



**AGENDA**  
**BASEHOR CITY COUNCIL**  
June 17, 2013 7:00 p.m.  
Basehor City Hall

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

Award Presentation

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

- a. 05-20-13 City Council Minutes
- b. Treasurer's Report
- c. USD #458 Request for Application Exemption – Fireworks Stand

**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*)

- 5. Right of Way Dedication
- 6. Consider FY 2012 External Audit Approval
- 7. Ordinance No. 627 - Consider Preliminary Plat for Block 6, Honeycreek Farms, submitted by Peoples Bank
- 8. Ordinance No. 628 - Consider Final Plat for Block 6, Honeycreek Farms, submitted by Peoples Bank
- 9. Consider Resolution 2013-12 - Neighborhood Revitalization Program (NRP) – Rescind Plan 2
- 10. Consider first amendment to engineering/architectural services agreement by and between the City of Basehor and Affinis Corporation regarding engineering services to improvements to Wolf Creek Parkway KDOT Project No. 24-52 KA-2277-01
- 11. Consider Resolution 2013-14 – Designation of City Depositories

**New Business**

- 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, May 20, 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.

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

Not present: Vernon Fields

Staff Present: Interim City Administrator/Police Chief, Lloyd Martley; City Superintendent, Gene Myracle; City Engineer, Mitch Pleak; and Assistant City Clerk/Finance Director, Corey Swisher

#### **2. Consent Agenda**

- 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

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

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

Elaine Bundy encouraged Council to charge Glenwood Estates residents the out-of-city sewer rate.

Cindy Grover and Joan Robinson spoke in support of allowing Glenwood Estates residents to continue paying the in-city sewer rate.

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

There was none.

#### **New Business**

##### **5. Wolf Creek Junction, City of Basehor & First State Bank Property Agreement**

Garver moved to approve the agreement with Healy seconding. The motion passed unanimously, 4-0.

##### **6. Purchase of Karbon Arms Tasers**

Healy moved to approve the purchase with Drennon Seconding. The motion passed unanimously, 4-0.

##### **7. Ordinance No. 626 - Sewer Service Rates**

Miles moved to approve using the mathematical mean of the City's utility billing accounts actual bills on May 1 of each year as the base sewer rate charge with Drennon seconding. The motion passed unanimously, 4-0.

##### **8. Leavenworth County Sewer District No. #3 Sewer Usage Rates**

Drennon moved to approve the continuation of allowing the residents of Leavenworth County Sewer District #3 to continue to pay in-City sewer rates with Miles seconding. The motion passed unanimously, 4-0.

##### **9. City Council Appointments**

Healy moved to appoint Lloyd Martley as the City Police Chief with Miles seconding. The motion passed unanimously, 4-0.

Miles moved to appoint William Pray as the City's Municipal Court Judge with Healy seconding. The motion passed unanimously, 4-0.

Drennon moved to appoint Corey Swisher as the City Clerk with Healy seconding. The motion passed unanimously, 4-0.

Healy moved to appoint Corey Swisher as the City Treasurer with Miles seconding. The motion passed unanimously, 4-0.

##### **10. Acceptance of Conveyance of Easements of Land for Public Contained in Easements for Acquisition of Private Property for Wolf Creek Parkway Extension**

Garver moved to accept the conveyance of easements with Healy seconding. The motion passed unanimously, 4-0.

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

Healy moved to approve the supplemental agreement with Drennon seconding. The motion passed unanimously, 4-0.

**12. City Administrator’s Report**

Martley reported that City Code Enforcement had begun notifying property owners of tall grass violations and that the City had received another un-modified independent external audit.

**13. Mayor’s Report**

Breuer reported there would be a joint City Council – Planning Commission meeting held on June 10 to discuss the City’s Comprehensive Plan update.

**14. Council Members Report**

There was none.

**15. Executive Session**

Councilman Healy moved to have 15 minute Executive Session with Interim City Administrator, Lloyd Martley present to discuss potential acquisition of property and non-elected personnel with Councilman Miles seconding. The motion passed unanimously, 4-0.

No action was taken or decisions made.

**16. Adjournment**

Healy moved to adjourn with Miles seconding at approximately 8:05 p.m. The motion passed unanimously, 4-0.

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David K. Breuer, Mayor

Attest:

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Corey Swisher, City Clerk



# The City of Basehor

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**Date:** June 11, 2013

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

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

**Re:** June 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

## JUNE 2013 FINANCIAL SNAPSHOT

### Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$2,494,293	\$909,325	\$725,214	29%
Special Park	\$47,500	\$9,180	\$13,409	28%
Sewer	\$1,397,071	\$706,693	\$321,452	23%
Cedar Lake Maintenance	\$40,000	\$1	\$4,504	11%
Bond & Interest	\$1,528,997	\$552,423	\$201,059	13%
Solid Waste	\$292,258	\$122,387	\$59,939	21%
Special Highway	\$890,000	\$238,359	\$95,185	11%
Municipal Equipment Reserve	\$84,884	\$142	\$119,782	141%
Capital Improvement	\$20,000	\$30,727	\$0 *	100%
Employee Benefit	\$554,382	\$219,510	\$194,599	35%
LCSD#3	\$33,000	\$8	\$10,399	32%

### Department

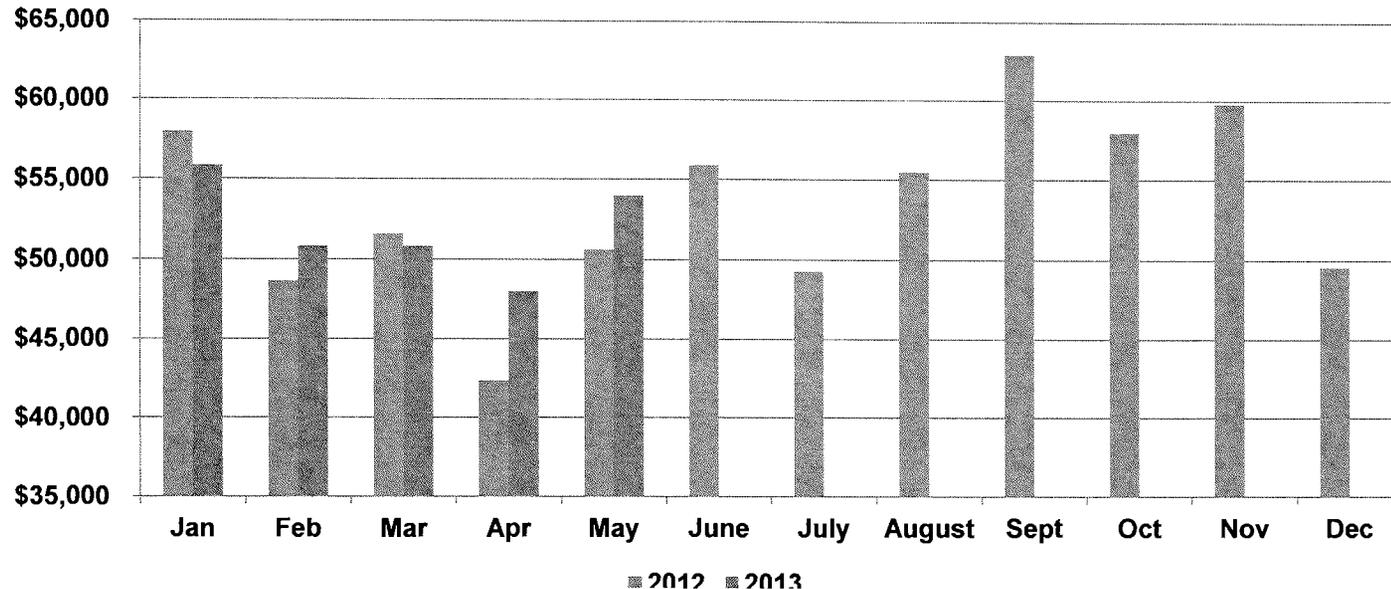
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	\$325,115	\$171,508	\$153,607	53%
Street	\$207,515	\$91,066	\$116,449	44%
Governing Body	\$544,100	\$29,191	\$514,909	5%
Police	\$834,432	\$297,434	\$536,998	36%
Facilities	\$123,346	\$39,654	\$83,692	32%
Administrator	\$160,000	\$13,952	\$146,048	9%
Park & Recreation	\$30,225	\$16,790	\$13,435	56%
Miscellaneous	\$91,783	\$9,677	\$82,106	11%
HR	\$25,150	\$8,017	\$17,133	32%
Planning	\$152,206	\$47,924	\$104,282	31%

## 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	53,986.75	3,347.16	6.2%	251,239.84	259,543.57	8,303.73	3.2%
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	259,543.57						

2013 TDD \$6,721.96

### 2012-13 Month to Month Comparison





## SOLID WASTE FUND HIGHLIGHTS

For the Month of May 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	1,727	2.14%
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	\$24,307.75	2.11%
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>\$120,223.22</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	\$14.08	0.00%
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>\$14.08</b>	<b>0.19%</b>



## SEWER FUND HIGHLIGHTS

For the Month of May 2013

MONTH	2012	2013	% DIFFERENCE
	SWR COUNT	SWR COUNT	
January	1789	1812	1.27%
February	1792	1807	0.83%
March	1797	1805	0.44%
April	1799	1809	0.55%
May	1801	1829	1.53%
June	1798		
July	1799		
August	1806		
September	1805		
October	1806		
November	1806		
December	1801		
<b>AVERAGE</b>	1800	1812	0.69%

MONTH	2012	2013	% DIFFERENCE
	SWR BILLED	SWR BILLED	
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	\$92,301.51	0.82%
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>	\$1,083,684.78	\$460,412.14	

MONTH	2012	2013	% DIFFERENCE
	AVERAGE SWR BILL	AVERAGE SWR BILL	
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	\$50.47	-0.71%
June	\$49.86		
July	\$50.31		
August	\$50.38		
September	\$51.02		
October	\$50.23		
November	\$50.09		
December	\$50.35		
<b>AVERAGE</b>	\$50.17	\$50.81	1.27%

Check Register Report

Date: 06/04/2013  
 Time: 11:52 AM  
 Page: 1

City Of Basehor

BANK: FIRST STATE BANK

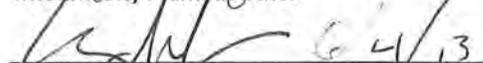
Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
20584	05/30/2013	Printed		BASEHOR CO	BASEHOR COMMUNITY LIBRARY	REIMB PYMT FOR PILOC PROGRAM	8,181.79
20585	05/30/2013	Printed		COTTMAN	COTTMAN TRANSMISSION	REPAIR OF POLICE 09 CROWN VIC	1,814.15
20586-20600		VOID			CHECKS LOADED INCORRECTLY IN PRINTER		
20601	06/04/2013	Printed		ADVANCE IN	ADVANCE INSURANCE CO\	GROUP LIFE/ADD&D/STD/LTD	575.97
20602	06/04/2013	Printed		AFFINIS	AFFINIS CORP	DESIGN SVCS/WC PKWY 155-158	1,091.30
20603	06/04/2013	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/MAY 2013	1,416.69
20604	06/04/2013	Printed		ANDERSON C	CAMILLE ANDERSON	YOUTH SPORTS REBATE	50.00
20605	06/04/2013	Printed		ANGELOTTI	APRIL ANGELOTTI	YOUTH SPORTS REBATE	25.00
20606	06/04/2013	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	878.98
20607	06/04/2013	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	12,213.61
20608	06/04/2013	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	225.13
20609	06/04/2013	Printed		FORD/CHRIS	CHRIS FORD	YOUTH SPORTS REBATE	50.00
20610	06/04/2013	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	457/401 RETIREMENT CONTRIB	2,836.89
20611	06/04/2013	Printed		HOWARD M	MARK & SUE HOWARD	YOUTH SPORTS REBATE	25.00
20612	06/04/2013	Printed		HR HAVEN	HR HAVEN INC	MONTHLY HR SUPPORT/JUNE	500.00
20613	06/04/2013	Printed		KS ANIMAL	KANSAS DEPT OF AGRICULTURE	RENEW ANIMAL SHELTER LIC/1 YR	200.00
20614	06/04/2013	Printed		MAUK	LINDSAY E MAUK	REIMB CITATION #013982B	115.00
20615	06/04/2013	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/JUNE 2013	1,126.00
20616	06/04/2013	Printed		ORTON	DARRIN ORTON	YOUTH SPORTS REBATE	25.00
20617	06/04/2013	Printed		REGISTER	REGISTER OF DEEDS	RECORDING FEE	465.82
20618	06/04/2013	Printed		TYLER TECH	TYLER TECHNOLOGIES, INC.	CASH RECEIPT PRINTER PAPER	92.10
20619	06/04/2013	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	355.68
20620	06/04/2013	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	LEGAL SVCS 5-10 TO 5-13-13	3,385.00

Total Checks: 22

Checks Total (excluding void checks):

35,649.11

  
 Lloyd Martley Date  
 Interim City Administrator

  
 Corey Swisher Date  
 City Clerk/Finance Director

  
 Kristi Olson Date  
 Accounting Clerk

Check Register Report

Date: 05/22/2013  
 Time: 2:50 PM  
 Page: 1

City Of Basehor

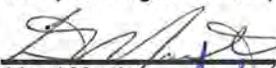
BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
20552	05/22/2013	Printed		AFFINIS	AFFINIS CORP	DESIGN SVCS/WC PKWY 155-158	2,915.00
20553	05/22/2013	Printed		AMER SECUR	AMER SECURITY CONTRACTORS LLC	MONTHL Y MONITOR/APR MAY/CH	234.00
20554	05/22/2013	Printed		BASEHOR	BASEHOR AWARDS & TROPHIES	NAME PLATES-PLAN/MAYOR PLAQUE	23.25
20555	05/22/2013	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PURCH CARD CHARGES	43,696.72
20556	05/22/2013	Printed		ELITE ELEC	ELITE ELECTRIC INC	220 VOLT OUTLET FOR WELDER	875.00
20557	05/22/2013	Printed		ETS	ETS	ONLINE UB WEB PAY CC FEES	178.60
20558	05/22/2013	Printed		FASTENAL	FASTENAL COMPANY	MISC SHOP SUPPLIES/PW & WWTF	152.28
20559	05/22/2013	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,810.28
20560	05/22/2013	Printed		HOHENSCH	HOHENSCHILD WELDERS SUPPLY CO	MISC WELDING SUPPLIES/ SYNCROWAVE 200 TIG WELDER	2,729.21
20561	05/22/2013	Printed		IDEAL LAWN	IDEAL LAWN & LANDSCAPE	BASEHOR BULD MOW 4-22-13	43.00
20562	05/22/2013	Printed		INDEP SALT	INDEPENDENT SALT COMPANY	HIGHWAY ROCK SALT/WINTER STORM	5,211.79
20563	05/22/2013	Printed		JO CO GOVT	JOHNSON COUNTY GOVERNMENT	WWTF FACILITY FLOW TEST 4-11	281.00
20564	05/22/2013	Printed		KBI LAB	KANSAS BUREAU OF INVESTIGATION	KBI LAB FEES/3 DEFENDANTS	1,200.00
20565	05/22/2013	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/APR/143	200.20
20566	05/22/2013	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	252.47
20567	05/22/2013	Printed		KELLY	MICHAEL E KELLY	CITY PROSECUTOR FEES	400.00
20568	05/22/2013	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	5,121.25
20569	05/22/2013	Printed		LADD SERVI	LADD SERVICE COMPANY	NEW AC UNIT FOR MCC RM@WWTF	3,965.00
20570	05/22/2013	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES	87.50
20571	05/22/2013	Printed		LEE	MARK LEE	REIMB MILEAGE/MARCH APR/TONGIE	214.70
20572	05/22/2013	Printed		MAC'S FENC	MAC'S FENCE	RMVE & REPLACE 6' FENCE/FOD PER WESTAR AGREEMENT	13,409.25
20573	05/22/2013	Printed		MIZE	MIZE HOUSER & COMPANY INC	AUDITING SERVICES/ YEAR 2012	6,725.00
20574	05/22/2013	Printed		PITNEY RES	PITNEY BOWES RESERVE ACCT	REPLENISH CITY POSTAGE METER	125.00
20575	05/22/2013	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	300.00
20576	05/22/2013	Printed		R & S EQUI	R & S EQUIPMENT	(6)BLADES/MOWERS @ PWD	87.00
20577	05/22/2013	Printed		REGISTER	REGISTER OF DEEDS	RECORD FEE/MTG REG TAX FEE	42.32
20578	05/22/2013	Printed		SONNTAG	SONNTAG LAW OFFICE	CITY APPOINTED ATTORNEY	400.00
20579	05/22/2013	Printed		SPECTRA	SPECTRA	(24)1/2 G ODOR BAN/LIFTSTATION	377.76
20580	05/22/2013	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE/APRIL	52.72
20581	05/22/2013	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICES/MAY 2013	387.00
20582	05/22/2013	Printed		WESTAR	WESTAR ENERGY	ELECTRIC USAGE	13,739.13
20583	05/22/2013	Printed		WRIGHT EX	WRIGHT EXPRESS	CITYWIDE FUEL CHARGES/APRIL	2,639.32

Total Checks: 32

Checks Total (excluding void checks):

108,875.75

  
 Lloyd Martley Date 6-13-13  
 Interim City Administrator

  
 Corey Swisher Date 06/13/13  
 City Clerk/Finance Director

  
 Kristi Olson Date 6/13/13  
 Accounting Clerk

City of Basehor  
Agenda Item Cover Sheet

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**Topic:** Fireworks stand permit fee

**Action Requested:** Waive the \$500.00 permit fee established by Ord. 549

**Narrative:** Ordinance #549, established a permit fee of \$500.00 for having a fireworks stand within the city limits. Under section 7-305 the ordinance states that permit fees for non-profit organizations may be waived at the discretion of and upon approval of the governing body. The Basehor Linwood High School Marching Band is a non-profit organization and is planning on using the money made from the sale of the fireworks to purchase uniforms, maintain their trailer and for future travel. The band group is asking for council's approval to waive the permit fee of \$500.00

**Presented by:** Lloyd Martley, Interim City Administrator

**Administration Recommendation:** Councils decision

**Committee Recommendation:** N/A

**Attachments:** Ord. #549

**Projector needed for this item?**

No

SCANNED

2-27-09

CRB

(First published in *Basehor Sentinel* February 26, 2009)

ORDINANCE NO. 549

AN ORDINANCE AMENDING CHAPTER VII, ARTICLE 3, SECTION 7-305 CONCERNING FIREWORKS, OF THE CODE OF THE CITY OF BASEHOR, KANSAS. SAID SECTIONS CONCERNING FIREWORKS SHALL BE AMENDED AS FOLLOWS:

Be it ordained by the Governing Body of the City of Basehor, Kansas:

Section 1. That Article 3 Section 7-305 shall be repealed and the following new Section 7-305 shall be inserted as adopted:

- 7-305. PERMIT FOR SALE OF FIREWORKS REQUIRED; FEE; ISSUANCE. (a) It shall be unlawful for any person to sell, display for sell, offer to sell or give away any type of fireworks within the city without first paying a fee of \$500.00 per establishment or premises to the city clerk and applying for and securing a permit therefore on or before June 25<sup>th</sup> of the permit year. The application shall be approved by the fire chief before the license shall be issued. Permit fees for non-profit organizations may be waived at the discretion of and upon approval of the governing body.
- (b) No permit shall be issued for any location where retail sales are not permitted under the zoning laws. Prior to the issuance of the permit, an inspection will be made of the applicant's facility for compliance with this chapter and other pertinent laws, and no permit shall be issued for any premises not in compliance with such laws. Upon qualifying for the permit, the permittee shall prominently display the permit and the hours of discharge and the penalties for non compliance at the establishment or premises where fireworks are to be sold or displayed for sale. The permit fee shall not be refundable upon failure to qualify for the permit or withdrawal or cancellation of the application or permit.
- (c) **No permit shall be approved unless the applicant furnished a certificate of an occurrence, and not claims made, public liability insurance policy for the display in a minimum amount of \$1,000,000, written by an insurance carrier licensed to do business in Kansas, conditioned as being non-cancelable except by giving 10-days advance written notice to the City Clerk.**
- (d) **No permit shall be approved unless the applicant furnished a tax clearance from the Department of Revenue ensuring prior year sales taxes if owed are paid.**

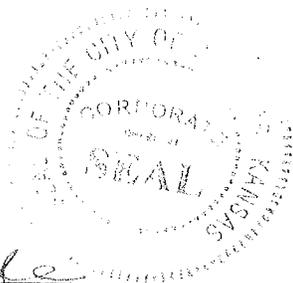
Section 2. REPEAL. To the extent any other Ordinance of the City of Basehor which is inconsistent herewith, the same is repealed.

Section 3. EFFECTIVE DATE. That this ordinance shall take effect and be in force from and after its passage, approval, and publication in the *Basehor Sentinel*, the official newspaper of the City of Basehor, Kansas.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF  
BASEHOR, KANSAS, ON THIS 17th DAY OF February, 2009.



Chris Garcia, Mayor

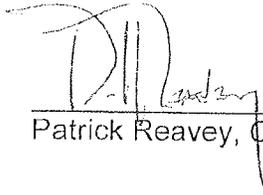


Attest:



Mary A. Mogle, City Clerk

Approved as to content:



Patrick Reavey, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 5

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**Topic:** Right of way dedication for Nick property

**Action Requested:** Accept the dedication of the right of way and authorize staff to record the Right of Way with the Leavenworth County Recorder of Deeds.

**Narrative:** Joseph B. Nick and Betty J. Nick have agreed to dedicate the right of way necessary to accommodate the construction of a roadway to connect Parallel Rd to State Ave 24/40.

**Presented by:** Lloyd Martley/Interim City Admin

**Administration Recommendation:** Accept dedicate right of way

**Committee Recommendation:** N/A

**Attachments:** Right of Way Dedication agreement

**Projector needed for this item?**

No

# MEMO

Date: June 17, 2013

To: Governing Body

From: Lloyd Martley, Interim City Admin.

Ref: Right of Way Dedication for Nick property

## BACKGROUND

The long range plans for the City of Basehor, Kansas include the construction of a roadway to connect Parallel Road to State Highway 24/40, between 150<sup>th</sup> Street and North 142<sup>nd</sup> Street. While the construction of this roadway may not occur for several years, the right of way can be acquired at any time.

## DISCUSSION

Joseph B. Nick and Betty J. Nick have agreed to dedicate the right of way necessary to accommodate the roadway in question. Because the exact location of the right of way has not yet been determined, the Nicks provided the City with a blanket dedication of right of way (see attached Right of Way Dedication). The Right of Way Dedication contains some restrictions on the location of the right of way. The exact location of the right of way will be determined, and an amendment to the Right of Way Dedication containing the legal description will be filed with the Leavenworth County Recorder of deeds, within 5 years of the date of the agreement. The Right of Way Dedication gives the City the authority to determine the right of way and file the amendment without any further action by the Nicks.

## RECOMMENDATION

Staff recommends that the Governing Body formally accept the dedication of the right of way and authorize staff to record the Right of Way Dedication with the Leavenworth County Recorder of Deeds.

## **RIGHT OF WAY DEDICATION**

### **KNOW ALL PERSONS BY THESE PRESENTS:**

This Agreement, made this 10<sup>th</sup> day of June, 2013, by and between **JOSEPH B. NICK AND BETTY J. NICK** (hereinafter called the "Grantors") and **THE CITY OF BASEHOR, KANSAS**, a municipal corporation, (hereinafter called the "Grantee") whose mailing address is:

2620 N. 155<sup>th</sup> Street  
Basehor, Kansas 66007

Grantors, in consideration of the sum of Ten Dollars (**\$10.00**), to be paid by Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to Grantee permanent right-of-way for the purpose of constructing and locating therein a public roadway, certain public utilities, sidewalks, streetscapes and any and all other improvements or facilities related thereto (the "Right-of-Way") over, under and through certain real estate located in Leavenworth County, Kansas, more specifically described in Exhibit A, attached hereto (the "Property"). In addition to the Right-of-Way, Grantee is also granted hereunder a temporary construction easement (the "Temporary Construction Easement") over, under and through the Property for the purpose of constructing the improvements contemplated in this Agreement. The term of the Temporary Construction Easement shall expire six (6) months after completion of the initial construction activities contemplated in this Agreement.

Grantors hereby covenant that they are lawfully seized of an indefeasible estate in fee in the Right-of-Way herein conveyed. Grantors covenant that they have good right to convey the Right-of-Way. Grantors covenant that the said Right-of-Way is free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said Right-of-Way unto Grantee and unto its heirs, successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

The parties acknowledge and agree that the conveyance of Right-of-Way is a blanket conveyance of right-of-way in favor of Grantee over the Property and that the final Right-of-Way shall be of certain dimensions and in a location to be determined by the Grantee pursuant to the terms and conditions set forth herein, provided however that the Temporary Construction Easement granted herein affects the entire Property and shall expire upon the expiration of its term as herein provided.

The final location and dimensions of the Right-of-Way (including the legal description and boundaries thereof) shall be determined by Grantee after the completion of a survey and any required engineering and/or environmental studies of the Property (and any other property necessary for construction of the public roadway and other improvements), which will be utilized by Grantee to determine the location and course of the public roadway, public utilities, sidewalks and streetscapes to be construed within the Right-of-Way. The Right-of-Way shall be located with a maximum of 60 feet on each side of the center of such public roadway. In addition, the Right-of-Way's location and course shall be no closer than 120 feet to Grantor's residence, measured from the closest point of Grantor's residence, to the closest point of the Right-of-Way. Upon determination of the appropriate and final legal description of the Right-of-Way, Grantee (and only Grantee) is hereby authorized to file of record in the office of the Recorder of Deeds of Leavenworth County, Kansas, an amendment to this Agreement that sets forth the final legal description of the Right-of-Way as determined by Grantee in accordance with the terms of this Agreement. If such amendment is not filed within five (5) years of the effective date of this Agreement, then this Agreement shall expire and be of no further force and effect and the parties agree that Grantee will retain no rights to Grantor's Property or the Right-of-Way, as set forth herein.

The rights reserved to the Grantee herein, and the rights reserved to the Grantor are as follows:

Grantee, its successors and assigns, shall have the right to enter upon the Property and survey and test soil conditions and remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials in order to construct, reconstruct, maintain and repair the public roadway and public utilities to be constructed within the Right-of-Way. Grantee shall not be obligated to restore any existing aboveground improvements or aboveground improvements hereafter installed or constructed by Grantor, with the exception of dwellings and appurtenant structures, such as sheds, garages and outbuildings, for which Grantee shall compensate Grantor with such structures' fair market value. No compensation or other consideration shall be paid or rendered to Grantor for any other damages in connection with its activities;

The Grantor, its licensees, tenants, lienholders, other easement holders, and the successors and assigns of the Grantor, may cultivate and fully use and enjoy the land within the right of way, until such time that the right of way legal description is filed with the Recorder of Deeds of Leavenworth County, Kansas.

All persons acquiring rights to any part of the Property from and after the date of recording of this instrument shall take subject to the prior rights of Grantee in designating the right of way for

the public roadway from Parallel Road to State Highway 24/40 as certified by the subsequent recording of a legal description of the course and width of the right of way. Conflicts in land use and improvements resulting from Grantee's exercise of its rights within any part of the Grantor's land as above described shall be resolved in favor of Grantee without any liability on its part. Any required removal or relocation of improvements or activities by persons acquiring rights after the recording of this instrument in order to accommodate Grantee in the exercise of its rights shall be done without delay, and Grantee shall be indemnified and held harmless for all loss, damage or expense in the enforcement of its rights by such persons exercising subsequent rights resulting in conflicting activities or improvements.

[Remainder of page intentionally left blank. Signature page to follow.]



STATE OF Kansas )  
 )  
COUNTY OF Leavenworth ) SS

On this 10<sup>th</sup> day of June, 2013, before me appeared Betty J. Nick personally known to me, who being by me duly sworn, and that he/she acknowledged said instrument to be the free act and deed of himself/herself and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

  
Notary Public

*Katherine M. Renn*  
Official Seal  
Notary Public, State of Kansas  
My Commission Expires  
3/17/2014

My Commission Expires: 3-17-2014

**EXHIBIT A**  
**Legal Description**

Tract I: The East Half of the Southwest Quarter of Section 1, Township 11, Range 22, Leavenworth County, Kansas, and all that part of the Southeast Quarter of Section 1, Township 11, Range 22, Leavenworth County, Kansas, lying West of the Railway Right-of-Way of the Leavenworth Northern and Southern Railroad Company. Except any part taken or used for road.

Tract II: A tract in the Northwest fractional quarter of Section 1, Township 11, Range 22, Leavenworth County, Kansas, described as: Beginning at the Southeast corner of the Southwest Quarter of the Northwest fractional quarter of said Section 1; thence North 20 feet; thence East 660 feet; thence South 20 feet; thence West to the quarter section line 660 feet to the place of beginning. Except any part taken or used for road.

(Tracts I and II above are as shown on a Kansas Special Warranty Deed that conveyed property from Willard G. Widder to Joseph B. Nick and Betty J. Nick, that was recorded December 16, 1982, in Book 561 at page 1980, at the Leavenworth County, Register of Deeds Office)

EXCEPT for all that part of the Southwest Quarter of Section 1, Township 11 South, Range 22 East, Leavenworth County, Kansas, that was conveyed from Joseph B. Nick, Sr. and Betty J. Nick to Dennis K. Dannefer and Linney L. Dannefer by a Statutory Warranty Deed recorded October 1, 1999, in Book 0779 at Page 0628, at the Leavenworth County, Register of Deeds Office, being described as follows:

A tract of land in the Southwest Quarter of Section 1, Township 11 South, Range 22 East, Leavenworth County, Kansas, more fully described as follows:

Commencing at the Southwest corner of said Southwest Quarter; THENCE North 88° 23' 43" East for a distance of 1,321.43 feet along the South line of said Southwest Quarter; THENCE North 01° 46' 04" West for a distance of 144.72 feet to a 1/2" Bar being the TRUE POINT OF BEGINNING, said point also being on the Northerly right of way of U.S. 24-40 Highway; THENCE North 01° 46' 04" West for a distance of 441.24 feet to a 1/2" Bar; THENCE South 72° 46' 29" East for a distance of 321.30 feet to a 1/2" Bar; THENCE South 00° 00' 00" East for a distance of 175.03 feet to a 1/2" Bar; THENCE South 08° 44' 33" West for a distance of 165.37 feet to a 1/2" Bar on the Northerly right of way of U.S. 24-40 Highway; THENCE South 88° 25' 01" West for a distance of 268.24 feet along said right of way to the point of beginning, all in Leavenworth County, Kansas.

The bearings shown in this description are as used in the record deeds.

**Agenda Item: 6**

**Date:** June 13, 2013

**To:** Mayor and City Council  
Lloyd Martley, Interim City Administrator

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

**Re:** Consider FY 2012 Independent Audit



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**Background:**

K.S.A 75-1122 requires municipalities to have annual audits by licensed municipal public accountants or certified public accountants if the municipality has annual gross receipts over \$275,000 or has bonds outstanding of over \$275,000. The City of Basehor meets both of these criteria. Subsequently, the City engaged Mize, Houser & Company, P.A. to perform an independent external audit.

An opinion is said to be unqualified when the auditor concludes that the financial statements give a true and fair representation in accordance with the financial reporting framework used for the preparation and presentation of the financial statements. An auditor gives an unqualified or clean opinion when they do not have any significant reservations in respect to matters contained in the financial statements. This type of report is issued by an auditor when the financial statements presented are free of material misstatements and are represented fairly in accordance with the Generally Accepted Accounting Principles (GAAP), which means the City's financial condition, position, and operations are fairly presented in the financial statements.

An unqualified audit is the best type of report a municipality is able to receive from an external auditor.

An unqualified opinion indicates the following:

- (1) The Financial Statements have been prepared using GAAP which have been consistently applied;
- (2) The Financial Statements comply with relevant statutory requirements and regulations;
- (3) There is adequate disclosure of all material matters relevant to the proper presentation of the financial information subject to statutory requirements, where applicable;
- (4) Any changes in the accounting principles or in the method of their application and the effects thereof have been properly determined and disclosed in the financial statements.

**Staff Recommendation:**

Approve the FY 2012 independent external audit.

**Action Requested of City Council:**

Approve the FY 2012 independent external audit.

**Attachments:**

FY 2012 Independent External Audit

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 7

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**Topic:** Preliminary Plat for Block 6 of Honeycreek Farms.

**Action Requested:** Consider Ordinance 627.

**Narrative:**

The preliminary plat is a replat of Block 6 within Honeycreek Farms. The plat is located along Pinehurst Drive between Sheehan Road and Freeman Drive. The proposed plat replaces 16 patio homes with 15 single-family lots.

May 7, 2013, the Planning Commission conducted a public hear and approved (6-0) two (2) variances and the preliminary plat with three (3) conditions.

June 7, 2013, the applicant has revised the plat per the three (3) stipulations approved by the Planning Commission on May 7, 2013.

**Presented by:**

Mitch Pleak, City Engineer

**Administration Recommendation:**

Approve Ordinance 627.

**Committee Recommendation:**

**Attachments:**

Ordinance 627 (2 pages)

6.7.13 Staff Report (8 pages)

**Projector needed for this item?**

No

(Published in the Basehor Sentinel \_\_\_\_\_)

**ORDINANCE NO. 627**

**AN ORDINANCE APPROVING A PRELIMINARY PLAT FOR BLOCK SIX OF HONEYCREEK FARMS, GENERALLY LOCATED AT STATE AVENUE AND 166<sup>TH</sup> STREET, BASEHOR, LEAVENWORTH COUNTY, KANSAS.**

**WHEREAS**, the applicant submitted a request for approval of a preliminary plat; and

**WHEREAS**, in accordance with Section 2-102 of the Basehor Subdivision Regulations, after due and lawful notice, the Planning Commission held a public hearing on May 7, 2013 and reviewed the application; and

**WHEREAS**, the Planning Commission recommended approval with the following stipulations:

1. Add note: No driveway shall abut Pinehurst Drive.
2. Add note: Minimum side yard setback is 7.5' and rear yard setback is 30'.
3. Add note: Minimum ground floor area and corresponding classification shall be 1,200 S.F. (class "F").

**WHEREAS**, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on June 17, 2013.

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

**Section 1:** That the Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary plat. The stipulations of approval recommended by the Planning Commission have been met.

**Section 2:** That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

**PASSED** by the City Council this 17th day of June, 2013.

**APPROVED** by the Mayor this 17<sup>th</sup> day of June, 2013.

**SEAL**

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David Breuer, Mayor

ATTEST:

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Corey Swisher, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marciano, City Attorney

## Staff Report

**Date:** June 7, 2013

**Subject:** Consider the Preliminary Plat for Block 6, Honeycreek Farms, submitted by Peoples Bank on the following described property:

ALL OF LOT 1, BLOCK 6, HONEY CREEK FARMS, A SUBDIVISION IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 22 EAST.

### GENERAL INFORMATION

**Applicant:** Peoples Bank

**Owner:** Peoples Bank

**Address:** P.O. Box 8330  
Lawrence, KS 66049

### SITE INFORMATION

**Location:** Pinehurst Drive between Sheehan Road and Freeman Drive.  
**Current Zoning:** "PR" Planned Residential District.

### STAFF ANALYSIS

#### **Background**

The proposed plat is a replat of Block 6 of Honeycreek Farms and consists of 3.6 acres. Honeycreek Farms Plat was approved in May of 2004. The existing development plan identifies Block 6 having 16 patio homes with a density of 4.4 units per acre or 1 unit per 9,821 square feet. Patio homes generally are a higher density than single-family homes. The existing development plan also has a minimum ground floor area classification of 1,200 S.F.

The proposed plat includes 15 single-family homes with the minimum ground floor area classification of 1,200 S.F., which is equal to the entire Honeycreek Farms Plat. The proposed average lot size is 10,475 square feet. The proposed plat will not change any lots outside of Block 6 in the Honeycreek Farms Plat.

#### **Surrounding Property**

The proposed replat is located on Pinehurst Drive between Sheehan Road and Freeman Drive. The current zoning is Planned Residential. "CP-2" General Business District and established townhomes are located to the north. Single-family homes are established toward the west, south, and east. The subject block is currently vacant. To date Honeycreek Farms includes single-family homes and townhomes.

### Adjacent Property

	<u>Zoning</u>	<u>Use</u>
North:	"CP-2"	General Business District
South:	"PR"	Planned Residential
East:	"PR"	Planned Residential
West:	"PR"	Planned Residential

### Traffic Impact

Access to the replat is thru Pinehurst Drive. The proposed plat will not have any impact to Pinehurst Drive.

### Stormwater Management

Stormwater Management facilities will not be changed with the approval of the subject plat.

### Utilities

No new utilities will be proposed with the subject plat.

### Comprehensive Plan/Zoning

The property is zoned "PR" Planned Residential District. The original use for the Block 6 is for patio homes. Patio homes can be considered to be higher density single-family dwellings. To the north of Block 6 includes vacant commercial property and established townhomes. Single-family homes are established toward the west, south, and east of Block 6.

### Preliminary Plat Contents

a.

1. **The name of the proposed subdivision.** Provided within the submitted plat.
2. **Location of the subdivision by reference to a section corner.** Provided within the submitted plat.
3. **The name(s) and address(s) of the owner(s)/developer(s) and the licensed land surveyor who prepared the plot.** Provided within the submitted plat.
4. **North arrow.** Provided within the submitted plat.
5. **Date prepared and scale of the drawing.** Provided within the submitted plat.
6. **The legal description of the property.** Provided within the submitted plat.

b.

1. **All of the land to be platted as well as all platted or unplatted adjacent properties within 1,000 feet shall be shown.** This is not shown.
2. **Existing contours with the contour intervals not more than 2 feet.** This is not provided due to the plat being already platted with stormwater infrastructure in place.
3. **The location, width, and names of all existing platted or private ways within or adjacent to the tract, together with easements, railroad and utility right-of-way, parks and other significant features such as city limit lines and survey monuments.** This is provided.
4. **Environmental features.** The proposed plat is not within the 100-yr flood plain.
5. **All airports, sanitary landfills, feedlots, or other similar uses located within two miles of the proposed plat shall be shown on a vicinity map.** This is not shown.

c.

1. **Layout and names of streets with general dimensions and appropriate grades shall be shown.** This is provided.

2. **Intended layout, numbers and dimensions of lots.** The existing development plan for Block 6 includes a density of 4.4 unity per acre or 1 unit per 9,821 square feet. The intention of Block 6 was to be a higher density single-family dwellings. Such density can be associated with "R-2" Two-Family Residential District. R-2 allows for higher density single-family dwellings with a maximum of 7 dwelling units per acre and minimum lot area of 6,000 square feet per dwelling unit. The proposed plat includes lot sizes from 7,442.5 square feet to 14,717.7 square feet. The proposed average lot size is 10,475 square feet. The proposed plat is less dense than the existing planned Block 6.

The proposed plat includes setbacks:

- Rear – 30'
- Side – 7.5'
- Front – 25'

The existing plat established the following setbacks:

- Rear – 30'
- Side – 10'
- Front – 25'

The proposed side yard setback of 7.5' does not meet the minimum side yard setback of 10'. 7.5' side yard setbacks are common with other plats within the City.

The minimum lot widths per R-2 zoning regulations are 80' for interior lots and 95' for corner lots. The proposed plat has an average interior lot width of 64' and a corner lot width of 100'. Lot widths below 80' are common with other plats within the City.

3. **Parcels of land intended to be dedicated or reserved for parks, schools, or other public uses, or to be reserved for the use of property owners with the subdivision.** This is provided within the submitted plat.
4. **Location and type of utilities to be installed.** Utilities are already constructed.
5. **Utility and other easements indicating width and purpose.** This is provided.
6. **A statement or other indication of phasing of the development and an appropriate timetable if applicable.** Not applicable.
7. **Vicinity sketch with indicates the relationship between the proposed subdivision and surrounding properties within 1,000 feet, showing streets and other features.** This is not provided.

d.

1. **The names and addresses of all owners of property within 1,000 feet of the proposed platted area. The applicant may submit the same list of owners of property within 1,000 feet submitted for the zoning application.** This has been submitted by the applicant.
2. **For subdivisions proposed to contain single family development, the minimum dwelling size shall be met.** Applicant shall detail the minimum ground floor area and corresponding classification for the replat to be 1,200 S.F. (class "F").

**Recommendation by Planning Staff**

May 7, 2013, the Planning Commission conducted a public hearing and considered the preliminary plat. The preliminary plat included the approval of the following variances:

1. Side yard setback of 7.5'.
2. Lot widths as proposed.

With approval of the variances, the Planning Commission approved (6-0) the preliminary plat with the following conditions:

1. Add note: No driveway shall abut Pinehurst Drive.
2. Add note: Minimum side yard setback is 7.5' and rear yard setback is 30'.
3. Add note: Minimum ground floor area and corresponding classification shall be 1,200 S.F. (class "F").

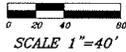
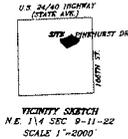
Staff recommends approving the preliminary plat for Block 6 of Honeycreek Farms with the following conditions:

1. Add note: No driveway shall abut Pinehurst Drive.
2. Add note: Minimum side yard setback is 7.5' and rear yard setback is 30'.
3. Add note: Minimum ground floor area and corresponding classification shall be 1,200 S.F. (class "F").

June 7, 2013, the applicant has revised the plat per the three (3) stipulations approved by the Planning Commission on May 7, 2013.

**FINAL PLAT**  
**A REPLAT OF BLOCK SIX, HONEYCREEK FARMS**  
 A SUBDIVISION IN THE CITY OF BASKOR,  
 LEAVENWORTH COUNTY, KANSAS

DEVELOPED BY:  
**PEOPLES BANK**  
 PO BOX 8330  
 LAWRENCE, KANSAS 66049  
 913-299-1720



THIS BASIS OF MEASUREMENT FOR THIS SURVEY IS A PLATTED BEARING OF S 05° 17' 24" W ALONG THE SOUTH LINE OF LOT 1, BLOCK 6, AS SHOWN ON THE FINAL PLAT OF HONEYCREEK FARMS A SUBDIVISION IN THE CITY OF BASKOR, LEAVENWORTH COUNTY, KANSAS.

REFERENCE: LEAVENWORTH COUNTY CHART 11  
 6" ALUMINUM OIL-IN-CONC. TIE'S WEST OF CENTRELINE 10TH STREET BY NORTH RIGHT-OF-WAY OF U.S. 24/40 HIGHWAY SECT. 9-11-22  
 (AS SHOWN ON THE FINAL PLAT OF HONEYCREEK FARMS)

**OWNER'S CERTIFICATE:**

This is to certify that the undersigned is the owner of the land described in the plat, and that all taxes on the above described tract of land have been paid, and that they have caused the same to be surveyed and subdivided in the manner shown on the accompanying plat, which subdivision shall be known as a REPLAT OF BLOCK SIX, HONEYCREEK FARMS.

All road right of ways on this plat not heretofore dedicated, are hereby so dedicated to the public use, easements, or interest, to the public to locate, construct and maintain, or authorize the location, construction and maintenance of public, water, conduit, water, gas and sewer pipes, or required drainage channels or structures upon the areas marked for easements on this plat is hereby granted.

Given under our hand at Leavenworth, Kansas this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2013

Michael S. Bates, Vice President Peoples Bank

**NOTARY CERTIFICATE:**

State of Kansas  
 County of Leavenworth  
 Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me, a Notary Public in and for said County and State, came Michael S. Bates, Vice President of Peoples Bank to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I hereunto set my hand and affixed my notarial seal the day and year above written.

(SIGN) \_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

**PLANNING COMMISSION APPROVAL:**

This plat of A REPLAT OF BLOCK SIX, HONEYCREEK FARMS has been submitted to, and approved by the Board Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_ 2013

Chairman: John Gallean

**CITY APPROVAL:**

This plat approved by the City Council of Baskor, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_ 2013

Mayor: David K. Bremer City Clerk: Corey Swisher

**CITY ENGINEER APPROVAL:**

CITY Engineer: Mitch Fleck, P.E.

**REGISTER OF DEEDS CERTIFICATE:**

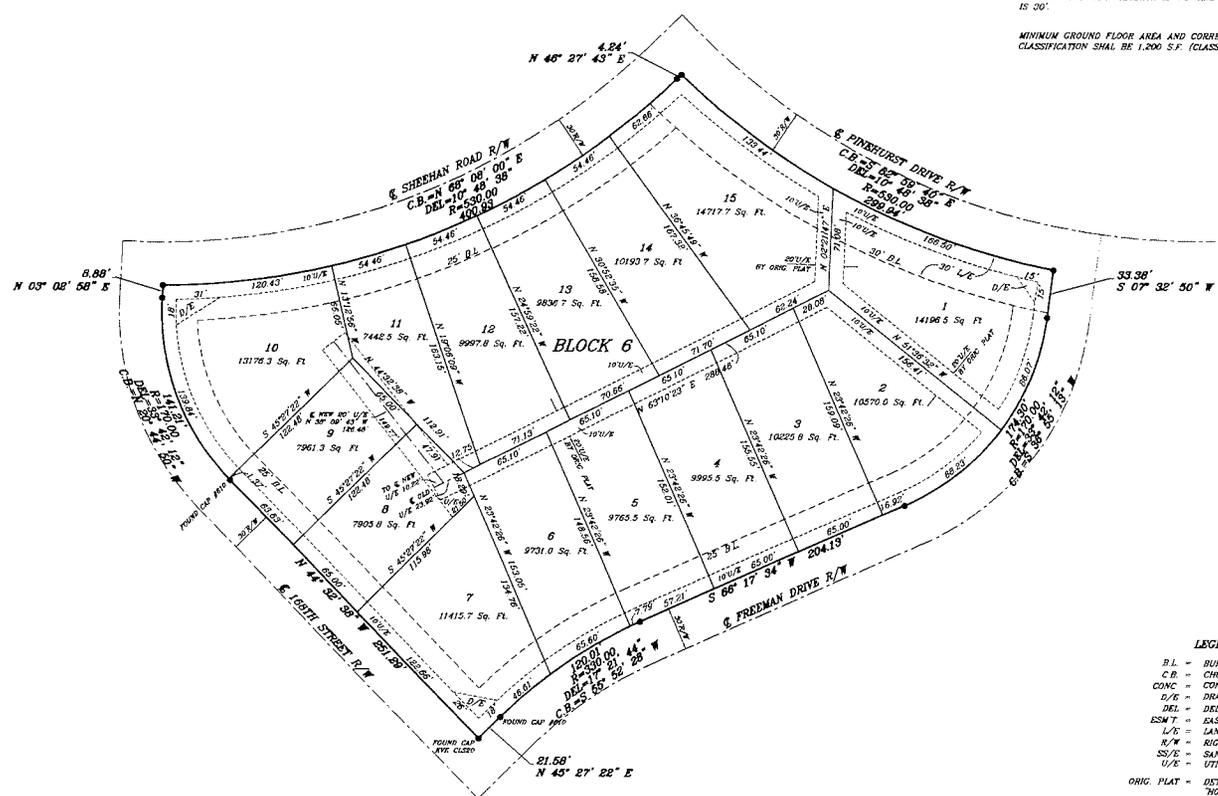
This is to certify that this instrument was filed for record in Document # \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2013, \_\_\_\_\_ O'clock \_\_\_\_\_ in office of the Register of Deeds, Leavenworth County, Kansas

Leavenworth County, Kansas, Register of Deeds: Stacy R. Detroit

**COUNTY SURVEYOR'S CERTIFICATE:**

I hereby certify that this plat meets the requirements of K.S.A. 38-2001 through 38-2004. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verifications is implied. This review is for survey information only.

Rayne Malwood, PLS Leavenworth County Surveyor



**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK SIX, HONEYCREEK FARMS, A SUBDIVISION IN THE CITY OF BASKOR, LEAVENWORTH COUNTY, KANSAS. THE ABOVE DESCRIBED TRACT CONTAINS 107,130 SQUARE FEET, OR 3.6075 ACRES, MORE OR LESS.

ALL REAR LOT CORNERS ARE 1/2" BARS WITH "S 056" CAPS. BY AGREEMENT WITH OWNER FRONT LOT CORNERS WERE NOT SET. NOTCHES ON THE CURBS AT THE EXTENSIONS OF THE SIDE LOT LINES WERE CUT IN LIEU OF FRONT CORNERS.

THE 10' U/E'S SHOWN ALONG ALL LOT FRONTS, AS WELL AS THE D/E'S SHOWN AT BLOCK CORNERS ARE FROM THE ORIGINAL PLAT OF "HONEY CREEK FARMS"

NO DRIVEWAY SHALL ABUT PINHURST DRIVE

MINIMUM SIDE YARD SETBACK IS 7'5" AND REAR YARD SETBACK IS 30'

MINIMUM GROUND FLOOR AREA AND CORRESPONDING CLASSIFICATION SHALL BE 1,200 S.F. (CLASS "Y")

**LEGEND:**

- B.L. = BUILDING SETBACK LINE
- C.B. = CHORD BEARING
- CONC = CONCRETE
- D/E = DRAINAGE EASEMENT
- DEL = DELTA (CENTRAL) ANGLE
- ESMT = EASEMENT
- L/E = LANDSCAPE EASEMENT
- R/W = RIGHT-OF-WAY
- SS/E = SANITARY SEWER EASEMENT
- U/E = UTILITY EASEMENT
- ORIG. PLAT = DETAIL FROM PLAT OF "HONEY CREEK FARMS"

● = FOUND 1/2" BAR OR CAPPED BAR. SET SAME IN CONC., UNLESS NOTED

**SURVEYOR'S CERTIFICATE:**  
 I, David E. Raab, a registered surveyor in the State of Kansas, do hereby certify that this plat and the survey it is based upon were conducted on the ground by me, and are a true and accurate representation of the evidence found on March, 2013

David E. Raab LS-006

ERROR OF CLASURE = 1/1003,071

**ROARK SURVEYING**  
 8414 CROWWAY LN.  
 LAWRENCE, KS. 66039  
 913-848-8399  
 RoarkSurveying@aol.com

REV. 6-10-13  
 4-10-13  
 #013-011



# Affidavit in Proof of Publication

STATE OF KANSAS  
Leavenworth County

(Published in the Basehor Sentinel, Thursday, April 11, 2013)

Eric Moore of the Legal Dept. of the Basehor Sentinel being first duly sworn, deposes and says:

That this weekly newspaper printed in the State of Kansas, and published in and of general circulation in Leavenworth County, Kansas, with a general paid circulation on a weekly basis in Leavenworth County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Basehor Sentinel

Said newspaper is published weekly 52 weeks a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice and been admitted at the post office of Basehor in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks the first publication thereof being made as aforesaid on 04/11/2013 with publications being made on the following dates:

04/11/2013



Subscribed and sworn to before me this



Notary Public

My Appointment expires: March 15, 2015

Notary And Affidavit	\$0.00
Additional Copies	\$0.00
Publication Charges	\$33.00
	<hr/>
	\$33.00

**PUBLIC HEARING NOTICE**  
**CITY OF BASEHOR**  
**PLANNING COMMISSION**

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas will hold a public hearing on Tuesday, May 7, 2013 at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas to consider Honey Creek Farms Replat submitted by Peoples Bank. The proposed plat is located on the south side of US-24/40 between 170th Street and 166th Street. The property description is:

All of Lot 1, Block 6, Honey Creek Farms, a subdivision in the City of Basehor, Leavenworth County, Kansas also beginning in the Northeast Quarter of Section 9, Township 11 South, Range 22 East.

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Mitch Pleak, City Engineer at 913-724-1370.

PLANNING COMMISSION  
CITY OF BASEHOR, KANSAS



# CITY OF BASEHOR

Planning & Zoning Department  
 2620 N. 155<sup>th</sup> Street, PO Box 406, Basehor, KS 66007  
 Phone: 913-724-1370 Fax: 913-724-3388  
 www.basehor.org



# APPLICATION FORM

Project Name & Description <i>Honey Creek Farms Replat</i>		Total Site Acreage <i>3.66</i>	Present Zoning <i>PUD</i>
Legal Description (May be attached as separate sheet) <i>Lot 1 Block 6</i>			Proposed Zoning <i>PUD</i>
Project Address / General Location <i>Pinehurst Drive + Sheehan Rd.</i>			Presubmittal Date
Parcel ID Number (CAMA Number) <i>1820900000108000</i>			Floor Area Classification <i>F</i>
Property Owner Name <i>Peoples Bank</i>	Phone <i>913 239 1728</i>	Fax <i>913 632 0028</i>	
Property Owner Address <i>P.O. Box 8330</i>	City <i>Lawrence</i>	State <i>KS</i>	Zip <i>66049</i>
Applicant's Name (if different from above) <i>Mike Bates</i>	Phone <i>913 239 1728</i>	Fax <i>913 632 0028</i>	
Applicant's Address <i>13180 Metcalf Ave</i>	City <i>Overland Park</i>	State <i>KS</i>	Zip <i>66213</i>
Applicant's mobile phone	Property Owner and/or Applicant's E-mail address		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input checked="" type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION	
Existing Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Other _____	
Proposed Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other _____	

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area	Existing Floor Area	Existing Building Footprint	Open Space Area
No. of Buildings	Proposed Floor Area	Proposed Building Footprint	Pavement Coverage

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots <i>15</i>	Maximum Lot Size	Minimum Lot Size	Average Lot Size

**Property Owner/Agent Consent** – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

x *Mike Bates* *VP* *4/3/13*  
 Signature Date

Office Use Only	<input checked="" type="checkbox"/> Filing Fee \$ <i>650.00</i> [ ] Received by <i>[Signature]</i> [ ] # of Plans _____
	[ ] Attached Legal Description [ ] Property Ownership List



City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 8

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**Topic:** Final Plat for Block 6 of Honeycreek Farms.

**Action Requested:** Consider Ordinance 628.

**Narrative:**

The final plat is a replat of Block 6 within Honeycreek Farms. The plat is located along Pinehurst Drive between Sheehan Road and Freeman Drive. The proposed plat replaces 16 patio homes with 15 single-family lots.

May 7, 2013, the Planning Commission approved (6-0) the final plat with six (6) conditions.

June 7, 2013, the applicant has revised the plat per stipulation 2, 3, and 4. The applicant has also provided a title insurance certification and a certification showing all taxes have been paid in full.

**Presented by:**

Mitch Pleak, City Engineer

**Administration Recommendation:**

Approve Ordinance 628.

**Committee Recommendation:**

**Attachments:**

Ordinance 628 (2 pages)

6.7.13 Staff Report (6 pages)

**Projector needed for this item?**

No

**ORDINANCE NO. 628**

**AN ORDINANCE APPROVING A FINAL PLAT FOR BLOCK 6 OF HONEYCREEK FARMS, GENERALLY LOCATED AT STATE AVENUE AND 166<sup>TH</sup> STREET, BASEHOR, LEAVENWORTH COUNTY, KANSAS.**

**WHEREAS**, the applicant submitted a request for approval of a preliminary plat; and

**WHEREAS**, in accordance with Section 2-103 of the Basehor Subdivision Regulations, the Planning Commission reviewed the application on May 7, 2013; and

**WHEREAS**, the Planning Commission recommended approval with the following stipulations:

1. City Council approves the preliminary plat.
2. Add note: No driveway shall abut Pinehurst Drive.
3. Add note: Minimum side yard setback is 7.5' and rear yard setback is 30'.
4. Add note: Minimum ground floor area and corresponding classification shall be 1,200 S.F. (class "F").
5. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.
6. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.

**WHEREAS**, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on June 17, 2013.

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

**Section 1:** That the Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat subject to the stipulations stated below:

1. City Council approves the preliminary plat.
2. Add note: No driveway shall abut Pinehurst Drive.
3. Add note: Minimum side yard setback is 7.5' and rear yard setback is 30'.
4. Add note: Minimum ground floor area and corresponding classification shall be 1,200 S.F. (class "F").
5. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.
6. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.

**Section 2:** That this ordinance approving the subject plat shall not be published, nor the plat executed by the Governing Body, until the applicant has resolved the six (6) conditions to satisfaction.

**Section 3:** That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

**PASSED** by the City Council this 17th day of June, 2013.

**APPROVED** by the Mayor this 17<sup>th</sup> day of June, 2013.

**SEAL**

---

David Breuer, Mayor

ATTEST:

---

Corey Swisher, City Clerk

APPROVED AS TO FORM:

---

Shannon M. Marcano, City Attorney

## Staff Report

**Date:** June 7, 2013

**Subject:** Consider the Final Plat for Block 6, Honeycreek Farms, submitted by Peoples Bank on the following described property:

ALL OF LOT 1, BLOCK 6, HONEY CREEK FARMS, A SUBDIVISION IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 22 EAST.

### GENERAL INFORMATION

**Applicant:** Peoples Bank

**Owner:** Peoples Bank

**Address:** P.O. Box 8330  
Lawrence, KS 66049

### SITE INFORMATION

**Location:** Pinehurst Drive between Sheehan Road and Freeman Drive.  
**Current Zoning:** "PR" Planned Residential District.

### STAFF ANALYSIS

#### **Background**

The proposed plat is a replat of Block 6 of Honeycreek Farms and consists of 3.6 acres. Honeycreek Farms Plat was approved in May of 2004. The existing development plan identifies Block 6 having 16 patio homes with a density of 4.4 units per acre or 1 unit per 9,821 square feet. Patio homes generally are a higher density than single-family homes. The existing development plan also has a minimum ground floor area classification of 1,200 S.F.

The proposed plat includes 15 single-family homes with the minimum ground floor area classification of 1,200 S.F., which is equal to the entire Honeycreek Farms Plat. The proposed average lot size is 10,475 square feet. The proposed plat will not change any lots outside of Block 6 in the Honeycreek Farms Plat.

#### **Surrounding Property**

The proposed replat is located on Pinehurst Drive between Sheehan Road and Freeman Drive. The current zoning is Planned Residential. "CP-2" General Business District and established townhomes are located to the north. The subject block is currently vacant. To date Honeycreek Farms includes single-family homes and townhomes.

### Adjacent Property

	<u>Zoning</u>	<u>Use</u>
North:	"CP-2"	General Business District
South:	"PR"	Planned Residential
East:	"PR"	Planned Residential
West:	"PR"	Planned Residential

### Traffic Impact

Access to the replat is thru Pinehurst Drive. The proposed plat will not have any impact to Pinehurst Drive.

### Stormwater Management

Stormwater Management facilities will not be changed with the approval of the subject plat.

### Utilities

No new utilities will be proposed with the subject plat.

### Transportation Excise Tax

Since the existing plat was annexed, \$1,747.48 was applied to all new construction permits per lot. The excise tax of \$1,747.48 per lot will continue with the proposed plat.

### Park Fees

Since the existing plat was annexed, \$200 per residential unit was applied to all new construction permits per lot. The park fee of \$200 per lot will continue with the proposed plat.

### Subdivision Regulation Requirements:

The items to be included on the final plat per the Subdivision Regulations requirements:

- 1. The lines and names of all proposed streets or other ways or easements, and other open spaces intended to be dedicated for public use or granted for use of inhabitants of the subdivision.** Provided within the submitted plat.
- 2. Lines and names of all adjoining streets within 200 feet.** This is shown within the submitted plat.
- 3. Metes and bounds describing the plat and the contents within the plat associated with any lots, easements, and tracts of lands. This information shall be represented in a way that any lot line can be located in the field.** This is provided within in the submitted.
- 4. The location of all building setback lines.** Applicant shall provide the minimum side yard and rear yard setbacks.
- 5. Suitable primary control points.** This is provided within the submitted plat.
- 6. Location and elevation of a permanent benchmark.** This is provided within the submitted plat.
- 7. The location of all permanent monuments with the distances and bearings plainly marked.** This is provided within the submitted plat.
- 8. Date of preparation, title, north point, and scale shall be included with the plat.** This is provided within the submitted plat.
- 9. Error of Closure.** The perimeter of the plat is under 10,000 feet. Per the subdivision regulations the error allowed is 1 ft in 10,000 ft. The error of closure for the plat is 1 ft in 665,071 ft, which is adequate.

10. **Identification system for all lots and blocks, and the area in square feet of each lot.** This is provided within the submitted plat.
11. **Certification of the land surveyor preparing the plat, seal, and signature.** This is provided within the submitted plat.
12. **Acknowledgement of a notary.** This is provided within the submitted plat.
13. **A certification of the Planning Commission showing its approval of the plat.** This is provided within the submitted plat.
14. **The approval of the City Council.** Action has not been taken.
15. **The certificate of the Register of Deeds.** This is provided.
16. **The title insurance certification showing that the proposed sub divider owns all the property within the plat and that it is free from encumbrances and liens.** June 7, 2013, the applicant submitted the title insurance certification. The applicant owns all the property within the plat and is free from encumbrances and liens.
17. **Statement by the owner dedicating streets, rights-of-way, and sites for public use.** This is provided.
18. **Such other certificates, affidavits, endorsements, or dedication as may be required by the Planning Commission in the enforcement of these Regulations.** Action has not been taken by the Planning Commission.
19. **Purpose for which sites, other than residential lots, are dedicated or reserved.** This is provided.
20. **Proper margins and lettering on the sheet that contains the plat.** Margins and lettering are properly shown.
21. **Legal description of the subdivision.** This was submitted with the plat.
22. **Public improvement plans associated with the final plat.** Not applicable.
23. **Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.** June 7, 2013, the applicant submitted a certification by the County showing that all due or unpaid taxes have been paid in full.
24. **Subdivision Improvements Agreement.** Not applicable.

#### **Recommendation by Planning Staff**

May 7, 2013, the Planning Commission approved (6-0) the final plat with the following conditions:

1. City Council approves the preliminary plat.
2. Add note: No driveway shall abut Pinehurst Drive.
3. Add note: Minimum side yard setback is 7.5' and rear yard setback is 30'.
4. Add note: Minimum ground floor area and corresponding classification shall be 1,200 S.F. (class "F").
5. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.
6. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.

Staff recommends approving the final plat for Block 6 of Honeycreek Farms with the following conditions:

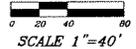
1. City Council approves the preliminary plat.
2. Add note: No driveway shall abut Pinehurst Drive.
3. Add note: Minimum side yard setback is 7.5' and rear yard setback is 30'.
4. Add note: Minimum ground floor area and corresponding classification shall be 1,200 S.F. (class "F").
5. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.

6. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.

June 7, 2013, the applicant has revised the plat per stipulation 2, 3, and 4. The applicant has also provided a title insurance certification and a certification showing all taxes have been paid in full.

**FINAL PLAT**  
**A REPLAT OF BLOCK SIX, HONEYCREEK FARMS**  
 A SUBDIVISION IN THE CITY OF BASHOR,  
 LEAVENWORTH COUNTY, KANSAS

DEVELOPED BY:  
**PEOPLES BANK**  
 PO BOX 6330  
 LAWRENCE, KANSAS 66049  
 913-239-1726



THE BASIS OF MEASUREMENT FOR THIS SURVEY IS A PLATTED RECORDING OF 5 04' 17" 24" W ALONG THE SOUTH LINE OF LOT 1, BLOCK 6, AS SHOWN ON THE FINAL PLAT OF HONEYCREEK FARMS, A SUBDIVISION IN THE CITY OF BASHOR, LEAVENWORTH COUNTY, KANSAS.

BENCHMARK: LEAVENWORTH COUNTY CP2111  
 1" ALTIMETER CAP IN CONC. 78' 2" WEST OF CENTERLINE  
 10TH STREET ON NORTH RIGHT-OF-WAY OF U.S. 24/40 HIGHWAY  
 ELEV = 840.14  
 (AS SHOWN ON THE FINAL PLAT OF HONEYCREEK FARMS)

**OWNER'S CERTIFICATE:**  
 This is to certify that the undersigned is the owner of the land described in the plat, and that all taxes on the above described tract of land have been paid, and that they have caused the same to be surveyed and subdivided in the manner shown on the accompanying plat, which subdivision shall be known as a REPLAT OF BLOCK SIX, HONEYCREEK FARMS.  
 All road right of ways on this plat not heretofore dedicated are hereby so dedicated to the public. An easement, or license, to the public to locate, construct and maintain, or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the areas marked for easements on this plat is hereby granted.  
 Given under our hand at Lawrence, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

Michael S. Bates, Vice President Peoples Bank

**NOTARY CERTIFICATE:**  
 State of Kansas  
 County of Leavenworth  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for said County and State, came Michael S. Bates, Vice President of Peoples Bank to me personally known to be the same person who executed the foregoing instrument of writing and fully acknowledged the execution of same in testimony whereof I have hereunto set my hand and affixed my notarial seal this day and year above written.

(SEAL) Notary Public

My Commission Expires: \_\_\_\_\_

**PLANNING COMMISSION APPROVAL:**  
 This plat of a REPLAT OF BLOCK SIX, HONEYCREEK FARMS has been submitted to, and approved by the Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Chairman: John Callion

**CITY APPROVAL:**  
 This plat approved by the City Council of Bashor, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Mayor: David K. Dewar City Clerk: Corey Swisher

**CITY ENGINEER APPROVAL:**

City Engineer: Mitch Pekar, P.E.

**REGISTER OF DEEDS CERTIFICATE:**  
 This is to certify that the instrument was filed for record in Document # \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ O'Clock \_\_\_\_\_ in office of the Register of Deeds, Leavenworth County, Kansas.  
 Leavenworth County, Kansas, Register of Deeds: Stacy R. Strach

**COUNTY SURVEYOR'S CERTIFICATE:**  
 I hereby certify this plat meets the requirements of R.S.A. 30-2501 through 30-2505. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Wayne Malinck, PLS Leavenworth County Surveyor

**LEGAL DESCRIPTION:**  
 A TRACT OF LAND BEING ALL OF LOT 1, BLOCK SIX, HONEYCREEK FARMS, A SUBDIVISION IN THE CITY OF BASHOR, LEAVENWORTH COUNTY, KANSAS.  
 THE ABOVE DESCRIBED TRACT CONTAINS 157,138 SQUARE FEET, OR 3.6073 ACRES, MORE OR LESS.

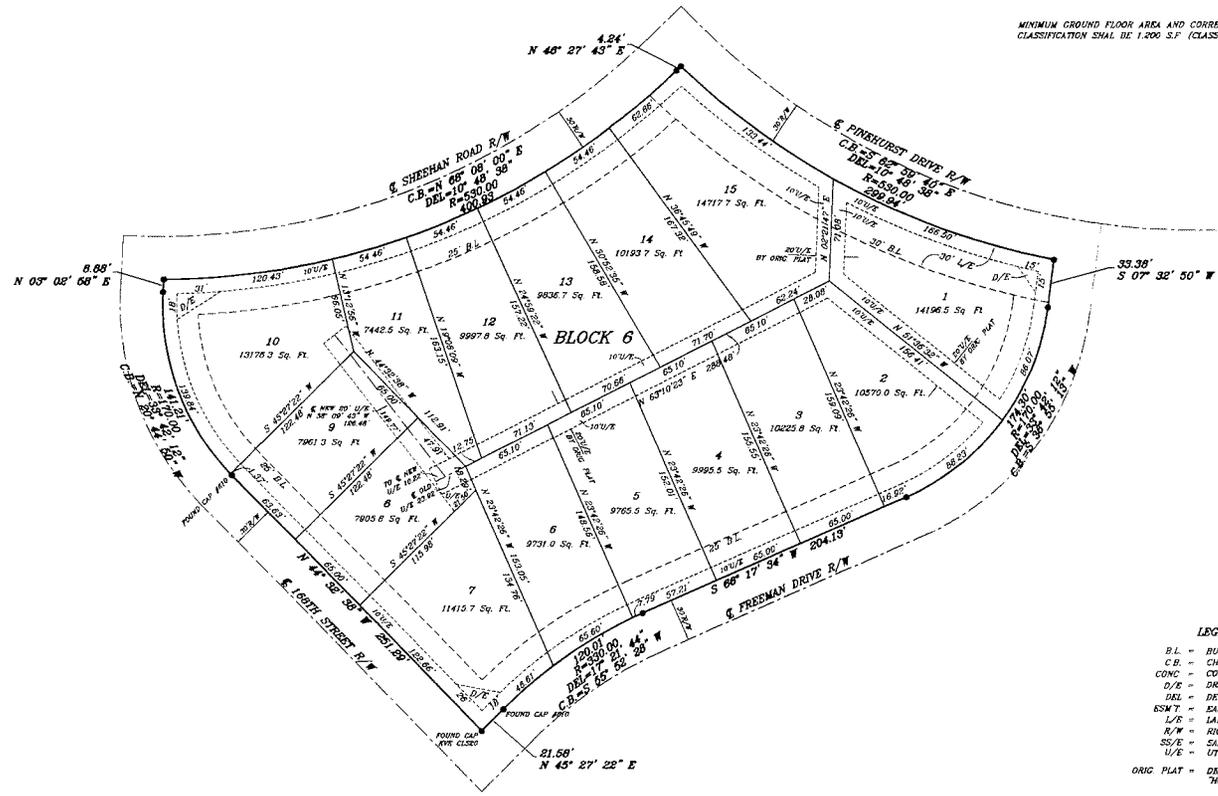
ALL REAR LOT CORNERS ARE 1/2" BARS WITH 105 030° CAPS BY AGREEMENT WITH OWNER. FRONT LOT CORNERS WERE NOT SET. NOTCHES ON THE CURBS AT THE EXTENSIONS OF THE SIDE LOT LINES WERE CUT IN LIEU OF FRONT CORNERS.

THE 10' U/E'S SHOWN ALONG ALL LOT FRONTS, AS WELL AS THE D/E'S SHOWN AT BLOCK CORNERS ARE FROM THE ORIGINAL PLAT OF HONEYCREEK FARMS.

NO DRIVEWAY SHALL ABUT PINHURST DRIVE

MINIMUM SIDE YARD SETBACK IS 7.5' AND REAR YARD SETBACK IS 20'

MINIMUM GROUND FLOOR AREA AND CORRESPONDING CLASSIFICATION SHALL BE 1,200 S.F. (CLASS "F")



- LEGEND**
- B.L. = BUILDING SETBACK LINE
  - C.B. = CHORD BEARING
  - CONC. = CONCRETE
  - D/E = DRAINAGE EASEMENT
  - DEL. = DELTA (CENTRAL) ANGLE
  - ESM = EASEMENT
  - L/E = LANDSCAPE EASEMENT
  - R/W = RIGHT-OF-WAY
  - SS/E = SANITARY SEWER EASEMENT
  - U/E = UTILITY EASEMENT
  - ORIG. PLAT = DETAIL FROM PLAT OF "HONEYCREEK FARMS"
  - = FOUND 1/2" BAR OR CAPPED BAR, SET SAME IN CONC., UNLESS NOTED.

**SURVEYOR'S CERTIFICATE:**  
 I, Daniel R. Roark, a registered surveyor in the State of Kansas do hereby certify that this plat and the survey it is based upon were conducted by me, and are a true and accurate representation of the evidence found in March, 2013.

Daniel R. Roark 15-006

ERROR OF CLOSURE = 1/885,071

**ROARK SURVEYING**  
 2414 GREENWAY LN.  
 LAWRENCE, KS. 66025  
 913-869-0208  
 RoarkSurveying@aol.com

REV. 5-10-13  
 4-10-13  
 #015-011

**LEGAL DESCRIPTION**

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 01°47'07" EAST, 164.30 FEET ALONG THE EAST LINE, AND SOUTH 89°25'21" WEST, 40.00 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH ONE-HALF OF U.S. 24/40 HIGHWAY (STATE AVENUE) AND THE WEST RIGHT-OF-WAY LINE OF 16TH STREET; THENCE SOUTH 01°47'07" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 1128.49 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID QUARTER SECTION; THENCE SOUTH 87°36'24" WEST, ALONG SAID SOUTH LINE, 2997.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF; THENCE NORTH 01°55'41" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, 1292.23 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89°34'18" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 469.50 FEET; THENCE SOUTH 89°33'33" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 500.85 FEET; THENCE SOUTH 83°42'45" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 706.42 FEET; THENCE NORTH 89°33'43" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 924.47 FEET TO THE POINT OF BEGINNING. CONTAINS 718.27 ACRES MORE OR LESS.

**CERTIFICATION AND DEDICATION**

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE BEEN PAID AND THAT THEY HAVE CAUSED THE SAME TO BE SUBMITTED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAN, WHICH SUBDIVISION SHALL BE KNOWN AS "HONEYCREEK FARMS".

EASEMENTS SHOWN ON THIS PLAN ARE HEREBY DEDICATED FOR PUBLIC USE. THE FRONTAGE OF EACH LOT SHOWN WITH DASHED LINES ON THE ACCOMPANYING PLAN, AND SAID EASEMENTS MAY BE EMPLOYED TO LOCATE AND MAINTAIN CONCRETE DRIVEWAYS, UTILITY LINES, CABLES AND WIRES AND ANY OTHER FORM OF PUBLIC UTILITY NOW AND HEREINAFTER USED IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS. STRIPS MARKED "UTILITY EASEMENT," "U/E" OR "D/E" (DRAINAGE EASEMENT) ARE SHOWN.

STREETS SHOWN ON THE ACCOMPANYING PLAN AND NOT HERETOFORE DEDICATED FOR PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAN AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE ROAD RIGHT OF WAY.

**IN TESTIMONY WHEREOF:**

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE HERETOBY SUBSCRIBED THEIR NAMES THIS 12th DAY OF October, 2004.

**ACKNOWLEDGMENT**

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

Members of HoneyCreek Farms LLC

BE IT REMEMBERED THAT ON THIS 12th DAY OF October, 2004, A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

TO WIT: TROY LETOURNEAU, DAVE FREDMAN, CURTIS ORRICK, ROBERT MORNINGSTAR, LAWRENCE, KANSAS 66048.

**PLANNING COMMISSION APPROVAL:**

APPROVED THIS 27th DAY OF October, 2004 BY THE CITY OF BASEHOR PLANNING COMMISSION.

**CITY COUNCIL APPROVAL:**

APPROVED THIS 15th DAY OF October, 2004 BY THE CITY COUNCIL, CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

**CITY ENGINEER APPROVAL:**

THE CITY ENGINEER'S PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE SUBDIVISION REGULATIONS AS ADOPTED BY THE CITY OF BASEHOR. IT IS NOT A GUARANTEE OF THE ACCURACY OR ADEQUACY OF THE DESIGN, DIMENSIONS, ELEVATIONS, AND QUANTITIES.

**COUNTY SURVEYOR CERTIFICATION**

I HEREBY CERTIFY THIS PLAN MEETS THE REQUIREMENTS OF K.S.A. 98-2002. THE FACE OF THIS PLAN IS REVIEWED FOR COMPLIANCE WITH KANSAS MINIMUM STANDARDS FOR PLANNING SURVEYS. NO FIELD VERIFICATION IS IMPLIED. THIS REVIEW IS FOR SURVEY INFORMATION ONLY.

**CERTIFICATION**

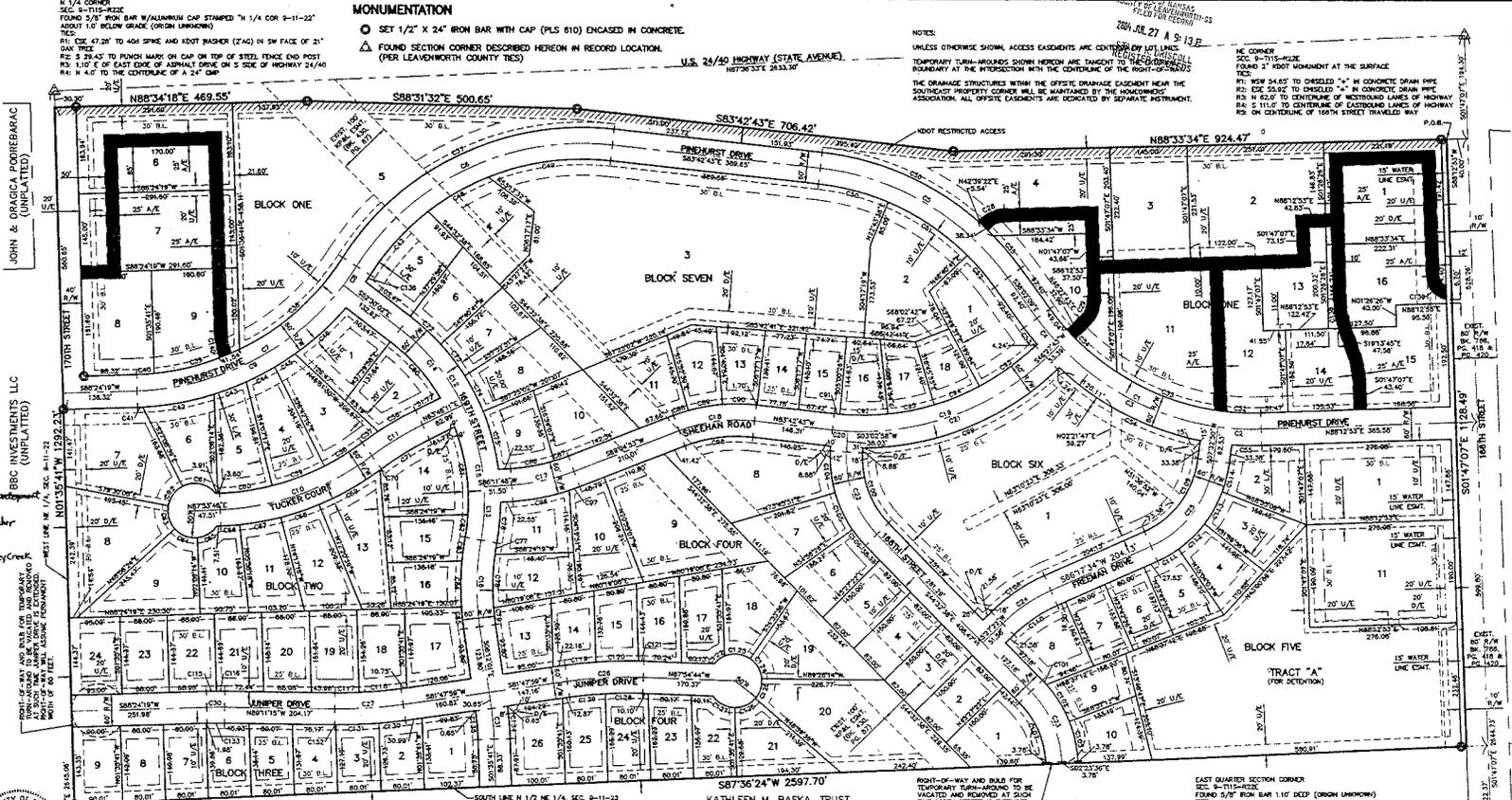
I HEREBY CERTIFY THAT DURING THE MONTH OF AUGUST, 2003, I HAVE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PLAT AND THAT THE SURVEY MEETS THE MINIMUM STANDARDS FOR LAND BOUNDARY SURVEYS AS ESTABLISHED BY KANSAS STATUTE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

COUNTY SURVEYOR DATE  
L. CAMERON HOWELL, RLS

**SEAL**

**SEAL**

JOHN E. GREGG, RLS  
1310 W. 10th St.  
Lawrence, Kansas 66044  
(785) 843-7820



**LEGEND**

- U/E UTILITY EASEMENT
- A/E ACCESS EASEMENT
- D/E DRAINAGE EASEMENT
- L/L LANDSCAPE EASEMENT
- B/L BUILDING LINE

**GRAPHIC SCALE**

1" = 200 FT  
1" = 400 FT

LOT NO.	SQ. FT.	ACRES									
1	10,000	0.23	11	10,000	0.23	21	10,000	0.23	31	10,000	0.23
2	10,000	0.23	12	10,000	0.23	22	10,000	0.23	32	10,000	0.23
3	10,000	0.23	13	10,000	0.23	23	10,000	0.23	33	10,000	0.23
4	10,000	0.23	14	10,000	0.23	24	10,000	0.23	34	10,000	0.23
5	10,000	0.23	15	10,000	0.23	25	10,000	0.23	35	10,000	0.23
6	10,000	0.23	16	10,000	0.23	26	10,000	0.23	36	10,000	0.23
7	10,000	0.23	17	10,000	0.23	27	10,000	0.23	37	10,000	0.23
8	10,000	0.23	18	10,000	0.23	28	10,000	0.23	38	10,000	0.23
9	10,000	0.23	19	10,000	0.23	29	10,000	0.23	39	10,000	0.23
10	10,000	0.23	20	10,000	0.23	30	10,000	0.23	40	10,000	0.23

**CURVE DATA**

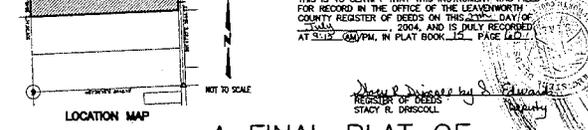
CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.
S89°33'33"E	500.85	S89°33'33"E	500.85	S89°33'33"E	500.85	S89°33'33"E	500.85
S89°33'33"E	500.85	S89°33'33"E	500.85	S89°33'33"E	500.85	S89°33'33"E	500.85
S89°33'33"E	500.85	S89°33'33"E	500.85	S89°33'33"E	500.85	S89°33'33"E	500.85

**MONUMENTATION**

- SET 1/2" X 24" IRON BAR WITH CAP (PLS 610) ENCASED IN CONCRETE.
- FOUND SECTION CORNER DESCRIBED HEREIN IN RECORD LOCATION. (PER LEAVENWORTH COUNTY TIES)

**NOTES:**

UNLESS OTHERWISE SHOWN, ACCESS EASEMENTS ARE CENTERED ON LOT LINES. TEMPORARY TURN-AROUNDS SHOWN HEREIN ARE TANGENT TO THE PROPERTY BOUNDARY AT THE INTERSECTION WITH THE CENTERLINE OF THE RIGHT-OF-WAYS. THE DRAINAGE STRUCTURES WITHIN THE OFFICE DRAINAGE EASEMENT NEAR THE SOUTHWEST PROPERTY CORNER WILL BE MAINTAINED BY THE HOMEOWNERS. ALL OTHER EASEMENTS ARE INDICATED BY SEPARATE INSTRUMENT.



**OWNER/DEVELOPER:**  
TROY LETOURNEAU  
DAVE FREDMAN  
CURTIS ORRICK  
ROBERT MORNINGSTAR  
LAWRENCE, KANSAS 66048

**REGISTER OF DEEDS:**  
STACY R. GREGG

**A FINAL PLAT OF HONEYCREEK FARMS**

A SUBDIVISION IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

NE 1/4, SEC. 9-T11S-R22E

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 9

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**Topic:** Neighborhood Revitalization Plan No. 2

**Action Requested:** The City of Basehor wishes to terminate our participation in the NRP No. 2 prior to the expiration date of December 31, 2014 by providing 30 days written notice as required per agreement.

**Narrative:** On November 19, 2012, council approved to amend NRP No. 2 extending the expiration date from December 31, 2012 to December 31, 2014. At this time the City of Basehor wishes to terminate our participation in the NRP No. 2 effective July 30, 2013 by providing 30 days written notice per agreement procedures.

**Presented by:** Lloyd Martley, Interim City Administrator

**Administration Recommendation:** Approve written request for termination of our participation in NRP No. 2 effective July 17, 2013.

**Committee Recommendation:** N/A

**Attachments:** Resolution 2012-23

**Projector needed for this item?**

No

RESOLUTION NO. 2013-12

A RESOLUTION WITHDRAWING THE CITY OF BASEHOR FROM PARTICIPATION IN  
BASEHOR NEIGHBORHOOD REVITALIZATION PLAN NO. 2

WHEREAS, on September 10, 2009, the City of Basehor, Kansas adopted Resolution No. 2009-15 which approved Neighborhood Revitalization Plan No. 2; and

WHEREAS, on November 19, 2012, Neighborhood Revitalization Plan No. 2 was extended to an expiration date of December 31, 2014; and

WHEREAS, the City wishes to withdraw from participation in Neighborhood Revitalization Plan No. 2 by giving 30 days notice as required by Neighborhood Revitalization Plan No. 2.

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

Section 1. That by adopting this resolution, the City of Basehor has provided 30 days notice of its withdrawal from Neighborhood Revitalization Plan No. 2, and hereby withdraws from Neighborhood Revitalization Plan No. 2, effective July 30, 2013.

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

PASSED by the Governing Body this 17th day of June, 2013.

APPROVED by the Mayor this 17th day of June, 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. 10

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**Topic:**

Consider first amendment to engineering/architectural services agreement by and between the City of Basehor and Affinis Corporation regarding engineering services to improvements to Wolf Creek Parkway KDOT Project No. 24-52 KA-2277-01

**Action Requested:**

Consider Resolution 2013-13.

**Narrative:**

Affinis Corporation and the City of Basehor entered into an agreement dated August 26, 2011. As part of the agreement, KDOT was not made a third party beneficiary. Resolution 2013-13 amends the agreement to include KDOT as a third party beneficiary.

**Presented by:**

Mitch Pleak, City Engineer

**Administration Recommendation:**

Approve Resolution 2013-13.

**Committee Recommendation:**

**Attachments:**

Resolution 2013-13 (4 pages)  
Engineering Services Agreement for KDOT Project No. 24-52 KA-2277-01 (19 pages)

**Projector needed for this item?**

No

RESOLUTION NO. 2013-13

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN FIRST AMENDMENT TO ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND AFFINIS CORPORATION REGARDING ENGINEERING AND ARCHITECTURAL SERVICES RELATED TO IMPROVEMENTS TO WOLF CREEK PARKWAY IN BASEHOR, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain First Amendment to Engineering/Architectural Services Agreement with Affinis Corporation, 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 First Amendment to Engineering/Architectural Services Agreement, attached as Exhibit A.

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

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

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

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**  
**First Amendment to Engineering/Architectural Services Agreement**

To be attached.

FIRST AMENDMENT TO ENGINEERING/ARCHITECTURAL  
SERVICES AGREEMENT

This First Amendment to Engineering/Architectural Services Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Basehor, Kansas (the "City"), and Affinis Corporation (the "Consultant Engineer") for good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged.

RECITALS

WHEREAS, the City and Consultant Engineer, entered into that certain Engineering/Architectural Services Agreement dated August 26, 2011, for engineering and architectural services associated with the construction of the Wolf Creek Parkway improvement project; and

WHEREAS, it has been determined that the Kansas Department of Transportation regulations require that Section V General Provisions F. 2. J., of the Engineering/Architectural Services Agreement, entitled "No Third Party Beneficiaries", be amended to reflect the Kansas Department of Transportation regulations; and

WHEREAS, the City and Consultant Engineer now desire hereby to alter, amend and modify the Engineering/Architectural Services Agreement accordingly, in accordance with the provisions of this First Amendment:

NOW, THEREFORE, the City and Consultant Engineer hereby alter, amend and modify the Engineering/Architectural Services Agreement as follows:

1. Section V General Provisions F. 2. J. shall be amended with the deletion of the stricken text, and the addition of the underlined text:

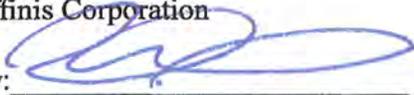
~~J. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.~~

THIRD PARTY BENEFICIARIES. 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 Engineer. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City incurred or will incur because the Consultant Engineer failed to comply with its contractual obligations under this Agreement, or because of the Consultant Engineer's negligent acts, errors or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant Engineer so long as such settlement does not restrict the Secretary's right to payment or reimbursement.

2. Except as modified by this First Amendment, the Engineering/Architectural Services Agreement is unmodified and remains in full force and effect. The Engineering/Architectural Services Agreement, as altered, amended and modified by this First Amendment, is ratified and confirmed by both the City and Consultant Engineer.

3. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document. A scanned, facsimile, photocopied or other electronic signature of any party to this First Amendment shall have the same force and effect for all purposes as an original signature.

Affinis Corporation

By:   
Authorized Signatory

Richard A. Worrel  
President

City of Basehor

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

Attest:

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

## ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made in Leavenworth County, Kansas, by and between the City of Basehor, Kansas, hereinafter "City," and Affinis Corporation, herein after "Consulting Engineer/Architect." City intends to construct an improvement project (hereinafter the "Project") in Basehor, Kansas, described as follows:

***Wolf Creek Parkway as a standard three-lane collector street from 158<sup>th</sup> Street to 155<sup>th</sup> Street (approximately 2,000 feet) as described in more detail in Exhibit A.***

City hereby contracts with Consulting Engineer/Architect for the furnishing of professional engineering/architectural services in connection with the Project, for the furnishing of such engineering/architectural services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer/Architect represents to City that Consulting Engineer/Architect is professionally qualified to do this Project and is licensed to practice engineering/architecture by all public entities having jurisdiction over Consulting Engineer/Architect and the Project.

### **SECTION I - DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Basehor, Kansas.

"Consulting Engineer/Architect" means the company identified on pg. 1. Consulting Engineer/Architect shall employ for the services rendered herein, only those engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Construction Cost" means and includes the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer/Architect's fee, or other payments to the Consulting Engineer/Architect and shall not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction for this Project, including all Engineering/Architectural Documents. All terms defined in the General Conditions shall have the same meaning when used in this Agreement

unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Contract Time" means time for completion which is March 22, 2012.

"Engineering/Architectural Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Engineering/Architectural Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consulting Engineer/Architect under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment.

"Traffic Control Plan" means a specific plan that includes but is not limited to signage; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

## **SECTION II - COMPENSATION**

1. Total Fee: City agrees to pay Consulting Engineer/Architect an amount not to exceed One hundred thirty six thousand seven hundred twenty eight dollars (\$136,728.00), including reimbursables. The fee is based on the performance of the scope of services outlined in this Agreement, and shall be billed using hourly rates and equipment charges as set forth in Exhibit B attached herewith, plus direct expenses, such as in-house printing, mileage, etc. . All work shall be completed on or before March 22, 2012. Payment to Consulting Engineer/Architect shall not exceed the following percentages in each phase of the Project without prior written consent of City:

Preliminary Design Phase	65%
Final Design Phase	20%
Bidding Phase	5%
Construction Phase	<u>10%</u>
TOTAL	100 %

2. Reimbursable Expenses: The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed a total expense of \$13,173.00 for the following expenses: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, (g) title company (O & Es); (h) geotechnical services; (i) environmental services; and (j) other costs as authorized by City.
3. Additional Services: Consulting Engineer/Architect shall provide, with City's concurrence, services in addition to those listed in Section III when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer/Architect must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit B. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consulting Engineer/Architect, providing services necessitated in the event the Engineering/Architectural Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer/Architect, and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consulting Engineer/Architect, as compensation for these services, shall be in accordance with the hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.
4. Special Services: Consulting Engineer/Architect may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding

arising out of this Project. Consulting Engineer/Architect shall not be paid extra by City if its appearance is to defend its professional Engineering/Architectural Services. Consulting Engineer/Architect shall not be paid extra by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-way for the Project. If Consulting Engineer/Architect is requested, in writing, by City, to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit B.

5. Billing: Consulting Engineer/Architect shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Consulting Engineer/Architect shall itemize the services and reimbursable expenses for which payment is requested. City agrees to pay Consulting Engineer/Architect within thirty (30) days of approval by the Governing Body.
6. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer/Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer/Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer/Architect immediately. Consulting Engineer/Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer/Architect in accordance with the contract payment procedures.
7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of design tasks completed to date. This report will serve as support for payment to Consulting Engineer/Architect.
8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer/Architect, the Consulting Engineer/Architect shall be compensated for time and expense required to incorporate such modifications at Consulting Engineer/Architect's standard hourly rates per Exhibit B; provided, however, that any increase in total fee or Contract Time must be approved through a written change order. Consulting Engineer/Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consulting Engineer/Architect's negligence or other actionable fault.
9. Change Orders: This Agreement may be amended to provide for additions, deletions

and revisions in the Engineering/Architectural Services or to modify the terms and conditions thereof by either written amendment or by change order. The total fee and Contract Time may only be changed by a written change order approved by City. If notice of any change affecting the general scope of the Engineering/Architectural Services or provisions of this Agreement, including but not limited to, total fee or Contract Time, is a requirement of any insurance policy held by Consulting Engineer/Architect as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer/Architect's responsibility.

### **SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT**

Consulting Engineer/Architect shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project which services shall include:

#### **A. PRELIMINARY DESIGN PHASE**

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consulting Engineer/Architect shall furnish the City six (6) copies of the preliminary design documents, unless otherwise noted in Exhibit A.
3. Preliminary Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on the preliminary design of the Project. Consulting Engineer/Architect's estimate of probable Construction Cost is to be made on the basis of Consulting Engineer/Architect's experience and qualifications and represent Consulting Engineer/Architect's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested prior to commencement of final design phase.

#### **B. FINAL DESIGN PHASE**

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Final Design Documents: Consulting Engineer/Architect shall furnish City six (6) copies, unless otherwise noted in Exhibit A, of the final design plans and shall

also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project.

3. Contract Documents: Consulting Engineer/Architect shall prepare contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, all to be approved by the City, and assist in the preparation of other related documents, unless such documents are provided by City.
4. Final Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer/Architect's Estimate" and will be used as the basis for construction contract award.
5. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection and testing prior to bidding phase.

**C. BIDDING PHASE**

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consulting Engineer/Architect's Final Cost Estimate, Consulting Engineer/Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City, in its sole discretion, has four (4) options if all bids exceed Consulting Engineer/Architect's estimate:(1) consider approval of an increase in the project cost; (2) authorize rebidding of the project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer/Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the Consulting Engineer/Architect's estimate.

**D. CONSTRUCTION PHASE**

1. In-house Administration and Inspection: It is understood that City will provide in-house administration and inspection of the construction Agreement; however,

Consulting Engineer/Architect shall consult with and advise City, when requested.

2. Services: The services provided during this phase are set out in Exhibit A attached hereto and incorporated herein.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consulting Engineer/Architect agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consulting Engineer/Architect's errors or omissions or clarify Consulting Engineer/Architect's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consulting Engineer/Architect, or are beyond his/her control, both parties agree that hourly rates will be as stated in Exhibit B. Additional drawings shall be authorized through a change order.
4. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consulting Engineer/Architect's involvement during the construction phase, Consulting Engineer/Architect observes or otherwise becomes aware of any defect in the work, he shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting Engineer/Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. Consulting Engineer/Architect shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer/Architect shall not have control over or charge of acts or omissions of the contractor, contractor's subcontractors, or their agents or employees.
6. Shop Drawings: Consulting Engineer/Architect shall review and take appropriate action on contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto, unless an obvious deficiency

exists wherein Consulting Engineer/Architect will advise City of such defect or deficiency so the same can be prevented.

7. Record Drawings: The Consulting Engineer/Architect shall prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field and which are marked on the construction plan set provided by the City. Because some of the data contained on the "Record Drawings" may be based on unverified information provided by others, the Consulting Engineer/Architect does not warrant the accuracy of information provided by others.

#### **E. GENERAL DUTIES AND RESPONSIBILITIES**

1. Responsibilities under the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect agrees to be responsible for those matters identified in the General Conditions (Section V of this Agreement) as being responsibilities of the Consulting Engineer/Architect. Consulting Engineer/Architect specifically acknowledges receipt of a copy of the General Conditions and acceptance of the responsibilities as set forth therein.
2. Personnel: Consulting Engineer/Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the project manager on this Project: Kristen Leathers. The City will be notified in writing immediately if this individual changes. As project manager on this Project, this person shall be the primary contact with the City's project manager and shall have authority to bind Consulting Engineer/Architect. So long as the individual named above remains actively employed or retained by Consulting Engineer/Architect, he/she shall perform the function of project manager on this Project.
3. Subsurface Borings & Material Testing: If tests, additional to those provided for in Exhibit A, are required for design, Consulting Engineer/Architect shall prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, shall be provided by Consulting Engineer/Architect or its subcontractors and compensated as an Additional Service, to be agreed upon on the Change Order.
4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer/Architect or its

subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer/Architect which is not defined within the scope of services of Consulting Engineer/Architect. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work. Although Consulting Engineer/Architect may assist City in procuring such services of third parties, Consulting Engineer/Architect shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Service: Consulting Engineer/Architect shall not subcontract any of the Engineering/Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering/Architectural Services to be subcontracted and the consulting firm or person proposed to accomplish the subcontracted portion of the Project. Unless otherwise stated in the written consent to subcontracting the Engineering/Architectural Services to be performed under this Agreement, no subcontract will release or discharge the Consulting Engineer/Architect from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering/Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and provide the City with certification thereof.
6. Endorsement: Consulting Engineer/Architect shall sign and seal all final plans, specifications, estimates and engineering data furnished by him/her. Any review or approval by City of any documents prepared by the Consulting Engineer/Architect, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer/Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work.

7. Inspection of Documents: Consulting Engineer/Architect shall maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.

#### **SECTION IV - CITY OF BASEHOR RESPONSIBILITIES**

1. Communication: City shall provide to Consulting Engineer/Architect information and criteria regarding City's requirements for the Project; examine and timely respond to Consulting Engineer/Architect's submissions; and give written notice to Consulting Engineer/Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering/Architectural Services.
2. Access: City will provide access for Consulting Engineer/Architect to enter public property, and private property when the City has authority to provide access.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as City's responsibility.
4. Program and Budget: City shall provide full information, including a program which shall set forth City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.
5. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer/Architect, with authority to transmit instructions and define policies and decisions of City.

#### **SECTION V - GENERAL PROVISIONS**

##### **A. TERMINATION**

1. Notice: City reserves the right to terminate this Agreement in whole or in part either for cause or for its convenience and without cause or default on the part of Consulting Engineer/Architect, by providing ten (10) days' written notice of such termination to Consulting Engineer/Architect. Upon receipt of such notice from City, Consulting Engineer/Architect shall, at City's option as contained in the notice: (1) immediately cease all Engineering/Architectural Services; or (2) meet with City and, subject to City's approval, determine what Engineering/Architectural Services shall be required of Consulting Engineer/Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer/Architect shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.

If City defaults on its obligation under this Agreement, Consulting Engineer/Architect must give written notice to the City and give the City an opportunity to cure. If the City does not cure within ten (10) days, Consulting Engineer/Architect is entitled to terminate this Agreement by providing ten (10) days' written notice.

2. Termination for Cause: If this Agreement is terminated by the City for cause, after notice to Consulting Engineer/Architect, City may take over the Engineering/Architectural Services and prosecute same to completion, by contract or otherwise. When Consulting Engineer/Architect's services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer/Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer/Architect shall not release Consulting Engineer/Architect from liability.
3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer/Architect for all Engineering/Architectural Services completed to date of its receipt of the termination notice and any additional Engineering/Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer/Architect, City shall compensate Consulting Engineer/Architect for the reasonable cost of Engineering/Architectural Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer/Architect including but not limited to its rights to sue for damages.
5. Incomplete Documents: Neither Consulting Engineer/Architect, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer/Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction.

## **B. DISPUTE RESOLUTION**

City and Consulting Engineer/Architect agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the

dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer/Architect shall proceed with the Engineering/Architectural Services as per this Agreement as if no dispute existed. The City shall withhold 10% of the monthly billing until the dispute is resolved, and shall continue to make the remainder of the payment for Consulting Engineer's/Architect's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

**C. OWNERSHIP OF ENGINEERING/ARCHITECTURAL DOCUMENTS**

All engineering/architectural documents prepared in connection with this Project shall be the property of the Consulting Engineer/Architect, whether the Project for which they are made is executed or not, however, the Consulting Engineer/Architect will provide City a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer/Architect's copyrighted instruments, and Consulting Engineer/Architect at his/her option may so identify them by appropriate markings. Provided that Consulting Engineer/Architect is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consulting Engineer/Architect, however, such reuse without written verification or adaptation by Consulting Engineer/Architect for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Consulting Engineer/Architect whatsoever. City does not take any responsibility for the reuse of documents by others.

**D. INSURANCE**

1. General

The Consulting Engineer/Architect shall maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consulting Engineer/Architect shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Consulting Engineer/Architect at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

2. Notice of Claim Reduction of Policy Limits

The Consulting Engineer/Architect, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consulting Engineer/Architect shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consulting Engineer/Architect's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consulting Engineer/Architect shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

3. General Liability

Limits -

General Aggregate:	\$ 500,000
Products / Completed Operations:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy MUST include the following conditions:

- a. Commercial General Form
- b. Explosion, Collapse & Underground
- c. Broad Form Contractual / Contractually Assumed Liability
- d. Independent Contractors
- e. Broad Form Property Damage
- f. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- g. Name City of Basehor as "Additional Insured"**

4. Automobile Liability

Policy shall protect the Consulting Engineer/Architect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:

Same as General Liability

Policy MUST include the following condition:

**Name City of Basehor as "Additional Insured"**

5. Workers' Compensation

This insurance shall protect the Consulting Engineer/Architect against all claims under applicable state workers' compensation laws. The Consulting Engineer/Architect shall also be protected against claims for injury, disease or

death of its employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident: \$ 100,000 Each Accident  
Bodily Injury by Disease: \$ 500,000 Policy Limit  
Bodily Injury by Disease: \$ 100,000 Each Employee

6. Professional Liability

The Consulting Engineer/Architect shall maintain throughout the duration of this Contract and for a three (3) year period thereafter, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate.

7. Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

- a. Is licensed to do business in the State of Kansas;
- b. Carries a Best's policyholder rating of A- or better; and
- c. Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Consulting Engineer/Architect.

8. Subconsultants' Insurance

If a part of the Agreement is to be sublet, the Consulting Engineer/Architect shall either:

- a. Cover all subconsultant in its insurance policies, or
- b. Require each subconsultant not so covered to secure insurance which will protect subconsultant against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consulting Engineer/Architect shall indemnify and hold harmless the City as to damages, liabilities or costs, including reasonable attorney's fees, to the extent arising out of the acts or omissions of its subconsultants.

**E. INDEMNITY**

- 1. Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss" means damage, liability or costs, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), for injury, including death, to person or persons or damages to or Loss of, property of person, firm or corporation, including the parties hereto, which to the extent arise out of or are connected with, negligent acts, errors or omissions of Consulting Engineer/Architect whether arising before or after the completion of the Engineering/Architectural Services required hereunder.

2. Indemnity: For purposes of this Agreement, Consulting Engineer/Architect hereby agrees to indemnify, defend and hold harmless the City and its employees and agents from damages or alleged damages caused or incurred as a result of the negligence or other fault of the Consulting Engineer/Architect, its affiliates, subsidiaries, employees, agents and subconsultants and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consulting Engineer/Architect's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consulting Engineer/Architect is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### **F. AFFIRMATIVE ACTION/OTHER LAWS**

1. During the performance of this Agreement, the Consulting Engineer/Architect agrees that:
  - a. Consulting Engineer/Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not

discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

- b. in all solicitations or advertisements for employees, the Consulting Engineer/Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- c. if the Consulting Engineer/Architect fails to comply with the manner in which the Consulting Engineer/Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. if the Consulting Engineer/Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and
- e. the Consulting Engineer/Architect shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a contract entered into by a Consulting Engineer/Architect:

- who employs fewer than four employees during the term of such contract; or
- whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

2. The Consulting Engineer/Architect further agrees that the Consulting Engineer/Architect shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

**G. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

**H. APPLICABLE LAW**

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

**I. ASSIGNMENT OF AGREEMENT**

This Agreement shall not be assigned or transferred by Consulting Engineer/Architect without the written consent of the City.

**J. NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**K. INDEPENDENT CONTRACTOR**

The Consulting Engineer/Architect is an independent contractor and as such is not an agent or employee of the City.

**L. WORK DELIVERABLE FORMAT**

1. Project Drawings: Project drawings which are developed by Consulting Engineer/Architect through the use of a Computer Aided Drafting (CAD) System shall be made available to City by providing a Microsoft compatible compact disc. However, due to the potential that the information set forth on the electronic media (disk) can be modified by City, or City consultants, unintentionally or otherwise, Consulting Engineer/Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. For documentation purposes, two sets of an original electronic media (disk) and two (11" x 17" size or larger) duplicate hard copy sets will be prepared. One set will be given to City and one set will be retained by Consulting Engineer/Architect. If City provides such electronic media (disk) to others for any purpose, City shall require the electronic media (disk) to be returned to City upon completion of such use. City recognizes that use of such electronic media (disk) will be at City's sole risk and without any liability risk or legal exposure by Consulting Engineer/Architect.
2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a Microsoft compatible compact disc.

3. "Record" Drawings: Following construction, City will provide copies of changes and alterations made in the field during construction to Consulting Engineer/Architect to provide "record" drawings, unless Consulting Engineer/Architect has provided a floppy disk to City on which City can make changes. Consulting Engineer/Architect has the right to rely on the information provided by the City in preparing such documents, and shall have no independent duty to verify its accuracy.

**M. FEDERAL LOBBYING ACTIVITIES**

**(Only applies to projects receiving federal funds via the City)**

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City's Project Manager and should be returned to City with other final contract documents. It is the responsibility of Consulting Engineer/Architect to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

**N. COVENANT AGAINST CONTINGENT FEES**

Consulting Engineer/Architect warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer/Architect, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**O. COMPLIANCE WITH LAWS**

Consulting Engineer/Architect shall abide by applicable federal, state and local laws, ordinances and regulations applicable to the Engineering/Architectural Services or the Project at the time Services are rendered. Consulting Engineer/Architect shall secure occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

**P. TITLES, SUBHEADS AND CAPITALIZATION**

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**Q. SEVERABILITY CLAUSE**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**R. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed in triplicate this 26th day of August 2011.

Affinis Corporation

By:   
Authorized Signatory

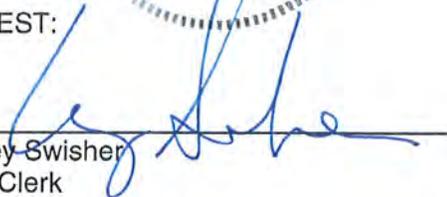
Michael P. McKenna  
Executive Vice President

CITY OF BASEHOR, KANSAS

  
Terry L. Hill  
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. 11

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**Topic:** Neighborhood Revitalization Plan No. 2

**Action Requested:**

Approve Resolution 2013-14 – Designating signatory authorization along with banks, savings and loan associations and savings banks which shall serve as depositories of its funds

**Narrative:**

pursuant to K.S.A. 9-1401, the Governing Body shall designate banks, savings and loan associations and savings banks which shall serve as depositories of its funds and whereas the Basehor City Council has, at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing instrument and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

**Presented by:** Lloyd Martley, Interim City Administrator  
Corey Swisher, Finance Director/City Clerk

**Administration Recommendation:** **Committee Recommendation:** N/A

**Attachments:** Resolution 2013-14

**Projector needed for this item?**

No

## RESOLUTION 2013-14

### **A RESOLUTION DESIGNATING FIRST STATE BANK & TRUST, CITIZENS SAVINGS & LOAN ASSOC. FSB AND COMMUNITY NATIONAL BANK AS DEPOSITORIES FOR THE CITY OF BASEHOR, KANSAS RESCINDING ANY AND ALL RESOLUTIONS IN CONFLICT HEREWITH.**

**WHEREAS**, pursuant to K.S.A. 9-1401, the Governing Body shall designate banks, savings and loan associations and savings banks which shall serve as depositories of its funds and whereas the Basehor City Council has, at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing instrument and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

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

**SECTION ONE:** First State Bank & Trust, Citizens Savings & Loan Assoc. FSB and Community National Bank are designated as depositories for the funds of this municipal corporation.

**SECTION TWO:** This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by these Financial Institutions.

**SECTION THREE:** All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this municipal corporation with these Financial Institutions prior to the adoption of this resolution are hereby ratified, approved and confirmed.

**SECTION FOUR:** Any of the persons named below, so long as they act in a representative capacity as agents of this municipal corporation, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with these Financial Institutions, concerning funds deposited in these Financial Institutions, moneys borrowed from this Financial Institution or any other business transacted by and between this municipal corporation and these Financial Institutions subject to any restrictions stated below.

**SECTION FIVE:** Any and all prior resolutions adopted by the City Council of this municipal corporation and certified to these Financial Institutions as governing the operation of this municipal corporation's account(s) are hereby rescinded.

**SECTION SIX:** This municipal corporation agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) if this municipal corporation, and authorizes the Financial Institutions named above, at any

time, to charge this municipal corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on these Financial Institutions, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimens in section 7 (or the facsimile signature specimens that this municipal corporation files with these Financial Institutions from time to time) and contain the required number of signatures for this purpose.

**SECTION SEVEN:** Authorized Representatives:

Name and Title	Signature	Facsimile Signature
A)Corey Swisher, Finance Director/ City Clerk	_____	_____
B)Kathy Renn, Asst. City Clerk	_____	_____
C)Lloyd Martley, Interim City Administrator/Police Chief	_____	_____

A, B, and C are authorized to endorse checks and orders for the payment of money and withdraw funds on deposit with these Financial Institutions. Further, A, B and C are authorized to open any deposit or checking account(s) in the name of this municipality.

**ADOPTED** by the City Council this 17th day of June, 2013.

**APPROVED** by the Mayor this 17th day of June 17, 2013.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney