

Agenda

**Basehor City Council
Special Meeting
Basehor City Hall, July 7, 2014 6:55 p.m.**

1. Set Public Hearing date for 2015 Operating Budget



**Basehor City Council
Work Session
Basehor City Hall, July 7, 2014 7:00 p.m.**

1. 2015 Preliminary Budget Review Discussion
2. Amend 2014 Pay scale
3. City Park Brush Site Dump
4. Honey Creek Rezoning & Development Plan
5. Deffenbaugh Contract Renewal
6. City Campus Real Estate Purchase Agreement
7. Capital Improvement Discussion
8. Executive Session (If Needed)



NOTICE OF SPECIAL MEETING

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

You are hereby notified that I have called and do hereby call a special meeting of the Governing Body of the City of Basehor, Kansas, to be held at Basehor City Hall, 2620 North 155th Street, Basehor, Kansas 66007 on July 7, 2014, at 6:55 p.m., for the purpose of:

1. Set a Public Hearing Date for the 2015, City of Basehor Operating Budget.

DATED: June 30, 2014

A handwritten signature in black ink that reads 'David K. Breuer'.

David K. Breuer, Mayor

CONSENT TO MEETING

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

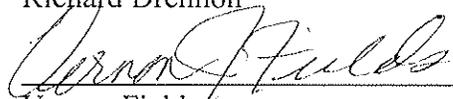
DATED: June 30, 2014



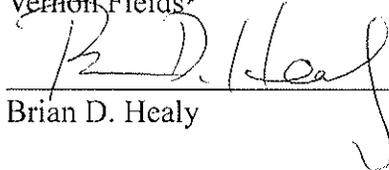
Travis Miles, City Council President



Richard Drennon



Vernon Fields

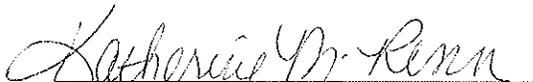


Brian D. Healy

Ty Garver



Attest/Seal:



Katherine M. Renn, City Clerk

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 1

Topic: 2015 Budget Review Discussion

Action Requested: Review any changes or amendments to prior presented 2015 budget

Narrative: At the council retreat the proposed 2015 budget was presented to council. The budget review process is to advise council of any changes that have been made since the original proposed budget was presented. The only change at this time was an adjustment to the fleet schedule for a public works truck purchase next year. We received our valuations from the county and they were slightly up from last year. It is our goal to keep our mill levy flat this year.

Presented by: Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: N/A

Committee Recommendation: N/A

Attachments: None

Projector needed for this item?

No

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 2

Topic: Wage plan adjustment

Action Requested: Approved adjusted wage plan for Seasonal PT Employment

Narrative: Council approved the current 2014 wage plan in February 2014. We are asking to adjust the Part Time Seasonal Employment minimum level from \$10.58 to \$8.75 per hour. Kansas minimum wage is currently at \$7.25 so we would be \$1.50 above the minimum rate. This employee typically will only mow grass and weed eat city property. These employees are usually high school student who only work through the summer months when school is out.

Presented by: Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: Approve wage plan lowering the minimum starting wage for part time seasonal help.

Committee Recommendation: N/A

Attachments: Current wage plan and revised wage plan

Projector needed for this item?

No

Pay Scale

Range	Title	Step 1 Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 Maximum
1	Mayor	\$15,600.00						\$15,600.00
	Council Members	\$7,800.00						\$7,800.00
	Assistant City Admin.	\$7,650.00						\$7,650.00
2	Seasonal employment (PT)	\$10.58	\$11.22	\$11.91	\$12.27	\$13.40	\$13.80	\$15.54
	Maintenance Worker	\$12.48	\$13.24	\$14.05	\$14.47	\$15.81	\$16.28	\$17.28
3	Wastewater Operator I							
	Police/Court Clerk	\$13.88	\$14.73	\$15.62	\$16.09	\$17.58	\$18.65	\$19.79
4	Administrative Asst.							
	Animal Control Officer							
5	Police Officer II (0 to 5 years)							
	Asst. City Clerk/Utility Billing	\$17.03	\$18.07	\$19.17	\$19.74	\$21.57	\$22.89	\$24.28
	Wastewater Operator II							
	Maintenance Worker Supvr.							
6	Police Officer III (5 years and up)							
	Accounting Clerk	\$18.90	\$20.05	\$21.27	\$23.24	\$23.94	\$25.40	\$26.95
	Wastewater Operator Supvr.							
	Building/Code Inspector							
7	Police Sergeant	\$23.06	\$24.46	\$25.95	\$27.53	\$29.21	\$30.99	\$32.88
	Lieutenant/Detective							
8	City Clerk	\$26.39	\$28.00	\$29.70	\$31.51	\$33.43	\$35.47	\$37.63
	City Treasurer	\$20.50	\$21.75	\$23.07	\$24.48	\$25.97	\$27.55	\$29.23
9	City Engineer	\$32.76	\$34.76	\$36.87	\$39.12	\$41.50	\$44.03	\$46.71
	Chief of Police	\$32.19	\$34.15	\$36.23	\$38.44	\$40.78	\$43.26	\$45.90
11	City Superintendent	\$33.19	\$35.21	\$37.36	\$39.63	\$42.04	\$44.60	\$47.32
	City Administrator	Contract						

Approved and adopted by Council

David K. Breuer, Mayor

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1	Mayor	\$15,600.00						\$15,600.00
	Council Members	\$7,800.00						\$7,800.00
	Assistant City Admin.	\$7,650.00						\$7,650.00
2	Seasonal employment (PT)	\$8.75	\$9.28	\$9.85	\$10.14	\$11.08	\$11.76	\$12.85
	Maintenance Worker	\$12.48	\$13.24	\$14.05	\$14.47	\$15.81	\$16.77	\$18.33
3	Wastewater Operator I							
	Police/Court Clerk	\$13.88	\$14.73	\$15.62	\$16.09	\$17.58	\$18.65	\$19.79
4	Administrative Asst.							
	Animal Control Officer							
5	Police Officer II (0 to 5 years)							
	Asst. City Clerk/Utility Billing	\$17.03	\$18.07	\$19.17	\$19.74	\$21.57	\$22.89	\$24.28
	Wastewater Operator II							
	Maintenance Worker Supvr.							
	Police Officer III (5 years and up)							
6	Accounting Clerk	\$18.90	\$20.05	\$21.27	\$22.57	\$23.94	\$25.40	\$26.95
	Wastewater Operator Supvr.							
	Building/Code Inspector							
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	Chief of Police	\$32.19	\$34.15	\$36.23	\$38.44	\$40.78	\$43.26	\$45.90
11	City Superintendent	\$33.19	\$35.21	\$37.36	\$39.63	\$42.04	\$44.60	\$47.32
	City Administrator	Contract						

Approved and adopted by Council

David K. Breuer, Mayor

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 3

Topic: City Park Brush Site Dump

Action Requested: Consider changing procedures for dumping

Narrative: See attached memo

Presented by: Gene Myracle, City Superintendent

Administration Recommendation: Change procedures as presented.

Committee Recommendation: N/A

Attachments: Memo

Projector needed for this item?

No

MEMO

Date: July 7, 2014

To: Mayor and Governing Body

From: Gene Myracle Jr., City Superintendent, Lloyd Martley

RE: City Park Brush Dump

Years ago a program was established allowing “Basehor” residents the opportunity of dumping yard waste and tree branches at a designated location in the City Park. This opportunity was created so the community could clean up their property and prevent city staff from having to send out code violation letters.

Up until recently the system has worked. However, the community has out grown the dump site and the word has gotten out about free dumping in our city. This has drawn numerous residents/businesses outside the City of Basehor to bring in loads of debris and various other items to dump in our park.

Recently we passed an ordinance for additional signage (bold letters and colors) with the regulations, procedures and fines for illegal dumping. The police have been patrolling the park more frequently but illegal dumping is still occurring on a regular basis.

In the past 2 months we have had to push the brush pile out of the parking lot 5 times. We have also had to haul off old decking lumber full of nails, concrete, bricks, tree stumps w/root ball, bags of household carpet, plastic trash bags full of grass and many other items.

We are requesting that the Council close the current dump site at City Park effective January 1, 2015. As an alternative to the closing of the current dump site the city will allow on the first Saturday of every other month for Basehor residents to bring brush and rubble to the waste water treatment facility from 8:00 am to 12:00 pm. Twice a year, once in the spring and once in the fall the city will hold a city wide clean up where Basehor residents will be allowed to drop off items at the waste water treatment facility from 8:00 am to 2:00 pm. In the event of a major storm or other circumstances that would be cause for excessive tree clean up arrangements will be made with the City Superintendent to make the waste water facility available. Staff will be on site during all designated drop off times.

With the proposed improvements to the city park, we feel it is time to close the dump site, clean it all up, and start planning for the future park amenities.

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 4

Topic: Honeycreek Farms North – Request for approval of a zoning change from CP-2- General Business District to PR- Planned Residential District and Preliminary Development Plan – Located within Honeycreek Farms Plat – South of US-24/40 between 170th Street and 166th Street.

Action Requested: Consider Planning Commission recommendation to approve Honeycreek Farms North – request for approval of a zoning change CP-2- General Business District to PR- Planned Residential District and Preliminary Development Plan, with seven (7) stipulations.

Narrative:

Honeycreek Farms development was originally zoned in 2003 and included approximately 48 acres of Planned Residential District and 24 acres (excluding right-of-way) of General Business District. The existing Planned Residential District contains 83 single-family lots and 14 two-family lots (28 units). The existing General Business district contains 22 vacant commercial lots. Silver Lake Bank, owner of the lots zoned General Business District, has requested a zoning change for 20 lots or 26 acres (including right-of-way). The zoning change request is from General Business District to Planned Residential District. Per the Basehor Zoning Ordinance, a preliminary development plan shall be approved concurrently with any zoning amendment request to Planned Residential. The proposed preliminary development plan proposes 7 single-family homes, 19 two-family (38 units), and 120 multi-family units.

The Planning Commission considered the application at a public hearing on June 3, 2014. After conducting the public hearing, the Planning Commission made a motion for recommendation of approval to the Governing Body with seven (7) stipulations.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:

Consider Planning Commission recommendation to approve Honeycreek Farms North – request for approval of a zoning change CP-2- General Business District to PR- Planned Residential District and Preliminary Development Plan, with seven (7) stipulations stated in the staff report.

Committee Recommendation:

Attachments:

Staff Report (9 pages)
Proposed Preliminary Development Plan (3 pages)
Existing Development Plan (1 page)
Existing Plat (1 page)
CP-2- General Business District Permitted Uses (4 pages)

PR- Planned Residential District Permitted Uses (3 pages)

Public Hearing Publication (1 page)

Application (6 pages)

Projector needed for this item? No

HONEYCREEK FARMS NORTH – REQUEST FOR APPROVAL OF A ZONING CHANGE FROM CP-2- GENERAL BUSINESS DISTRICT TO PR- PLANNED RESIDENTIAL DISTRICT AND PRELIMINARY DEVELOPMENT PLAN - Located within Honeycreek Farms Plat - South of US-24/40 between 170th Street and 166th Street.

MEETING DATE: July 7, 2014
REPORT WRITTEN: June 27, 2014

STAFF RECOMMENDATION:

Consider Planning Commission recommendation to approve Honeycreek Farms North – request for approval of a zoning change “CP-2” to “PR” and Preliminary Development Plan, with seven (7) stipulations stated in the staff report.

APPLICANT:

- The applicant/owner is Silver Lake Bank.
- The engineer is Landplan Engineering.

REQUEST:

- The applicant is requesting approval to rezone 26 acres (including right-of-way) from “CP-2” General Business District to “P-R” Planned Residential District and Preliminary Development Plan to allow a mix of single family homes, townhomes and multifamily units.

ZONING:

- The property is currently zoned “CP-2” General Business District.

COMPREHENSIVE PLAN/FUTURE LAND USE MAP:

- The Comprehensive Plan designates this property as “CP-2” General Business District.

