AGENDA

BASEHOR CITY COUNCIL
August 18, 2008
6:00 p.m.
Basehor City Hall

WORK SESSION - 6:00 p.m.
Zoning Regulations, Wastewater Treatment Plant EIMCO Equipment

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 4, 2008 Work Session & Regular Meeting
   2. August 11, 2008 Work Session (no meeting 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 resolution authorizing the offering for sale of General Obligation Temporary Notes, Series 2008, for 155th Street and Basehor Boulevard Improvement Benefit Districts.
b. Consider ordinances adopting 2008 edition of the State of Kansas Standard Traffic Ordinance and Uniform Public Offense Code
c. Consider a change in price quote from EIMCO for equipment for the wastewater treatment plant expansion.
d. Consider approval of authorization No. 3 for professional engineering services (resident observer) to Burns & McDonnell Engineering Company, Inc.
e. Approval of an agreement with KDOT for receipt of corridor management funds.
f. Consider authorizing funds for Pin Oak subdivision street repairs.

g. Consider adopting a charter ordinance repealing Charter Ordinance 7 pertaining to the number of council members needed to constitute a quorum to conduct business.

6. City Administrator Report
a. Buffalo Bill bike ride Sept. 28
7. Mayor's Report
8. Council Member Reports
9. Executive Session
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*

Minutes

BASEHOR CITY COUNCIL
August 4, 2008
6:00 p.m.
Basehor City Hall

Official Presiding: Mayor Chris Garcia

Members Present: Pres. Iris Dysart, Terry Hill, Keith Sifford, Jim Washington
Members Absent: Roger McDowell

Staff Present: Carl Slaugh, Lloyd Martley, Mary Mogle, Gene Myracle, Dustin Smith, Dave Lutgen, Patrick Reavey

Newspaper: Lara Hastings, *Basehor Sentinel*

WORK SESSION - 6:00 p.m.

The work session was called to order with all members present with the exception of Councilmember McDowell. The city attorney was in attendance.

Discussion of agenda items.

b. Consider approval to solicit bids for construction of the wastewater treatment plant expansion.

The city administrator reported the next step for the wastewater treatment plant expansion was to solicit bids. He noted if Council approved this agenda item, bids would go out this week and opened on September 4th at 3:00 p.m. Actual bid selection would take place at the September 15th meeting. KDHE requires the City to send a letter of approval of contract documents may send a letter concurrently with solicitation of bids.

c. Consider the contract with Burns & McDonnell Engineers for construction services.

The city administrator reported Burns & McDonnell Engioneers submitted a bid for a resident inspector with an hourly rate of $100 per hour ($204,700); he felt that was too expensive and solicited bids. Mr. Slaugh explained the same resident inspector that would perform services for Burns & McDonnell for $100 per hour agreed to perform the services for $75 per hour ($142,950) as long as the City hired him as a temporary employee for the duration of the project. MHS Solutions proposed using one of their inspectors at the billing rate of $35-$65 per hour ($92,575). Mr. Slaugh reported Burns

& McDonnell would prefer the inspector work directly for them and that staff was comfortable using MHS Solutions inspector.

d. Consider a change in price quote from EIMCO for equipment for the wastewater treatment plant expansion

Mr. Slaugh reported EIMCO proposed using EMU brand mixers; however, public works staff preferred Flygt brand mixers. The mixers provide aeration and movement of the fluids in the tank. It was estimated to cost $20,000 more for the Flygt brand. Mr. Myracle explained Flygt had a better warranty, estimated longer life, and quicker response for equipment replacement and repairs. President Dysart stated she spoke with the Flygt representative and he informed her that the correct price was $27,048. Council and staff discussed the advantages and disadvantages of the different brand of mixers.

e. Consider a change of relationship with Piper-Jaffray from financial advisor to Piper Jaffray & Co. underwriter status for issuance of temporary notes, Series 2008

Mr. Slaugh reported based on Municipal Securities Rulemaking Piper Jaffray could not serve as underwriter and financial advisor at the same time for the same bond project; therefore, it would be necessary to sign a letter temporarily terminating the financial advisor relationship.

l. Review results of the sewer line filming project and consider proposals for moving ahead with sewer line repairs Sewer Line Rehab

The city superintendent presented a list of seven locations in the southern part of the City in need of 8" sewer line replacement. Mr. Myracle reported he reviewed 25,000 lineal feet of televised sewer line films and picked out sewer lines that were in need of replacement due to age, tree roots, and ground movement with rock penetration. He stated since the lines already existed, it would not be necessary to have the work engineered since he and his staff were trained to use a transit to insure proper installation and grade. He estimated the replacement to cost about $47.00 per lineal foot. The contractor would be required to provide a performance bond and the City would provide a bid document. Councilmember Washington felt the City would receive a better bid if all locations were bid at once.

h. Consider approval of a charter ordinance amending charter ordinance #3 to correct the reference to K.S.A. 79-1122.

The agenda should read charter ordinance 3, not 6 as shown.

Five-minute recess (6:55 p.m.)

REGULAR MEETING – 7:00 p.m.

ROLL CALL BY MAYOR CHRIS GARCIA AND PLEDGE OF ALLEGIANCE

The work session was called to order with all members present with the exception of Councilmember McDowell. The city attorney was in attendance.

The mayor introduced Ron and Alexander Coleman. Mayor Garcia announced that Alexander was working toward his Eagle Scout badge and attending the meeting was part of a requirement for the Citizenship in the Community merit badge.

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. July 21, 2008 Work Session & Regular Meeting
b. Approve Treasurer's Report & Vendor Payments
c. Approve investment recommendations
d. Approve calendar of events
e. Proclamation on International Homeless Animal Day August 16, 2008

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to vote on item "e" separately. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve items "a" through "d" as submitted. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

Councilmember Sifford stated he felt this proclamation was a noble cause; however, he did not hold to the philosophies and beliefs of the ISAR organization and did not want his name or the city of Basehor associated with the ISAR organization and recommended the governing body research the organization on the internet.

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to deny the proclamation as submitted. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

PUBLIC HEARING - 2009 Budget

Staff Report

Mr. Slaugh highlighted the proposed 2009 budget announcing the 28.598 mill levy would increase slightly from year 2008 mill levy at 28.547.

Public Comment

None

Council Comments

None

The public hearing was closed.

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).

No public comments. Public portion of the meeting closed.

SCHEDULED DISCUSSION ITEMS

a. Joe Kleidosty – monthly sewer bill charges

Mr. Kleidosty (14124 Merion Ct.) reported he felt that he had been overcharged $212.17 on his sewer bill [base rate of $38.81) when he first moved in and felt the current ordinance had been interpreted incorrectly. He referenced item 9 of Municipal Policy 5.04MP. He did not feel that this item applied to him since he did not have an actual water usage since he was a new customer and lived there prior to June 15th as referenced in the policy. He pointed out the new ordinance states new residents would be charged for 6300 gallons and advised Council that if he did not receive satisfaction, he would be filing a claim with the Kansas Consumer Action. He stated he did receive a welcome packet after the fact and admitted that he did in fact handle his paperwork via fax.

Mr. Reavey concluded that the ordinance was properly enforced and whether the resident was aware of the ordinance does not apply. The city attorney referenced item 10 of the policy that stated the new charge would not be retroactive and take effect with the next monthly billing cycle. Mr. Kleidosty stated he felt the City put the language in for existing customers, not new customers.

Mr. Slaugh pointed out the City does not receive water usage records on a monthly basis. Once a year the local water departments provide the City with the monthly usage for December, January and February and then the Council sets the rate that would finalize the calculation.

Mr. Reavey stated the ordinance was a benchmark until a new amount was set and felt the denial of the refund was consistent with the ordinance.

BUSINESS

a. *Consider adoption of proposed 2009 Budget.*

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the 2009 Budget as presented. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

b. Consider approval to solicit bids for construction of the wastewater treatment plant expansion.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the solicitation of bids for construction of the wastewater treatment plant expansion. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

c. Consider the contract with Burns & McDonnell Engineers for construction services.

(Extracted from PowerPoint Presentation)

	Burns & McDonnell	Private Contract	MHS
Per Hour	**$100/hr**	**$75/hr**	**$45**
Estimated Hours	**1907**	**1906**	**1920**
Total	**$204,700**	**$142,950**	**$92,575**

A motion was made by Councilmember Washington and seconded by President Dysart to approve the contract with Burns & McDonnell Engineers for construction services (resident inspector) not to exceed $204,700. A roll call vote was taken with all members voting in favor with the exception of Councilmember Hill. Motion passed 3-1.

d. Consider a change in price quote from EIMCO for equipment for the wastewater treatment plant expansion.

A motion was made by Councilmember Washington and seconded by President Dysart to table action until the August 18th meeting and review additional information and data at the August 11th work session. A roll call vote was taken with all members voting in favor with the exception of Councilmember Sifford. Motion passed 3-1.

e. Consider a change of relationship with Piper-Jaffray from financial advisor to underwriter status for issuance of temporary notes, Series 2008.

A motion was made by Councilmember Sifford and seconded by President Dysart to approve the proposed change of relationship with Piper Jaffray from financial advisor to

underwriter status for issuance of temporary notes, Series 2008. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

f. Consider appointment of a replacement Court Appointed Attorney.

The municipal judge recommended Geoffrey Sonntag to replace Roger Horsky as public defender for the City. Mr. Horsky recently resigned to take another position elsewhere.

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to approve the appointment of Geoffrey Sonntag as the new court appointed attorney [public defender]. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

g. Consider amendment to ordinance setting State mandated court fees.

A motion was made by Councilmember Sifford and seconded by Councilmember Dysart to approve the amendment [increase reinstatement fees from $50 to $59] to ordinance setting State mandated court fees. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

Ord. 538 - AN ORDINANCE AMENDING CERTAIN MUNICIPAL COURT COSTS.

h. Consider approval of a charter ordinance amending charter ordinance #3 to correct the reference to K.S.A. 79-1122.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the charter ordinance amending charter ordinance #4 to correct the reference to K.S.A. 79-1122. A roll call vote was taken with all governing body members voting in favor. Motion passed 5-0.

CHARTER ORDINANCE 19 – A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE 6 TO CORRECT THE REFERENCE TO K.S.A 79-1122

i. Consider approval of a charter ordinance repealing charter ordinance 5 which provides for removal of employees if "good cause" is established and implements "at-will" doctrine consistent with the personnel manual.

A motion was made by Councilmember Washington and seconded by Councilmember Hill to approve the charter ordinance repealing charter ordinance 5 which provides for removal of employees if "good cause" is established and implements "at-will" doctrine consistent with the personnel manual. A roll call vote was taken with all governing body members voting in favor with the exception of Councilmember Sifford. Motion passed 4-1.

CHARTER ORDINANCE 20 – A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE 5 WHICH PROVIDES REMOVAL PROVISIONS FOR FULL-TIME CITY EMPLOYEES

j. Consider a charter ordinance repealing charter ordinances 2, 4, and 9, which ordinances exempt the city from laws that have now been repealed by the state legislature.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the charter ordinance repealing charter ordinances 2, 4, and 9, which ordinances exempt the city from laws that have now been repealed by the state legislature. A roll call vote was taken with all governing body members voting in favor. Motion passed 5-0.

k. Consider a charter ordinance exempting the City of Basehor from the provisions of K.S.A. 15-209 regarding residency requirements and providing substitute provisions.

A motion was made by Councilmember Washington and seconded by Councilmember Hill to approve the charter ordinance exempting the City of Basehor from the provisions of K.S.A. 15-209 regarding residency requirements and providing substitute provisions. A roll call vote was taken with all governing body members voting in favor. Motion passed 5-0.

l. Review results of the sewer line filming project and consider proposals for moving ahead with sewer line repairs.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to authorize staff to contract for sewer line repairs as stipulated in the Sewer Rehab project document and the sum not to exceed $150,000. A roll call vote was take with all members voting in favor. Motion passed 4-0.

m. Consider an appointment to the Park Board.

Mayor Garcia presented the appointment of Patricia "Pat" Rogers to fill the vacant position of Debbie Bonee on the Park Advisory Board.

A motion was made by Councilmember Sifford and seconded by President Dysart to approve the appointment of Patricia "Pat" Rogers to the Park Advisory Board. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

n. Discussion regarding Deffenbaugh Services

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to place Deffenbaugh Services on the agenda as a discussion item. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

Mr. Slaugh reported over the last couple of months the City has experienced poor service which prompted him to send a letter to Deffenbaugh putting them on notice that it was a possibility that the City would pull their contract. The city administrator explained the challenge was if the City did choose to go out for bid, they would mostly likely not receive as competitive bid as what Deffenbaugh was currently charging.

Paul Howe, Deffenbaugh Disposal, acknowledged receipt of the letter and was in the process of addressing the issues. He explained the company has been through some changes and since December they have made significant changes in equipment and software. He explained that in the fall, a new GPS system would be installed in each vehicle that would track all residential stops. He promised to monitor the situation over the next few weeks.

Councilmember Sifford stated he did not see the harm in soliciting for bids. President Dysart said she was not aware that the City was receiving complaints. The city clerk explained the administrative staff normally receives one or two complaints a month; however, the last couple of months the complaints have been numerous, primarily from the Pinehurst, Prairie Gardens, and Cedar Fall area. Consensus was that it did not warrant changing providers based on a handful of complaints.

