AGENDA
BASEHOR CITY COUNCIL
March 16, 2015 - 7:00 p.m.
Basehor City Hall

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

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

   a. City Council Minutes
   b. Treasurer's Report
   c. Sam's Liquor Store License

3. **Call to Public**

Members of the public are welcome to use this time to comment about any matter relating to City business that is listed on this Agenda. The comments that are discussed under "Call to Public" may or may not be acted upon by the Council during this meeting. There is a five-minute time limit. (Please wait to be recognized by the Mayor then proceed to the podium; state your name and address).

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

New Business

5. **City Insurance Renewal – One Beacon**
6. **Indemnification Agreement – Resolution 2015-04**
7. **City Administrator's Report**
8. **Mayor's Report**
9. **Council Members Report**
10. **Executive Session** *(if needed)*
11. **Adjournment**

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

Minutes
Basehor City Council Meeting
Basehor City Hall, February 17, 2015

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

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

Council Members present: David K. Breuer, Travis Miles, Brian Healy, Ty Garver, Dick Drennon, and Vernon Fields.

Staff Present: Chief of Police/City Administrator, Lloyd Martley, City Engineer, Mitch Pleak, City Clerk, Katherine Renn, City Treasurer, Kristi Olson and City Attorney, Shannon Marcano.

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

a. City Council Minutes
b. Treasurer's Report

Councilman Healy moved to approve the consent agenda and Councilman Drennon seconded. The motion passed unanimously, 5-0.

3. Call to Public –
John Bonee – 15436 Christie Dr. – Mr. Bonee expressed his opposition for support of the Cornerstone Development Project. Mr. Bonee also expressed that his opposition had nothing to do with competition. He stated why do the tax payers have to pay for a senior living complex when he was quite capable of investing his own money in doing the same thing for the senior citizens of Basehor.

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

New Business

5. Cornerstone Development Project – Resolution 2015-03
Mr. Martley summarized the item and introduced the development director, Bobbi Jo Lucas. Mrs. Lucas gave a brief description of the Cornerstone Project and explained the funding and application process to the Council members. Mrs. Lucas simply asked for the City Council's support for this application of project and if the application were to be accepted she understands that this item would then come back to the Basehor Planning Commission and back to the City Council for final approval.

Councilman Garver moved to approve Resolution 2015-03 for support of Legacy Senior Residences Development project by Cornerstone Associates, LLC and Councilman Fields seconded. The motion passed unanimously, 5-0.

6. City Administrator's Report
Mr. Martley informed the City Council that Mize Houser would be coming in tomorrow, February 18, 2015 and Thursday, February 19, 2015 to perform the annual audit.

7. Council Members' Report
Councilman Fields just asked to keep warming centers in mind as the cold weather is here and to just keep the idea in mind for the future planning. Councilman Drennon asked when the new Dominoes would be opening and Mr. Pleak reported that it should be within the next 30 days.

8. Mayor's Report
Mayor Breuer reminded the City Council of the Planning Retreat date of March 27, 2015 at 9:00 a.m.

9. Executive Session - *(None at this time)*

10. Adjournment –
Councilman Healy moved to adjourn regular meeting at 7:45 p.m. and Councilman Fields seconded. Motion passed unanimously, 5-0.

_____
David K. Breuer, Mayor

Attest:

_____
Katherine M. Renn, City Clerk

CITY OF BASEHOR
FEBRUARY 2015 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$2,828,230	$746,638	$274,210	10%
Special Park	$73,000	$1,438	$272	0%
Sewer	$1,550,947	$308,354	$298,745	19%
Cedar Lake Maintenance	$40,000	$4	$5,085	13%
Bond & Interest	$1,464,781	$416,923	$84,434	6%
Solid Waste	$328,807	$52,974	$8,605	3%
Special Highway	$860,000	$111,158	$9,513	1%
Municipal Equipment Reserve	$173,000	$49	$120,522	70%
Capital Improvement	$20,000	$16,642	$0	0%
Employee Benefit	$560,868	$216,524	$120,790	22%
LCSD#3	$33,000	$8	$3,201	10%

Department

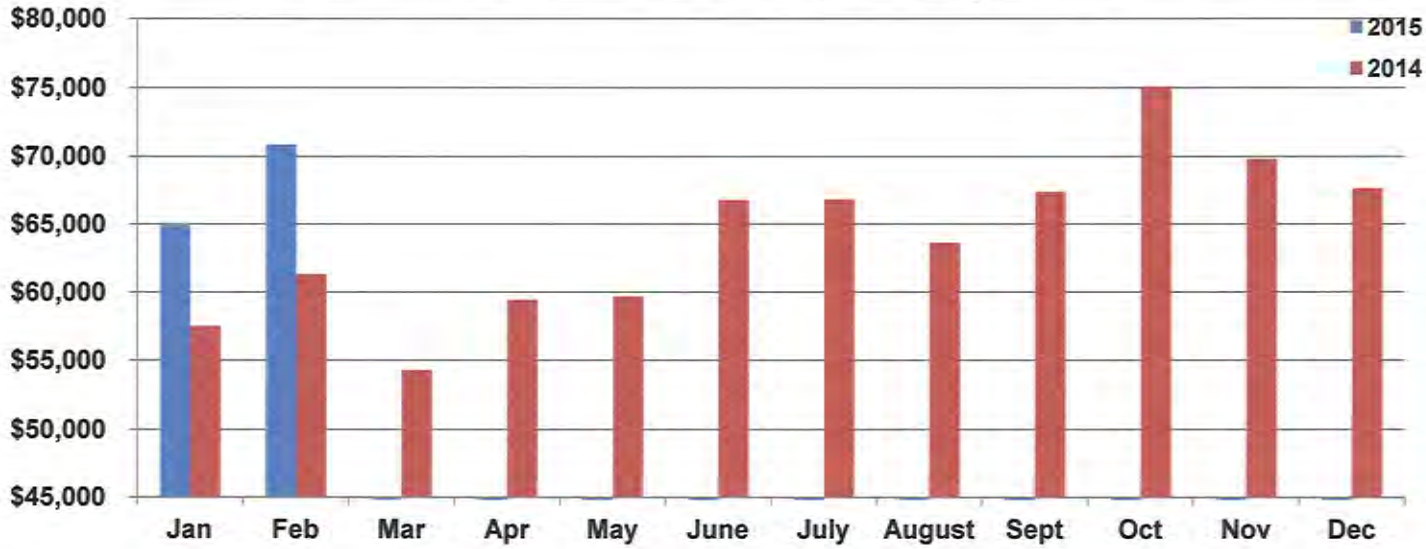
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	$346,547	$33,364	$313,183	10%
Street	$225,132	$23,696	$201,436	11%
Governing Body	$587,800	$26,390	$561,410	4%
Police	$895,035	$127,966	$767,069	14%
Facilities	$144,989	$14,397	$130,592	10%
Administrator	$247,870	$3,367	$244,503	1%
Park & Recreation	$74,942	$3,117	$71,825	4%
Miscellaneous	$112,700	$12,915	$99,785	11%
HR	$26,600	$3,282	$23,318	12%
Planning	$166,615	$25,717	$140,898	15%

MISC includes transfers out of general fund into MERF and Capital Improvements

MONTHLY SALES TAX COLLECTIONS 2011-2015

	2011	2012	2013	2014	2015	Monthly Diff. '14 - '15	% Difference	2014 YTD	2015 YTD	Diff. '14 -'15	% Difference
Jan	43,677.78	57,962.61	55,854.63	57,521.05	64,945.65	7,424.60	11.4%	57,521.05	64,945.65	7,424.60	11.4%
Feb	48,453.55	48,668.43	50,846.50	61,331.66	70,869.41	9,537.75	13.5%	118,852.71	135,815.06	16,962.35	12.5%
Mar	48,692.52	51,596.39	50,846.50	54,298.46							
Apr	42,633.11	42,372.82	48,009.19	59,434.83							
May	48,186.99	50,639.59	53,986.75	59,679.42							
June	47,682.94	55,921.34	60,215.87	66,757.64							
July	44,834.43	49,304.00	56,140.33	66,800.72							
Aug	49,903.11	55,484.63	60,644.35	63,635.42							
Sept	49,250.84	62,953.65	59,886.19	67,381.62							
Oct	51,883.08	57,986.12	59,634.13	75,075.03							
Nov	49,270.35	59,821.88	58,067.36	69,812.32							
Dec	51,874.96	49,586.00	58,821.13	67,635.00							
	576,343.66	642,297.46	672,952.93	769,363.17	135,815.06			176,373.76	200,760.71		
2015 TDD	$5,768.59										
2014 TDD	$26,026.15										

2014-15 Month to Month Comparison



SOLID WASTE FUND HIGHLIGHTS

For the Month of February 2015

MONTH	2014 SOLID WASTE COUNT	2015 SOLID WASTE COUNT	% DIFFERENCE
January	1,760	1,847	4.71%
February	1,761	1,852	4.91%
March	1,778		
April	1,790		
May	1,808		
June	1,817		
July	1,822		
August	1,828		
September	1,833		
October	1,847		
November	1853		
December	1850		
AVERAGE	1,812	1,850	4.81%

MONTH	2014 SOLID WASTE BILLED	2015 SOLID WASTE BILLED	% DIFFERENCE
January	$24,818.78	$25,963.34	4.41%
February	$24,974.62	$26,060.62	4.17%
March	$24,989.37		
April	$25,167.00		
May	$25,329.61		
June	$25,479.72		
July	$25,574.59		
August	$25,735.24		
September	$25,758.93		
October	$25,969.22		
November	$26,024.08		
December	$25,968.77		
TOTAL	$305,789.93	$52,023.96	

MONTH	2014 AVERAGE BILL	2015 AVERAGE BILL	% DIFFERENCE
January	$14.10	$14.06	-0.28%
February	$14.18	$14.07	-0.78%
March	$14.05		
April	$14.06		
May	$14.01		
June	$14.02		
July	$14.04		
August	$14.08		
September	$14.05		
October	$14.06		
November	$14.04		
December	$14.04		
AVERAGE	$14.06	$14.07	0.03%

SEWER FUND HIGHLIGHTS

For the Month of February 2015

MONTH	2014 SWR COUNT	2015 SWR COUNT	% DIFFERENCE
January	1863	1960	4.95%
February	1876	1960	4.29%
March	1891		
April	1906		
May	1920		
June	1928		
July	1933		
August	1934		
September	1940		
October	1948		
November	1954		
December	1955		
AVERAGE	1921		

MONTH	2014 SWR BILLED	2015 SWR BILLED	% DIFFERENCE
January	$91,681.27	$98,315.70	7.24%
February	$92,496.06	$99,121.87	7.16%
March	$91,753.37		
April	$94,279.20		
May	$98,923.62		
June	$97,113.31		
July	$97,177.47		
August	$100,096.98		
September	$99,208.77		
October	$98,594.66		
November	$98,616.61		
December	$97,746.39		
TOTAL	$1,157,687.71	$197,437.57	

MONTH	2014 AVERAGE SWR BILL	2015 AVERAGE SWR BILL	% DIFFERENCE
January	$49.21	$50.16	1.93%
February	$49.30	$50.57	2.58%
March	$48.52		
April	$49.46		
May	$51.52		
June	$50.37		
July	$50.27		
August	$51.76		
September	$51.14		
October	$50.61		
November	$50.47		
December	$50.00		
AVERAGE	$50.22	$50.37	0.29%

Check Register Report

Date: 02/20/2015
Time: 2:01 PM
Page: 1

City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST STATE BANK Checks							
22290	02/20/2015	Printed		B&W FIRE	B&W FIRE LLC	ANN FIRE EXT INSPECT/WWTF	323.80
22291	02/20/2015	Printed		BEN MEADOW	BEN MEADOWS	MEASURING DEVICE/F-250	1,030.03
22292	02/20/2015	Printed		BURKE	JESSE BURKE	REIMB PARTIAL BOND MONEY	205.00
22293	02/20/2015	Printed		LAW POLICE	CITY OF LAWRENCE	TRNG/PFLUMM,MARTLEY,BURNS	390.00
22294	02/20/2015	Printed		COLEMAN	COLEMAN EQUIPMENT INC	MISC PARTS/EQUPMT REPAIRS/PWD	344.02
22295	02/20/2015	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHGS	15,822.24
22296	02/20/2015	Printed		DLT SOLUTI	DLT SOLUTIONS	GOVT SUBSCRPTN RENEWAL/2015	973.84
22297	02/20/2015	Printed		ESRI	ENVIRONMENTAL SYSTEMS	MAINTENANCE-ARCGIS/PLANNING	700.00
22298	02/20/2015	Printed		ETS	ETS	CITYWIDE CREDIT CARD FEES	310.84
22299	02/20/2015	Printed		FASTENAL	FASTENAL COMPANY	MISC NUTS AND BOLTS/PWD	40.40
22300	02/20/2015	Printed		FOUTS	STEVE FOUTS	AERATED AND FERTILIZED/FOD	1,893.00
22301	02/20/2015	Printed		GCI CASTIN	GCI CASTINGS INC	MANHOLE RISERS/FIX COLL SYS	4,396.00
22302	02/20/2015	Printed		HAYNES EQU	HAYNES EQUIPMENT CO	VARIOUS GRINDER PUMP	8,286.33
22303	02/20/2015	Printed		HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	ICE CONTROL SAND-STORMS/PWD	495.36
22304	02/20/2015	Printed		HUMAN CAP	HUMAN CAPITAL CONSULTING	2015 LABOR LAW POSTER	30.00
22305	02/20/2015	Printed		JO CO GOVT	JOHNSON COUNTY GOVERNMENT	FACILITY FLOW TEST/1-8-15	562.00
22306	02/20/2015	Printed		KANSAS DEP	KANSAS DEPT OF AGRICULTURE	RENEW/FOOD SVC LIC/FOD	225.00
22307	02/20/2015	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/JAN/65	65.00
22308	02/20/2015	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
22309	02/20/2015	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB	7,126.32
22310	02/20/2015	Printed		LEAV COOP	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/WWTF,PWD	1,436.69
22311	02/20/2015	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES/JANUARY	192.50
22312	02/20/2015	Printed		LEAV TIMES	LEAVENWORTH TIMES	12 MONTH SUBSCRIPTION	100.96
22313	02/20/2015	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,284.90
22314	02/20/2015	Printed		MCAFEE HEN	MCAFEE HENDERSON SOLUTIONS	STORM WATER RVW/CHSTNT PROJ	4,620.00
22315	02/20/2015	Printed		MILLER	MILLER SIGN SHOPPE, LLC	LOGO DECAL/NEW F-250/PWD	180.00
22316	02/20/2015	Printed		NAT SIGN	NATIONAL SIGN COMPANY INC	REPLACE DAMAGED SIGN	1,198.40
22317	02/20/2015	Printed		OMNI-SITE	OMNI-SITE.NET	1 YR WIRELESS SVC/9 LIFTSTNS	2,700.00
22318	02/20/2015	Printed		PRETECH CO	PRETECH CORPORATION	CONCRETE/MANHOLE REPAIRS	912.00
22319	02/20/2015	Printed		RECORD NEW	RECORD NEWS	BUS CARDS/COURT FORMS	256.20
22320	02/20/2015	Printed		REGISTER	REGISTER OF DEEDS	LAREDO BILLING/RECORDING FEES	222.44
22321	02/20/2015	Printed		SPECTRA	SPECTRA	VARIOUS CHEMICALS/WWTF	2,243.28
22322	02/20/2015	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASH/PLAN/JANUARY	3.00
22323	02/20/2015	Printed		TOLLIS ENT	TOLLIS ENTERPRISES, INC.	40 NEW PERMIT BOXES	1,750.00
22324	02/20/2015	Printed		UNITED LAB	UNITED LABORATORIES	MISC MAINT ITEMS/WWTF	449.18
22325	02/20/2015	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	3,925.25
					36	**Checks Total (excluding void checks):**	**66,894.75**

2-20-15
Lloyd Martley
City Administrator

Katherine M. Renn 2-20-15
Katherine Renn
City Clerk

Kristi Olson 2-20-15
Kristi Olson
City Treasurer

Check Register Report

Date: 02/27/2015
Time: 12:54 PM
Page: 1

City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST STATE BANK Checks							
22326	02/27/2015	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/FEB	1,098.84
22327	02/27/2015	Printed		DATAMAX	DATAMAX	NEW PRINTER/CITY HALL	8,000.00
22328	02/27/2015	Printed		DELTA DENT	DELTA DENTAL OF KANSAS	GROUP DENTAL INSURANCE/MARCH	1,592.49
22329	02/27/2015	Printed		FISHNET SE	FISHNET SECURITY	KCJIS/3 YR KEY FOBS	50.84
22330	02/27/2015	Printed		HAYWARD L	LARRY HAYWARD	REIMB 2 DUP PYMTS	126.04
22331	02/27/2015	Printed		HUMAN CAP	HUMAN CAPITAL CONSULTING	MONTHLY HR SUPPORT/MARCH	500.00
22332	02/27/2015	Printed		KA-COMM	KA-COMM, INC.	UNIT #21/FULL SET UP/UNIT #11 REMOVAL	4,661.65
22333	02/27/2015	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE/JANUARY	59.85
22334	02/27/2015	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICE/FEBRUARY	387.00
22335	02/27/2015	Printed		RECORD PUB	THE RECORD PUBLICATIONS LLC	BUS CARDS-KOHL/LETTERHEAD/ENVELOPES	343.00
22336	02/27/2015	Printed		WRIGHT EX	WRIGHT EXPRESS	JAN 2015 FLEET FUEL CHARGES	1,694.00
				Total Checks: 11		**Checks Total (excluding void checks):**	**18,513.71**
						Bank Total (excluding void checks):	**18,513.71**
						Grand Total (excluding void checks):	**18,513.71**

3-2-15
Lloyd Martley
City Administrator

Katherine M. Renn
Katherine Renn
City Clerk

Kristi Olson 2/27/15
Kristi Olson
City Treasurer

Check Register Report

Date: 03/06/2015
Time: 3:21 PM
Page: 1

City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST STATE BANK Checks							
22337	03/06/2015	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/LTD/STD INS	729.40
22338	03/06/2015	Printed		ALLEN GIBB	ALLEN, GIBBS & HOULIK, LC	CONTRACTUAL SVCS/JANUARY	1,755.00
22339	03/06/2015	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	1,542.16
22340	03/06/2015	Printed		BIGGS/ANG	ANGELA BIGGS	REIMB FINE OVERPAY	81.00
22341	03/06/2015	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	19,033.50
22342	03/06/2015	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	153.78
22343	03/06/2015	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
22344	03/06/2015	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FINES	1,270.50
22345	03/06/2015	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	7,606.76
22346	03/06/2015	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,201.89
22347	03/06/2015	Printed		MCBRATNEY	KIANN MCBRATNEY	CITY PROSECUTOR FEES	400.00
22348	03/06/2015	Printed		MIZE	MIZE HOUSER & COMPANY INC	AUDIT FINANCIAL STMTS/FY 2014	10,350.00
22349	03/06/2015	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	450.00
22350	03/06/2015	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY	400.00
22351	03/06/2015	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	464.24
22352	03/06/2015	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	10,953.43
				Total Checks: 16		**Checks Total (excluding void checks):**	**58,592.43**

3-6-15
Lloyd Martley
City Administrator

Katherine M. Renn 3-6-15
Katherine Renn
City Clerk

3/6/15
Kristi Olson
City Treasurer

Memorandum

To: Lloyd Martley

CC: Mr. Mayor and City Council, Katherine Renn

From: Mark Lee, Building Official

Date: 3/16/2015

Re: New Liquor License

Mark Lee, Building Official Recommendations

Zoned in CP-2 "General Business" zoning district allows Sam's Liquor to sell liquor and alcoholic beverages as allowed by State law.

Staff has no objections to the issuance of a new 2015 license application. The new place of business has passed all necessary building code and fire code inspections as of February 10, 2015.

The City Clerk's office has confirmed that all permit and business license fees have been paid in full before issuance.

The Basehor Police Department also has no objections to the issuance of the license.

Respectfully,

Mark J. Lee

Mark J. Lee
Building Official

Kansas Alcoholic Beverage Control Division
Liquor License

Retailer's License

OWNER NAME: **Basehor Liquor & Smoke Shop LLC**
DBA: **Sam's Liquor**
ADDRESS: **15510 State Avenue Suite 2**
Basehor, KS 66007

LICENSE NO: 3272

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:
Allows the licensee to serve free samples of alcoholic liquor; make retail sales of alcoholic liquor; deliver alcoholic liquor in the original package to certain other licensees and other sales as authorized by K.S.A. 41-308.

Kansas
Department of Revenue

AGREEMENT:
By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Dean Reynoldson
Director, Alcoholic Beverage Control

Nick Jordan
Secretary of Revenue

EFFECTIVE: 02/02/2015 EXPIRES: 02/01/2017

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email abc.licensing@kdor.ks.gov if you have any:
- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at http://www.ksrevenue.org/abccontact.html

Contact the Miscellaneous Tax Segment at 785-368-8222 or email miscellaneous.tax@kdor.ks.gov if you:
- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 5

Topic: 2015/16 City of Basehor Property/Liability Insurance Renewal

Action Requested: Approve renewal for 2015/16 City of Basehor property liability insurance policy with One Beacon.

Narrative: The City's current property insurance will expire on March 31, 2015. Our insurance broker Reilly & Son's has provided a renewal quote for the time frame of April 1, 2015 through April 1, 2016. The premium for the renewal is from $60,753 to $61,674 which equates to a 1.5% increase. The City added several new pieces of equipment this year and staff feels the increase is proportionate with the additional required coverage. Staff has been very pleased with the service from One Beacon.

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

Administration Recommendation: Approve insurance policy renewal

Committee Recommendation: N/A

Attachments: Renewal Policy Term April 1, 2015 thru April 1, 2016

Projector needed for this item?

No

City of Basehor, Kansas
PO Box 406
Basehor, KS 66007

Policy term

April 1, 2015
to
April 1, 2016

ACCOUNT SERVICING TEAM

No matter how comprehensive or price competitive your insurance program is, it's still people who service it to ensure that the coverage will respond when it's needed. We feel our people are our greatest asset - courteous professionals who know that you expect and deserve the very best.

These are the people who will be handling your account:

J.R. REILLY	**AGENT**	jr.reilly@reillyinsurance.com
CYNDI FRY	**ACCOUNT MANAGER**	cyndi.fry@reillyinsurance.com
TAMMY WAGNER	**CLAIMS**	tammy.wagner@reillyinsurance.com

The Reilly Company
Leavenworth Office: 608 Delaware, Leavenworth, KS 66048
Phone: 913-682-1234; FAX: 913-682-8136
Kansas City Office: 11225 College Blvd., Ste 210, Overland Park KS
Phone: 913-708-8700; FAX: 913-708-8880

This presentation is designed to give you an overview of the insurance coverages we recommend for your company. It is intended only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

COMMERCIAL PROPERTY COVERAGE

Named Insured:	City of Basehor
Company Name:	One Beacon (rated A by A.M.Best)
Policy Term:	04/01/2015 to 04/01/2016
Cause of Loss:	Special Form including Breakdown & Earthquake
Deductible:	$5,000 / 25,000 Wind/Hail / 50,000 on Earthquake
Valuation:	Replacement Cost

Blanket Building and Business Personal Property Limit	**$10,475,456**
(Items included in Blanket limt are Bolded below)	
Earthquake Limit	**$10,000,000**
Blanket Business Income w/Extra Expense	**$ 500,000**

	Location	Coverage	Limits
1)	2620 N. 155th Street Basehor (City Hall)	Building Contents	**486,081** **112,000**
2)	N.155th St. & State Ave. Basehor	Welcome-Sign-Metal Property in Open	3,277
3)	N. 142nd St. & Parallel Basehor	Welcome Sign-Metal Property in Open	3,277
4)	15940 Leavenworth Rd. Basehor	Gazebo, Environmental Classroom/Playground, Picnic tables & grills Property in Open	76,431
5)	2300 N. 158th St. Basehor	Building Wastewater treatment, Fence, Lights, Control Panel, Holding tank & pumps Contents	**9,508,590** **50,000**
6)	2300 N. 158th, Basehor Smith Loveless #SN16-47292	Lift Station Prop in Open	150,000

Location	Coverage	Limits
7) 1512 N. 155th Basehor # USEMCO5594	Lift Station Property in Open	40,000
8) 2442 Crestwood St. Basehor #FLYGT93801	Lift Station Property in Open	40,000
9) 575 N. 155th St. Basehor #FX-01151-P	Lift Station Property in Open	60,000
10) 16575 State Ave. Basehor #1608251N	Lift Station Property in Open	60,000
11) 15940 Leavenworth Basehor	Shelter House Property in Open	**12,016**
12) 15940 Leavenworth Basehor	Restrooms Building	**32,769**
13) 1312 N. 150th St. Basehor #FX-01067	Lift Station Property in Open	40,000
14) 20005 163rd St Basehor #00-504-SJP	Lift Station Property in Open	124,000
15) 14310 Donahoo Rd. Basehor #11-07195V	Lift Station Property in Open	124,000
16) 15120 State Ave. Basehor #FX-01096-V	Lift Station Property In Open	66,000
17) 22539 141st Terrace Basehor #FX-01199-P	Lift Station Property in Open	66,000
18) 18236 153rd St. Basehor #16-08029-S	Lift Station Property in Open	40,000

Location	Coverage	Limits
19) 16300 Garden Parking Basehor Fox Ridge Station #16-08187N	Lift Station Property in Open	40,000
20) 19155 166th St. Basehor Hidden Ridge, #28-00251K	Lift Station Property in Open	90,000
21) 2301 N. 158 Basehor Town Center, #16-08601-00F	Lift Station Property in Open	160,000
22) 14333 Fairmont Road Basehor Field Of Dreams	Building/Office	**70,000**
	Contents/Office	**50,000**
	Building/Equipment Garage	**40,000**
	Contents/Equipment Garage	**15,000**
	Building/Concession	**70,000**
	Contents/Concession	**20,000**
	Building/Ticket Booth	**4,000**
	Contents/Ticket Booth	**1,000**
	Building/Parking Booth	**3,000**
	Contents/Parking Booth	**1,000**
	Property in Open/Fences	232,000
	Property in Open/Lights	120,000
	Property in Open/Bleachers	19,200
	Property in Open/Water Fountain	8,500
	Property in Open/Scoreboards	45,000
23) 2712 N. 158th St. Hickory Valley Subdivision #16-4729-Z	Lift Station Property in Open	40,000
24) 15458 Evans Road Sewer Dist #3 #16-08758-P	Lift Station Property in Open	90,000
25) 15930 Conley Road BL Elementary School #16-08589-00-S	Lift Station Property in Open	90,000

Key Exclusions: Flood and Losses due to Virus/Bacteria

Automatic Coverage Extensions

Property Policy Coverage Enhancements

Bucket Per Occurrence/can be used for any of the items below	$500,000 Limit

Personal Effects of Officers, Partners & Employees
Valuable Papers/Property
Accounts Receivable
Outdoor Property
Fine Arts - Per Item $10,000
Computer Hardware and Media
Fire Extinguisher and Automatic
Extinguishing System Recharge
Emergency Response Service Charge
Conditional Sales Agreement
Decreased value of Stock due to
Damage to another part or parts of Stock
Tenants Improvements & Betterments
Electronic Data Damage or
Destruction from Inland Marine
Causes of Loss
Electronic Data Loss of Income and
Extra Expense from Inland Marine

Additional Coverages	Limits	Deductible
Equipment Breakdown	Included	
Expediting Expenses	$ 100,000	
Hazardous Substances	$ 100,000	
Perishable Goods	$ 100,000	
CFC Refrigerants	$ 100,000	
Employee Theft	$ 250,000	$5,000
ERISA Employee Theft	$ 25,000	0
Forgery & Alteration	$ 50,000	$5,000
Computer Fraud	$ 100,000	$5,000
Backup of Sewers or Drains	$ 100,000	$5,000
Property in Transit	$ 50,000	$5,000
Property at Other Locations	$ 50,000	$5,000
Crime Limit of Insurance	$ 25,000	$5,000
Money and Securities		
Money Orders and Counterfeit Paper Currency		
Inside the Premises - Robbery or Safe Burglary of Other Property		
Cyber Vandalism – Employee	$ 50,000	$5,000
Non-Employee	$ 10,000	$5,000
Building Ordinance or Law		
Coverage A Included in building		
Coverage B & C	$500,000	
Pollutant Clean Up & Removal	$100,000	$5,000
Debris Removal	$250,000	$5,000

EQUIPMENT FLOATER

Named Insured: City of Basehor
Company Name: One Beacon (rated A by A.M.Best)
Policy Term: 04/01/2015 to 04/01/2016

Cause of Loss: Special Form subject to policy exclusions
Valuation: Actual Cash Value with 80% Coinsurance
Deductibles: $ 1,000

Limits	Coverage Description
$ 122,781	Scheduled Equipment
$ 80,100	Scheduled Handheld/Mobile Radios
$ 50,000	Unscheduled Equipment (Maximum any one item $2,500)
$ 2,500	Employee Tools
$ 80,000	Leased or Rented from Others (Maximum any one item $1,000)

SCHEDULED EQUIPMENT

Item #	Equipment Description	ID/Serial Number	Value
001	1997 Case Uniloader & Attachments	Mod. #1845C	$ 17,500
002	1006 Generator Model 20DS60	TO FOLLOW	$ 16,000
003	11 Ft. Lawton Snow Plow	M-RO-1044	$ 3,500
004	10 Ft. Henderson Salt/Sand Spreader	5P262	$ 3,500
005	John Deere 997 72inch N 997 ZTRAK	DM9975C020420	$ 7,000
006	9 Ft. Henderson Salt/Sand Spreader	FSP 9MS HYD	$ 3,495
007	9 Ft. Western Pro Plus Ultra Mount Snow Plow	1UTPP90	$ 3,468
008	2003 John Deere 6320 & Attachments	12G168504	$ 38,000
009	John Deere Tractor	W0300XX005991	$ 14,000
010	Kubota ZD21F-60P Mower	63217 & 42140	$ 4,000
011	Kubota	RTV900XTW-H	$ 12,318

SCHEDULED HANDHELD/MOBILE RADIOS

Item #	Equipment Description/Radios	ID/Serial Number	Value
001	Hand Held Radio XTS2500	205CJM5858	$ 3,300
002	Hand Held Radio XTS2500	205CJM5859	$ 3,300
003	Hand Held Radio XTS2500	205CJM5860	$ 3,300
004	Hand Held Radio XTS2500	205CJM5861	$ 3,300
005	Hand Held Radio XTS2500	205CJM5862	$ 3,300
006	Hand Held Radio XTS2500	205CJM5863	$ 3,300
007	Hand Held Radio XTS2500	205CJM5864	$ 3,300
008	Hand Held Radio XTS2500	205CJM5865	$ 3,300
009	Hand Held Radio XTS2500	205CJM5866	$ 3,300
010	Hand Held Radio XTS2500	205CJM5867	$ 3,300
011	Hand Held Radio XTS2500	205CJM5868	$ 3,300
012	Hand Held Radio XTS2500	205CJM5869	$ 3,300
013	Hand Held Radio XTS2500	205CJM5870	$ 3,300
014	Hand Held Radio XTS2500	205CJM5871	$ 3,300
015	Hand Held Radio XTS2500	205CJM5872	$ 3,300
016	Mobile Radio XLT2500	514CJM4232	$ 3,060
017	Mobile Radio XLT2500	514CJM4233	$ 3,060
018	Mobile Radio XLT2500	514CJM4234	$ 3,060
019	Mobile Radio XLT2500	514CJM4235	$ 3,060
020	Mobile Radio XLT2500	514CJM4236	$ 3,060
021	Mobile Radio XLT2500	514CJM4237	$ 3,060
022	Mobile Radio XLT2500	514CJM4238	$ 3,060
023	Mobile Radio XLT2500	514CJM4239	$ 3,060
024	Mobile Radio XLT2500	514CJM4240	$ 3,060
025	Mobile Radio XLT2500	514CMR2525	$ 3,060

COMMERCIAL GENERAL LIABILITY COVERAGE

Named Insured: City of Basehor
Company Name: One Beacon (rated A by A.M.Best)
Policy Term: 04/01/2015 to 04/01/2016

Coverage Written On: [x] Occurrence Form

Limits	Coverage Description
$ 1,000,000	Each Occurrence - Bodily Injury and Property Damage
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate
$ 1,000,000	Personal and Advertising Injury
$ 300,000	Fire Damage (any one fire)
$ 0	Medical Expense (any one person)
$ 1,000	Deductible
$ 1,000,000	Employee Benefits Liability Each Employee/Claims Made Form
$ 2,000,000	Employee Benefits Liability Aggregate
$ 1,000	Employee Benefits Liability Deductible

Includes:

Premises and Operations
Products and Completed Operations
Owners and Contractors Liability
Contractual Liability
Employees as Additional Insureds
Broad Form Property Damage Liability
Host Liquor Liability
Incidental Medical Malpractice
Non-Owned Watercraft Liability (under 26 feet)
Limited Worldwide Products

COMMERCIAL GENERAL LIABILITY
SCHEDULE OF EXPOSURES

(S) GROSS SALES - PER $1,000/SALES (A) AREA - PER 1,000/SQ. FT. (M) ADMISSIONS - PER 1,000/ADM
(P) PAYROLL - PER $1,000 PAY (C) TOTAL COST - PER $1,000/COST (U) UNIT - PER UNIT (T) OTHER

Classification	Class Code
General Purpose Government Risks organized as cities, towns, townships, villages or boroughs	44114
Street, Roads, Highways, Bridges-existence and maintenance hazard only	48727

Refer to policy for all conditions and exclusions

Key Exclusion: Employment Related Practices (see Linebackers coverage)

LINEBACKER COVERAGE

Named Insured: City of Basehor
Company Name: One Beacon (rated A by A.M.Best)
Policy Term: 04/01/2015 to 04/01/2016

Coverage Written On: [X] Claims-Made Form
Retroactive Date: 2-15-92

Available Extended Reporting Period: (unlimited)

Limits	Coverage Description
$ 1,000,000	Each Loss
$ 2,000,000	Aggregate for Each Policy Term
$ **5,000**	Deductible per Loss

Who is an Insured:

- The "Organization" named in the Declarations
- The "Organization's" past, present or future lawfully elected, appointed or employed officials.
- Lawfully appointed members of the commissions
- Boards or other units operated under your jurisdictions and within an allocation of your total operating budget provided, however, that none of the above are insured's with respects to operations involving schools, airports, transit authorities, hospitals, nursing homes, housing, or port authorities, gas or utilities unless specifically endorsed onto this policy.
- "Volunteers" past, present or future while conducting the business of the "organization".
- "Employees" past, present or future of the "organization" while acting within the course and scope of their employment for the "organization".
- "Insured" **does not include** any person working on retainer and/or as an independent contractor.

Linebacker Form: CL7001

Coverage A Public Officials Liability
Coverage B Employment Practices Liability

Note: Refer to policy and forms for all terms and conditions.

LAW ENFORCEMENT OCCURRENCE

Named Insured: City of Basehor
Company Name: One Beacon (rated A by A.M.Best)
Policy Term: 04/01/2015 to 04/01/2016

Coverage Written On: Occurrence Form

Limits	Coverage Description
$ 1,000,000	Each Occurrence
$ 2,000,000	Aggregate Limit
$ 5,000	Medical Expense (any one person)
$ **5,000**	Deductible each wrongful act

Who is an insured:

- The insured named in the Declarations
- Your employees, but only for acts within the scope of their employment by you.
- Volunteers or auxiliary while performing law enforcement activities for you at your request.
- Any elective or appointive officer or a member of any board or commissioner or agency of yours while acting within the scope of their duties as such.

Coverage and Forms:
Law Enforcement Liability
Prior Acts Endorsement Retro Date 2/15/92

Full Time Peace Officers **12**

Exclusion: Mold, Other Fungi, or Bacteria Exclusion Endorsement

COMMERCIAL AUTOMOBILE COVERAGE

Named Insured: City of Basehor
Company Name: One Beacon (rated A by A.M.Best)
Policy Term: 04/01/2015 to 04/01/2016

Limits	Coverage Description
$ 500,000	Combined Single Limit - Bodily Injury & Property Damage
$ 500,000	Uninsured Motorists
$ 500,000	Underinsured Motorists
$ 2,000	Medical Payments

Includes: [X] Non-Owned Auto Liability
[X] Hired Auto Liability

Additional Conditions and Endorsements
Hired Auto Physical Damage $ 30,000
Comprehensive $ 500 Ded.
Collision $ 1000 Ded.

Commercial Automobile Schedule

Veh #	Year	Vehicle Make Vehicle Model Serial Number	Premium	Liab	Med Pay	UM	Comp Deductible	Collision Deductible
001	1999	Ford F350 Truck – Pub. Wks 1FDWF373XEE77292	$ 319	X	X	X	$ 500	$ 1,000
002	1999	Trailer 16 FT. – Pub Wks. FSL14HDE102	$ 19	X	X	X		
003	2000	Ford Taurus – City Admin. 1FAFP5327YA237970	$ 314	X	X	X	$ 500	$ 1,000
004	2000	Ford F250 Truck – Pub Works 3FTNF21F7YM59915	$ 315	X	X	X	$ 500	$ 1,000
005	2001	Ford F350 Dump Truck – Pub Works 1FDX37F91ED33556	$ 298	X	X	X	$ 500	$ 1,000
006	2002	Ford Ranger – Pub. Works 1FTXR15E02PB11021	$ 315	X	X	X	$ 500	$ 1,000
007	2003	Kenworth Dump Truck – Pub. Works 2NKMHY8X03M899037	$ 383	X	X	X	$ 500	$ 1,000

Commercial Automobile Schedule

Veh #	Year	Vehicle Make Vehicle Model Serial Number	Premium	Liab	Med Pay	UM	Comp Deductible	Collision Deductible
008	1999	Ready Bilt 17' Dove Tail Trailer – Pub. Works 47SS142T7X1015526	$ 19	X	X	X		
009	2008	Ford F475 1 ½ Ton Truck – Pub. Wks 1FDXF47R58EC53401	$ 420	X	X	X	$ 500	$ 1,000
010	2008	Ford Ranger w/Equipment - Police 1FTZR15E78PA03195	$ 570	X	X	X	$ 500	$ 1,000
011	2009	Ford Crown Victoria—Public Works 2FAHP71V19X126762	$ 618	X	X	X	$ 500	$ 1,000
012	2011	Chevrolet Silverado—Public Works 1GCNKPEX0BZ422203	$ 416	X	X	X	$ 500	$ 1,000
013	2011	Craftco Supershot 125D Paving Trailer-Public Works 1C9SY1012B1418227	$ 132	X	X	X	$ 500	$ 1,000
014	2011	Chevrolet Impala -- Police 2G1WD5E33C1160809	$ 698	X	X	X	$ 500	$ 1,000
015	2013	Ford Taurus -- Police 1FAHP2M84DG104133	$ 728	X	X	X	$ 500	$ 1,000
016	2013	Ford Taurus -- Police 1FAFP2M88DG104135	$ 728	X	X	X	$ 500	$ 1,000
017	2013	Ford Taurus -- Police 1FAFP2M8XDG104136	$ 728	X	X	X	$ 500	$ 1,000
018	2014	Ford Explorer – Police 1FM5K8AR0EGA70703	$ 728	X	X	X	$ 500	$ 1,000
019	2014	Ford Taurus – Police 1FAHP2MK6EG124221	$ 728	X	X	X	$ 500	$ 1,000
020	2014	Ford Taurus – Police 1FAHP2MK8EG124222	$ 728	X	X	X	$ 500	$ 1,000
021	2015	Ford F550 Pickup-Public Works 1FDUF5HT2FEA52636	$ 434	X	X	X	$ 500	$ 1,000
022	2015	Ford F250-Public Works 1FT7X2BT8FEC15523	$ 495	X	X	X	$ 500	$ 1,000
023	2015	Ford Explorer-Police 1FM5K8AR7FGB51585	$ 737	X	X	X	$ 500	$ 1,000
024	2015	Ford Taurus-Police 1FAHP2MK6FG133681	$ 737	X	X	X	$ 500	$ 1,000
025	2015	Ford Taurus 1FAHP2MK8FG133682	$ 737	X	X	X	$ 500	$ 1,000

PREMIUM COMPARISON

DESCRIPTION OF COVERAGE	PREMIUM 2014/15	PREMIUM 2015/16
Property, Equipment Breakdown & Earthquake	$ 25,568	$ 27,024
Commercial Inland Marine Equipment & Computers	$ 1,464	$ 1,464
Commercial General Liability Employee Benefit Liability	$ 9,042	$ 10,037
Linebacker & Law Enforcement Coverage	$ 11,743	$ 10,970
Commercial Auto (2014/15 term is annualized)	$ 12,936	$ 13,091
Total Estimated Premium	**$ 60,753**	**$ 62,586**

2013/14 Premium: 53,860
2012/13 Premium: 47,194
2011/12 Premium: 44,652
2010/11 Premium: 50,816
2009/10 Premium: 42,785
2008/09 Premium: 42,380
2007/08 Premium: 41,523

Billing/Agency Bill/Annual Pay

Terrorism can be rejected-saves $912

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic: Lease, Indemnification and Hold Harmless Agreement

Action Requested: Approve Resolution 2015-04 approving and authorizing the execution of Lease, Indemnification and Hold Harmless Agreement between Andrew Breuer and the City of Basehor.

Narrative: Prior to the City purchasing the land on 158th St. for the City Campus, Andrew Breuer was under a lease agreement with Basehor Prairie Farms, LLC (previous owner) to farm and perform farming related activities and to harvest the crops grown on the land. After the land was purchased the City entered into an agreement with Andrew Breuer to farm the land through 2014 with the intent that the agreement to farm would be extended with a new lease between Andrew Breuer and the City for 2015. It is the City's desire to enter a new lease agreement with Andrew Breuer to allow him to perform farming related activities for 2015 and thereafter for an annual lease payment of seventy-five dollars ($75) per acre of actively farmed land.

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

Administration Recommendation: Approve Resolution 2015-04 approving and authorizing the execution of the lease, indemnification and hold harmless agreement between Andrew Breuer and the City of Basehor.

Committee Recommendation: N/A

Attachments: Lease, Indemnification and hold harmless agreement
Resolution 2015-04

Projector needed for this item?

No

RESOLUTION NO. 2015-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF LEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BETWEEN ANDREW BREUER AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

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

WHEREAS, Andrew Breuer ("Farmer") has previously farmed and performed farming related activities on the Land under that certain Indemnification and Hold Harmless Agreement between the City and Farmer; and

WHEREAS, the City desires to extend the agreement to farm with the approval of a new lease between the City and Farmer, under the conditions more fully set out in the Lease, Indemnification and Hold Harmless Agreement, attached as Exhibit A.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Lease, Indemnification and Hold Harmless Agreement, attached as Exhibit A.

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

ADOPTED by the Governing Body this 16th day of March, 2015.

SIGNED by the Mayor this 16th day of March, 2015.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

EXHIBIT A

Lease, Indemnification and Hold Harmless Agreement

LEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THIS LEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Lease Agreement") is made and entered into this ____ day of _____, 2015, by and between Andrew Breuer ("Farmer") and the City of Basehor, Kansas ("City").

WITNESSETH THAT:

WHEREAS, the City is the present owner of certain real estate located in Basehor, Leavenworth County, Kansas, as described in the legal description attached as Exhibit A (the "Land"); and

WHEREAS, the Farmer was under lease with Basehor Prairie Farms, L.L.C., the former owner of the Land ("Former Owner"), to farm and perform farming related activities and to harvest the crops grown on the Land during the current growing season and to share one-third (1/3) of the profits with Former Owner ("Prior Lease"); and

WHEREAS, such Prior Lease was negotiated prior to the City's purchase of the Land; and

WHEREAS, the City previously entered that certain Indemnity and Hold Harmless Agreement to allow the Farmer to proceed with farming related activities through the harvest of the crop of the then current growing season (2014) under the Prior Lease with the intent that the agreement to farm would be extended with a new lease between the Farmer and the City for 2015; and

WHEREAS, the City desires to enter a new lease with the Farmer to allow the Farmer to perform farming related activities in 2015 and thereafter, and receive an annual lease payment of ninety dollars ($75) per acre of actively farmed land ("New Lease"); and

WHEREAS, the Farmer, his heirs, successors and/or assigns is willing to obtain insurance and indemnify, defend and hold harmless the City against any claims, damages, liability, losses, costs and expenses including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with this Agreement and/or use of the Land for farming activities under the Prior Lease and/or the New Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. That the term of the New Lease with Farmer shall be for the period beginning January 1, 2015 and ending December 31, 2015.

2. That the New Lease may be renewed for additional one-year periods not to exceed five additional years upon the agreement of both parties.

3. That the New Lease will terminate when the City begins development of the Land or needs the Land for any reason.

4. The Farmer covenants and agrees to pay the City as rent for the Land an annual lease payment of ninety dollars ($75) per acre of land actively farmed. Should the New Lease be extended, the rent may be renegotiated as determined by the City. The rent is due on or before December 31 of the year in which the Land is being leased.

5. The Farmer agrees to apply best management practices to include erosion practices as set forth in an approved nutrient management program.

6. The Farmer agrees to maintain all areas of the Land not being actively farmed by mowing, controlling noxious weeds and performing similar maintenance activities in accordance with the City's property maintenance code.

7. The Farmer agrees to use all precautions to prevent mud or soil to be transported from adjacent areas to this leased Land in order to prevent infestations and nuisances of any type.

8. That the Farmer shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Lease, Contractor shall supply such insurance, if available, at Contractor's cost. Policies containing a self-insured retention are unacceptable to City.

a. Commercial general liability insurance with limits of $1,000,000 per occurrence and $1,000,000 aggregate, written on an "occurrence" basis. The policy may not include a contractual liability limitation endorsement, and shall be written or endorsed to include the following provisions:

1. Severability of interests coverage applying to Additional Insureds (defined below);

2. Contractual liability to City, Additional Insured and third parties;

3. Per project aggregate liability limit or, where not available, the aggregate limit shall be $1,000,000; and

4. Additional Insured endorsement, ISO form CG 20 10 07 04, its current edition, or its equivalent as acceptable to City.

b. Workers' compensation and employer's liability Insurance shall be provided in accordance with statutory limits. Employer's liability insurance shall be

provided in amounts not less than $100,000 per accident for bodily injury by accident, $500,000 policy limit by disease, and $100,000 per employee for bodily injury by disease.

c. Commercial automobile liability insurance with a limit of $1,000,000 per occurrence, covering owned, hired and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a commercial business auto form, or an equivalent acceptable to City, and will protect against claims arising out of the operation of motor vehicles by Contractor as to acts done in connection with this Agreement.

d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The commercial general and automobile liability insurance specified above shall provide that City and its agencies, officials, officers and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement (the "Additional Insureds"). Contractor shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and Additional Insureds. The certificate shall be on a form acceptable to City.

e. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Kansas to do business in Kansas.

f. Regardless of any approval by City, it is the responsibility of Contractor to maintain the required insurance coverage in force at all times. Contractor's failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

9. That the Farmer and his heirs, successors and assigns shall indemnify, defend and hold harmless the City and any of its agencies, officers or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with this Agreement and/or use of the Land for farming activities under the Prior Lease and/or New Lease, caused in whole or in part by the Farmer, its employees, agents or subcontractors, or caused by others for whom the Farmer is liable, regardless of whether or not caused in part by any act or omission of the City, its agencies, officials, officers or employees.

10. That no hunting fishing, trapping, dumping or storing of other materials is permitted by the Farmer or any other person on the Land.

11. That in the process of using farm machinery, should the Farmer spill any petroleum or other hazardous products on the Land, the Farmer shall be responsible for the cleanup of same. Should the Farmer not clean up the spills in a timely and satisfactory manner, the City may have the Land cleaned and bill farmer for all costs.

12. That the Farmer accepts the Land for use "AS IS".

13. That the New Lease shall be between the parties hereto and their respective successors in interest and may not be assigned or sublet by the Farmer without written consent from the City.

14. That the Farmer agrees that any failure or refusal to perform any material provision of the New Lease shall give the City the right to terminate the New Lease, in addition to damages and all other remedies provided by law. Such termination shall become effective thirty days after written notice of termination specifying that delinquency has been served upon the Farmer by certified or registered mail, unless during the thirty day period the Farmer has cured the delinquency.

15. The Farmer and the City acknowledge that if a major weather event occurs, the City may have the need to deposit fallen trees and other debris on the property. In such event, the City will take reasonable steps to avoid or minimize any damage to the Farmer's crops.

16. That notices shall be in writing and delivered to:

City:

City of Basehor

City Administrator

P.O. Box 406

Basehor, Kansas 66007

Farmer:

Andrew Breuer

17607 198th Street

Tonganoxie, KS 66086

17. That this Lease Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns, and be a covenant which runs with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in Basehor, Kansas on the day and year above written.

Andrew Breuer

By:_____

Date:_____

City of Basehor

By:_____

David K. Breuer, Mayor

Attest:_____

Katherine M. Renn, City Clerk

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.