

Agenda

Basehor City Council Work Session

December 2, 2013 7:00 p.m.
Basehor City Hall



1. City Park Concept Design
2. Sewer connection agreement with Earl Bryant Enterprises
3. Update City Limits

4. **City Administrator's Report**
5. **Council Members Report**
6. **Mayor's Report**
7. **Executive Session** (if needed)
8. **Adjournment**

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

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 1

Topic: Concept designs for City Park

Action Requested: Discuss and consider options presented by Ochsner Hare & Hare.

Narrative: Ochsner Hare & Hare has prepared concept A and concept B for the council to discuss pertaining to the expansion and development of our City Park. As part of our comprehensive plan survey City Park was designated as an area of the City citizens would like to see improved.

Presented by: Lloyd Martley, Interim City Administrator

Administration Recommendation: Discuss and agree on either concept A or B with any changes noted.

Committee Recommendation: N/A

Attachments: Concept A and Concept B

Projector needed for this item?

No



Approximate New
Parking Stalls - 95

Legend

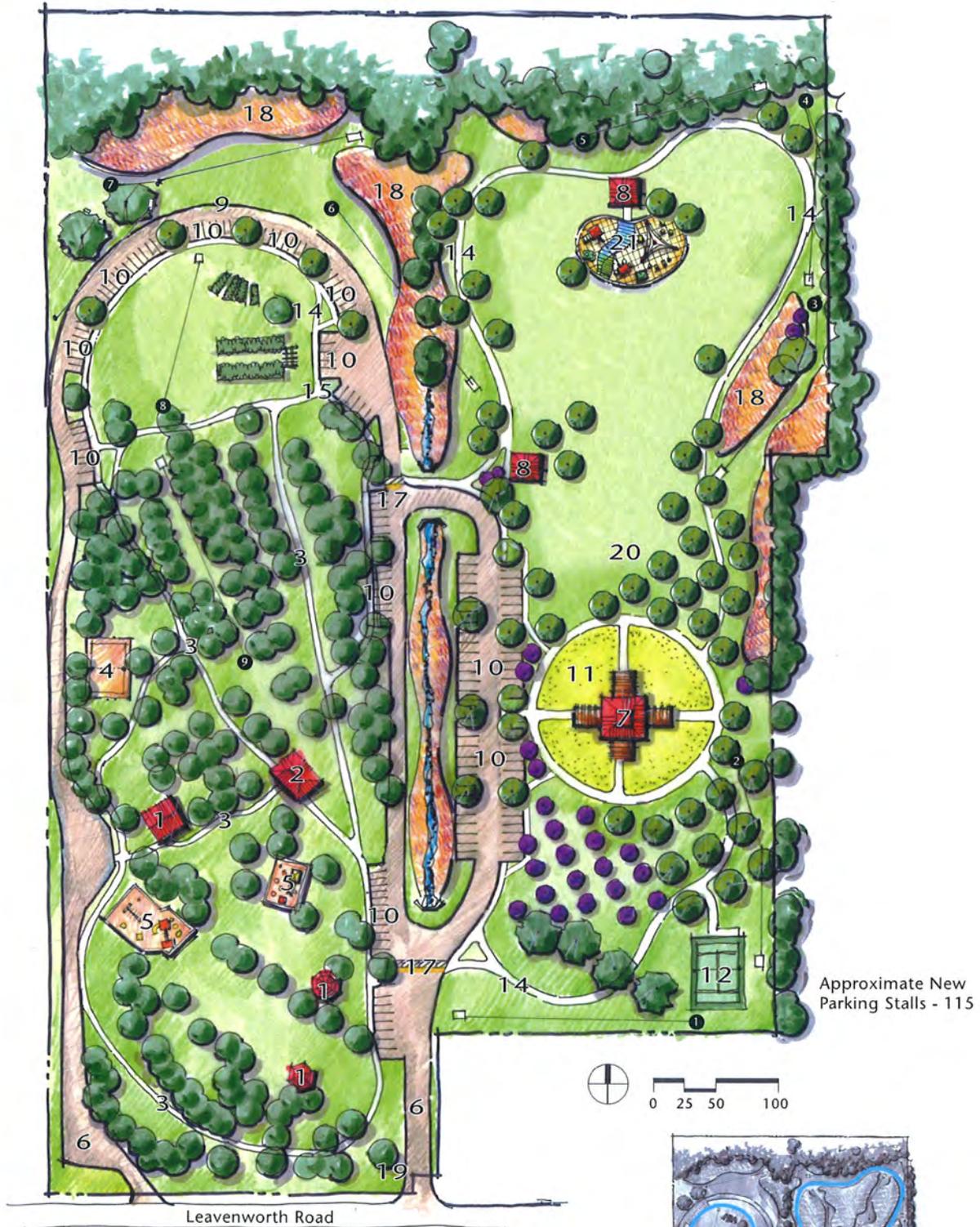
- | | |
|-----------------------------------|--------------------------------|
| 1. Existing Shelter | 11. Grand Lawn |
| 2. Existing Restroom | 12. Tennis |
| 3. Existing Trail (Widened to 6') | 13. Frisbee Golf (Hole #13) |
| 4. Existing Volleyball | 14. New 8' Wide Trail |
| 5. Existing Playground | 15. New Trail Connection |
| 6. Existing Road | 16. Pedestrian Bridge |
| 7. New Primary Shelter | 17. Pedestrian Road Crossing |
| 8. New Secondary Shelter | 18. Native/Prairie Plantings |
| 9. New Loop Road | 19. New Park Entrance Monument |
| 10. New Parking | 20. Bocce Ball/Croquet |

Basehor City Park - Concept A

City of Basehor, KS

November 19, 2013





Legend

- | | |
|-----------------------------------|--|
| 1. Existing Shelter | 11. Grand Lawn |
| 2. Existing Restroom | 12. Tennis |
| 3. Existing Trail (Widened to 6') | 13. Frisbee Golf (Hole #1) |
| 4. Existing Volleyball | 14. New 8' Wide Trail |
| 5. Existing Playground | 15. New Trail Connection |
| 6. Existing Road | 16. Pedestrian Bridge (Not on Concept B) |
| 7. New Primary Shelter | 17. Pedestrian Road Crossing |
| 8. New Secondary Shelter | 18. Native/Prairie Plantings |
| 9. New Loop Road | 19. New Park Entrance Monument |
| 10. New Parking | 20. Bocce Ball/Croquet |
| | 21. Children/Teen Play |

Basehor City Park - Concept B

City of Basehor, KS

November 19, 2013



City of Basehor
Agenda Item Cover Sheet

Agenda Item 2

Topic:

Grinder Pump Release Agreement

Action Requested:

Approve Resolution 2013-19 and approve Release Agreement

Narrative: The sewer system for the properties located at 15280 Briar Road failed requiring the installation of a grinder pump that will be connected to city sewer system. Once connected to the city sewer the landowner will release the city from any and all claims and demands of whatever nature for anything related to the new grinder pump.

Presented by:

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

Administration Recommendation:

Approve Resolution 2013-19 and Release Agreement

Committee Recommendation: N/A

Attachments:

Resolution 2013-19
Release Agreement

Projector needed for this item?

No

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is executed by the City of Basehor, Kansas (the "City") and Earl Bryant Enterprises (the "Landowner") on the ____ day of _____, 2013.

1. **Background.** The Landowner owns the property complex located at 15280 Briar Road, in the Briarwood Estates Subdivision in Basehor, Kansas (the "Property"). The commercial building located on the Property houses four separate units. The Property was annexed to the City on February 19, 2013. Accordingly, any installations of new sewer systems must meet the city code.

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

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

3. **Release.** The Landowner, its successors and assigns, expressly release the City from any and all claims and demands of whatever nature, actions and causes of action whether known in law or in equity, damages, costs, fees, expenses, loss of service, compensation and suits of any kind, whether known or unknown, that exist as of this date from or on account of or in any way growing out of which may be traced either directly or indirectly to the installation, maintenance, repair or replacement of the new sewer system, including all claims raised or that could have been raised, and all claims arising from any alleged misrepresentations, acts of deceit or arising from any act, omission, matter, event or occurrence occurring at any time through the date of this Agreement.

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

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

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

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

THE CITY OF BASEHOR, KANSAS

Mayor David K. Breuer

ATTEST

Katherine Renn, City Clerk

LANDOWNER

Earl Bryant Enterprises

By: _____

Date

Earl Bryant Enterprise

The city's sewer impact fee for this facility is calculated at the current structure size of

$110' \times 150' = 16,500 \text{ sq ft} \times .30 \text{ per sq ft} = \$4,950$

Monthly sewer billing would be set up for the following businesses but mail to 15280 Briar Rd:

- 15280 Briar Rd. Earl Bryant Enterprises
- 15302 Briar Rd Earl Bryant Enterprises/Simple Simon's
- 15306 Briar Rd Earl Bryant Enterprises/ Bar & Grill

City of Basehor
Agenda Item Cover Sheet

Agenda Item 3.

Topic:

Amend the Boundaries of the City due to the annexation of Lots 1, 2, 54, and 55 of Briarwood Estates West Subdivision.

Action Requested:

Consider amending the City boundaries per K.S.A 12-517.

Narrative:

In any year where the City has annexed, a boundary resolution is to be passed by the Governing Body per K.S.A 12-517. In 2013, the City annexed Lots 1, 2, 54, and 55 of Briarwood Estates West Subdivision. A resolution declaring the boundaries of the City will be presented on December 16th.

Presented by:

Mitch Pleak, City Engineer

Administration Recommendation:

Approve Boundary Resolution.

Committee Recommendation:

Attachments:

Projector needed for this item?

No