CITY ADMINISTRATOR REPORT

- **Prairie Lakes requests a second hearing on the 20 mph issue.**

Prairie Lake residents would like to have items back on the agenda. The police chief reported 30 mph signs and children at play signs have been installed and additional radar enforcement has been performed without results. He did not feel lowering the speed limit would make a difference.

- **Cedar Lakes Annexation**

An Open House has been set for August 25th at Glenwood Ridge Elementary School from 6:00 to 8:00 p.m. Staff members will be present to answer resident concerns.

- An informational meeting will be held on August 28th at 6:00 p.m. Basehor City Hall with residents along 150th Street to discuss construction and easement acquisition.

- 24-40 Hwy & K-7 Interchange area will be closed on Friday starting at 8:00 p.m. through Saturday in order to remove the southbound bridge. KDOT anticipates detouring the west bound traffic onto Parallel and 155th Street.

- Received agreements for $600,000 Corridor Funding. An item would be placed on the next agenda for council action.

- **Pin Oak Subdivision repairs.**

The city superintendent reported street and curb inspections have been completed in the Pin Oak Subdivision. Since funds were limited, he recommended repairing the areas that had major "flaking" at the cost of approximately $8,000 (250 ft. @ $29.25 per lineal foot). The city administrator announced this item would be placed on the August 18th agenda for formal action.

MAYOR'S REPORT

Mayor Garcia announced he received a call from a resident informing him that people were dumping items other than yard waste (i.e. brush, grass clippings) at the city park. He suggested the area be patrolled and signs installed prohibiting dumping other than yard waste. Mr. Myracle reported last week he and his crew chipped the brush into mulch and that prior to that he and a representative from the fire department met. at the location and did not find anything other than yard brush and some 4x4's.

COUNCIL MEMBER REPORTS

Iris Dysart

- Requested a progress report on David Brown's property. Mr. Myracle stated weather permitting; the work would start on Friday.

- Complained about tall weeds on the library's property on 158th Street. Mr. Flower reported the library sodded the property and was informed by the landscaping company not cut the grass until the sod took hold. He anticipated being able to mow next week.

Patrick Reavey

The city attorney updated the governing body on the recent changes to the Open Meetings Act (HB2947). House Bill 2947 prohibits any meeting between more than two council members if the item was to be discussed at a council meeting.

Councilmember Washington stated the law changed to the majority of the membership and sub sequential meetings was not authorized in the previous law.

Mayor Garcia reported it was not necessary to have a charter ordinance increasing the quorum from 3 to 4 any longer and suggested repealing the current charter ordinance so there would not be an issue holding a council meeting in the future.

EXECUTIVE SESSION

None

ADJOURNMENT

A motion was made by Councilmember Sifford and seconded by President Dysart to adjourn the August 4th meeting. A roll call vote was taken with all members voting in favor. Motion passed 4-0. Meeting adjourned at 8:32 p.m.

_____
Mayor Chris Garcia

Attest:

_____
Mary A. Mogle, CMC, City Clerk

Minutes

BASEHOR CITY COUNCIL WORK SESSION
August 11, 2008
6:00 p.m.
Basehor City Hall

Due to lack of quorum, the August 11, 2008 Council work session was not held. Topics below were discussed at the August 18, 2008 Council meeting.

1. Consider changes to the Zoning Regulations for the City of Basehor.

2. Discussion concerning wastewater treatment plant issues.

_____
Mayor Chris Garcia

Attest:

_____
Mary A. Mogle, CMC, City Clerk

CHECK REGISTER REPORT

AS OF 08/11/08

City Of Basehor

Date: 08/12/2008
Time: 8:57am
Page: 1

BANK: First State Bank

Check Nbr	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
15611	08/01/2008	Printed	EFTPS	EFTPS	FIT/SS/MEDI WITHHOLDING PYMT	11,138.11
15612	08/01/2008	Printed	GRIFFIN/WI	WILLIAM GRIFFIN	BANKRUPTCY WITHHOLDING PYMT	200.00
15613	08/01/2008	Printed	HOME DEPOT	HOME DEPOT	PHOTO CELL REAR ENTRANCE	10.49
15614	08/01/2008	Printed	INTERNAL R	INTERNAL REVENUE SERVICE	IRS GARNISHMENT WITHHOLDING PY	232.96
15615	08/01/2008	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS STATE WITHHOLDING PYMT	1,658.93
15616	08/01/2008	Printed	KANSAS PAY	KANSAS PAYMENT CENTER	CHILD SUPPORT WITHHOLDING PYMT	367.50
15617	08/01/2008	Printed	KPF EFT	KPF EFT PROGRAM	KPF RETIREMENT WITHHOLDING PYM	3,699.62
15618	08/01/2008	Printed	MARCIT	MARCIT	DENTAL INS WITHHOLDING PYMT	1,193.00
15619	08/01/2008	Printed	OTTING	JERRY OTTING	MOWING-LOT ON ELM	75.00
15620	08/01/2008	Printed	WESTLAND C	WESTLAND CONSTRUCTION	SEWER MAIN REPAIR/DITCH WORK	1,672.00
15621	08/08/2008	Printed	ADVANCE PE	ADVANCE PEST CONTROL	PEST CONTROL PARK @ WTF	96.80
15622	08/08/2008	Printed	AT&T	AT&T	PHONE SERVICE WTF/LIFT STATION	32.87
15623	08/08/2008	Printed	ATMOS ENER	ATMOS ENERGY	UTILITIES - GAS	84.58
15624	08/08/2008	Printed	CARTER WAT	CARTER WATERS CORPORATION	2 TONS ASPHALT COLD PATCH	190.23
15625	08/08/2008	Printed	CASEYS	CASEY'S GENERAL STORES	FUEL CITY VEHICLES JULY 2008	4,017.26
15626	08/08/2008	Printed	BASEHOR CI	CITY OF BASEHOR	SEWER/SOLID WASTE SERVICES	104.91
15627	08/08/2008	Printed	CONS WATER	CONS RURAL WATER DISTRICT #1	WATER SERVICES	115.25
15628	08/08/2008	Printed	DATAMAX	DATAMAX	LEASE RENTALS/EXCESS COPIES CH	415.79
15629	08/08/2008	Printed	DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	SOLID WASTE/DUMPSTERS/SP WASTE	12,240.00
15630	08/08/2008	Printed	DIV ACCTS	DIVISION OF ACCOUNTS & REPORTS	FEE FILE 2007 AUDIT W/STATE	150.00
15631	08/08/2008	Printed	FELDMANS	FELDMANS	SUPPLIES FOR PWD	220.52
15632	08/08/2008	Printed	HAYNES EQU	HAYNES EQUIPMENT CO	REPAIR GRINDER PUMPS-CEDAR LAK	1,524.61
15633	08/08/2008	Printed	HEART TOW	HEARTLAND TOW INC	VEHICLE MAINTENANCE/REPAIR	460.66
15639	08/08/2008	Printed	JADE ALARM	JADE ALARM COMPANY	ALARM SERVICES-CITY HALL & WTF	134.70
15640	08/08/2008	Printed	JOCO ENVIR	JOHNSON COUNTY ENVIRONMENTAL	SAMPLE TESTING 07/14/08	205.30
15641	08/08/2008	Printed	KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	420.50
15642	08/08/2008	Printed	LAWRENCE	LAWRENCE JOURNAL WORLD	PUBLIC HEARING/ORD/RES NOTICES	1,953.00
15643	08/08/2008	Printed	LCDC	LCDC	LCPA BOARD MTG REGISTRATION	14.00
15644	08/08/2008	Printed	LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	STO/UPOC ELECTRONIC&HARD COPY	457.00
15645	08/08/2008	Printed	LEAV COOP	LEAVENWORTH COUNTY CO-OP	286.6 GALLONS DIESEL FUEL	1,341.00
15646	08/08/2008	Printed	MAYWALD	EUGENE MAYWALD	REFUND CITATION #9552	2.00
15647	08/08/2008	Printed	MCAFEE HEN	MCAFEE HENDERSON SOLUTIONS	ENGINEERING SERVICES	4,582.40
15648	08/08/2008	Printed	OREILLYSPR	O'REILLY AUTO PARTS	MAINTENANCE SUPPLIES PWD TRUCK	177.49
15649	08/08/2008	Printed	PONZER	PONZER-YOUNGQUIST PA	REVIEW TOWN CENTER SCHOOL	364.50
15650	08/08/2008	Printed	PRAY	WILLIAM E. PRAY	MUNICIPAL COURT JUDGE SERVICES	250.00
15651	08/08/2008	Printed	PROSE	PROSE	8 SET LOCKERS-POLICE DEPT	900.00
15652	08/08/2008	Printed	PUBLIC AGE	PUBLIC AGENCY TRAINING COUNCIL	SEX CRIMES INVESTIGATION SEMIN	250.00
15653	08/08/2008	Printed	QUILL	QUILL	CARTRIDGES,ENVELOPES, MISC OFF	694.48
15654	08/08/2008	Printed	REAVEY LAW	REAVEY LAW LLC	LEGAL SERVICES PROVIDED	1,880.00
15655	08/08/2008	Printed	SHAWNEE RO	SHAWNEE ROCK COMPANY	14.04 TONS PUGGED AB-3 ROCK	71.60
15656	08/08/2008	Printed	SPECTRA	SPECTRA	2 TOLL KITS-PWD SERVICE TRUCKS	171.98
15657	08/08/2008	Printed	SUP SIGNAL	SUPERIOR SIGNALS INC	4 STROBE BEACONS-PWD TRUCKS	239.00
15658	08/08/2008	Printed	SYSTEMS MA	SYSTEMS MANUFACTURING INC	CUTLER-HAMMER S811 SOFT STARTE	1,531.00
15659	08/08/2008	Printed	TURF PROFE	TURF PROFESSIONAL EQUIPMENT CO	SUPPLIES/PARTS MOWERS	142.83
15660	08/08/2008	Printed	TUTTLE VET	TUTTLE VETERINARY CLINIC	IMPOUND CHARGES 07/08	50.00
15661	08/08/2008	Printed	US POSTAL	UNITED STATES POSTAL SERVICE	REPLENISH POSTAL PERMIT #12	1,000.00
15662	08/08/2008	Printed	KU CONT ED	UNIVERSITY OF KANSAS	89TH ANNUAL WATER/WASTEWATER	168.00
15663	08/08/2008	Printed	WATTS UP	WATTS UP	LIGHT BULBS-WWTF/POLICE AREA	192.50
15664	08/08/2008	Printed	WESTAR GRP	WESTAR ENERGY	STREET LIGHTS/UTILITIES	3,869.00

Total Checks: 49 Bank Total: 60,963.37

Total Checks: 49 Grand Total: 60,963.37

REVENUE/EXPENDITURE REPORT
As of 08/11/08

City Of Basehor

or the Period: 1/1/2008 to 8/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	2,467,360.00	2,467,360.00	1,392,861.09	30,572.38
Expenditures	2,178,959.00	2,178,959.00	1,095,945.29	70,291.14
Net Effect for GENERAL FUND	288,401.00	288,401.00	296,915.80	-39,718.76
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	35,348.00	35,348.00	13,793.97	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	10,628.05	0.00
Fund: 05 - SEWER FUND				
Revenues	5,851,539.00	5,851,539.00	538,446.26	-28.86
Expenditures	5,715,259.00	5,715,259.00	860,582.51	12,307.67
Net Effect for SEWER FUND	136,280.00	136,280.00	-322,136.25	-12,336.53
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	14,119.00	14,119.00	10,717.18	0.00
Expenditures	10,500.00	10,500.00	4,637.86	1,524.61
Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	3,619.00	6,079.32	-1,524.61
Fund: 08 - BOND & INTEREST FUND				
Revenues	890,969.00	890,969.00	784,176.50	0.00
Expenditures	1,011,084.00	1,011,084.00	766,963.97	0.00
Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	17,212.53	0.00
Fund: 09 - SOLID WASTE FUND				
Revenues	162,744.00	162,744.00	93,466.27	-19.40
xpenditures	162,182.00	162,182.00	89,840.85	10,999.66
Net Effect for SOLID WASTE FUND	562.00	562.00	3,625.42	-11,019.06
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	787,548.00	787,548.00	307,424.22	0.00
Expenditures	588,700.00	588,700.00	73,357.80	1,806.83
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	234,066.42	-1,806.83
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	218,247.00	218,247.00	1,937.25	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	-63,420.32	0.00
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	388,976.00	388,976.00	171,803.24	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	171,803.24	0.00
Fund: 18 - BASEHOR TOWN CENTER PROJECT				
Expenditures	0.00	0.00	870.00	870.00
Net Effect for BASEHOR TOWN CENTER PROJECT	0.00	0.00	-870.00	-870.00
Change in Fund Balance:			-870.00	

BALANCE SHEET

AS OF 08/11/08

8/12/2008
11:04 am

City Of Basehor

As of: 8/31/2008 | Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

Acct Class: CA CURRENT ASSESTS

001 FSB CHECKING ACCOUNT	50,017.43
002 FSB MONEY MARKET ACCOUNT	3,291,687.71
016 103-3 OVERNIGHT ACCT MIP	85,944.92
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	5,627,650.06
Total Assets	5,627,650.06

Liabilities

Acct Class: CL CURRENT LIABILITIES

214 SEWER FUND MONTHLY BALANCE	559,563.45
215 SOLID WASTE MONTHLY BALANCE	74,060.77
216 GENERAL FUND MONTHLY BALANCE	1,617,038.73
218 MUNICIPAL EQUIP FUND MO BAL	139,653.84
219 CAPITAL IMPROVE FUND MO BAL	885,464.07
220 SPECIAL PARK & REC FUND MO BAL	133,288.20
221 CONS HIGHWAY FUND MONTHLY BAL	2,065,864.22
226 BOND & INTEREST MONTHLY BAL	83,984.87
230 TOWN CENTER PROJECT MO BALANCE	-870.00
300 CL MAINTENANCE MONTLY BALANCE	69,601.91
Acct Class: CL CURRENT LIABILITIES	5,627,650.06
Total Liabilities	5,627,650.06
Total Liabilities & Balances	5,627,650.06

INVESTMENT REPORT

as of August 11, 2008

THE FOLLOWING RECOMMENDATION IS MADE FOR THE AUGUST 18, 2008 COUNCIL MEETING:

ITEM # 1

CD419006659 COMMERCE BANK $1,400,000.00

It is recommended to reinvest the $1,400,000.00 for three months at the highest interest rate available.

