

(revised 9/11/08)
AGENDA

BASEHOR CITY COUNCIL
September 15, 2008
6:00 p.m.
Basehor City Hall

WORK SESSION - 6:00 p.m. Discussion of agenda items

REGULAR MEETING – 7:00 p.m.

1. Roll Call by Mayor Chris Garcia and Pledge of Allegiance

2. Consent Agenda

(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)

- a. Approve Minutes
 1. August 18, 2008 Work Session & Regular Meeting
 2. September 4, 2008 Work Session & Regular Meeting (No minutes – meeting not held due to lack of quorum)
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

3. Call to Public

Members of the public are welcome to use this time to comment about any matter relating to City business that is listed on this Agenda. The comments that are discussed under "Call to Public" may or may not be acted upon by the Council during this meeting. There is a five-minute time limit. (Please wait to be recognized by the mayor then proceed to the podium; state your name and address).

4. Scheduled Discussion Items

5. Business

- a. Consider a resolution authorizing and directing the issuance, sale and delivery of \$3,760,000 principal amount of general obligation temporary notes, series 2008, of the city of Basehor, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.
- b. Consider waiving building permit fees for the USD 458 building construction projects.

EXHIBIT A

\$3,760,000
CITY OF BASEHOR, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2008

CALCULATION OF PURCHASE PRICE

Principal Amount	\$3,760,000.00
Less Underwriter's Discount	- 28,200.00
Plus Reoffering Premium	42,300.00
Plus Accrued Interest	<u>6,266.66</u>
<i>Total Purchase Price</i>	\$3,780,366.66

MATURITY SCHEDULE

SERIAL NOTES

Stated Maturity	Principal	Annual Rate	Yield
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>	
2010	\$3,760,000	4.000%	2.750%

(Plus accrued interest from September 15, 2008)

REDEMPTION OF NOTES

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2009, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

AGENDA

BASEHOR CITY COUNCIL

September 15, 2008

6:00 p.m.

Basehor City Hall

WORK SESSION - 6:00 p.m. Discussion of agenda items

REGULAR MEETING – 7:00 p.m.

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(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)

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 1. September 4, 2008 Work Session & Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

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4. Scheduled Discussion Items

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- a. Consider a resolution authorizing and directing the issuance, sale and delivery of \$3,760,000 principal amount of general obligation temporary notes, series 2008, of the city of Basehor, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.
- b. Consider waiving building permit fees for the USD 458 building construction projects.
- c. Consider approval of Authorization No. 3 for professional engineering services (resident observer) to Burns & McDonnell Engineering Company, Inc.
- d. Consider accepting the low bid for the wastewater treatment plant project, pending KDHE approval.

- e. Consider approval of the revolving loan (KWPCRF) Agreement with KDHE for Wastewater Treatment Plant Expansion.
- f. Consider renewal of FundBalance annual maintenance contract.
- g. Consider the first phase of a street maintenance plan prepared by McAfee Henderson Solutions, Inc. for the City of Basehor.
- h. Consider appointment of Park Advisory Board member.
- i. Consider purchase of remote cellular monitoring devices for lift stations.
- j. Consider appointment of (2) voting delegates for Annual League of Kansas Municipalities Conference, October 14, 2008.
- k. Consider transfer of \$244,000 from Sewer Fund to Bond & Interest Fund for State Revolving Loan payment.

6. City Administrator Report

7. Mayor's Report

8. Council Member Reports

- 9. Executive Session** – Discussions prior to acquisition of real estate: Easement and Right-of-Way acquisition for 150th Street

10. Adjournment

Basehor City Council reserves the right to amend the agenda following its publication in the Basehor Sentinel newspaper. Citizens are encouraged to attend all public meetings. Updates to the agenda may be viewed at www.cityofbasehor.org

Refer to September 4, 2008 Council packet for the following agenda items:

- September 4, 2008 Work Session & Regular Meeting
- Approve Treasurer's Reports & Vendor Payments (Report #1)
- Approve calendar of events
- Consider a resolution authorizing and directing the issuance, sale and delivery of \$3,760,000 principal amount of general obligation temporary notes, series 2008, of the city of Basehor, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. *(revised Information Summary in 9/15 packet)*
- Consider waiving building permit fees for the USD 458 building construction projects. *(revised Information Summary in 9/15 packet)*
- Consider approval of Authorization No. 3 for professional engineering services (resident observer) to Burns & McDonnell Engineering Company, Inc. *(revised Information Summary in 9/15 packet)*
- Consider renewal of FundBalance annual maintenance contract.
- Consider the first phase of a street maintenance plan prepared by McAfee Henderson Solutions, Inc. for the City of Basehor.
- Consider appointment of Park Advisory Board member.
- Consider purchase of remote cellular monitoring devices for lift stations.
- Consider appointment of (2) voting delegates for Annual League of Kansas Municipalities Conference, October 14, 2008.

CHECK REGISTER REPORT

Date: 09/08/2008

AS OF 09/08/08

Time: 12:16pm

City Of Basehor

Page: 1

BANK: First State Bank

Check N ^o	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
15737	09/08/2008	Printed	ADVANCE PE	ADVANCE PEST CONTROL	PEST CONTROL CITY HALL/WTF/PAR	154.55
15738	09/08/2008	Printed	AT&T	AT&T	PHONE SERVICES WTF/LIFT STATIO	33.16
15739	09/08/2008	Printed	ATMOS ENER	ATMOS ENERGY	UTILITY SERVICES - GAS	78.06
15740	09/08/2008	Printed	BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	MEMBERSHIP MEETING REGISTRATIO	14.00
15741	09/08/2008	Printed	BOOMTOWN	BOOMTOWN INSTITUTE	BOOMTOWNUSA	21.43
15742	09/08/2008	Printed	BASEHOR CI	CITY OF BASEHOR	SEWER/SOLID WASTE SERVICES	104.91
15743	09/08/2008	Printed	CONS WATER	CONS RURAL WATER DISTRICT #1	WATER SERVICES	171.54
15747	09/08/2008	Printed	DATAMAX	DATAMAX	LEASE RENTALS/EXCESS COPY CHAR	385.65
15748	09/08/2008	Printed	08-811	DEPARTMENT OF PUBLIC ADMIN	KUCIMAT REGISTRATION BANQUET	50.00
15749	09/08/2008	Printed	FELDMANS	FELDMANS	SUPPLIES PWD	4.56
15750	09/08/2008	Printed	FUNDBALANC	FUNDBALANCE PRODUCT SOLUTION	PERVASIVE UPGRADE-VISTA OPERAT	170.00
15751	09/08/2008	Printed	GALLS INCO	GALLS INCORPORATED	DUTY SHIRTS-POLICE DEPT	277.53
15752	09/08/2008	Printed	JADE ALARM	JADE ALARM COMPANY	ALARM SERVICES CITY HALL/WTF	134.70
15753	09/08/2008	Printed	KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES COLL	1,069.00
15754	09/08/2008	Printed	KDHE TECH	KDHE BUREAU OF WATER	STATE REVOLVING LOAN PAYMENT	244,000.00
15755	09/08/2008	Printed	LAWRENCE	LAWRENCE JOURNAL WORLD	NEWSPAPER PUBLICATIONS	1,182.00
15756	09/08/2008	Printed	LCDC	LCDC	LCPA BOARD MEETING REGISTRATIO	21.00
15757	09/08/2008	Printed	LVCO PUBLI	LEAVENWORTH COUNTY PUBLIC WORK	LABOR/MATERIALS/EQUIPMENT	25,484.40
15758	09/08/2008	Printed	MAAC CLEAN	MAAC CLEANING SPECIALISTS	CLEANING @ CITY HALL	180.00
15759	09/08/2008	Printed	MARCIT	MARCIT	DENTAL INSURANCE PAYMENT	1,114.00
15760	09/08/2008	Printed	MCAFFEE HEN	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES	6,385.00
15761	09/08/2008	Printed	MCVEY REAL	MCVEY REAL ESTATE	REFUND SEWER ACCOUNT	54.66
15762	09/08/2008	Printed	MODERN MAR	MODERN MARKETING, INC.	911 MARKERS	83.65
15763	09/08/2008	Printed	OMBPOLLENE	OMB POLICE SUPPLY, INC	LEG IRON RESTRAINTS/CLOTHING	136.97
15764	09/08/2008	Printed	PAULIE	LEONARD PAULIE	REFUND SEWER ACCOUNT	0.31
15765	09/08/2008	Printed	POSITIVE P	POSITIVE PROMOTIONS INC	EMERGENCY PREPAREDNESS GUIDES	126.40
15766	09/08/2008	Printed	PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	250.00
15767	09/08/2008	Printed	QUILL	QUILL	OFFICES SUPPLIES-COPY PAPER	69.80
15768	09/08/2008	Printed	REAVEY LAW	REAVEY LAW LLC	LEGAL SERVICES PROVIDED	1,520.00
15769	09/08/2008	Printed	SELECT IMA	SELECT IMAGING	FILEBOUND HOSTING FEES	300.00
15770	09/08/2008	Printed	SLAUGH	CARL SLAUGH	CHAMBER MEMBERSHIP REGISTRATIO	7.00
15771	09/08/2008	Printed	STANDARD &	STANDARD & POORS	CUSIP SERVICE BUREAU - TEMP NO	129.00
15772	09/08/2008	Printed	SUNFLOWER	SUNFLOWER BROADBAND	TELEPHONE/INTERNET/CABLE SERV	646.96
15773	09/08/2008	Printed	WESTAR GRP	WESTAR ENERGY	STREET LIGHTS/UTILITIES	4,151.47
15774	09/08/2008	Printed	ZEE MED	ZEE MEDICAL SERVICE	MISC MEDICAL SUPPLIES CITY HAL	63.45

Total Checks: 35 Bank Total: 288,575.16

Total Checks: 35 Grand Total: 288,575.16

BALANCE SHEET

Page: 1

9/8/2008

11:50 am

City Of Basehor

As of: 9/30/2008

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

Acct Class: CA CURRENT ASSESTS

001 FSB CHECKING ACCOUNT	20,656.49
002 FSB MONEY MARKET ACCOUNT	3,254,096.53
016 103-3 OVERNIGHT ACCT MIP	86,083.82
031 30433 CNB 3.10% DUE 10/18/08	800,000.00
045 418000021 COMMERCE 2.5% 11/10	1,400,000.00

 Acct Class: CA CURRENT ASSESTS

5,560,836.84

 Total Assets

 5,560,836.84

Liabilities

Acct Class: CL CURRENT LIABILITIES

214 SEWER FUND MONTHLY BALANCE	557,260.58
215 SOLID WASTE MONTHLY BALANCE	79,201.86
216 GENERAL FUND MONTHLY BALANCE	1,532,701.59
218 MUNICIPAL EQUIP FUND MO BAL	139,951.21
219 CAPITAL IMPROVE FUND MO BAL	910,972.38
220 SPECIAL PARK & REC FUND MO BAL	134,573.88
221 CONS HIGHWAY FUND MONTHLY BAL	2,054,552.85
226 BOND & INTEREST MONTHLY BAL	84,163.70
230 TOWN CENTER PROJECT MO BALANCE	-870.00
300 CL MAINTENANCE MONTLY BALANCE	68,328.79

 Acct Class: CL CURRENT LIABILITIES

5,560,836.84

 Total Liabilities

 5,560,836.84

 Total Liabilities & Balances

 5,560,836.84

REVENUE/EXPENDITURE REPORT
AS OF 09/08/08

City Of Basehor

For the Period: 1/1/2008 to 9/30/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	2,467,360.00	2,467,360.00	1,438,997.22	1,953.00
Expenditures	2,178,959.00	2,178,959.00	1,205,263.39	12,069.66
Net Effect for GENERAL FUND	288,401.00	288,401.00	233,733.83	-10,116.66
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	35,348.00	35,348.00	15,079.65	0.00
Expenditures	19,500.00	19,500.00	3,165.92	0.00
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	11,913.73	0.00
Fund: 05 - SEWER FUND				
Revenues	5,851,539.00	5,851,539.00	612,738.79	0.00
Expenditures	5,715,259.00	5,715,259.00	906,809.58	431.47
Net Effect for SEWER FUND	136,280.00	136,280.00	-294,070.79	-431.47
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	14,119.00	14,119.00	10,864.31	0.00
Expenditures	10,500.00	10,500.00	6,058.11	0.00
Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	3,619.00	4,806.20	0.00
Fund: 08 - BOND & INTEREST FUND				
Revenues	890,969.00	890,969.00	784,355.33	0.00
Expenditures	1,011,084.00	1,011,084.00	1,010,963.97	244,000.00
Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	-226,608.64	-244,000.00
Fund: 09 - SOLID WASTE FUND				
Revenues	162,744.00	162,744.00	107,380.22	0.00
Expenditures	162,182.00	162,182.00	91,288.05	56.66
Net Effect for SOLID WASTE FUND	562.00	562.00	16,092.17	-56.66
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	787,548.00	787,548.00	344,948.72	0.00
Expenditures	588,700.00	588,700.00	152,813.07	30,619.40
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	192,135.65	-30,619.40
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	218,247.00	218,247.00	2,234.62	0.00
Expenditures	225,000.00	225,000.00	65,357.57	0.00
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-63,122.95	0.00
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	388,976.00	388,976.00	197,311.55	0.00
Expenditures	375,000.00	375,000.00	0.00	0.00
Net Effect for CAPITAL IMPROVEMENT FUND	13,976.00	13,976.00	197,311.55	0.00
Fund: 18 - BASEHOR TOWN CENTER PROJECT				
Expenditures	0.00	0.00	1,099.00	229.00
Net Effect for BASEHOR TOWN CENTER PROJECT	0.00	0.00	-1,099.00	-229.00

Memorandum

To: City Council

CC: Mayor, City Administrator, City Clerk

From: Susan Adams

Date: 9/8/2008

Re: Transfer from Sewer Fund to Bond & Interest Fund

- 1) For Decision by the City Council at the September 15, 2008 City Council Meeting.
- 2) To ensure sufficient funds in the Bond & Interest Fund to meet City's obligations of the loan payment.
- 3) Recommendation - City Council approve the transfer of \$244,000 from the Sewer Fund to the Bond & Interest Fund.
- 4) Discussion:
 - a) A State Revolving Loan payment of \$244,000 is due to KDHE on October 1, 2008.
 - b) State Revolving Loan payments are made from the Bond & Interest Fund. The 2008 Budget calls for \$488,000.00 to be transferred from the Sewer Fund to the Bond & Interest Fund.
 - c) By transferring \$244,000 we ensure that sufficient funds are available in the Bond & Interest Fund to meet the City's obligations.
 - d) Resource Impacts - After the \$244,000 transfer is made, the cash balance in the Sewer Fund will be approximately \$313,260.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a resolution authorizing and directing the issuance, sale and delivery of \$3,760,000 principal amount of general obligation temporary notes, series 2008, of the City of Basehor, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Department: Administration

Background/Description of Item:

On August 18, 2008 the city council approved Resolution 2008-12 giving direction to Piper Jaffray to prepare temporary notes for the Basehor Town Center benefit district. The notes have been prepared and dates will be shifted to account for the delay in the city council meeting that was cancelled Sept. 4.

