Agenda

Basehor City Council
Work Session

April 6, 2015 - 7:00 p.m.
Basehor City Hall

1. Public Hearing – Flood Plain – Ordinance No. 650
2. Agriculture Lease Agreement – Resolution 2015-05
3. Executive Session *(If Needed)*

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

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 1

Topic: Conduct Public Hearing amending existing floodplain management mapping and regulations.

Action Requested: Conduct Public Hearing.

Narrative:
The State of Kansas, Division of Water Resources with support from FEMA are in the process of updating floodplain mapping throughout Leavenworth County. Staff has been working with the State and FEMA officials since 2012. The revised maps will resolve many issues within the City regarding the floodplain. However, four properties within the City may or will potentially be affected in a negative fashion by the issuance of the proposed floodplain maps. As part of the revisions, the State conducted a public hearing regarding the revisions. Such public hearing was published in the Basehor Sentinel twice and once in the Federal Register for a ninety day appeal process. Staff went further and informed the four property owners via mail. The appeals process ended with no members of the public coming forward.

Ordinance 650 will be considered on April 20th to approve the amended floodplain mapping. Ordinance 650 also clarifies language from City Code as well.

Amended floodplain management mapping is available for inspection at City Hall. Amended floodplain management mapping will be available at the public hearing as well.

Presented by: Mark Lee, Floodplain Administrator and Mitch Pleak, City Engineer

Administration Recommendation:
Conduct Public Hearing.

Committee Recommendation:

Attachments:
Memo (2 pages)
Public Notice (1 page)
Ordinance 650 (5 pages)
Amended floodplain management mapping will provided for the public hearing.

Projector needed for this item? No

Memorandum

To: Lloyd Martley

CC: Mr. Mayor and City Council, Katherine Renn, Mitch Pleak

From: Mark Lee, Building Official, Floodplain Administrator, Codes Enforcement Officer

Date: 3/3/2015

Re: Updated Floodplain Maps and Ordinance Revisions

Mark Lee, Floodplain Administrator Recommendations

For two years the State of Kansas, Division of Water Resources with support from FEMA have been working on updating floodplain mapping and conducting new studies throughout several counties in Kansas, with Leavenworth being one of those counties.

Preliminary floodplain maps were delivered to staff on March 28, 2014 and several review meetings and discussions with state officials and other communities took place after this. In all, the major issues we had regarding the floodplain have been resolved. There are four properties within the City of Basehor that may or will potentially be affected in a negative fashion by the issuance of these new floodplain maps. These four properties were not currently located in the floodplain per maps issued in 2009. After new flood studies and Lidar mapping these properties have now been determined to be located in or very near the floodplain.

Along with these preliminary maps, was a public outreach notice, prepared by staff, and sent to effected property owners. This notice outlined the requirements for an appeals process and timeline in which to request one. No appeals were made by any residents located within the City of Basehor.

Pursuant to publication of the proposed flood hazard determinations for Leavenworth County, Kansas and Incorporated areas as published in the Basehor Sentinel on or about June 26, 2014 and again on July 3, 2014 and subsequently published in the Federal Register by the Department of Homeland Security, Federal Emergency Management Agency and a statutory ninety (90) day appeal process which began on July 3, 2014 and ended on October 1, 2014.

The appeals process that was set forth by FEMA has ended and with no members of the public coming forward during that process any discretion now must go through all the proper channels and processes in order to alleviate any floodplain concerns that may arise.

The preliminary maps are set to go final in July of 2015, along with these new maps our Floodplain Development Ordinance must also be revised to reflect the new map dates, there were also several areas that should have read differently than what made it into the original

ordinance #557.

- The minimum height above the base floodplain depth was intended to be two (2') feet. The changes were not made in the original ordinance #557 but were penciled in at some later time; these changes are visible on the ordinance on file.

This ordinance, as revised, per State regulations was sent to David Barfield, Chief Engineer, Department of Agriculture, Division of Water Resource, for review, was approved as submitted and returned for City Council consideration. These regulations must be updated, passed by Council and returned back to the Division of Water Resources as soon as possible to ensure the city remains a participant in the National Flood Insurance Protection Program and continues to receive the benefits of said program.

Respectfully,

Mark J. Lee
Building Official
Floodplain Administrator
Codes Enforcement Officer

(Published in The Chieftain, March 12, 2015)

CITY OF BASEHOR

NOTICE OF PUBLIC HEARING

AMENDMENT OF EXISTING FLOODPLAIN MANAGEMENT REGULATIONS, CHAPTER 18; ARTICLE II OF THE BASEHOR CITY CODE, AS REQUIRED BY THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY.

The City Council of Basehor Kansas will consider amendments to Chapter 18, Article II of the Basehor City Code, containing the Floodplain Management Regulations, pursuant to proposed flood hazard determinations and new mapping provided by the Department of Homeland Security, Federal Emergency Management Agency at a public hearing at 7:00 p.m. on April 6th, 2015, in the City Council Chambers, 2620 N. 155th St., Basehor, Kansas.

The proposed amendments to the existing Floodplain Management Regulations and new maps provided by FEMA are available for inspection during the hours of 8:00 a.m. to 4:00 p.m. in the office of the Floodplain Administrator, 2620 N. 155th St., Basehor, Kansas.

At the conclusion of the hearing, the City Council of Basehor Kansas will consider findings necessary for the adoption of the amendments to the existing Floodplain Management Regulations, which include modifications pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44CFR Part 65 and place said amendments on the council agenda for the next regular scheduled meeting in order to take official action for or against.

This notice shall be published in the official city newspaper at least 20 days prior to the scheduled hearing date in accordance with Section 18-29 of the Basehor City Code.

1320 Research Park Drive
Manhattan, Kansas 66502
(785) 564-6700

Kansas
Department of Agriculture
agriculture.ks.gov

900 SW Jackson, Room 456
Topeka, Kansas 66612
(785) 296-3556

Jackie McClaskey, Secretary

Governor Sam Brownback

March 24, 2015

Mark Lee, Zoning Administrator
City of Basehor
2620 N. 155th, PO Box 406
Basehor, KS 66007-0406

Subject: Floodplain Regulations Approval for City of Basehor, Kansas

Dear Mr. Lee,

The floodplain management regulations submitted for City of Basehor, Kansas were received for review on March 24, 2015. The Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, acting under terms of K.S.A. 12-766, and the administrative regulations adopted pursuant thereto (K.A.R. 5-44-1 through 7) approved your regulations on March 24, 2015. An approved draft copy of the regulation is returned for action by the governing body.

When the updated regulation has been officially adopted by the governing body, please send a signed copy of the adoption document to me. I will send the documentation to FEMA for you. Please call me at 785-296-4622 if you have any questions.

Sincerely,

Steve Samuelson

Steve Samuelson, CFM
NFIP Specialist

Enclosures: Approved Draft Regulations

ORDINANCE NO. 650

AN ORDINANCE REVISING AND UPDATING THE CITY OF BASEHOR, KANSAS, FLOODPLAIN MANAGEMENT REGULATIONS BY AMENDING CHAPTER 18, ARTICLE II OF THE BASEHOR CITY CODE

WHEREAS, the City of Basehor previously revised and updated the City of Basehor's floodplain management regulations in accordance with the recommendations of the Chief Engineer of the Kansas Department of Agriculture, Division of Water Resources, Floodplain Program and the officials of the Federal Emergency Management Agency (FEMA) Region VII; and

WHEREAS, those updates were effective with the adoption and publication of Ordinance No. 557 on August 13, 2009; and

WHEREAS, it is the recommendation of the Chief Engineer of the Kansas Department of Agriculture, Division of Water Resources, Floodplain Program and the officials of the Federal Emergency Management Agency (FEMA) Region VII that the City of Basehor's floodplain management regulations be updated again.

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

Section 1. That the following sections of Chapter 18, Article II of the Basehor City Code be amended with the addition of the underlined language and the deletion of the stricken language as follows:

Sec. 18-19. - State approval and statutory authorization.

(a)Approval of draft ordinance by state's chief engineer prior to adoption. The following floodplain management regulations, as written, were approved in draft form by the chief engineer of the Division of Water Resources of the Kansas Department of Agriculture on ~~July 13, 2009~~ March 24, 2015.

Sec. 18-24. - Lands to which article applies.

This article shall apply to all lands within the jurisdiction of the city identified as unnumbered A zones on the index map dated ~~August 18, 2009~~ July 16, 2015 of the Flood Insurance Rate Map (FIRM) as amended and any future revisions thereto. In all areas covered by this article, no development shall be permitted except through the issuance of a floodplain development permit granted by the city or its duly designated representative under such safeguards and restrictions as the city or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the city, and as specifically noted in division 3 of this article, pertaining to flood hazard reduction.

Topeka Field Office

MAR 24 2015

Division of Water Resources

Sec. 18-75. - Specific standards.

(a)Elevation and flood-proofing. In all areas of special flood hazard, once base flood elevation data is obtained, as set forth in subsection (b) of this section, the following provisions are required:

(1)Residential construction. New construction or substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to a minimum of two feet above base flood level. Mechanical, electrical and HVAC system equipment shall be protected to same level as lowest floor. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(2)Nonresidential construction. New construction or substantial improvement of any commercial, industrial, or other nonresidential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two feet above the base flood elevation. Mechanical, electrical and HVAC system equipment shall be protected to same level as lowest floor, or, together with attendant utility and sanitary facilities, be flood-proofed to a minimum of two feet above the base flood elevation. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer. Such certification shall be provided to the floodplain administrator as set forth in section 18-49(7)—(9).

Sec. 18-76. - Manufactured homes.

(a)All manufactured homes to be placed within special flood hazard areas shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(b)All manufactured homes that are placed or substantially improved within unnumbered A zones on the city's FIRM or FHBM on sites:

(1)Outside of a manufactured home park or subdivision;

(2)In a new manufactured home-park or subdivision;

(3)In an expansion to an existing manufactured home park or subdivision; or

(4)In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood;

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Division of Water Resources

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to a minimum of ~~one foot~~ two feet above the base flood level and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. Mechanical, electrical and HVAC system equipment shall be protected to same level as lowest floor. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(c)All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within unnumbered A zones on the city's FIRM or FHBM, that are not subject to the provisions of section 18-76(b), shall be elevated so that either:

(1)The lowest floor of the manufactured home is a minimum of ~~one foot~~ two feet above the base flood level. Mechanical, electrical and HVAC system equipment shall be protected to same level as lowest floor; or

(2)The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

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

ADOPTED by the City Council this _____ day of April, 2015.

APPROVED by the Mayor this _____ day of April, 2015.

CHIEF ENGINEER DRAFT APPROVAL

_____

_____

SEAL

APPROVED
This 24th day of March, 2015
For Mary Sue
DAVID W. BARFIELD, P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

_____
David K. Breuer, Mayor

Topeka Field Office

MAR 24 2015

Division of Water Resources

{32233 / 65827; 608716. }

ATTEST:

_____

Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____

Shannon M. Marcano, City Attorney

Topeka Field Office
MAR 24 2015
Division of Water Resources

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 2

Topic: Agricultural Lease and Hold Harmless Agreement

Action Requested: Approve Resolution 2015-05 approving and authorizing the execution of Agricultural Lease and Hold Harmless Agreement.

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. It is the City's desire to enter into an Agricultural Lease and Hold Harmless Agreement to allow farming related activities for 2015 and thereafter on an annual basis.

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

Administration Recommendation: Approve Resolution 2015-05 approving and authorizing the execution of the Agricultural Lease and Hold Harmless Agreement with the City of Basehor.

Committee Recommendation: N/A

Attachments: Agricultural Lease and Hold Harmless Agreement
Resolution 2015-05

Projector needed for this item?

No

RESOLUTION NO. 2015-05

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AGRICULTURAL LEASE AND HOLD HARMLESS AGREEMENT BETWEEN _____ 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, the City desires to enter into an agreement to farm with the approval of a new lease between the City and _____, 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 _____ day of April, 2015.

SIGNED by the Mayor this _____ day of April, 2015.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

EXHIBIT A
Agricultural Lease and Hold Harmless Agreement

ATTACHMENT 2 LEASE AGREEMENT
CITY OF BASEHOR, KANSAS
AGREEMENT FOR USE OF PUBLIC PROPERTY
AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT ("Agreement") is made on this ___ day of _____, 2015, in Leavenworth County, Kansas, by and between the City of Basehor, Kansas, [hereinafter "City"], and _____[hereinafter "Tenant"].

WHEREAS, the City is the owner of certain real property in the vicinity of _____ and depicted on Exhibit "A", attached hereto and incorporated by reference (the "Property"); and

WHEREAS, Tenant has submitted a proposal to cut and bale hay or otherwise use said Property for agricultural purposes; and

WHEREAS, the City has determined that Tenant's proposal is an effective proposal for vegetation management and land maintenance services.

NOW, THEREFORE, in consideration of the compensation to be paid to City, and of the mutual agreements herein contained, the parties hereto agree as follows:

AGREEMENT

A. Property Description. City hereby leases to Tenant, to use solely for agricultural purposes, the Property depicted on Exhibit "A", attached hereto and incorporated herein by reference, consisting of approximately ____ acres situated in Basehor, Leavenworth County, Kansas.

B. Term. The term of this Agreement shall be for one year, commencing on January 1, 2015, and may be automatically renewed for five (5) additional one (1) year periods (as an annual lease) unless and until terminated as provided herein.

C. Termination. Either party may terminate this Agreement by giving written notice to the other, specifying the date of termination, at least thirty (30) days prior to the date specified in such notice. Upon termination or expiration of this Agreement, Tenant shall quit the above-described work and/or use, and shall remove from the Property all equipment, bales, and personal property installed in, on or attached to Property. Notwithstanding the foregoing, City shall have the right to immediately terminate this Agreement) performed or permitted by Tenant on or pertaining to the Property.

D. Tenant General Obligations. Tenant agrees to manage the Property and control weeds, remove invasive plants, and prevent unauthorized entry to the Property by installation and/or maintenance of fencing and gates. Tenant agrees to provide other activities, including, but not limited to cutting brush, removing volunteer trees, seeding disturbed areas, and trimming trees for visibility as mutually agreed upon by City and Tenant.

Tenant shall exercise all reasonable efforts to assure that any activities on the Property shall not result in any permanent damage or injury to such Property. Tenant shall keep the property free and clear of all liens for any work performed on the Property. Tenant shall, at its own cost and expense, repair any damage to the Property arising from Tenant's exercise of its rights under this Agreement by restoring the Property to a condition comparable to its condition immediately prior to Tenant's entry pursuant to this Agreement, or to a condition mutually agreeable to City and Tenant.

Tenant shall at all times exercise its rights and perform its obligations under this Agreement in accordance with the requirements of all applicable laws, orders, rules and regulations of any public authority having jurisdiction.

E. Tenant Specific Obligations. Tenant agrees to: ___*(insert buffer zone mowing requirements)*_____
_____
_____

F. City Representative. City designates GENE MYRACLE as its representative, with authority to transmit instructions and define policies and decisions of the City as it relates to this Agreement

G. Compensation. Tenant agrees to pay to City, on or before December 1, of each year this Agreement is in effect, as full compensation for its lease of the Property, the amount of $_____. This amount is due in full each year on or before December 1st. The rent will only be prorated in the event this Agreement is terminated by the City for its convenience and without cause.

H. Entire Agreement. This Agreement includes the following: (1) this Agreement, (2) the City's RFP, and (3) Tenant's response to the RFP (the "Contract Documents"). These documents together constitute the entire agreement between the parties in connection with the subject matter hereof and supersede all prior and contemporaneous agreements, whether oral or written. Each of the aforementioned documents is hereby incorporated by this reference as if fully set out herein. In the event of a conflict between documents, the following order of precedence shall control: (1) this Agreement; (2) the City's RFP; (3) Tenant's response to the RFP. This Agreement may not be modified or amended except by written agreement signed by an authorized representative of each Party.

I. Assignment of Rights. The rights of each party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm or corporation or other entity without the prior, express and written consent of the other Party. No assignment or other transfer of this Agreement shall release Tenant from its liability under this Agreement.

J. Transfer of Property. If the City sells or otherwise transfers title to the Property, said action shall operate to terminate this Agreement.

K. Right of Entry. Both parties, their agents and employees, shall have the right to enter the Property at any time for any legitimate purposes, including making repairs, improvements, or inspections to the Property. Tenant may lock access points to prevent

unauthorized entry, but must provide the City (and any holder of an access easement) with the ability to access the Property at any time. Due care shall be exercised to ensure that gates or other access points are secured upon entering and leaving the premises.

L. Insurance. Tenant shall secure and maintain throughout the term of this Agreement insurance of such types and minimum amounts as described herein. Tenant will be required to provide a certificate of insurance naming the City as an additional insured and confirming the required protection, in the minimum amounts designated below, on a standard Acord© insurance certificate form prior to commencement of this Agreement. City shall be notified in writing at least thirty (30) days prior to any material modification or cancellation of any policy listed on the certificate.
General Liability:
Each Occurrence $1,000,000
General Aggregate $1,000,000

M. Indemnity. Tenant hereby agrees to indemnify and hold harmless City, its employees and agents from any and all losses, liabilities, damages, expenses or claims (hereinafter "loss") where said loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Tenant, its employees or agents, and arises from or is related to any rights or obligations created pursuant to this Agreement. Tenant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or of any third party for whom Tenant is not responsible.

N. No Third Party Beneficiaries. City and Tenant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

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

P. Compliance with Laws. Tenant agrees to abide by all applicable federal, state and local laws, ordinances and regulations applicable to Tenant and to its use of the Property pursuant to this Agreement.

Q. Notices. Any notice concerning termination of this Agreement shall be in writing and shall be served via certified mail or personal delivery upon the respective Party as follows:

City of Basehor Tenant
Attn: Gene Myracle
2620 N. 155th St.
Basehor, KS 66007

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

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

Tenant:

By:_____
Date:_____

City of Basehor

By:_____
David K. Breuer, Mayor

Attest:_____
Katherine M. Renn, City Clerk