

# Agenda

## Basehor City Council Work Session

February 4, 2013 7:00 p.m.  
Basehor City Hall



1. Discuss Treff Property Agreement
2. Discuss Uniloader Lease Agreement
3. Discuss a Request to Waive Application Fee for Construction on Public ROW
4. Leavenworth County Sewer District No. 3 Discussion
5. Discuss Request to Call a Special Council Meeting on February 19<sup>th</sup>, for the Public Hearing on the Annexation of Briarwood Properties

*Per K.S.A. 75-438 the City Council Meeting agenda is available for review at Basehor City Hall, 2620 North 155<sup>th</sup>*

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 1

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**Topic:** Agreement to remove Cul De Sac on Mr. Treff's property

**Action Requested:** Discuss terms of agreement to remove the cul de sac located in the High Point Downs subdivision on 153<sup>rd</sup> Terr.

**Narrative:** In 2006, a plat was approved for the High Point Downs subdivision and recorded with the Leavenworth County Register of Deeds. The plat showed a cul de sac at the end of 153<sup>rd</sup> Terr. located on Mr. Treff's property. There was supposed to be an agreement between Mr. Treff and the developer which was never reached. Despite this fact, the construction of the development including the cul de sac took place. Mr. Treff is now asking the City to remove the cul de sac from his property. We have prepared an agreement between the City and Mr. Treff to remove the cul de sac. Mr. Treff has agreed to the terms of the agreement.

**Presented by:** Lloyd Martley/Gene Myracle

**Administration Recommendation:** Consider approving agreement

**Committee Recommendation:** N/A

**Attachments:** Agreement, plat, Mr. Treff's request, cost estimate for removal of cul de sac.

**Projector needed for this item?**

No

## AGREEMENT TO REMOVE CUL DE SAC

**THIS AGREEMENT TO REMOVE CUL DE SAC** ("Agreement") is executed by the City of Basehor, Kansas (the "City") and Albert J. Treff and Dorothy M. Treff Trust, (the "Landowner") on the \_\_\_\_\_ day of January, 2013.

1. **Background.** On April 17, 2006, a plat was approved for the High Point Downs subdivision by the City. It was recorded with the Leavenworth County Register of Deeds on May 11, 2006. The plat, attached hereto as Exhibit A, showed a cul de sac which was located on the Landowner's property and was to be governed by an agreement between the Landowner and the developer of the High Point Downs subdivision. An agreement was never reached. Despite this fact, the construction of the subdivision improvements, including the cul de sac, took place on or about May 3, 2006. The cul de sac has remained in place since its completion.

Landowner has requested, and the City has agreed, to remove the cul de sac from Landowners' property, and to restore the property to its original or better condition. In addition, 153<sup>rd</sup> Terrace will be blocked at the property line to prevent traffic from entering upon Landowner's property.

2. **Agreement.** The City shall cause the following work (the "Project") to be completed on Landowner's property:

1. Remove all asphalt, concrete and other hard surface material associated with the cul de sac and gutters located on Landowner's property connected to 153<sup>rd</sup> Terrace
2. Re-grade cul de sac area using dirt provided by Landowners
3. Install "end of road" barricade where 153<sup>rd</sup> Terrace adjoins Landowner's property to prevent traffic from entering upon Landowner's property.
4. Property in the cul de sac area will be restored to its original or better condition.

The Landowners agree that the City shall have permission to enter the property to perform work associated with the Project. The City shall have no watering or maintenance responsibility once the Project is completed. The cost of the Project shall not exceed \$1,500.00.

3. **Mutual Release.** In consideration of the work performed above and in provision of the releases, covenants and promises set forth in this Agreement, the sufficiency of which the parties acknowledge, the parties for themselves, successors and assigns expressly release each other and each other's party successors and assigns who are or might be liable, none of whom admit any liability but expressly deny any liability whatsoever from any and all claims and demands of whatever nature, actions and causes of action whether known in law or in equity, damages, costs, fees, expenses, loss of service, compensation and suits of any kind, whether known or unknown, that exist as of this date from or on account of or in any way growing out of which may be traced either directly or indirectly to the Project, including all claims raised or that could have been raised by either party, and all claims arising from any alleged misrepresentations, acts of deceit or arising from any act, omission, matter, event or occurrence occurring at any time through the date of this Agreement.

4. **Denial of Liability.** The parties enter into this Agreement to resolve a disputed claim and nothing stated in it shall be construed as an admission of liability by any party. This Agreement shall forever settle, adjust or discharge any and all claims which the parties may have against each other arising from the actions or inactions of the parties described in this Agreement, and each party shall pay its own costs and attorney's fees.

5. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement. The express terms of this Agreement control and supersede any course of performance and usage of the trade inconsistent with any of its terms. This Agreement may not be modified or amended other than by agreement in writing and signature by the parties.

6. **Voluntary Agreement.** The parties acknowledge that they have read this Agreement, have had the opportunity to consult with their own attorneys prior to executing it, and that they have fully understood this Agreement. This Agreement has been executed by persons having full power and authority to bind the named signatories.

7. **Duplicates.** The parties acknowledge that they will execute two duplicate originals of this Agreement.

**THE CITY OF BASEHOR, KANSAS**

\_\_\_\_\_  
Mayor David K. Breuer

**ATTEST**

\_\_\_\_\_  
Corey Swisher, City Clerk

**LANDOWNER**

**ALBERT J. AND DOROTHY M. TRUST**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT A**  
Plat of High Point Downs

**LEGAL DESCRIPTION**  
 COMMENCE AT THE SOUTHWEST CORNER OF THE SECTION 16, TOWNSHIP 35N, RANGE 10E, MERIDIAN 10W, LEAVENWORTH COUNTY, KANSAS, AND PROCEED AS FOLLOWS: ...

**LOCATION MAP**

**CERTIFICATION AND DECLARATION**  
 I, the undersigned, being duly qualified and sworn as a Surveyor in and for the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office, and that the same has been duly recorded in the office of the Register of Deeds for Leavenworth County, Kansas, in Book 100, Page 100.

**IN WITNESS WHEREOF**  
 I have hereunto set my hand and the seal of my office at Leavenworth, Kansas, this 10th day of October, 1925.

**ACKNOWLEDGMENT**  
 I, the undersigned, being duly qualified and sworn as a Surveyor in and for the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office, and that the same has been duly recorded in the office of the Register of Deeds for Leavenworth County, Kansas, in Book 100, Page 100.

**PLANNING COMMISSION APPROVAL**  
 APPROVED: \_\_\_\_\_

**CITY COUNCIL APPROVAL**  
 APPROVED: \_\_\_\_\_

**CITY ENGINEER APPROVAL**  
 APPROVED: \_\_\_\_\_

**COUNTY SURVEYOR CERTIFICATION**  
 I, the undersigned, being duly qualified and sworn as a Surveyor in and for the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office, and that the same has been duly recorded in the office of the Register of Deeds for Leavenworth County, Kansas, in Book 100, Page 100.

**CERTIFICATION**  
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**MONUMENTATION**  
 1. ALL CORNERS OF THIS PLAT ARE TO BE MONUMENTED.  
 2. PLACEMENT AT CORNERS TO BE AS FOLLOWS:  
 a. IRON PIPE 1/2" DIA. 18" LONG  
 b. IRON PIPE 1/2" DIA. 18" LONG  
 c. IRON PIPE 1/2" DIA. 18" LONG  
 d. IRON PIPE 1/2" DIA. 18" LONG

**LEGEND**  
 1. LOT  
 2. TRACT  
 3. BLOCK  
 4. SECTION

**SCALE**  
 1" = 40'

**A FINAL PLAT OF  
 HIGH POINT DOWNS  
 1ST PLAT**  
 A SUBDIVISION IN THE CITY OF BASEHOR,  
 LEAVENWORTH COUNTY, KANSAS  
 NW 3/4, SEC 25-35N-10E-100E

Dec. 11, 2012

Mr. Albert J. Treff

21026 North 155<sup>th</sup> Street

Basehor, Kansas 66007

City Council of the City of Basehor

2620 N. 155<sup>th</sup> Street

Basehor, Kansas 66007

Dear Members of the City Council:

As per, my phone conversation, with the Interim City Administrator, Mr. Lloyd Martley; I, Albert J. Treff, request that the Basehor City Council remove an unauthorized cul de sac from my property. This cul de sac in question is located North of the High Point Downs subdivision.

This endeavor will include: the removal of all concrete and any other hard surface materials from my property.

Replacement with dirt or soil comparable to what is currently surrounding the cul de sac.

The finished grading of the project to meet my specifications. (i.e. proper drainage).

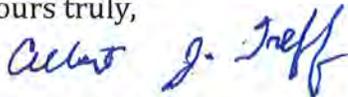
Road blockaded in a way to deter any further through traffic.

The completed/finished job subject to my approval.

Be it also mentioned, that I will personally furnish 125 yards of dirt, easily accessible by the crew, from my stock pile of dirt South East of High Point Downs. I also, give permission for the city to bring in or on my property, any equipment necessary to complete this job.

Finally, in closing I would like to thank the Council and the City Manager for their attention in this matter. I may be contacted @ 913-724-2008. I look forward to hearing from you with a start date of the project.

Yours truly,



Albert J. Treff

Cc: Mr. Lloyd Martley Interim City Administrator

# MEMO

Date: January 16, 2013

To: City Administrator

From: Gene Myracle Jr. / City Superintendent

RE: Cul-de-sac Removal Cost

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The request for pricing out the removal of the existing cul de sac located in the High Points Down subdivision has been completed. All cost related to the removal are as follows.

- 690 John Deere Track hoe \$600.00
- Diamond tip saw blade \$150.00
- Barricade post w/markers \$220.00
- Seed & fertilizer \$ 85.00

**Total \$1055.00**

All saw cutting, hauling of removed debris, dirt replacement, post installation, and final grade work will be performed by city staff as well as city equipment. The track hoe will be contracted out from Westland Construction and has stated they can be their on a days notice weather permitting.

# MEMO

**Date:** January 21, 2013

**To:** Basehor City Council  
City Administrator

**From:**  Gene Myracle Jr. / City Superintendent

**RE:** Discuss SV300 Skid Steer Loader Purchase

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Information presented to you in the packet is in regards to the lease purchase of a new SV300 Case Uni-Loader from Coleman Equipment.

The item has been reviewed through the Governmental HGACBuy program which we can qualify for being a member of MARC.

All vendor items have been through a bid process with HGAC and are required to honor their price for one year with all necessary specifications listed allowing Cities and other entities to research items from one source.

This item is not to replace a piece of equipment, but to assist current equipment and staff in performing additional projects in a more safe and timely manor.

This item is presented as a four year lease purchase with equal yearly payments and one final payment of a dollar at the end of the lease will allow unit to be signed over to the city. At any time during this lease the city feels that the program is not fit for our budget the city may return the item and have no recourse for our actions.

The purchase would be through our equipment reserve fund.

Please review your packet information as presented and I will try to answer any other question you may have. Your packet has information pertaining to the existing 1845C skid loader, the new SV300 skid loader, and the HGACBuy pricing as well as the payment for the lease program.

Please feel free to contact me at my office 913-724-2000 prior to the work session.



"Buyer(s)": ( Legal Name(s) and Address)

City of Basehor

, KS

"Seller": (Dealer's Legal Name and Address)

 COLEMAN EQUIPMENT INCORPORATED  
 24000 W. 43RD STREET PO BOX 4  
 BONNER SPRINGS, KS 66012  
 Phone: (913) 422 3040

**EQUIPMENT AND TRADE-IN DETAILS**

N/U	"EQUIPMENT" (Make and Type)	MODEL	SERIAL NUMBER/PIN	HOURS	"CASH SALE PRICE"
N	Case Skid Steer Loader	SV300 SSL			\$39,813.30

Attach:

MAKE	"TRADE-IN EQUIPMENT" TYPE	MODEL	SERIAL NUMBER/PIN	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)
					N/A	N/A	N/A

CONTRACT / LEASE QUOTE DETAILS	Option 1	Option 2	Option 3
Quote Type	Lease-Mu		
Solve For	Payment		
Sales Program	987-0001		
Term in Months	48		
APR% / Chart#	2.75		
Frequency	Monthly		
Payment Structure	EqEven		
Skip Months			
Split Rates	N		
Effective Date	01-15-2013		
Interest/Lease Start Date	01-15-2013		
First Payment Date	02-15-2013		
Sale / Lease Price	\$39,813.30		
Cash Down Payment	\$0.00		
Net Trade-In	\$0.00		
Manufacturer Rebate	\$0.00		
Sales Tax	\$0.00		
PDI Insurance	\$0.00		
CLI Insurance	\$0.00		
Disability Insurance	\$0.00		
PPP	\$0.00		
Admin Fee	\$227.50		
Other Charges	\$0.00		
Official/Filing Fee	\$22.50		
Amount Financed / Lease Price	\$40,063.30		
Purchase Option	\$1.00		
# Advance Payments			
Irregular Advance	N/A		
Annual Hourly Usage	1,200.0		
Excess Usage Rate/Hr	\$13.00		
Security Deposit	N/A		
Estimated Payment *	\$900.09		
Total Cost To Own	\$42,305.52		

\* Plus applicable taxes.



## ENGINE

Model	Case 432T / M3
Type	Diesel 4-stroke, Turbo, D.I.
Cylinder	4
Bore/Stroke	3.9 x 4.1 in (99 x 104 mm)
Displacement	195 cu in (3.2 L)
Fuel injection	Direct
Fuel	#2 diesel
Fuel filter	In-line strainer
Air intake	Turbocharged w/ external EGR
Cooling	Liquid
Engine speeds	
High idle - no load (rpm)	2675 +/- 75
Rated -full load (rpm)	2500
Low idle (rpm)	1075 +/- 75
Horsepower per SAE J1349	
Gross	90 hp (67 kW) @ 2500 rpm
Net	84 hp (63 kW) @ 2500 rpm
Peak torque	251 lb-ft (340 Nm) @ 1400 rpm

## ENGINE COOLING

Radiator -	
Core type	All aluminum
Core size area	0.266 m <sup>2</sup>
Rows of tubes	42
Cap pressure	16 +/-2 psi
Fan -	
Diameter	20.4 in (518 mm)
Ratio	0.96:1
Water pump	
Style	Centrifugal
Flow	29 gpm (110 L/min)
Engine lubrication	
Pump	Rotor pump w/ deep sump pan, plate cooler, and pressurized under-piston nozzles
Pump operating angle ratings	
Side to side	45°
Bucket up	35°
Bucket down	45°
Oil filtration	Replaceable, full-flow cartridge

## POWERTRAIN

Drive pump - Mechanical	
Pump to engine ratio	1:1
Displacement cc (cu in)	2.81 cu in (46 cc)
Flow at rated engine rpm	
@100% efficiency	30.4 gpm (115 L/min)
Charge Pressure	363 psi (25 bar)
System relief	5,220 psi (360 bar)
Control	Mechanical servo
Drive pump - Electro Hydraulic	
Pump to engine ratio	1:1
Displacement cc (cu in)	2.81 cu in (46 cc)
Flow at rated engine rpm	
@100% efficiency	30.4 gpm (115 L/min)
Charge Pressure	363 psi (25 bar)
System relief	5,220 psi (360 bar)
Control	Electro Hydraulic
Drive motors -	
Max. displacement	28.68 cu in (470 cc)
Displacement - optional	
high speed	17.21 cu in (282 cc)
Speed @ high idle engine rpm	
(100% eff. at rated engine rpm)	244
Speed @ optional high speed rpm	408
Torque @ max displacement and relief	
pressure (calculated)	1,987 lb-ft (2694 N-m)
Travel speed -	
Low range	7.2 mph
High range (optional)	11.9 mph
Final drive	Single-reduction chain drive
Drive chain -	
Size	ASA #100
Tensile strength	30,000 lb (133.4 kN)
Axles -	
Torque @ max. displacement and relief	
pressure (calculated)	6,623 lb -ft (8980 N-m)
Diameter	2.44 in (61.94 mm)
Length	15.7 in (398.7 mm)
Parking brake	
Type	Spring-applied, hydraulic release disc
Engagement	Depress on/off brake button on handle or instrument panel, raise seat bar, get off seat, or stop engine

## HYDRAULIC SYSTEM

Standard equipment pump -	
Type	Gear
Displacement -	
Standard Aux.	2.08 cu in (34.1 cc)
High Flow Aux.	1.12 cu in (18.3 cc)
Pump flow @ rated engine rpm	
@ 100 % efficiency	22.5 gpm (85 L/min)
Optional high flow @ rated engine rpm	
@ 100 % efficiency	12.1 gpm (46 L/min)
Loader control valve -	
Type	3 Spool / Open Center / Series
Relief pressure	3,000 psi (207 Bar)
Port relief pressures -	
Loader raise	3,263 psi (225 bar)
Bucket dump	3,481 psi (240 bar)
Bucket curl	3,336 psi (230 bar)
Hydraulic lines -	
Tubing	37° JIC Flare
Loop hoses	SAE 100 R13
Hydraulic oil cooler -	
Number of fins	10 per inch (3.94 per cm)
Number of Tubes	11
Area	130.7 sq in (843 cm <sup>2</sup> )
Hydraulic filter	6 micron / Spin on

## INSTRUMENTATION

Indicators
Digital Hourmeter
Fuel level LCD bar graph with alarm
Warning lights with alarms
Engine coolant temperature
Engine oil pressure
Engine Malfunction
Hydraulic charge pressure
Hydraulic filter restriction
Hydraulic oil temperature
Warning alarms
Battery voltage (plus display)
Indicator light
Engine preheat
Parking brake
Seat bar reminder

## ELECTRICAL SYSTEM

Alternator 95 amp
Starter 4.0 kW
Battery
12-volt low-maintenance 1000 cold-cranking amps @ 0° F (-18° C)

## OPERATOR ENVIRONMENT

ROPS/FOPS level 1 canopy w/side screens
Tilt ROPS/FOPS
Rear window w/ emergency escape
Instrument panels
Suspension vinyl seat
2 in (51 mm) retractable seat belt
Hand throttle
Foot throttle
Alarm package
Headliner
Top window
Cup holder
Power plug socket
Foot rest
Storage tray
Low effort ergonomic hand controls
Padded seat bar w/integral armrests
Loader control lockout system
Electric parking brake control
Floor cleanout panel

## CYLINDERS

Lift cylinder –	
Bore diameter	2.5 in (63.5 mm)
Rod diameter	1.75 in (44.5 mm)
Stroke	35 in (891.5 mm)
Closed length	47.2 in (1200 mm)
Bucket cylinders –	
Bore diameter	3.0 in (76.2 mm)
Rod diameter	1.5 in (38.1 mm)
Stroke	16.14 in (410.0 mm)
Closed length	24 in (610.0 mm)

## WEIGHTS

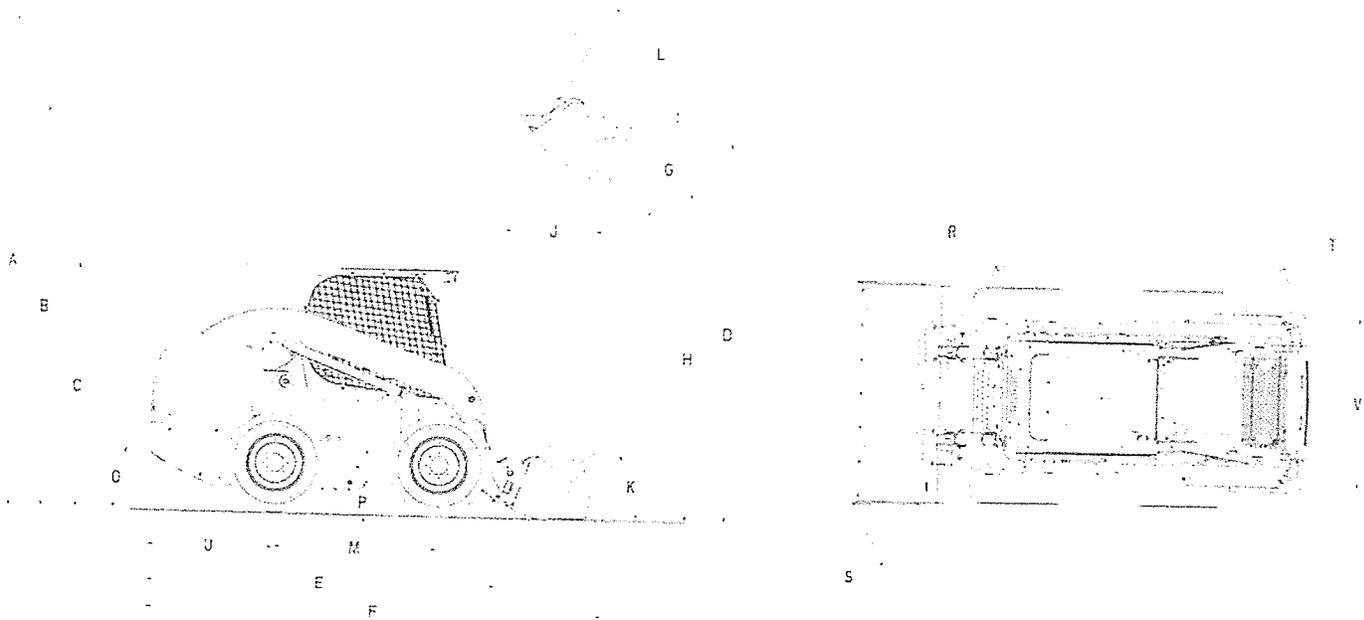
Operating weight	8,300 lb (3765 kg)
Shipping weight	7,965 lb (3610 kg)
Add-on weights –	
Side cab glass	46.9 lb (21.3 kg)
Lexan door	74 lb (33.6 kg)
Glass door with wiper	134 lb (60.8 kg)
Suspension seat	22.1 lb (10 kg)

## SERVICE CAPACITIES

Fuel tank	25.5 gal (96.5 L)
Engine oil with filter	10.5 qt (10 L)
Hydraulic system –	
Reservoir	6 gal (22.75 L)
Total	NA
Chain tanks (per side)	7.8 qt (7.4 L)

## TIRE SELECTION

	Size	Ply Rating	Tread Depth	Tire Width	Tread Width	Width Over Tires	Tire Weight*
Heavy-Duty	12 x 16.5	–	–	–	57 (1465)	70 (1785)	–
Premium	12 x 16.5	–	–	–	57 (1465)	70 (1785)	–
Premium-Lined	12 x 16.5	–	–	–	57 (1465)	70 (1785)	–
Severe Duty	12 x 16.5	–	–	–	57 (1465)	70 (1785)	–
Mining	12 x 16.5	–	–	–	57 (1465)	70 (1785)	–
Non-Pneumatic	12 x 16.5	–	–	–	57 (1465)	70 (1785)	–
Flotation	33 x 15.5	–	–	–	60 (1544)	76 (1930)	–
Premium	14 x 17.5	–	–	–	62 (1579)	76 (1930)	–



### DIMENSIONS

A. Overall operating height - in (m) —	
with foundry/excavating bucket short lip	164.4 (4.2)
with low profile/standard lip bucket	164.4 (4.2)
with low profile extended / long lip bucket	169.5 (4.3)
Height to - in (m) —	
B. Bucket hinge pin	130 (3.3)
C. Top of ROPS	78.8 (2.0)
D. Bottom of level bucket, fully raised	123.2 (3.1)
Overall length - in (m) —	
E. without attachment with coupler	117.7 (3.0)
F. with foundry excavation bucket on ground	141.9 (3.6)
with low profile bucket	146 (3.7)
with low profile extended bucket	151 (3.8)
G. Dump angle	53.5°
H. Dump height - in (m) —	
with foundry/excavating bucket short lip	102.9 (2.6)
with low profile/standard lip bucket	100.6 (2.6)
J. Dump reach (max. height) - in (m)	29.3 (0.7)
Maximum attachment rollback —	
K. Bucket on ground	35°
L. Bucket at full height	86°
M. Wheelbase - in (m)	52 (1.3)
P. Ground clearance (bottom of belly pan) - in (m)	8 (0.2)
Q. Angle of departure	23.5°
Clearance circle - in (m) —	
R. without bucket	56.2 (1.4)
S. with 72-inch (1.8 m) foundry bucket in carry position	83.8 (2.1)
with 72-inch (1.8 m) low profile bucket on ground	87.2 (2.2)
with 72-inch (1.8 m) extended low profile on ground	91.9 (2.3)
T. Clearance circle rear - in (m)	70.4 (1.8)
U. Rear axle to bumper - in (m)	40.7 (1.0)
Rolling radius - in (m)	16.1 (0.4)
V. Tread width with spec tires - in (m) —	56.9 (1.4)
Over the tire width with spec tires - in (m) —	69.6 (1.7)

### PERFORMANCE SPECS

Rated Operating Load —	
50%	3,000 lb (1361 kg)
Tipping load	6,000 lb (2722 kg)
Breakout forces (calculated @ 3150 psi) —	
Lift cylinder	5,090 lb (22.6 kN)
Bucket cylinder	8,585 lb (38.2 kN)
Cycle Times (seconds) —	
Raise	4.1
Lower	2.6
Dump	2.7
Roll back	2.0

### OPTIONAL BUCKETS

Type	Width inch (m)	Weight lb (kg)	Heaped Capacity ft <sup>3</sup> (m <sup>3</sup> )
Dirt & Foundry	72	390	16.7
	(1.8)	(177)	(0.47)
	78	435	18.4
	(2.0)	(197)	(0.52)
Low Profile	72	425	14.5
	(1.8)	(193)	(0.41)
Low Profile Extended	72	477	17.1
	(1.8)	(216)	(0.48)
	78	502	18.6
	(2.0)	(228)	(0.53)
	84	607	20.2
	(2.1)	(275)	(0.57)
Light Material	72	434	23.7
	(1.8)	(197)	(0.67)
	84	497	27.9
	(2.1)	(225)	(0.79)
Manure & Slurry	72	465	19.1
	(1.8)	(211)	(0.54)
	84	535	22.5
	(2.1)	(243)	(0.64)
Heavy Duty	72	501	14.6
	(1.8)	(227)	(0.41)
	78	527	15.9
	(2.0)	(239)	(0.45)
	84	550	19.4
	(2.1)	(249)	(0.55)

## STANDARD EQUIPMENT

### OPERATOR'S COMPARTMENT

ROPS/FOPS level 1 canopy w/side screens  
Tilt ROPS/FOPS  
Rear window w/ emergency escape  
Instrument panels  
Suspension vinyl seat  
2 in (51 mm) retractable seat belt  
Hand throttle  
Foot throttle  
Alarm package  
Headliner  
Top window  
Cup holder  
Power plug socket  
Foot rest  
Storage tray  
Low effort ergonomic hand controls  
Padded seat bar w/integral armrests  
Loader control lockout system  
Electric parking brake control  
Floor cleanout panel

### LOADER

Vertical loader arm design  
Mechanical attachment coupler  
Loader lift arm support strut

### ENGINE

Case/Iveco 432T/M3 diesel  
No maintenance belt  
Over & under radiator and oil cooler  
Glow plug  
Integral engine oil cooling  
Fuel filter w/water trap  
Dual element air cleaner  
95 amp alternator  
1000 CCA 12-volt battery

### POWERTRAIN

Hydrostatic four wheel drive  
Servo controlled pumps  
ASA #100HS drive chain  
SAHR disc parking brakes

### HYDRAULICS

Auxiliary hydraulics 3050 psi  
(210 bar) – 23.8 gpm (90 L/min)  
Hydraulic circuit pedal lock  
Loader arm-mounted ISO flat face connectors  
Auxiliary function lockout override  
Loader function lockout system  
Loader lift lockout override  
3-spool loader control valve  
Heavy-duty oil cooler  
Loader arm float position

### OTHER

2 speed transmission  
Add-on counterweights  
Lockable service access hood  
Single-point daily servicing  
Halogen lights, 2-front, 2 side, 2-rear (halogen)  
Rear tail lights  
Remote oil drain

## OPTIONAL EQUIPMENT

### OPERATOR'S COMPARTMENT

Deluxe cloth suspension seat w/ heater and lumbar support  
Interior mirror  
Electric auxiliary hydraulic control  
Glass front door w/wiper & washer  
Sliding side windows  
3 inch retractable seat belt  
Heater and AC  
Radio  
Demolition door

### LOADER

Auxiliary front electric control  
Ride control  
Switchable EH controls  
Hydraulic attachment coupler  
Hydraulic one-way self-leveling

### HYDRAULICS

High-flow auxiliary hydraulics  
3050 psi (210 bar) – 33.2 gpm (126 L/min)  
Second auxiliary hydraulics  
Attachment case drain plumbing

### ENGINE

Coolant block heater  
Battery disconnect switch

### OTHER

Deluxe instrument panel  
Road lights  
Rotating beacon  
Lift hooks  
Special paint  
Language decals  
Factory-installed tires – see page 2  
Buckets – see page 3  
Bolt-on bucket cutting edges  
42 in (1.07 m) and 48 in (1.22 m) pallet forks  
Steel tracks

**CASE** Customer Assistance  
1866-54-CASE6

NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: Case Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Case Construction Equipment Inc. does not warrant the safety or reliability of attachments from other manufacturers.

Case is a registered trademark of CNH America LLC. Any trademarks referred to herein, in association with goods and/or services of companies other than CNH America LLC, are the property of those respective companies.

Form No. CCE201009SV300  
Replaces form no. None

Printed in U.S.A.  
SV300 •

**Biodiesel**  
Ready

8

**CASE**  
CONSTRUCTION

www.casece.com

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## Case SV300 Vertical Lift Skid Steer Loader



The new SV300 vertical lift skid steer features industry leading bucket breakout force of 8,585 lbs and hinge-pin height of 130 inches. This new skid steer also has the muscle to get the job done with the rated operating capacity of 3,000 lbs. Case SV300 skid steer has a 25 percent larger cab, the widest in the industry for better comfort. To lift and haul more material, our new Power Stance chassis has up to a 21 percent longer wheelbase and 30/70 front/rear weight distribution.

- **Engine:** Case 432T / M3
- **Horsepower:** 90
- **Displacement (cubic inches):** 195
- **Peak Torque:** 251 lb-ft @ 1400
- **Rated Operating Capacity @ 50% of Tipping Load:** 3,000 lbs
- **Bucket Breakout Force:** 8,585 lbs
- **Operating Weight:** 8,300 lbs

# 1845C Skid Steer



## ENGINE

Model..... Case 4-390  
 Type..... Diesel  
 Cylinders..... 4  
 Bore/Stroke..... 4.0" x 4.72"  
 (102 mm x 120 mm)  
 Displacement..... 239 in<sup>3</sup> (3.92 L)  
 Fuel injection..... Direct  
 Horsepower per SAE J1349 and J1995 –  
 Gross..... 60 (45 kW) @ 2200 rpm  
 Net..... 57 (43 kW) @ 2200 rpm  
 Peak torque –  
 @ 1300 rpm..... 179 lb-ft (243 N·m)

## POWERTRAIN

Drive pump..... Tandem, axial piston  
 hydrostatic transmission  
 Flow..... Bi-directional  
 Controls..... Low-effort, servo assist  
 Drive motors..... Fixed displacement  
 high torque /low speed  
 gerotor motors  
 Final drive..... Dual stage reduction  
 chain drive to all wheels  
 Drive chain –  
 Size..... No. 80 HT  
 Brakes..... Mechanical parking latch  
 spring applied, cable release  
 Engagement..... Raise the seat bar  
 Travel speed..... 0 - 6.0 mph  
 (0 - 9.7 km/h)

## HYDRAULIC SYSTEM

Standard equipment pump –  
 Gear pump driven directly  
 off engine crankshaft  
 Pump flow @ rated engine rpm  
 Total..... 16.0 gpm (60.6 L/min)  
 Loader control valve..... 2-spool  
 mono cast with  
 float detent  
 Main relief..... 2300 psi  
 (159 bar)  
 Hydraulic Filters..... 6-micron,  
 spin-on replaceable element  
 w/warning light

## AUXILIARY HYDRAULICS

Loader arm mounted –  
 Standard..... 16 gpm (60.6 L/min)  
 @ 2300 psi

## OPERATOR

### ENVIRONMENT

Roll out ROPS/FOPS canopy  
 w/side screens  
 Seat presence switch  
 Vinyl seat  
 2" (51 mm) retractable seat belt  
 Restraint bar w/integral armrests  
 Two hands-only control levers  
 Hand throttle  
 Loader control lockout system  
 Loader arm lock strut  
 Front and rear halogen floodlights  
 Floor cleanout panel

### INSTRUMENTATION

Electro-mechanical hourmeter  
 Fuel level LED bar graph  
 Warning lights –  
 Alternator output  
 Battery voltage  
 Fuel level  
 Engine coolant temperature  
 Transmission charge pressure  
 Transmission temperature  
 Engine oil pressure  
 Air cleaner restriction  
 Hydraulic filter restriction  
 Systems normal  
 Warning alarms –  
 Engine coolant temperature  
 Transmission charge pressure  
 Alternator output  
 Engine oil pressure  
 Hydraulic oil temperature  
 Battery voltage  
 Seat belt reminder

### ELECTRICAL SYSTEM

Alternator..... 65 amp  
 Battery..... 12 volt low-maintenance  
 685 cold-cranking amps

### SERVICE CAPACITIES

Fuel tank..... 21.5 gal (81.4 L)  
 Engine oil w/ filter..... 6.7 qt (6.3 L)  
 Engine cooling system..... 18 qt (17 L)  
 Hydraulic system –  
 Reservoir  
 w/filter change..... 23 qt (21.8 L)  
 Total..... 42 qt (39.8 L)  
 Chain tanks (per side)..... 5 qt (4.7 L)

## OPTIONS

### OPERATOR'S COMPARTMENT

Deluxe suspension seat  
 Seat backrest extension  
 Horn  
 3" (76 mm) seat belt  
 Foot-operated loader controls  
 Low noise package

### OTHER

Backup alarm  
 Rotating beacon  
 High-flow auxiliary hydraulics  
 30 gpm (113.6 L/min)  
 Front and rear lift brackets  
 Cold start kit  
 Cooling package  
 Drawbar  
 Special paint

### BUCKETS

Bucket Width	Struck Capacity	Heaped Capacity	Weight
63"	9.1 ft <sup>3</sup>	11.8 ft <sup>3</sup>	374 lb
(1.60 m)	(0.26 m <sup>3</sup> )	(0.34 m <sup>3</sup> )	(170 kg)
73"	10.6 ft <sup>3</sup>	13.9 ft <sup>3</sup>	410 lb
(1.85 m)	(0.30 m <sup>3</sup> )	(0.39 m <sup>3</sup> )	(186 kg)
82"	14.5 ft <sup>3</sup>	19.0 ft <sup>3</sup>	593 lb
(2.08 m)	(0.41 m <sup>3</sup> )	(0.54 m <sup>3</sup> )	(269 kg)

### DIRT

Bucket Width	Struck Capacity	Heaped Capacity	Weight
63"	15.6 ft <sup>3</sup>	19.5 ft <sup>3</sup>	462 lb
(1.60 m)	(0.44 m <sup>3</sup> )	(0.55 m <sup>3</sup> )	(209 kg)
73"	18.1 ft <sup>3</sup>	22.8 ft <sup>3</sup>	496 lb
(1.85 m)	(0.51 m <sup>3</sup> )	(0.64 m <sup>3</sup> )	(225 kg)

### LIGHT MATERIAL

Bucket Width	Struck Capacity	Heaped Capacity	Weight
80"	25.4 ft <sup>3</sup>	32.2 ft <sup>3</sup>	588 lb
(2.03 m)	(0.72 m <sup>3</sup> )	(0.91 m <sup>3</sup> )	(262 kg)

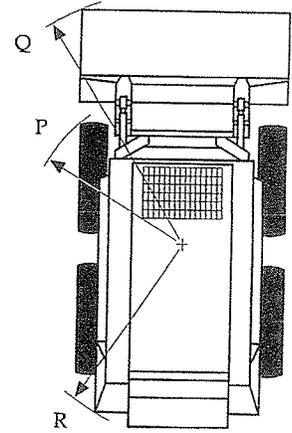
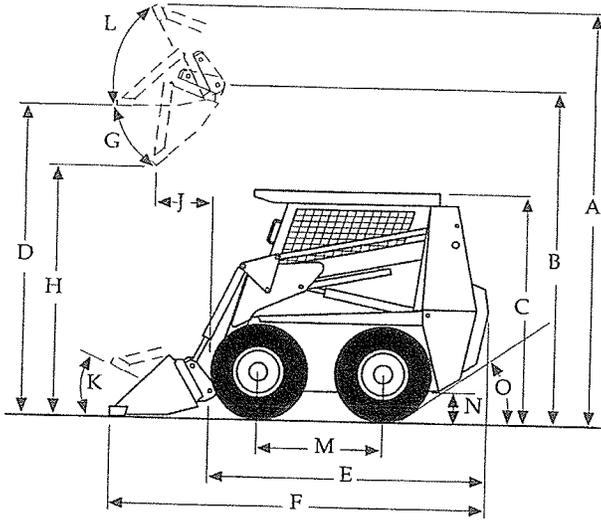
## TIRES

### Pneumatic (tubeless)

Goodyear 12.00 x 16.5, 6PR Traction  
 Width over tires..... 72" (1.83 m)  
 Galaxy "Beefy Baby" 12.00 x 16.5, 10PR  
 Width over tires..... 72" (1.83 m)  
 Galaxy "King Kong" 12.00 x 16.5, 10PR  
 Width over tires..... 72" (1.83 m)  
 Galaxy "Fat Foot" 15.5 x 16.5, 12PR  
 Width over tires..... 78.9" (2.01 m)

### Non-Pneumatic

Mitco 8.00 x 16 Industrial Lug, Solid  
 Width over tires..... 61.6" (1.57 m)  
 Airboss 8.25 x 15 GP/Industrial  
 Width over tires..... 68.7" (1.75 m)  
 Airboss Altrakka II 12.00 x 16.5  
 Width over tires..... 70.9" (1.80 m)



## DIMENSIONS

A. Overall operating height – dirt bucket .....	145.5" (3.69 m)
Height to*	
B. Bucket hinge pin .....	116.75" (2.97 m)
C. Top of rollover protective structure (ROPS).....	80.25" (2.04 m)
D. Bottom of level bucket, loader arm fully raised .....	111.25" (2.83 m)
Overall length –	
E. w/o attachment .....	101.25" (2.57 m)
F. w/bucket on ground .....	132.4" (3.36 m)
G. Dump angle at maximum height –	
Dirt bucket .....	41°
H. Dump height – loader arm fully raised –	
Dirt bucket.....	89.5" (2.27 m)
J. Reach – loader arm fully raised –	
Dirt bucket .....	23" (584 mm)
Maximum attachment rollback –	
K. Bucket on ground.....	30°
L. Bucket at full height.....	62°
M. Wheelbase.....	40.5" (1.03 m)
N. Ground clearance.....	8" (203 mm)
O. Angle of departure.....	25°
Clearance circle front –	
P. Less bucket .....	48" (1.22 m)
Q. w/63" (1.60 m) dirt bucket on ground .....	78" (1.98 m)
Q. w/73" (1.85 m) dirt bucket on ground .....	80" (2.03 m)
R. Clearance circle rear .....	53.8" (1.37 m)
Operating weight.....	6,185 lb (2806 kg)

NOTE: \*Dimensions taken with full fuel, 175 lb (80 kg) operator, 63" (1.6 m) dirt bucket and 7.5 x 16, 6PR tires.

## PERFORMANCE SPECS

Operating load .....	1,750 lb (794 kg)
Tipping load.....	3,545 lb (1608 kg)
Breakout force –	
Lift cylinder....	3,450 lbf (15 346 N)
Bucket cylinder....	4,690 lbf (20 861 N)
Cycle time –	
Raise .....	4.3 seconds
Lower .....	2.9 seconds
Dump .....	2.0 seconds
Rollback.....	1.4 seconds

NOTE: SAE rated lift capacities. Cycle time measured with rated load in bucket. 100 lb (45 kg) counterweight standard equipment.

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AirBoss and Altrakka are trademarks of IATCO Industries Inc.

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NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Form No. CE 185-05-98

Replaces Form No. - None

IMPORTANT: Case Corporation reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Case Corporation does not warrant the safety or reliability of attachments from other manufacturers.

Visit Case Corporation on the Web at:

<http://www.casecorp.com>

Printed in U.S.A.

# CASE

City of Basehor purchased this Case Uni-Loader in 1996 from Coleman Equipment in Bonner Springs, KS.

The current unit has 2,274 operational hours on it and has various attachments utilized by the Public Works Department such as a smooth bucket, cutting edge bucket attachment, grapple bucket, 6' street broom, pallet forks, and an auger system.

Many other attachments are available for use with skid loaders but our current model does not have the high flow hydraulic pump system required to operate such attachments.

The purposed new unit will operate all of our current attachments as well as all the attachments available for purchase or rental from vendors.



City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 3

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**Topic:** New outdoor warning siren for Basehor, Kansas

**Action Requested:** Approve waving the \$50.00 application fee to construct and install a new warning siren along and across the public right of way of Basehor.

**Narrative:** Leavenworth County Emergency Management wants to install a new warning siren on Basehor Blvd. on the north side of the road just past the first round-a-bout. The sirens coverage will be around a 5 mile diameter producing up to 130 decibels of sound. The siren will be installed on a Class II, 50 foot wood pole. It will operate from of a single phase, 208, 220 or 240 volts and pull 30 amps from an underground power supply. All construction will be provided by Blue Valley Public Safety. There is a \$50.00 application fee for constructing in or across the Cities public right of way. Chuck Magaha stated that he has never had to pay any fees in other cities for this type of project since it is for the community and their safety.

**Presented by:** Lloyd Martley

**Administration Recommendation:** Approve waving the application fee of \$50.00.

**Committee Recommendation:** N/A

**Attachments:** Right of way application, proposed siren coverage area and point of installation, siren features.

**Projector needed for this item?**

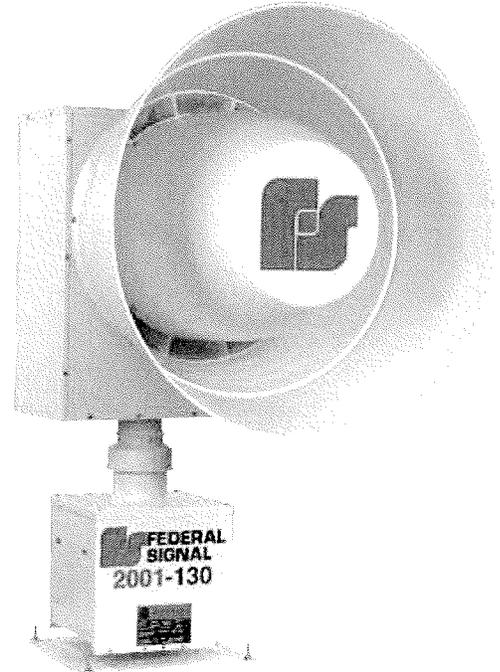
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# 2001-130 Siren

## Features

- **130 dB(C) output**
- **Directional, rotating siren for maximum coverage**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **Ideal for outdoor warning**
- **5-year limited warranty**



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

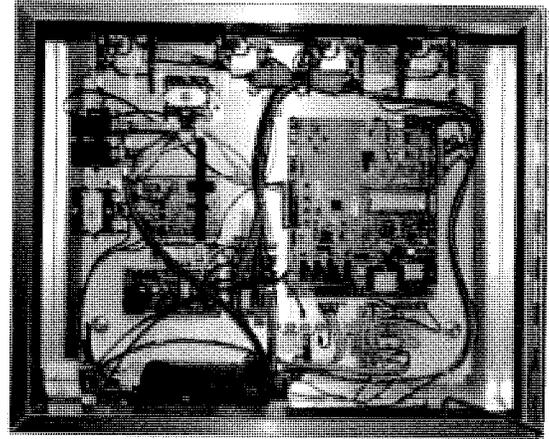
Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.

 **FEDERAL SIGNAL**  
**Safety and Security Systems**  
*Advancing security and well being.*

# DCFCTBD DC Two-Way Digital Controller

## Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren and Eclipse siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.



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# DCFCTBD DC Two-Way Digital Controller

## Specifications

### Electrical

AC supply voltage	120 VAC @ 4.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby

### Serial Ports

Serial Port Protocol	RS232C 1200, N, 8, 1
----------------------	----------------------

### Transceiver

Programmable Frequency	Power Out and Private Line options. For further details consult the Motorola® product Manual.
------------------------	-----------------------------------------------------------------------------------------------

### Signaling Format

AFSK	1200 baud, MSK (Minimum Shift Key) modem type Useable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters

### Two-Tone Sequential

Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec - .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.

### Single Tone

Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec - 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.

### Relay Outputs

4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC – 5A @ 240VAC

### Audio Output

Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave

### Environmental

Operating Temperature	-30°C to 65°C
-----------------------	---------------

### Controller Dimensions (with battery cabinet)

HxWxD	62.5" x 23.5" x 16.94" 1588mm x 597mm x 430mm NEMA 4X Rated
-------	----------------------------------------------------------------

### Battery Cabinet Dimensions

HxWxD	18" x 28" x 15.19" 457mm x 711mm x 386mm Vented NEMA 4X Rated
-------	------------------------------------------------------------------

### Shipping Weight

Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)

### 2001TR: AC Primary Operation

Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)

### Order information

DCFCTBD <sup>1,2</sup>	Two-way Federal Controller
DCFCTBDH <sup>1,2</sup>	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU <sup>1,2</sup>	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP <sup>1,3</sup>	IP-enabled two-way electro-mechanical controller

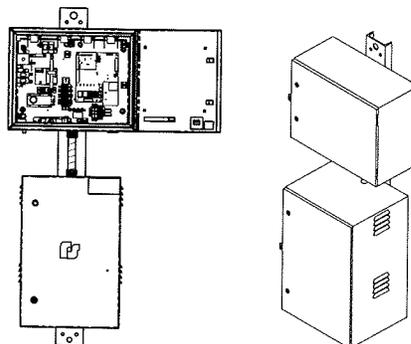
### Options

FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP <sup>1,3</sup>	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

<sup>1</sup> For use with 2001-130 and Eclipse siren series.

<sup>2</sup> Antenna and cable are not included with radio activation control and must be ordered separately.

<sup>3</sup> Broadband radio and Codespear software sold separately.



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# 2001-130 Siren

## Specifications

### Power Requirements\*

Siren Motor	48V (DC or full wave rectified AC) 110A (nom.)
Rotator Motor	48V (DC or full wave rectified AC) 1A (nom.)

### Wiring

Siren Motor	2 AWG
Rotator Motor	12 AWG

### Motor Type

Siren	Series wound DC 6 Hp
Rotator	Permanent magnet DC 1/8 Hp

### Signal Information

Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m) 6400 feet Effective Range at 70dB(C)	
Rotation	3 RPM	

### Dimensions

Height x Width x Depth	55" x 37" x 41" 140cm x 94cm x 10cm
------------------------	----------------------------------------

### Weight

Shipping Weight	450 lbs. (205 kg)
-----------------	-------------------

### Environmental

Operating Temperature	-30°C to +60°C**
-----------------------	------------------

\* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

\*\* The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

### Ordering Information\*

Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included
2001AC <sup>1</sup>	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC <sup>1,2</sup>	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg

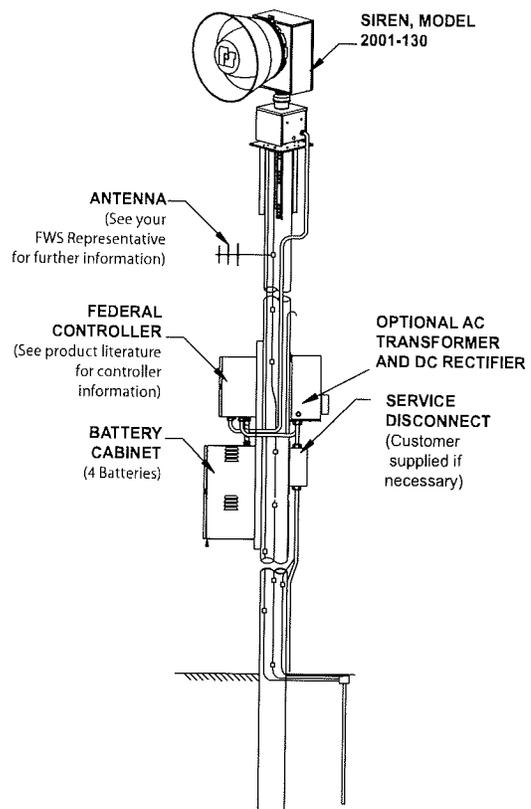
### Landline Option

2001HR	Rotator holding relay for use with external timer
--------	---------------------------------------------------

\* 2001-130 Siren requires a Federal Controller such as FC or DFCE (See controller product literature)

<sup>1</sup> For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

<sup>2</sup> Batteries not included.



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City of Basehor Permit No. \_\_\_\_\_  
Company Work Order No. \_\_\_\_\_

TO THE CITY OF BASEHOR DEPARTMENT OF PUBLIC WORKS

RE: Application of \_\_\_\_\_  
(Applicant)

FOR AUTHORITY TO \_\_\_\_\_ IN BASEHOR, KANSAS.  
(Type of Construction)

Name of Contractor: \_\_\_\_\_

**APPLICATION**

\_\_\_\_\_, with offices at  
(Applicant)

\_\_\_\_\_, hereby petitions the City of  
(Address)

Basehor, Kansas, to construct \_\_\_\_\_  
along and across the public rights-of-way of Basehor, Kansas, according to the details and route  
shown on plans and standards for said construction, submitted herewith in the general location of  
\_\_\_\_\_.

In support of its application, the Applicant states that it is in the best interest of the residents of the City of Basehor to allow construction of said facility and that the construction thereof will promote the public safety, health, welfare, and convenience. In addition, Applicant agrees as follows, to-wit:

1. The Director of Public Works and/or his authorized representative shall have the authority to supervise any needed repairs resulting from such construction in the roadway for a period of one year from date of completed construction. This shall include the authority to supervise the initial and any subsequent backfills which may be required for said construction, and the Applicant agrees by virtue of this application to be responsible for all costs of said repairs.
2. Installation shall conform to all applicable codes for this type of construction.
3. That said construction location, if on public right-of-way, shall be as near to right-of-way line as possible, and meet minimum clearances complying with attached standards. Any request for variance shall be an addendum to this application.
4. In the event of road improvements and/or maintenance in the area within the right-of-way where Applicant has its facility and the facility interferes with said improvements or maintenance, the Applicant or its assigns shall be responsible for movement of the facility in a timely manner at no expense to the City of Basehor.
5. Applicant shall be sufficiently insured, and shall assume all risk and liability for accidents and damages that may accrue to persons or property on account of this work, and shall hold the City of Basehor harmless for any damages claimed as a result of defects in the construction or design of the facility.
6. Facility shall be installed in conformance with all items on attached standards, and all backfill and restoration shall be done in conformance with the current City of Basehor Technical Specifications.

7. Applicant shall furnish the Director of Public Works a complete set of plans "as-built" showing the actual location of the entire facility as constructed within 90 days after construction is completed.
8. Traffic shall be free from interference and/or hazard when possible, and when not, Applicant shall provide proper traffic protection in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highway, current edition.
9. Applicant shall provide 72 hours notice prior to closure of any road, and shall avoid closures if possible.
10. Applicant shall use platted utility easements where available.
11. Applicant shall furnish notification to the Department of Public Works no less than 24 hours prior to the beginning of construction.
12. Applicant shall furnish notification to the Department of Public Works immediately upon completion of construction.
13. All areas disturbed by construction shall be fertilized and sodded in accordance with the City of Basehor Technical Specifications.
14. A copy of the approved permit shall be available at the construction site during any work activity and said permit shall be made available for review by any City of Basehor employee upon verbal request.
15. Applicant is responsible for determining locations of all existing utilities in work area prior to work and shall abide by all provisions of the Kansas One Call Law.

Applicant further represents that it shall in all things comply with and abide by any rule, regulation, or condition of permit made by the City of Basehor and/or the Director of Public Works.

\_\_\_\_\_  
 (Applicant)  
 Street Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
 (Title)  
 Street Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

Permit Fee Received. Date: \_\_\_\_\_

Bond Received or Verified on File and Current. Date: \_\_\_\_\_

Insurance Certificate Received or Verified on File and Current. Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Department of Public Works Official

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

Restoration Work Accepted. Date: \_\_\_\_\_

As-built Plans Received. Date: \_\_\_\_\_

Bond Released. Date: \_\_\_\_\_

Fee: \$50.00

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

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 4

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**Topic:** LCSD #3 sewer rate charges

**Action Requested:** Discuss the sewer rate for LCSD #3 residents that were lowered to the in city rate of 100% in November 2011, back up to the 150% rate for out of city residents as required by ordinance or the residents can agree to voluntarily annex into the city and maintain the in city rate.

**Narrative:** In January 2009 the city entered into an agreement with LCSD #3. Section 10 stated the monthly sewer usage fee would be an amount not to exceed 150%. It also stated that in the event the City annexes the district the rate would be reduced to 100% as the base sewer fee for in city residents. In October 2011 the city conducted a survey to the homeowners of LCSD #3. Of the 96 surveys that were received and returned 60 percent of the residents supported voluntary annexation. Councilman Miles made a motion to allow the residents of LCSD #3 to receive the in city sewer usage rate beginning on November 1, 2011. Miles also included in the motion that the resident of LCSD #3 would receive the in city connection fee of \$3450 upon the successful annexation of the district. In December 2011, the city council voted to readdress the possibility of LSCD #3 annexations in the summer of 2012 and at that time it was agreed to readdress this issue again early in 2013.

**Presented by:** Lloyd Martley/ Travis Miles

**Administration Recommendation:** Raise the sewer usage rate back to the 150% for out of city residents or start the process for voluntary annexation of LCSD #3 residents

**Committee Recommendation:**

**Attachments:** 2009 agreement, minutes of October 17, 2011 council meeting, June 2012 annexation follow up request.

**Projector needed for this item?**

No

**AN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS, AND  
SEWER DISTRICT NO. 3 (GLENWOOD) OF LEAVENWORTH COUNTY,  
KANSAS, PROVIDING FOR THE TREATMENT OF WASTEWATER**

COME NOW THE PARTIES TO THIS AGREEMENT, The City of Basehor, Kansas hereafter referred to as "City", and Sewer District No. 3 (Glenwood) of Leavenworth County, Kansas, hereinafter referred to as "District", and recite the following as the terms of their agreement:

1. The District is authorized to enter into this agreement pursuant to the provisions of K.S.A. 19-27a02. The City is authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-101. The District and City are jointly authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-2908.
2. The purpose of this agreement is to provide for the treatment by the City, the wastewater generated from within the boundaries of the District.
3. The City hereby agrees to accept for treatment in an approved wastewater treatment facility, wastewater generated from within the boundaries of the District.
4. The District hereby accepts responsibility for notification of affected property owners, acquisition of utility easements, coordination with Glenwood Ridge Elementary School, and for organizing meetings, as needed, with affected property owners.
5. The District hereby agrees to construct such necessary and appropriate facilities as may be needed to transport wastewater generated from within the boundaries of the District to a connection point of the sewer facilities maintained by the City. New construction should be designed in accordance with City specifications, and to accommodate projected growth in the area. A general schematic diagram of the facilities to be constructed is attached hereto as "Exhibit 1" and incorporated fully herein. The District agrees to utilize construction plans prepared by a Professional Engineer in constructing the facilities generally shown in "Exhibit 1" and to allow the City to inspect and approve said construction at all phases of the project.
6. The District hereby agrees to announce the bid opening for construction to the City of Basehor so that a representative may be present.
7. The City hereby agrees to cooperate and assist with the above efforts to facilitate the timely connection of the new system.
8. Upon the completion by the District of the facilities as mutually agreed upon and generally shown in "Exhibit 1" the City agrees to accept ownership and responsibility for the maintenance of said facilities and the existing public facilities of the District, with the exception of the existing lagoon system. It shall be the responsibility of the District to cause such necessary assessments to be made within the boundaries to collect such

needed revenues to pay in full any temporary notes, bonds or loans as may be obtained by the District.

9. The District agrees to pay to the City appropriate connection fees for connection of the District to the treatment facilities of the City pursuant to this agreement as shown in "Exhibit 2". For the initial connection of the District to the wastewater treatment facilities of the City, the District shall upon receipt of such funds from the State Revolving Loan Fund (SRF), make payment to the City as detailed in "Exhibit 2".

10. The City shall be entitled to charge to each residential building, and the Glenwood Ridge Elementary School, served by the City within the District a monthly sewer use fee in an amount not to exceed 150% of the base fee charged by the City to the residents of the City of monthly sewer use. It shall be the responsibility of the City to assess and collect such monthly sewer use fees. In the event that the City annexes any area within the District, the City agrees to reduce the monthly base sewer use fee to users to 100% of the base fee charged to the residents of the City. Nothing in this agreement shall be construed as to prevent the City of Basehor from adding additional charges for the monthly sewer use fee based upon use above and beyond the amount of usage upon which the base monthly fee is calculated, for the operation of any grinder pump systems or such other assessments as may be required in order to effect the treatment of wastewater generated within the District.

11. The City of Basehor recognizes that the Basehor-Linwood School District (USD #458) wishes to start construction on an addition to the existing Glenwood Ridge Elementary school facility, with a projected completion date in the Fall of 2009, and a new Middle School, with projected completion in the fall of 2010. This new addition may not connect to the existing lagoon system and an occupancy permit is contingent upon proper operation of the new sanitary sewer system.

12. The District will enter into a standard agreement with the City for the inspection of sewer systems as outlined in the Basehor Technical Specification under the guidelines outlined by the Kansas Department of Health and Environment (KDHE).

13. The responsibility for the decommissioning of the existing lagoon system remains with the District.

14. Annexation of the Glenwood Estates Subdivision, Glenwood Ridge Elementary School and the future Basehor-Linwood Middle School property and any other property that intends to connect to the Basehor sanitary sewer system may be expected when the completed sanitary sewer system connects to the City system.

WHEREFORE IT IS SO AGREED TO THIS 22 DAY OF January, 2009

SD #3

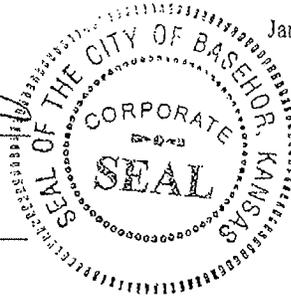
January 9, 2009

FOR THE CITY:

*Chris Green*

ATTEST:

*[Signature]*



FOR THE DISTRICT:

*[Signature]*

ATTEST:

*James H. Dickson*



**Minutes**  
**Basehor City Council Regular Meeting**  
**Basehor City Hall, October 17, 2011**  
**7:00 p.m.**

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**1. Roll Call** by Mayor Terry Hill and Pledge of Allegiance

Mayor Terry Hill called the meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance.

Council Members present: Mayor Terry Hill, Council President Dennis Mertz, Iris Dysart, Fred Box, Travis Miles, David Breuer

Staff Present: Interim City Administrator Lloyd Martley, City Superintendent Gene Myracle, City Engineer Mitch Pleak, City Clerk/Finance Director Corey Swisher, City Attorney Shannon Marcano

**2. Consent Agenda**

- a. September 19 & 21, City Council Meeting Minutes
- b. October Treasurer's Report
- c. Pedestrian Trail Design Payment

Dysart made a motion to move Item 2c to Item 5a with Box seconding. The motion passed unanimously, 5-0.

Miles then moved to approve the Consent Agenda with Mertz seconding. The motion passed unanimously, 5-0.

**3. Call to Public**

Jim Washington and George Smith expressed concern about shortening public notification (zoning) distances.

Elaine Bundy urged Council to require Leavenworth County Sewer District #3 (LCSD#3) residents pay the out-of-city sewer connection fee.

Richard Volenta asked Council to allow LCSD#3 residents to receive the in-city sewer connection fee.

James Robinson expressed concern about inadequate public notification in regard to LCSD#3 events.

Sabrina Volenta expressed concern about the out-of-city sewer rate.

Dave Freeman asked for clarification on a potential motion in regard to LSCS#3.

Joan Robinson thanked Council for efforts to be fair to the residents of LCSD#3.

**4. Unfinished Business**

None.

**New Business**

**5. Consider Leavenworth County Sewer District #3 (LCSD#3) Annexation Survey Results and Determine Sewer Connection Fee**

Miles moved to allow the residents of LCSD#3 to receive the in-city sewer usage rate beginning on November 1, 2011. Miles also included in the motion that the residents of LCSD#3 would receive the in-city connection fees of \$3,450 upon the successful annexation of the district. The difference (\$975) between the in-city and out-of-city connection fee would be realized in future property tax assessments. Breuer seconded the motion. The motion passed unanimously, 5-0.

**5a. Pedestrian Trail Design Payment**

Mertz moved to make payment (\$21,099.38) with Dysart seconding. The motion passed unanimously, 5-0. It was stipulated that the vendor would receive no further payment until a Council presentation explaining the projects history and progress was received.

**6. Consider Ordinance No. 604 Change in Zoning for Pinehurst Properties, LLC**

Mertz moved to approve with Dysart seconding. The motion passed unanimously, 5-0.

**7. Consider Preliminary Plat for Pinehurst North Third Plat**

Mertz moved to approve with Box seconding. The motion passed unanimously, 5-0.

**8. Consider Ordinance No. 605 Final Plat for Pinehurst North Third Plat**

Mertz moved to approve with Miles seconding. The motion passed unanimously, 5-0.

**9. Consider Ordinance No. 606 amendment to subdivision regulations Public Hearing Notice mailing distance**

The Ordinance died for lack of a motion.

**10. City Administrator's Report**

None

**11. Mayor's Report**

None

**12. Council Members Report**

Mertz thanked Miles for his diligent work on the LCSD#3 matters. He also thanked LCSD#3 residents for their public input.

Hill announced the City had received a gold award from the Kansas Municipal Insurance Trust for workers compensation loss control.

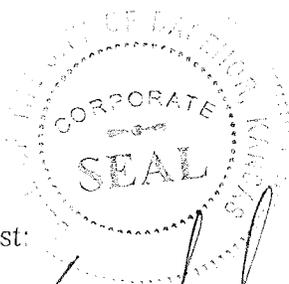
### 13. Executive Session

Mertz moved to enter Executive Session for the purpose of attorney client privilege (15 minutes) to include the Interim City Administrator with Breuer seconding. The motion passed unanimously, 5-0. No action was taken

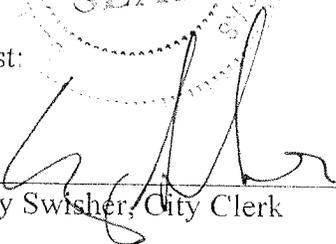
Breuer moved to enter Executive Session for the purpose of discussing non-elected personnel and attorney client privilege (10 minutes) with Miles seconding. The motion passed 4-1, with Box opposed. No action was taken.

### 14. Adjournment

Mertz moved to adjourn with Miles seconding at approximately 9:12 p.m. The motion passed unanimously, 5-0.



Attest:

  
\_\_\_\_\_  
Corey Swisher, City Clerk

  
\_\_\_\_\_  
Terry Hill, Mayor



# The City of Basehor

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**Date:** June 28, 2012

**To:** Basehor Mayor & City Council

**From:** Lloyd Martley, Interim City Administrator

**Re:** Leavenworth County Sewer District No. 3 (LCSD#3) Annexation Follow Up

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**Background:**

On December 19, 2011, the Basehor City Council voted unanimously, 5-0 to readdress the possibility of Leavenworth County Sewer District #3 annexation in the summer of 2012.

The City of Basehor lowered LCSD#3's sewer rate from 150% (the rate set by Ordinance that is charged to those residences/businesses outside of the City who are connected to the City's waste water treatment system) to the in-city rate under the pretense the District would consent to voluntary annexation.

**Staff Recommendation:**

Discuss Leavenworth County Sewer District No. 3 annexation.

**Action Requested of Council:**

Discuss Leavenworth County Sewer District No. 3 annexation.



**NOTICE OF SPECIAL MEETING**

**TO THE MEMBERS OF THE GOVERNING BODY**  
**OF THE CITY OF BASEHOR, KANSAS:**

You are hereby notified that I have called and do hereby call a special meeting of the governing body of the City of Basehor, Kansas (the "Issuer"), to be held at Basehor City Hall, 2620 North 155<sup>th</sup> Street, Basehor, Kansas, 66007 on February 19, 2013, at 6:30 p.m., for the purpose of:

1. Conducting a Public Hearing on the Annexation of Briarwood Properties.

DATED: February 4, 2013.

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David K. Breuer, Mayor

**CONSENT TO MEETING**

We, the undersigned, being all the members of the Governing Body of the City of Basehor, Kansas, hereby accept service of the foregoing notice, waiving any and all irregularities in such service and in such notice and consent and agree that said Governing Body shall meet at the time and place therein specified and for the purposes therein stated.

DATED: February 4, 2013.

\_\_\_\_\_  
Travis Miles

\_\_\_\_\_  
Richard Drennon

\_\_\_\_\_  
Vernon Fields

\_\_\_\_\_  
Brian D. Healy

\_\_\_\_\_  
Ty Garver

Attest/Seal:

\_\_\_\_\_  
Corey Swisher, City Clerk/Finance Director