Professional Services	412.50
113-113-400320	Computer Services	255.00
113-113-400330	Reference Pubs & Subscri...	8.00
113-113-400395	Operating Supplies	1,500.98
113-113-400403	HEALTH INSURANCE	974.88
113-113-400404	Dental Insurance	138.00
113-113-400405	VISION INSURANCE	23.14
113-113-400406	OTHER INSURANCE	68.86
113-113-400410	OFFICE SUPPLIES	27.52

Rose Hill City Council Packet

Account Summary

Account Number	Account Name	Payment Amount
113-113-400416	Janitorial Services	356.63
113-113-400615	Polymer	1,395.00
113-113-400775	LABORATORY FEES	295.00
114-110-100210	Cafeteria Plan Withholding	2,835.24
114-110-100220	Deferred Compensation	929.98
114-110-100300	FEDERAL W/H TAX PAYAB...	2,811.16
114-110-100310	FICA W/H TAX PAYABLE	4,991.48
114-110-100320	STATE W/H TAX PAYABLE	1,017.85
114-110-100350	RETIREMENT WITHHOLDI...	4,923.60
114-110-100400	MISCELLANEOUS DEDUCT...	708.53
114-110-100401	Payroll Correction Account	255.14
300-110-400111	Life Insurance	6.24
300-130-400403	HEALTH INSURANCE	160.00
300-130-400404	Dental Insurance	86.20
Grand Total:		141,518.37

Project Account Summary

Project Account Key	Payment Amount
None	141,518.37
Grand Total:	141,518.37

Heritage Townhomes of Rose Hill II

***NW Corner of Yeager Street & North Warren Avenue
Rose Hill, Kansas***

Introducing Heritage Townhomes of Rose Hill II ... the area's newest affordable housing alternative for elderly residents. The twenty-four 994 square foot two-bedroom "townhome" apartments are all ground level and will include the following features:

Modern, energy-efficient construction; private entrance with covered porch; electric range with microwave and self-cleaning oven; frost-free refrigerator; built-in dishwasher; garbage disposal; automatic washer and dryer; central heat and air conditioning; ample cupboard and closet space; walk-in shower; combination windows with blinds; safe room; and attached single car garage with automatic door opener.

Underground lawn sprinkler system and landscaping are also included. Interior and exterior maintenance, lawn care, snow removal, water, sewer and refuse collection services will be included in the monthly rent.

To qualify as a resident, your anticipated GROSS HOUSEHOLD INCOME (before any deductions) FROM ALL SOURCES during the next twelve months cannot exceed the following 2016 Butler County limits:

40% AMI (2 Units)	50% AMI (2 Units)	60% AMI (20 Units)
1 Person – \$18,280	1 Person – \$22,850	1 Person – \$27,420
2 Persons – \$20,880	2 Persons – \$26,100	2 Persons – \$31,320
Monthly Rent – \$415	Monthly Rent – \$475	Monthly Rent - \$555

All apartments will be rented on a first-come, first-serve basis according to the Fair Housing Act and IRS Section 42 federal housing guidelines administered by Kansas Housing Resources Corporation. Each apartment must be occupied by at least one resident 55 years of age or older.

- For Additional Information Please Contact -

Heritage Townhomes of Rose Hill II

Developed and Managed by Manske & Associates, L.L.C.

8918 East Bradford Court

Wichita, Kansas 67206-4047

Telephone and Fax: 316-630-8344

email: manske@sbcglobal.net

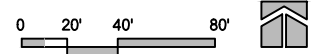


Rose Hill City Council Packet

PARKWOOD DRIVE

YEAGER STREET

EAST BERRY AVENUE



THIS IS AN ARTIST RENDERING. ALL SITE AMENITIES, LANDSCAPING, BUILDING TYPES AND LOCATIONS ARE CONCEPTUAL AND MAYBE SUBJECT TO CHANGE PER THE DEVELOPERS DIRECTION. REFER TO THE FINAL PLAT FOR EXACT DIMENSIONS.

HERITAGE TOWNHOMES OF ROSE HILL II, L.L.C.

City of Rose Hill, KS
ROSE HILL, KANSAS

February 6, 2017

MASTER SITE PLAN / 18 JANUARY 2017



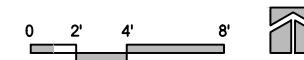
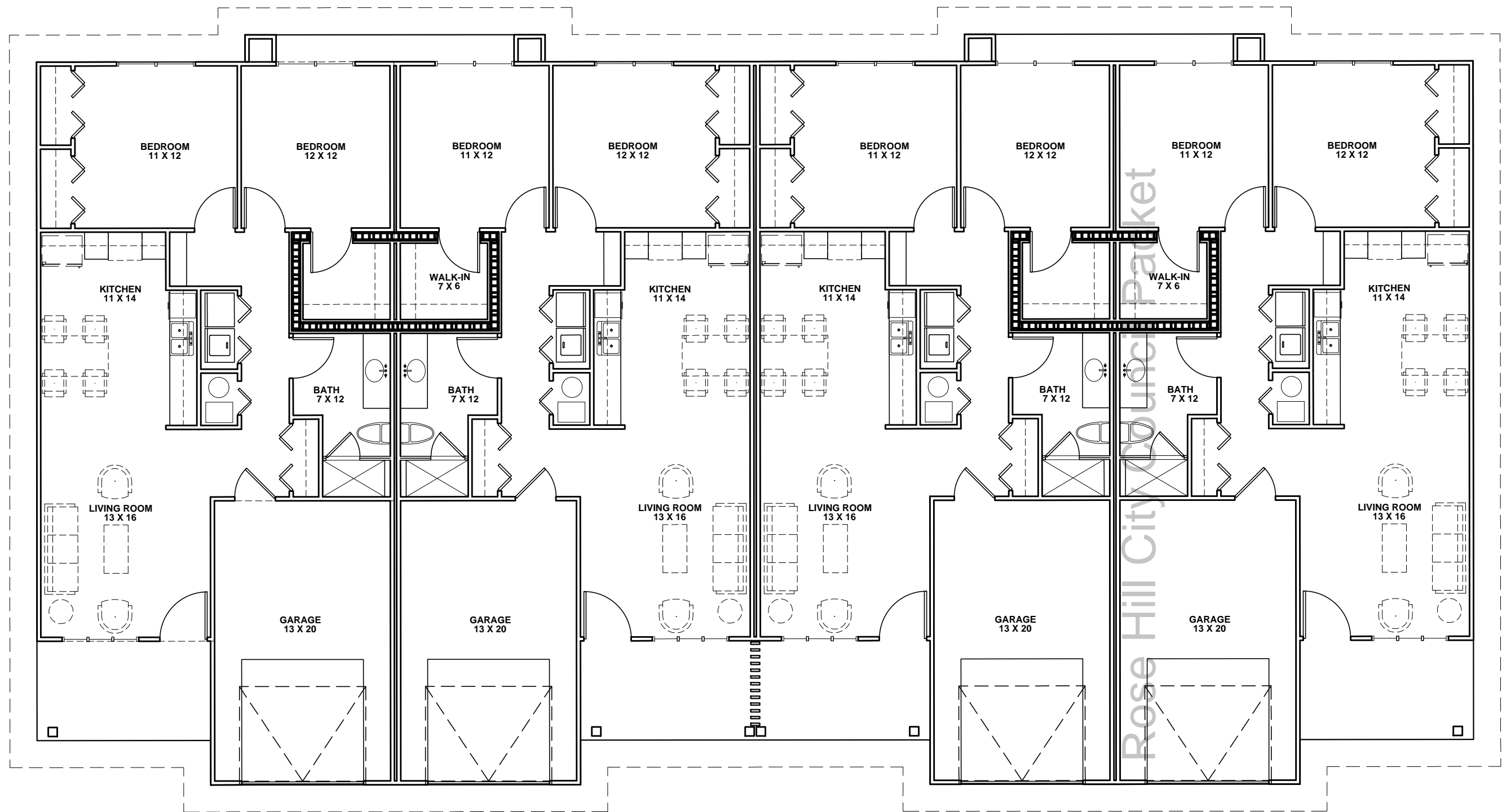
THIS IS AN ARTIST RENDERING. ALL SITE AMENITIES, LANDSCAPING, BUILDING TYPES AND LOCATIONS ARE CONCEPTUAL AND MAYBE SUBJECT TO CHANGE PER THE DEVELOPERS DIRECTION. REFER TO THE FINAL PLAT FOR EXACT DIMENSIONS.

HERITAGE TOWNHOMES OF ROSE HILL II, L.L.C.

City of Rose Hill, KS
ROSEHILL, KANSAS

February 6, 2017

EXTERIOR PERSPECTIVE / 18 JANUARY 2017



THIS IS AN ARTIST RENDERING. ALL SITE AMENITIES, LANDSCAPING, BUILDING TYPES AND LOCATIONS ARE CONCEPTUAL AND MAYBE SUBJECT TO CHANGE PER THE DEVELOPERS DIRECTION. REFER TO THE FINAL PLAT FOR EXACT DIMENSIONS.

HERITAGE TOWNHOMES OF ROSE HILL II, L.L.C.

City of Rose Hill, KS
ROSEHILL, KANSAS

February 6, 2017

UNIT PLAN / 18 JANUARY 2017

RESOLUTION _____

WHEREAS, the City of Rose Hill has been informed by Manske & Associates, L.L.C. that a Federal Housing Tax Credit application has been filed with the Kansas Housing Resources Corporation for development of an affordable rental housing project known as Heritage Townhomes of Rose Hill II to be located at the northwest corner of Yeager Street and North Warren Avenue in Rose Hill, Kansas, on property legally described as:

All of Lots 1, 2, and 3, Block B and the part of Reserve "A" lying just west of Lots 1, 2, and 3, Block B, Sunnyview Addition, Rose Hill, Butler County, Kansas.

WHEREAS, Heritage Townhomes of Rose Hill II will contain a total of twenty-four (24) residential units targeted for elderly occupancy.

WHEREAS, Heritage Townhomes of Rose Hill II will be new construction.

WHEREAS, each residential unit in Heritage Townhomes of Rose Hill II will have the following amenities: modern, energy-efficient construction; furnished kitchen and laundry appliances; two bedrooms; bathroom with walk-in shower; central heat and air conditioning; private entrance with covered front porch; safe room; attached single car garage; and landscaping.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Rose Hill, Kansas, supports and approves the development of Heritage Townhomes of Rose Hill II in our community, subject to city ordinances and the building permit process. This Resolution is effective until December 31, 2017. In the event any of the characteristics mentioned above should change prior to the issuance of a building permit, this Resolution is null and void.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 6TH DAY OF FEBRUARY, 2017.

Beth Pompa, Mayor

ATTEST:

_____, City Clerk

SEAL

February 6, 2017

Mr. Jay Manske
Manske & Associates, L.L.C.
8918 East Bradford Court
Wichita, Kansas 67206

Dear Mr. Manske:

This letter will acknowledge your notification of intent to develop a 24-unit affordable housing project to be located at the northwest corner of Yeager Street and North Warren Avenue. We fully support your development of Heritage Townhomes of Rose Hill II because there is a critical need for quality affordable rental housing in our community.

The legal description of the location you have selected is:

All of Lots 1, 2, and 3, Block B and the part of Reserve "A" lying just west of Lots 1, 2, and 3, Block B, Sunnyview Addition, Rose Hill, Butler County, Kansas.

This parcel is not located in a flood plain and is not in the environs of any historic site and is properly zoned for development of the project as proposed. All necessary utilities (water, gas, electricity and sewer) of adequate capacity are available at your proposed site.

Thank you for proposing Heritage Townhomes of Rose Hill II for our community. Please contact this office if you have any questions or need assistance.

Regards,

City of Rose Hill

Beth Pompa, Mayor

NEIGHBORHOOD REVITALIZATION PROGRAM INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) entered into this _____ day of _____, 2017 by and between the City of Rose Hill, a duly organized municipal corporation (hereinafter referred to as “City”), Board of Butler County Commissioners of Butler County, Kansas, (hereinafter referred to as “Butler County”), Unified School District #394 (hereinafter referred to as “USD 394”), and Butler Community College (hereinafter referred to as “BCC”). The parties to this Agreement shall be referred to as the “Public Agencies”.

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development;

WHEREAS, the agreement shall be submitted, pursuant to law, to the Attorney General of the State of Kansas for determination whether the agreement is in proper form and compatible with the laws of the State of Kansas;

WHEREAS, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements;

WHEREAS, K.S.A. 12-17, 114 *et. seq.* (Kansas Neighborhood Revitalization Act (“KNRA”) provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17, 114 *et. seq.* by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as **Exhibit A**, attached hereto and incorporated by reference as if fully set forth herein. If any provision of this Agreement shall be held to be inoperative or unenforceable as applied in any particular case or to any particular participating Public Agencies, or in all cases because it conflicts with any other provision or any other constitution or statute, or for any other such reason, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision invalid, inoperative, or unenforceable to any extent. The effect

and meaning of this Agreement, and the plan and the rights of all Public Agencies shall be governed by and construed according to the laws of the State of Kansas.

2. The parties further agree that the City and County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The parties acknowledge and agree that five (5) percent of the increment, as defined in K.S.A. 12-17, 115(e), shall be utilized to pay for administrative costs in implementing and administering the plan, with the five (5) percent being utilized by Butler County, all as described in the neighborhood revitalization plan.

3. This Agreement shall expire December 31, 2019. The parties agree to undertake review of the neighborhood revitalization plan commencing on January 1, 2019 to determine continuation of a neighborhood revitalization plan and participation in a new interlocal agreement.

4. This Agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

5. The parties further agree that any party may terminate this Agreement by providing 90 days (or other time period) notice in writing to the other parties. Provided, however, that any application for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the Public Agencies have caused this Agreement to be duly executed by their respective appropriate representatives.

City of Rose Hill, Kansas

Mayor

ATTEST:

City Clerk

Butler County

Chairman
Board of County Commissioners, Butler County, Kansas

ATTEST:

County Clerk

Unified School District No. #394

President

ATTEST:

Clerk

Butler County Community College

President

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ROSE HILL, KANSAS
HELD ON _____, 2017**

The governing body of the City of Rose Hill, Kansas, met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members of the governing body being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF ROSE HILL, KANSAS TO CONSENT TO A SUBORDINATION AGREEMENT RELATED TO THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2016 (DYNAMIC N/C PROJECT) AND A LOAN BY EQUITY BANK TO DYNAMIC N/C, LLC.

Thereupon, Councilmember _____ moved that said resolution be adopted. The motion was seconded by Councilmember _____. Said resolution was duly read and considered, and upon being put, the motion for adoption of said resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared said resolution duly adopted and the resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and the signature attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Rose Hill, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

City Clerk

Rose Hill City Council Packet

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF ROSE HILL, KANSAS TO CONSENT TO A SUBORDINATION AGREEMENT RELATED TO THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2016 (DYNAMIC N/C PROJECT) AND A LOAN BY EQUITY BANK TO DYNAMIC N/C, LLC.

WHEREAS, the governing body of the City of Rose Hill, Kansas (the "City") has previously issued its Taxable Industrial Revenue Bonds, Series 2016 (Dynamic N/C Project) (the "Bonds") and has entered into a Site Lease and Lease both dated as of the Issue Date of the Bonds with the City and Dynamic N/C, LLC (the "Tenant"), in connection with the issuance of the Bonds and to provide funds for the acquisition, construction and equipping of a manufacturing facility located in the City of Rose Hill, Kansas (the "Project"); and

WHEREAS, the Tenant owns all of the outstanding Bonds; and

WHEREAS, Equity Bank (the "Lender") intends to fund a loan in the maximum principal amount of \$3,000,000.00 (the "Loan") to Tenant, which shall be used to acquire additions to the existing facility, together with improvements thereon (the "Property"), and which shall be secured by a mortgage or other security instrument (the "Mortgage") thereon;

WHEREAS, as a condition to funding the Loan, Lender requires that Tenant and City subordinate the covenants, agreements and other obligations of Tenant owed to City under the Site Lease and the Lease and all other provisions thereof, for the full term thereof, to the covenants, agreements and other obligations of Tenant owed to Lender under and secured by of the Mortgage and all other provisions thereof, in every manner whatsoever; and

WHEREAS, the City desires to consent to the execution of a Subordination Agreement in substantially the form presented with this Resolution;

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

Section 1. The City hereby approves the form and consents to the execution of a Subordination Agreement between the Lender, the Tenant and the City.

Section 2. The Mayor and the City Clerk are hereby authorized and directed to execute for and on behalf of, and as the act and deed of the City, the Subordination Agreement and any other documents necessary to effect the actions authorized in this Resolution, all substantially as described herein in forms prepared and approved by the City's bond counsel, Gilmore & Bell, P.C.

Section 3. This resolution shall take effect and be in full force immediately after its adoption by the governing body of the City and signature by the Mayor.

SIGNED by the governing body of the City of Rose Hill, Kansas this ____ day of _____, 2017.

Mayor

[SEAL]

ATTEST:

City Clerk

Rose Hill City Council Packet

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (hereinafter referred to as the "Agreement"), dated _____, 2017, made by and among **THE CITY OF ROSE HILL, KANSAS**, a municipal corporation incorporated as a city of the third class, duly organized and existing under the laws of the State of Kansas ("City"), **DYNAMIC N/C, LLC**, a Kansas limited liability company (hereinafter referred to as the "Tenant"), having an address of 16531 SW 190th Street, Rose Hill, Kansas 67133; and **EQUITY BANK**, a state banking association (hereinafter referred to as "Lender"), having an address of 7701 E. Kellogg, Suite 100, Wichita, Kansas 67207.

RECITALS:

A. Lender intends to fund a loan in the maximum principal amount of \$3,000,000.00 (the "Loan") to Tenant, which shall be used to acquire additions to the existing facility located on the land described on Exhibit "A", together with improvements thereon (the "Property"), and which shall be secured by a mortgage or other security instrument (the "Mortgage") thereon;

B. The Tenant has conveyed a leasehold interest in the Property to the City pursuant to a Site Lease between the parties dated as of August 25, 2016 (the "Site Lease") in conjunction with the issuance by the City of Taxable Industrial Revenue Bonds (the "Bonds") to acquire, construct and equip the real property and existing facility defined as the Property;

C. The Tenant is the sole owner of all of the outstanding Bonds;

D. As part of the issuance of the Bonds, the City leased the Property to the Tenant pursuant to a Lease dated August 25, 2016 (together with all amendments, options, extensions and renewals, the "Lease");

E. As a condition to funding the Loan, Lender requires that Tenant and City subordinate the covenants, agreements and other obligations of Tenant owed to City under the Site Lease and the Lease and all other provisions thereof, for the full term thereof, to the covenants, agreements and other obligations of Tenant owed to Lender under and secured by of the Mortgage and all other provisions thereof, in every manner whatsoever; and

F. Tenant desires to enter into this Agreement in order to benefit from the Loan and City desires to enter into this Agreement in order to indirectly benefit from the Loan.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Recitals. All of the above Recitals are hereby incorporated herein by reference and are made a part hereof.

2. Subordination. All rights, remedies, liens and charges of City created by the Site Lease and the Lease, together with all covenants, agreements and other obligations of Tenant

owed to City thereunder, and all other provisions thereof, including without limitation, provisions with respect to condemnation, condemnation awards, damage, destruction, casualty, and distribution of insurance proceeds, are and shall be junior, inferior, subject and unconditionally subordinate in each and every respect to the rights, remedies, lien of Lender under the Mortgage, together with all covenants, agreements and other obligations of Tenant owed to Lender thereunder or secured thereby (and all other documents executed in conjunction with the loan transaction evidenced thereby) and all provisions thereof and effects of the same, and to all advancements made thereunder and to all renewals, modifications, consolidations, replacements, additional advances, future advances and extensions thereof.

3. Notice of Site Lease or Lease Default; Right to Cure. City hereby agrees to provide Lender with notice of any default by Tenant under the Site Lease or the Lease simultaneously with the giving of any such notice by City to Tenant and agrees that at any time before the rights of Tenant shall have been forfeited or adversely affected because of any default of Tenant, but in any event, not less than 30 days after Lender has received a notice in accordance with this Section, Lender may, but shall have no obligation to, do any other act or thing required of Tenant by the terms of the Site Lease or the Lease, and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of Tenant from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by Tenant, provided however if the default is of a nature such that it cannot be cured within said 30 days, such cure period shall be extended as is necessary for Lender to cure such default provided Lender commences to cure the default within said 30 days and continues thereafter to prosecute such cure with diligence to completion.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the day and year first written above.

CITY OF ROSE HILL, KANSAS

By: _____
Print Name: Beth Pompa
Title: Mayor

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

On this ____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared Beth Pompa, to me personally known, who, being by me duly sworn (or affirmed), did say that said individual is the Mayor of Rose Hill, Kansas, a municipal corporation incorporated as a city of the third class, and that said instrument was signed on behalf of said municipal corporation by authority of its city council, and said person acknowledged said instrument to be the free act and deed of said municipal corporation.

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

My Commission Expires:

Notary Public

Rose Hill City Council Packet

TENANT:

DYNAMIC N/C, LLC

a Kansas limited liability company

By: _____

Print Name: James A. Gibbs

Title: Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

On this ____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared James A. Gibbs, to me personally known, who, being by me duly sworn (or affirmed), did say that said individual is the Manager of Dynamic N/C, LLC, a Kansas limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

My Commission Expires:

Rose Hill City Council Packet

LENDER:

EQUITY BANK,
a state banking association

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this ____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that said individual is the _____ of Equity Bank, a state banking association, and that said instrument was signed on behalf of said state banking association and said person acknowledged said instrument to be the free act and deed of said national banking association.

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

Notary Public

My Commission Expires:

Rose Hill City Council Packet

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The East Half of the East Half of the Northwest Quarter of Section Numbered 7, Township Numbered 29 South, Range Numbered 3 East of the 6th P.M., described as follows: (the south line of the Southwest Quarter of said Section 7 having an assumed bearing of South 90°00'00" East; beginning at the Northeast corner of said Northwest Quarter; thence South 00°32'48" West along the East line of said Northwest Quarter for a distance of 2657.69 feet to the Center of said Section; thence South 89°51'47" West along the South line of said Northwest Quarter for a distance of 661.30 feet; thence North 00°31'39" East for a distance of 2656.39 feet to a point on the North line of said Northwest Quarter; thence North 89°45'03" East along said North line for a distance of 662.21 feet to the point of beginning, in Butler County, Kansas. Subject to public road.

WHEN RECORDED MAIL TO:
Equity Bank, 7701 E. Kellogg, Suite 100, Wichita, KS 67207

FOR RECORDER'S USE ONLY



MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$3,000,000.00.

THIS MORTGAGE dated January 21, 2017, is made and executed between DYNAMIC N/C, LLC, A Kansas Limited Liability Company (referred to below as "Grantor") and Equity Bank, whose address is 7701 E. Kellogg, Suite 100, Wichita, KS 67207 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in BUTLER County, State of Kansas:

The East Half of the East Half of the Northwest Quarter of Section Numbered 7, Township Numbered 29 South, Range Numbered 3 East of the 6th P.M., described as follows: (the south line of the Southwest Quarter of said section 7 having an assumed bearing of South 90°00'00" East); beginning at the Northeast corner of said Northwest Quarter; thence

**MORTGAGE
(Continued)**

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South 00°32'48" West along the East line of said Northwest Quarter for a distance of 2657.69 feet to the Center of said Section; thence South 89°51'47" West along the South line of said Northwest Quarter of a distance of 661.30 feet; thence North 00°31'39" East for a distance of 2656.39 feet to a point on the North line of said Northwest Quarter; thence North 89°45'03" East along said North line for a distance of 662.21 feet to the point of beginning, in Butler County, Kansas.

The Real Property or its address is commonly known as 16531 SW 190TH ST, ROSE HILL, KS 67133.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous

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MORTGAGE (Continued)

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Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Kansas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or

Rose Hill City Council Packet

MORTGAGE (Continued)

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is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property; and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then

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MORTGAGE (Continued)

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bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security

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MORTGAGE (Continued)

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agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES. The following provisions relating to further assurances are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type

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of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal

MORTGAGE (Continued)

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Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover Lender's reasonable expenses that Lender incurs in realizing on the Property. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, and any court costs and collection agency fees, except that such costs of collection shall not include recovery of both attorneys' fees and collection agency fees.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Kansas without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Kansas.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Sedgwick County, State of Kansas.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right

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shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Sale or Assignment of Mortgage. Grantor hereby waives any rights Grantor may have under Kansas law to be notified if Lender sells or assigns this Mortgage.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. Grantor hereby waives, to the extent permitted by Kansas law, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the Property.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means DYNAMIC N/C, LLC; and JAMES A. GIBBS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means DYNAMIC N/C, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and

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**MORTGAGE
(Continued)**

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petroleum by-products or any fraction thereof, asbestos, mining waste, drilling fluids and other wastes associated with the exploration, development and production of crude oil, fly ash, bottom ash, slag and flue emissions, and cement kiln dust.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Equity Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated January 21, 2017, in the original principal amount of **\$3,000,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is July 21, 2022.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

DYNAMIC N/C, LLC

By: _____

JAMES A. GIBBS, Manager of DYNAMIC N/C, LLC

**MORTGAGE
(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared **JAMES A. GIBBS, Manager of DYNAMIC N/C, LLC**, and acknowledged that he or she is a member or designated agent of **DYNAMIC N/C, LLC**, a limited liability company, and that he or she, as such member or designated agent, being authorized so to do, executed the foregoing Mortgage for the purposes therein contained, by signing the name of the limited liability company by himself or herself as such member or designated agent.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

By _____

Residing at _____

Notary Public in and for the State of _____

My appointment expires _____

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Rose Hill City Council Packet



RECEIVED

DEC 16 2016

CITY OF ROSE HILL

December 13, 2016

To: City Clerks, City Administrators, City Managers

From: Butler County Emergency Management

Re: Butler County Emergency Operations Plan

This morning, at the regular meeting of the Butler County Board of County Commissioners, the county's newly updated Emergency Operations Plan was formally promulgated by the Board. By their action, the commissioners have adopted this new plan as the official Emergency Operations Plan (EOP) of the county, replacing the previous plan that expired this year. The new plan will be in effect until November 21, 2021.

The rewrite of our EOP has been a major undertaking, a process that has been in the works for nearly a year and that involved a wide range of stakeholder agencies and organizations. We have now begun the process of circulating copies of the new plan to all of our stakeholders and partners. We definitely see our city officials as partners in preparing our citizens for disasters, as well as protecting them during and helping them recover after a major incident.

For your reference, enclosed is a thumb drive for your jurisdiction containing a copy of the full Emergency Operations Plan. The "public" version of the plan is also available on our website at <http://www.bucoks.com/index.aspx?nid=237> (the Basic Plan without the Emergency Support Function annexes). For our records, we ask that you sign and return the enclosed signature page, which confirms your receipt of the plan as well as affirming your willingness to support our efforts if a disaster occurs that requires us to activate this Plan. You can either "snail mail" the sheet back to our office or scan and email it to kkorthals@ButlerEMA.org.

Please feel free to contact me if you have any questions.

Thanks,

Keri Korthals, KCEM, MEP
Assistant Director
Butler County Emergency Management

Jim D. Schmidt, KCEM, Director
Keri M. Korthals, KCEM, MEP, Assistant Director



Plan Concurrence: Agency and Organization Signatures

Butler County Emergency Operations Plan

Mark Detter, City Administrator
City of Andover

Date

Josh Shaw, City Manager
City of Augusta

Date

Charles Hefton, City Administrator
City of Benton

Date

Raye Ann Vaught, City Clerk
City of Cassoday

Date

KaLyn Nethercot, City Administrator
City of Douglass

Date

Marsha Clark, City Clerk
City of Elbing

Date

Tabitha Sharp, City Clerk
City of El Dorado

Date

Rose Hill City Council Packet



Plan Concurrence: Agency and Organization Signatures

Butler County Emergency Operations Plan

Laura Burner, City Clerk
City of Latham

Date

Jody Laidler, City Clerk
City of Leon

Date

Sherri Wedel, City Clerk
City of Potwin

Date

Austin Gilley, City Administrator
City of Rose Hill

Date

Matt Engels, City Administrator
City of Towanda

Date

Kathy Wiebe, City Clerk
City of Whitewater

Date

Rose Hill City Council Packet

RESOLUTION _____

**A RESOLUTION REGARDING THE 2016-2021 BUTLER COUNTY EMERGENCY OPERATIONS PLAN;
CONFIRMING RECEIPT AND AFFIRMING WILLINGNESS TO SUPPORT THE PLAN BY THE CITY OF ROSE HILL,
KANSAS.**

BACKGROUND: The Butler County Commission adopted December 13, 2016, an updated Emergency Operations Plan that will be in effect until November 21, 2021. The County's plan views city officials as partners in preparing citizens for disasters, as well as protecting them during and helping them recover after a major incident. The County is requesting each jurisdiction's chief administrative officer confirm receipt and affirm willingness to support the plan. The Mayor and City Attorney advise that the City Administrator position for the City of Rose Hill does not have the authority to execute the confirmation and affirmation without City Council approval. The intent of this resolution is to provide the one-time authorization for the City Administrator to execute the confirmation and affirmation. The County's plan is available on the Butler County web site.

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

Section 1: The Governing Body confirms receipt of the 2016-2021 Butler County Emergency Operations Plan and affirms its willingness to support the plan.

Section 2: The Governing Body directs the City Administrator and all City staff in the event of a disaster to cooperate fully with Butler County.

Section 3: The Governing Body plans to make it a priority to work toward the City's being able to meet the roles and responsibilities outlined in Section 3.1 "Municipal Government" of the County Plan.

Section 4: The Governing Body authorizes and directs the City Administrator to execute the document provided by Butler County to confirm receipt and affirm willingness to support the plan.

Passed and adopted this _____ day of _____, 2017.

Beth Pompa, Mayor

ATTEST

Kelly Mendoza, City Clerk

RESOLUTION _____

A RESOLUTION ESTABLISHING AN ADVISORY COMMITTEE FOR THE PURPOSE OF PLANNING AND ADMINISTERING COMMUNITY CHRISTMAS LIGHT DECORATIONS FOR THE CITY OF ROSE HILL, KANSAS.

BACKGROUND: The City's outdoor Christmas tree decorations failed in 2014, and in 2015 the City discovered that the remaining pole ornaments had suffered significant weathering. The decision was made to forego the decorations for 2015 and instead formulate an alternative plan. For 2016, Supervisor Rick Cooper started the first phase of the plan in hopes of generating community interest in partnering on future phases. In January 2017, a group of sponsors took the lead in holding a successful fundraiser for the effort. Now that the idea and plan has emerged as a community partnership, it is the City's intent with this resolution to formally seek community leadership and collaborative input on the future of the effort. City Code 1-207 provides the Governing Body with the authority to create a committee to carry out any order.

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

Section 1: The Governing Body designates the following individuals as an advisory committee to be called the "Christmas Illuminators:" Kathy Xenos, Mia Lee, Sandy Collins, Teressa Hammond, and Kelsey Shackelford.

Section 2: The Governing Body directs the City Administrator to provide staff support for the committee.

Section 3: The Governing Body asks the committee to prepare a master plan for Christmas lights throughout the community and to submit the plan to the Governing Body for final approval.

Section 4: The Governing Body asks that the committee take community input on its draft plan before submission, and once the plan is approved by the Governing Body the committee is to be dissolved.

Section 5: The Governing Body authorizes the committee to add, to remove, or to replace committee members at its discretion.

Section 6: Until the plan is approved, the Governing Body authorizes the committee with the approval of the City Administrator: 1. To decide and direct the acquisition of Christmas lights and decorations through the spending of City funds within the City's existing budgetary and financial policies and combined with donated funds; and 2. To place or locate decorations on City-owned property or in the public right-of-way.

Passed and adopted this _____ day of _____, 2017.

Beth Pompa, Mayor

ATTEST

Kelly Mendoza, City Clerk

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

All Positions grouped by position

As of February 1, 2017, 2:42 PM



Rose Hill City Council Packet

Open Town Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open Town Hall is voluntary. The positions in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

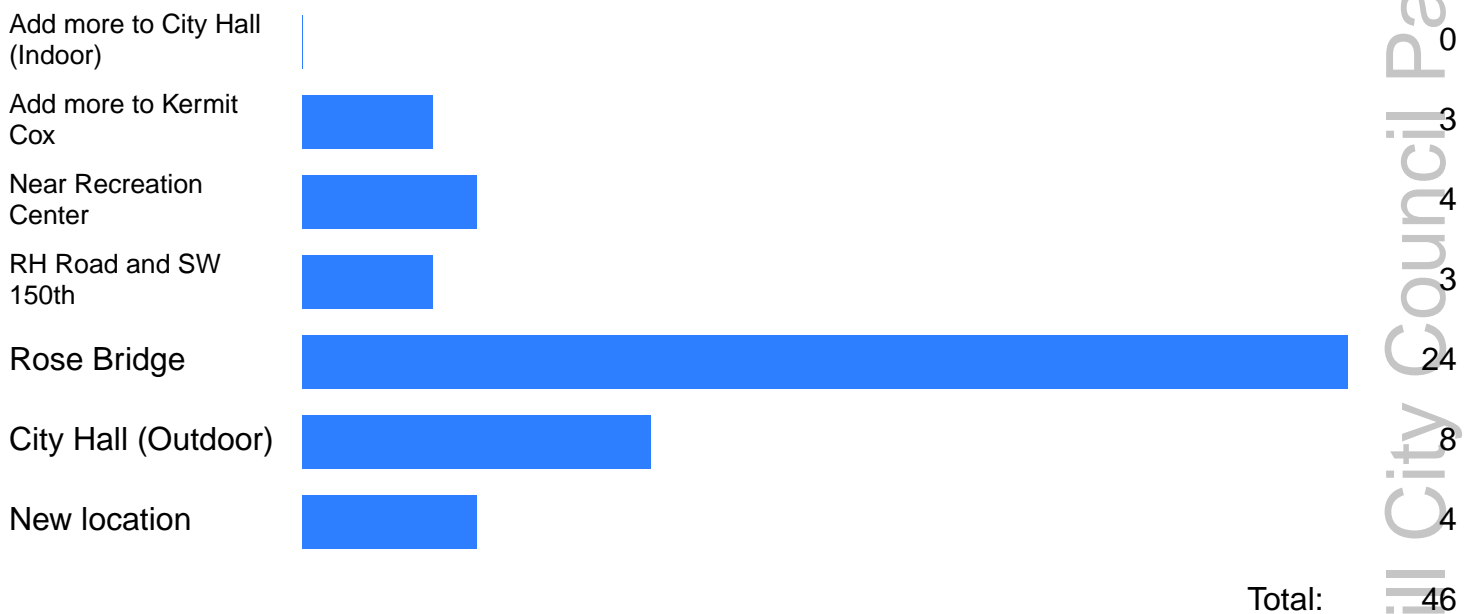
As of February 1, 2017, 2:42 PM, this forum had:

Attendees: 119

All Positions: 46

Hours of Public Comment: 2.3

This topic started on January 6, 2017, 9:39 AM.



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Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

All Participants who selected 'Rose Bridge'

Name not available (unclaimed)

January 23, 2017, 11:05 AM

Create a new display to go near the Rose Bridge on Rose Hill Road.

I would like the display to be centrally located in Rose Hill with banners and lights making a bigger statement along Rose Hill Road.

Dave Waller inside Area 6 (registered)

January 16, 2017, 4:06 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

I would rather see this forum used for more relevant matters than Christmas Lights.

Name not shown inside Area 6 (registered)

January 16, 2017, 9:08 AM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 16, 2017, 8:39 AM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 15, 2017, 11:35 AM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 15, 2017, 11:04 AM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 14, 2017, 11:58 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Nancy Carr inside Area 10 (registered)

January 14, 2017, 3:57 PM

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

Create a new display to go near the Rose Bridge on Rose Hill Road.

I like the idea of lighting up a display near the Rose Bridge. It's right in the center of town and traffic driving through would be able to enjoy the display. I also like the idea of lights or nice banners hanging from the light posts.

Name not available (unclaimed)

January 14, 2017, 9:33 AM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 13, 2017, 11:11 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Create a new display to go near the Rose Bridge on Rose Hill Road.

I think near the pond would be nice also.

But, is there a reason why we can't still hang decorations from the light poles as well? Pure white decorations from the poles make for a stunning white Christmas effect. And beautiful pictures with a fresh carpet of snow.

Name not available (unclaimed)

January 13, 2017, 8:50 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 13, 2017, 7:01 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Christine Wendt outside City Areas (registered)

January 13, 2017, 1:21 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

The bridge is centrally located and has the bridge itself as a supporting structure for initial lighting project

Name not available (unclaimed)

January 13, 2017, 12:54 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

Rose hill bridge would be a great location or the north entrance of town

Name not available (unclaimed)

January 13, 2017, 6:23 AM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Everyone drives by the bridge!

Name not available (unclaimed)

January 12, 2017, 5:49 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 12, 2017, 5:19 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 12, 2017, 4:40 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 12, 2017, 4:33 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Jason Jones inside Area 10 (registered)

January 12, 2017, 4:14 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

I like the idea of a light display in the area of the rose bridge and possibly Christmas banners attached to the nice light poles along the Rose Hill Road corridor sidewalk.

Mia Lee inside Area 5 (registered)

January 12, 2017, 4:01 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

The corner at Kermit Cox is a nice location, and the bridge might be a good choice for a centrally located area (traffic wise). I also wanted to comment on how beautiful the Christmas tree was while driving by City Hall at night.

Name not available (unclaimed)

January 12, 2017, 3:44 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not available (unclaimed)

January 12, 2017, 3:17 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

Name not shown inside Area 5 (registered)

January 12, 2017, 2:49 PM

Create a new display to go near the Rose Bridge on Rose Hill Road.

I like the idea of decorating the town more! Is there a reason why we can't still hang decorations from the light poles as well?

Rose Hill City Council Packet

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

All Participants who selected 'City Hall (Outdoor)'

Name not available (unclaimed)	January 20, 2017, 4:25 PM
Create a new display to go outside of City Hall.	
Name not shown inside Area 2 (registered)	January 19, 2017, 12:08 PM
Create a new display to go outside of City Hall.	
Name not available (unclaimed)	January 18, 2017, 4:23 PM
Create a new display to go outside of City Hall.	
Name not available (unclaimed)	January 18, 2017, 9:46 AM
Create a new display to go outside of City Hall.	
Name not shown inside Area 6 (registered)	January 18, 2017, 9:42 AM
Create a new display to go outside of City Hall.	
Dory Hayes inside Area 10 (registered)	January 17, 2017, 1:41 PM
Create a new display to go outside of City Hall.	
Small town Kansas keeping to tradition.	
Name not available (unclaimed)	January 13, 2017, 9:19 PM
Create a new display to go outside of City Hall.	
Name not shown (unverified)	January 12, 2017, 1:36 PM

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

Create a new display to go outside of City Hall.

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

All Participants who selected 'Near Recreation Center'

Name not available (unclaimed)

January 19, 2017, 10:53 AM

Create a new display to go in the City's vacant lot across from Rec Center.

Name not available (unclaimed)

January 18, 2017, 3:35 PM

Create a new display to go in the City's vacant lot across from Rec Center.

Name not available (unclaimed)

January 12, 2017, 6:41 PM

Create a new display to go in the City's vacant lot across from Rec Center.

Name not shown inside Area 10 (registered)

January 12, 2017, 2:05 PM

Create a new display to go in the City's vacant lot across from Rec Center.

Start near Rec center then the bridge and then 150th

Rose Hill City Council Packet

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

All Participants who selected 'RH Road and SW 150th'

Name not available (unclaimed)

January 18, 2017, 10:42 AM

Create a new display to go in the area near the City's water facility on Rose Hill Road just south of SW 150th.

Name not available (unclaimed)

January 15, 2017, 9:00 AM

Create a new display to go in the area near the City's water facility on Rose Hill Road just south of SW 150th.

Name not available (unclaimed)

January 12, 2017, 9:21 PM

Create a new display to go in the area near the City's water facility on Rose Hill Road just south of SW 150th.

Rose Hill City Council Packet

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

All Participants who selected 'New location'

Name not shown inside Area 2 (registered)

January 16, 2017, 5:09 PM

Find another location.

I'd like to see white lights on the poles on Rosewood, outside of City Hall and from Rosewood south on Rose Hill Rd.

Name not available (unclaimed)

January 16, 2017, 10:55 AM

Find another location.

The locations listed but also with light post decor thru town

Name not available (unclaimed)

January 15, 2017, 4:37 PM

Find another location.

A Christmas on the pond with displays and around it would be New to see

Becky Rierson outside City Areas (unverified)

January 15, 2017, 12:00 PM

Find another location.

On the light poles from one end of town to the other.
North city limits to south city limits.

Christmas Lights Locations for Next Year

Where should the next Christmas light display be located?

All Participants who selected 'Add more to Kermit Cox'

Kevin Webster inside Area 1 (registered)

January 13, 2017, 9:13 AM

Add more decorations to Kermit Cox Park.

Name not available (unclaimed)

January 13, 2017, 9:00 AM

Add more decorations to Kermit Cox Park.

Name not shown inside Area 10 (registered)

January 12, 2017, 1:54 PM

Add more decorations to Kermit Cox Park.

I liked the Lights where they were this year at Silknetter corner , just add to it !

Rose Hill City Council Packet

Austin Gilley

From: Kelly Mendoza
Sent: Wednesday, February 01, 2017 8:11 AM
To: Austin Gilley
Subject: FW: Open Records Request

Kelly Mendoza

City Clerk
City of Rose Hill
316- 776-2712
kmendoza@cityofrosehill.com

From: Bill Baker [mailto:billbaker@powerdozer.com]
Sent: Tuesday, January 31, 2017 5:21 PM
To: Kelly Mendoza <kmendoza@cityofrosehill.com>
Subject: Open Records Request

MS Kelly Mendoza
Rose Hill City Clerk

Request I be provided an electronic copy of the power point that MR Gilley presented to the council during the July 5, 2016 council meeting.

Thank you

Bill Baker
211 E. Osage, Rose Hill KS 67133

Rose Hill City Council Packet