



**AGENDA**  
**BASEHOR CITY COUNCIL**  
May 20, 2013 7:00 p.m.  
Basehor City Hall

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1. **Roll Call** by Mayor David K. Breuer and Pledge of Allegiance
2. **Consent Agenda** (*Items to be approved by Council in one motion, unless objections raised*)
  - a. City Council Minutes
  - b. Treasurer's Report
  - c. Basehor Historical Society Proposal
  - d. Resolution 2013-09 - Grinder Pump Agreement
  - e. Ordinance No. 623 – Meeting Dates/Times
  - f. Repeal of Ordinance No. 545 – Sidewalks (pay in lieu of construction)
  - g. Fireworks Exemptions
  - h. Employee Benefit Renewals
  - i. Prosecutor Contract

**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. Unfinished Business** - (None at this time)

**New Business**

5. Wolf Creek Junction, City of Basehor & First State Bank Property Agreement
6. Purchase of Karbon Arms Tasers
7. Ordinance No. 626 - Sewer Service Rates
8. Leavenworth County Sewer District No. #3 Sewer Usage Rates
9. City Council Appointments
10. Acceptance of Conveyance of Easements of Land for Public Contained in Easements for Acquisition of Private Property for Wolf Creek Parkway Extension
11. Kansas Department of Transportation –Supplemental Agreement No. 1 to Agreement No. 112-12
12. **City Administrator's Report**
13. **Mayor's Report**
14. **Council Members Report**
15. **Executive Session** (if needed)
16. **Adjournment**



## **Minutes**

### **Basehor City Council Meeting**

### **Basehor City Hall, April 15, 2013**

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#### **1. Roll Call** by Mayor David K. Breuer and Pledge of Allegiance

Mayor David K. Breuer called the meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance along with a moment of silence in honor of the Boston Marathon bombing victims.

Council Members present: Mayor David K. Breuer, City Council President, Travis Miles, Richard Drennon, Vernon Fields, and Brian Healy

Not present: Ty Garver

Staff Present: Interim City Administrator/Police Chief, Lloyd Martley; City Superintendent, Gene Myracle; City Engineer, Mitch Pleak; City Attorney, Shannon Marcano and Assistant City Clerk, Katherine M. Renn

#### **2. Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*

1. March 18 & 25, 2013 City Council Minutes
2. Treasurer's Report
3. Resolution 2013-06 - Fees and Permits

Healy moved to approve the Consent Agenda with Miles seconding. The motion passed unanimously, 4-0.

#### **3. Call to Public**

Miles moved to add the appointment of John Flower to the Planning Commission to agenda and identify it as Agenda Item 5a. Drennon seconded the motion. The motion passed unanimously, 4-0.

#### **4. Unfinished Business**

#### **5. New Business - Resolution 2013-08 - Field of Dreams/Westar Agreement**

Councilman Healy moved to approve Resolution 2013-08, with Drennon seconding. The motion passed unanimously, 4-0.

**5A.) John Flower Appointment to Basehor Planning Commission**

Healy moved to appoint John Flower to the City's Planning Commission, with Miles seconding. The motion passed unanimously, 4-0.

**6. City Administrator's Report –**

Martley updated Council that the City's vision insurance plan provided by VSP for 2013-14 would continue with no rate increase.

**7. Mayor's Report**

Mayor Breuer asked that a date to be established for first of many joint work sessions with the Basehor Planning Commissioners discussing the Comprehensive Plan. Tentatively beginning May 6, 2013 at 7 p.m. depending on the work session agenda items for City Council.

**8. Council Members Report**

No comments were made.

**9. Executive Session**

Healy moved to enter a 16 minute Executive Discussion at 7:14 p.m. with City Attorney, Shannon Marcano and Interim City Administrator, Lloyd Martley present to discuss non-elected personnel and resume at 7:30 p.m. with, Miles seconding. The motion passed unanimously, 4-0.

Council resumed their monthly Regular Session at 7:30 p.m. No action was taken. Healy then moved to enter a ten minute Executive Session with City Attorney, Shannon Marcano to discuss non-elected personnel with Drennon seconding. The motion passed unanimously, 4-0.

The meeting resumed at 7:40 p.m. and no action was taken.

**10. Adjournment**

Miles moved to adjourn the meeting at 7:41 p.m. with Healy seconding. The motion passed unanimously, 4-0.

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

Attest:

\_\_\_\_\_  
Katherine M. Renn, Assistant City Clerk



# *The City of Basehor*

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**Date:** May 13, 2012

**To:** Basehor Mayor & City Council  
Lloyd Martley, Interim City Administrator/Chief of Police

**From:** Corey Swisher, City Clerk/Finance Director

**Re:** May 2013, Treasurer's Report

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**Background:**

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending April 30, 2013.

**Attachments:**

City-Wide Financial Snapshot  
Monthly Sales Tax Report  
Solid Waste Enterprise Fund Report  
Sewer Enterprise Fund Report  
Monthly Check Register

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# CITY OF BASEHOR

## MAY 2013 FINANCIAL SNAPSHOT

### Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$2,494,293	\$836,644	\$550,549	22%
Special Park	\$47,500	\$5,975	\$0	0%
Sewer	\$1,397,071	\$553,772	\$285,233	20%
Cedar Lake Maintenance	\$40,000	\$1	\$4,504	11%
Bond & Interest	\$1,528,997	\$550,639	\$201,059	13%
Solid Waste	\$292,258	\$97,627	\$40,409	14%
Special Highway	\$890,000	\$195,665	\$86,300	10%
Municipal Equipment Reserve	\$84,884	\$133	\$44,537	52%
Capitall Improvement	\$20,000	\$24,437	\$0 *	100%
Employee Benefit	\$554,382	\$219,504	\$159,874	29%
LCSD#3	\$33,000	\$7	\$10,399	32%

### Department

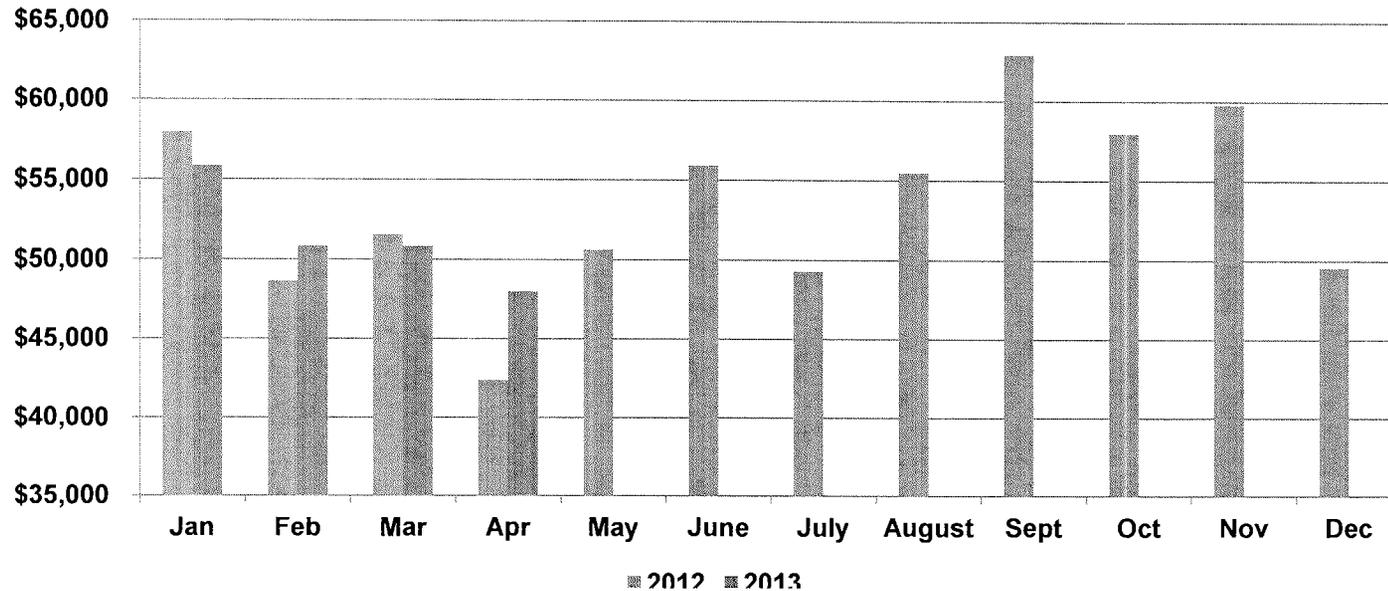
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	\$325,115	\$141,084	\$184,031	43%
Street	\$207,515	\$64,964	\$142,551	31%
Governing Body	\$544,100	\$26,662	\$517,438	5%
Police	\$834,432	\$216,834	\$617,598	26%
Facilities	\$123,346	\$28,973	\$94,373	23%
Administrator	\$160,000	\$10,185	\$149,815	6%
Park & Recreation	\$30,225	\$12,956	\$17,269	43%
Miscellaneous	\$91,783	\$9,377	\$82,406	10%
HR	\$25,150	\$5,875	\$19,275	23%
Planning	\$152,206	\$33,339	\$118,867	22%

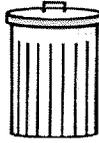
# MONTHLY SALES TAX COLLECTIONS 2009-2013

	2009	2010	2011	2012	2013	Monthly Diff.		2012 YTD	2013 YTD	% Difference	
						'12 - '13	%			Diff. '12 -'13	%
Jan	43,726.32	44,933.16	43,677.78	57,962.61	55,854.63	-2,107.98	-3.8%	57,962.61	55,854.63	-2,107.98	-3.8%
Feb	49,937.92	59,338.25	48,453.55	48,668.43	50,846.50	2,178.07	4.3%	106,631.04	106,701.13	70.09	0.1%
Mar	59,417.29	44,064.14	48,692.52	51,596.39	50,846.50	-749.89	-1.5%	158,227.43	157,547.63	-679.80	-0.4%
Apr	41,900.26	46,686.51	42,633.11	42,372.82	48,009.19	5,636.37	11.7%	200,600.25	205,556.82	4,956.57	2.4%
May	41,070.02	47,865.00	48,186.99	50,639.59							
June	43,320.60	48,059.05	47,682.94	55,921.34							
July	46,612.85	43,151.43	44,834.43	49,304.00							
Aug	50,284.61	52,935.19	49,903.11	55,484.63							
Sept	52,550.48	52,062.71	49,250.84	62,953.65							
Oct	52,382.92	47,483.47	51,883.08	57,986.12							
Nov	47,111.87	44,789.92	49,270.35	59,821.88							
Dec	56,073.14	46,693.70	51,874.96	49,586.00							
	584,388.28	578,062.53	576,343.66	642,297.46	205,556.82						

2013 TDD \$4,980.43

## 2012-13 Month to Month Comparison





## SOLID WASTE FUND HIGHLIGHTS

For the Month of April 2013

MONTH	2012	2013	% DIFFERENCE
	SOLID WASTE COUNT	SOLID WASTE COUNT	
January	1,653	1,702	2.88%
February	1,655	1,703	2.82%
March	1,665	1,700	2.06%
April	1,672	1,706	1.99%
May	1,690		
June	1,688		
July	1,690		
August	1,701		
September	1,701		
October	1,697		
November	1696		
December	1697		
<b>AVERAGE</b>	<b>1,684</b>		

MONTH	2012	2013	% DIFFERENCE
	SOLID WASTE BILLED	SOLID WASTE BILLED	
January	\$23,276.77	\$23,938.92	2.77%
February	\$23,320.00	\$23,990.00	2.79%
March	\$23,379.98	\$23,957.46	2.41%
April	\$23,518.26	\$24,029.09	2.13%
May	\$23,794.81		
June	\$23,774.99		
July	\$23,719.21		
August	\$23,858.00		
September	\$23,922.17		
October	\$23,821.96		
November	\$23,784.36		
December	\$23,856.66		
<b>TOTAL</b>	<b>\$284,027.17</b>	<b>\$95,915.47</b>	

MONTH	2012	2013	% DIFFERENCE
	AVERAGE BILL	AVERAGE BILL	
January	\$14.08	\$14.07	-0.07%
February	\$14.09	\$14.09	0.00%
March	\$14.04	\$14.09	0.35%
April	\$14.07	\$14.09	0.14%
May	\$14.08		
June	\$14.07		
July	\$14.04		
August	\$14.03		
September	\$14.06		
October	\$14.04		
November	\$14.02		
December	\$14.06		
<b>AVERAGE</b>	<b>\$14.06</b>	<b>\$14.09</b>	<b>0.20%</b>



## SEWER FUND HIGHLIGHTS

For the Month of April 2013

MONTH	2012 SWR COUNT	2013 SWR COUNT	% DIFFERENCE
January	1789	1812	1.27%
February	1792	1807	0.83%
March	1797	1805	0.44%
April	1799	1809	0.55%
May	1801		
June	1798		
July	1799		
August	1806		
September	1805		
October	1806		
November	1806		
December	1801		
<b>AVERAGE</b>	<b>1800</b>	<b>1808</b>	<b>0.46%</b>

MONTH	2012 SWR BILLED	2013 SWR BILLED	% DIFFERENCE
January	\$89,188.63	\$92,268.23	3.45%
February	\$89,662.48	\$92,212.85	2.84%
March	\$88,970.52	\$91,555.12	2.91%
April	\$89,233.29	\$92,074.43	3.18%
May	\$91,548.66		
June	\$89,646.47		
July	\$90,508.05		
August	\$90,985.23		
September	\$92,083.69		
October	\$90,721.14		
November	\$90,453.78		
December	\$90,682.84		
<b>TOTAL</b>	<b>\$1,083,684.78</b>	<b>\$368,110.63</b>	

MONTH	2012 AVERAGE SWR BILL	2013 AVERAGE SWR BILL	% DIFFERENCE
January	\$49.85	\$50.92	2.15%
February	\$50.03	\$51.03	2.00%
March	\$49.51	\$50.72	2.44%
April	\$49.60	\$50.90	2.62%
May	\$50.83		
June	\$49.86		
July	\$50.31		
August	\$50.38		
September	\$51.02		
October	\$50.23		
November	\$50.09		
December	\$50.35		
<b>AVERAGE</b>	<b>\$50.17</b>	<b>\$50.89</b>	<b>1.44%</b>

City Of Basehor

BANK: FIRST STATE BANK

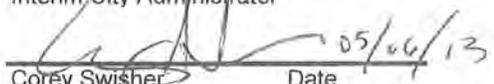
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
20520	04/25/2013	Printed		TOKIC	IVAN AND DRAGA TOKIC	TEMP CONST/ROW EASEMENT	1,620.00
20521	05/03/2013	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/APR 2013	944.46
20522	05/03/2013	Printed		BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	LUNCH MTG/SWISHER, PLEAK	17.00
20523	05/03/2013	Printed		BRANDT FAB	BRANDT FABRICATING	REBUILD HYDRAULICS/KEN T-300	375.65
20524	05/03/2013	Printed		CARAWAY	CARAWAY PRINTING, INC	3-PART INSPECTION FORMS	270.00
20525	05/03/2013	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHARGES	44,938.36
20526	05/03/2013	Printed		CONS	CONS RURAL WATER DISTRICT #1	WATER USAGE	244.31
20527	05/03/2013	Printed		ELITE ELEC	ELITE ELECTRIC INC	3-DUPLEX RECEPTCLES/CITY HALL	240.00
20528	05/03/2013	Printed		ETS	ETS	CITYWIDE CREDIT CARD FEES	185.39
20529	05/03/2013	Printed		FLORY	KATERI & LEVI FLORY	YOUTH SPORTS REBATE	25.00
20530	05/03/2013	Printed		GRAF	AMY GRAF	YOUTH SPORTS REBATE	25.00
20531	05/03/2013	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,892.11
20532	05/03/2013	Printed		HR HAVEN	HR HAVEN INC	MONTHLY HR SUPPORT/MAY	500.00
20533	05/03/2013	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	252.47
20534	05/03/2013	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	531.00
20535	05/03/2013	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	5,289.13
20536	05/03/2013	Printed		LAND CO	LAND CO REAL ESTATE SVCS INC	ROW ACQUIST SVCS/WC PKWY	495.00
20537	05/03/2013	Printed		LEAV TIMES	LEAVENWORTH TIMES	PUB/REQ FOR PROPOSAL-FOD ADMIN	240.00
20538	05/03/2013	Printed		SPECTRA	SPECTRA	HEAVY DUTY TRASH BAGS/WWTF	297.48
20539	05/03/2013	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE/MAR 2013	68.19
20540	05/03/2013	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICES/APR 2013	387.00
20541	05/03/2013	Printed		SYSTEMS MA	SYSTEMS MANUFACTURING INC	REPROGRAM WWTF COMPUTERS	1,194.00
20542	05/03/2013	Printed		WEST	ERIKA WEST	YOUTH SPORTS REBATE	25.00
20543	05/03/2013	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	CONTRACT LEGAL/3-18 TO 4-8-13	6,027.50
20544	05/03/2013	Printed		WILLIAMS/A	APRIL WILLIAMS	YOUTH SPORTS REBATE	25.00
20545	05/03/2013	Printed		ZEE MED	ZEE MEDICAL SERVICE	POISON IVY WIPES/GAUZE PADS	241.85
20546	05/03/2013	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP LTD/STD/ADD/LIFE	575.97
20547	05/03/2013	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	12,581.22
20548	05/03/2013	Printed		HALLGRIMSO	GREGORY HALLGRIMSON	REIMB APRIL INSUR DEDUCTIONS	232.54
20549	05/03/2013	Printed		JOSLYN	MICHAEL JOSLYN	REIMB INSURANCE DEDUCTION	106.39
20550	05/03/2013	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/MAY 2013	1,126.00
20551	05/03/2013	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	355.68

Total Checks: 32

Checks Total (excluding void checks):

82,328.70

  
 Lloyd Martley Date  
 Interim City Administrator

  
 Corey Swisher Date  
 City Clerk/Finance Director

  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

Date: 04/18/2013

Time: 4:07 PM

Page: 1

City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
20484	04/18/2013	Printed		AFFINIS	AFFINIS CORP	DESIGN SVCS/WC PKWY	16,354.46
20485	04/18/2013	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	1,508.90
20486	04/18/2013	Printed		BRANDT TRK	BRANDT TRUCKING	HAULING DIRTY SAND AWAY	546.76
20487	04/18/2013	Printed		BRYAN	ROBERT E BRYAN, TRUSTEE	TEMP/UTILITY/PERM EASEMENTS	22,900.00
20488	04/18/2013	Printed		CARTER WAT	CARTER WATERS	MISC SHOP ITEMS/PW & WWTF	1,141.78
20489	04/18/2013	Printed		COLEMAN	COLEMAN EQUIPMENT INC	NEW SU300 CASE SKID LOADER	39,813.30
20490	04/18/2013	Printed		CRANE	ASHLEY CRANE	YOUTH SPORTS REBATE	25.00
20491	04/18/2013	Printed		FEEZELL/TR	TRACI FEEZELL	YOUTH SPORTS REBATE	50.00
20492	04/18/2013	Printed		FOUTS	STEVE FOUTS	OVERSEED FESCUE TURF @ FOD	1,624.00
20493	04/18/2013	Printed		GCI CASTIN	GCI CASTINGS INC	STEEL MANHOLE PARTS/COLL SYS	2,183.00
20494	04/18/2013	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,773.25
20495	04/18/2013	Printed		HINTON	BILLY & KACY HINTON	YOUTH SPORTS REBATE	25.00
20496	04/18/2013	Printed		HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	FILL SAND FOR SHOP/WINTER ITEM	874.81
20497	04/18/2013	Printed		INGRAM C	CORI INGRAM	YOUTH SPORTS REBATE	25.00
20498	04/18/2013	Printed		ISTAS	KEVIN W ISTAS	REIMB CREDIT BAL-SEWER ACCT	30.35
20499	04/18/2013	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS,	MONTHLY LOCATE/MAR 2013-64	89.60
20500	04/18/2013	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	252.47
20501	04/18/2013	Printed		KS SECURED	KANSAS SECURED TITLE	TITLE SEARCHES/WC PKWY 158-155	475.00
20502	04/18/2013	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FINES	965.50
20503	04/18/2013	Printed		KELLY	MICHAEL E KELLY	CITY PROSECUTOR FEES	843.35
20504	04/18/2013	Printed		KEOPKE	REBECCA & RON KEOPKE	YOUTH SPORTS REBATE	25.00
20505	04/18/2013	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB	4,897.90
20506	04/18/2013	Printed		LAND CO	LAND CO REAL ESTATE SVCS	ROW ACQUISTION SVCS/WC PKWY	3,525.00
20507	04/18/2013	Printed		LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	LABOR LAW POSTERS	58.00
20508	04/18/2013	Printed		LV SHERIFF	LEAVENWORTH COUNTY	JAIL BOARD FEES	350.00
20509	04/18/2013	Printed		LEGGETT	CONNIE LEGGETT	REIMB MEAL/ALL DAY TRAINING	13.17
20510	04/18/2013	Printed		MICROFLEX	MICROFLEX	(6) CASES LATEX GLOVES	648.30
20511	04/18/2013	Printed		MIDAMER RC	MID-AMERICA REGIONAL	2013 LOCAL GOVT DUES/BASEHOR	1,049.00
20512	04/18/2013	Printed		MISSION CO	MISSION COMMUNICATIONS	ANNUAL SVC/LIFTSTATION MONITOR	2,431.80
20513	04/18/2013	Printed		POLYDYNE	POLYDYNE INC	(2)450LB 55 GAL DRUMS/POLIMER	1,080.00
20514	04/18/2013	Printed		SMITH & LO	SMITH & LOVELESS INC	REPAIR KIT/LIFT STAT VAC PUMP	226.18
20515	04/18/2013	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY	400.00
20516	04/18/2013	Printed		SPECTRA	SPECTRA	40LBS BIO BLOCKS/COLLECT SYSTM	1,475.00
20517	04/18/2013	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	4,323.23
20518	04/18/2013	Printed		WHISENANT	SHANNON WHISENANT	YOUTH SPORTS REBATE	25.00
20519	04/18/2013	Printed		WRIGHT EX	WRIGHT EXPRESS	FLEET FUEL CHARGES/MARCH	2,624.55

Total Checks: 36

Checks Total (excluding void checks):

115,653.66

*Lloyd Martley* 4-24-13  
 Lloyd Martley Date  
 Interim City Administrator

*Corey Swisher* 04/19/13  
 Corey Swisher Date  
 City Clerk/Finance Director

*Kristi Olson* 4/19/13  
 Kristi Olson Date  
 Accounting Clerk

City of Basehor  
Agenda Item Cover Sheet

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**Consent Agenda Item C**

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**Topic:**

Reuben Basehor Library (circa 1905)

**Action Requested:**

Consider possible sites for relocating the Rueben Basehor Library from its current location at 155<sup>th</sup> and Leavenworth Rd.

**Narrative:**

It has long been the desire of the Basehor Historical Museum Society to relocate the library to a more visible and accessible location. The old library is currently located at 155<sup>th</sup> and Leavenworth and the property owner has requested the building to be removed or it will be destroyed. The Historical Society is proposing that the building be relocated to the City Park.

**Presented by:**

Lloyd Martley, Interim City Admin.  
Ken Massingill, Chairman of the Board

**Administration Recommendation:**

None at this time

**Committee Recommendation:**

N/A

**Attachments:**

Request letter from the Basehor Historical Museum Society

**Projector needed for this item?**

No

*Basehor Historical Museum Society*  
Box 76  
Basehor, Kansas 66007

April 13, 2013

The Honorable Mayor and Members of the Basehor City Council  
2620 N. 155<sup>th</sup> St.  
Basehor, Kansas 66007

Dear Sirs,

The Basehor Historical Museum Society requests the opportunity to visit with the Council at an upcoming work session in regard to the Reuben Basehor Library (circa 1905).

It has long been a desire of the Basehor Historical Museum Society to relocate the library to a more visible and accessible location. Marilyn Banks is the new owner of the property at 155<sup>th</sup> and Leavenworth Road where the library is located. She has stated that she is anxious to have the library moved in a timely manner or she will dismantle it.

Before pursuing financing to relocate the library, we need to provide a permanent site. In researching possible sites, we feel the Basehor City Park would be an ideal spot for the visibility and accessibility that we seek for this historic landmark.

Our reason for attending the meeting is to see if the City Council would be in agreement to move the library to the city park. We welcome the opportunity to answer any questions and provide any additional information that may be needed.

Sincerely,

*Ken Massingill*  
*Mary Leonard*

Ken Massingill, Chairman of the Board  
Mary Leonard, Secretary

*Looking to the future... Remembering the past*



Proposed Building Location for the  
Reuben Basehor Historical Library.

© 2013 Google

Leavenworth Rd

Google earth

Google earth

feet  
meters

200

800



City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item D

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**Topic:**

Grinder Pump Release Agreement

**Action Requested:**

Approve Resolution 2013-09 and approve Release Agreement

**Narrative:** The sewer system for the property located at 15395 Briar Road failed requiring the installation of a grinder pump that will be connected to city sewer system. Once connected to the city sewer the landowner will release the city from any and all claims and demands of whatever nature for anything related to the new grinder pump.

**Presented by:**

Gene Myracle, City Superintendent  
Lloyd Martley, Interim City Admin.

**Administration Recommendation:**

Approve Resolution 2013-09 and Release Agreement

**Committee Recommendation:** N/A

**Attachments:**

Resolution 2013-09  
Release Agreement

**Projector needed for this item?**

No

**RESOLUTION NO. 2013-09**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND GREAT SOUTHERN BANK, REGARDING THE INSTALLATION OF A SEWER SYSTEM AT 15395 BRIAR ROAD, BASEHOR, LEAVENWORTH COUNTY, KANSAS.**

**WHEREAS**, the City of Basehor, Kansas wishes to enter into the Release Agreement, attached hereto as **Exhibit A**.

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

**Section 1.** That the Governing Body approves and hereby authorizes the Mayor to execute the Release Agreement with Great Southern Bank, attached as **Exhibit A**.

**Section 2.** That this resolution shall become effective upon passage.

PASSED by the Governing Body this \_\_ day of May, 2013.

APPROVED by the Mayor this \_\_ day of May, 2013.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marciano, City Attorney

**Exhibit A**  
**Release Agreement**

To be attached.

## RELEASE AGREEMENT

**THIS RELEASE AGREEMENT** ("Agreement") is executed by the City of Basehor, Kansas (the "City") and Great Southern Bank (the "Landowner") on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

1. **Background.** The Landowner owns the property located at 15395 Briar Road, in the Briarwood Estates Subdivision in Basehor, Kansas (the "Property"). The commercial building located on the Property houses two separate units. The Property was annexed to the City on February 19, 2013. Accordingly, any installations of new sewer systems must meet the city code.

As of the execution of this Agreement, the existing sewer system has failed, requiring the installation of a new sewer system. In order to meet the city code, there must be a sewer connection for each unit in the building. In addition, all other sewer system standards in the city code must be met in order for connection to be allowed to the City's sewer system.

2. **Agreement.** The Landowner acknowledges that the new sewer system must meet the city code in all respects, and that the City shall have no responsibility related to the installation of the new sewer system on the Property. In addition, the Landowner acknowledges that any maintenance, repair, or replacement obligations are its sole responsibility. The City acknowledges that once it is determined by the City that the sewer system standards contained in the city code are met, the Landowner will be allowed to connect to the City's sewer system.

3. **Release.** The Landowner, its successors and assigns, expressly release the City 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 installation, maintenance, repair or replacement of the new sewer system, including all claims raised or that could have been raised, 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. **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.

5. **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.

6. **Agreement Running with the Land.** Each term, covenant, condition and agreement contained herein with respect to the Property shall be a burden on the Property and shall run with the land.

7. **Counterparts.** The parties acknowledge that this Agreement may be executed in two or more counterparts.

THE CITY OF BASEHOR, KANSAS

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

ATTEST

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

**LANDOWNER**

Great Southern Bank

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

\_\_\_\_\_  
Date

City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item E

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**Topic:**

Meeting days, Ordinance 623

**Action Requested:**

Approve Ordinance 623 amending meeting days

**Narrative:**

Regular meetings are held on the 3<sup>rd</sup> Monday of each month. If the meeting date falls on a legal holiday or any other observed holiday the meeting will be held the following Monday. Ordinance 623 will change stating that if the regular meeting falls on a legal holiday or any other observed holiday the regular meeting will be held the next day (Tuesday).

**Presented by:**

Lloyd Martley, Interim City Admin.

**Administration Recommendation:**

Approve Ordinance 623

**Committee Recommendation:** N/A

**Attachments:**

Ordinance 623

**Projector needed for this item?**

No

ORDINANCE NO. 623

AN ORDINANCE AMENDING ARTICLE I, SECTION 1-203 OF THE BASEHOR CITY CODE BY CHANGING THE MEETING SCHEDULE FOR THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That the Basehor City Code, Article 1, Section 1-203 shall be amended with the deletion of the stricken text, and the addition of the underlined text as follows:

SAME: MEETINGS (a) Regular meetings of the governing body of the City of Basehor shall be held on the 3<sup>rd</sup> Monday of each month at 7 P.M. In the event the regular meeting day shall fall on any legal holiday or any day observed as a holiday by the city offices, the governing body shall meet the ~~following Monday~~ Tuesday immediately following the regular meeting day.

(b) Special meetings may be called by the mayor or acting mayor, on the written request of any three members of the council, specifying the object and purpose of such meeting, which request shall be read at a meeting and entered at length on the journal.

(c) Regular or special meetings of the governing body may be adjourned for the completion of its business as such subsequently time and place as the governing body shall determine in its motion to adjourn.

(d) A Work Session of the governing body shall be held each month. Public notice shall be given of the date, time and location of the Work Session.

Section 2. That all other ordinances or parts of ordinances in conflict with the provisions of this Ordinance shall be and are hereby repealed.

Section 3. That this ordinance shall take effect and be in force from an after its publication in the official city newspaper.

PASSED by the Governing Body this \_\_\_ day of May, 2013.

APPROVED by the Mayor this \_\_\_ day of May, 2013.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item F

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**Topic:**

Repeal Ordinance 545

**Action Requested:**

Approve Ordinance 624 repealing Ord. 545 that established a rate for payment in lieu of constructing sidewalks. Refund \$8,181.79 to the Basehor Library.

**Narrative:**

Ordinance 545 allowed property owners who have filed a development application with the city for property that is adjacent to non-curb and non-guttered street(s) to pay a fee in lieu of constructing sidewalks that otherwise would be required for the development with the understanding that the sidewalks would later be put in by the city using the money paid by the developers. The Basehor Library paid \$8,181.79 per Ord. 545 and the sidewalks were never put in.

**Presented by:**

Lloyd Martley, Interim City Admin.  
Mitch Pleak, City Engineer

**Administration Recommendation:** Approve Ord. 624 and refund the Basehor City Library \$8,181.79 for their PILOC

**Committee Recommendation:** N/A

**Attachments:**

Ordinance 545  
Ordinance 624

**Projector needed for this item?**

No

ORDINANCE NO. 624

AN ORDINANCE REPEALING IN ITS ENTIRETY ORDINANCE NO. 545, ENTITLED "AN ORDINANCE ESTABLISHING THE RATE FOR PAYMENTS IN LIEU OF CONSTRUCTION (PILOC) RELATING TO THE CONSTRUCTION OF SIDEWALKS ASSOCIATED WITH DEVELOPMENT APPROVALS ON PROPERTY ADJACENT TO NON-CURB AND NON-GUTTERED STREETS IN THE CITY OF BASEHOR".

WHEREAS, after due consideration, the City Council of the City of Basehor desires to repeal Ordinance 545, establishing Payments in Lieu of Construction of Sidewalks.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That Ordinance 545, establishing Payments in Lieu of Construction of Sidewalks, be repealed in its entirety.

Section 2. That all other ordinances or parts of ordinances in conflict with the provisions of this Ordinance shall be and are hereby repealed.

Section 3. That this ordinance shall take effect and be in force from an after its publication in the official city newspaper.

PASSED by the Governing Body this \_\_\_\_ day of May, 2013.

APPROVED by the Mayor this \_\_\_\_ day of May, 2013.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney



1400 N. 158th Street • Basehor, KS 66007  
Phone 913-724-2828 • Fax 913-724-2898

January 14, 2010

City of Basehor  
P.O. Box 406  
Basehor, KS 66007

Enclosed you will find our check number 14144 in the amount of \$8,181.79 for our payment-in-lieu of construction for the sidewalk along 158<sup>th</sup> Street. Please provide us with a confirmation of payment received and paid in full for our files.

If you have any questions or require additional information, please contact me at 913-724-2828 or by e-mail at [ckaiser@basehorlibrary.org](mailto:ckaiser@basehorlibrary.org).

Thank you.

A handwritten signature in cursive script that reads "Carla Kaiser". The signature is written in dark ink and is positioned above the typed name and title.

Carla Kaiser, Director  
Basehor Community Library

City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item G

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**Topic:**

Discharge of fireworks Ordinance 625

**Action Requested:**

Grant permission per ordinance 625 for fireworks to be shot on the 5<sup>th</sup> and 6<sup>th</sup> until 11:59 pm due to the 4<sup>th</sup> falling on a Thursday.

**Narrative:**

Ordinance 326 allows for fireworks to be discharged in the city on the 4<sup>th</sup> from 9 am to 11:59 pm, the 5<sup>th</sup> from 10 am to 10 pm. The ordinance does not allow for extra hours or days when fireworks can be discharged. Ordinance 625 was created to allow council the opportunity to grant permission for extending the discharge days and hours. With the holiday falling on a Thursday, I have received some calls from citizens asking about this situation.

**Presented by:**

Lloyd Martley, Interim City Admin.

**Administration Recommendation:**

Approve Ordinance 625 granting permission for the extension of discharge days and hours

**Committee Recommendation:** N/A

**Attachments:**

Ordinance 625

**Projector needed for this item?**

No

ORDINANCE NO. 625

AN ORDINANCE AMENDING ARTICLE III, SECTION 7-303 OF THE BASEHOR CITY CODE BY AMENDING THE ABILITY OF THE GOVERNING BODY TO ALLOW THE DISCHARGE OF FIREWORKS IN THE CITY OF BASEHOR, KANSAS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That the Basehor City Code, Article 3, Section 7-303 shall be amended with the addition of the underlined text as follows:

SAME; EXCEPTIONS; DISCHARGES. (a) Section 7-302 of this article shall not apply to the fire or discharge of fireworks in the city between the hours of 10:00 a.m. and 10:00 p.m. from June 30<sup>th</sup> through July 3<sup>rd</sup>, July 4<sup>th</sup> from 9:00 a.m. through 11:59 p.m., and July 5<sup>th</sup> from 10:00 a.m. to 10:00 p.m. unless the governing body of the city passes a resolution stating that due to weather and/or other conditions, that a fire hazard exists in the city and notice is given no later than the 29<sup>th</sup> day of June, by publication of the resolution in the official city newspaper, that an emergency exists with respect to the discharge, sale or possession of fireworks within the city until such ban is lifted by the governing body of the city.

(b) The governing body may, in its discretion, grant permission for the fire or discharge of fireworks in the city on days other than the stated exceptions in section (a), above, for the July 4<sup>th</sup> holiday, and may, in its discretion, grant permission at any time for the public display of fireworks by responsible individuals or organizations when such display or displays shall be of such a character and so located, discharged and fired as shall not be a fire hazard or endanger persons or surrounding property.

(c) It shall be unlawful for any person, firm or corporation to give any public display of fireworks without having first obtained a permit therefore.

(d) Fireworks shall not be ignited or discharged within 300 feet of any hospital, infirmary or retirement home.

Section 2. That all other ordinances or parts of ordinances in conflict with the provisions of this Ordinance shall be and are hereby repealed.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this \_\_\_ day of May, 2013.

APPROVED by the Mayor this \_\_\_ day of May, 2013.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item H

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**Topic:**

Health, Dental and Vision Benefits Renewal

**Action Requested:**

Approve employee Health, Dental and Vision Benefits

**Narrative:**

The City annually reviews and renews employee health benefits during the month of May. The City's health benefits renew on July 1 of each year. Due to attrition the employee benefit fund began with a balance of \$135,031. Renewing the employee health benefits for 2013-14 will not require an increase in the current 7.629 mill levy

**Presented by:**

Lloyd Martley, Interim City Admin.  
Corey Swisher, City Clerk/Finance Director

**Administration Recommendation:**

Approve renewal rates for employee health benefits

**Committee Recommendation:** N/A

**Attachments:**

Delta Dental Proposal  
VSP Agreement  
BCBS Health Insurance Proposal  
BCBS Short & Long Term Disability Proposal

**Projector needed for this item?**

No

# MEMO

Date: May 20, 2013

To: Governing Body

From: Lloyd Martley, Interim City Admin.  
Corey Swisher, City Clerk/Finance Director

Ref: Health, Dental and Vision Benefits Renewal

The City annually reviews and renews health benefits during the month of May. The City's health plans renew on July 1 of each year.

Due to employee attrition and the mandatory 90 day waiting period prior to receiving health benefits the City's Employee Benefit Fund began FY2013 with a \$135,031 balance. Providing employee benefits in 2013-14 will not require an increase to the Funds current 7.629 mill levy.

The City received the following renewal proposals for 2013-2014:

Delta Dental:

The Delta Dental renewal proposal increased \$1.16 per for a single employee per month. The increase for a family is \$2.91 per month. The approximate increase in the cost to the City would be approximately \$600 annually.

- Vision Services Plan:

No change. Current agreement will remain in place until June 30, 2014.

- BlueCross Blue Shield of Kansas Health Insurance:

Blue Cross Blue Shield of Kansas renewal proposal increased 8.8% to provide health insurance to the City of Basehor. The proposed increase per month for a single employee is \$31.66, for employee spouse \$18.17, employee children \$22.07 and for family \$40.23.

The average increase in the cost of health insurance for organizations the size of the City of Basehor was between 7% and 29% this year.

- Blue Cross Blue Shield of Kansas Short and Long Term Disability:

The City received the annual short & long term disability renewal proposal from Blue Cross Blue Shield of Kansas which does not include an increase.

2013/14 City of Basehor Health Benefit Costs

BCBS of Medical Insurance Premiums & Employee Deductions 2013-2014 - Effective 7/1/13					
Coverage	% increase for 2013-2014	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	8.80%	\$390.86	\$390.86	\$0.00	
Emp/Spouse	8.80%	\$839.38	\$615.12	\$224.26	\$112.13
Emp/Children	10.40%	\$802.61	\$596.74	\$205.88	\$102.94
Family	9.80%	\$1,251.13	\$821.00	\$430.14	\$215.07

Midwest Public Risk - Dental Premiums & Employee Deductions 2013-2014 - Effective 7/1/13					
Coverage	% increase for 2013-2014	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	3.51%	\$34.16	\$34.16	\$0.00	\$0.00
Emp/Spouse	3.50%	\$85.91	\$51.75	\$25.88	\$12.94
Emp/Children	3.50%	\$85.91	\$51.75	\$25.88	\$12.94

Vision Service Plan - Premiums & Employee Deductions 2013-2014 Effective 7/1/13					
Coverage	% increase for 2013-2014	Invoice total per plan	Employer Responsibility	Employee Responsibility	Employee Deduction per pay Period
Single	0%	\$12.48	\$12.48	\$0.00	\$0.00
Emp/Spouse	0%	\$19.97	\$16.22	\$3.75	\$1.88
Emp/Children	0%	\$20.38	\$16.43	\$3.95	\$1.98
Family	0%	\$32.86	\$22.67	\$10.19	\$5.10



Blue Choice Network

**Grandfathered  
CITY OF BASEHOR  
Comprehensive Major Medical<sup>SM</sup>**

Benefits include but are not limited to:

26433

Effective Date: July 01, 2013

<b>Deductible</b>	\$500 per person (\$1,000 two-or-more persons).
<b>Coinsurance</b>	80/20 -- Plan pays 80%; individual pays 20% up to \$1,000 per person (\$2,000 two-or-more persons) maximum.
<b>Office Visits</b>	\$25 copay per visit (includes eye exams).
<b>Outpatient Prescription Drug Coverage</b>	Copay: \$15 generic, \$30 formulary brand, \$45 non-formulary. Mail order: 2.5 times copay amount.
<b>Outpatient Radiology and Laboratory Services</b>	100% of the allowable charges to a maximum of \$300 per person, then subject to deductible and coinsurance.
<b>Emergency Room Copay</b>	\$100 per incident, then subject to deductible and coinsurance.
<b>Accidental Injuries</b>	Pays 100% up to \$1,000 per person each benefit period, then subject to deductible and coinsurance.
<b>Outpatient Immunizations and Injections</b>	Pays 100% of allowance.
<b>Home Health Care/Hospice</b>	Pays 100% of allowable charges for Home Health Care; Hospice paid at 100% with a \$5,000 lifetime maximum.
<b>Mental Illness and Substance Use Disorders</b>	Covered.
<b>Lifetime maximum</b>	Unlimited for each covered person.
<b>Eligible dependents</b>	Covered to age 26.

**Monthly Premium**

<u>Type of Coverage</u>	<u>Health</u>
Employee	\$390.86
Employee/Child	\$802.61
Employee/Spouse	\$839.38
Family	\$1251.13

Dental:  Yes  No

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

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

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

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

For Office Use Only	
Effective Date: _____	Completed Date: _____

## RATE COMPARISON FOR CITY OF BASEHOR

### Grandfathered

<u>MONTHLY RATES:</u>	<u>EMPLOYEE</u>	<u>EMPLOYEE/ CHILD(REN)</u>	<u>EMPLOYEE/ SPOUSE</u>	<u>EMPLOYEE/ DEPENDENTS</u>
CURRENT PREMIUMS EFFECTIVE 07/01/12:	\$359.20	\$726.82	\$771.38	\$1,139.01
RENEWAL PREMIUMS EFFECTIVE 07/01/13:	<u>\$390.86</u>	<u>\$802.61</u>	<u>\$839.38</u>	<u>\$1,251.13</u>
TOTAL ADJUSTMENT	\$31.66	\$75.79	\$68.00	\$112.12
% ADJUSTMENT	8.8%	10.4%	8.8%	9.8%

### Non-Grandfathered

<u>MONTHLY RATES:</u>	<u>EMPLOYEE</u>	<u>EMPLOYEE/ CHILD(REN)</u>	<u>EMPLOYEE/ SPOUSE</u>	<u>EMPLOYEE/ DEPENDENTS</u>
CURRENT PREMIUMS EFFECTIVE 07/01/12:	\$359.20	\$726.82	\$771.38	\$1,139.01
RENEWAL PREMIUMS EFFECTIVE 07/01/13:	<u>\$394.88</u>	<u>\$810.90</u>	<u>\$848.02</u>	<u>\$1,264.06</u>
TOTAL ADJUSTMENT	\$35.68	\$84.08	\$76.64	\$125.05
% ADJUSTMENT	9.9%	11.6%	9.9%	11.0%

The renewal premiums shown above are based on an effective date of July 1, 2013 and contract counts of 12 Employees, 4 Employee/Child(ren), 3 Employee/Spouse and 4 Employee/Dependents.

February 28, 2013



MS KRISTI OLSON  
CITY OF BASEHOR  
2620 N 155TH ST  
BASEHOR, KS 66007-9250

DEAR MS KRISTI OLSON:

At VSP Vision Care, we're focused on taking great care of you and your organization. Your satisfaction is our top priority. That's why your VSP plan that expires June 30, 2013 will **automatically** renew effective July 1, 2013, ensuring your members will continue to enjoy uninterrupted service.

Additionally, we've enhanced your contact lens benefit by separating the contact lens exam (fitting and evaluation) from material coverage. This new benefit design allows members to use their full contact lens allowance toward contact lenses and provides both standard and premium fit contact lens wearers a covered-in-full contact lens exam after a copay that will never exceed \$60.

From eyewear selection to provider locations, choice is important. That's why VSP Open Access<sup>SM</sup> provides members the flexibility to use their VSP benefits at any location, including specialty optical boutiques or retail chains. While 95% of our members choose a VSP provider to maximize their benefit, we offer a generous reimbursement schedule for services from all other providers.

Group Name/Number:	CITY OF BASEHOR / 30014536
Renewal Period:	July 1, 2013 - June 30, 2015
Current Plan Frequency:	12 / 12 / 12
Current Copay:	\$10 Exam / \$25 Materials
Current Rates:	\$12.48 / 19.97 / 20.38 / 32.86
Renewal Rates:	\$12.48 / 19.97 / 20.38 / 32.86

**If you elect to renew your current plan, no further action is required.** Please consider VSP your long-term partner in helping you maximize your benefit dollars. To learn more about other plans and ways you can enhance your coverage, please contact your VSP representative, **Sara Bolchi, at (800) 216-6248.**

Central Team



## Your Vision Benefit Summary

Keep your eyes healthy with CITY OF BASEHOR and VSP® Vision Care.

### Using your VSP benefit is easy.

- **Find an eyecare provider who's right for you.**  
With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider. To find a VSP doctor, visit [vsp.com](http://vsp.com) or call **800.877.7195**.
- **Review your benefit information.** Visit [vsp.com](http://vsp.com) to review your plan coverage before your appointment.
- **At your appointment, tell them you have VSP.** There's no ID card necessary.

**That's it! We'll handle the rest**—there are no claim forms to complete when you see a VSP doctor.

### Personalized Care

A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

### Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options for you and your family. You'll have access to great brands, like bebe®, Calvin Klein, Disney, FENDI, Nike, and Tommy Bahama®.

### Plan Information

**VSP Coverage Effective Date:** 07/01/2013  
**VSP Doctor Network:** VSP Signature

Benefit	Description	Cost
<b>Your Coverage with a VSP Doctor</b>		
WellVision Exam	<ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every plan year*</li> </ul>	\$10
Prescription Glasses		\$25
Frame	<ul style="list-style-type: none"> <li>• \$130 allowance for a wide selection of frames</li> <li>• 20% off amount over your allowance</li> <li>• Every plan year</li> </ul>	Included in Prescription Glasses
Lenses	<ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> <li>• Polycarbonate lenses for dependent children</li> <li>• Every plan year</li> </ul>	Included in Prescription Glasses
Lens Options	<ul style="list-style-type: none"> <li>• Tints/Photochromic lenses-Transitions</li> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average 35-40% off other lens options</li> </ul>	\$0 \$50 \$80 - \$90 \$120 - \$160
Contacts (instead of glasses)	<ul style="list-style-type: none"> <li>• \$130 allowance for contacts; copay does not apply</li> <li>• Contact lens exam (fitting and evaluation)</li> <li>• Every plan year</li> </ul>	Up to \$60
<b>Glasses and Sunglasses</b>		
	<ul style="list-style-type: none"> <li>• 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam.</li> </ul>	
Extra Savings and Discounts	<b>Retinal Screening</b> <ul style="list-style-type: none"> <li>• Guaranteed pricing on retinal screening as an enhancement to your WellVision Exam.</li> </ul> <b>Laser Vision Correction</b> <ul style="list-style-type: none"> <li>• Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>	

### Your Coverage with Other Providers

Visit [vsp.com](http://vsp.com) for details, if you plan to see a provider other than a VSP doctor.

Exam.....up to \$50	Lined Trifocal Lenses.....up to \$100
Frame.....up to \$70	Progressive Lenses.....up to \$75
Single Vision Lenses.....up to \$50	Contacts.....up to \$105
Lined Bifocal Lenses.....up to \$75	Tints.....up to \$5

\*Plan year begins in July  
VSP guarantees coverage from VSP doctors only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

	Dental Rates		
	Rates 7/1/2013-6/30/2014		
	Active	Cobra	Retiree
<b>Dental \$1250</b>			
Employee	\$34.16	\$34.84	\$42.69
Family	\$85.91	\$87.62	\$107.38

Rates assume participation guidelines are met:

Dental: 75% of eligible employees

Employer required to pay minimum of 50% of employee only cost.

City of Basehor  
Agenda Item Cover Sheet

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Consent Agenda Item I

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**Topic:**

Appointment of City Prosecutor

**Action Requested:**

Approve Resolution 2013-11 appointing KiAnn McBratney as our City Prosecutor

**Narrative:**

Mike Kelly is currently our City Prosecutor and I am recommending the appointment of KiAnn McBratney as our City Prosecutor.

**Presented by:**

Lloyd Martley, Interim City Administrator

**Administration Recommendation:**

Approve as presented

**Committee Recommendation:**

N/A

**Attachments:**

Resolution 2013-11  
Independent Contractor Agreement

**Projector needed for this item?**

No

**RESOLUTION NO. 2013-11**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND KIANN MCBRATNEY REGARDING PROSECUTORIAL SERVICES**

**WHEREAS**, the City of Basehor, Kansas wishes to enter into that certain Independent Contractor Agreement with KiAnn McBratney, attached hereto as **Exhibit A**, regarding prosecutorial services for the City of Basehor, Kansas.

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

**Section 1.** That the Governing Body approves and hereby authorizes the Mayor to execute the Independent Contractor Agreement, attached as **Exhibit A**.

**Section 2.** That this resolution shall become effective upon passage.

PASSED by the Governing Body this \_\_\_ day of May, 2013.

APPROVED by the Mayor this \_\_\_ day of May, 2013.

[SEAL]

\_\_\_\_\_  
David Breuer, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

**Exhibit A**  
**Independent Contractor Agreement**

To be attached.

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is made as of the 21st day of May, 2012, by and between **THE CITY OF BASEHOR, KANSAS** (hereinafter "the City") and **KIANN MCBRATNEY** (hereinafter "Ms. McBratney"),  
3723 N. 152<sup>nd</sup> Ct., Basehor, Kansas 66007.

In consideration of the mutual covenants hereinafter set forth, the City and Ms. McBratney hereby agree as follows:

1. **Services.** The City hereby engages Ms. McBratney to provide to the City all prosecutorial legal services needed by the City, of whatever nature. Such services shall include those set forth in the Basehor City Code. Ms. McBratney agrees to perform the services in a timely, competent, and professional manner, and in accordance with all applicable laws, regulations, and ordinances, and the terms and conditions of this Agreement.
2. **Qualifications.** Ms. McBratney agrees that she will maintain her license and memberships to practice law in all Kansas State and Federal Courts, and will maintain professional liability insurance.
3. **Compensation.** In consideration of the agreements and provisions contained herein, the City agrees to pay Ms. McBratney \$85 per hour to perform any and all prosecutorial services on behalf of the City but such payment to Ms. McBratney shall not, in any event, be less than \$400 per month.
4. **Billing Statements.** Billing statements shall be sent to the City on a monthly basis itemizing services performed pursuant to this Agreement.
5. **Miscellaneous Expenses.** The City will reimburse Ms. McBratney for miscellaneous, out-of-pocket expenses, such as copies, postage, and other expenses directly related to her duties as prosecutor.
6. **Other Employment.** During the term hereof, Ms. McBratney is free to pursue other business interests and representation so long as such activities do not adversely affect her duties as City Prosecutor.
7. **Term and Termination.** This Agreement shall be effective retroactive to the date Ms. McBratney was appointed by the Mayor and approved by the City Council. The Agreement shall be renewable for successive one year periods unless three-months' notice of non-renewal is given by either party.

**IN WITNESS WHEREOF**, the parties, voluntarily and with full knowledge of the contents hereof, have executed this Agreement.

**THE CITY OF BASEHOR, KANSAS:**

By: \_\_\_\_\_  
Mayor David Breuer, with consent of a  
majority of the City Council

**KIANN MCBRATNEY:**

\_\_\_\_\_

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 5

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**Topic:**

Wolf Creek Junction, City of Basehor and First State Bank Property Agreement

**Action Requested:**

Review and discuss property agreement

**Narrative:**

See agreement

**Presented by:**

Lloyd Martley, Interim City Admin

**Administration Recommendation:**

Approve agreement as written

**Committee Recommendation:**

N/A

**Attachments:**

Agreement  
Resolution

**Projector needed for this item?**

No

**RESOLUTION NO. 2013-10**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND FIRST STATE BANK & TRUST, REGARDING WOLF CREEK JUNCTION.**

**WHEREAS**, the City of Basehor, Kansas wishes to enter into the Agreement Regarding Wolf Creek Junction with First State Bank & Trust, attached hereto as **Exhibit A**.

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

**Section 1.** That the Governing Body approves and hereby authorizes the Mayor to execute the Agreement Regarding Wolf Creek Junction with First State Bank & Trust, attached as **Exhibit A**.

**Section 2.** That this resolution shall become effective upon passage.

PASSED by the Governing Body this \_\_ day of May, 2013.

APPROVED by the Mayor this \_\_ day of May, 2013.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

**Exhibit A**  
**Agreement Regarding Wolf Creek Junction**

To be attached.

AGREEMENT REGARDING WOLF CREEK JUNCTION  
BETWEEN  
CITY OF BASEHOR, KANSAS AND FIRST STATE BANK & TRUST

This Agreement Regarding Wolf Creek Junction is entered into by and between the City of Basehor, Kansas (the "City") and First State Bank & Trust (the "Bank") (the "Parties"), and dated and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date").

WHEREAS, Wolf Creek Junction ("Wolf Creek") is a subdivision generally located at the intersection of U.S. Highway 24/40 and 153<sup>rd</sup> Street in the City, and was established for the development of a retail shopping center; and

WHEREAS the Wolf Creek Junction Transportation Development District was approved by the City on June 5, 2006 to finance transportation projects related to the development of a retail shopping center; and

WHEREAS, the following agreements were executed with respect to the development of a retail shopping center within Wolf Creek:

1. Cooperative Agreement Regarding Transportation Improvements at the Intersection of 150<sup>th</sup> Street and U.S. Highway 24/40- between the City and Basehor Properties- October 20, 2008 –attached as **Exhibit A**.
2. First Amendment to Cooperative Agreement Regarding Transportation Improvements at the Intersection of 150<sup>th</sup> Street and U.S. Highway 24/40- between the City and Basehor Properties- July 20, 2009- attached as **Exhibit B**.
3. Agreement Regarding Triangle Property- between Basehor Properties and the Bank- August 25, 2010- attached as **Exhibit C**.

WHEREAS, the above agreements contemplated improvements related to the development of a retail shopping center within Wolf Creek, including the realignment of the existing 150<sup>th</sup> Street; and

WHEREAS, a certain property described in **Exhibit D** is known as the "Triangle Property", and was an integral part of the Cooperative Agreement and the First Amendment to the Cooperative Agreement and the realignment of the existing 150<sup>th</sup> Street; and

WHEREAS, the above agreements contained obligations relating to improvements related to the development of a retail shopping center within Wolf Creek for all parties to the above agreements; and

WHEREAS, the Parties to the above agreements wish to release the obligations included within the agreements and impose new obligations among and between themselves.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. That the Bank assumes and agrees to perform all of the terms, covenants and conditions of the above agreements on the part of Basehor Properties therein required to be performed.
2. That the City agrees to deed the Triangle Property to Midamerican Investments, LLC, a subsidiary of the Bank, within 60 days of the approval and execution of this Agreement.
3. That the Bank will dedicate the right of way for the new 150<sup>th</sup> Street alignment to the City by deed, if and when it is determined by the Parties to be a desirable project.
4. That the Bank will cause the removal of any and all structures or other objects located within the right of way prior to acceptance of the dedication of right of way by the City.
5. That the City will not vacate the existing 150th Street right of way unless or until the new 150th Street alignment right of way is dedicated by the Bank, accepted by the City, and the new 150<sup>th</sup> Street is finalized, constructed and ready for traffic.
6. That the City will have no obligation to fund or construct the new 150<sup>th</sup> Street alignment.
7. That the Parties release each other from any and all other obligations owed to it under the above agreements, and 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 provisions of or performance of this Agreement, 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.
8. This Agreement shall be binding on and inure to the benefit of the Bank and the City and all their successors and assigns.
9. This Agreement constitutes the entire agreement among the Parties with respect to the matters set forth herein, and all prior oral or written agreements with respect to the matters set forth herein are superseded by this Agreement.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and shall be binding on any party executing the same, and all which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be fully executed on the Effective Date and represent that the individuals executing this Agreement on behalf of the Parties have the express authority to do so.

CITY OF BASEHOR, KANSAS

\_\_\_\_\_  
Mayor David Breuer

Attest:

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

FIRST STATE BANK & TRUST

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

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

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

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF LEAVENWORTH    )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public, in and for said state, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of First State Bank & Trust, known to me to be the person described in and who executed the within document on behalf of said First State Bank & Trust, and acknowledged to me that HE/SHE acknowledged execution thereof to be on behalf of and the free act and deed of First State Bank & Trust.

Subscribed and sworn to me the day and year above written.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**EXHIBIT A**

**Cooperative Agreement Regarding Transportation Improvements at the Intersection of  
150<sup>th</sup> Street and U.S. Highway 24/40**

**EXHIBIT B**

**First Amendment to Cooperative Agreement Regarding Transportation Improvements at  
the Intersection of 150<sup>th</sup> Street and U.S. Highway 24/40**

**EXHIBIT C**

**Agreement Regarding Triangle Property**

**EXHIBIT D**

**Legal Description of the Triangle Property**

# Leavenworth County, KS



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City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 6

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**Topic:**

Purchase of Karbon Arms MPID's (Multi-purpose Immobilization Devices)

**Action Requested:**

Approval to purchase 13 Karbon Arms MPID's not to exceed 15,000 dollars.

**Narrative:**

Law Enforcement has seen a steady increase in violent crimes over the past few years. An investment in MPID's for the safety of officers, suspects and the community can pay for itself quickly if a wrongful death settlement or workers compensations claim for injuries to officers or suspects can be avoided. There are over 13,000 police agencies in over 40 countries that currently use MPID's. Locally, we are the only agency within the entire Kansas City Metropolitan area that does not carry MPID's.

**Presented by:**

Lloyd Martley, Chief of Police

**Administration Recommendation:**

Approve purchase of MPID's

**Committee Recommendation:** N/A

**Attachments:**

Memo, quote from Karbon Arms

**Projector needed for this item?**

No

# MEMO

Date: May 20, 2013

To: Governing Body

From: Lloyd Martley

Ref: MPID (Multi-Purpose Immobilization Device)

Governing Body,

Over the past few years we have seen a steady increase in domestic violence, burglaries, thefts and domestic dispute cases. For years, police officers have sought tactics and equipment to facilitate the safe arrest of violent, combative subjects whose actions don't justify the use of deadly force. When following the KLETC use of force continuum once an officer reaches the level of empty hand control which includes both soft and hard techniques including the use of a baton or OC the only option left for our department is lethal force. This is where the development and use of MPID's (Multi-Purpose Immobilization Devices) become a viable option. There are currently 13,000 agencies in over 40 countries that deploy a combined total of more than 300,000 MPID's. Locally, we are the only agency within the entire Kansas City Metropolitan area that does not use MPID's as an intermediate level (less than lethal) use of force.

The use of a MPID is an investment in the safety of police officers, suspects and the community. It's a financial investment that can pay for itself quickly if a wrongful death settlement or workers compensations claim for injuries to officers or suspects can be avoided. The majority of officers injured on duty are injured during non-deadly force encounters. Fewer officer injuries mean fewer workers' compensation claims and less officer downtime. 100% of the MPID implementations reduced officer and suspect injuries.

MPID's can also save lives and reduce deadly force encounters. The use of a MPID in a dangerous confrontation can frequently bring the situation under control and prevent the risk of escalation to deadly force. In fact, agencies with MPID's have reported a significant drop in the use of deadly force levels. MPID's have also helped reduce the level injures to suspects. When an officer is faced with a violent, resistant subject the use of a MPID reduces the risk of injury not only to the officers involved, but the arrestee as well.

Due to the unparalleled accountability in MPID devices, agencies have seen a reduction in excessive force litigation. Unfortunately, use of force litigation against the police is business as usual in our litigious society. Since the MPID device has among the lowest risk of injury

compared to other use of force options, the courts have routinely held that the use of a MPID device by police does not constitute excessive use of force or cruel and unusual punishment.

I am recommending that we purchase 13 Karbon Arms MPID units this year to include the accompanying necessary equipment to certify 12 officers, leaving one unit for backup in case of equipment failure and to have the capability to download the devices after being used.

The price quoted from Karbon Arms for 13 units including all other required equipment is \$12,000.00. I would like council to approve the purchase of tasers not to exceed \$15,000.00 to allow for additional cartridges and training.

Lloyd Martley  
Chief of Police

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 7

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**Topic:**

Sewer Service Rates – Ordinance 626

**Action Requested:**

Approve Ordinance 626 changing Section 15-239. Residential sewer service charge.

**Narrative:**

Due to the difficult task of reevaluating residential sewer service charges in January and then having to calculate the automatic increases in May staff is recommending that these processes be completed one time effective May 1 of each year. Staff is also recommending that units connected to the sewer system that has not established water usage rates be charged the median service charge of May 1 for the current year until actual average use rates can be determined.

**Presented by:**

Lloyd Martley, Interim City Administrator

**Administration Recommendation:**

Approve Ordinance 626

**Committee Recommendation:** N/A

**Attachments:**

Ordinance 626

**Projector needed for this item?**

No

ORDINANCE NO. 626

AN ORDINANCE AMENDING SECTION 15-239, ENTITLED " RESIDENTIAL SEWER SERVICE CHARGE", OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend and update Section 15-239 of the City Code of the City of Basehor, Kansas; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That Section 15-239 of the City Code of the City of Basehor, Kansas, shall be amended with the addition of the underlined text set forth in the pertinent existing section set forth herein:

15-239 RESIDENTIAL SEWER SERVICE CHARGE. (a) As of January 1, ~~2011~~, of each year, the individual monthly charge for residential sewage treatment ~~will be \$10.61 per thousand gallons of water consumed~~, will be evaluated based on the average per thousand gallons of water consumed ~~for the month of December, and January and February of the next year. The monthly water consumption records will be obtained by the City from Consolidated Rural Water District No. 1, Suburban Water Company, or any other water provider. Once the per thousand gallon average is determined, the rate for water consumed will automatically be increased by 2.5% effective May 1 of each year. Said monthly rate per thousand gallons of water shall automatically increase by 2.5% effective January 1 of each year. Monthly water consumption records will be obtained by the city from Consolidated Rural Water District No. 1, Suburban Water Company or any other water provider.~~

~~(b) The average water consumption shall be based upon the average of the water consumed for the month of December of the previous year and the months of January and February of the current year. Each year thereafter, the average usage will be calculated utilizing the historical data in the same manner. Monthly billing changes will be effective May 1 of each year.~~

~~(be) In the event that a customer establishes from reasonable evidence that the three month average is not representative of their actual usage, then the billing clerk with the consent of the city administrator is authorized to recalculate the appropriate usage based upon the information provided. Adjustments shall not be retroactive and will take effect with the next monthly billing cycle. No adjustments to utility accounts shall be made until the customer's account is paid in full.~~

~~(cd) Units that water consumption records may not be available for all of the months of December, January and February may be charged based on the average of one to three months preceding or following these months.~~

~~(de) Units that are connected to the sewer system that have not established water usage rates shall be assigned the median city sewer service charge of May 1 for the current year until~~

~~an actual average use rate can be determined. after the effective date, or units that do not receive water service from Consolidated Rural Water District No. 1 or Suburban Water Company, or units that water usage records are otherwise not available, shall be assigned an average monthly water consumption of 6,350 gallons, until an actual average can be determined or the unit may be charged on a per capita basis of 100 gallons per day per occupant.~~

~~(ef) The monthly charge for new units that will significantly exceed the monthly average of 6,350 gallons may be based on actual water usage, on a month-to-month basis, until an accurate average can be determined.~~

~~(fg) The minimum monthly sewer rate charge will be equal to the usage rate set forth in subsection (a) and multiplied by 1.5. charge per thousand gallons of water set forth in subsection (a) above multiplied by 1.5.~~ Units that are vacant will be charged the minimum fee for each month they are vacant.

(gh) Each single or multi-family unit consisting of four or less sewer connections to be made will be charged a connection fee based on the current connection fee for each individual unit. Structures that consist of five units or more, including but not limited to, apartments, motel/hotel, commercial light industrial and any other complexes that only require one connection shall be charged as follows:

1. Up to 11,500 square feet: \$3450
2. Over 11,500 square feet: \$.30 per square foot based off the structure's square footage listed on the approved final plat

This fee shall be based off of the occupied space only, and shall not include any green spaces, or non-permeable surfaces as required by the City of Basehor's development code.

Section 2. Section 15-240 of Article 2 of Chapter XV of the Basehor City Code is restated here in its entirety:

15-240 CONNECTION FEES; SERVICE OUTSIDE OF THE CITY. (a) Each individual unit connected to the city wastewater system shall be charged a connection fee at the time a building permit is issued for construction of the unit, or upon connection to the wastewater system in the case of existing units. In the case of multi-unit buildings, a separate fee shall be charged for each separate unit. Effective January 1, 2011, the connection fee shall be \$3,450.

(b) The connection fees and the monthly wastewater treatment fees for development outside of the city shall be 150% of the established rates, unless otherwise determined by the city council. The connection fee shall be charged at the time a building permit is issued for construction of the unit, or upon connection to the wastewater system for existing units.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 4. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this \_\_\_\_ day of May, 2013.

APPROVED by the Mayor this \_\_\_\_ day of May, 2013.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 8

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**Topic:**

Leavenworth County Sewer District No. 3, Sewer Usage Rates

**Action Requested:**

Discuss wastewater treatment fees for S/D #3 that is outside our city limits and connected to our sewer system.

**Narrative:**

Councilman Miles made a motion in October 2011 which was never acted upon and subsequently was tabled for discussion at later meetings. Staff is recommending that the motion made in October 2011 be withdrawn and a new motion be made allowing LCSD #3 residents be connected to our sewer system at the in city connection rate. This option is allowed per ordinance.

**Presented by:**

Lloyd Martley, Interim City Admin.

**Administration Recommendation:**

Determine how to proceed with the fees associated with S/D #3 being on our sewer system and outside of our city limits.

**Committee Recommendation:** N/A

**Attachments:**

Memo  
Ordinance 626

**Projector needed for this item?**

No

# MEMO

Date: May 20, 2013

To: Governing Body

From: Lloyd Martley, Interim City Admin.

Ref: Leavenworth County Sewer District No. 3 Sewer Usage Rates

On April 27, 2011 the residents of Glenwood Estates (Sewer District No. 3) connected to our sewer system. Per Ordinance 582, Section 2 (b), the connection fees and monthly wastewater treatment fees for developments outside of the city shall be 150% of the established rates.

The residents of S/D #3 paid \$4,425 per sewer connection and a monthly sewer bill equal to 150% of the in city sewer rate per ordinance 582 requirements up to November 1, 2011. At that time the sewer rates were changed to the in-city rate.

On October 17, 2011 at a regular scheduled council meeting, agenda item 5, council was to consider the LCSD #3 annexation survey results and to determine what the sewer connection fees would be assessed. 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 fees of \$3,450 upon the successful annexation of the district. The difference (\$975.00) between the in-city and out-of-city connection fee would be realized in future property tax assessments. The motion passed unanimously 5-0. Council also directed staff to return in December 2011 with a summarized outline of the steps involved in the potential annexation of LCSD #3.

On December 19, 2011 at a regular scheduled council meeting, agenda item 7, the annexation outline was provided to council as requested. At that time council decided not to pursue annexing LCSD #3 and a motion was made by Councilman Mertz to readdress the annexation options of LCSD #3 in June of 2012. The motion passed unanimously 5-0.

On July 2, 2012 at a regular scheduled council work session a discussion took place regarding the annexation of LCSD #3. It was pointed out that on November 1, 2011 the City of Basehor lowered LCSD #3's sewer rate from 150% (the rate set by ordinance 582) to the in-city rate under the pretense the district would consent to voluntary annexation. No action was taken and staff was not directed to move this item to a regular scheduled meeting.

On February 4, 2013 at a regular scheduled work session LCSD #3 was put on the agenda as a topic of discussion to determine what the city was going to do regarding Councilman Miles original motion from October 2011. No action was taken and staff was not directed to move forward with the annexation process or to increase the sewer rates back to the out of city rates of 150%.

Currently ordinance 582, Section 2, 15-240, (b) states the connection fees and monthly wastewater treatment fees for development outside of the city shall be 150% of the established rates, unless otherwise determined by the City Council.

ORDINANCE NO. 626

AN ORDINANCE AMENDING SECTION 15-239, ENTITLED " RESIDENTIAL SEWER SERVICE CHARGE", OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend and update Section 15-239 of the City Code of the City of Basehor, Kansas; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That Section 15-239 of the City Code of the City of Basehor, Kansas, shall be amended with the addition of the underlined text set forth in the pertinent existing section set forth herein:

15-239 RESIDENTIAL SEWER SERVICE CHARGE. (a) As of January 1, 2011, of each year, the individual monthly charge for residential sewage treatment ~~will be \$10.61 per thousand gallons of water consumed,~~ will be evaluated based on the average per thousand gallons of water consumed for the month of December, and January and February of the next year. The monthly water consumption records will be obtained by the City from Consolidated Rural Water District No. 1, Suburban Water Company, or any other water provider. Once the per thousand gallon average is determined, the rate for water consumed will automatically be increased by 2.5% effective May 1 of each year. Said monthly rate per thousand gallons of water shall automatically increase by 2.5% effective January 1 of each year. Monthly water consumption records will be obtained by the city from Consolidated Rural Water District No. 1, Suburban Water Company or any other water provider.

~~(b) The average water consumption shall be based upon the average of the water consumed for the month of December of the previous year and the months of January and February of the current year. Each year thereafter, the average usage will be calculated utilizing the historical data in the same manner. Monthly billing changes will be effective May 1 of each year.~~

~~(be) In the event that a customer establishes from reasonable evidence that the three month average is not representative of their actual usage, then the billing clerk with the consent of the city administrator is authorized to recalculate the appropriate usage based upon the information provided. Adjustments shall not be retroactive and will take effect with the next monthly billing cycle. No adjustments to utility accounts shall be made until the customer's account is paid in full.~~

~~(cd) Units that water consumption records may not be available for all of the months of December, January and February may be charged based on the average of one to three months preceding or following these months.~~

~~(de) Units that are connected to the sewer system that have not established water usage rates shall be assigned the median city sewer service charge of May 1 for the current year until~~

~~an actual average use rate can be determined. after the effective date, or units that do not receive water service from Consolidated Rural Water District No. 1 or Suburban Water Company, or units that water usage records are otherwise not available, shall be assigned an average monthly water consumption of 6,350 gallons, until an actual average can be determined or the unit may be charged on a per capita basis of 100 gallons per day per occupant.~~

~~(cf) The monthly charge for new units that will significantly exceed the monthly average of 6,350 gallons may be based on actual water usage, on a month-to-month basis, until an accurate average can be determined.~~

~~(fg) The minimum monthly sewer rate charge will be equal to the usage rate set forth in subsection (a) and multiplied by 1.5. charge per thousand gallons of water set forth in subsection (a) above multiplied by 1.5. Units that are vacant will be charged the minimum fee for each month they are vacant.~~

(gh) Each single or multi-family unit consisting of four or less sewer connections to be made will be charged a connection fee based on the current connection fee for each individual unit. Structures that consist of five units or more, including but not limited to, apartments, motel/hotel, commercial light industrial and any other complexes that only require one connection shall be charged as follows:

1. Up to 11,500 square feet: \$3450
2. Over 11,500 square feet: \$.30 per square foot based off the structure's square footage listed on the approved final plat

This fee shall be based off of the occupied space only, and shall not include any green spaces, or non-permeable surfaces as required by the City of Basehor's development code.

Section 2. Section 15-240 of Article 2 of Chapter XV of the Basehor City Code is restated here in its entirety:

15-240 CONNECTION FEES; SERVICE OUTSIDE OF THE CITY. (a) Each individual unit connected to the city wastewater system shall be charged a connection fee at the time a building permit is issued for construction of the unit, or upon connection to the wastewater system in the case of existing units. In the case of multi-unit buildings, a separate fee shall be charged for each separate unit. Effective January 1, 2011, the connection fee shall be \$3,450.

(b) The connection fees and the monthly wastewater treatment fees for development outside of the city shall be 150% of the established rates, unless otherwise determined by the city council. The connection fee shall be charged at the time a building permit is issued for construction of the unit, or upon connection to the wastewater system for existing units.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 4. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this \_\_\_\_ day of May, 2013.

APPROVED by the Mayor this \_\_\_\_ day of May, 2013.

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 9

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**Topic:**

Appointments by Council for city positions and planning commission

**Action Requested:**

Appoint all positions as presented

**Narrative:**

Appointments for the following city positions:

Police Chief	Lloyd Martley
Municipal Judge	William Pray (450.00 per month)
City Clerk	Corey Swisher
City Treasurer	Corey Swisher

Appointments for the planning commission:

Fred Farris	Terry Gall
Jon Gallion	Ed Bush

**Presented by:**

Lloyd Martley, Interim City Admin  
Mitch Pleak, City Engineer

**Administration Recommendation:** Approve all positions as presented

**Committee Recommendation:** N/A

**Attachments:**

Memo

**Projector needed for this item?**

No

# MEMO

Date: May 20, 2013

To: Governing Body

From: Lloyd Martley, Interim City Administrator

Ref: Basehor Council Appointments

The Basehor City Council is required to annually appoint four city positions:

Police Chief	Lloyd Martley
Municipal Court Judge	William Pray
City Clerk	Corey Swisher
City Treasurer	Corey Swisher

The Basehor City Council is required to appoint planning commission positions when their terms expire. The following planning commission members are up for reappointment:

Fred Farris	Terry Gall
Jon Gallion	Ed Bush

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 10

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**Topic:**

Acceptance of Conveyance of Easement of land for Wolf Creek Project.

**Action Requested:**

Accept conveyances of land

**Narrative:**

The Wolf Creek Project is a US-24/40 Corridor Management Project. A map of the project area is attached as Exhibit A. Upon approval of construction plans, easements were negotiated with each individual property owner affected. These interest are summarized in the easement acquisition table attaché as Exhibit B.

**Presented by:**

Mitch Pleak, City Engineer  
Lloyd Martley, Interim City Administrator

**Administration Recommendation:**

Staff recommends that the governing body accept conveyance of land and authorize staff to record these permanent easement with the Leavenworth County Recorder of Deeds.

**Committee Recommendation:** N/A

**Attachments:**

Exhibit A – Project Area  
Exhibit B – Easement Acquisition Summary Table

**Projector needed for this item?**

No

# MEMO

Date: May 20, 2013

To: Governing Body

From: Mitch Pleak, City Engineer  
Lloyd Martley, Interim City Administrator

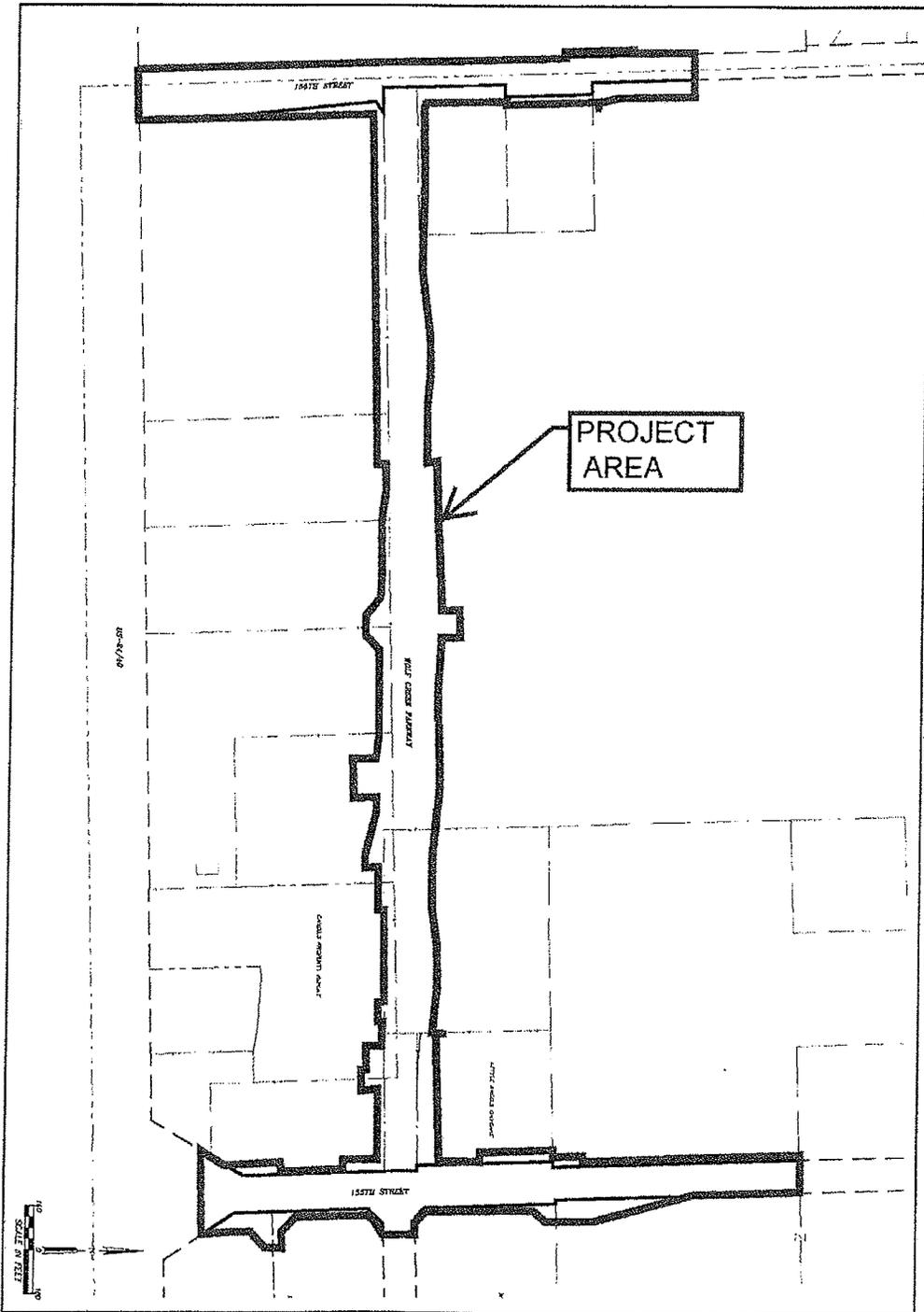
Ref: Acceptance of Conveyance of Easements of land for public purposes contained in Easements for Acquisitions of Private Property for the Wolf Creek Project.

The Wolf Creek Project is a US-24/40 Corridor Management Project and includes the improvement of 158<sup>th</sup> Street from US-24/40 to Wolf Creek Parkway; Wolf Creek Parkway from 155<sup>th</sup> Street to 158<sup>th</sup> Street; and 155<sup>th</sup> Street from US-24/40 to Wolf Creek Parkway. A map of the project area is attached as Exhibit A.

Upon approval of construction plans, easements were negotiated with each individual property owner affected. The next step is for the Governing Body to formally accept the dedication of the easements for public purposes. The easements were obtained in forty-three separate documents, and include right of way, permanent utility easements and permanent drainage easements. These interests are summarized in the easement acquisition table attached as Exhibit B.

Staff recommends that the Governing Body accept conveyances of land or an interest therein, for public purposes contained in the Easement Acquisition Summary Table and authorize staff to record these permanent easements with the Leavenworth County Recorder of Deeds.

**Exhibit A**  
Project Area



	<b>CITY OF BASEHOR, KANSAS</b> <b>US-24/40 CORRIDOR MANAGEMENT PROJECT</b>	 <small>DRINKERS + PLANNERS / CONSULTANTS</small>	<small>7845 Shawnee Mission Blvd, Suite 110          Overland Park, Kansas 66213          Phone: 913-120-1100   Fax: 913-229-1111  <a href="http://www.affinis.com">www.affinis.com</a></small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">Name:</td> <td style="font-size: 8px;">Title:</td> <td style="font-size: 8px;">Email:</td> </tr> <tr> <td style="font-size: 8px;">Phone:</td> <td style="font-size: 8px;">Fax:</td> <td style="font-size: 8px;">Mobile:</td> </tr> </table>	Name:	Title:	Email:	Phone:	Fax:	Mobile:
	Name:	Title:	Email:							
Phone:	Fax:	Mobile:								
Planning & Design Services for Transportation 10/1/09-01/10/10			Drawing No. 10-01-01							

**Exhibit B**

Easement Acquisition Summary Table



City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 11

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**Topic:** Kansas Department of Transportation –Supplemental Agreement No. 1 to Agreement No. 112-12.

**Action Requested:** Approve Supplemental Agreement No. 1 to Agreement No. 112-12.

**Narrative:**

The City entered into Agreement No. 112-12 on July 30<sup>th</sup>, 2012, regarding the 155<sup>th</sup> Street Project (KDOT Project Number 24-52 KA-2818-01). The Supplemental No. 1 Agreement increases the City's reimbursement from \$620,000 to \$757,000. The increased reimbursement reflects final cost estimates.

**Presented by:** Mitch Pleak, City Engineer

**Administration Recommendation:**

Staff recommends approving Supplement No. 1 to Agreement No. 112-12.

**Committee Recommendation:**

**Attachments:**

Supplemental Agreement No. 1 to Agreement No. 112-12 (2 pages)  
Agreement No. 112-12 (14 pages)

**Projector needed for this item?** No

PROJECT NO. 24-52 KA-2818-01  
CONSTRUCTION  
THE CITY OF BASEHOR, KANSAS

### S U P P L E M E N T A L   A G R E E M E N T

This Agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Basehor, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the State of Kansas, hereinafter referred to as "Secretary."

#### RECITALS:

**WHEREAS**, the Secretary and the City entered into an Agreement (No. 112-12) dated July 30, 2012, hereinafter referred to as the "Original Agreement" for intersection improvements at US-24/40 and 155<sup>th</sup> Street, and

**WHEREAS**, the Secretary, and City mutually desire to increase the funding available for the Project.

**NOW, THEREFORE**, in consideration of this premise, the Parties hereto agree as follows:

1. On page one (1) of the Original Agreement, under Article I, paragraph one (1) be replaced in its entirety to read:

1. To reimburse the City for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items), up to \$757,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$757,000. The Secretary agrees to make partial payments to the 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 professional engineer licensed in the State of Kansas and employed by the City that the Project is being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments and construction engineering for the Project.

2. On page seven (7) of the Original Agreement, Article II, paragraph eighteen (18) be replaced in its entirety to read as follows:

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding \$757,000. The City further agrees to be responsible for one hundred percent (100%) of

the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

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

ATTEST:

THE CITY OF BASEHOR, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Kansas Dept of Transportation  
Michael S. King, Secretary of Transportation

(SEAL)

BY: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer

PROJECT NO. 24-52 KA-2818-01  
CONSTRUCTION  
CITY OF BASEHOR, KANSAS

**AGREEMENT**

**PARTIES:** MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and

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

Collectively referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a Non-National Highway System city street construction project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. The City desires to construct a median on 155<sup>th</sup> Street at US-24 and widen 155th Street from US-24 to Wolf Creek Parkway. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. However, to be eligible for above mentioned financing, such work is required to be done in accordance with the laws of Kansas.

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

Intersection improvements at US-24/40 & 155<sup>th</sup> Street to construct a 36-foot roadway section 800 feet in length including pavement markings, asphalt pavement, curb & gutter, sidewalks, enclosed drainage system, pedestrian infrastructure and median.

**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 the 30<sup>th</sup> day of July, 2012

**ARTICLE I**

**THE SECRETARY AGREES:**

1. To reimburse the City for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items), up to \$620,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$620,000. The Secretary agrees to make partial payments to the 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 professional engineer licensed in the State of Kansas and employed by the City that the Project is being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments and construction engineering for the Project.

## ARTICLE II

### THE 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 the City's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by the Secretary. The City agrees to furnish the Secretary one (1) set of plans for his or her records. The 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 Local Projects LPA Project Development Manual, 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, 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 the 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 the Secretary by a professional engineer licensed in the State of Kansas attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between the 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. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the City (and to the

Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

4. The City and any consultant retained by the 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 the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the 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, the City, or other political subdivision, nor the traveling public. The 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 the City.

5. A duly appointed representative of the City is authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the professional engineer licensed in the State of Kansas who is 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. The City agrees the necessary rights 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. The City shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such right of way, easements and access rights have been acquired. The 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 the Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree the 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. The 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. The 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 the 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 the 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 the 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. The 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. The City further agrees to certify to the Secretary on forms supplied by the Secretary all utilities are required to be moved prior to construction have either been moved or a date provided by the City as to when, prior to construction, they will be moved. The 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. The City will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.
12. To certify to the 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 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 the 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 the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans, the current Local Projects LPA Project Development Manual, 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, 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 the 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 the Secretary and the City.
15. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the 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 the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

16. To require the contractor to indemnify, hold harmless, and save the Secretary and the 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 the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

17. To provide (or have provided by a consultant who is certified in construction inspection areas applicable to this Project) the construction inspection in accordance the current Local Projects LPA Project Development Manual, 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, 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 the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

The project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for construction engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

If the City does not have sufficient qualified engineering employees to accomplish the construction engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary construction engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

If funding is available and the City elects to use the funds for construction engineering inspection services on this Project, another agreement shall be specifically written for the construction engineering inspection services on this Project.

The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding \$ 620,000. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

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

20. 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 the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the 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, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The 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.

21. 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.

22. 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 discovered on right of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on right of way, easements and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The 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, the City shall hold harmless, defend and indemnify the 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

finances 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.

The City, by signing this Agreement with the 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 the City. The 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 the 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.

23. 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 the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

24. 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 the Secretary.

25. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the 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 the Secretary.

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

27. 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 the Secretary.

28. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary 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 state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

29. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the 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 the Secretary to report all costs of the Project to the legislature.

30. 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, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

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

### **ARTICLE III**

#### **THE PARTIES MUTUTALLY AGREE:**

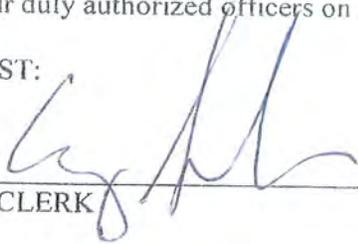
1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be 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 the 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 the City.
4. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the 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. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after the date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.
6. The City agrees to comply with all appropriate state and federal laws and regulations for this Project.
7. 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.
8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, and their successors in office.
9. 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.
10. 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.

**The signature page immediately follows this paragraph.**

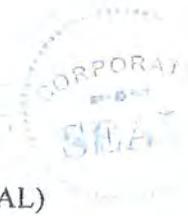
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

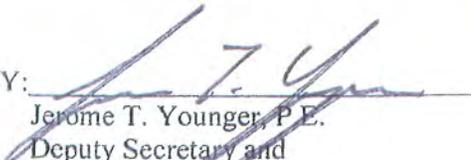
THE CITY OF BASEHOR, KANSAS

  
\_\_\_\_\_  
MAYOR

(SEAL) 



Kansas Dept of Transportation  
Michael S. King, Secretary of Transportation

BY:   
\_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer

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. 10-11), 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in 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 the 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:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined 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.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
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 of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the 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 and its agencies 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 and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 contractor shall bear the risk of any loss or damage to any property in which the contractor 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."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**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. 355) 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 ensure 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 "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "Consultant" appears in the following "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 relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations 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 in the 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 Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete 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 Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant 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 Executive Order 12898.
- 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.