The interest rate will be set prior to the council meeting and the information presented to the city council. Following approval by the city council the formal documents will be sent to the state for approval.

The temporary notes will be deposited in a separate account from which expenses of the construction project will be paid.

<u>Description</u>	<u>Resolution No.</u>	<u>Authority</u>	<u>Estimated Cost</u>
155 th Street Improvements	Res. No. 2008-08	K.S.A. 12-6a01 <i>et seq.</i>	\$935,000
Basehor Boulevard Improvements	Res. No. 2008-07	K.S.A. 12-6a01 <i>et seq.</i>	<u>2,825,000</u>
Total			\$3,760,000

Funding Source: Administration

Recommendation: Adopt Resolution 2008-__ authorizing and directing the issuance, sale and delivery of \$3,760,000 principal amount of general obligation temporary notes, series 2008, of the City of Basehor, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Prepared by: Carl E. Slaugh, City Administrator
 Council Date: September 15, 2008

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\$3,760,000
CITY OF BASEHOR, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2008

CALCULATION OF PURCHASE PRICE

Principal Amount	\$3,760,000.00
Less Underwriter's Discount	- 28,200.00
Plus Reoffering Premium	42,300.00
Plus Accrued Interest	<u>6,266.66</u>
<i>Total Purchase Price</i>	\$3,780,366.66

MATURITY SCHEDULE

SERIAL NOTES

Stated Maturity	Principal	Annual Rate	Yield
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>	
2010	\$3,760,000	4.000%	2.750%

(Plus accrued interest from September 15, 2008)

REDEMPTION OF NOTES

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2009, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.



Final Debt Service Schedules
Presented to the:

CITY OF BASEHOR, KANSAS

Greg Vahrenberg
Managing Director
gregory.m.vahrenberg@pjc.com

(913) 345-3374
(913) 345-3393 – Fax

September 15, 2008

GUIDES FOR
THE JOURNEY.®

| PiperJaffray.

City of Basehor, Kansas

General Obligation Temporary Notes

Series 2008

\$3,760,000

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/01/2010	Serial Coupon	4.000%	2.750%	3,760,000.00	101.125% c	3,802,300.00
Total	-	-	-	\$3,760,000.00	-	\$3,802,300.00

Bid Information

Par Amount of Bonds	\$3,760,000.00
Reoffering Premium or (Discount)	42,300.00
Gross Production	\$3,802,300.00
Total Underwriter's Discount (0.750%)	\$(28,200.00)
Bid (100.375%)	3,774,100.00
Accrued Interest from 09/15/2008 to 09/30/2008	6,266.66
Total Purchase Price	\$3,780,366.66
Bond Year Dollars	\$7,373.78
Average Life	1.961 Years
Average Coupon	4.0000001%
Net Interest Cost (NIC)	3.8087820%
True Interest Cost (TIC)	3.7955257%

City of Basehor, Kansas

General Obligation Temporary Notes

Series 2008

\$3,760,000

Total Issue Sources And Uses

Dated 09/15/2008 | Delivered 09/30/2008

	155th St Improvements	Basehor Blvd - Sewer	Basehor Blvd - Water	Basehor Blvd Streets	Issue Summary
Sources Of Funds					
Par Amount of Bonds	\$935,000.00	\$835,000.00	\$215,000.00	\$1,775,000.00	\$3,760,000.00
Reoffering Premium	10,518.75	9,393.75	2,418.75	19,968.75	42,300.00
Accrued Interest from 09/15/2008 to 09/30/2008	1,558.33	1,391.67	358.33	2,958.33	6,266.66
Total Sources	\$947,077.08	\$845,785.42	\$217,777.08	\$1,797,927.08	\$3,808,566.66
Uses Of Funds					
Deposit to Project Fund	881,148.08	786,907.69	202,616.95	1,672,767.82	3,543,440.54
Deposit to Capitalized Interest (CIF) Fund	53,087.23	47,409.44	12,207.23	100,780.56	213,484.46
Total Underwriter's Discount (0.750%)	7,012.50	6,262.50	1,612.50	13,312.50	28,200.00
Bond Counsel	3,319.76	2,964.69	763.36	6,302.19	13,350.00
Deposit to Debt Service Fund	1,558.33	1,391.67	358.33	2,958.33	6,266.66
POS/Official Statement	621.67	555.19	142.95	1,180.19	2,500.00
Paying Agent	124.33	111.04	28.59	236.04	500.00
CUSIP	74.61	66.62	17.15	141.62	300.00
Kansas State Treasurer Issue Setup Fee	74.61	66.62	17.15	141.62	300.00
Transcript Approval Fee	49.74	44.41	11.44	94.41	200.00
Kansas Bond Registration Fee	6.22	5.55	1.43	11.80	25.00
Total Uses	\$947,077.08	\$845,785.42	\$217,777.08	\$1,797,927.08	\$3,808,566.66

City of Basehor, Kansas

General Obligation Temporary Notes

Series 2008

\$3,760,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/30/2008	-	-	-	-	-
03/01/2009	-	-	69,351.12	69,351.12	-
09/01/2009	-	-	75,200.00	75,200.00	144,551.12
03/01/2010	-	-	75,200.00	75,200.00	-
09/01/2010	3,760,000.00	4.000%	75,200.00	3,835,200.00	3,910,400.00
Total	\$3,760,000.00	-	\$294,951.12	\$4,054,951.12	-

Yield Statistics

Accrued Interest from 09/15/2008 to 09/30/2008	6,266.66
Bond Year Dollars	\$7,373.78
Average Life	1.961 Years
Average Coupon	4.0000001%
Net Interest Cost (NIC)	3.8087820%
True Interest Cost (TIC)	3.7955257%
Bond Yield for Arbitrage Purposes	2.7524091%
All Inclusive Cost (AIC)	4.0446522%

IRS Form 8038

Net Interest Cost	3.3041879%
Weighted Average Maturity	1.961 Years

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider waiving building permit fees for USD 458 building construction projects.

Department: Administration, Planning

Background/Description of Item:

Superintendent Dr. Bob Albers, USD 458, has made a request to have the building permit fees waived for the new Basehor Elementary School.

Mark Lee, Basehor Building Inspector, computed the fees based on the schedule in use for commercial structures. "I worked on putting together a permit fee for the new school. I have started to receive calls from contractors; the bids are due in next Thursday. The permit fee I calculated was \$81,108.86." [corrected to \$69,592.61]

Base Fee:	19,459.06	
Plumbing Fee:	849.00	
Elect. Fee:	1,063.80	
HVAC Fee:	737.75	
Plan Review Fee:	13,721.25	Actual fee was \$1,205.00 for initial review
based on 65% of permit fees		
Parkland fee:	200.00	
Sewer Connection:	2,950.00	
Trans. Excise Tax:	43,128.00	
based on 11 acres at .09 per square foot.		

Inspection fees are user fees designed to help the city recover costs associated with inspection. The inspections are a service the city provides to ensure structures are built according to building codes. The plan review fee is the estimated cost of having the plans reviewed by an outside agency. The plans have already been reviewed by Design Energy Group and the city received the \$1,205.00 invoice for the initial review.

The Transportation Excise Tax is an impact fee that helps the city recover the cost of road improvements in the city at large. The Basehor Town Center benefit district will fund improvements just to 155th Street and Basehor Blvd.

USD 458 has asked what jurisdiction the city has over school construction. Most cities in the metro area conduct building inspections on school construction. If the fees are waived the question will need to be addressed if the city should still perform inspections.

According to the city attorney, public schools are not exempt from fees, building inspections, or building codes. The city council has the authority to waive building inspections or fees. Each case establishes a policy or precedent for other similar cases.

Building permit fees and excise tax payments have been waived for some church construction projects in the recent past. Based on previous precedent, it would be an appropriate gesture to waive the fees for USD 458.

Funding Source: Planning

Recommendation: Consider waiving portions of the building permit fees or excise tax payment for the new USD 458 elementary school.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: September 15, 2008

Carl Slaugh

From: Patrick Reavey [patrick@reaveylaw.com]
Sent: Tuesday, August 26, 2008 7:52 PM
To: Carl Slaugh
Subject: Inspection and Fees

Carl,

I have emailed John Vratil, School District Attorney, indicating to him that I'm aware of no legal impediment to the City treating the school project just like any other commercial project. I have asked him to let me know if he is aware of any. I'm almost certain he is in agreement, although I certainly will pass along any comments he has. Waiving the fees owed by the school certainly is within the Council's prerogative but may be used by other non-profit or community based projects to ask for a similar waiver. If I remember correctly, the VFW requested fees be waived and the Council declined due to the fear of setting a precedent, although I think the Council did something to make up for the fees -- it is probably worthwhile to let the Council know how they dealt with VFW request.

Please let me know if you need anything else on this.

Thanks.

Patrick G. Reavey
REAVEY LAW LLC
Livestock Exchange Building
1600 Genessee, Suite 303
Kansas City, Missouri 64102
(816) 474-6300
(816) 474-6302 (FAX)
patrick@reaveylaw.com
www.reaveylaw.com

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9/9/2008

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of authorization No. 3 for professional engineering services (resident observer) to Burns & McDonnell Engineering Company, Inc.

Department: Administration, Sewer

Background/Description of Item: Summary of Engineering Fees

2.1 General	2.5 Final Design Phase (\$362,000)
2.2 Concept development (\$52,400)	2.6 Bidding or Negotiating Phase (\$7,500)
2.3 Schematic Design Phase – included in 2.2	2.7 Construction Phase (\$129,000)
2.4 Preliminary Design Phase – included in 2.2	2.8 Post-Construction Phase included in 2.7

Total Projected Engineering Fees: \$785,600 or 19.8% of estimated project cost

The resident observer fees were not included in the above estimates. Burns and McDonnell originally estimated \$272,000 for construction observation which includes paying an observer for 11 months of full time inspection. Negotiation began at \$130/hour or \$272,000, then negotiated down to \$100/hour or \$204,700, the remaining amount covers engineering consultation. Staff feels the rate is too high.

Resident Observer: Burns & McDonnell fee of \$204,700 includes 1,760 hours @ \$100 per hour, not to exceed \$190,666, plus 80 hours for an administrative assistant.

Option 1 Burns & McDonnell Contract	\$204,700	George Allaire
Option 2 City Contract with same individual	\$143,000	George Allaire
Option 3 MHS Engineer observer	\$92,575	Mike Stephan

The resident observer must have the knowledge, skills and special experience to be a qualified inspector. The keys to a quality construction project are the quality and relationship between the on-site construction manager and the resident observer.

The city council voted on August 4, 2008 to go with option #1, resident observer supplied by Burns & McDonnell Engineers in the amount of approximately \$190,666 [\$204,700]. Staff would still prefer a lesser cost option #2 (\$143,000) or #3 with MHS for \$92,575. A verbal commitment based on the city council decision from Aug. 4 for option 1 was made, however no binding action was taken and options 2 or 3 are still available. If option 2 or 3 is selected, professional service agreement #3 with Burns and McDonnell Engineering Company will need to be revised.

A motion to reconsider previously approved action is prohibited; however under the adopted rules and procedures a new motion may be made with another alternative.

Funding Source: Sewer Fund

Recommendation: Authorize a separate agreement with a contract resident observer.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: September 15, 2008

CITY OF BASEHOR, KANSAS
AUTHORIZATION NO. 3
For
PROFESSIONAL ENGINEERING SERVICES
To
BURNS & McDONNELL ENGINEERING COMPANY, INC.
Kansas City, Missouri

In accordance with the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES dated April 2, 2007 between the City of Basehor, Kansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

SECTION 1 - SCOPE: The Scope of Services to be provided by ENGINEER, in connection with this Authorization, is as follows:

- 1.1 In accordance with Paragraph 3.2 of the Agreement, ENGINEER will provide a Resident Project Representative to act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.
 - 1.1.1 The Resident Project Representative, through more extensive on-site observations of the work in progress, field observations of materials and equipment, and maintenance of job-site records on conditions and activities, shall assist the ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. The furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor's failure to perform the construction work in accordance with the Contract Documents.
 - 1.1.2 Resident services during construction shall not exceed a total of 1,760 man-hours for the Resident Project Representative and 80 hours for an administrative assistant, unless required by the Contractor's schedule and authorized by Client and agreed by ENGINEER. This is based on a construction schedule of 325 calendar days starting from Contractor's notice-to-proceed to ready for final payment.

SECTION 2 - RESPONSIBILITIES OF OWNER: OWNER will provide, in connection with this Authorization, the following:

- 2.1 As described in Section 4 of the Agreement.

SECTION 3 - TIME OF SERVICE

- 3.1 ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization. It is anticipated that the Resident Project Representative services will be completed before October 31st, 2009.

SECTION 4 - COMPENSATION

- 4.1 OWNER shall compensate ENGINEER for providing the Resident Project Representative services set forth herein in accordance with the terms of Paragraph 6.1 of the existing AGREEMENT.

4.1.1 Services shall be paid at the hourly rate indicated in the ENGINEER's "Schedule of Hourly Professional Service Billing Rates" as specified in the Agreement. For labor hours provided by the Resident Project Representative, the negotiated hourly rate shall be \$100.00 per hour. Fee shall not exceed \$190,666 without written authorization of the OWNER.

AUTHORIZATION BY:

CITY OF BASEHOR, KANSAS

By _____

Title _____

Date _____

ACCEPTED BY:

BURNS & McDONNELL ENGINEERING COMPANY, INC.

By _____
James L. Foil Vice President

By _____
Jeffrey J. Keller, Project Manager

END OF AUTHORIZATION

Carl Slaugh

From: RGeisler@kdhe.state.ks.us
Sent: Monday, September 08, 2008 9:15 AM
To: Carl Slaugh
Subject: Re: RLF documents and Resident Observer Contract - Basehor

Carl, I quickly reviewed the documents attached to your e-mail. The scanned document relates to the Public Water Supply SRF program, and unfortunately the requirements for RPR are different from the wastewater SRF program. The Public Water Supply SRF program allows the scope of RPR services to be negotiated depending on the complexity of the project - as an example the water supply SRF program funds a lot of "spaghetti water lines" projects, where full time on-site RPR is really not necessary. The wastewater SRF program is the same as any wastewater construction project, and is governed by KAR 28-16-55, requiring full time RPR by a "qualified inspector", which is defined in a KDHE policy document, but if you are contracting with a licensed Kansas PE or a Kansas PE firm, there is no problem with qualifications. Therefore, the city can contract with another firm or PE to provide RPR services. and the cost is allowable under the loan.

Now, the SRF programs both require the one year project performance certification by either the design engineer or the construction engineering services engineer, which is Burns and Mac in your case. This responsibility cannot be "transferred" to the RPR firm. KDHE does not encourage the use of a different PE or PE firm for RPR services, but it has been done by other cities and resulted in a successful project, although not for a project as complex and expensive as now being undertaken by Basehor. Typically the city provides the "full time on-site RPR" by a direct contract, and the design/construction services engineer provides other services, and there is a weekly or biweekly meeting at the construction site - similiar to the "progress meetings" - where the on site RPR, construction services engineer, and contractor reps meet to discuss problems and progress.

Therefore, in other cases, the construction services firm (Burns and Mac) would include time and travel expenses for a regularly scheduled trip to the site by the design engineer, at a minimum of once every 2 weeks, for a minimum of 4 hours on-site every trip. In other cases I perceive this level of review and "watchfulness" allows the construction services firm to provide the required one year certification. I hope this discussion is helpful. ROD

Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water
Division of Environment, KDHE
1000 SW Jackson, Suite 420
Topeka, Kansas 66612-1367
Voice and Messages - 785.296.5527
Fax- 785.296.0086

"Carl Slaugh" <cityadm@cityofbasehor.org>

"Carl Slaugh"
<cityadm@cityofbasehor.org>

09/06/2008 11:02 AM

To "Rod Geisler" <RGeisler@kdhe.state.ks.us>,
"Patrick Reavey" <preavey@desotoks.us>
cc "Keller, Jeff" <jkeller@burnsmcd.com>,
<cityclerk@cityofbasehor.org>, "Gene Myracle"
<citysuper@cityofbasehor.org>
Subject RLF documents and Resident Observer Contract

Rod Geisler and Patrick Reavey,

I would like to get an opinion regarding interpretation of the engineering contract requirements as listed in the revolving loan documents. Is there a requirement for the engineer to provide the resident observer services or may that service be contracted separately by the City (loan recipient)? Burns & McDonnell opinion is that the City does not have an option to contract separately for resident observer services and has more or less stated that they will be unable to provide project certification unless the resident observer is under contract with them.

Burns & McDonnell did not include a price for resident observation under the initial contract, electing to negotiate the price later, and I felt their offer of services was not competitive in price. I have provided two options for resident observation that I feel would be acceptable. The options are listed on the attached agenda item information form which will be considered at the Sept. 15 city council meeting (Sept. 4 meeting cancelled due to lack of a quorum).

Please let me know what your opinion is, hopefully by Sept. 10 to be included in our agenda packets or no later than Sept. 15 so it will be available for discussion at the city council meeting.

Thanks, Carl

Carl E. Slaugh, City Administrator

City of Basehor (913) 724-1370 x33

2620 N. 155th St. (913) 231-0630 cell

Basehor, KS 66007

From: Keller, Jeff [<mailto:jkeller@burnsmcd.com>]
Sent: Friday, September 05, 2008 5:40 PM
To: Carl Slaugh
Subject: FW: RLF documents

Sorry – forgot the attachments.

*Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com*

9/9/2008

From: Keller, Jeff
Sent: Friday, September 05, 2008 5:16 PM
To: 'Carl Slaugh'
Subject: RLF documents

See the attached documents. I've circled the portions that are most relevant. Although it doesn't express it very clearly, the description of Project Performance Services talks about positive certification of the project. This has to be done as part of the RLF program. Only the design engineer can fairly certify that the project was built and performs to the intended specification. Further, it is outside the bounds of our legal liability and very possibly unethical for me to certify anything that was inspected by someone not contractually under my direction.

I'm happy to discuss this at your earliest convenience.

Jeff

Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com

[attachment "Resident Observer Issues_0905170758_001.pdf" deleted by Rod Geisler/Kdhe] [attachment "WWTP Resident Observer Eng Service #3 4Sep2008.doc" deleted by Rod Geisler/Kdhe]

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider recommendations for bid selection for the wastewater treatment plant expansion.

Department: Administration, Sewer

Background/Description of Item:

The construction documents for the wastewater treatment plant expansion were submitted by Burns & McDonnell Engineers to the Kansas Department of Health and Environment for review on June 20, 2008 and approved July 19, 2008. Bids were sent out August 5 with a bid opening of Sept. 8, 2008

There were seven companies that bid on the project with bids ranging from \$6,973,000 down to \$4,933,000. The apparent low bidder was CAS Construction, LLC of Topeka, Kansas. CAS Construction is a respected firm and Burns & McDonnell has recommended award to them.

The engineer's estimate was \$4,500,00. For cities of the first and second class, if the low bid is over the engineer's estimate the project must be rebid (K.S.A. 14-440). However, since Basehor is a city of the third class, rebidding is not required. The purpose of the rebid would be to adjust the scope of the project to bring the price down and or to correct errors. Since there is little room to adjust the scope of the project and still meet state requirements for treatment, another bid would not benefit the city.

The recommendation by the city council will be sent to KDHE who will review the bid selection and authorize the city to award the contract. Construction may start after the contractor selection is made, contracts signed and performance bonds are secured.

The revolving fund loan amounts have been revised and sent to KDHE.

Funding Source: Sewer Fund

Recommendation: Approve the award of the Wastewater Treatment Plant expansion to CAS Construction in the amount of \$4,933,000 contingent on approval from the Kansas Department of Health and Environment.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: September 15, 2008



September 8, 2008

Mr. Carl Slaugh, City Administrator
City of Basehor, Kansas
2620 North 155th Street
Basehor, Kansas 66007

Recommendation of Award
Basehor WWTP Expansion and Upgrade
Burns & McDonnell Project No. 47632

Dear Mr. Slaugh:

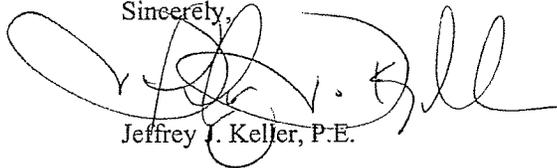
Burns & McDonnell has reviewed the bids submitted for Contract C20-1767-01 on September 8th, 2008. A bid tabulation form is included with this letter for your files. All bidders submitted bids that were considered responsive to the contract documents.

Based on the prices provided, the following observations can be made:

- The difference between the high and low bids was \$2M, this represents a spread of 41%, which is relatively large.
- The low bid was 10% higher than the Engineer's Estimate. The primary causes of the relatively high bids are likely the recent escalation of material costs, including steel, iron, copper, and concrete. The construction materials index has risen 21% since September 2007. Assuming a 5-6 month midpoint of construction schedule, bids may have escalated their costs by 25-30%.

Based on the bid price provided, discussion with references, and evaluation of bonding capacity, Burns & McDonnell recommends award of the project to the apparent low bidder, CAS Construction, LLC.

Sincerely,



Jeffrey J. Keller, P.E.

Enclosure

CC: File



Bid Tabulation
 Basehor WWTP Expansion and Upgrade
 Contract C20-1767-01
 September 8, 2008

Bidder	Bid Bond Y/N	Addenda 1	Addenda 2	RLF Forms Complete	Price
Foley Company	Y	Y	Y	N	\$6,544,000
CAS Construction	Y	Y	Y	N*	\$4,933,000
Irvinbilt Company	Y	Y	Y	N*	\$6,973,000
Midland Construction	Y	Y	Y	N*	\$5,045,000
BRB Contractors	Y	Y	Y	N*	\$5,785,000
Walters-Morgan Construction	Y	Y	Y	N*	\$5,327,000
Sterling Excavation	Y	Y	Y	N*	\$5,860,000
Engineer's Estimate					\$4,500,000

* - Appendix C-2, pg. 16/16 "place of performance" not completed. Not considered unresponsive

DOCUMENT 00400 - BID FORM

Project Name: Wastewater Treatment Plant Expansion and Upgrade
Contract No: C20-1767-01

BID TO:

Owner: City of Basehor, Kansas
c/o Mr. Carl Slaugh, City Administrator
2620 N. 155th Street
Basehor, Kansas 66007

BID FROM:

Bidder: CAS CONSTRUCTION, LLC
501 NE BURGESS
TOPERA, KS 66608

ARTICLE 1 - BIDDER'S INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>ONE</u>	<u>AUGUST 21, 2008</u>
<u>TWO</u>	<u>AUGUST 29, 2008</u>
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

Portions of this document, Copyright, by Engineers Joint Contract Documents Committee (EJCDC), 1983 through 1996 and by Burns & McDonnell Engineering Company, Inc., 1974 through 2008. Cautionary note: many parts of this document vary significantly from EJCDC standard documents.

DOCUMENT 00400 - BID FORM: continued

- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4 - BID PRICE

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. LUMP SUM BID PRICE:

FOUR MILLION NINE HUNDRED THOUSAND THIRTY-THREE
+ no/100 dollars (\$4,933,000).

- 1. Schedule of Adjustment Unit Prices: In the event the Work indicated or specified in the Contract Documents is increased or decreased, the Lump Sum Bid Price set forth above shall be increased or decreased in accordance with the following Unit Prices. Adjustment Unit quantities shall be reviewed and approved by Owner and Engineer in advance of

DOCUMENT 00400 - BID FORM: continued

work, and rejection of one or more Adjustment Unit Prices will not invalidate acceptance of this Bid.

No.	Item	Unit	Quantity	Estimated Unit Price
1	Overexcavation and Structural Backfill (Compacted in place)	CY	1,000	32 ⁰⁰
2	Overexcavation and Backfill (Compacted in place)	CY	1,000	28 ⁰⁰
3	Spot Repair of Existing Road (Asphalt Chip Seal per C001 and C005)	SF	7,000	3 ⁰⁰
4	Asphalt Chip Sealed new road (per C003)	SF	23,800	102

1. The Lump Sum Bid Price shall include the amounts listed below.
 - a. Assigned price for furnishing Equipment Specified in SECTION 11190 - BNR EQUIPMENT: \$421,389.
 - b. Assigned price for furnishing Equipment Specified in SECTION 11200 - CLARIFIER MECHANISMS: \$260,930.
 - c. Prices listed in (a.) and (b.) are contingent on Manufacturer receiving a purchase order from the Contractor no later than October 15, 2008. Purchase orders later than this date may result in price increases by the Manufacturer.

B. SUPPLIERS/MANUFACTURERS: This Bid is based upon furnishing and installing major items of Equipment by the following Suppliers/manufacturers:

No.	Item	Supplier/Manufacturer
1	BNR Equipment	Eimco Water Technologies
2	Clarifier Mechanisms	Eimco Water Technologies
3	Ferric Chloride Storage Tank	EDWARDS
4	Chemical Metering Pumps	PROIMENT
5	Variable Frequency Drives	CUTLER-HAMMER
6	Non-clog Centrifugal Pump	GORMAN RUPP
7	Sluice and Slide Gates	HYDRO-GATE
8	Positive Displacement Pump	ROMLINE

C. SUBCONTRACTORS: This Bid is based upon use of the following Subcontractors:

No.	Trade	Subcontractor
1	System Integrator	Systems Manufacturing, Inc.
2	Earthwork/Earthmoving	STRINE
3	Mechanical/HVAC	SYSTEMS 4
4	Electrical	DAVIN

DOCUMENT 00400 - BID FORM: continued

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be completed within the following time(s):
- A. The Work will be Substantially Completed on or before October 31, 2009, and completed and ready for final payment in accordance with the GENERAL CONDITIONS on or before November 30, 2009.
 - B. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond in the amount of 5% of the total Bid price.
 - B. Required Bidder's Qualification Statement with supporting data.
 - C. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

CAS CONSTRUCTION, LLC
501 NE BURGESS
PO BOX 8270
TOPERA, KS 66608
Phone No. 785-354-9953
FAX No. 785-354-9000
E-mail address: _____

ARTICLE 8 - TERMINOLOGY

- 8.02 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on SEPTEMBER 4, 2008.

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (type or printed): N/A

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

DOCUMENT 00400 - BID FORM: continued

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: CAS CONSTRUCTION, LLC (SEAL)

State of Incorporation: KANSAS

Type (General Business, Professional, Service, Limited Liability): _____

LIMITED LIABILITY

By: [Signature], PRESIDENT
(Signature - attach evidence of authority to sign)

Name (type or printed): ROBERT F HALL, PRES

Title: PRESIDENT

(CORPORATE SEAL)

Attest [Signature], Sec
(Signature of Corporate Secretary) KAREN L STRYKER, SEC

Business address: 501 NE BURGESS

TOPEKA, KS 66608

Phone No.: 785-354-9953 FAX No.: 785-354-8000

END OF DOCUMENT 00400

State Revolving Loan PROJECT NO.: C20-1767-01

Date: Sept. 15, 2008

Subject: Bid Documents for Review and Approval

From: City of Basehor

To: Bureau of Water, KDHE (attn: Finance Unit)

The following documents are enclosed for review and approval prior to awarding of the contract(s):

- Proof of advertising¹
- Tabulation of bids
- Low bid and/or proposal recipient wishes to accept
- Recipient recommendation of award
- Any addenda not previously submitted and bidder acknowledgment of all addenda
- Bid bond¹
- Certification of Non-Segregated Facilities^{1,2}
- Low bidder(s) Suspension/Debarment Certification
- Minority and Women's Business Enterprise Utilization Worksheet(s), for bid(s) recipient wishes to accept^{1,2}
- Small Business Enterprise Utilization Worksheet(s), for bid(s) recipient wishes to accept^{1,2}
- Kansas Act Against Discrimination (Contract provisions of Kansas State Annotated (K.S.A.) 44-1030)
- Recipient's assurance that proposed contractor(s) positive efforts and/or MBE/WBE utilization have been reviewed, are satisfactory and meet regulatory requirements.
- Recipient's assurance that proposed contractor(s) positive efforts and/or Small Business utilization had been reviewed, are satisfactory and meet regulatory requirements.
- One set of as-bid plans and specifications, if not previously submitted
- Site certification and description, if not previously submitted^{1,2}
- Increase request, if required
- Construction storm water NPDES permit application, if not previously submitted^{1,2}

The proposal(s) expire Nov. 7, 2008 (60 days after bid opening)
Date

For additional information contact:

Name: Carl E. Slaugh
Address: 2620 N. 155th Street, Basehor, MO
Phone No. (913) 724-1370, ext. 33

Signature of Authorized Representative

¹Not applicable for small purchases

²Not applicable for equipment purchases

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of an ordinance approving the Kansas Water Pollution Control Revolving Loan Fund (KWPCRLF) in the amount of \$7,668,550 for the Wastewater Treatment Plant expansion and other system improvements.

Department: Administration, Sewer

Background/Description of Item:

The City has completed the required forms for application for a revolving loan fund and the final loan document will be provided prior to the council meeting.

Since the bids for the project came in \$1.0 million over the original estimate the amount of the loan was adjusted and the documents forwarded to KDHE. The loan application is proposed for \$7,668,550. The loan is spending authority with reimbursements from the loan made as applications are submitted on a monthly basis during the project.

Repayments begin one year after construction completion or two years after the first draw, whichever is earlier. Total repayment is based on the total amount of the loan. Once the project is completed a final amortization will be done based on the final project cost.

The \$1,200,000 line rehabilitation portion might be removed and repairs made as funds are available, which would lower the total loan amount. The line rehabilitation work will take place over a period of years after a plan is prepared, reviewed and approved by the city council.

\$ 755,600	Eng Design & Mngt
\$ 4,933,000	Construction
\$ 1,200,000	Line Rehab
\$ 40,000	Admin, legal, other
\$ 739,950	Contingencies 15%
\$ 7,668,550	Total Loan Amount

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Funding Source: Sewer Fund

Recommendation: Approve Ordinance 2008-__ authorizing filing of application with the Kansas Department of Health and Environment for a Loan in the amount of approximately \$7,668,550 under the Kansas Water Pollution Control Revolving Fund Act for the Wastewater Treatment Facility and other system improvements and authorizing the Mayor to sign the necessary documents.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: September 15, 2008

APPLICATION FOR SRF LOAN ASSISTANCE		New	Amendment
Project Number	C20-1767-01	Application Type	X
1. Legal Applicant / Recipient		2. Type of Applicant / Recipient	
Applicant Name	City of Basehor	A. City	
Organization Unit	Public Works	B. County	
Street / PO Box	2620 N. 155th Street, P.O. Box 406	C. Other (Specify)	
City	Basehor	Enter Appropriate Letter	A
County	Leavenworth		
State / Zip code	KS, 66007		
Contact Person Name	Carl E. Slauch		
Telephone Number	(913) 724-1370 ext. 33		
3. Title of applicants project		Wastewater Treatment Plant Expansion	
4. Type of Project		Wastewater	
5. Employer Identification Number		48-0732879	
6. Area of project impact (Names of cities, counties, etc)		Basehor, KS	
7a. Congressional District / Applicant		2	
7b. Congressional District / Project		2	
8. Type of change		Increase dollars	\$ -
		Decrease dollars	\$ -
9. Proposed Funding			
SRF Loan 9a.	\$ 7,668,550	10. Project Start Date	10/15/08
Applicant 9b.	\$ -	(Estimated)	
CDBG 9c.	\$ -	11. Project Duration	12
EPA 9d.	\$ -	(Months)	
EDA 9e.	\$ -	12. Date Submitted	
Other 9f.	\$ -	(To KDHE)	
Total	\$ 7,668,550		
13. Requested Loan Repayment Period (Must not be over 20 years)		12	
14. The applicant certifies that: To the best of my knowledge and belief, data in this pre-application / application is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved		This notice of intent / preapplication / application was made available to the state executive order 12372 process for review on: Date	
15. Certifying Representative		Signature	
Name	Chris Garcia		
Title	Mayor		
Mail completed application to: Kansas Department of Health and Environment Bureau of Water / Attn: Rod Geisler Municipal Programs Section, Suite 420 1000 SW Jackson Street Topeka, KS 66612-1367		If you need assistance please contact: Bill Mondl Administrative / Finance Section, Suite 420 1000 SW Jackson Street Topeka, KS 66612-1367 785-296-4049	

Part III Budget Information Construction

Section A Loan Calculation Sheet for New Projects

Cost Classification	Total Cost		Non Allowable Cost	Loan Allowable
1. Administrative and legal expenses	\$	10,000	\$	- \$ 10,000
2. Land, structure, rights-of-way, appraisal services, and related costs	\$	-	\$	- \$ -
3. Relocation expenses and payments to individuals, businesses and farm operations	\$	-	\$	- \$ -
4. Engineering fees	\$	-	\$	- \$ -
4a. Planning	\$	52,400	\$	- \$ 52,400
4 b. Design	\$	362,000	\$	- \$ 362,000
4 c. Basic Construction	\$	129,000	\$	- \$ 129,000
4 d. Inspection	\$	204,700	\$	- \$ 204,700
4 e. Other engineering fees	\$	37,500	\$	- \$ 37,500
5. Site work	\$	-	\$	- \$ -
6. Demolition and removal	\$	-	\$	- \$ -
7. Construction	\$	4,933,000	\$	- \$ 4,933,000
8. Equipment	\$	-	\$	- \$ -
9. Miscellaneous (Sewer line rehabilitation)	\$	1,200,000	\$	- \$ 1,200,000
10. Subtotal	\$	6,928,600	\$	- \$ 6,928,600
11. Interest During Construction	\$	-	\$	- \$ -
12. Contingencies (used 15% of item 7)	\$	739,950	\$	- \$ 739,950
13. Total Project Costs	\$	7,668,550	\$	- \$ 7,668,550
14. Total State Funding		-----		----- \$ 7,668,550

City of Basehor

2009

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Sewer	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	595,678	851,322	987,604
Receipts:			
Sewer Connection Fees	316,335	282,182	214,400
Development Fees	11,100	0	0
Utility Billing Charges	602,330	600,000	651,827
Delinquent Collection Fees	16,771	7,970	20,567
State Revolving Loan Proceeds	82,714	0	0
Transfer From General Fund	100,000	100,000	100,000
Sewer Revolving Loan	0	4,850,000	5,676,000
Interest on Idle Funds	23,250	11,387	10,900
Miscellaneous	926	0	0
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	1,153,426	5,851,539	6,673,694
Resources Available:	1,749,105	6,702,861	7,661,298
Expenditures:			
Personal Services	125,821	161,439	179,683
Contractual Services	151,361	622,478	384,034
Commodities	17,341	35,985	38,785
Capital Outlay	0	7,355	7,355
Capital Improvement	99,400	4,000,000	4,210,000
Sewer Line Rehab	15,860	400,000	1,600,000
Transfers Out To Bond & Interest	488,000	488,000	0
KDHE Principal Payment	0	0	308,434
KDHE Interest/Service Fee Payment	0	0	179,566
KDHE Principal/Interest Payment (New Loan)	0	0	389,986
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	897,783	5,715,257	7,297,843
Unencumbered Cash Balance Dec 31	851,322	987,604	363,455

07 Budget Authority Limited Amount: 1,143,536

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

Adopted Budget

Adopted Budget Solid Waste	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	61,345	71,139	71,701
Receipts:			
Utility Billing Charges	143,484	159,344	157,588
Delinquent Fee Collections	4,287	1,918	5,913
Interest on Idle Funds	2,791	1,482	1,140
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	150,563	162,744	164,641
Resources Available:	211,908	233,883	236,342
Expenditures:			
Personal Services	13,637	20,962	22,879
Contractual Services	108,934	117,670	125,770
Commodities	3,198	3,550	3,500
Transfers to General Fund	15,000	20,000	15,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	140,769	162,182	167,149
Unencumbered Cash Balance Dec 31	71,139	71,701	69,193

07 Budget Authority Limited Amount: 150,852

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

FORM OF MUNICIPALITY ORDINANCE

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON [ORDINANCE DATE]

The Governing Body of the City met in [regular/special] session at the usual meeting place in the City, at [meeting time], the following members 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 an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

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Thereupon, Council member _____ moved that said Ordinance be passed. The motion was seconded by Council member _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____

No: _____

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

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(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Basehor, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Upgrade and expansion of the wastewater treatment facility and sewer rehabilitation for inflow and infiltration reduction (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Five Million Nine Hundred Forty-Nine Thousand Nine Hundred Dollars [\$5,949,900] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of DRAFT , with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**] by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

[City Attorney]

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KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Estimated Draws - Actual Interest Rate
Amortization of Loan Costs

Project Principal: 5,894,492.01
Interest During Const.: 50,443.12
Service Fee During Const.: 4,964.87
Gross Loan Costs: 5,949,900.00

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Prepared for:
City of Basehor, Project No. C20 1767-01

8/12/2008
Gross Rate: 2.79%
Service Fee Rate: 0.25%
Loan Interest Rate: 2.54%
1st Payment Date: 9/1/2010
Number of Payments: 24

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	9/1/2010	5,949,900.00	75,563.73	210,432.65	7,437.37	293,433.75	5,739,467.35
2	3/1/2011	5,739,467.35	72,891.24	213,368.18	7,174.33	293,433.75	5,526,099.17
3	9/1/2011	5,526,099.17	70,181.46	216,344.67	6,907.62	293,433.75	5,309,754.50
4	3/1/2012	5,309,754.50	67,433.88	219,362.68	6,637.19	293,433.75	5,090,391.82
5	9/1/2012	5,090,391.82	64,647.98	222,422.78	6,362.99	293,433.75	4,867,969.04
6	3/1/2013	4,867,969.04	61,823.21	225,525.58	6,084.96	293,433.75	4,642,443.46
7	9/1/2013	4,642,443.46	58,959.03	228,671.66	5,803.06	293,433.75	4,413,771.80
8	3/1/2014	4,413,771.80	56,054.90	231,861.63	5,517.22	293,433.75	4,181,910.17
9	9/1/2014	4,181,910.17	53,110.26	235,096.10	5,227.39	293,433.75	3,946,814.07
10	3/1/2015	3,946,814.07	50,124.54	238,375.69	4,933.52	293,433.75	3,708,438.38
11	9/1/2015	3,708,438.38	47,097.17	241,701.03	4,635.55	293,433.75	3,466,737.35
12	3/1/2016	3,466,737.35	44,027.56	245,072.77	4,333.42	293,433.75	3,221,664.58
13	9/1/2016	3,221,664.58	40,915.14	248,491.53	4,027.08	293,433.75	2,973,173.05
14	3/1/2017	2,973,173.05	37,759.30	251,957.99	3,716.46	293,433.75	2,721,215.06
15	9/1/2017	2,721,215.06	34,559.43	255,472.80	3,401.52	293,433.75	2,465,742.26
16	3/1/2018	2,465,742.26	31,314.93	259,036.65	3,082.17	293,433.75	2,206,705.61
17	9/1/2018	2,206,705.61	28,025.16	262,650.21	2,758.38	293,433.75	1,944,055.40
18	3/1/2019	1,944,055.40	24,689.50	266,314.18	2,430.07	293,433.75	1,677,741.22
19	9/1/2019	1,677,741.22	21,307.31	270,029.26	2,097.18	293,433.75	1,407,711.96
20	3/1/2020	1,407,711.96	17,877.94	273,796.17	1,759.64	293,433.75	1,133,915.79
21	9/1/2020	1,133,915.79	14,400.73	277,615.63	1,417.39	293,433.75	856,300.16
22	3/1/2021	856,300.16	10,875.01	281,488.36	1,070.38	293,433.75	574,811.80
23	9/1/2021	574,811.80	7,300.11	285,415.13	718.51	293,433.75	289,396.67
24	3/1/2022	289,396.67	3,675.34	289,396.67	361.74	293,433.75	0.00
25	9/1/2022	0.00	0.00	0.00	0.00	0.00	0.00
26	3/1/2023	0.00	0.00	0.00	0.00	0.00	0.00
27	9/1/2023	0.00	0.00	0.00	0.00	0.00	0.00
28	3/1/2024	0.00	0.00	0.00	0.00	0.00	0.00
29	9/1/2024	0.00	0.00	0.00	0.00	0.00	0.00
30	3/1/2025	0.00	0.00	0.00	0.00	0.00	0.00
31	9/1/2025	0.00	0.00	0.00	0.00	0.00	0.00
32	3/1/2026	0.00	0.00	0.00	0.00	0.00	0.00
33	9/1/2026	0.00	0.00	0.00	0.00	0.00	0.00
34	3/1/2027	0.00	0.00	0.00	0.00	0.00	0.00
35	9/1/2027	0.00	0.00	0.00	0.00	0.00	0.00
36	3/1/2028	0.00	0.00	0.00	0.00	0.00	0.00
37	9/1/2028	0.00	0.00	0.00	0.00	0.00	0.00
38	3/1/2029	0.00	0.00	0.00	0.00	0.00	0.00
39	9/1/2029	0.00	0.00	0.00	0.00	0.00	0.00
40	3/1/2030	0.00	0.00	0.00	0.00	0.00	0.00
41	9/1/2030	0.00	0.00	0.00	0.00	0.00	0.00
		Totals	994,614.86	5,949,900.00	97,895.14	7,042,410.00	



Reavey Law LLC

September 9, 2008

Kansas Development Finance Authority
555 S. Kansas Avenue
Suite 202
Topeka, Kansas 66603

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
1000 Jackson
Topeka, Kansas 66603

Re: Loan Agreement effective as of September 15, 2008, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Basehor, Kansas (the "Municipality")

Dear State of Kansas Officials:

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. _____ of the Municipality (the "Ordinance") adopted on _____, 2008, and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated

Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

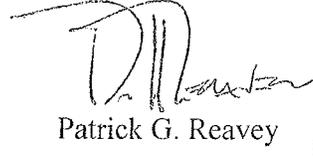
Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.

7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Sincerely,

REAVEY LAW LLC



Patrick G. Reavey

Carl Slaugh

From: BDiegel@kdhe.state.ks.us
Sent: Tuesday, July 08, 2008 12:12 PM
To: Carl Slaugh
Subject: Re: RFL Basehor

Mr. Slaugh:

1. If it is determined additional funds are needed, the City would need to submit an application for an increase amendment to the loan.
2. There are two factors to be considered when repayments are concerned. Repayments are to begin one year after construction completion or two years after the first draw, whichever is earlier. Most often KDHE will go two years from when the loan is signed, for example lets say the loan agreement was signed in July. The first repayment would then be March 1, 2010. This can be changed by amendment if the first draw is later than expected or if construction takes longer than expected.
3. The total repayment is based on the total amount of the loan. Once the project is complete a final amortization will be done based on the final project costs.

Hope I have answered your questions satisfactorily. Please feel free to contact me if you have any additional questions.

Brenda Diegel
Bureau of Water
Kansas Department of Health and Environment 1000 SW Jackson Street Suite 420 Topeka, KS 66612-1367
(785) 296-4262
(785) 296-0086 (fax)
bdiegel@kdhe.state.ks.us

"Carl Slaugh"
<cityadm@cityofbasehor.org>
To
<BDiegel@kdhe.state.ks.us>
07/07/2008 04:45 PM cc
Subject
RFL Basehor

Brenda,

Question on the Revolving Loan: How do we deal with cost overruns? When do we start making payments?
Are the payments based on the total amount requested in a loan or on the actual construction costs?

Thanks, Carl

Carl E. Slaugh, City Administrator

City of Basehor (913) 724-1370 x33

620 N. 155th St. (913) 231-0630 cell

Basehor, KS 66007

Carl Slaugh

From: RGeisler@kdhe.state.ks.us
Sent: Tuesday, September 09, 2008 4:50 PM
To: Carl Slaugh
Subject: Re: FW: Bid Tab and Letter of Recommendation - Basehor WWTP
Attachments: _0908172056_001.pdf; Bid Tabulation - typed.pdf

Carl, sorry I missed your call. We sent the draft loan agreement to the city by letter dated August 14, 2008, and only need a response from the city attorney that the loan agreement is acceptable as to form and content, and we will do the final. We do not need the RPR issue settled before we do the final loan agreement.

Considering the bid price is above the budget, we could also do a new budget for the loan, with city signatures on the application page with the new amounts and on the updated financial capability submittal with the new amounts, and just do the final loan for the larger loan amount. Looking forward to speaking to you tomorrow. ROD

Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water
Division of Environment, KDHE
1000 SW Jackson, Suite 420
Topeka, Kansas 66612-1367
Voice and Messages - 785.296.5527
Fax- 785.296.0086

"Carl Slaugh" <cityadm@cityofbasehor.org>

"Carl Slaugh"

<cityadm@cityofbasehor.org>

To <RGeisler@kdhe.state.ks.us>

cc

Subject FW: Bid Tab and Letter of Recommendation -
Basehor WWTP

09/09/2008 04:24 PM

Rod,

The low bid for our wastewater treatment plant came in \$1.0 million over the original engineer's estimate. CAS is a reputable firm and so I will recommend to the city council that we accept the low bid, even though all bids were over the engineer's estimate. Since we are a city of the third class we are not required to rebid the project.

I will call with some other questions.

Carl

Carl E. Slaugh, City Administrator

City of Basehor (913) 724-1370 x33

9/9/2008

2620 N. 155th St. (913) 231-0630 cell

Basehor, KS 66007

From: Keller, Jeff [mailto:jkeller@burnsmcd.com]
Sent: Monday, September 08, 2008 5:25 PM
To: Carl Slaugh
Cc: Gene Myracle Jr.; RGeisler@kdhe.state.ks.us
Subject: Bid Tab and Letter of Recommendation - Basehor WWTP

Originals to follow via US Mail

Have a good night

Jeff(See attached file: *_0908172056_001.pdf*)(See attached file: *Bid Tabulation - typed.pdf*)

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the first phase of a street maintenance plan prepared by McAfee Henderson Solutions, Inc. for the City of Basehor.

Department: Public Works

Background/Description of Item:

The city council authorized MHS to develop a street maintenance plan. The first phase of the plan has been prepared and four street sections selected for repair. Two alternates were also selected and would be completed if weather permits.

Pending approval of the city council construction documents will be prepared by MHS for bid and the project let for bid.

The primary projects total \$101,900 and the two alternates \$38,000 for a total of \$139,900.

There is a balance of \$112,641 in Fund 10-771 street repairs and maintenance after payments for 158th Street and Parallel Road. Since there is no major street project for 2008, Fund 10-849 Street Improvements will be overrun slightly to make up the shortage in Fund 10-771.

Funding Source: Fund 10 Consolidated Highway Budget \$588,700, balance \$435,886.93

Recommendation: Approve moving ahead with street maintenance projects totaling \$139,900 for 2008 and direct the city engineer to prepare the construction document and let the projects for bid.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: September 15, 2008

Street Maintenance Plan 2008

Project #	PCI	Street	From	To	Est. Construction Cost	2008 Projects
1	69	Wellington Place	155th St	East End	\$56,500	\$56,500
2	70	Meyer St	155th Ter	155th St	\$12,400	\$12,400
3	70	157th Terrace	Willow	Hickory	\$23,000	
4	71	Walnut Court	155th Ter	Cul-d-sac	\$8,000	\$8,000
5	72	Pin Oak Dr.	154th Ter Ct	East End	\$12,000	
6	73	Popular	155th	154th Ter	\$13,500	
7	73	157th Terrace	Willow	Hickory	\$23,000	
8	74	Crestwood	155th Ter	155th St	\$17,000	\$17,000
9	75	154th St	Popular	Cul-d-sac	\$27,000	
10	75	154th Ter	Popular	Pin Oak	\$24,000	
11		Elm Str	155th St	Post Office	\$30,000	\$30,000
12		155th Terrace	Iron Creek	Meyer St	\$16,000	\$16,000
				Primary	# 1,2,8,12	\$101,900
				Alternates	# 4,11	\$38,000
				Total		\$139,900

EXPENDITURE REPORT

City Of Basehor
For the Period: 1/1/2008 to 9/30/2008

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				Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
10 - CONSOLIDATED HIGHWAY FUND										
Expenditures										
Dept: 000										
Acct Class: CAPO CAPITAL OUTLAY										
849 STREET IMPROVEMENTS										
01/14/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICE/ROAD DESIG			3,525.00	INV#:			9129
02/11/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ROAD DESIGN/ENGINEERING SERVC			18,589.18	INV#:			9243
03/24/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING/ROAD DESIGN SERV			6,508.00	INV#:			9353
04/10/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES			6,745.01	INV#:			9406
05/20/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES			6,585.00	INV#:			9543
06/25/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES			2,534.46	INV#:			9648
07/09/2008	AP	LEAVENWORTH COUNTY COURTHOUSE	RECORDING FEES-EASEMENTS/ROW/			60.00	INV#:			9696
07/11/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES			4,751.75	INV#:			9728
08/07/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES			1,312.50	INV#:			9799
08/26/2008	AP	LEAVENWORTH COUNTY COURTHOUSE	RECORDING FEES			16.00	INV#:	DOC 2008R06698		9859
STREET IMPROVEMENTS				350,000.00	350,000.00	50,626.90	0.00	0.00	299,373.10	14.5
890 ST IMPROVEMENTS HOLLINGSWORTH										
01/09/2008	AP	LEAVENWORTH COUNTY PUBLIC WORK	GUARDRAILING MATERIALS			6,617.08	INV#:	08-004		9115
01/14/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICE/ROAD DESIG			482.50	INV#:			9129
01/14/2008	AP	SHAWNEE ROCK COMPANY	121.79 TONS AB-3 ROCK-HOLLINGS			590.68	INV#:	44467/43925		9137
ST IMPROVEMENTS HOLLINGSWORTH				0.00	0.00	7,690.26	0.00	0.00	-7,690.26	0.0
CAPITAL OUTLAY										
				350,000.00	350,000.00	58,317.16	0.00	0.00	291,682.84	16.7
Acct Class: COMM COMMODITIES										
MISCELLANEOUS COMMODITIES										
				1,040.00	1,040.00	0.00	0.00	0.00	1,040.00	0.0
811 MAINTENANCE MATERIALS/SUPPLIES										
09/2008	AP	NATIONAL SIGN COMPANY INC	MISC SIGNS FOR CITY			531.30	INV#:	145903		9226
03/2008	AP	SHAWNEE ROCK COMPANY	17.92 TONS AB-3 ROCK FOR PLANT			86.91	INV#:	44860		9233
02/11/2008	AP	CARTER WATERS CORPORATION	2 TONS ASPHALT COLD PATCH			145.09	INV#:	079906		9240
03/07/2008	AP	CARTER WATERS CORPORATION	2 TONS ASPHALT COLD PATCH			145.09	INV#:	080112		9300
03/26/2008	AP	CARTER WATERS CORPORATION	2 TONS ASPHALT COLD PATCH			145.09	INV#:	080412		9365
04/10/2008	AP	VESTA LEE LUMBER COMPANY	PALLET CONCRETE MIX			126.00	INV#:	140702		9425
05/09/2008	AP	SPECTRA	MANHOLE CONCRETE PATCH/SUPPLIE			254.71	INV#:	6599/6600/6625		9529
06/04/2008	AP	GRASS PAD	GRASS SEED/FERTILIZER/WEED KIL			466.75	INV#:	111594		9583
06/04/2008	AP	CARTER WATERS CORPORATION	2 TONS ASPHALT COLD PATCH			145.09	INV#:	081058		9572
06/26/2008	AP	CARTER WATERS CORPORATION	2 TONS ASPHALT COLD PATCH			145.09	INV#:	081197		9655
08/07/2008	AP	SHAWNEE ROCK COMPANY	14.04 TONS PUGGED AB-3 ROCK			71.60	INV#:	47185		9808
08/07/2008	AP	CARTER WATERS CORPORATION	2 TONS ASPHALT COLD PATCH			190.23	INV#:	081366		9788
08/21/2008	AP	CRETEX "NW5643"	CONCRETE PILE-BROWN PROPERTY			6,048.00	INV#:	851506		9828
08/26/2008	AP	SHAWNEE ROCK COMPANY	49.39 TONS 3/4 ROCK-BROWN PROJ			407.47	INV#:	47496		9862
08/26/2008	AP	SPECTRA	30 GALLONS HERBICIDE			1,326.10	INV#:	6836		9863
08/26/2008	AP	J & J METAL PRODUCTS COMPANY	MISC UNDERGROUND CULVERT TUBES			1,689.96	INV#:	64698		9850
MAINTENANCE MATERIALS/SUPPLIES				48,880.00	48,880.00	11,924.48	0.00	0.00	36,955.52	24.4
812 SALT & SAND										
01/09/2008	AP	HOLLIDAY SAND & GRAVEL CO	208.32 TONS SAND MIX-WINTER ST			1,437.41	INV#:	234174 / 234446		9103
01/25/2008	AP	HOLLIDAY SAND & GRAVEL CO	35 TONS SAND MIX-WINTER STORMS			241.64	INV#:	234730		9168
02/07/2008	AP	HOLLIDAY SAND & GRAVEL CO	52.46 TONS DEISING SALT			2,614.64	INV#:	235177 / 235457		9214
07/22/2008	AP	HOLLIDAY SAND & GRAVEL CO	33.91 TONS SAND MIX			267.90	INV#:	236181		9751
SALT & SAND				7,280.00	7,280.00	4,561.59	0.00	0.00	2,718.41	62.7
COMMODITIES										
				57,200.00	57,200.00	16,486.07	0.00	0.00	40,713.93	28.8
Acct Class: CONT CONTRACTUAL SERVICES										
765 ENGINEERING SERVICES										
09/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES			232.50	INV#:			9799
08/2008	AP	MCAFFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES			5,135.00	INV#:			9897

EXPENDITURE REPORT

City Of Basehor
For the Period: 1/1/2008 to 9/30/2008

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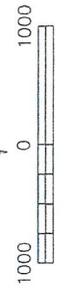
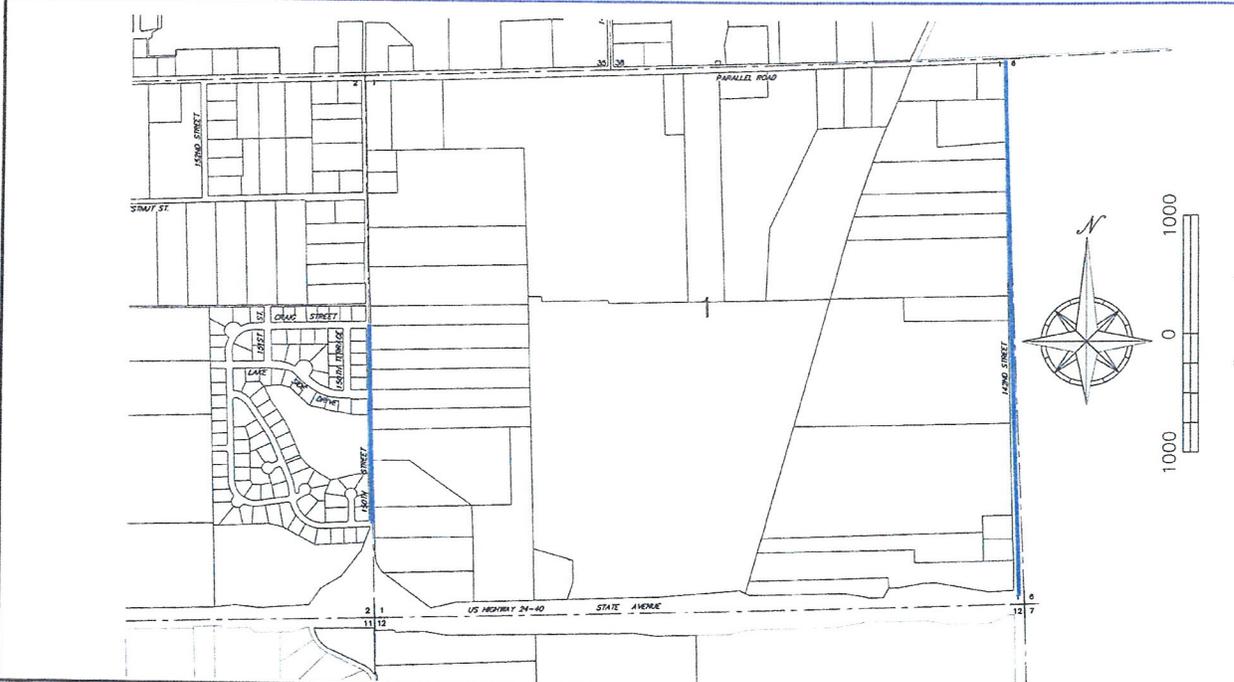
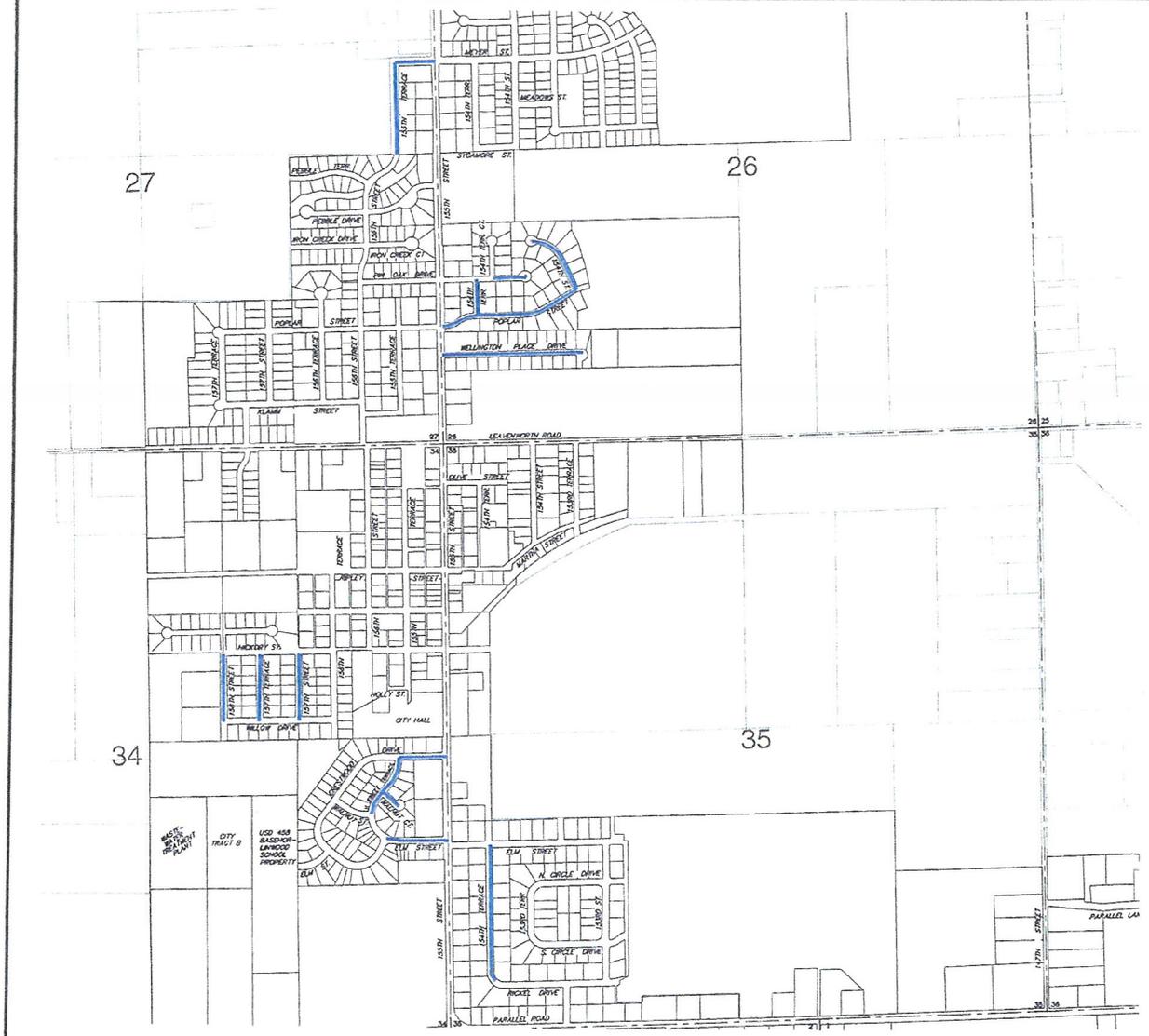
				Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
10 - CONSOLIDATED HIGHWAY FUND										
Expenditures										
Dept: 000										
Acct Class: CONT CONTRACTUAL SERVICES										
ENGINEERING SERVICES				0.00	0.00	5,367.50	5,135.00	0.00	-5,367.50	0.0
771 STREET REPAIRS & MAINTENANCE										
06/05/2008	AP	WESTLAND CONSTRUCTION	163 ST LIFT STATION REPAIRS/ET			1,426.00	INV#: 1616/1617/1618/1619		9604	
08/21/2008	AP	LEAVENWORTH ASPHALT MATERIAL	745.87 TONS BM-2 ASPHALT			35,448.46	INV#: 117		9829	
09/08/2008	AP	LEAVENWORTH COUNTY PUBLIC WORK	LABOR/MATERIALS/EQUIPMENT			25,484.40	INV#: 08-037 / 158TH STREET REPAIRS		9894	
STREET REPAIRS & MAINTENANCE				175,000.00	175,000.00	62,358.86	25,484.40	0.00	112,641.14	35.6
799 MISC CONTRACTUAL SERVICES										
01/09/2008	AP	BRANDT TRUCKING	HAULING SAND MATERIALS WINTER			1,095.03	INV#: 13767 - WINTER STORMS		9093	
01/25/2008	AP	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIR			127.97	INV#: 10746 24/40 & 155TH		9187	
03/26/2008	AP	HOLLIDAY SAND & GRAVEL CO	FREIGHT FOR SALT DELIVERY			114.76	INV#: 236836		9370	
03/26/2008	AP	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIRS			363.90	INV#: 11328 / 11359		9382	
06/26/2008	AP	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIR-155&24/4			175.00	INV#: 11590 06/10/08		9665	
07/09/2008	AP	ALAN'S TREE SERVICE	TRIM TREES OLD PART OF BASEHOR			4,250.00	INV#: 06/24; 06/25 & 06/27		9682	
07/10/2008	AP	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIR-155 24/4			256.94	INV#: 116527		9717	
08/21/2008	AP	WESTLAND CONSTRUCTION	EXTENDING STORM SEWER-BROWN			2,200.00	INV#: 1717		9833	
08/26/2008	AP	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIR			385.88	INV#: 11752/17753		9864	
08/26/2008	AP	DAMON PURSELL CONSTRUCTION	TUB GRINDER UNIT-BRUSH REMOVAL			1,284.00	INV#: 6882		9844	
08/26/2008	AP	HOLLIDAY SAND & GRAVEL CO	ADDITIONAL FREIGHT FOR DELIVER			30.00	INV#: 236836 (ADDITIONAL)		9849	
MISC CONTRACTUAL SERVICES				6,500.00	6,500.00	10,283.48	0.00	0.00	-3,783.48	158.2
CONTRACTUAL SERVICES				181,500.00	181,500.00	78,009.84	30,619.40	0.00	103,490.16	43.0
Dept: 000				588,700.00	588,700.00	152,813.07	30,619.40	0.00	435,886.93	26.0
Expenditures										
				588,700.00	588,700.00	152,813.07	30,619.40	0.00	435,886.93	26.0



NO.	DATE	DESCRIPTION
1	04/05	Final
2	04/05	Issue for Review
3	04/05	Issue for Review
4	04/05	Issue for Review
5	04/05	Issue for Review
6	04/05	Issue for Review
7	04/05	Issue for Review
8	04/05	Issue for Review
9	04/05	Issue for Review
10	04/05	Issue for Review

Lowest Rated Segments

Date	Drawn	Checked	Approved	Sheet No.
04/05	DB	DB	DB	1



1" = 1000'



Jack Taylor <highnotefan@gmail.com>

Re: Request for addition to City Council meeting agenda RE: Violation of property at 1901 159th Terrace

8 messages

Chris Garcia <basehormayor@sunflower.com>
To: Jack Taylor <highnotefan@gmail.com>

Wed, Aug 13, 2008 at 12:13 PM

- > "Jack Taylor" <highnotefan@gmail.com> wrote:
- >
- > 8/13/08
- >
- > On Tuesday, 8/12/08, my property in Prairie Gardens at 1901 159th Terrace
- > was violated by an excavation performed by Westland Construction.
- >
- > They entered my yard and dug a large trench for an apparent water main
- > connection for the new home under construction by J.E. Ressler at 15901
- > Cedar, directly across the street on Cedar at the intersection of 159th
- > Street.
- >
- > I was given no advance notice of this action. There is no evidence that
- > Kansas One Call was contacted. There are no flags or any evidence to
- > identify location of my in-ground sprinkler system.
- >
- > It is my understanding that in Kansas digging requires written pre-notice
- > and a written agreement for the return of the property to its original
- > condition. Is this correct?
- >
- > I am demanding that the City of Basehor put a halt to this situation *
- > immediately*, until the conditions above are satisfactorily addressed.
- >
- > If the City of Basehor cannot do this, I request that this be brought to the
- > attention of the City Council at the earliest possible time, placing it on
- > the agenda for the next meeting.
- >
- > If current ordinances do not exist to protect homeowners and taxpayers from
- > situations such as above, then I am requesting that immediate action be
- > taken by the Council to address how to ensure that these procedures are
- > followed, in order to protect property owners such as myself and our
- > property.
- >
- > In addition, the Ressler construction at 15901 Cedar does not have silt
- > fences, I can see no building permit sign visible from the street and the
- > jobsite is now and has been filled with debris - much of which blows over
- > into my now-disfigured yard. What are the city ordinances against these
- > situations? Who enforces them and handles violations of these ordinances?
- >
- > *I expect a reply to these issues, either by e-mail or by phone
- > (913/269-6683) - by end of business Wednesday 8/13/08 - and preferably
- > before then.*
- >
- > I do not want anyone on my property doing anything else until we resolve
- > this, *and I will call Basehor police if necessary* to ensure that further
- > violation of my property does not occur until then.

>
> Jack Taylor
> 1901 159th Terrace
> 913-724-1373 (home)
> 913-269-6683 (cell)

Gene Myracle, City Superintendant has vistied this location and has advised me of the following:

Suburban Water's Contractor is installing the new water service.

Underground utility markings and flags were present at this location.

Suburban Waters Contractor is digging in the right-of way.

This is an issue for Suburban Water and its contractor.

Thanks,

..
Chris Garcia
Mayor, City of Basehor
2620 N. 155th Street
P.O. Box 406
Basehor, Ks. 66007
913-724-1370

Jack Taylor <highnotefan@gmail.com>

Wed, Aug 13, 2008 at 2:01 PM

To: Chris Garcia <baseormayor@sunflower.com>

Bcc: Carol Washington <Carolwash41@cs.com>, James Washington <jpwwashington@sbcglobal.net>, "Stroud, Shawn A LTC MIL USA TRADOC" <shawn.stroud@us.army.mil>, Shawn & Amy Stroud <stroud@sunflower.com>

Wrong.

It is an issue for the city of Basehor. I am a taxpayer and resident/homeowner of Basehor with legitimate concerns, and I will not be dismissed with a short email that does not address the issues I have outlined.

Please reply when the issue has been added to the agenda for the next City Council meeting.

Jack Taylor

[Quoted text hidden]

Chris Garcia <baseormayor@sunflower.com>

Wed, Aug 13, 2008 at 2:17 PM

To: Jack Taylor <highnotefan@gmail.com>

[Quoted text hidden]

OK. You will be added as a Citizen Forum agenda Item. You are limited to five minutes.

[Quoted text hidden]

Jack Taylor <highnotefan@gmail.com>

Wed, Aug 13, 2008 at 4:38 PM

To: Chris Garcia <basehormayor@sunflower.com>
Bcc: Carol Washington <Carolwash41@cs.com>, "Stroud, Shawn A LTC MIL USA TRADOC" <shawn.stroud@us.army.mil>, Shawn & Amy Stroud <stroud@sunflower.com>, James Washington <jpwashington@sbcglobal.net>

You're way off on that. Forward me the agenda. There are many Prairie Gardens homeowners very upset with these issues. You trying to sweep them under the rug will not fly.

[Quoted text hidden]

Jack Taylor <highnotefan@gmail.com>

Fri, Aug 15, 2008 at 11:23 AM

To: Chris Garcia <basehormayor@sunflower.com>
Bcc: CLAUDE N ANDERSON <sqwatch@prodigy.net>, "Stroud, Shawn A LTC MIL USA TRADOC" <shawn.stroud@us.army.mil>, Shawn & Amy Stroud <stroud@sunflower.com>, Carol Washington <Carolwash41@cs.com>, James Washington <jpwashington@sbcglobal.net>, Jodi Capper <jlccapper2000@yahoo.com>, Carl Slauch <cityadm@cityofbasehor.org>

1. I still do not have a response to my request that a silt fence be erected at the job site at 15901 Cedar. There is no dumpster present and no action has been taken in any way to improve the trash situation there.

2. There has been no action taken to repair the damage to my yard caused by the excavation performed earlier this week by Westland Construction. On Wednesday 8/13/08, Police Chief Martley asked me to call him personally if this job was not completed, and completed to my satisfaction. This indicates involvement of the City of Basehor in getting these issues resolved.

I am extremely disappointed and dismayed at how this entire situation has been handled by all involved. There is an opportunity here to do the right thing. I strongly urge you to capitalize on it.

Jack Taylor

On Wed, Aug 13, 2008 at 12:13 PM, Chris Garcia <basehormayor@sunflower.com> wrote:

[Quoted text hidden]

Chris Garcia <basehormayor@sunflower.com>

Fri, Aug 15, 2008 at 12:02 PM

To: Jack Taylor <highnotefan@gmail.com>

[Quoted text hidden]

A response to your issues will be made by city staff at Monday 8/18 meeting during the citizen comments portion of the agenda.

[Quoted text hidden]

James Washington <jpwashington@sbcglobal.net>

Fri, Aug 15, 2008 at 12:03 PM

To: Jack Taylor <highnotefan@gmail.com>

Jack there are two places on the agenda that this issue can be discussed. One is in the public comment period at the beginning of the meeting. In this section the individual is limited to 5 minutes. However, any number of individuals can speak for 5 minutes each on a common topic. The other place is in the "Discussion" Section of the Agenda. This is after the consent agenda and before the business section of the meeting. When an issue is on this part of the agenda the five minute per speaker does not exist.

There needs to be a little research done on this. Claude is the one who mentioned the alleged requirement for One Call and for pre-notice. You need to find out from him whether those are state mandated or Johnson County requirements. I note that they stuck the flags in your yard after they dug the whole. So, when Myracle came out the flags were there. Unless you took dated photos the day before you're stuck there. You also need to do a little legal research on two issues. You need your specific plat to ascertain exactly where the easement is on your property. And you should find out what the consequences are if and when a utility with an easement goes outside the lines of the platted easement. Final thing on the law is question as to whether the holder of an easement has to give notice that they are going to come on your land and exercise that right.

Finally, you need to talk to Bill Coppinger and find out what about the changes that the Breuers made in cost and procedure for connections that they instituted about a year ago. Previously the Water Company was the entity of record that performed the work. I think the change was that now they make the builder be the entity of record making the tap, although it's the same Breuer companies doing the work. As I recall they are still charging the full tap fee so this could be another illegal rate increase. JPW

JPW

[Quoted text hidden]

[Quoted text hidden]

Jack Taylor <highnotefan@gmail.com>
To: Carol Washington <Carolwash41@cs.com>

Fri, Aug 15, 2008 at 1:14 PM

[Quoted text hidden]



Jack Taylor <highnotefan@gmail.com>

Questions

3 messages

Jack Taylor <highnotefan@gmail.com>

Mon, Aug 25, 2008 at 4:11 PM

To: chief@basehorpolice.org

Hello Chief Martley,

No change in the trench in my side yard.

The day you came to my house you had a large document showing the layout of my property. How do I get a copy of that document?

Sincerely,

Jack Taylor

Lloyd Martley <chief@basehorpolice.org>

Tue, Sep 2, 2008 at 10:43 AM

To: Jack Taylor <highnotefan@gmail.com>

Cc: Carl Slauch <cityadm@cityofbasehor.org>, Chris Garcia <basehormayor@cityofbasehor.org>, planning@cityofbasehor.org, Mark Lee <bldginspect@cityofbasehor.org>, Gene Myracle <citysuper@cityofbasehor.org>

Mr. Taylor,

Sorry for the delay in responding to your request. I have been working on getting a copy of the document that you have requested. I now have a copy of the plot plan and the unplatted plan of your home. Please let me know what would be a good time for me to drop these documents off for you. I also talked with the contractor and inspector about the trench in your yard. They indicated to me that the connections were made, the trench was filled in and a mound has been made over the trench to allow for settling. They said this process can take some time based on the weather and how quickly the earth settles. They also told me that if they hurry the natural process by compacting the dirt forcing the settling process, damage could be done to the water line which would force them to have to dig it up again. At this point Mr. Taylor I believe everyone is doing what needs to be done and when the earth settles, your property will be restored to its original form or better. If you have any other questions, please don't hesitate to contact me.

Sincerely,

Lloyd Martley
Chief of Police
Basehor Police Dept.
913-724-1370 ext. 22
Fax. 913 724-3102
chief@basehorpolice.org

From: Jack Taylor [mailto:highnotefan@gmail.com]**Sent:** Monday, August 25, 2008 4:11 PM**To:** chief@basehorpolice.org**Subject:** Questions

Jack Taylor <highnotefan@gmail.com>

Tue, Sep 2, 2008 at 11:37 AM

To: Lloyd Martley <chief@basehorpolice.org>

Cc: Carl Slauch <cityadm@cityofbasehor.org>, basehormayor@cityofbasehor.org, planning@cityofbasehor.org, bldginspect@cityofbasehor.org, citysuper@cityofbasehor.org

Bcc: Carol Washington <Carolwash41@cs.com>, Jim Washington <jpwashington@sbcglobal.net>, Jodi Capper <jlccapper2000@yahoo.com>, amanda george <lifesvers@msn.com>, dean macan <retirediw@live.com>, "Stroud, Shawn A LTC MIL USA TRADOC" <shawn.stroud@us.army.mil>, Shawn & Amy Stroud <stroud@sunflower.com>, Karen Taylor <ktaylor7750@yahoo.com>

Chief,

As soon as possible, I am home today. I need this to submit a copy to Mr. Lee with the locations of the sprinkler outlets that he kindly sent me a notice of fines for. Although I did not install the system (the builder did), I am being fined for not notifying the city of their existence. I feel this was an oversight on the part of Mr. Lee and his staff, but have chosen not to challenge it because, frankly, I am pretty disgusted and discouraged with the city of Basehor in general.

I understand what you were told about the trench, but with all due respect, I don't buy it and you wouldn't either if it were your yard. The facts are:

- 1) Several yards in our subdivision have been similarly disfigured, and 2 years later still have not been fixed to the owners' satisfaction.
- 2) A professional landscaper could come in and correct any of these situations in a day or less, with no adverse impact on the water lines below.

Again, I understand this is not your problem, it's mine (as well as several of my neighbors), but it definitely is a direct reflection of the lack of respect the city has for its taxpaying residents. This situation would not be tolerated in any other city in the metro area, and shouldn't be tolerated in Basehor. Until cronyism, nepotism, and the "good-ol-boy" network in Basehor are dismantled, I'm not holding my breath for any progress.

Respectfully,

Jack Taylor

[Quoted text hidden]



Jack Taylor <highnotefan@gmail.com>

PERMIT / APPLICATION for lawn sprinkler system

4 messages

Jack Taylor <highnotefan@gmail.com>

Thu, Sep 4, 2008 at 11:27 AM

To: Mark Lee <bldginspect@cityofbasehor.org>

Bcc: Carl Slauch <cityadm@cityofbasehor.org>, Chris Garcia <baseormayor@cityofbasehor.org>, planning@cityofbasehor.org, Gene Myracle <citysuper@cityofbasehor.org>, Lloyd Martley <chief@basehorpolice.org>, Jim Washington <jpwashington@sbcglobal.net>, Carol Washington <Carolwash41@cs.com>, lhastings@theworldco.info

Mr. Lee -

I need additional time to complete the requirements outlines in your letter of August 20.

I have a backflow test scheduled to take place on September 8.

Also, I want you to understand some aspects of this situation.

This system was installed by ProH2O, a sprinkler installation company located in Louisburg, KS. The installation was subcontracted to ProH2O by S L & L Construction, the company that built my home (operated by Shawn Mock).

It is clear that, either S L & L violated city requirements by failing to notify your office of this installation, or that your office failed its fiduciary duty to adequately inspect buildings under construction to ensure that they are in compliance with existing building codes.

Having lived in Basehor for two years now, and having observed how things are done in Basehor, it is no surprise to me that Shawn Mock was able to do this - he's part of the same "good ol' boy" network that continues to plague the administration and operation of Basehor's city services and the companies who provide it (read: any company associated with Ray Breuer or his sons).

You may have codes requiring that completed houses have complete sod placement on the associated lot. Were you aware that Shawn Mock/S L & L did not sod our lawn until we had lived here nearly six months? Were you aware that Shawn Mock/S L & L failed to grade the lawn properly, resulting in a huge hole in the front yard that caused a collapse of the sidewalk? Were you aware that a sidewalk repair took place that did nothing to correct the cause of the original collapse? Were you aware that my roof leaked and that it took Shawn Mock/S L & L nearly a year to correct it? Were you aware that Shawn Mock/S L & L installed an electrical service box that allowed not even one additional outlet to be installed? Were you aware that, to correct these problems, I have personally paid nearly \$5000 out of my own pocket, that should have been corrected up front?

Sadly, I already know the answers to these questions, and that answer is **NO**. So, it's also no surprise to learn that your office had no idea that a sprinkler system existed here UNTIL I TOLD YOU MYSELF at the August 18th city council meeting? Perhaps I should be placed on your inspector payroll as a contractor??

I really don't expect any of the obvious failings of your office to make any difference in my situation. Feel free to come by anytime and "inspect" the lovely trench in my side yard, the one that the companies who caused it are waiting for it to "settle" before they fix it. FYI, this is clay soil - it won't be "settling" anytime soon. Others have waited 2 years to get the yards fixed. I can assure you I won't be waiting that long.

As for the sprinkler system itself, I can only plot the location of the heads and not the underground lines because I was not here when it was installed. I have contacted ProH2O and they also have no record of the location of the lines. This would seem to be more a problem of your inspection office rather than my problem, but no, I understand how things "work" around here.

I'll have your \$34.00, the backflow inspection report (which costs \$65.00), and a copy of my plot plan showing the head locations, as soon as the backflow test is completed on September 8th.

Jack Taylor

Jack Taylor <highnotefan@gmail.com>
To: Karen Taylor <ktaylor7750@yahoo.com>

Thu, Sep 4, 2008 at 11:36 AM

FYI

Mark Lee <bldginspect@cityofbasehor.org>

Thu, Sep 4, 2008 at 1:54 PM

To: Lloyd Martley <chief@basehorpolice.org>, Dustin Smith <planning@cityofbasehor.org>, Carl Slaugh <cityadm@cityofbasehor.org>, Gene Myracle <citysuper@cityofbasehor.org>, Chris Garcia <basehormayor@sunflower.com>, Jack Taylor <highnotefan@gmail.com>

Answers to your questions and responses to your comments follow below....I do though agree that some notification would be nice, but nothing requires any utility company to notify any customer that they are accessing their easements.

I find the majority of this email to be very disrespectful and very insulting not only to me personally but in regards to the inner workings of our lovely city.

----- Original Message -----

From: Jack Taylor
To: Mark Lee
Sent: Thursday, September 04, 2008 11:27 AM
Subject: PERMIT / APPLICATION for lawn sprinkler system

Mr. Lee -

I need additional time to complete the requirements outlines in your letter of August 20. You may have additional time, I do not require backflow tests, it is the water companies requirements. This is to PROTECT your drinking water.

I have a backflow test scheduled to take place on September 8.

Also, I want you to understand some aspects of this situation.

This system was installed by ProH2O, a sprinkler installation company located in Louisburg, KS. The installation was subcontracted to ProH2O by S L & L Construction, the company that built my home (operated by Shawn Mock).

It is clear that, either S L & L violated city requirements by failing to notify your office of this installation, or that your office failed its fiduciary duty to adequately inspect buildings under construction to ensure that they are in compliance with existing building codes. They may have violated city code by not notifying my office about the installation, or they may have taken it for granted that this was included in the building permit, this I do not know but neither would be correct. But in no way did I fail my fiduciary comment to you, this city or my position and I take this as an insult. I TAKE MY JOB VERY SERIOUSLY! I do not expect the builders to have sod installed or seed put down, in most cases, as weather does not always permit this. I suppose I could have held up your occupation of your new home until the builder put some sod down. This option though would not satisfy any builder nor would it look good or appeal to any new home owner moving into Basehor!

Having lived in Basehor for two years now, and having observed how things are done in Basehor, it is no

surprise to me that Shawn Mock was able to do this - he's part of the same "good ol' boy" network that continues to plague the administration and operation of Basehor's city services and the companies who provide it (read: any company associated with Ray Breuer or his sons). In your earlier email that you sent, you announced your feelings toward this so called 'good ole boy' network. I have held this position for nearly five years now and I can personally assure you that there is no 'GOOD OLE BOY' network working with me or within this city to my knowledge! It sounds to me like you have some sort of a personal vendetta against Mr. Breuer, your builder and any one with the same last name! (the contractor that installed the water line is not Mr. Breuer's son) We as a city can not take responsibility for Mr. Breuer's actions as he is not associated with the city. If your homeowners association has a personal problem with Mr. Breuer than maybe you folks should have handled this through legal action.

I treat every builder, contractor and developer in the exact same manner. I do not work for them and they are to do what is required by the code and anything that I ask or require them to do. NO ONE, AND I MEAN NO ONE gets past me, if it is required then it is to be done.

You may have codes requiring that completed houses have complete sod placement on the associated lot. As I stated before this is not required at the time of closing or occupation. **Were you aware that Shawn Mock/S L & L did not sod our lawn until we had lived here nearly six months? Yes, I was. Were you aware that Shawn Mock/S L & L failed to grade the lawn properly, resulting in a huge hole in the front yard that caused a collapse of the sidewalk?** I suppose that this was a direct result of improper settling of a utility that was installed and since we do not want this to happen again we are allowing time for the water line installation to settle. **Were you aware that a sidewalk repair took place that did nothing to correct the cause of the original collapse?** This sounds like a complaint against your builder, not the city. I commend Mr. Mock on repairing the city sidewalk. **Were you aware that my roof leaked and that it took Shawn Mock/S L & L nearly a year to correct it?** The roof did not leak during any of my inspections or I would have noted this and building would not have progressed beyond that spot, this I can assure you Mr. Taylor. This again sounds like a complaint against your builder, not the city. **Were you aware that Shawn Mock/S L & L installed an electrical service box that allowed not even one additional outlet to be installed?** Frankly, this is not my issue nor is it Mr. Mock's the installation was up to code and **NOTHING** in the code indicates a panel must accommodate any future installations of electrical equipment!

Were you aware that, to correct these problems, I have personally paid nearly \$5000 out of my own pocket, that should have been corrected up front? Sorry for your inconvenience, maybe you should have done a more thorough walk through of your house before closing on it. I run into this problem very frequently and this is usually the case, I can not enforce workmanship or the quality of products or their installation, as long as they meet the minimum requirements of the code.

Sadly, I already know the answers to these questions, and that answer is **NO**. So, it's also no surprise to learn that your office had no idea that a sprinkler system existed here **UNTIL I TOLD YOU MYSELF** at the August 18th city council meeting? I will correct you though, in stating that "**NO**" is the answer to all of these questions, as I have so kindly taken the time to answer the majority of them for you. You are right though in stating that I did not know you had a sprinkler system installed on your property though, but I do appreciate you letting us know. Perhaps I should be placed on your inspector payroll as a contractor?? I am sorry to say this though; I personally do not believe that you have the couth to be a city employee after the verbal tirade, the name calling and the nasty, insulting and degrading emails that you have sent to the mayor, the police chief, myself and any others that were involved in this situation. Mr. Taylor there is no cronyism or nepotism within the City Staff, but we do look out for each other as if we were family.

I really don't expect any of the obvious failings of your office to make any difference in my situation. Feel free to come by anytime and "inspect" the lovely trench in my side yard, the one that the companies who caused it are waiting for it to "settle" before they fix it. FYI, this is clay soil - it won't be "settling" anytime soon. Others have waited 2 years to get the yards fixed. I can assure you I won't be waiting that long. Unfortunately, we as a City do not have control over utility companies, this problem is something your neighbors should have taken up with the utility companies themselves and if no action was taken by them, then legal action should have been taken.

As for the sprinkler system itself, I can only plot the location of the heads and not the underground lines because I was not here when it was installed. I have contacted ProH2O and they also have no record of the location of the lines. This would seem to be more a problem of your inspection office rather than my problem, but no, I understand how things "work" around here. It sounds to me like a lack of proper

installation techniques by the installer and is really not a problem of mine or the City's. If sprinklers were placed in the City Right-of-Way and work is conducted in this R.O.W we are not responsible for breakage unless we have drawings indicating their placement. We do though, as a City, take every precaution not to disrupt certain things like this though.

I'll have your \$34.00, the backflow inspection report (which costs \$65.00), and a copy of my plot plan showing the head locations, as soon as the backflow test is completed on September 8th.

Jack Taylor

In addition to this email Mr. Taylor I would like to inform you that I have been doing a bunch of research on Utility Easements and I have come up with a good amount of information concerning them. In general Cities have very little control over them, they are deeded over at the time of final platting of the subdivision. This is to insure utility companies have access to their equipment to provide services to their customers **AT ALL TIMES**. I will include some of the information that I have found for your reading enjoyment.

In Kansas the cities and counties have the responsibility to maintain the public streets and roads within their boundaries. The rights-of-way to construct and maintain these public roads have been acquired by the various agencies over the years through various means such as road petitions, purchase, and dedication through platting. In order to provide modern conveniences to our citizens it is necessary that public utilities be allowed to use the same right-of-way acquired by the cities and counties. State law authorizes public utilities to use road right-of-way, provided they do not obstruct or hinder the usual travel, adversely affect public safety, or obstruct the legal use by other utilities. State law also provides that cities and counties may establish rules and regulations governing the use of public right-of-way as long as the rules are competitively neutral and are not unreasonable or discriminatory.

Easements and Right-of-Way

It is important to recognize the difference between utility easements and right-of-way. KSA 17-1902 gives the city authority over the right-of-way. The definition of right-of-way in this statute does not include "easements obtained by utilities or private easements in platted subdivisions or tracts." The local agency has little or no control over the utility company in an easement that the utility has purchased. In cities and residential areas in the counties, most utility easements are dedicated when a subdivision plat is filed for a new development. The counties and cities usually think of these utility easements as public utility easements, of which they have jurisdiction. **However, the jurisdiction over the easement may be dependent on the exact wording on the subdivision plat. Dedication wording on subdivision plats for utility easements vary by jurisdiction, and sometimes by the surveyor that drafts the plat.**

Typical wording is of two generic types:

1. Utility easements are for the installation and maintenance of public utilities.
2. Utility easements are for the installation and maintenance of public utilities under jurisdiction of the city.

The first type of dedication generally grants the utility easement to public utility companies, while the second type of wording gives the city more authority within the utility easements. If the local agency is considering applying permit procedures and regulations to platted utility easements, the matter of jurisdiction should be considered by the city or county attorney. Some large cities in Kansas (Overland Park & Leawood) have regulated utilities in platted utility easements based on police powers related to public health and safety rather than specific dedication wording on subdivision plats.

Here is the dedication on the final plat of Prairie Gardens Phase 2, and this is the same for most subdivisions located in our town. Of all the utility installations that have taken place in our town I have never heard the amount of complaints that I do from your subdivision. I am investigating this matter to my fullest extent. I hope you find this information very useful in your endeavors.

Respectfully,

Mark J. Lee

Mark J. Lee
Building Official
Code Enforcement Officer
City of Basehor

DEDICATION:

BE IT KNOWN TO ALL MEN THAT I (WE), THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE HAD CAUSE FOR THE SAME TO BE SURVEYED AND PLATTED UNDER THE NAME OF "PRAIRIE GARDENS - SECOND PLAT" AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS AS SHOWN AND FULLY DEFINED ON THIS PLAT. ALL STREETS, DRIVES, AND ROADS ETC. SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED. AN EASEMENT IS HEREBY GRANTED TO LEAVENWORTH COUNTY AND PUBLIC UTILITY COMPANIES TO ENTER UPON CONSTRUCT AND MAINTAIN UTILITIES UPON, OVER, AND UNDER THOSE AREAS OUTLINED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E". AN ACCESS EASEMENT IS HEREBY GRANTED TO SUBURBAN WATER COMPANY WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER MAIN AND APPURTENANCES UPON, OVER AND UNDER THOSE AREAS OUTLINED ON THIS PLAT AS W/E. I (WE) CONFIRM

RAPHAEL D. BREUER

ANN E. BREUER

Jack Taylor <highnotefan@gmail.com>
To: Jim Washington <jpwashington@sbcglobal.net>

Tue, Sep 9, 2008 at 2:59 PM

Jim,

Here is the email conversation #3 between myself and the city of Basehor (Mark Lee) regarding the trench / sprinkler episode.

I am printing these off and will drop off at your place or with Carol later today.

Thanks, Jack

Forwarded conversation

Subject: PERMIT / APPLICATION for lawn sprinkler system

From: Jack Taylor <highnotefan@gmail.com>
Date: Thu, Sep 4, 2008 at 11:27 AM
To: Mark Lee <bldginspect@cityofbasehor.org>

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Respectfully,

Mark J. Lee

Mark J. Lee
Building Official
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City of Basehor

DEDICATION:

BE IT KNOWN TO ALL MEN THAT I (WE), THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE HAD CAUSE FOR THE SAME TO BE SURVEYED AND PLATTED UNDER THE NAME OF "PRAIRIE GARDENS - SECOND PLAT" AND HAVE CAUSED THE SAME TO BE SUBDIVDED INTO LOTS AND STREETS AS SHOWN AND FULLY DEFINED ON THIS PLAT. ALL STREETS, DRIVES, AND ROADS ETC. SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED. AN EASEMENT IS HEREBY GRANTED TO LEAVENWORTH COUNTY AND PUBLIC UTILITY COMPANIES TO ENTER UPON CONSTRUCT AND MAINTAIN UTILITIES UPON, OVER, AND UNDER THOSE AREAS OUTLINED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E". AN ACCESS EASEMENT IS HEREBY GRANTED TO SUBURBAN WATER COMPANY WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER MAIN AND APPURTENANCES UPON, OVER AND UNDER THOSE AREAS OUTLINED ON THIS PLAT AS W/E. I (WE) CONFIRM

RAPHAEL D. BREUER

ANN E. BREUER