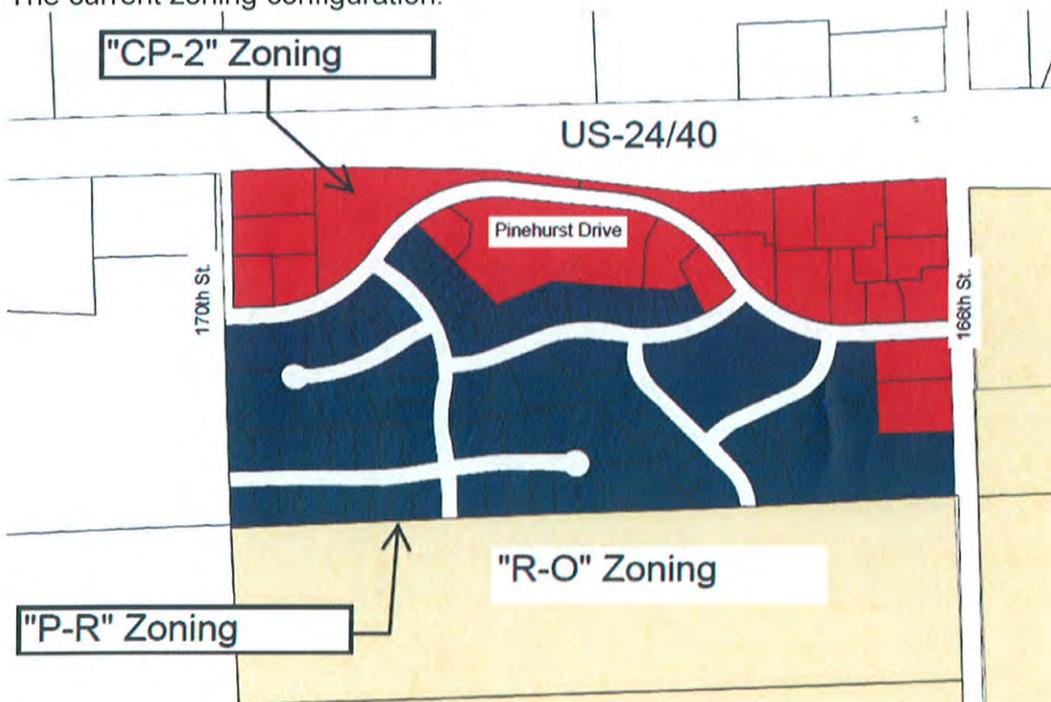
SURROUNDING ZONING:

- North The north property line abuts US-24/40. North of US-24/40 is zoned “RR-2.5” County Rural – Agricultural and Residential (2.5 acre minimum lots).
- South “R-O” Suburban Residential (1.0 acre minimum lots).
- East “R-O” Suburban Residential (1.0 acre minimum lots).
- West “PUD” County Planned Unit Development and “RR-2.5” County Rural – Agricultural and residential (2.5 acre minimum lots).

BACKGROUND:

Honeycreek Farms development was originally zoned in October of 2003 (Ordinance 426 and 427). The development contains approximately 48 acres of “P-R” Planned Residential District and 24 acres (excluding right-of-way) of “CP-2” General Business District. The “P-R” Planned Residential District contains 83 single-family lots and 14 two-family lots (28 units). The “CP-2” General Business District contains 22 commercial lots.

The current zoning configuration:



Currently, the “CP-2” General Business District property within Honeycreek Farms is vacant. The subject property generally slopes to the east, toward Hog Creek on the east side of 166th St. The subject property abuts US-24/40, Pinehurst Drive, 170th St., and 166th St.

REZONING:

According to Article 18, Section 8 of the Basehor Zoning Ordinance, the factors to be used in determining approval or denial of an application for rezoning are as follows:

- **CHARACTER OF THE IMMEDIATE AREA** – The general character of the area outside of Honeycreek Farms is rural residential and agricultural. Honeycreek Farms consists of single-family homes, townhomes (2-plex), and vacant commercial lots. US-24/40 abuts the north side of Honeycreek Farms.
- **THE ZONING AND USES OF THE PROPERTY NEARBY** – The properties to the north are within the County and zoned “RR-2.5” Rural Residential (2.5 acre). The properties to the east are within the City and zoned “R-0” Suburban Residential. The properties to the south are within the City and zoned “P-R” Planned Residential. The properties to the west are within the County and zoned “PUD” Planned Unit Development/”RR-2.5” Rural Residential (2.5 acre). The Planned Unit Development towards the west is scheduled for single-family homes.
- **THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED** – The property was zoned “CP-2” General Business District in 2003 as part of the Honeycreek Farms development. Areas surrounding the development have not been developed to date. Both Commercial and “P-R” Planned

Residential uses can be considered suitable given the surrounding zoning and location of US-24/40.

- **THE EXTENT TO WHICH REMOVAL OF THE PRESENT ZONING WILL DETRIMENTALLY AFFECT NEARBY PROPERTY** – Rezoning the property from “CP-2” General Business District to “P-R” Planned Residential District is generally positive due to the abutting property being “P-R” Planned Residential District. “P-R” Planned Residential District is more restrictive than “CP-2” General Business District, and the allowed uses will have less of an impact, even though several different dwelling types are allowed.
- **THE LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED** – The property has been vacant since it was platted in 2003.
- **THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER’S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS** – Denial of the request would not destroy the value of the petitioner’s property as it could continue to be marketed for a variety of commercial uses allowed under the current commercial zoning classification. However, approval of the request would not impose a hardship on the individual landowners when compared to the current zoning, and instead may have a beneficial impact on the individual landowners.
- **THE CONFORMANCE OF THE REQUESTED REZONING TO THE DULY ADOPTED COMPREHENSIVE PLAN** – The Comprehensive Plan’s future land use map identifies the subject property as “CP-2” General Business District.

The Comprehensive Plan states:

Planned Residential Districts shall contain a minimum 40 acres of land.

Planned Residential Districts shall contain a minimum of three (3) dwelling unit types (minimum ten percent (10% of the overall housing units to count). The different dwelling units include the following:

1. *Multi-family dwelling containing more than 4 units per building;*
2. *Single-family detached dwellings;*
3. *Single-family units served by alleys;*
4. *Two-family dwellings;*
5. *Triplexes, or four-plexes;*
6. *Assisted living;*
7. *Elderly housing.*

The existing development plan includes 83 single-family units, 28 two-family units, and 22 commercial lots. 33% of Honeycreek Farms Plat is currently commercial property.

With the proposed change Honeycreek Farms would include 90 single-family units, 66 two-family units, 120 multi-family units, and 2 commercial lots (2.22 acres) zoned "CP-2". The application would meet the dwelling unit requirements defined in the Comprehensive Plan.

PRELIMINARY DEVELOPMENT PLAN:

- Article 7, Section 5 of the Basehor Zoning Ordinance states that: *the purpose of the Planned Residential District is intended to provide for elements of flexibility in design, placement, arrangement, bulk, and other consideration; to provide a framework within which the buildings and uses in the planned district may be interrelated and compatible with the residential character of these developments areas and adjacent developments; and to maintain the desired overall intensity, efficiency in the provision of public facilities and services, and to provide protection for existing development while allowing new construction in accordance with current development and performance standards and density objectives.*
- The following is provided within the preliminary development plan:
 - 7 single-family homes located at the northwest side of the development. The proposed single-family homes abut existing single-family homes towards the south, County Rural Residential towards the west, and US-24/40 towards the north.
 - 19 Two-Family homes (38 units) are located at the north center of the development. The proposed Two-Family homes abut existing Two-Family homes toward the south and west, proposed Multi-Family towards the east, and US-24/40 towards the north.
 - 120 Multi-Family units are located at the northeast corner of the development. The proposed Multi-Family abuts the proposed Two-Family units and existing Single-Family homes towards the west and south, US-24/40 towards the north, rural residential towards the east, and vacant commercial property/single-family towards the south.
 - The extension of 169th Street to locate the proposed Single-Family homes.
 - Proposed Silver Circle Street to locate the proposed Two-Family homes.
 - 5' sidewalks proposed:
 - Pinehurst Drive.
 - 169th Street.
 - Silver Circle.
 - Decorative Fence along US-24/40.
 - Clubhouse and swimming pool for the Multi-Family development.

Density:

- There are 7 single-family homes on 4.89 acres which provides a density of 1.43 dwelling units/acre. A comparable density is "R-1" Single-Family Residential District with a density maximum of 3.5 dwelling units per acre.
- There are 19 townhomes (2-plex) (or 38 dwelling units) on 5.24 acres which provides a density of 7.25 dwelling units/acre. A comparable density is "R-2" Two-Family Residential district with a density maximum of 7 dwelling units per acre.
- There are 120 multi-family units on 10.20 acres which provides a density of 11.77 dwelling units/acre (15 buildings). A comparable density is "R-3" Multi-Family Residential District with a density maximum of 12 dwelling units per acre.

Bulk Regulations:

- The following table outlines the required bulk regulations per Article 7, Section 5 (c) of the Basehor Zoning Ordinance and what is provided with the application:

Criteria	Required	Provided
Front Setback Single-Family	35'	25'*
Front Setback Two-Family	35'	25'*
Front Setback Multi-Family	35'	35'
Side Setback Single-Family	12'	10'**
Side Setback Two-Family	12'	10'**
Side Setback Multi-Family	12'	25'
Rear Setback Single-Family	30'	30'
Rear Setback Two-Family	30'	30'
Rear Setback Multi-Family	30'	30'
Minimum District Size	2 Acres	26.1 Acres
Minimum Open Space %	25%	25%
Height Limit Single-Family	35'	29'
Height Limit Multi-Family	50'	32'

*A modification is requested as part of this application to reduce the front setback from 35' to 25' in coordination with the remaining development.

**A modification is requested as part of this application to reduce the side setback from 12' to 10' in coordination with the remaining development.

The yard regulations are proposed to be modified in accordance with Article 7, Section 5 (c) of the Basehor Zoning Ordinance.

Traffic:

- A traffic impact study was provided with the application. The study compared the development with no changes and with the proposed development plan. The study identifies the site-generated trips would significantly be reduced (65% during morning peak-hour and 80% during afternoon peak-hour) due to the property changing from commercial to planned residential. The study recommends:
 - The construction of a northbound right-turn lane on 166th Street at US-24/40.
 - Lengthening the existing westbound left-turn lane on US-24/40 at 166th Street.
 - Due to the reduction in site-generated trips, connection to 171st Street is not necessary in order for the revised development to function efficiently. Therefore, no improvements to the intersection of 171st Street and US-24/40 are recommended as the result of this development.
 - The construction of a northbound right-turn lane on 166th Street and lengthening the existing westbound left-turn lane on US-24/40 at 166th Street will alleviate the need for the installation of a traffic signal at 166th Street. The need for a signal, however, should be examined periodically as US-24/40 traffic corridor grows.

- Plans for the improvements to US-24/40 and 166th Street will be part of the Final Plat approval process and incoordination with KDOT.

Parking:

- Per Article 7, Section 5 (e) of the Basehor Zoning Ordinance, 2 off-street parking spaces shall be provided on the premises for each dwelling unit. The application provides 2 off-street parking spaces on the premises for each dwelling unit.

Signage:

- The applicant is proposing one monument sign for the Multi-Family development. The proposed sign is six (6) feet in height and sixty (60) square feet. The sign will be located at the entrance of Multi-Family development. The text consists of “The Reserve at Honeycreek Farms”. Per Article 8, Section 9 (6.2) of the Basehor Zoning Ordinance, one (1) monument sign shall be allowed per subdivision entrance. The sign shall not exceed six (6) feet in height and sixty (60) square feet.
- There is an existing subdivision sign located at 166th and Pinhurst Drive. There are no proposed changes to the existing sign.

Landscaping:

- The following table outlines the required landscaping per Article 21, Section 6 of the Basehor Zoning Ordinance and what is provided with the application:

Criteria	Required	Provided
Base Trees (16 trees per acre of usable open space)	105	111
Street Trees (1 every 50')	147	147
US 24/40 Street Trees (1 every 25')	106	107

Usable Open Space:

- 25% of the site shall be maintained as usable open space per Article 7, Section 5 (c) of the Basehor Zoning Ordinance. The application encompasses 26.08 acres and reports 6.80 acres or 25% of usable open space is provided.
- Article 6 of the Basehor Zoning Ordinance defines usable open space as: *Usable open space is land which is free of buildings, structures and other substantial improvements. The following examples are listed by way of illustration to indicate what may be counted as usable open with this definition: (1) outdoor swimming pool, swimming pool areas, hard surfaced recreation areas, and other recreation areas, provided these areas are not enclosed except for fences, canopies, bath houses, or other minor structures; (2) driveways that do not serve three or more parking spaces; (3) recreational facilities with ready access on flat roofs; (4) a maximum of one-half of the open space requirement may be satisfied by that portion of public or private right-of-way adjacent to the site and which at the ultimate expected pavement width for the classification of street will remain unpaved; (5) enclosed open space areas in shopping malls, including walkways.*

The following are examples of what may not be counted as usable open space: (1) roofs; (2) open parking areas; (3) parking structures; (4) slopes in excess of fifty percent (50%).

- It is Staff's opinion the location north of Pinehurst Drive between the east lot line of Lot 13 of Block 2 to 100 feet east of the west lot line of Lot 20 of Block 2 should not be counted as usable open space. The area is approximately 0.45 acres. However, the application did not include public right-of-way adjacent to the site that is not paved, which includes approximately 1.11 acres, and as a result, the application meets the open space requirements.

Drainage:

- The subdivision has an existing stormwater detention facility located at the southeast corner of the subdivision which included capacity for the commercial lots. Stormwater analysis report and design will be submitted with the final development plan.

Elevations:

- Preliminary elevations have been provided with the preliminary development plan. Final elevations will be provided with the final development plan application. Elevations shall be in accordance with Article 8, Section 8 of the Baschor Zoning Ordinance.
- Multi-Family
 - Three building forms are provided.
 - Each building side shall display 40 percent masonry materials as required.
 - Each building has an approximate height of 32 feet.
 - Clubhouse elevations will be submitted with the final development plan.
- Two-Family
 - Three building forms are provided.
 - Each building side shall display 40 percent masonry materials as required.
 - Each building has an approximate height of 29 feet.
 - A deviation is requested as part of this application to increase the allowed 9 feet garage door width and the allowed garage door length compared to the total length of the building front. The deviations are proposed in accordance with Article 8, Section 8 (3.2.2) of the Baschor Zoning Ordinance.
- Single-Family
 - No elevations are provided with the preliminary development plan, and not required under Article 8, Section 8 of the Baschor Zoning Ordinance.

Lighting:

- Location, number, and direction of illumination and intensity of all exterior lighting fixtures shall submitted with the final development plan.

Park Fees:

- The developer will be required to pay \$200 per residential unit for park fees, as required by the City's Subdivision Regulations. The total park fees associated with the development will be approximately \$33,000.

Transportation Excise Tax:

- May 10, 2004, Honeycreek Farms Subdivision plat and subdivision improvement agreement was approved by City Council. Per the subdivision improvement agreement, the total transportation excise tax due for the commercial zoned property within the plat was \$90,953.28 (23.2 acres excluding 4.81 acres of right of way and 43.82 acres of residential). \$90,953.28 was paid to the City on July 1, 2004.
- Transportation excise tax is collected at the final plat approval. At the time of final platting for the current application, staff will compare the all ready paid transportation excise tax to the proposed plat.
- Per Ordinance 387, payments previously made for the same land as part of a final plat shall be credited.

STAFF RECOMMENDATION:

Staff recommends approval of the application, with the following stipulations:

1. Prior to the issuance of a building permit for any buildings on the site, improvements to the intersection of 166th Street and US 24/40 shall be constructed. All improvements shall be approved by the City and Kansas Department of Transportation.
2. Prior to the issuance of a building permit for any buildings on the site, all public sidewalks within the development plan shall be constructed.
3. Prior to the issuance of a building permit for any buildings on the site, a final development plan shall be approved by the Planning Commission and City Council.
4. Prior to the issuance of building permit for any buildings the site, the property shall be preliminary and final platted, and the final plat recorded with the Leavenworth County Register of Deeds.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission considered this application at a public hearing on June 3, 2014. After conducting the public hearing, the Planning Commission made a motion for recommendation of approval to the Governing Body with the following stipulations:

1. Prior to the issuance of a building permit for any buildings on the site, improvements to the intersection of 166th Street and US 24/40 shall be constructed. All improvements shall be approved by the City and Kansas Department of Transportation.
2. Prior to the issuance of a building permit for any buildings on the site, all public sidewalks within the development plan shall be constructed.
3. Prior to the issuance of a building permit for any buildings on the site, a final development plan shall be approved by the Planning Commission and City Council.
4. Prior to the issuance of a building permit for any buildings on the site, the property shall be preliminary and final platted, and the final plat recorded with the Leavenworth County Register of Deeds.
5. The side yard setbacks within the preliminary development plan shall be twelve (12) feet.
6. The multifamily units within the preliminary development plan shall be reduced.
7. Prior to the issuance of a building permit for any buildings on the site, the right-in and out at 170th Street and US 24/40 shall be constructed.

The motion with the seven (7) stipulations was seconded. The Planning Commission then held discussion of the motion, including a discussion of whether the rezoning was contingent on the stipulations. However, the motion was not amended to reflect the contingency of the rezoning, and was approved (5-0).

Kansas Department of Transportation (KDOT) has been contacted regarding the stipulations to construct 170th Street right-in and out. To meet the stipulation, KDOT will need to allow the applicant to construct the improvements at 170th Street. Currently, KDOT is reviewing the improvement to 170th Street with in coordination with the US-24/40 Corridor Management Plan.

PROTEST PETITION: K.S.A. Section 12-757 and Article 18.13 of the Basehor Zoning Ordinance allow for a protest against any zoning amendment. A protest petition shall be submitted to the City within 14 days after the date of the conclusion of the public hearing. The protest petition must be signed by the owners of property representing 20% of the total area, excepting public streets or ways, located within 200 feet from the boundaries of the property proposed to be rezoned. The submittal of a valid protest petition requires the zoning amendment to be approved by at least a three-fourths (3/4) majority vote of all the members of the City Council (4 of 5 members; the mayor can cast the deciding vote).

A valid protest petition representing 24.25% of the protest area was filed with the City on June 16, 2014.

"CP-2" Permitted Uses Per Appendix A of the Basehor Zoning Ordinance.

CP-2 GENERAL BUSINESS PERMITTED USES	CP-2 GENERAL BUSINESS CONDITIONALLY PERMITTED USES
<ol style="list-style-type: none"> 1. ACCOUNTING and BOOKKEEPING SERVICES 2. ADVERTISING SERVICES 3. AIR CONDITIONING, REFRIGERATION EQUIP. and SUPPLIES - WHOLESALE 4. ALCOHOLIC BEVERAGES - WHOLESALE 5. AMPHITHEATERS 6. ANTIQUES - RETAIL 7. APPLIANCES --RETAIL and WHOLESALE 8. APPLIANCE REPAIR SERVICES 9. ARCADES 10. ARMED FORCES RESERVE CENTERS 11. AUDITORIUMS and EXHIBITION HALLS 12. AUTOMOBILE REPAIR SERVICES 13. AUTOMOBILE and TRUCK RENTAL 14. AUTOMOBILE PARTS - RETAIL 15. BAIT SHOPS 16. BANKING SERVICES 17. BARBER and BEAUTY SERVICES 18. BOOKS and NEWSPAPER DISTRIBUTING - WHOLESALE 19. BOWLING 20. BUILDING CONSTRUCTION CONTRACTORS 21. BUSINESS CONSULTING SERVICES 22. BUSINESS OFFICES NOT ELSEWHERE LISTED 23. BUSINESS ASSOCIATIONS 	<ol style="list-style-type: none"> 1. ADULT ENTERTAINMENT BUSINESSES 2. AMUSEMENT PARKS 3. ART GALLERIES 4. ARTIST STUDIOS 5. BAKERIES - RETAIL 6. BOOKS - RETAIL 7. BUS GARAGE and MAINTENANCE 8. CONFECTIONERY - RETAIL 9. CIGARETTES and CIGARS - RETAIL 10. DAIRY PRODUCTS - RETAIL 11. DRUG STORES 12. EXTERMINATING SERVICES 13. CARPET CLEANING and REPAIR 14. FISH and SEAFOOD - RETAIL 15. FLORISTS - RETAIL 16. GIFTS and NOVELTIES - RETAIL 17. GROCERIES and MEAT - RETAIL 18. HARDWARE and FARM SUPPLIES - RETAIL 19. HOBBY SUPPLIES - RETAIL 20. ICE - MANUFACTURING 21. LIQUOR - RETAIL 22. MAGAZINES and NEWSPAPERS - RETAIL 23. MOTOR VEHICLES and EQUIP. - RETAIL 24. PETS and PET GROOMING 25. PRODUCE - RETAIL 26. RACE TRACKS 27. WATER STORAGE FACILITIES

CP-2 GENERAL BUSINESS PERMITTED USES	CP-2 GENERAL BUSINESS PERMITTED USES
24. BUS TERMINALS	47. FARMERS MARKET
25. CAR WASH	48. FOOD LOCKERS and REFRIGERATED STORAGE
26. CEMETERIES and MAUSOLEUMS	49. FREIGHT TERMINALS
27. CHURCHES, SYNAGOGUES, and TEMPLES	50. FUNERAL and CREMATORY SERVICES
28. CIVIC, SOCIAL and FRATERNAL ASSOCIATIONS	51. FURNITURE - RETAIL
29. COMMERCIAL and INDUSTRIAL EQUIP. - WHOLESALE	52. FURNITURE REPAIR and UPHOLSTERY SERVICES
30. CONSTRUCTION EQUIP. - RETAIL	53. FUR REPAIR and STORAGE
31. COUNTRY and ATHLETIC CLUBS	54. GARDEN and NURSERY - RETAIL
32. CREDIT and COLLECTION SERVICES	55. GASOLINE STATIONS - RETAIL
33. DEPARTMENT STORES - RETAIL	56. GOLF COURSES
34. DETECTIVE SERVICES	57. GOLF DRIVING RANGES
35. DISCOUNT STORES - RETAIL	58. GREENHOUSES
36. DRUGS and SUNDRIES - WHOLESALE	59. HARDWARE - WHOLESALE
37. DRY GOODS - RETAIL and WHOLESALE	60. HEALTH SPAS
38. DUPLICATING and MAILING SERVICES	61. HVAC EQUIP. and SUPPLIES - RETAIL
39. ELECTRICAL REPAIR SERVICES (except radio and tv)	62. HOME FURNISHINGS - WHOLESALE
40. ELECTRICAL SUPPLIES - RETAIL	63. ICE - RETAIL
41. ELECTRONIC PARTS - WHOLESALE	64. INSURANCE SERVICES
42. EMPLOYMENT SERVICES	65. INVESTMENT SERVICES
43. ENGINEERING and ARCHITECTURAL SERVICES	66. JANITORIAL SERVICES
44. EQUIPMENT and SUPPLIES FOR SERVICE ESTABLISHMENTS - WHOLESALE	67. LANDSCAPE SERVICES
45. EQUIPMENT RENTAL and LEASING SERVICES	68. LAPIDARY WORK
46. FARM MACHINERY - RETAIL	69. LAUNDERING SERVICES
	70. LAWN CARE SERVICES
	71. LEGAL SERVICES

CP-2 GENERAL BUSINESS PERMITTED USES	CP-2 GENERAL BUSINESS PERMITTED USES
<p>72. LUMBER YARDS - RETAIL</p> <p>73. MAIL ORDER – RETAIL</p> <p>74. MASSAGE SERVICES</p> <p>75. MEDICAL and DENTAL LABORATORIES</p> <p>76. MOBILE HOMES and ACCESSORIES - RETAIL</p> <p>77. MONUMENTS - RETAIL</p> <p>78. MOTELS, HOTELS, and TOURIST COURTS</p> <p>79. MOVIE DISTRIBUTION SERVICES</p> <p>80. MOTOR FREIGHT GARAGING and MAINTENANCE</p> <p>81. MUSEUMS</p> <p>82. NEWS SERVICES</p> <p>83. NURSERY PLANTS - RETAIL</p> <p>84. OUTDOOR ADVERTISING SERVICES</p> <p>85. PAINT and WALLPAPER - RETAIL</p> <p>86. PAPER and PRODUCTS - WHOLESALE</p> <p>87. PARKS and PLAYGROUNDS, PUBLIC</p> <p>88. PHOTOCOPYING and BLUEPRINTING SERVICES</p> <p>89. PRIVATE CLUBS</p> <p>90. PROFESSIONAL EQUIPMENT and SUPPLIES - WHOLESALE</p> <p>91. PROFESSIONAL OFFICES NOT ELSEWHERE LISTED</p> <p>92. REAL ESTATE and ABSTRACTING SERVICES</p> <p>93. RESEARCH and TESTING SERVICES</p>	<p>94. RESTAURANTS</p> <p>95. RADIO and TV STUDIOS</p> <p>96. RESTAURANTS, DRIVE-IN</p> <p>97. ROAD and UTILITY MAINTENANCE YARDS</p> <p>98. SCHOOLS - ART, MUSIC, DANCE</p> <p>99. SCHOOLS, PRIMARY and SECONDARY</p> <p>100. SCHOOLS, BUSINESS</p> <p>101. SCHOOLS, TRADE and VOCATIONAL</p> <p>102. SCHOOLS, COLLEGES</p> <p>103. SECURITY and COMMODITY BROKERS</p> <p>104. SKATING RINKS</p> <p>105. SOCIAL, CORRECTIONAL, TREATMENT, and COUNSELING SERVICES</p> <p>106. SPORTING GOODS – RETAIL</p> <p>107. STADIUMS</p> <p>108. STUDIOS - RADIO and TV</p> <p>109. TAVERNS</p> <p>110. TAXI DISPATCH and MAINTENANCE</p> <p>111. TELE-COMMUNICATIONS EXCHANGE STATIONS</p> <p>112. TELE-COMMUNICATIONS RELAY TOWERS</p> <p>113. THEATERS, INDOOR</p> <p>114. TRAVEL AGENTS</p> <p>115. VENDING MACHINE OPERATORS - RETAIL</p>

CP-2 GENERAL BUSINESS
PERMITTED USES

116. VETERINARIAN SERVICES - INDOOR ONLY

117. WAREHOUSING OF NONHAZARDOUS MATERIALS

118. WAREHOUSING OF HOUSEHOLD GOODS

119. WATER TREATMENT FACILITIES

120. WELL DRILLING SERVICES

121. WELFARE SERVICES

122. ZOOS, AQUARIUMS, and BOTANICAL GARDENS

“PR” Permitted Uses Per Article 7, Section 5 (b) of the Basehor Zoning Ordinance.

b. Permitted Uses:

I. Residential – only those permitted uses specified in Appendix A of the Basehor Zoning Ordinance for the zoning districts “R-1”, “R-2”, and “R-3” are allowed.

II. Commercial – only those commercial businesses which are accessory and compatible with residential neighborhoods shall be permitted. Following is a list of permitted commercial uses:

- a. Arts and Craft Shop
- b. Bakery
- c. Bank, Credit Union, Savings and Loan Offices including ATM’s
- d. Beauty/Barber Shop
- e. Car washes (as an accessory to a convenience store or gas sales)
- f. Cards, Gifts, Books, or Curio Shop
- g. Child Care Center
- h. Churches, Temples, and Synagogues
- i. Convenience Store with Fuel Sales (limited to 3 gas pumps)
- j. Copy Center/Mail Center
- k. Drug Store (not larger than 15,000 sq. ft.)
- l. Dry Cleaners (pick-up and delivery only)
- m. Fabric Shop
- n. Florist (without greenhouse)
- o. Grocery Store (not larger than 15,000 sq. ft.)
- p. Hardware Store (not larger than 15,000 sq. ft.)
- q. Health Spa, Figure Salon, Martial Arts Studio
- r. Insurance/Real Estate Office
- s. Key Shop
- t. Laundries
- u. Lawn and Garden Stores
- v. Liquor or Specialty Food Stores
- w. Medical/Optical/Dental Office
- x. Office Buildings (not larger than 5,000 sq. ft. per floor or as approved by the Planning Commission and Governing Body)
- y. Office Supplies
- z. Paint and Wallpaper Stores
- aa. Photographer Studio
- bb. Public and Private Utility Offices
- cc. Restaurants (no drive thru)
- dd. Sporting Goods Store
- ee. Telephone Store
- ff. Veterinary Clinic for small animals (no outside boarding)
- gg. Other uses Deemed Appropriate By the Planning Commission and/or City Planner

"PR" Permitted Uses Per Article 7, Section 5 (b) of the Basehor Zoning Ordinance.

R-1 SINGLE FAMILY RESIDENTIAL PERMITTED USES	R-1 SINGLE FAMILY RESIDENTIAL CONDITIONALLY PERMITTED USES
<ol style="list-style-type: none"> 1. CEMETERIES and MAUSOLEUMS 2. CHURCHES, SYNAGOGUES and TEMPLES 3. DWELLING, SINGLE-FAMILY DETACHED 4. GOLF COURSES 5. PARKS and PLAYGROUNDS, PUBLIC 6. SCHOOLS, PRIMARY and SECONDARY 7. HOME OCCUPATIONS 	<ol style="list-style-type: none"> 1. BEAUTY / BARBER SHOP (limited to one station) 2. DAYCARE CENTERS (seven or more unrelated children or adults)

R-2 TWO-FAMILY RESIDENTIAL PERMITTED USES	R-2 TWO-FAMILY RESIDENTIAL CONDITIONALLY PERMITTED USES
<ol style="list-style-type: none"> 1. CEMETERIES and MAUSOLEUMS 2. CHURCHES, SYNAGOGUES, and TEMPLES 3. DWELLING, SINGLE-FAMILY DETACHED 4. DWELLING, TWO-FAMILY 5. GOLF COURSES 6. PARKS and PLAYGROUNDS, PUBLIC 7. SCHOOLS, PRIMARY and SECONDARY 8. HOME OCCUPATIONS 	<ol style="list-style-type: none"> 1. DWELLING, SINGLE-FAMILY ATTACHED 2. DWELLING, SINGLE-FAMILY-ZERO LOT LINE 3. DAY CARE CENTERS (seven or more unrelated children or adults)

R-3 MULTI-FAMILY RESIDENTIAL PERMITTED USES	R-3 MULTI-FAMILY RESIDENTIAL CONDITIONALLY PERMITTED USES
<ol style="list-style-type: none"> 1. BOARDING and ROOMING HOUSES 2. CEMETERIES and MAUSOLEUMS 3. CHURCHES, SYNAGOGUES and TEMPLES 4. DWELLING, MULTI-FAMILY 5. DWELLING, TWO-FAMILY 6. DWELLING, SINGLE-FAMILY ATTACHED 7. GOLF COURSES 8. MONASTERIES and CONVENTS 9. NURSING, CONVALESCENT, and REST HOMES 10. ORPHANAGES 11. PARKS and PLAYGROUNDS, PUBLIC 12. SCHOOLS, PRIMARY and SECONDARY 13. HOME OCCUPATIONS 	<ol style="list-style-type: none"> 1. DWELLING, SINGLE-FAMILY DETACHED 2. DWELLING, SINGLE-FAMILY-ZERO LOT LINE 3. DAY CARE CENTERS (seven or more unrelated children or adults) 4. DORMITORIES, COLLEGE 5. FRATERNITY and SORORITY HOUSES 6. GROUP HOMES 7. SOCIAL SERVICE AGENCIES RELATING TO FAMILY SERVICES (except residential, correctional, rehabilitation, and treatment facilities)

Affidavit in Proof of Publication

STATE OF KANSAS
Leavenworth County

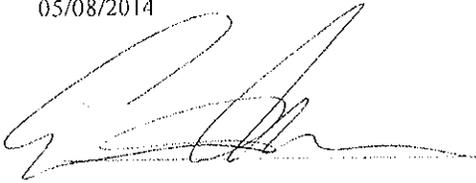
Eric Moore of the Legal Dept. of the Baschor Sentinel being first duly sworn, deposes and says:

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 Baschor Sentinel

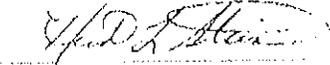
Said newspaper is published weekly 52 weeks a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice and been admitted at the post office of Baschor in said County as second class matter.

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 05/08/2014 with publications being made on the following dates:

05/08/2014



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	\$55.40
	<u> </u>
	\$55.40

(Published in The Chief-tain, May 8, 2014)

**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, June 3, 2014 at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas to consider a change of zoning and preliminary development plan on property generally located south of US-24/40 between 170th Street and 166th Street. The property is currently zoned CP-2, General Business District. The proposed zoning is P-R, Planned Residential District. The property description is:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01 47'07" EAST, ALONG THE EAST LINE OF SAID QUARTER SECTION, 194.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 47'07" EAST, 528.02 FEET; THENCE SOUTH 88 12'53" WEST, 405.58 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 408.71 FOOT CHORD BEARING NORTH 67 39'42" WEST, AN ARC DISTANCE OF 421.04 FEET; THENCE SOUTH 46 27'43" WEST,

33.39 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 136.67 FOOT CHORD BEARING SOUTH 54 19'03" WEST, AN ARC DISTANCE OF 137.10 FEET; THENCE NORTH 27 49'37" WEST, 151.00 FEET; THENCE SOUTH 68 02'42" WEST, 67.27 FEET; THENCE NORTH 85 42'41" WEST, 418.87 FEET; THENCE SOUTH 67 25'02" WEST, 220.14 FEET; THENCE NORTH 44 32'38" WEST, 439.93 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE LEFT WITH A 165.88 FOOT CHORD BEARING SOUTH 42 09'59" WEST, AN ARC DISTANCE OF 166.65 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 467.83 FOOT CHORD BEARING SOUTH 60 30'42" WEST, AN ARC DISTANCE OF 486.83 FEET; THENCE SOUTH 88 24'19" WEST, 138.32 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 01 35'41" WEST, ALONG SAID WEST LINE, 530.66 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF US 24/40; THENCE NORTH 88 34'18" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 469.55 FEET; THENCE SOUTH 88 31'32" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 500.65 FEET; THENCE SOUTH 83 42'43" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 706.42 FEET; THENCE NORTH 88 33'34" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 964.47 FEET TO THE POINT OF BEGINNING. CONTAINS 26.081 ACRES, MORE OR LESS.

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



APPLICATION FORM

CITY OF BASEHOR

Planning & Zoning Department
 2620 N. 156th Street, PO Box 406, Basehor, KS 66007
 Phone: 913-724-1370 Fax: 913-724-3388
 www.basehor.org



Project Name & Description HONEYCREEK FARMS NORTH		Total Site Acreage 26.081	Present Zoning CP-2
Legal Description (May be attached as separate sheet) SEE ATTACHED		Proposed Zoning FR	
Project Address / General Location SW CORNER 24th HIGHWAY @ 166th ST.		Presubmittal Date 11/21/2013	
Parcel ID Number (CAMA Number)		Floor Area Classification	
Property Owner Name SILVER LAKE BANK	Phone 785-232-0102	Fax 785-232-4010	
Property Owner Address P.O. BOX 8330	City TOPEKA	State KS	Zip 66608
Applicant's Name (if different from above) LANDPLAN ENGINEERING	Phone 785-843-7530	Fax 785-843-2410	
Applicant's Address 1310 WAKARUSA DR.	City LAWRENCE	State KS	Zip 66049
Applicant's mobile phone 785-695-8663	Property Owner and/or Applicant's E-mail address brans@landplan-pa.com		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input checked="" 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 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	

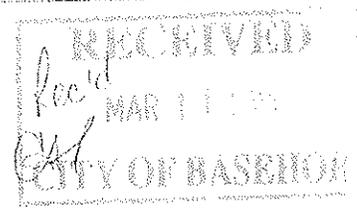
COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area 26.081	Existing Floor Area 0	Existing Building Footprint 0	Open Space Area 18.488 6.523
No. of Buildings 43	Proposed Floor Area 3.024	Proposed Building Footprint 3.024	Pavement Coverage 7.649

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots	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 *Scott Anderson* *3/7/14*
 Signature Date

Office Use Only
 Filing Fee \$ *390.* Received by *[Signature]* # of Plans _____
 Attached Legal Description Property Ownership List





Civil Engineering
Landscape Architecture
Community Planning
Surveying

Landplan Engineering, P.A.

1310 Wakarusa Drive
Lawrence, Kansas 66044

tel 785.843.7530
fax 785.843.2110
email info@landplan-pa.com

Sheet A

1. Reason for this request? *The subject property has remained vacant since it was zoned CP-2 in 2003. The current property owner wishes to increase the marketability of this property by rezoning to the PR district. PR zoning will provide for greater flexibility in future development of this property by permitting residential uses similar to those already existing within Honeycreek Farms and, as the market dictates, neighborhood commercial uses, as well.*
2. What is the suitability of the subject property for the uses to which it has been restricted? *The subject property is generally unsuitable for the development of commercial land uses permitted within the CP-2 zoning district. This statement is borne out by the fact that the property has remained vacant for more than a decade since being zoned as such in 2003. Moreover, when considered with the vast amount of acreage either already zoned or planned for commercial land uses within the 24/40 highway corridor between Kansas City and Tonganoxie, it is unlikely that significant demand for commercial development on this ground will materialize in the future.*
3. To what extent will removal of restrictions detrimentally affect nearby property? *The overall impact of this request to nearby property will be positive. Removal of the restrictions imposed by CP-2 zoning will facilitate the development of residential land uses of a scale and type similar to the existing Honeycreek Farms neighborhood to the south. As shown in the attached Concept Plan, rezoning to the PR district will provide for an expansion of this successful residential neighborhood to the north while still maintaining ample open space and a landscaped buffer adjacent to 24/40 Highway.*
4. What is the relative gain to the public health, safety and welfare by the destruction of the value of the petitioner's property as compared to the hardship imposed upon the individual landowners? *Denial of this request will perpetuate the vacancy of this property. There are no gains to be had for the public health, safety and welfare as a result of such a denial.*
5. How does your request conform with the comprehensive plan? *This request seeks to promote the ultimate vision of the City of Basehor which is to build a vibrant community where life and business flourish. This request generally proposes to expand an already successful residential neighborhood by removing vacant commercial ground from the City's*

zoning map. It should be noted that this request directly conforms to two (2) strategies explicitly listed in the Comprehensive Plan. This request proposes to reshape a gateway into the community by replacing vacant highway frontage with an expansion of the vibrant Honeycreek Farms residential neighborhood. This request also encourages a variety of residential developments and styles that incorporate sufficient open space.

While the Future Land Use Map does depict the subject property as CP-2, its current zoning, this property is not generally suitable for such commercial land uses. The proposed PR zoning district would permit commercial uses compatible with the residential neighborhood, should market demand arise. However, as is depicted in the attached Preliminary Development Plan, it is likely that single-family, two-family and multi-family residential units will be the best uses for the subject property. This expansion of planned residential development is a logical progression of existing zoning to the south. Moreover, the added residential units that result from approval of this request will further support nearby commercially-zoned properties.

In an effort to engage the community on this proposed change, the applicant conducted a meeting with surrounding property owners on Tuesday, February 18th, 6:30 pm at the Basehor Community Library. That meeting was attended by eight (8) neighbors who asked many questions and conveyed several concerns such as: sanitary sewer capacity, neighborhood traffic volumes, improvements to the intersections of 171st and 166th Street with Highway 24/40, and the possibility of low income housing being inserted into the future development. The applicant looks forward to discussing these topics and others with City staff and Planning Commissioners as the review process continues.

1. **Please provide a statement regarding why the development plan would be in the public interest.** The attached PDP facilitates the conversion of approximately 26 acres of vacant commercially-zoned land into a vibrant PR-zoned residential neighborhood. Approval of this PDP removes CP-2 zoning designation from this piece of land which has hampered the development of this sector of the City. Approval of this PDP will allow the property owner to proceed with a residential development that better compliments the character of the existing Honeycreek Farms neighborhood. Approval of this PDP facilitates a more efficient use of the existing public infrastructure in this subdivision that is already maintained by City staff.

2. **Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002.** As you and I discussed over the phone, this question appears to reference a previous edition of the City's Zoning Regulations. Nevertheless, Article 7-5(a) of the current Zoning Regulations states the purpose of the Planned Residential District as *"intended to provide for elements of flexibility in design, placement, arrangement, bulk, and other considerations; to provide a framework within which the buildings and uses in the planned district may be interrelated and compatible with the residential character of these development areas and adjacent developments; and to maintain the desired overall intensity, efficiency in the provision of public facilities and services, and to provide protection for existing development while allowing new construction in accordance with current development and performance standards and density objectives."* The proposed PR district depicted in the attached PDP conforms to all of these aforementioned purposes. It establishes lots and blocks that will afford the future developer(s) flexibility in how this half of the neighborhood develops. The PDP features three (3) distinct residential use types which compliment not only each other but the existing Honeycreek Farms neighborhood, as well. This proposed PR district will rest between the existing homes to the south and the busy highway corridor to the north and its proposed density is planned accordingly. It will reduce traffic traveling through this neighborhood from that associated with the existing CP-2 zoning. It will make efficient use of the existing public streets and associated infrastructure built to serve this subdivision. Further review by City staff during subsequent Final Development Plan, Preliminary Plat, Final Plat and Public Improvement Plan applications will help to ensure that this addition to Honeycreek Farms conforms to the latest design standards of the City of Basehor.

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°47'07" EAST, ALONG THE EAST LINE OF SAID QUARTER SECTION, 194.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°47'07" EAST, 528.02 FEET; THENCE SOUTH 88°12'53" WEST, 405.58 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 408.71 FOOT CHORD BEARING NORTH 67°39'42" WEST, AN ARC DISTANCE OF 421.04 FEET; THENCE SOUTH 46°27'43" WEST, 33.39 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 136.67 FOOT CHORD BEARING SOUTH 54°19'03" WEST, AN ARC DISTANCE OF 137.10 FEET; THENCE NORTH 27°49'37" WEST, 151.00 FEET; THENCE SOUTH 68°02'42" WEST, 67.27 FEET; THENCE NORTH 85°42'41" WEST, 418.87 FEET; THENCE SOUTH 67°25'02" WEST, 220.14 FEET; THENCE NORTH 44°32'38" WEST, 439.93 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE LEFT WITH A 165.88 FOOT CHORD BEARING SOUTH 42°09'59" WEST, AN ARC DISTANCE OF 166.65 FEET; THENCE ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 467.83 FOOT CHORD BEARING SOUTH 60°30'42" WEST, AN ARC DISTANCE OF 486.83 FEET; THENCE SOUTH 88°24'19" WEST, 138.32 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 01°35'41" WEST, ALONG SAID WEST LINE, 530.66 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF US 24/40; THENCE NORTH 88°34'18" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 469.55 FEET; THENCE SOUTH 88°31'32" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 500.65 FEET; THENCE SOUTH 83°42'43" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 706.42 FEET; THENCE NORTH 88°33'34" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 964.47 FEET TO THE POINT OF BEGINNING. CONTAINS 26.081 ACRES, MORE OR LESS.

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 5

Topic: Amendment to Contract for Solid Waste Collection

Action Requested: Approve amendment to extend current agreement with Deffenbaugh Industries for Solid Waste Collection

Narrative: Our current agreement with Deffenbaugh is scheduled to expire December 31, 2014. I would like to extend our current agreement with Deffenbaugh for five years through 2020. The five year term would keep our current rate of \$11.45 per month for the next two years. In year three the rate would go to \$11.79, year four and five the rate would be \$12.14. The proposed increases are capped at 3% and cannot be exceeded over the five year term.

Presented by: Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: Approve the amendment to our current contract with Deffenbaugh Industries.

Committee Recommendation: N/A

Attachments: Proposal for services from Deffenbaugh
Year or year comparison of 5 year plan

Projector needed for this item?

No

FIRST AMENDMENT TO CONTRACT FOR SOLID WASTE COLLECTION

This First Amendment to Contract for Solid Waste Collection, made and entered into this _____ day of _____, 2014, to be effective January 1, 2015, is by and between the City of Basehor, Kansas (the "City") and Deffenbaugh Industries, Inc. (the "Contractor").

WITNESSETH:

WHEREAS, the parties have previously entered into a Contract for Solid Waste Collection within the City; and

WHEREAS, the City is permitted by Kansas law to enter into an exclusive contract with Contractor for the collection of solid waste within the corporate boundaries of the City; and

WHEREAS, the City now desires to extend the Contract for Solid Waste Collection with Contractor; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually promise, covenant and agree as follows:

1. Term. The Contract for Solid Waste Collection shall be extended for a period of five (5) years, to December 31, 2020.

2. Residential Rates. Contractor shall provide solid waste collection services as stated in the Contract for Solid Waste Collection at the agreed upon rate of Eleven Dollars and Forty-Five cents (\$11.45) per month for years one (1) and two (2) of the term. Such rate shall be subject to a potential increase in years three (3) and four (4), capped at a three percent (3%) increase. The rate for year three (3) may be increased to Eleven Dollars and Seventy-Nine cents (\$11.79) per month, and the rate for year four (4) may be increased to Twelve Dollars and Fourteen cents (\$12.14) per month. Year five (5) will remain at the year four (4) rate.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Contract for Solid Waste Collection the day and year first written above.

CITY OF BASEHOR, KANSAS

By: _____

Mayor David K. Breuer

ATTEST:

Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

DEFFENBAUGH INDUSTRIES, INC.

By: _____

Name and Title

STATE OF KANSAS)

) ss.

COUNTY OF LEAVENWORTH)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared _____ of Deffenbaugh Industries, Inc, to me personally known, who being duly sworn did say that he has the authority to execute the foregoing document and that he acknowledged he fully understands the content and meaning of the within instrument and acknowledges that said instrument is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last written above.

Notary Public

My Appointment Expires: _____



ONE EARTH. ONE CHANCE. ®

Proposal for Disposal Service

City Of Basehor KS

Lloyd,

Thank you for allowing Deffenbaugh Industries the opportunity to present our portfolio of quality services for your review. Deffenbaugh Industries is the largest service provider of waste, recycling and other related services in the Kansas City metro area. Not only do we offer a menu of services that no other provider can match, our larger number of assets and years of experience allow us to recover from incidents and overcome challenges better than anyone. Plus, our industry leading quality of both equipment and employees has kept us as the highest rated service provider in the region.

Service Proposal (same as current rate which has been in place since 2011):

Standard waste collection, once per week, 95 gallon cart included:	\$8.45 per home
Comingled recycling, 65 gallon cart included:	<u>\$3.00 per home</u>
	\$11.45 total per home

Four 95 gallon carts, rental for city use. \$5.75 (Same as current rate).

Term options:

4 year term: No increase year one or year three. Year two and year four subject to potential increase capped at 4%

5 year term: No increase year one or year two or year five. Year three and year four subject to a potential increase capped at 3%.

I encourage you to reference the Better Business Bureau scores for Deffenbaugh and our competition at: <http://kansascity.bbb.org/Business-Search/>. We look forward to showing you and the residents in your care the reasons why Deffenbaugh Industries has achieved the highest score possible.

Thank you again for this opportunity. I am available to respond to any further questions or present our service details in person if desired.

John Blessing

John Blessing
Community Relations Manager
Deffenbaugh Industries
 Office# 913.745.1841
 Cell# 913.220.8434
jblessing@deffenbaughinc.com


Basehor proposal, Year over Year comparision

4 year term		5 year term	
Year 1=	\$ 11.45	Year 1=	\$ 11.45
Year 2=	\$ 11.91	Year 2=	\$ 11.45
Year 3=	\$ 11.91	Year 3=	\$ 11.79
Year 4=	\$ 12.38	Year 4=	\$ 12.14
		Year 5=	\$ 12.14

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 6

Topic: City Campus Real Estate Purchase Agreement

Action Requested: Review Real Estate Purchase Agreement to purchase 44.75 +/- acres for future development of City Campus.

Narrative: The City has issued a Real Estate Purchase Agreement to David Jenkins (Basehor Prairie Farms, LLC.) with the intent to purchase 44.75 +/- acres of undeveloped real property located west of 158th St. and south of Parallel Rd. in Basehor, Kansas for \$325,000 for future development of a City Campus. Mr. Jenkins has agreed to the terms and signed the agreement as presented. If the agreement is approved by council we will have 90 days to close the deal.

Presented by: Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: Review the purchase agreement and move it to the regular meeting agenda for final approval.

Committee Recommendation: N/A

Attachments: Real Estate Purchase Agreement

Projector needed for this item?

No

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2014 (the "Effective Date") by and between **BASEHOR PRAIRIE FARMS, LLC**, (the "Seller") and **THE CITY OF BASEHOR, KANSAS**, (the "City").

WITNESSETH:

WHEREAS, the Seller is the owner of certain real property located in the City of Basehor, Leavenworth County, Kansas (the "Property"); and

WHEREAS, the City desires to purchase from Seller the Property hereinafter described on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and the City agree as follows:

ARTICLE I

The Property

1.1 Subject to the terms and provisions of this Agreement, Seller agrees to convey the Property to the City, and the City agrees to purchase from Seller, all of the following described Property:

(a) The land described on Exhibit A and depicted on Exhibit B, both as attached hereto (the "Land").

ARTICLE II

Purchase Price

2.1 Purchase Price. The total purchase price for the Property shall be \$325,000 ("Purchase Price"), which Purchase Price is due and payable by the City to Seller in cash, federal funds, or other immediately available funds at the Closing (hereinafter defined).

2.2 Special Assessments. After Closing, the City shall assume and pay when due the following sums currently due by Seller under that certain Special Benefit District, in which the Property is included:

\$7953.01 due for 2014

\$7953.01 due for 2015

\$7953.01 due for 2016

\$7953.01 due for 2017

\$7953.01 due for 2018.

To the extent Seller has paid the special assessments, Seller will be reimbursed for those sums.

ARTICLE III

Title and Survey

3.1 Title Binder and UCC Searches. The City shall, at its sole cost and expense, obtain a current Commitment for a standard ALTA Owner's Policy of Title Insurance for the Property ("Title Binder") from the Old Republic National Title Insurance Company by its agent Kansas Secured Title- Basehor at 1106 North 155th Street, Suite B, Basehor, Kansas, 66007 (the "Title Company"), together with copies of all documents identified on the Title Binder as exceptions to the title to the City. The Title Binder shall describe the Property, name the City as the party to be insured thereunder and commit to insure the City with indefeasible, good and marketable title in an amount as it determines in its sole discretion. The Title Binder shall list and identify by reference to volume and page, where recorded, all easements, rights-of-way and other instruments or matters affecting title to the Property. The City shall pay for the cost of the ALTA Owner's Policy at Closing. Any additional coverage in the form of endorsements (which may take the form of affirmative insurance covering, for example, restrictive covenants, encroachments, etc.) the City may desire shall be at the City's cost. With regard to the standard printed exceptions and other common exceptions generally included in Title Binders, (a) there shall be no exception for "any lien, or right to a lien, for services, or material heretofore or hereafter furnished, imposed by law and not shown by the public records," and (b) the exception for ad valorem taxes or special assessments shall reflect only taxes and special assessments for the year of Closing and shall be annotated "Not yet due and payable," (c) the exception for survey or "encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises" shall be deleted, (d) there shall be no exception for "easements or claims of easements not shown by the public records" or the like, and (e) there shall be no exception for "rights of parties in possession not shown by the public records." In addition, all mortgages and other financial liens shall be satisfied at Closing (except as to Closing year taxes and installments of special assessments). The City may obtain at the City's sole cost and expense within fifteen (15) days from the date hereof, Uniform Commercial Code Financing Statement (UCC 1) search requests on Seller from the county and state in which the property is located and the county and state where Seller is located ("UCC Searches").

3.2 Existing Survey, Title and Engineering Reports. Seller shall within five (5) business days of the Effective Date deliver to the City a copy of any title commitments or policies, and engineering or physical condition reports pertaining to the Property. The City may, at its sole cost and expense, as soon as possible, obtain an ALTA survey of the Property (the "Survey").

3.3 Review of Title and Survey. The City shall have a period of fifteen (15) days commencing on its receipt of the Title Binder and ALTA Survey completed by the City (the "Title Review Period") in which to notify Seller of any objections the City has to any matters shown or referred to in the UCC Searches, Title Binder, or the Survey. Any title encumbrances or exceptions which are set forth in the Title Binder, UCC Searches or the Survey and to which the City does not object within such period (as to the Title Binder, UCC Searches and the Survey) shall be deemed to be permitted exceptions to the status of Seller's title ("Permitted Exceptions"). None of the exceptions prohibited in Section 3.1 hereof shall be Permitted Exceptions. With regard to items to which the City does object within such period, Seller shall notify the City no later than five (5) business days after the expiration of the Title Review Period as to whether it will agree to cure the objections at Closing. If Seller notifies the City that it is unable or unwilling to cure such objections by Closing as set forth above, the City may at its option at any time prior to Closing waive the objections not cured (in which event such waived objections will be Permitted Exceptions), or terminate this Contract, provided further, as to any recorded lien which Seller is unable to cure at or prior to Closing, such lien shall be satisfied, at Closing. If any new Title or Survey issues arise prior to Closing, Seller shall immediately correct same to the City's satisfaction.

3.4 Existing Lease. City agrees that the current farming lease shall continue until the crop is harvested, and Seller shall be the sole beneficiary of the share of the profit anticipated by the lease. Once the crop is harvested, the current farming lease shall terminate, and City is free to pursue future farming leases as it chooses. There shall be a separate agreement between City and the current lessee regarding liability which shall be executed prior to closing. Seller agrees to assist with this agreement as necessary.

3.5 Access Easements. Seller and the City agree that access easements legally described on Exhibit C, shall be granted to the Seller.

3.6 Existing Interests. Seller will cooperate with City regarding the termination or resolution to City's satisfaction, at City's sole cost and expense:

(a) Blanket Easement(s) held by Williams Pipeline Company, Wilmington Trust and/or Williams Telecom Company.

(b) Water Lease/Easement held by Suburban Water Company.

(c) Mineral Interest held by Farm Credit Bank of Wichita.

ARTICLE IV

Environmental Audit

4.1 Environmental Audit. The City may commence at its cost a comprehensive environmental audit ("Environmental Audit") of the Property by an independent environmental consultant ("Consultant") chosen by the City to identify Adverse Environmental Conditions, if any, affecting the soil, air, surface waters and ground water in, on or around the Property, the work required to remedy any such Adverse Environmental Conditions ("Remedial Work") and a reasonable good faith estimate of the cost of the Remedial Work ("Estimated Cost"). The

Consultant shall furnish a copy of the Environmental Audit Report, (which shall include the Remedial Work and the Estimated Cost) to both the City and Seller promptly after completion of the Environmental Audit. The scope and form of the Environmental Audit shall be in all respects satisfactory to the City, in its reasonable discretion, but neither the City nor its consultant is permitted to conduct any test which would cause damage to the Property (which is not repaired by the City). Seller agrees to provide the City and its Consultant with access to the Property for purposes of conducting the above Environmental Audit at all reasonable times. The City hereby indemnifies and holds Seller harmless from and against any loss, damage, injury, claim or cause of action Seller may suffer or incur as a result of the City's inspections of the Property; provided that this indemnity shall not be construed to include Seller's losses resulting from the City's discovery of Adverse Environmental Conditions or resultant Property value loss from same.

4.2 Definitions. As used herein: The term "Hazardous Materials" shall mean and include the existence in any form of

(a) (i) polychlorinated biphenyls; (ii) asbestos or asbestos containing materials; (iii) urea formaldehyde foam insulation; (iv) oil, gasoline or other petroleum products (other than in vehicles operated in the ordinary course of business); (v) pesticides and herbicides; and (vi) any other chemical, material or substance to which exposure is prohibited, limited or regulated by any Environmental Laws and any federal, state, county, regional or local authority or which, even if not so regulated, is known to pose or suspected of posing a threat to the health or safety of those coming into contact with such materials or substances.

(b) The term "Environmental Laws" shall mean any federal, state or local laws, statutes, ordinances, regulations or policies relating to the environment, health and safety, any hazardous materials (including without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions applicable to the Property, including, without limitation, soil, subsurface and ground water conditions.

(c) The term "Adverse Environmental Conditions" shall mean conditions existing or which existed in the past on or in the vicinity of the Property owned or operated by the Seller with respect to the air, soil, surface waters, ground waters or stream sediments. Included, but not limited thereto, are conditions which may pose a threat to human health or the environment, may require remedial action and/or may result in nonparties to this Contract including, without limitation, governmental entities.

ARTICLE V

Information, Representations and Warranties

5.1 Information. Seller shall not later than five (5) business days after the Effective Date hereof, deliver to the City legible, accurate and complete copies of the following (the "Delivery Items"):

(a) The most recent ad valorem tax statements from all taxing authorities having jurisdiction over the Property for the prior year and to the extent the current year's bills are not available, the current valuation notice.

(b) A list and copies of all leases, contracts and agreements affecting the Property or any portion thereof and a summary of all maintenance obligations related to the Property as required in the Declaration or otherwise.

(c) Existing site plans, surveys, soil and substrata studies, architectural renderings environmental reports, engineering plans and studies, landscape plans and other plans, diagrams or studies of any kind, if any, in Seller's possession, which relate to the Land or the Improvements, together with all documents relating or pertaining to all warranties and guaranties of construction.

(d) Copies of all documents and records and any other information in Seller's possession or control (or available to Seller) or of which Seller has actual notice concerning any investigation, study, report, inquiry, lawsuit or proceeding pertaining to the existence of Hazardous Materials affecting the Property or affecting properties adjacent to or in the vicinity of the Property. Such documents, records and information include without limitation, environmental audits, environmental risk assessments or site assessments, documentation regarding off-site disposal of Hazardous Materials, spill control plans, and environmental agency and third-party reports and investigations, claims, citations, pleadings, correspondence or other communications in Seller's possession or control. During the period from the Effective Date until the Closing, Seller shall have an ongoing obligation to provide to the City copies of any such additional documents which come into the possession or control or become available to Seller subsequent to the date hereof within five (5) business days of any such document, record or information becoming available to Seller.

The City and its authorized representatives shall have the right to inspect the Property during reasonable business hours (with advance notice to Seller and opportunity for Seller or Seller's representatives to accompany the City). Seller thereby agrees to give the City its reasonable cooperation and to confirm when requested by the City the accuracy of the information relied upon by the City.

5.2 Representations and Warranties of Seller. Seller hereby represents and warrants as of the date hereof and as of the Closing Date that:

(a) To Seller's actual knowledge, there is no pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller has not received any written notice, and has no actual knowledge, that any such proceeding is contemplated.

(b) There are no leases, occupancy agreement, or contracts outstanding which affect any portion of the Property or its operation, other than those which will be supplied by Seller pursuant to Section 5.1 hereof.

(c) Seller has received no notice that the continued ownership, operation, use and occupancy of the Property violates any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or any restrictive covenant.

(d) To Seller's actual knowledge, no work has been performed or is in progress by Seller at and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property or any portion thereof, or, if any has, same will be satisfied at or prior to Closing.

(e) To Seller's actual knowledge, Seller is not prohibited from consummating the transaction contemplated in the Contract, by any law, regulation, agreement, instrument, restriction, order or judgment.

(f) Seller is duly organized, validly existing and in good standing under the laws of the state of its origin. Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individual of Seller who executes and delivers this Contract and all documents to be delivered to the City hereunder is and shall be duly authorized to do so.

(g) There are no adverse parties in possession of the Property or any part thereof and no parties in possession thereof except Seller and no party has been granted any license, lease, or other right relating to the use or possession of the Property except as otherwise provided herein.

(h) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or to Seller's actual knowledge, pending against Seller or the Property.

(i) There are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof.

(j) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

(k) To Seller's actual knowledge, Seller has complied with all subdivision or lot split requirements necessary for Seller's conveyance of the Property to the City.

(l) To Seller's actual knowledge, there are no actions, suits, claims, proceedings or causes of action which are pending or have been threatened or asserted in writing against, or are affecting, Seller or the Property or any part thereof in any court or before any arbitrator, board or governmental or administrative agency or other person or entity which might have a material adverse effect on the Property or any portion thereof.

(m) Seller is not aware of any pending or threatened rezoning of all or any part of the Property.

Any representations made to the knowledge of Seller (whether "best" or "actual") shall include the knowledge of Seller and its officers and employees. All of Seller's warranties and representations shall survive any inspection or investigation made by or on behalf of the City and shall not merge with delivery of the General Warranty Deed specified in Section 7.2(a) but survive delivery of said deed.

ARTICLE VI

Conditions Precedent to City's Obligation to Close

6.1 The City's obligation to consummate the transactions contemplated hereunder is conditioned upon satisfaction of each of the following conditions at or prior to the Closing (or such earlier date as is specified with respect to a particular condition):

(a) The condition of the Property shall meet the approval of the City, in its sole judgment and discretion, upon on-site inspections of the Property to be made by the City or its representative during a period of ninety (90) days commencing on the Effective Date (the "Inspection Period"). Inspections of the Property by the City or its representatives are to be conducted in such a manner as not to physically damage the Property or unreasonably interfere with the usual operation of the Property by Seller. If, during the course of its inspection, the City should conclude that the Property or any component thereof is not satisfactory to the City or does not meet standards desired by the City in its sole discretion, then the City may, for any of the above reasons or for no reason, terminate this Contract by written notice to Seller within the Inspection Period. If the City fails to notify Seller in writing of its disapproval within the Inspection Period, this condition shall be deemed satisfied and waived.

(b) The City shall be satisfied with the title and survey of the Property.

(c) A separate agreement between City and the current lessee regarding liability related to the farming of the Property shall be executed.

(d) The interests described in Section 3.6 shall be resolved to City's satisfaction.

(e) None of the representations and warranties of Seller set forth in Article V hereof shall be untrue or inaccurate in any material respect. Seller will provide City with an update of its Article V representations and warranties at Closing.

In the event that all of the above conditions are not satisfied at or prior to the Closing (or such earlier date as is specified with respect to a particular condition), the City may terminate this Contract by written notice to Seller and shall have no further obligations hereunder.

ARTICLE VII

Closing

7.1 Time and Place of Closing. Provided that all of the conditions of this Contract shall have been satisfied or waived prior to or on the Closing Date (herein so called), the Closing (herein so called) of this transaction shall take place at the Title Company within ten (10) days following the expiration of the Inspection Period.

7.2 Events of Closing. At the Closing:

(a) Seller shall:

(i) Deliver to the City a General Warranty Deed in form reasonably acceptable to the Title Company, the City and Seller, duly executed and acknowledged by Seller, conveying to the City the Land in indefeasible fee simple free and clear of any lien, encumbrance or exception other than the Permitted Exceptions.

(ii) Deliver the Policy of Title Insurance described in Article III hereof issued by the Title Company conforming to the requirements of Article III above insuring the City's title in indefeasible fee simple containing no exceptions other than the Permitted Exceptions.

(iii) Deliver possession of the Property (subject only to the Permitted Exceptions).

(iv) Deliver such evidence of the authority and capacity of Seller and its representatives as the Title Company may reasonably require.

(v) Deliver the Tax Affidavit.

(vi) Deliver the updated Certificate of Representations and Warranties.

(vii) All other documents reasonably necessary or appropriate to consummate this transaction.

(b) The City shall:

(i) Deliver to Title Company such evidence of the authority and capacity of the City and its representatives as Seller or the Title Company may reasonably require.

7.3 Expenses. The City shall pay the escrow fee charged by the Title Company, the premium for the Owner's Policy of Title Insurance, the cost of obtaining the Survey, if any, its proportionate share of the prorations as set forth in Section 7.4 hereof, the cost of any endorsements to the Owner's Title Policy, the Environmental Audit, the recording fees for its Warranty Deed and its own attorneys' fees. Seller shall pay its proportionate share of the prorations as set forth in Section 7.4 hereof and its own attorneys' fees. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

7.4 Prorations.

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m., Basehor, Kansas time, on the day of Closing, as if the City were vested with title to the Property during the entire day upon which Closing occurs:

- (i) any taxes; and
- (ii) any assessments.

(b) Notwithstanding anything contained in the foregoing provision:

(i) Any taxes paid at Closing shall be prorated based upon the amounts actually paid.

(c) In connection with the proration of real and property ad valorem taxes, if actual tax figures for the year of Closing are not available at the Closing Date, the proration shall be based upon the tax figures from the preceding year. The parties agree that such proration will be readjusted between the parties, outside of Closing, if necessary, based upon the final tax bill for the year in which Closing occurs. Seller shall, on or before the Closing Date, furnish to the City and the Title Company all information necessary to compute the prorations provided for in this Section.

ARTICLE VIII

Damage to Property and Condemnation

8.1 Seller agrees to give City prompt notice of any casualty affecting the Land or Improvements between the date hereof and the Closing Date or of any actual or threatened taking or condemnation of all or any portion of the Land or Improvements. If prior to the Closing there shall occur:

- (a) damage to the Property caused by casualty, or

- (b) the taking or condemnation of all or any portion of the Property,

then in any such event the City may at its option terminate this Contract by written notice to Seller within twenty (20) days after City has received the notice referred to above or at the Closing, whichever is earlier and shall no further obligations hereunder. If the City does not elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the purchase price, and there shall be assigned to the City at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award and further, if same be insufficient to pay the actual loss, Seller will pay such deficiency to the City on demand.

ARTICLE IX

Termination, Default and Remedies

9.1 Permitted Termination. If this Contract is terminated by either party pursuant to a right expressly given it to do so hereunder ("Permitted Termination"), then neither party shall have any obligations going forward. If Closing has not occurred within 90 days of the Effective Date, either party may terminate this Contract, or this Contract may be extended as agreed upon by the parties.

9.2 Default by Seller. Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

- (a) any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect; or
- (b) Seller shall fail to meet, comply with or perform any material covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination and fails to cure such default within ten (10) days of written notice of such default from the City.

If Seller defaults hereunder, the City may, at its option, do either of the following as its sole and exclusive remedy:

- (i) terminate this Contract by written notice delivered to Seller at or prior to the Closing, whereupon this Contract shall terminate and neither party shall have any rights or obligations hereunder; or
- (ii) enforce specific performance of this Contract against Seller.

9.3 Attorney's Fees. If it shall be necessary for either the City or Seller to employ an attorney to enforce its rights pursuant to this Contract because of the default of the other party, the defaulting party shall reimburse the nondefaulting party for reasonable attorney's fees.

ARTICLE X

Interim Responsibilities of Seller

10.1 Seller agrees that during the period between the date of this Contract and the Closing Date and except as contemplated in Sections 3.5 and 3.6:

(a) Seller shall maintain the Property in the same fashion as has been Seller's custom and shall keep and perform all obligations of owner of the Property under any Permitted Exceptions, applicable laws and any mortgage(s) applicable to the premises.

(b) Seller shall not enter into, amend, waive any rights under, terminate or extend any document or instrument affecting title to the Property without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Seller shall not change the grade or other physical characteristics of the Property in any respect unless the City shall have given its prior written approval to such change.

(d) Seller shall not enter into any agreement with respect to the leasing, operation or maintenance of any portion of the Property which will survive Closing, without the prior written consent of the City.

(e) Seller will maintain Seller's existing insurance coverage with respect to the Property from the date hereof through the Date of Closing or earlier termination of this Contract.

All risk of loss shall be borne by Seller until acceptance by the City of delivery of Seller's deed at the Closing.

ARTICLE XI

Brokerage Commission

11.1 Each party represents that it has not engaged a broker or realtor with respect to this Contract or the transaction contemplated hereto. Each party agrees to indemnify and hold the other party harmless from any loss, liability, damage, cost or expense (including, without limitations reasonable attorney's fees) actually paid or incurred by such party by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under the indemnifying party, to the extent permitted by the laws of the State of Kansas.

ARTICLE XII

Miscellaneous

12.1 No Assumption of Seller's Liabilities. The City is acquiring only the Property from Seller and is not the successor of Seller. The City does not assume or agree to pay, or indemnify Seller or any other person or entity against, any liability, obligation or expense of Seller or relating to the Property in any way except only to the extent, if any, herein expressly and specifically provided.

12.2 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed delivered upon *both* (i) deposit by express mail or with a nationally recognized overnight courier for next business day delivery; and (ii) posting by fax with confirmed electronic receipt and addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section:

To Seller: David Jenkins
Baschor Prairie Farms, LLC
9611 US HWY 1
Box 390
Sebastian, FL 32958

If to the City: City of Basehor, Kansas
Attn: City Clerk
PO Box 406
Basehor, KS 60007

With a Copy to: White Goss Bowers March Schulte & Weisenfels,
a Professional Corporation
4510 Belleview Avenue, Suite 300
Kansas City, MO 64111-3538
Attn: Shannon M. Marcano, Esq.
Fax: (816) 753-9201

12.3 Survival. All warranties, representations and agreements contained herein or arising out of the sale of the Property by Seller to the City shall survive delivery of Seller's Warranty Deed and the Closing hereof.

12.4 Governing Law, Venue. The laws of the State of Kansas shall govern the validity, enforcement, and interpretation of this Contract.

12.5 Integration; Modification; Waiver. This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Contract cannot be modified, or any of the terms hereof waived, except by

an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought.

12.6 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

12.7 Headings, Construction. The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Contract shall refer to the entire Contract and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

12.8 Invalid Provisions. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

12.9 Binding Effect. This Contract shall be binding upon and inure to the benefit of Seller and the City, and their respective heirs, personal representatives, successors and assigns. The City may assign its rights under this Contract to an affiliate but will not be relieved of its duties without Seller's written consent. Upon acceptance of any assignment by the assignee and the assumption of the City's obligations hereunder, the City shall be relieved of all duties and obligations hereunder. Seller shall not assign its interest hereunder without the prior written consent of the City, except that Seller may assign its interest in this Contract in connection with a conveyance of the Property to any entity owned or controlled by Seller, provided and so long as (i) the transfer of the Property is expressly subject to this Contract and any such transferee assumes in writing the obligations of Seller hereunder and acknowledges and agrees that it is bound by and subject to this Contract with respect to the Property, and (ii) no such transfer shall release Seller of its primary liability hereunder. Except as expressly provided herein, nothing in this Contract is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Contract.

12.10 Further Acts. In addition to the acts recited in this Contract to be performed by Seller and the City, Seller and the City agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

12.11 Date of Contract. The date of this Contract shall for all purposes be the date of the signature of the last party to sign this Contract.

12.12 Indemnity as to Lawsuits. Seller agrees to indemnify and hold the City harmless of and from any and all liability, loss, damage or expense (including attorneys' fees) as a result of any action, suit, proceeding, claim or lien by a third party affecting the Land or Improvements, or any portion thereof, or any leases, contracts and/or services related thereto, in relation to which the facts which give rise to such action, suits or proceedings arose or occurred prior to the Closing Date to the extent permitted by the laws of the State of Kansas. The City agrees to indemnify and hold Seller harmless of and from any and all liability, loss, damage or expense (including attorney's fees) as a result of any action, suit, proceeding, claim or lien by a third party affecting the Land or Improvements, or any portion thereof, or any leases, contracts and/or services related thereto, in relation to which the facts which give rise to such action, suits or proceedings arose on or occurred subsequent to the Closing Date to the extent permitted by the laws of the State of Kansas. The provisions of this section shall survive closing. Notwithstanding the foregoing, this indemnity shall not apply to claims brought by third parties under the Environmental Laws against the City so that the City will not have a contractual claim hereunder against Seller, but this provision shall not affect the City's rights against Seller under the statutes, laws, ordinances, rules, regulations and common law applicable to any such third-party claim.

12.13 Confidentiality. Seller and the City agree that the terms and conditions of this Contract shall not be disclosed by them to any other person or entity other than legal counsel, the Title Company or Seller's or the City's accountants prior to Closing without the prior written consent of the other, other than for the purpose of carrying out this Contract. The parties covenant and agree that any attorneys and accountants to whom the terms of this Contract are communicated shall be obligated in like manner not to communicate the terms and provisions hereof to others. The City agrees to keep all of the information delivered to it by Seller confidential and to disclose it to only those consultants necessary to perform the City's obligations under the Contract. The City covenants and agrees that any party to whom such information is disclosed shall be obligated in like manner not to communicate the terms and provisions of the information to others. If this transaction fails to close for any reason other than Seller's default, the City shall return all of the information to Seller immediately.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed on the dates set forth below.

BASEHOR PRAIRIE FARMS, LLC.

By: *David A. Jenkins*
Name: David A. Jenkins
Its: Managing member of the Managing member

CITY OF BASEHOR, KANSAS

By: _____
David K. Breuer, Mayor

EXHIBIT A

PROPERTY LEGAL DESCRIPTION



atlas
surveyors
LLC
LEAVENWORTH, KS | 913-530-8422

Surveyors Description:

A tract of land in Fractional Section 03, Township 11 South, Range 22 East of the 6th P.M. Leavenworth County, Kansas being described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 3; thence South 88 degrees 25 minutes 31 seconds West a distance of 436.00 feet; thence South 01 degree 47 minutes 25 seconds West a distance of 654.61 feet to a point on the north line of Prairie Gardens 1st Plat a subdivision of land in the City of Basehor, Leavenworth County, Kansas; thence South 88 degree 12 minutes 19 seconds West along said north line a distance of 624.00 feet to the Northwest corner of said Prairie Gardens 1st Plat; thence South 01 degree 47 minutes 41 seconds East along the west line of said Prairie Gardens 1st Plat a distance of 61.37 feet; thence Northwesterly on a curve to the right having a radius of 773.02 feet, a central angle of 43 degrees 53 minutes 10 seconds, whose initial tangent bearing is North 68 degrees 11 minutes 52 seconds West an arc distance of 592.10 feet; thence North 24 degrees 18 minutes 43 seconds West a distance of 112.12 feet; thence Northwesterly and Northeasterly on a curve to the right having a radius of 200.00 feet, a central angle of 172 degrees 29 minutes 10 seconds, whose initial tangent bearing is South 74 degrees 18 minutes 54 seconds West an arc distance of 602.09 feet; thence North 01 degree 26 minutes 37 seconds West a distance of 325.59 feet to a point south line of Prairie Gardens 2nd Plat, a subdivision of land in the City of Basehor, Leavenworth County, Kansas; thence South 89 degrees 59 minutes 53 seconds East along said south line a distance of 58.07 feet; thence South 00 degrees 00 minutes 07 seconds west along said south line a distance of 58.76 feet; thence South 89 degrees 59 minutes 53 seconds East along said south line a distance of 310.00 feet; thence North 52 degrees 52 minutes 16 seconds East along said south line a distance of 638.24 feet; thence South 79 degrees 52 minutes 18 seconds East along said south line a distance of 82.52 feet to a point on the east line of said Prairie Gardens 2nd Plat; thence northerly along said east line on a curve to the left having a radius of 1530.00 feet, a central angle of 11 degrees 42 minutes 18 seconds, a chord bearing of North 04 degrees 16 minutes 32 seconds East, an arc distance of 312.56 feet; thence North 01 degree 34 minutes 36 seconds West along said east line a distance of 155.10 feet; thence South 74 degrees 21 minutes 44 seconds East a distance of 659.86 feet to a point on the east line of the Northeast Quarter of said Section 3; thence South 01 degree 34 minutes 47 seconds East along said east line a distance of 1054.15 feet to the Point of Beginning. Less that part taken for road purposes. Contains: 2,013,347.53 Sq. Ft. or 46.22 Acres more or less.

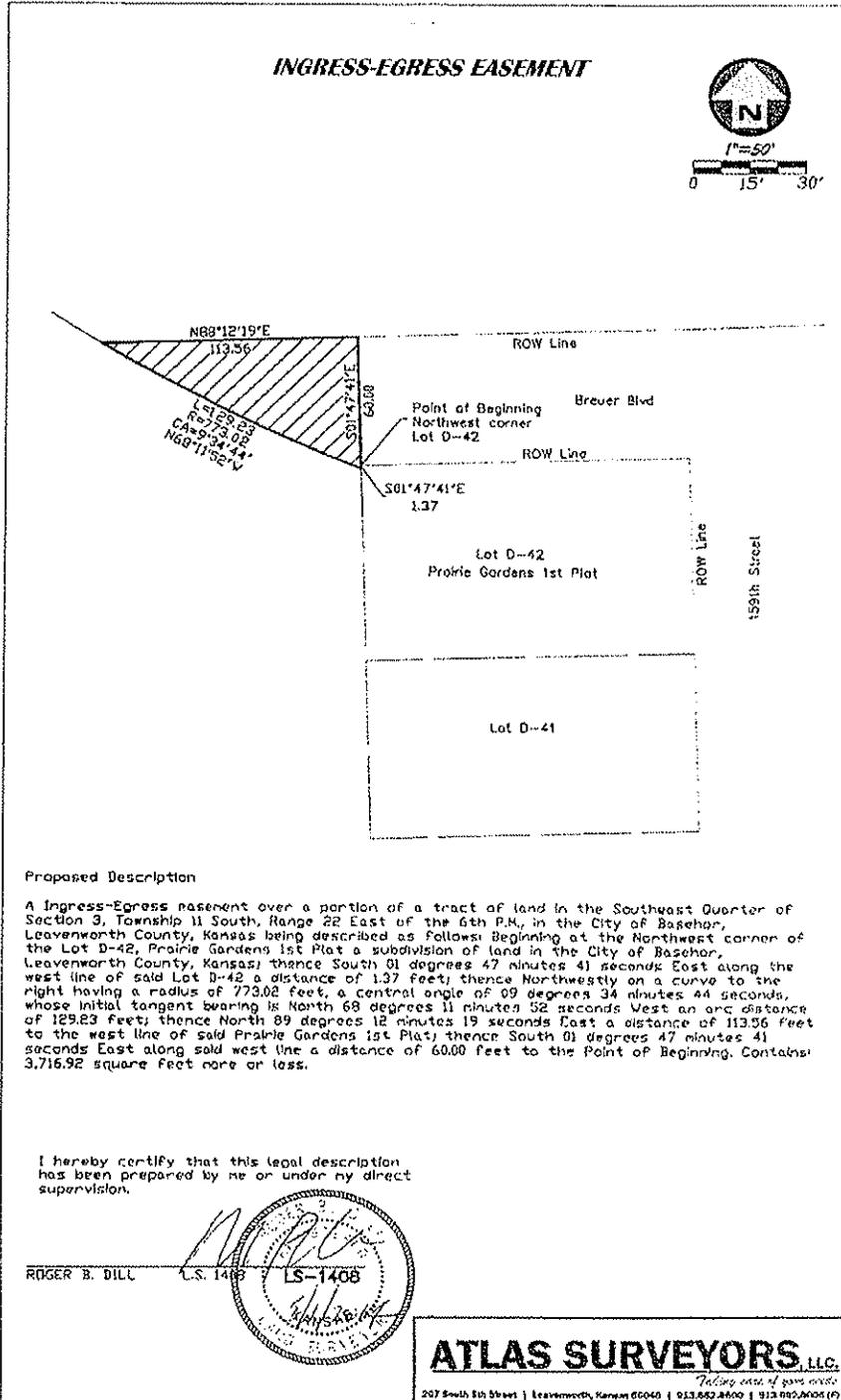
{32233 / 65827; 544242. }

207 S. 5th Street / Leavenworth, KS. 66048

EXHIBIT B
PROPERTY DEPICTION



**EXHIBIT C
ACCESS EASEMENTS**

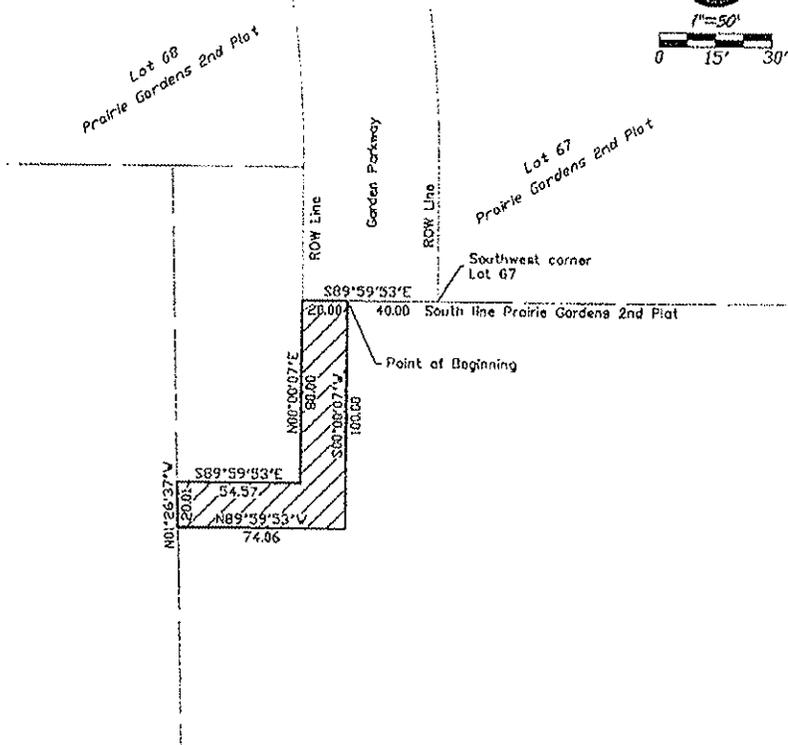


INGRESS-EGRESS EASEMENT



Lot 68
Prairie Gardens 2nd Plat

Lot 67
Prairie Gardens 2nd Plat



Proposed Description

A Ingress-Egress easement over a portion of a tract of land in the Northeast Quarter of Section 3, Township 11 South, Range 22 East of the 6th P.M., in the City of Basehor, Leavenworth County, Kansas being described as follows: Beginning at a point on the south line of Prairie Gardens 2nd Plat, a subdivision of land in the City of Basehor, Leavenworth County, Kansas, said point being 40.00 feet west of the Southwest corner of Lot 67 in said Prairie Gardens 2nd Plat; thence South 00 degrees 09 minutes 07 seconds West a distance of 100.00 feet; thence North 89 degrees 59 minutes 53 seconds West a distance of 74.06 feet; thence North 01 degrees 26 minutes 37 seconds West a distance of 20.01 feet; thence South 89 degrees 59 minutes 53 seconds East a distance of 54.57 feet; thence North 00 degrees 09 minutes 07 seconds East a distance of 80.00 feet to a point on said south line; thence South 89 degrees 59 minutes 53 seconds East along said south line a distance of 20.00 feet Point of Beginning. Contains: 3,006.30 square feet more or less.

I hereby certify that this legal description has been prepared by me or under my direct supervision.

ROGER B. DILL



ATLAS SURVEYORS, L.L.C.
Making sense of your world
 207 South 5th Street | Crownpoint, Kansas 66008 | 913.682.4000 | 913.682.6026 (F)

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 7

Topic: Capital Improvement Discussion

Action Requested: Review projects completed, to be completed and proposed.

Narrative: Council directed staff to come up with a project list which could then be prioritized and budgeted for in accordance with our comprehensive plan. We have composed a completed list, to be completed list and proposed project list for your review. (Lists will be provided at work session)

Presented by: Lloyd Martley, Chief of Police/City Administrator, Gene Myracle, City Superintendent, Mitch Pleak, City Engineer, Katherine Renn, City Clerk.

Administration Recommendation: N/A

Committee Recommendation: N/A

Attachments: None

Projector needed for this item?

No