Due to the timing on this CD it had to be reinvested prior to the August 18, 2008 Council Meeting and therefore on August 11, 2008 the CD was invested at Commerce Bank for a three month term from 2.20% APY to 2.50% APY. The CD will mature November 10, 2008.

City of Basehor
August 2008 Monthly Calendar of Events

Date	Time	Event	Location
2	Noon-3:00	Staff & Board Appreciation Family Picnic	Shelter House-City Park
4	6:00 p.m.	City Council Work Session & Meeting	City Hall Meeting Room
5	6:30 p.m.	Planning Commission Work Session and Meeting	City Hall Meeting Room
6	8:00 a.m.	Chamber of Commerce Board Mtg	First State Bank & Trust
11	6:00 p.m.	City Council Work Session	City Hall Meeting Room
12	1:00 p.m.	Municipal Court	City Hall Meeting Room
13	4:00 p.m.	Park Advisory Board Meeting	City Hall Meeting Room
14	11:30 a.m.	LCDC Board Meeting	LCDC Office
18	6:00 p.m.	City Council Work Session & Meeting	City Hall Meeting Room
25	6:00-8:00 pm	Cedar Lake Annexation Open House	Glenwood Ridge Elementary
26	3:00 p.m.	LCDC Infrastructure Meeting	LCDC Office
27	11:45 a.m.	Port Authority Meeting	Heritage Center, 109 Delaware
28	Noon 6:00 p.m.	Chamber Membership Meeting Meeting w/ 150th Street residents to discuss improvements & land acquisition	Reece Nichols Office City Hall

Next Meetings:

September 4, 2008 Work Session & Regular Meeting
September 8, 2008 Work Session
September 15, 2008 Work Session & Regular Meeting

(Published in *Basehor Sentinel* August 28, 2008)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER XI, PUBLIC OFFENSES, ARTICLE 11-101 OF THE CODE OF THE CITY OF BASEHOR, KANSAS.

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

Section 1. Section 11-101 of the code of the City of Basehor is hereby amended to read as follows:

11-101 INCORPORATED UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Basehor, Kansas that certain code known as the "Uniform Public Offense Code," Edition of 2008, prepared and published in book by the League of Kansas Municipalities, Topeka, Kansas. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance" and to which shall be attached a copy of this article and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. That, unless expressly declared to be an exception to the "Uniform Public Offense Code for Kansas Cities, Edition 2008", all ordinances found to be in conflict with the same are hereby repealed.

Section 3. This ordinance shall be in full force and effective from and after its passage and publication in the official city newspaper.

Approved by the City Council this 18th day of August, 2008

Approved by the Mayor this 18th day of August, 2008

_____
Chris Garcia, Mayor

Approved for Content:

_____
Patrick G. Reavey, City Attorney

Attest:

_____
Mary A. Mogle, City Clerk

(Published in *Basehor Sentinel* August 28, 2008)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER XIV, TRAFFIC ARTICLE 14-101, OF THE CODE OF THE CITY OF BASEHOR, KANSAS.

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

Section 1. Section 14-101 of the code of the City of Basehor is hereby amended to read as follows:

14-101 INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Basehor, Kansas, that certain code known as the "Standard Traffic Ordinance of Kansas Cities," Edition of 2008, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance," and to which shall be attached a copy of this article, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such standard traffic ordinance similarly marked, as may be deemed expedient.

(a) Sec. 195.1 of the standard traffic ordinance, relating to operation of a motor vehicle when a habitual violator, is hereby declared to be and is omitted and deleted.

Section 2. That, unless expressly declared to be an exception to the "Standard Traffic Ordinance for Kansas Cities, Edition of 2008", all ordinances found to be in conflict with the same are hereby repealed.

Section 3. This ordinance shall be in full force and effective from and after its passage, and publication in the official city newspaper.

Approved by the City Council this 18th day of August, 2008.

Approved by the Mayor this 18th day of August, 2008.

_____
Chris Garcia, Mayor

Approved For Content:

_____
Patrick G. Reavey, City Attorney

Attest:

_____
Mary A. Mogle, CMC, City Clerk

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the matter of providing for the offering for sale of approximately $3,760,000 principal amount of General Obligation Temporary Notes, Series 2008, as part of the two benefit districts approved for the Basehor Town Center development.

Department: Administration

Background/Description of Item:
PiperJaffray has served as financial advisor to the City of Basehor for bond issues since 2001. Under that agreement and in accordance with Municipal Securities Rulemaking the company is not allowed to serve as underwriter and financial advisor at the same time for the same bond project.

Municipal Securities Rule Making Board (MSRB), Rule G-23 allows a temporary termination of the financial advisor relationship.

The other issue is whether sale of the temporary notes is on a competitive basis or on a negotiated basis. PiperJaffray proposes a negotiated sale that allows them to purchase and resale at what is determined to be a competitive market rate.

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

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

Funding Source: Administration

Recommendation: Approve Resolution 2008-12 **AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2008, OF THE CITY OF BASEHOR, KANSAS.**

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 18, 2008

RESOLUTION NO. 2008-12

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2008, OF THE CITY OF BASEHOR, KANSAS.

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the City of Basehor Kansas (the "Issuer") has heretofore authorized certain internal improvements (jointly the "Improvements") to be made in the City, to-wit:

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

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, the Issuer has not issued any general obligation bonds or temporary notes heretofore authorized; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

WHEREAS, the Issuer, has selected the firm of Piper Jaffray & Co, Leawood, Kansas (the "Purchaser"), as underwriter for one series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Purchaser to proceed with the offering for sale of said temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said temporary notes; and

WHEREAS, the Issuer desires to authorize the Purchaser, in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said temporary notes; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of said temporary, the governing body desires to authorize the Mayor to confirm the sale of such temporary notes, if necessary, prior to the next meeting of the governing body to adopt the necessary resolution providing for the issuance thereof.

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

Section 1. The Purchaser is hereby authorized to proceed with negotiating the sale of approximately $3,760,000 principal amount of General Obligation Temporary Notes, Series 2008 (the "Notes") in accordance with the presentation made by the Purchaser this date. The offering for sale of the Notes shall be accomplished in consultation with the City Administrator, the Clerk, Gilmore & Bell, P.C. ("Bond Counsel"), and the Purchaser. The confirmation of the sale of the Notes shall be subject to the execution of a note purchase agreement between the Purchaser and the Issuer and the adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Notes and the execution of various documents necessary to deliver the Notes. The Mayor is hereby authorized to execute a note purchase agreement (the "Note Purchase Agreement") in a form approved by Bond Counsel, provided that the sale of the Notes is subject to the following parameters: (a) principal amount shall not exceed $3,760,000; (b) the Notes shall mature on September 1, 2010; (c) the Notes shall be subject to optional redemption at any time on or after September 1, 2009; and (d) a true interest cost ("TIC") of not to exceed 4.00%.

Section 2. The Preliminary Official Statement, dated August 18, 2008, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final", in substantially the form attached hereto as ***Exhibit A***, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Administrator, Clerk and the other officers and representatives of the Issuer, and the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on August 18, 2008.

(SEAL)

_____
Mayor Chris Garcia

ATTEST:

_____
Mary Ann Mogle, City Clerk

APPROVED AS TO FORM:

_____
Gilmore & Bell, P.C., Bond Counsel

REG. NOTES SALE DOCUMENTS

A. Excerpt of Minutes of Meeting authorizing offering for sale of Notes
B. Resolution for a Negotiated Sale
C. Certificate Deeming Preliminary Official Statement Final

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON AUGUST 18, 2008

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., 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)

The matter of providing for the offering for sale of approximately $3,760,000 principal amount of General Obligation Temporary Notes, Series 2008, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2008, OF THE CITY OF BASEHOR, KANSAS.

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. _____.

* * * * * * * * * * * * * *

(Other Proceedings)

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* * * * * * * * * * * * * *

CERTIFICATE

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

(SEAL)

_____

Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2008, OF THE CITY OF BASEHOR, KANSAS.

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the City of Basehor Kansas (the "Issuer") has heretofore authorized certain internal improvements (jointly the "Improvements") to be made in the City, to-wit:

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

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, the Issuer has not issued any general obligation bonds or temporary notes heretofore authorized; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

WHEREAS, the Issuer, has selected the firm of Piper Jaffray & Co, Leawood, Kansas (the "Purchaser"), as underwriter for one series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Purchaser to proceed with the offering for sale of said temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said temporary notes; and

WHEREAS, the Issuer desires to authorize the Purchaser, in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said temporary notes; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of said temporary, the governing body desires to authorize the Mayor to confirm the sale of such temporary notes, if necessary, prior to the next meeting of the governing body to adopt the necessary resolution providing for the issuance thereof.

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

Section 1. The Purchaser is hereby authorized to proceed with negotiating the sale of approximately $3,760,000 principal amount of General Obligation Temporary Notes, Series 2008 (the "Notes") in accordance with the presentation made by the Purchaser this date. The offering for sale of the Notes shall be accomplished in consultation with the City Administrator, the Clerk, Gilmore & Bell, P.C. ("Bond Counsel"), and the Purchaser. The confirmation of the sale of the Notes shall be subject to the execution of a note purchase agreement between the Purchaser and the Issuer and the adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Notes and the execution of various documents necessary to deliver the Notes. The Mayor is hereby authorized to execute a note purchase agreement (the "Note Purchase Agreement") in a form approved by Bond Counsel, provided that the sale of the Notes is subject to the following parameters: (a) principal amount shall not exceed $3,760,000; (b) the Notes shall mature on September 1, 2010; (c) the Notes shall be subject to optional redemption at any time on or after September 1, 2009; and (d) a true interest cost ("TIC") of not to exceed 4.00%.

Section 2. The Preliminary Official Statement, dated August 18, 2008, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final", in substantially the form attached hereto as ***Exhibit A***, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Administrator, Clerk and the other officers and representatives of the Issuer, and the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body on August 18, 2008.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
Gilmore & Bell, P.C., Bond Counsel

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

August 18, 2008

To: Piper Jaffray & Co
Leawood, Kansas

Re: $3,760,000 City of Basehor, Kansas, General Obligation Temporary Notes, Series 2008

Ladies and Gentlemen:

The undersigneds are the duly acting Mayor and Clerk of the City of Basehor, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced notes (the "Notes").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Notes depending on such matters.

Very truly yours,

CITY OF BASEHOR, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider information on equipment bids and other wastewater treatment plant issues.

Department: Administration

Background/Description of Item:
Staff requested to use Flygt mixers in the plant rather than the EMU brand that EIMCO included in their bid. The Flygt mixers reportedly last longer, with less down time translating to a longer time between failures and there is local service.

The mixers provide aeration and movement of the fluids in the tank.

Staff has researched information concerning the merits of the change in mixers for the plant and to date has not located any substantial data or research. The suppliers were asked to provide data regarding mean time between failures or any research information, but nothing has been delivered yet.

July 29 Revised pricing from Eimco & Flygt. It results in a $20K increase (not the $30K that was originally proposed) if we use the Flygt mixers. Otherwise, we can always stick with the original bid price and the ABS mixers.

On the Agenda Item Information Form for the EIMCO equipment, there needs to be a clarification that the final price with the Flygt mixers would be $707,986. The initial cost increase was $38,000, which was then reduced by $10,000.

http://www.flygtus.com/115917.asp

http://www.wilo-emu-usa.com/Content/Default/49/50/Company/Company.html

Funding Source: Sewer Fund

Recommendation: Approve the use of Flygt mixers as part of the EIMCO equipment for the wastewater treatment plant for an additional charge of $28,000.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 18, 2008

Decision Matrix for Mixers

BRAND	COST DIFFERENCE	WARRANTY	SERVICE TURN AROUND	PARTS AVAILABILITY	TOTAL
FLYGT	-	-	+	+	+2
EMU	+	+	+	+	+4
SPECIFICS	$27,000	2 yr VS 1 yr	EMU-OPKS Flygt-KCMO	Both Avail KC	

Provided by Jim Washington

ITT | Water & Wastewater

Authorized Service Locations

General Information

Issued: 3/08 | Supersedes: 12/06

STATE	CITY	COMPANY	TELEPHONE	2000 Series Pump	HP	3000 Series Pumps	HP	4000 Series Mixer	HP	5000 Series Pumps	HP	7000 Series Pumps	HP
MI	Iron Mountain	Charter Champion	(906)779-2366	2290	110	3300	88						
MI	Milford	Kennedy Industries Inc	(248)684-1200	2290	110	3300	88	4680	40	All		7050	75
MN	Rogers	Northern Dewatering	(763)428-2616	2290	110	3300	88			All			
MN	Minneapolis	Electric Pump Inc	(952)884-5394	2400	140	3306	150	4680	40	All		7081	150
MN	Virginia	Langer Equipment Co.	(218)749-4700	2400	140	3201	47			All			
MO	Viburnum	Mine Supply Company	(573)244-5416	2290	110	3152	20	4670	20				
MO	Lees Summit	JCI	(800)366-7867	2400	140	3602	500	4680	40			7061	150
MO	Kansas City	Lee Mathews Equipment Co.	(816)221-0650	2400	140	3602	281	4680	40	All			
MO	Fenton	Vandevanter Eng. Co.	(636)343-8880	2400	140	3602	281	4680	40	All		7650	150
MS	Jackson	Gulf States Engineering	(601)922-1364	2400	140	3300	88	4680	40				
ME	Monmouth	Stevens Electric & Pump Service Inc	(207)933-9638	2290	110	3300	88	All		All			
MT	Billings	Kirst Engineering	(406)656-9570	2290	110	3300	88			All		7081	110
NC	Charlotte	Brown & Morrison	(704)554-8570	2400	140	3300	88	4680	40	5560	85		
NC	Charlotte	ITT Water & Wastewater	(704)504-8570	2290	110	3312	200	4680	40				
ND	Fargo	Electric Pump Inc	(701)293-0371	All		3300	88	4680	40				
NJ	Middlesex	Pumping Services	(732)469-4540	2400	140	3602	250	4680	40	5680	85	7650	150
NM	Albuquerque	James, Cooke & Hobson	(505)344-7100	2400	140	3356	150	4680	40	All		7081	110
NV	Sparks	Pac Machine Company	(775)359-8500	2400	140	3356	150	4680	40	All		7081	110
NY	Harrison	Fleet Pump & Service	(914)835-3801	2290	110	3300	88	4680	40	5660	85		
NY	Rochester	ITT Water & Wastewater	(585)426-0280	All		All		All		All		All	
OH	Cincinnati	Buckeye Pumps, Inc	(513)679-6100	2151	30	3300	88	4680	40	5650	45		
OH	Galion	Buckeye Pumps, Inc.	(419)468-7866	2151	30	3300	88	4680	40	5650	45		
OH	Milford	ITT Water & Wastewater	(513)248-3200	2400	140	3602	318	4680	40	5660	85	7650	350
OH	Toledo	Buckeye Pumps, Inc	(419)385-9900	2151	30	3300	88	4680	40	5650	45		
OK	Tulsa	Automatic Engineering	(918)585-5703	2250	88	3300	88	4680	40				
OR	Portland	ITT Water & Wastewater	(503)240-1980	All		All		All		All		All	
PA	Allentown	Sander Power Equipment	(610)391-0423	2125	13	3201	47						
PA	Carrolltown	Ram Industrial Services, Inc.**	(814)344-6591	2400	140	3312	200	4680	40	5660	85	7060	110
PA	Malvern	ITT Water & Wastewater	(610)647-6620	All		All		All		All		All	
PA	Trevose	Sander Power Equipment	(215)322-4280	2290	110	3300	88	4680	40	5680	85		
PA	Winfield	Ram Industrial Services, Inc.**	(570)524-4411	2400	140	3300	88	4680	40	5680	85		
PR	Caguas	INECO	(787)286-3125	2290	110	3400	215	4680	40				
TN	Murfreesboro	Nedrow & Associates	(615)867-7576	2400	140	3300	88	4660	40	5660	77		

Pumpen Intelligenz.

TWO-YEAR 100% NON-PRORATED WARRANTY ON WILO MIXERS FOR MUNICIPAL USE

WILO-EMU USA, LLC provides a two (2) year 100% NON-PRORATED Warranty against specified defects as set forth below for submersible mixers used in permanent installations in accordance with and subject to all requirements of the Wilo product line catalog and/or Operating-Instruction Manual, when such installations are operated under normal conditions mixing wastewater at ambient temperature. Normal conditions specifically include a maximum of 15 starts per hour on constant speed installations or unlimited starts per hour on variable speed installations. This Limited Warranty may apply at the sole discretion of WILO-EMU USA, LLC to mixers that handle abrasive and/or corrosive liquids.

This Warranty includes, without limitation, normal wear and tear of propellers and other consumable parts.

This warranty does not cover any failure caused by lightning, single-phasing, incorrect voltage, other defects or interruptions in the power supply or by splicing the electrical cable between the control panel and the Wilo mixer. Electrical schematics and start-up reports satisfactory to WILO-EMU USA, LLC are required from purchaser for consideration of any claim under this Limited Warranty.

WILO-EMU USA, LLC's sole obligation shall be to either repair, modify or replace (i.e. correct), at it's sole discretion, Wilo mixers if a warranted defect is confirmed by WILO-EMU USA, LLC inspection after such mixers are returned with electrical cable attached, prepaid, to WILO-EMU USA, LLC. Repaired mixers will be returned to the owner freight collect.

Wilo mixers received by WILO-EMU USA LLC within two (2) years from original shipment date to customer and found to be defective as referenced above will be corrected as referenced in the previous paragraph at no charge for parts or labor.

THIS LIMITED WARRANTY BY WILO-EMU USA, LLC IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ONE IS AUTHORIZED BY WILO-EMU USA, LLC TO EXTEND OR ALTER THE TERMS OF THIS LIMITED WARRANTY. WILO-EMU USA, LLC ASSUMES NO LIABILITY FOR LOSS OF USE OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND IN RESPECT TO THE USE OF WILO EQUIPMENT.

Electrical control panels and accessory items other than Wilo mixers furnished by WILO-EMU USA, LLC are covered by a Limited Warranty for a period of one (1) year from date of original shipment, subject to the conditions, limitations, and disclaimers stated above, for replacement of defective materials, provided such items are returned freight prepaid to WILO-EMU USA, LLC and are determined by WILO-EMU USA, LLC to be defective in its sole discretion.

This Limited Warranty shall not apply to any Wilo mixers, electrical control equipment, or other items furnished which have been repaired by other than WILO-EMU USA, LLC personnel, or its authorized service

Member of HI

WILO-EMU USA LLC
• 86 Genesis Parkway, Thomasville, GA 31792
Phone: 866-476-0323 • Fax: 866-293-4348
Website: www.wilo-emu-usa.com • E-mail: info@wilo-emu.com

WARRANTY

ITT Flygt warrants the ITT Flygt manufactured products to the original end user against defects in workmanship or material under normal use and service in compliance with the requirements of the ITT Flygt Catalogue, Technical Manual, Specifications, and Care and Maintenance Manual relative to the product.

ITT Flygt's sole obligation under this warranty shall be to repair, replace or grant a credit reimbursement, at ITT Flygt's discretion, through its warranty processing procedures for defective products when returned prepaid to ITT Flygt and upon ITT Flygt's exclusive examination found to be defective. Parts and repairs due to abnormal or abusive wear and tear are excluded. Products repaired or replaced under this warranty will be returned freight collect.

The warranty period is as follows:

- ITT Flygt BS, DS, CS and HS pumps are warranted for six (6) months from date of installation or twelve (12) months from date of shipment, whichever occurs first.
- All other Flygt manufactured products are warranted for twelve (12) months from date of installation or eighteen (18) months from date of shipment, whichever occurs first.
- Repairs done by ITT Flygt service personnel are warranted for three (3) months from date of repair. The warranty is limited only to the repaired and/or replaced components.
- Spare parts shipped separately and not installed by ITT Flygt, are warranted for thirty (30) days from date of shipment.

Electrical system schematics (including Bills of Material) and/or general layout arrangement of the installation may be required to support any warranty claim.

Warranty shall not apply to any other product or part of product which has been subjected to: accident, negligence, operated and/or installed and/or used in a manner contrary to ITT Flygt's printed instructions or damaged due to defective power supply, improper electrical protection or faulty installation or repair.

Equipment manufactured or supplied by others, sold by ITT Flygt, and not incorporated in Equipment manufactured and sold by Flygt, shall bear only the warranty given to the Company by the manufacturer or supplier of the Equipment.

ITT Flygt neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its equipment. The company's liability as stated herein cannot be altered, enlarged or extended except in writing by an officer of the company.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, CONDITIONS OR LIABILITIES, EXPRESSED OR IMPLIED BY THE COMPANY OR ITS REPRESENTATIVES. ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BUT EXCLUDING WARRANTY OF TITLE, ARE HEREBY EXPRESSLY NEGATED AND EXCLUDED.

IN NO EVENT SHALL ITT FLYGT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT BASED UPON OR RESULTING FROM ITT FLYGT'S NEGLIGENCE ON ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR ANY OBLIGATION RESULTING THEREFROM. ITT FLYGT'S ENTIRE LIABILITY ON ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE, FOR ANY CAUSE (WHETHER AS TO EQUIPMENT DELIVERED OR NOT DELIVERED), THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, USE OF, OR INABILITY TO USE ANY EQUIPMENT OR OTHER ITEM WITHIN THE SCOPE OF THE CONTRACT - WHETHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL OR FROM ANY OTHER CAUSE INCLUDING BUT NOT LIMITED TO ACTIONS FOUNDED UPON NEGLIGENCE OR BREACH OF CONTRACT SHALL, IN NO EVENT, EXCEED THE REPAIR OR REPLACEMENT VALUE, WHICHEVER IS LOWER, OF THE PARTICULAR COMPONENT INVOLVED.

THE COMPANY'S OBLIGATION TO REPAIR OR REPLACE EQUIPMENT IN ACCORDANCE WITH THIS WARRANTY, SHALL BE THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY OR FOR NEGLIGENCE.

ITT Flygt
A Division of ITT Industries of Canada Ltd.
Pointe Claire, Québec

FLYGT

ITT FLYGT 5 YEAR OR 10,000 HOURS PUMP WARRANTY
MUNICIPAL PERMANENT WASTE WATER INSTALLATIONS

ITT Flygt warrants to the original End Purchaser that its Pumps are free from defects in Workmanship and materials covering Parts and Labour for a period of:

- five (5) years in Sewage Collection Systems for intermittent pumping (40% duty cycle or less).
- ten thousands (10,000) hours of operation for use in Sewage Collection or Treatment Systems or for more continuous pumping (41% duty cycle or more).

ITT Flygt's obligation under the terms of the Warranty are limited to replacement of defective part(s) and/or labour per the schedule shown below. The original End Purchaser shall be entitled to this provided that the pump(s) with cable(s) attached have been returned, freight paid, to ITT Flygt or an Authorized Service Facility. Cutting blades, plates, grinder systems, wear parts are not included in this Warranty.

The Warranty shall be void if the pump(s) or its part(s) have not been used in accordance with the printed instructions of ITT Flygt or have been damaged wholly or in part by misuse, accident, neglect, faulty electrical system, repair by Unauthorized Service Center, or any other cause beyond the control of ITT Flygt.

The Warranty period shall start at the original shipping date to the date of the pump(s) part(s) are returned to ITT Flygt or any of Flygt's Authorized Service Facilities. In the event the actual months and hours fall into two different categories, the higher numbered category shall apply. Pump(s) or part(s) repaired or replaced will be returned at the cost of the original End Purchaser.

ITT Flygt will bear the cost for such repair or replacement as follows:

Category Number	1	2	3
Months After Shipment	0 - 18	19 - 39	40 - 60
	or	or	or
Hours of Operation	0 - 2999	3000 - 6499	6500 - 10000
ITT Flygt Cost Share	100%	50%	25%

All other standard terms of the ITT Warranty remain unchanged.

YAHOO! MAIL Classic

Print - Close Window

Subject: RE: EMU vs Flygt Mixers

Date: Mon, 18 Aug 2008 11:35:18 -0500

From: "Keller, Jeff" <jkeller@burnsmcd.com>

To: "James Washington" <jpwashington@sbcglobal.net>

Per our phone conversation, you are correct that the mixers run 24/7. This is the case will all mixers in the system. Please note also that there will be 1 spare mixer provided.

Jeff

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

From: James Washington [mailto: jpwashington@sbcglobal.net]
Sent: Monday, August 18, 2008 11:34 AM
To: Keller, Jeff
Subject: EMU vs Flygt Mixers

Jeff:

I have done substantial research in the last couple of weeks on this issue. I'm missing only one piece of information to absolutely solidify my analysis confirming that EMU is the superior buy not even considering that Flygt is $26,000 more money.

I need to know what the duty cycle on the mixers is. My supposition is that mixers run pretty much all the time as opposed to many of the pumps in the system which cycle on and off.

Please keep this inquiry confidential until I have completed my research.

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:
The city council approved the design contract with Burns & McDonnell engineers for the wastewater treatment plant on April 2, 2007. The contract included several phases of the project. Moving ahead to the next phase of the project does not require formal city council approval, however the resident observer portion of the construction phase has become an issue that requires resolution.

2.1 General
2.2 Concept development ($52,400)
2.3 Schematic Design Phase – included in 2.2
2.4 Preliminary Design Phase – included in 2.2
2.5 Final Design Phase ($352,000)
2.6 Bidding or Negotiating Phase ($7,500)
2.7 Construction Phase ($129,000)
2.8 Post-Construction Phase included in 2.7
Total Projected Engineering Fees: $842,900 or 21.1% of construction cost.

In addition to the above fees will be some supplementary services, Survey $15,000 and geotechnical services $15,000. 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, began at $110/hour or $209,733, then negotiated down to $100/hour or $190, 666, the remaining amount covers engineering consultation. Staff feels the rate is too high.

An alternative is to negotiate a contract separately with an inspector specially qualified to do the work or to use the services of MHS for the resident observer ($35-65/hr). A quote was received from a resident observer for $75/hour or a total of $143,000, a potential savings of $47,667.

The resident observer must have the knowledge, skills and special certifications 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. Staff would still prefer a lesser cost option #2 ($143,000) or #3 with MHS for $92,575.

Funding Source: Sewer Fund

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

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 18, 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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of agreements with the Kansas Department of Transportation for receipt of corridor management funding for street projects in Basehor.

Department: Administration and Public Works

Background/Description of Item:
At a meeting with Kansas Department of Transportation (KDOT) officials on March 27, 2008 it was stated that $600,000 in FY 2009 corridor management funds would be made available to the City of Basehor for corridor projects. At the March 17 city council meeting a decision was made to submit the north portion of 150th Street from Craig Road to Parallel as a number one priority.

At the work session on April 14 more discussion took place on the current and projected projects that may be eligible for corridor funds and their priority. At the April 21, 2008 city council meeting a decision was made to put Wolf Creek Parkway from 153rd to 150th Street as #1 priority with a request for $500,000 in funding and #2 priority as 150th Street from Craig Road north to Parallel and request $100,000 in funding.

KDOT reviewed and approved the requested projects. The attached agreements will provide reimbursement of 67% of the total actual costs (right of way acquisition and construction) up to a maximum amount of $100,000 for 150th Street (Agreement No. 225-08) and a maximum amount of $500,000 for Wolfcreek Parkway (Agreement No. 224-08).

Funding Source: Transportation, TDD and Corridor Management Funds

Recommendation: Approve Agreements No. 224-08 ($500,000) and No. 225-08 ($100,000) with the Kansas Department of Transportation for construction and right of way acquisition projects with funding in the total amount of $600,000 and authorize the mayor to sign the necessary documents.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 18, 2008

Carl Slaugh

From: David Gurss [dgurss@ksdot.org]
Sent: Wednesday, July 30, 2008 3:58 PM
To: Carl Slaugh (cityadm@cityofbasehor.org)
Cc: Thomas Dow; Michael Moriarty; Jim Pickett; David Gurss
Subject: KDOT agreements
Attachments: KDOT agreement Wolf Creek Pkwy 2008 07 30.pdf; KDOT agreement 150th St 2008 07 30.pdf

July 30, 2008

Carl Slaugh, City Administrator
City of Basehor
2620 N. 155th St.
P.O. Box 406
Basehor, KS 66007

Re: Corridor Management funds

Dear Mr. Slaugh:

We have reviewed your applications for KDOT Corridor Management funds to assist with the above referenced road projects. The attached agreements provide that the Kansas Department of Transportation will reimburse the City of Basehor up to a maximum of $500,000 for Wolf Creek Parkway and $100,000 for 150th Street.

The following items are attached for your review and consideration:

- Wolf Creek Parkway – Agreement No. 224-08; Project No. KA-1451-01
- 150th St. -- Agreement No. 225-08; Project No. KA -1456-01
- Special Attachment No. 1 – Civil Rights Act of 1964
- Contractual Provisions Attachment (Form DA-146a)

If you have questions, or wish to propose additional or substitute language, please contact me at 785-296-3267 or dgurss@ksdot.org.

If the agreements are satisfactory, make three original documents of each agreement for your Chairman's signature and mail the signed copies to me for our Secretary's signature. Please attach a copy of Special Attachment No. 1 and the Contractual Provisions Attachment to all agreements.

Thank you for the City of Basehor's participation in the US-24/40 Corridor Study. We look forward to working with the City on implementation of the adopted study.

Sincerely,

David E. Gurss

David E. Gurss
Transportation & Land Use Planning Coordinator
Kansas Department of Transportation
Bureau of Transportation Planning
700 SW Harrison St., 2nd Floor
Topeka, KS 66603
Office (785) 296-3267
Cell (785) 217-4677
Email: dgurss@ksdot.org

PROJECT NO. (US) 24-52 KA-1451-01

RIGHT OF WAY ACQUISITION AND REVERSE FRONTAGE ROAD CONSTRUCTION

CITY OF BASEHOR, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation**, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and

City of Basehor, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: Secretary has authorized a Non-National Highway System city street right of way and construction project, hereinafter referred to as the "Project." Secretary and City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. City desires to construct the Project parallel to US-24 on Wolf Creek Parkway in the City between the intersection of US-24 and 150th Street and US-24 and 153rd Street. Cities, under certain circumstances, are entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such aid, such work is required to be done in accordance with the laws of Kansas.

PROJECT: Secretary and City desire to enter into this Agreement for right of way acquisition and construction of the Project, which is described as follows:

Right of way acquisition and construction of new two-lane, reverse frontage roads with asphalt, curb and gutter, storm sewer, sidewalk one side and street lights, between the intersection of US-24/40 and 150th Street and US-24 and 153rd Street in conformance with the KDOT Corridor Management Policy.

EFFECTIVE DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on _____ _____, 2008.

ARTICLE I

SECRETARY AGREES:

1. To provide technical information upon request to help City acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the

Office of Chief Counsel of the KDOT such that City may obtain participation of State funds in the cost of the Project.

2. To reimburse City for sixty-seven percent (67%) of the total actual costs of right of way acquisition and construction (which includes the costs of all construction contingency items), but not to exceed a maximum reimbursement of $500,000. Secretary shall not be responsible for any right of way acquisition and construction (which includes the costs of all construction contingency items) costs that exceed $750,000. Secretary agrees to make partial payments to City for amounts not less than $1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by City that the Project is being constructed within substantial compliance of the plans and specifications. Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and construction engineering for the Project.

ARTICLE II

CITY AGREES:

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and City's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by Secretary. City agrees to furnish Secretary one (1) set of plans for his or her records. City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in

paragraph 2 above. Contracts between City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above.

4. City and any consultant retained by City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, City, or other political subdivision, nor the traveling public. Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or City.

5. A duly appointed representative of City is authorized to sign for City any or all routine reports as may be required or requested by Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

6. It will, in its own name as provided by law, acquire by purchase, dedication or condemnation all of the right of way, easements and access rights shown on the final design plans in accordance with the schedule established by KDOT. City agrees the necessary right of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. City shall certify to Secretary, on forms provided by the Bureau of Local Projects, such right of way, easements and access rights have been acquired. City further agrees they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

7. To contact Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform

Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

8. To provide all legal descriptions required for right of way acquisition work. City further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. City agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by Secretary.

9. If federal funds are used in the acquisition of the right of way, any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by Secretary.

10. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public right of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by City except as provided by state and federal laws.

11. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. City further agrees to certify to Secretary on forms supplied by Secretary all utilities are required to be moved prior to construction have either been moved or a date provided by City as to when, prior to construction, they will be moved. City will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order to ensure the contractor shall not be delayed in construction of the Project. City will indemnify, hold harmless, and save Secretary and the construction contractor for damages incurred by Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

12. To certify to Secretary all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the

cost of future adjustments or relocations that may be required as a result of street or highway improvements.

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by Secretary. City further agrees to administer the construction of the Project in accordance with the final design plans, the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by Secretary and City.

15. To require the contractor to pay prevailing wages. City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. City will obtain the mandatory Required Contract Provisions from KDOT and incorporate it into the construction contract. City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance, Topeka, Kansas.

16. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, City will defend, indemnify, hold harmless, and save Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by City, City's employees, agents, or subcontractors. City shall not be required to defend, indemnify, hold harmless, and save Secretary for negligent acts or omissions of Secretary or his or her authorized representatives or employees.

17. To require the contractor to indemnify, hold harmless, and save Secretary and City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If Secretary or City defends a third party's claim, the contractor shall indemnify Secretary and City for damages paid to the third party and all related expenses either Secretary or City or both incur in defending the claim.

18. To provide the construction inspection in accordance the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

19. To be responsible for thirty-three percent (33%) of the total actual costs of right of way and construction (which includes the costs of all construction contingency items), up to $250,000. In addition, City agrees to be responsible for one hundred percent (100%) of the right of way and construction (which includes the costs of all construction contingency items) costs exceeding $750,000. City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, utility adjustments, and construction engineering for the Project.

20. To be responsible for one hundred percent (100%) of any Project costs incurred by City for the Project prior to the funding for the Project being authorized, obligated, and approved by Secretary.

21. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

22. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

23. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks are

discovered on right of way, easements and access rights acquired by City. City shall be responsible to Secretary for all damages, fines or penalties, expenses, claims and costs incurred by Secretary from any hazardous waste site discovered on right of way, easements and access rights acquired by City prior to commencement of construction of the Project. City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. City will investigate any and all hazardous waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, City shall hold harmless, defend and indemnify Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by law.

City, by signing this Agreement with Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any right of way, easements, and access rights acquired by City. City reserves the right to bring any action against any third party for any hazardous waste site on any right of way, easements, and access rights acquired by City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the hazardous waste site is located.

24. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

25. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by Secretary.

26. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within City other than those shown on the final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from Secretary.

27. To control the construction or use of any entrances along the Project within City including those shown on the final design plans.

28. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of Secretary.

29. To participate and cooperate with Secretary in an annual audit of the Project. City shall make its records and books available to representatives of Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by City for items considered non-participating, City shall promptly reimburse Secretary for such items upon notification by Secretary.

30. To provide Secretary an accounting of all actual non-participating costs which are paid directly by City to any party outside of the KDOT and all costs incurred by City not to be reimbursed by the KDOT for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable Secretary to report all costs of the Project to the legislature.

31. When the Project is completed and final acceptance is issued, it will, at its own cost and expense, maintain the Project, and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

32. If it cancels the Project, it will reimburse Secretary for any costs incurred by Secretary prior to the cancellation of the Project. City agrees to reimburse Secretary within thirty (30) days after receipt by City of Secretary's statement of the cost incurred by Secretary prior to the cancellation of the Project.

ARTICLE III

THE PARTIES MUTUTALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by City and must be in conformity with the latest version, as adopted by Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by Secretary, acting on his or her own behalf or on behalf of the Federal Highway Administration, the total cost of these items will be paid for by City.

4. Representatives of Secretary may make periodic inspection of the Project and the records of City as may be deemed necessary or desirable. City will direct or cause its contractor to accomplish any corrective action or work required by Secretary's representative as needed for a determination of federal participation. Secretary does not undertake (for the benefit of City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. It is the policy of Secretary to make final payments to City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require City to comply in accordance with those standards.

Secretary may pay the final amount due for authorized work performed based upon City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. Secretary and City agree as the "Single Audit Report" becomes available for the reimbursement period, Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. City agrees if payment has been made to City for items subsequently found to be not eligible for reimbursement by audit, City will refund to Secretary the total amount of monies paid for same.

City agrees to comply with all appropriate state and federal laws and regulations

for this Project.

6. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary, City, and their successors in office.

8. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

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

Signature Page Immediately Follows.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF BASEHOR, KANSAS

_____
CITY CLERK

_____
MAYOR

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

BY:_____
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

PROJECT NO. 52 KA-1456-01

RIGHT OF WAY ACQUISITION AND ROAD CONSTRUCTION

CITY OF BASEHOR, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation**, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and

City of Basehor, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: Secretary has authorized a Non-National Highway System city street right of way and construction project, hereinafter referred to as the "Project." Secretary and City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. City desires to construct the Project on 150th Street from Craig Street north to Parallel Avenue in Basehor, Kansas. Cities, under certain circumstances, are entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such aid, such work is required to be done in accordance with the laws of Kansas.

PROJECT: Secretary and City desire to enter into this Agreement for right of way acquisition and construction of the Project, which is described as follows:

Right of way acquisition and construction of a new two-lane, reverse frontage road with asphalt, curb and gutter, storm sewer, sidewalk one side and street lights, on 150th Street from Craig Street north to Parallel Avenue in conformance with the KDOT Corridor Management Policy.

EFFECTIVE DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on _____, 200__.

ARTICLE I

SECRETARY AGREES:

1. To provide technical information upon request to help City acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the

Office of Chief Counsel of the KDOT such that City may obtain participation of State funds in the cost of the Project.

2. To reimburse City for sixty-seven percent (67%) of the total actual costs of right of way acquisition and construction (which includes the costs of all construction contingency items), but not to exceed a maximum reimbursement of $100,000. Secretary shall not be responsible for any right of way acquisition and construction (which includes the costs of all construction contingency items) costs that exceed $150,000. Secretary agrees to make partial payments to City for amounts not less than $1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by City that the Project is being constructed within substantial compliance of the plans and specifications. Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and construction engineering for the Project.

ARTICLE II

CITY AGREES:

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and City's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by Secretary. City agrees to furnish Secretary one (1) set of plans for his or her records. City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in

paragraph 2 above. Contracts between City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above.

4. City and any consultant retained by City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, City, or other political subdivision, nor the traveling public. Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or City.

5. A duly appointed representative of City is authorized to sign for City any or all routine reports as may be required or requested by Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

6. It will, in its own name as provided by law, acquire by purchase, dedication or condemnation all of the right of way, easements and access rights shown on the final design plans in accordance with the schedule established by KDOT. City agrees the necessary right of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. City shall certify to Secretary, on forms provided by the Bureau of Local Projects, such right of way, easements and access rights have been acquired. City further agrees they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

7. To contact Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform

Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

8. To provide all legal descriptions required for right of way acquisition work. City further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. City agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by Secretary.

9. If federal funds are used in the acquisition of the right of way, any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by Secretary.

10. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public right of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by City except as provided by state and federal laws.

11. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. City further agrees to certify to Secretary on forms supplied by Secretary all utilities are required to be moved prior to construction have either been moved or a date provided by City as to when, prior to construction, they will be moved. City will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order to ensure the contractor shall not be delayed in construction of the Project. City will indemnify, hold harmless, and save Secretary and the construction contractor for damages incurred by Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

12. To certify to Secretary all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the

cost of future adjustments or relocations that may be required as a result of street or highway improvements.

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by Secretary. City further agrees to administer the construction of the Project in accordance with the final design plans, the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by Secretary and City.

15. To require the contractor to pay prevailing wages. City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. City will obtain the mandatory Required Contract Provisions from KDOT and incorporate it into the construction contract. City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance, Topeka, Kansas.

16. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, City will defend, indemnify, hold harmless, and save Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by City, City's employees, agents, or subcontractors. City shall not be required to defend, indemnify, hold harmless, and save Secretary for negligent acts or omissions of Secretary or his or her authorized representatives or employees.

17. To require the contractor to indemnify, hold harmless, and save Secretary and City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If Secretary or City defends a third party's claim, the contractor shall indemnify Secretary and City for damages paid to the third party and all related expenses either Secretary or City or both incur in defending the claim.

18. To provide the construction inspection in accordance the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

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20. To be responsible for one hundred percent (100%) of any Project costs incurred by City for the Project prior to the funding for the Project being authorized, obligated, and approved by Secretary.

21. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

22. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

23. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks are

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For any hazardous waste site, including, but not limited to, leaking underground storage tanks, City shall hold harmless, defend and indemnify Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by law.

City, by signing this Agreement with Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any right of way, easements, and access rights acquired by City. City reserves the right to bring any action against any third party for any hazardous waste site on any right of way, easements, and access rights acquired by City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the hazardous waste site is located.

24. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

25. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by Secretary.

26. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within City other than those shown on the final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from Secretary.

27. To control the construction or use of any entrances along the Project within City including those shown on the final design plans.

28. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of Secretary.

29. To participate and cooperate with Secretary in an annual audit of the Project. City shall make its records and books available to representatives of Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by City for items considered non-participating, City shall promptly reimburse Secretary for such items upon notification by Secretary.

30. To provide Secretary an accounting of all actual non-participating costs which are paid directly by City to any party outside of the KDOT and all costs incurred by City not to be reimbursed by the KDOT for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable Secretary to report all costs of the Project to the legislature.

31. When the Project is completed and final acceptance is issued, it will, at its own cost and expense, maintain the Project, and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

32. If it cancels the Project, it will reimburse Secretary for any costs incurred by Secretary prior to the cancellation of the Project. City agrees to reimburse Secretary within thirty (30) days after receipt by City of Secretary's statement of the cost incurred by Secretary prior to the cancellation of the Project.

ARTICLE III

THE PARTIES MUTUTALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by City and must be in conformity with the latest version, as adopted by Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by Secretary, acting on his or her own behalf or on behalf of the Federal Highway Administration, the total cost of these items will be paid for by City.

4. Representatives of Secretary may make periodic inspection of the Project and the records of City as may be deemed necessary or desirable. City will direct or cause its contractor to accomplish any corrective action or work required by Secretary's representative as needed for a determination of federal participation. Secretary does not undertake (for the benefit of City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. It is the policy of Secretary to make final payments to City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require City to comply in accordance with those standards.

Secretary may pay the final amount due for authorized work performed based upon City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. Secretary and City agree as the "Single Audit Report" becomes available for the reimbursement period, Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. City agrees if payment has been made to City for items subsequently found to be not eligible for reimbursement by audit, City will refund to Secretary the total amount of monies paid for same.

City agrees to comply with all appropriate state and federal laws and regulations

for this Project.

6. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary, City, and their successors in office.

8. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

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

Signature Page Immediately Follows.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF BASEHOR, KANSAS

_____
CITY CLERK

_____
MAYOR

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

BY:_____
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

Special Attachment No. 2

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

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

Nondiscrimination Clauses

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

(1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

(5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the consultant under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.

(9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider authorizing repairs to curbs in the Pin Oak Subdivision.

Department: Public Works

Background/Description of Item:
Residents in the Pin Oaks subdivision have complained about the condition of the curbs. Staff recognized that the curbs were deteriorating, but felt it would be better to prepare a list of all street maintenance projects and be able to prioritize projects according to objective measures.

The city council approved July 7, 2008 a proposal by MHS Engineers to prepare a pavement management plan that would incorporate road and curb conditions and aid in setting priorities.

j. Consider a pavement management proposal from MHS Engineers.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to retain MHS Solutions to accept the pavement management proposal by MHS Solutions as submitted not to exceed $13,000. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

Gene Myracle obtained a bid from Brian Pelanske for approximately 250 LF of curb and gutter replacement in Pin Oaks for an estimated amount of $7,312.50 or about $29.00/LF.

Funding Source: Transportation

Recommendation: Consider the option of replacing portions of curbs in the Pin Oak subdivision.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 18, 2008

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE 7 PERTAINING TO THE NUMBER OF COUNCILMEMBERS NEEDED TO CONSTITUTE A QUORUM TO CONDUCT BUSINESS

SECTION 1. Pursuant to the provisions of Article 12, Section 5, of the constitution of the State of Kansas, the City of Basehor, Kansas does hereby repeal Charter Ordinance 7, which Ordinance requires that four of the five council members be present to conduct business. Once this Ordinance becomes effective, the City will abide by the statutory requirement of having three council members present at any meeting to conduct business.

SECTION 2. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 3. This Charter Ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the Ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

ADOPTED BY THE GOVERNING BODY, BY NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECTED, AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE __18____ DAY OF AUGUST, 2008.

_____
CHRIS GARCIA, Mayor

ATTEST:

_____
MARY A. MOGLE, City Clerk

APPROVED AS TO FORM:

_____
PATRICK G. REAVEY, City Attorney

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."

Base Fee:	19,459.06
Plumbing Fee:	849.00
Elect. Fee:	1,063.80
HVAC Fee:	737.75
Plan Review Fee:	13,721.25
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 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 is waiting on the invoice. If this fee were waived the city would still be liable for the estimated fee of $13,721.25.

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

USD 458 has asked what jurisdiction the city has over school construction. Many cities do not conduct building inspections on school construction. The county does not have building codes so they will not provide any inspection. If the fees are waived the question will need to be addressed if the city should still perform inspections.

A survey of many cities in the area shows that most of the larger cities do charge fees and conduct inspections of school projects. Building inspections provide a measure of added assurance that the building is constructed according to design standards.

Funding Source: Planning

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

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 18, 2008

I have emailed my question regarding permit fees and inspections to the members of the Heart of America Chapter of the ICC and I have received several responses which follow below.

Here are the questions that I asked:

As far as public schools go:

1. Would you as a City have any permit fees concerning schools?
2. Would you as a City provide inspections for the school?
3. Plan review, would you as a City provide plan review for the school?

Wichita

In Wichita, it's yes to all 3, unless it's State property such as Wichita State University, then it's out of our jurisdiction. The public schools have to go through the same process here as all commercial projects.

Matthew B. Lee
Plans Examiner
City of Wichita
MLee@Wichita.gov
voice: 316-268-4477
fax: 316-858-7346
455 N. Main
Wichita, KS 67202

Lenexa

Mark I require the same for schools as I do any other construction in Bonner Springs. In return I do plan review inspections and charge them for a building permit.

Yes, we treat them just like any other project.

Jim Jorgensen PE, CBO
Building Codes Administrator
12350 West 87th Street Parkway
Lenexa, Kansas 66212
913/477-7701
jjorgensen@ci.lenexa.ks.us

Belton

The City of Belton, MO performs plan reviews and inspections for all school district projects that would require a permit. Permit fees are calculated and presented to the Board of Aldermen for action. It has been standard practice to waive the fees.

Mark Polk
City Inspector
Belton MO

Concordia

Mark,
The City of Concordia does not charge fees for the local school district but we do everything else administratively as required by the building code; plan review, permitting and inspections.
Bruno

Pittsburg

Mark:
The answer to all of your questions below is yes we provide all of those. However, since we have a state University, we have no jurisdiction there or anyother state facility.

Andrew J. Huyett
Building Official
City of Pittsburg
Pittsburg, Kansas 66762
620-231-4170

Larned

We still issue permits and do inspections however all of the permits are at No Charge - but it seems to me that code should be followed as they are even more responsible due to the occupancy ----we require plans submitted just as for anyone else - stamped and approved by an architect - like I said only the cost is waved for the school district --Frieda City of Larned

---

Prairie Village

Mr. Lee,

Within our jurisdiction we do perform plan review, charge a permit fee and perform inspections for the schools.

Jim Brown, C.B.O.
Building Official
City of Prairie Village
7700 Mission Rd
Prairie Village, KS 66208
913-381-6464 x4202
jbrown@pvkansas.com

Wichita

Mark:

In regards to the City of Wichita, yes to all three questions. Central Inspection (Building Dept) collects both plan review and building permit fees (as well as associated trade fees) and performs project reviews and inspection of the construction process from start to completion.
If you have any questions, let me know.

Thanks.

Overland Park

Hi Mark,

In Overland Park schools are treated the same as all other commercial projects - same permit fees, inspections and plan review. The only thing we do slightly different, we will work with the schools on ensuring they are up to code and ready to open on time for the school year.

Hope this helps in some manner~
Good luck with your project!

Ruth Hamel
Building Safety
City of Overland Park
913/895-6232

Sedgwick County

Sedgwick county fire Department does charge school districts (public and non-public) plan review fee based upon the project valuation excluding land cost. We do inspect schools annually as required by state law. We do not have any fire code permits that would be applicable to schools or school districts

Division Chief Walter Rooney
Sedgwick County Fire Department
316-660-34**73** (office) 316-660-34**74**(fax)

Andover

My answer in the city of Andover would be yes to all of your questions...Kirk

---

Johnson County

Mark,

We have always required a permit, required inspections and plan review, and charged plan review and permit fees.

Some school districts will fly the smoke screen that they are exempt from local oversight, but they aren't. You need to remind your city council that this is the single most important construction project in your city and if you don't look at it nobody will, because the state doesn't.

Kansas City, Kansas

Mark, answers to your question below for Kansas City, Kansas

1. Would you as a City have any permit fees concerning schools ? **Yes for local schools- same as our normal fee schedule. If it was a state owned school such as college we would have no jurisdiction unless there was a mutual/contract agreement**

2. Would you as a City provide inspections for the school ? **Yes for local schools. If it was a state owned school such as college we would have no jurisdiction unless there was a mutual/contract agreement**
3. Plan review, would you as a City provide plan review for the school ? **Yes for local schools. If it was a state owned school such as college we would have no jurisdiction unless there was a mutual/contract agreement**

Greg Talkin

Wichita

Wichita treats the school as any other person/business, so yes to all.

Julie Irvin
Neighborhood Field Inspection Supervisor
Office of Central Inspection, City of Wichita
316-268-4481 Office
316-312-5557 Cell
316-268-4663 Fax

Leawood

1. Would you as a City have any permit fees concerning schools ? - YES
2. Would you as a City provide inspections for the school ? - YES
3. Plan review, would you as a City provide plan review for the school ? - YES

Eirene Oliphant, Master Code Professional
Building Official
City of Leawood
4800 Town Center Dr
Leawood, KS 66211
(913) 339-6700, ext. 171 Voice
(913) 339-6736 Fax
(913) 238-5321 Mobile
<mailto:eireneo@leawood.org>

Bel Aire

Mark:

The City of Bel Aire requires that the State Fire marshal, County fire Department, and the City review all school plans. I believe there is a Kansas Statue that requires the State fire marshal to do a plan review. Permits, inspection and fees are required and possible special inspectors as discussed in chapter 17 of the building code.

Good luck,

Keith

Keith Price

Community Developmentbldginsp@belaireks.gov

316-744-2451 Ext 120 Fax 316-744-3739

Lawrence

Yes to all three questions.

Barry Walthall, Building Safety Manager - bwalthall@ci.lawrence.ks.us
Planning & Development Services Department | City of Lawrence, KS
P. O. Box 708, Lawrence, KS 66044
office (785) 832-3101 fax (785) 832-3110

Wamego

Mark,

The City of Wamego has historically charged permit fees, conducted inspections and provided plan review for the local school district's building projects.

I hope this info is helpful.

Mac Campbell
Building Official/Director of Operations
City of Wamego

St. Joseph, Mo

Yes to all three questions, except we do not charge the school district for their permits.

Tad Hopkins
Building Development Supervisor
City of St Joseph, MO

Lansing

Mark

In response to your question "Are school districts subject to permit fees and inspection?" The answer is simply, yes. School districts are subject to the permitting process and subsequent fees. The only entities exempt from the process are for State and Federal installations. When USD 469 constructed the new elementary school they were charged a permit fee of $99,000. They were also responsible for third party inspection fees.

John Jacobson

Community Development Superintendent

City of Lansing

(913) 727-2400

Gardner

Mark,

Yes to all three. We conduct plan review, inspections and access all fees. We've built 4 new schools since I have been in Gardner dating back to 2001. There has been no issue with the school district. Remember the state does not conduct inspections and they do not conduct a complete plan review. In fact I was surprised how little of a review they do conduct. Schools are community building and subject to much more than just education so it is just for any building department to regulate.

Jim

Garden City

Mark

Yes to all three questions

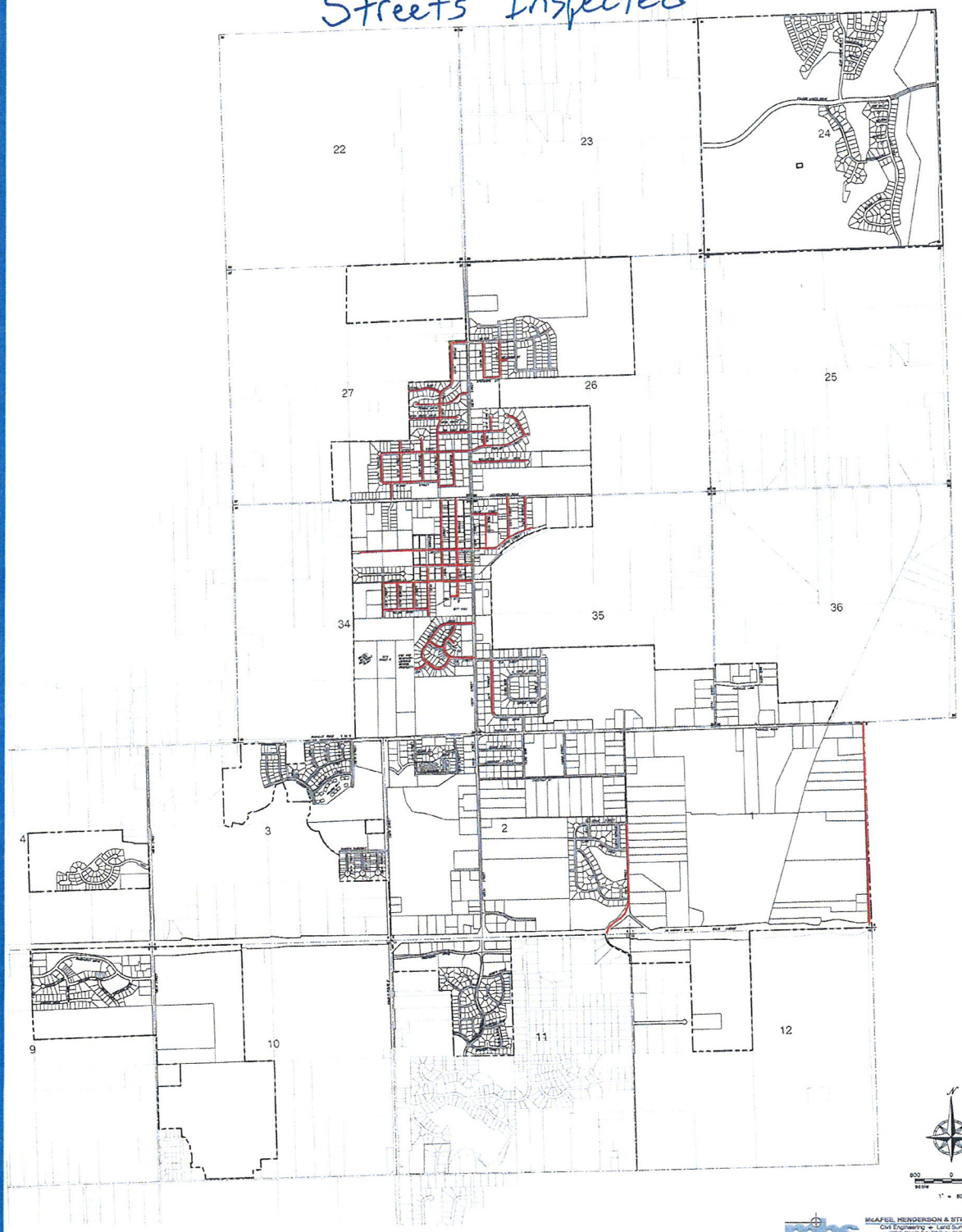
My email must be haywire but I am the Building Official in Garden City

Kent Hamlin

City of Basehor

Street Map

Streets Inspected

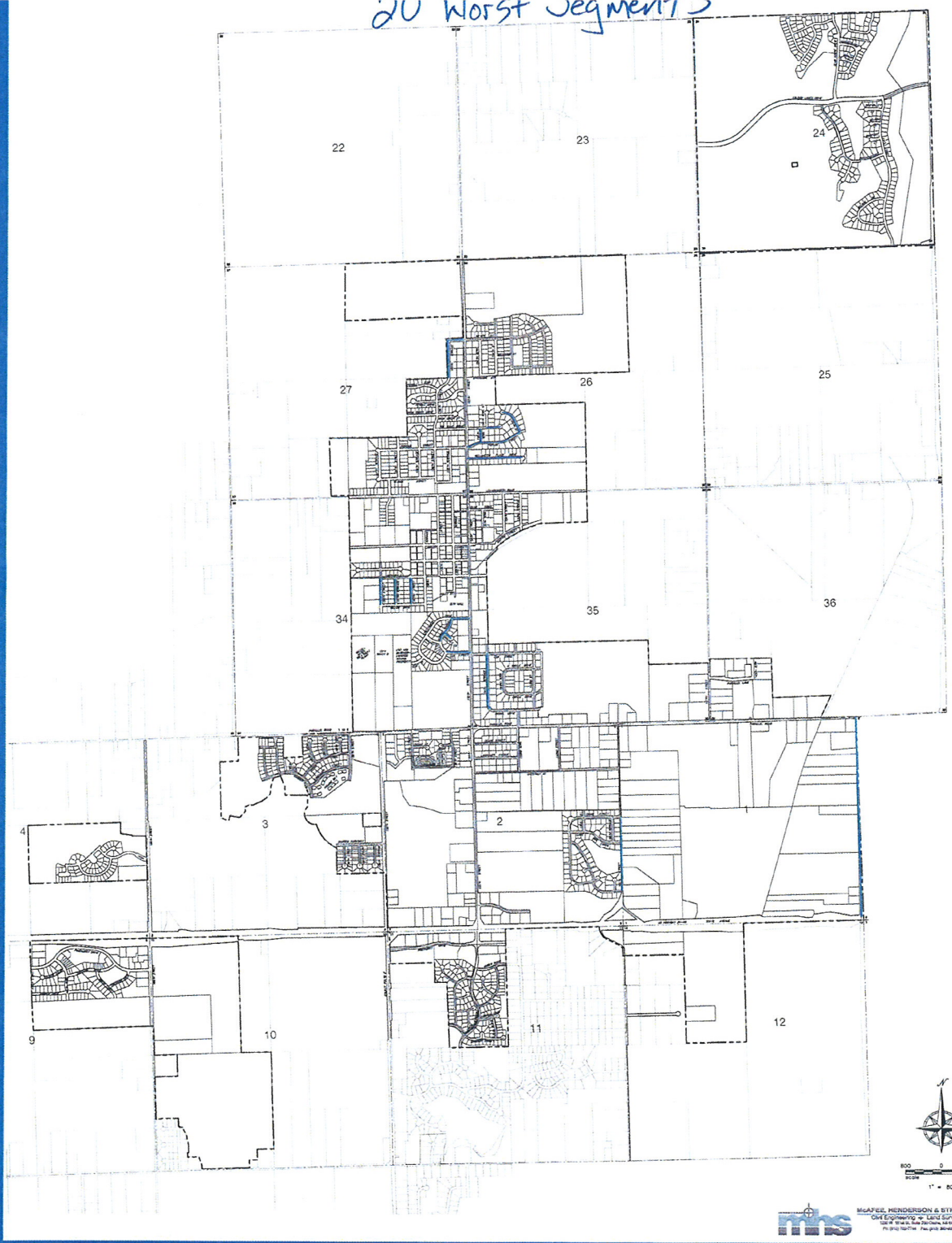


McAFEE, HENDERSON & STRICK, INC.
Civil Engineering • Land Surveying

City of Basehor

Street Map

20 Worst Segments

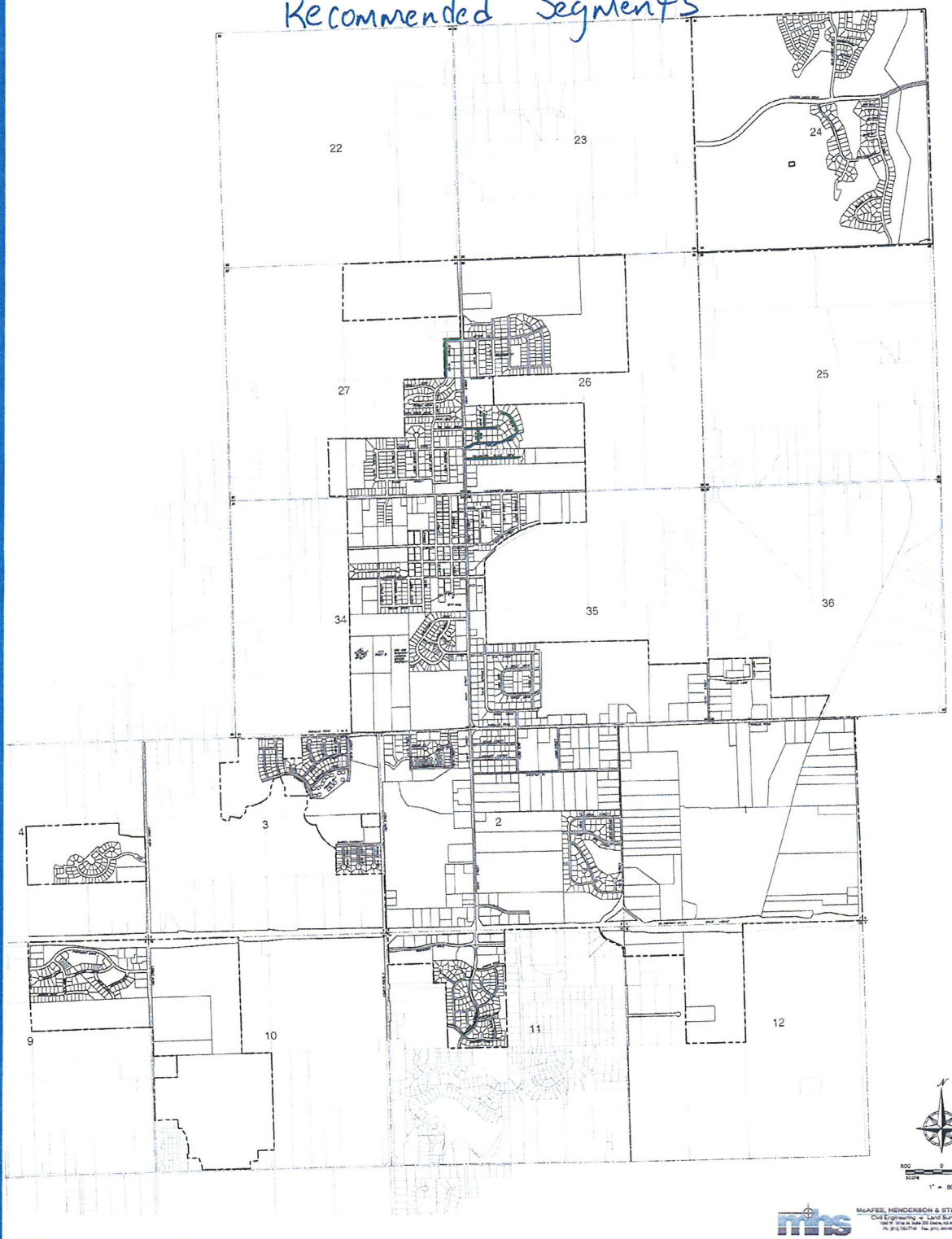


McAFEE, HENDERSON & STRICK, INC.
Civil Engineering • Land Surveying

City of Basehor

Street Map

Recommended Segments



McAFEE, HENDERSON & STRICK, INC.
Civil Engineering + Land Surveying

Segment ID	Street Name	From	To	Cul-de-Sac Dia.	Length	Width	Number of Lane	Median Width	Classification	Surface Type	Patching Estima	Cross Slope	Inventory PCI
2601	Wellington Plac	155th Street	Cul-De-Sac	80	1250	28	2		Residential	Asphalt		Adequate	69
2701	Meyer Drive	155th Terrace	155th Street		358	18	2		Residential	Chip Seal	40	Non Adequate	70
3436	157th Terrace	Willow Drive	Hickory Street		601	28	2		Residential	Asphalt	0	Adequate	70
3405	Walnut Court	155th Terrace	Cul-de-Sac	70	201	28	2		Residential	Asphalt		Adequate	71
2609	Pin Oak Drive	154 Terrace Co	Cul-de-Sac	77	296	27	2		Residential	Asphalt		Adequate	72
2602	Poplar Street	155th Street	154th Terrace		330	28	2		Residential	Asphalt		Adequate	73
3435	157th Street	Willow Drive	Hickory Street		603	28	2		Residential	Asphalt	0	Adequate	73
3406	Crestwood Driv	155th Terrace	155th Street		429	28	2		Residential	Asphalt		Adequate	74
2605	154th Street	Poplar	Cul-de-Sac	79	642	28	2	22	Residential	Asphalt	28	Adequate	75
2606	154th Terrace	Poplar	Pin Oak Drive		330	28	2		Residential	Asphalt	30	Adequate	75
101	142nd Street	24/40 Highway	Parallel Road		4511	24	2		Residential	Chip Seal		Adequate	76
3438	158th Street	Willow Drive	Hickory Drive		609	28	2		Residential	Asphalt	10	Adequate	76
3501	154th Terrace	Rickel Drive	Elm Street		1247	22	2		Residential	Asphalt		Adequate	78
2603	Poplar Street	154th Terrace	154th Street		931	28	2		Residential	Asphalt		Adequate	79
201	150th Street	Josh Street	Lake Side Drive		1096	27	2		Collector	Asphalt	20	Adequate	79
203	150th Street	Lake Side Drive	Craig Street		579	27	2		Collector	Asphalt		Adequate	79
3401	Elm Street	155th Terrace	155th Street		556	28	2		Residential	Asphalt		Non Adequate	80
3403	155th Terrace	Walnut Street	Walnut Court		238	28	2		Residential	Asphalt		Adequate	80
3404	155th Terrace	Walnut Court	Crestwood Dri		351	28	2		Residential	Asphalt		Adequate	80
2702	155th Terrace	Iron Creek Sub	Meyer Drive		846	18	2		Residential	Chip Seal		Non Adequate	81
3419	156th Terrace	Dead End	Willow Street		177	28	2		Residential	Asphalt	0	Adequate	81
2608	Pin Oak Drive	154th Terrace	154th terrace C		146	27	2		Residential	Asphalt		Adequate	82
2610	154th terrace C	Pin Oak Drive	Cul-de-Sac	77	339	27	2		Residential	Asphalt		Adequate	82
3504	154th Terrace	Ripley Street	Olive Street		776	18	2		Residential	Asphalt	0	Adequate	83
3402	155th Terrace	Elm Street	Walnut Street		259	28	2		Residential	Asphalt		Adequate	84
3503	154th Street	Martha Street	Leavenworth r		910	21	2		Residential	Asphalt	0	Adequate	84
3420	156th Street	Willow Street	Hickory Street		605	28	2		Residential	Asphalt	0	Adequate	84
2607	Pin Oak Drive	155th Street	154th Terrace		318	27	2		Residential	Asphalt		Adequate	85
3407	Crestwood Driv	Walnut Street	155th Terrace		739	28	2		Residential	Asphalt		Adequate	85
3411	Elm Street	Crestwood Driv	155th Terrace		684	28	2		Residential	Asphalt		Adequate	85
2614	Sycamore Stre	154th Terrace	Ph2 Start of Cu		179	20	2		Residential	Asphalt	10	Adequate	85
2703	Pebble Drive	156th Street	155th Street		713	28	2		Residential	Asphalt		Non Adequate	86
2711	156th Street	Poplar Street	Pin Oak Drive		417	23	2		Residential	Asphalt		Adequate	87
3434	Hickory Street	155th Terrace	155th Street		324	19	2		Residential	Asphalt	0	Adequate	87
3511	Martha Street	153rd Terrace	Dead End		163	12	2		Residential	Asphalt	0	Adequate	87
202	150th Street	24/40 KDOT R/	Josh Street		985	28	2		Collector	Asphalt		Adequate	88
2611	154th Terrace	Sycamore Stre	Meyer Drive		806	20	2		Residential	Asphalt	0	Adequate	90
2723	Pebble Terrace	Temp Cul-de-S	156th Street	80	739	28	2		Residential	Asphalt	10	Adequate	91
2612	154th Street	Sycamore Stre	Meadows Stre		378	28	2		Residential	Asphalt	0	Adequate	92
3502	153rd Terrace	Martha Street	Leavenworth R		742	22	2		Residential	Asphalt	0	Adequate	92
3508	Ripley Street	154th Terrace	Martha Street		221	18	2		Residential	Asphalt	0	Adequate	92
3415	155th Terrace	Ripley Street	Leavenworth R		1152	20	2		Residential	Asphalt	0	Adequate	92

Segment ID	Street Name	From	To	Cul-de-Sac Dia.	Length	Width	Number of Lane	Median Width	Classification	Surface Type	Patching Estima	Cross Slope	Inventory PCI
2712	155th Terrace	Klamm Street	Poplar Street		757	20	2		Residential	Asphalt		Adequate	93
3439	Willow Drive	158th Street	157th Terrace		316	28	2		Residential	Asphalt	15	Adequate	93
3440	Willow Drive	157th Terrace	157th Street		358	28	2		Residential	Asphalt	0	Adequate	93
3441	Willow Drive	157th Street	156th Terrace		311	28	2		Residential	Asphalt	0	Adequate	93
2727	Pin Oak Drive	156th Street	155th Street		706	28	2	10	Residential	Asphalt	0	Adequate	93
2615	Sycamore Stre	Ph2 Start of Cu	154th Street		175	28	2		Residential	Asphalt	0	Adequate	93
3505	Olive Street	155th Street	154th Street		308	19	2		Residential	Asphalt	0	Adequate	93
3506	Olive Street	154th Terrace	Deade End		258	17	2		Residential	Asphalt	0	Adequate	93
3507	Ripley Street	155th Street	154th Terrace		275	18	2		Residential	Asphalt	0	Adequate	93
3417	156th Street	Maple Street	Ripley Street		358	18	2		Residential	Asphalt	67	Adequate	93
3418	156th Street	Ripley street	Leavenworth R		1136	19	2		Residential	Asphalt	0	Adequate	93
2604	Poplar Street	154th Street	Dead End		120	28	2		Residential	Asphalt		Adequate	94
3408	Crestwood Driv	Elm Street	Walnut Street		542	28	2		Residential	Asphalt		Adequate	94
3409	Walnut Street	Crestwood Driv	155th Terrace		351	28	2		Residential	Asphalt		Adequate	94
3432	Hickory Street	156th Terrace	156th Street		320	18	2		Residential	Asphalt	20	Adequate	94
2724	Pebble Drive	Cul-de-Sac	156th Street	100	537	28	2	0	Residential	Asphalt	0	Adequate	94
2726	Iron Creek Cou	156th Street	Cul-de-Sac	100	409	28	2		Residential	Asphalt	0	Adequate	94
2729	156th Street	Iron Creek Driv	Pebble Drive		308	27	2		Residential	Asphalt	0	Adequate	94
2730	156th Street	Pebble Drive	Pebble Terrace		251	28	2		Residential	Asphalt	0	Adequate	94
2731	156th Street	Pebble Terrace	End of iron Cre		381	28	2		Residential	Asphalt	0	Adequate	94
2704	156th Terrace	Klamm Street	Poplar Street		654	27	2		Residential	Asphalt		Adequate	95
3429	Hickory Street	158th Street	157th Terrace		328	22	2		Residential	Asphalt	10	Adequate	95
2710	156th Street	Klamm Street	Poplar Street		764	22	2		Residential	Asphalt		Adequate	96
2717	Klamm Street	156th Street	155th Terrace		340	22	2		Residential	Asphalt		Adequate	96
3426	Ripley Street	Dad End	156th Street		1787	17	2		Residential	Asphalt	0	Non Adequate	96
3431	Hickory Street	157th Street	156th Terrace		304	18	2		Residential	Asphalt	10	Adequate	96
3437	158th Street	Public Works E	Willow Drive		174	28	2		Residential	Asphalt	0	Non Adequate	96
2616	Meadows Stre	154th Street	Start of high Po		175	28	2		Residential	Asphalt	0	Adequate	96
3509	Martha Street	Ripley Street	154th Street		343	17	2		Residential	Asphalt	0	Adequate	96
3510	Martha Street	154th Street	153rd Terrace		427	17	2		Residential	Asphalt	0	Adequate	96
3410	Elm Street	West Dead End	Crestwood Driv		330	28	2		Residential	Asphalt		Adequate	97
2705	156th Terrace	Poplar Street	Cul-de-Sac	100	319	27	2	10	Residential	Asphalt		Adequate	97
2706	157th Street	Klamm Street	Poplar Street		653	24	2		Residential	Asphalt		Adequate	97
2709	157th Street	Leavenworth R	Klamm Street		392	24	2		Residential	Asphalt		Adequate	97
2718	Poplar Street	157th Terrace(	157th Street	50	418	22	2		Residential	Asphalt		Adequate	97
2720	Poplar Street	156th Terrace	156th Street		348	22	2		Residential	Asphalt		Adequate	97
2721	Poplar Street	156th Street	155th Terrace		335	22	2		Residential	Asphalt		Adequate	97
3422	Maple Street	Dead End	156th Terrace		294	16	2		Residential	Asphalt	0	Adequate	97
3424	Maple Street	156th Street	155th Terrace		347	18	2		Residential	Asphalt	0	Adequate	97
3430	Hikcory Street	157th Terrace	157th Street		347	24	2		Residential	Asphalt	0	Adequate	97
2613	154th Street	Meadows Stre	Meyer Drive		414	28	2		Residential	Asphalt	0	Adequate	99
3416	156th Street	Hickory Street	Maple Street		368	18	2		Residential	Asphalt	0	Adequate	99

Segment ID	Street Name	From	To	Cul-de-Sac Dia.	Length	Width	Number of Lane	Median Width	Classification	Surface Type	Patching Estima	Cross Slope	Inventory PCI
2707	157th Street	Poplar Street	Dead End		270	24	2		Residential	Asphalt		Adequate	100
2708	157th Terrace	Klamm Street	Poplar Street		650	25	2		Residential	Asphalt		Adequate	100
2713	Klamm Street	157th Terrace(	157th Street	50	202	24	2		Residential	Asphalt		Adequate	100
2714	Klamm Street	157th Street(so	157th Street(N		218	24	2		Residential	Asphalt		Adequate	100
2715	Klamm Street	157th Street (N	156th Terrace		467	24	2		Residential	Asphalt		Adequate	100
2716	Klamm Street	156th Terrace	156th Street		352	24	2		Residential	Asphalt		Adequate	100
2719	Poplar Street	157th Street	156th Terrace		472	21	2		Residential	Asphalt		Adequate	100
2722	Poplar Street	155th Terrace	155th Street		384	22	2		Residential	Asphalt		Adequate	100
3421	156th Terrace	Hickory Street	Maple Street		374	18	2		Residential	Asphalt	0	Adequate	100
3423	Maple Street	156th Terrace	156th Street		321	19	2		Residential	Asphalt	0	Non Adequate	100
3425	Maple Street	155th Terrace	155th Street		331	22	2		Residential	Asphalt	0	Adequate	100
3427	Ripley Street	156th Street	155th Terrace		343	18	2		Residential	Asphalt	0	Adequate	100
3428	Ripley Street	155th Terrace	155th Street		337	18	2		Residential	Asphalt	0	Adequate	100
3433	Hickory Street	156th Street	155th Terrace		352	19	2		Residential	Asphalt	10	Adequate	100
3442	Holly Street	Dead End	155th Terrace		186	11	1		Residential	Asphalt	4	Adequate	100
2725	Iron Creek Driv	Temp Cul-de-S	156th Street	100	663	27	2		Residential	Asphalt	0	Adequate	100
2728	156th Street	Pin Oak Drive	Iron Creek Driv		348	27	2		Residential	Asphalt	0	Adequate	100
3412	155th Terrace	Holly Street	Hickory Street		343	20	2		Residential	Asphalt	0	Adequate	100
3413	155th Terrace	Hickory Street	Maple Street		356	20	2		Residential	Asphalt	0	Adequate	100
3414	155th Street	Maple Street	Riplaye Street		367	20	2		Residential	Asphalt	0	Adequate	100

2008 Pavement Management Project List
155th Terrace - Iron Creek Subdivision to Meyer Drive
Meyer Drive - 155th Terrace to 155th Street
Wellington Place - 155th Street to East End
Poplar - 155th Street to East End
154th Street - Poplar to Cul-De-Sac
154th Terrace - Popular to Pin Oak
Pin Oak Drive - 154th Terrace Court to East End

Note: