



**AGENDA**  
**BASEHOR CITY COUNCIL**  
April 20, 2015 - 7:00 p.m.  
Basehor City Hall

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1. **Call to Order** Mayor David K. Breuer opens meeting and Pledge of Allegiance
2. **City Clerk Swears in City Council Members**
3. **Consent Agenda** (*Items to be approved by Council in one motion, unless objections raised*)
  - a. City Council Minutes
  - b. Treasurer's Report

4. **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).*

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

**New Business**

6. **Flood Plain – Ordinance No. 650**
7. **Agriculture Lease Agreement – Resolution 2015-05**
8. **Demolition of Structures at 19249 158<sup>th</sup> St.**
9. **Lawn Tamers Agreement - Resolution 2015-06**
10. **City Administrator's Report**
11. **Council Members Report**
12. **Mayor's Report**
13. **Executive Session** (*if needed*)
14. **Adjournment**



## **Minutes**

### **Basehor City Council Meeting**

### **Basehor City Hall, March 16, 2015**

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#### **1. Roll Call** by Council President Miles and Pledge of Allegiance

Council President Miles called the meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance.

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

Staff Present: Chief of Police/City Administrator, Lloyd Martley, City Superintendent, Gene Myracle, City Engineer, Mitch Pleak, 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
- c. Sam's Liquor Store License

Councilman Healy moved to approve the consent agenda and Councilman Garver seconded. The motion passed unanimously, 4-0.

#### **3. Call to Public** – *(None at this time)*

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

#### **New Business**

#### **5. Indemnification Agreement**

Councilman Drennon moved to approve the Indemnification Agreement and Councilman Healy seconded. The motion passed unanimously, 4-0.

**6. City Insurance Renewal – One Beacon**

Councilman Garver moved to approve 2015 Insurance Renewal with One Beacon and Councilman Healy seconded. The motion passed unanimously, 4-0.

**7. City Administrator’s Report**

Mr. Martley reminded the Council members of the Planning retreat on Friday, March 27<sup>th</sup> at 9 a.m. Also that before next month’s work session on April 6<sup>th</sup> there will be FEMA public hearing at 7:00 p.m.

**8. Council Members’ Report**

Dick Drennon asked if there was a problem with tasers and Mr. Martley informed him that there are no problems with the tasers. Mr. Drennon also asked if the Dominoes business was closer to opening and was informed that it will be soon.

Brian Healy asked if there was any news regarding Cedar Lake Supreme Court status. Mr. Martley informed the council that there was nothing new to report at this time.

**9. Mayor’s Report - *(None at this time)***

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

**11. Adjournment**

Councilman Healy moved to adjourn regular meeting at 7:14 p.m. and Councilman Garver seconded. Motion passed unanimously, 4-0.

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David K. Breuer, Mayor

Attest:

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Katherine M. Renn, City Clerk  
*via Staff taken notes by Treasurer, Kristi Olson*



## 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 (the "Issuer"), to be held at BMO Harris Bank, Long Branch – at 6333 Long Ave., Shawnee, KS 66216 on March 27, 2015, at 9:00 a.m. for the purpose of:

1. City Council Planning Retreat
2. Executive Session (if needed)

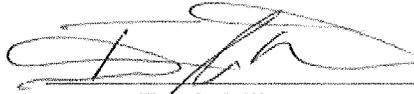
DATED: March 16, 2015

  
\_\_\_\_\_  
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: March 16, 2015.



Travis Miles

Richard Drennon

Vernon Fields

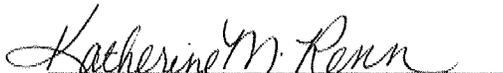


Brian D. Healy



Ty Garver

Attest/Seal:

  
Katherine M. Renn, City Clerk



# The City of Basehor

Date: March 27, 2015

To: Governing Body

From: Lloyd Martley, Chief of Police/City Administrator

Ref: 2015 – 2016 budget review and proposal outline

Introductions of attending support staff - Lloyd Martley, Chief of Police/City Administrator

Departmental budget reviews – Lloyd Martley

- a. Governing Body
- b. City Administrator
- c. Clerk Finance
- d. Police
- e. Public Works/parks/wastewater/maintenance/street
- f. Planning and Zoning
- g. Fleet schedule

2016 Budget and Assumptions -Ben

Employee Benefit Fund Assumptions - Ben

Enterprise Fund Resources - Ben

Project focus and funding sources – Ben and staff

1. Capital Projects Funding Resources
2. Major road improvements to 155<sup>th</sup> Street. Including curbs, gutters, sidewalks and widening roadways. Improvements would be from State Ave. to Leavenworth Road. Est. 10 Million
3. City Campus development – Designing and building City Hall, Police Department, Community Center. Est. \$350 to \$450 per square foot.
4. Sidewalk project, City Park to 155<sup>th</sup> Leavenworth Road. This project could include curb and gutter on the north side of roadway. Est. \$500,000
5. City Park improvements. Complete the conceptual design from start to finish. Est. \$200,000
6. Design and sewer rehabilitation and construction of storm water drainage problem from Parallel to Landauer starting on 153<sup>rd</sup> St. Est. \$200,000
7. Emergency Medical Services for Basehor – Est. Leavenworth County
8. Questions

2620 N. 155<sup>th</sup> Street  
P.O. Box 406  
Basehor, KS 66007-0406

913-724-1370  
FAX 913-724-3388  
[www.cityofbasehor.org](http://www.cityofbasehor.org)



**Minutes**  
**Basehor City Council Planning Retreat**  
**BMO Harris Bank-Long Branch, 6333 Long Ave. Shawnee, KS 66216**  
**March 27, 2015**

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**1. Roll Call** Mayor David K. Breuer called the planning work session to order at 9:06 a.m.

Council Members present: David K. Breuer, Travis Miles, Dick Drennon, Vernon Fields, Brian Healy and *Ty Garver arrived at 9:22 a.m.*

Staff Present: Chief of Police/City Administrator, Lloyd Martley, City Superintendent, Gene Myracle, City Engineer, Mitch Pleak, City Treasurer, Kristi Olson, Benjamin Hart with AGH (Allen, Gibbs & Houlik, LLC) and City Clerk, Katherine Renn.

Mr. Martley made introductions of attending support staff and went over departmental budget reviews for each department:

- a. Governing Body
- b. City Administrator
- c. Clerk Finance
- d. Police
- e. Public Works/parks/wastewater/maintenance/street
- f. Planning and Zoning
- g. Fleet schedule

Mr. Hart reviewed the 2016 Budget, Employee Benefit Fund Assumptions and the Enterprise Fund Resources and the possible sources for projects the City Council would like to see moving forward. Some of the topics discussed before lunch were:

1. Capital Projects Funding Resources
2. Major road improvements to 155<sup>th</sup> Street. Including curbs, gutters, sidewalks and widening roadways. Improvements would be from State Ave. to Leavenworth Road.
3. City Campus development – Designing and building City Hall, Police Department, Community Center.

City Council and staff dismissed for lunch at 11:30 a.m. and then resumed for remainder of work session at 1:00 p.m. and discussed the following topics

1. Sidewalk project, City Park to 155<sup>th</sup> Leavenworth Road. This project could include curb and gutter on the north side of roadway.
2. City Park improvements. Complete the conceptual design from start to finish.
3. Design and sewer rehabilitation and construction of storm water drainage problem from Parallel to Landauer starting on 153<sup>rd</sup> St.
4. Emergency Medical Services for Basehor.

**Adjournment –**

Councilman Healy moved to adjourn planning retreat at 3:00 p.m. and Councilman Drennon seconded. Motion passed unanimously, 5-0.

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David K. Breuer, Mayor

Attest:

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Katherine M. Renn, City Clerk



## **Minutes**

### **Basehor City Council Public Hearing**

### **Basehor City Hall, April 6, 2015**

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#### **1. Roll Call** by Mayor, David K. Breuer

Mayor David K. Breuer called the work session to order at 7:00 p.m.

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

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

#### **2. Public Hearing Flood Plain – Ordinance No. 650**

Councilman Miles moved to open the public hearing at 7:01 p.m. and Councilman Drennon seconded. The motion passed unanimously, 4-0.

The Mayor asked if there was any comment from the public, hearing none Councilman Fields moved to close the public hearing at 7:03 p.m. and Councilman Garver seconded. The motion passed unanimously, 4-0.

City Council resumed to their regular work session.

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David K. Breuer, Mayor

Attest:

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Katherine M. Renn, City Clerk

# CITY OF BASEHOR

## MARCH 2015 FINANCIAL SNAPSHOT

### Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$2,828,230	\$398,680	\$398,680	14%
Special Park	\$73,000	\$1,438	\$676	1%
Sewer	\$1,550,947	\$308,354	\$330,341	21%
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	\$34,133	10%
Special Highway	\$860,000	\$111,158	\$14,127	2%
Municipal Equipment Reserve	\$173,000	\$49	\$131,264	76%
Capital Improvement	\$20,000	\$16,642	\$0	0%
Employee Benefit	\$560,868	\$216,524	\$155,119	28%
LCSD#3	\$33,000	\$8	\$6,497	20%

### Department

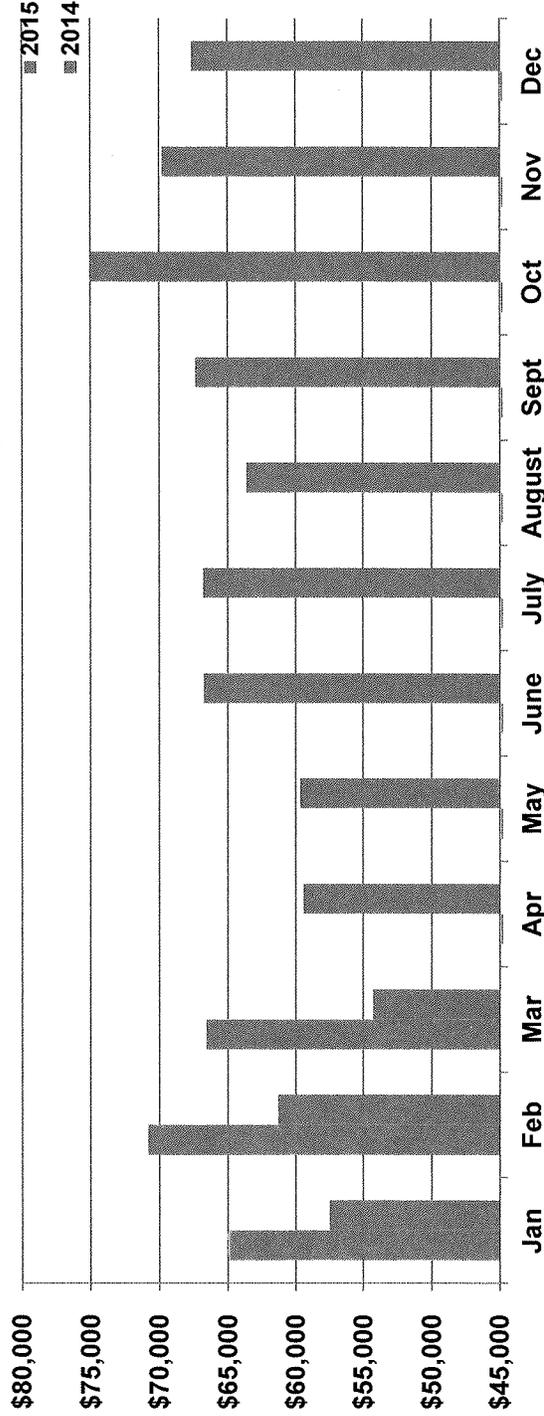
Department	Budget	Expenditures	Remaining Balance	% Utilized
<b>General</b>				
Clerk	\$346,547	\$56,241	\$290,306	16%
Street	\$225,132	\$35,256	\$189,876	16%
Governing Body	\$587,800	\$30,590	\$557,210	5%
Police	\$895,035	\$187,641	\$707,394	21%
Facilities	\$144,989	\$25,381	\$119,608	18%
Administrator	\$247,870	\$5,004	\$242,866	2%
Park & Recreation	\$74,942	\$4,425	\$70,517	6%
Miscellaneous	\$112,700	\$12,915	\$99,785	11%
HR	\$26,600	\$4,122	\$22,478	15%
Planning	\$166,615	\$37,105	\$129,510	22%

\*\*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	'14 - '15	Difference
Jan	43,677.78	57,962.61	55,854.63	57,521.05	64,945.65	7,424.60	11.4%	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%	16,962.35	12.5%
Mar	48,692.52	51,596.39	50,846.50	54,298.46	66,612.89	12,314.43	18.5%	29,276.78	14.5%
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	202,427.95			349,524.93	403,188.66
2015 TDD	\$7,688.43								
2014 TDD	\$26,026.15								

## 2014-15 Month to Month Comparison





## SOLID WASTE FUND HIGHLIGHTS

For the Month of March 2015

MONTH	2014	2015	% DIFFERENCE
	SOLID WASTE COUNT	SOLID WASTE COUNT	
January	1,760	1,847	4.71%
February	1,761	1,852	4.91%
March	1,778	1,866	4.72%
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		
<b>AVERAGE</b>	<b>1,812</b>	<b>1,855</b>	<b>4.78%</b>

MONTH	2014	2015	% DIFFERENCE
	SOLID WASTE BILLED	SOLID WASTE BILLED	
January	\$24,818.78	\$25,963.34	4.41%
February	\$24,974.62	\$26,060.62	4.17%
March	\$24,989.37	\$26,221.64	4.70%
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		
<b>TOTAL</b>	<b>\$305,789.93</b>	<b>\$78,245.60</b>	

MONTH	2014	2015	% DIFFERENCE
	AVERAGE BILL	AVERAGE BILL	
January	\$14.10	\$14.06	-0.28%
February	\$14.18	\$14.07	-0.78%
March	\$14.05	\$14.05	0.00%
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		
<b>AVERAGE</b>	<b>\$14.06</b>	<b>\$14.06</b>	<b>-0.01%</b>



## SEWER FUND HIGHLIGHTS

For the Month of March 2015

MONTH	2014	2015	% DIFFERENCE
	SWR COUNT	SWR COUNT	
January	1863	1960	4.95%
February	1876	1960	4.29%
March	1891	1971	4.06%
April	1906		
May	1920		
June	1928		
July	1933		
August	1934		
September	1940		
October	1948		
November	1954		
December	1955		
<b>AVERAGE</b>	1921		

MONTH	2014	2015	% DIFFERENCE
	SWR BILLED	SWR BILLED	
January	\$91,681.27	\$98,315.70	7.24%
February	\$92,496.06	\$99,121.87	7.16%
March	\$91,753.37	\$98,797.47	7.68%
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		
<b>TOTAL</b>	\$1,157,687.71	\$296,235.04	

MONTH	2014	2015	% DIFFERENCE
	AVERAGE SWR BILL	AVERAGE SWR BILL	
January	\$49.21	\$50.16	1.93%
February	\$49.30	\$50.57	2.58%
March	\$48.52	\$50.13	3.32%
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		
<b>AVERAGE</b>	\$50.22	\$50.29	0.13%

Check Register Report

Date: 03/19/2015

Time: 12:13 PM

Page: 1

City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
22353-22388	03/19/2015	Voided		VOIDED	VOID CHECKS-PRINTER ISSUES		0.00
22389	03/19/2015	Printed		BRANDT FAB	BRANDT FABRICATING	INSTALL EMER LIGHTING/F-250 PU	765.30
22390	03/19/2015	Printed		CINTAS	CINTAS	REFILL 1ST AID CAB/WWTF	39.38
22391	03/19/2015	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHGS	37,793.01
22392	03/19/2015	Printed		ETS	ETS	CITYWIDE/ONLINE CREDIT CARD FEES	327.74
22393	03/19/2015	Printed		FASTENAL	FASTENAL COMPANY	MAINT ITEMS/PWD PROJ	101.58
22394	03/19/2015	Printed		HAYNES EQU	HAYNES EQUIPMENT CO	REPAIR/REPLACE GRINDR	3,295.11
22395	03/19/2015	Printed		HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	ROAD SAND/WINTER	1,586.63
22396	03/19/2015	Printed		JO CO GOVT	JOHNSON COUNTY	FACIL FLOW TEST/KDHE/NPDES/FEB	281.00
22397	03/19/2015	Printed		KA-COMM	KA-COMM, INC.	UNIT #20/FULL SET UP/#12 REMOVE ALL	4,537.51
22398	03/19/2015	Printed		KMJA	KANSAS MUNICIPAL JUDGES	MBRSH/P/JUDGE WILLIAM PRAY	25.00
22399	03/19/2015	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS,	MONTHLY LOCATE SVC/FEB/73	73.00
22400	03/19/2015	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
22401	03/19/2015	VOID	3/19/2015	KBI	KBI	VOIDED-WRONG KBI ADDRESS	0.00
22402	03/19/2015	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	6,915.92
22403	03/19/2015	Printed		LEAV COOP	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/WWTF,PWD	1,161.21
22404	03/19/2015	Printed		LV SHERIFF	LEAVENWORTH COUNTY	JAIL BOARD FEES/FEBRUARY	122.50
22405	03/19/2015	Printed		MASS M	MASS MUTUAL FINANCIAL	401/457 RETIRE CONTRIB	3,201.41
22406	03/19/2015	Printed		MILLER	MILLER SIGN SHOPPE, LLC	REPRINT CITY PARK DUMP SIGN	166.00
22407	03/19/2015	Printed		MUN CODE	MUNICIPAL CODE	ANNUAL BILLNG MAR 15-FEB 2016	550.00
22408	03/19/2015	Printed		OMEGA	OMEGA DOOR & HARDWARE	REPLACE BROKEN CABL/PWD GAR DR	266.06
22409	03/19/2015	Printed		REGISTER	REGISTER OF DEEDS	MONTHLY LAREDO BILLING/FEB	60.00
22410	03/19/2015	Printed		REYNOLDS E	REYNOLDS ELECTRIC INC	FIX ALARM SYS/PWD	286.10
22411	03/19/2015	Printed		SPECTRA	SPECTRA	MAINT MATL/FACILITY COLLECTION	2,557.67
22412	03/19/2015	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASH/PD/DECEMBER & FEBRUARY	120.30
22413	03/19/2015	Printed		SUP SIGNAL	SUPERIOR SIGNALS INC	NEW LIGHTS/PWD VEH	142.84
22414	03/19/2015	Printed		TYLER TECH	TYLER TECHNOLOGIES INC	PERVASIVE MAIN/FUND BAL/1 YR	1,300.00
22415	03/19/2015	Printed		US POSTAL	UNITED STATES POSTAL	PO BOX 420 RENEWAL/1 YR	140.00
22416	03/19/2015	Printed		WATER ENVI	WATER ENVIRONMENT	MBRSH/P/MYRACLE/1 YR	72.00
22417	03/19/2015	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	3,925.25
22418	03/19/2015	Printed		WESTLAND C	WESTLAND CONSTRUCTION	HAUL ROAD SAND/WINTER STORMS	583.25
22419	03/19/2015	Printed		WHITE GOSS	WHITE GOSS	CONTRACT LEGAL (1/16-2/10) (2/9-2/13/15)	3,192.50
22420	03/19/2015	Printed		KBI LAB	KANSAS BUREAU	LAB FEES/MENDOZA	400.00

Total Checks: 31

Checks Total (excluding void checks): 74,189.04

  
 Lloyd Martley  
 City Administrator

  
 Katherine Renn  
 City Clerk

  
 Kristi Olson  
 City Treasurer

Check Register Report

Date 04/03/2015

Time 11:32 AM

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City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>FIRST STATE BANK Checks</b>							
22421	03/24/2015	Printed		LEGGETT	CONNIE LEGGETT	REIMB MED/VISION PREM INCREASE	111.62
22422	03/24/2015	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICE/MARCH 2015	387.00
22423	04/03/2015	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/STD INSURANCE	688.72
22424	04/03/2015	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/MAR	1,043.88
22425	04/03/2015	Printed		AMERICAN R	AMERICAN RIGGERS SUPPLY, INC.	2 LIFTING CABLES/PWD,WWTF	396.92
22426	04/03/2015	Printed		APACKANSAS	APAC-KANSAS INC	3/4 CLEAN ROCK/PWD PROJECTS	1,956.11
22427	04/03/2015	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	893.52
22428	04/03/2015	Printed		BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	MONTHLY MEETING/MITCH	8.50
22429	04/03/2015	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	19,089.28
22430	04/03/2015	Printed		CINTAS	CINTAS	REFILL CITY HALL 1ST AID CAB	113.39
22431	04/03/2015	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE REPORT	387.82
22432	04/03/2015	Printed		DELTA DENT	DELTA DENTAL OF KANSAS	GROUP DENTAL INSURANCE	1,592.49
22433	04/03/2015	Printed		DUBOIS, M	MATTHEW DUBOIS	REIMB AFLAC DEDUCTION	16.32
22434	04/03/2015	Printed		USA BLUE	HD SUPPLY FACILITIES MAINT LTD	ALTERNATNG RELAY/LFT STN	246.58
22435	04/03/2015	Printed		HUMAN CAP	HUMAN CAPITAL CONSULTING	MONTHLY HR SUPPORT/APRIL	500.00
22436	04/03/2015	Printed		JO CO GOVT	JOHNSON COUNTY GOVERNMENT	WWTF FACIL FLOW TEST/3-12-15	281.00
22437	04/03/2015	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/MAR-111	111.00
22438	04/03/2015	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
22439	04/03/2015	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FINES	1,533.50
22440	04/03/2015	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	6,922.27
22441	04/03/2015	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,317.93
22442	04/03/2015	Printed		MCAFFEE HEN	MCAFFEE HENDERSON SOLUTIONS	BASEHOR DRAINAGE STUDY	990.80
22443	04/03/2015	Printed		MCBRATNEY	KIANN MCBRATNEY	CITY PROSECUTOR FEES	570.00
22444	04/03/2015	Printed		MISSION CO	MISSION COMMUNICATIONS	ANN SVC/LIFT STATION MONITOR	2,431.80
22445	04/03/2015	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	450.00
22446	04/03/2015	Printed		R & S EQUI	R & S EQUIPMENT	EQUIP SUPPLIES/PWD	280.70
22447	04/03/2015	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY FEES	400.00
22448	04/03/2015	Printed		SPECTRA	SPECTRA	1 GAL 2 PRT EPOXY/STONE REPAIR	1,110.00
22449	04/03/2015	Printed		SUP SIGNAL	SUPERIOR SIGNALS INC	2 OVAL RED LIGHTS/PWD VEHICLES	56.76
22450	04/03/2015	Printed		REILLY COM	THE REILLY COMPANY LLC	POLICY RENEWAL/PACKAGE	61,430.00
22451	04/03/2015	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	464.24
22452	04/03/2015	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	10,960.01
22453	04/03/2015	Printed		WHITE GOSS	WHITE GOSS	CONTRCT LEGAL AMT 2/17-3/13/15	3,000.00
22454	04/03/2015	Printed		WRIGHT EX	WRIGHT EXPRESS	FEB 2015 FLEET FUEL CHARGES	1,812.03

Total Payments: 34

Grand Total (excluding void checks): 123,754.96

  
 Lloyd Martley  
 City Administrator

  
 Katherine Renn  
 City Clerk

  
 Kristi Olson  
 City Treasurer

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 6

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**Topic:** Revise and update the City of Basehor floodplain management regulations.

**Action Requested:** Adopt Ordinance 650 amending Chapter 18, Article II of the Basehor City Code.

**Narrative:** The State of Kansas, Division of Water Resources with support from FEMA are in the process of updating floodplain mapping throughout Leavenworth County. The revised maps will resolve many issues within the City regarding the floodplain. As part of the revisions, the State and the City of Basehor conducted public hearings regarding the revisions with no members of the public coming forward. Ordinance 650 will amend the floodplain mapping and also clarify language from the City Code.

Amended floodplain management mapping is available at City Hall.

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

**Administration Recommendation:** Adopt Ordinance 650

**Committee Recommendation:** N/A

**Attachments:** Floodplain Administration recommendations  
Ordinance 650

**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

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## **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 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

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;

**Topeka Field Office**

**MAR 24 2015**

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 24<sup>th</sup> day of March, 2015  
David W. Wearfield  
DAVID WEARFIELD, P.E.  
Chief Engineer  
Division of Water Resources  
Kansas Department of Agriculture

\_\_\_\_\_  
David K. Breuer, Mayor

Topeka Field Office

MAR 24 2015

ATTEST:

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Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 7

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**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 158<sup>th</sup> St. for the future City Campus, the property was under a lease agreement to farm, perform farming related activities and to harvest crops grown on the land which expired in 2014. The City issued a RFP in which we had three responses and 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 up to five years with Fouts and Son Farms.

**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 FOUTS AND SON FARMS 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 Fouts and Son Farms, 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 20<sup>th</sup> day of April, 2015.

**SIGNED** by the Mayor this 20<sup>th</sup> day of April, 2015.

**SEAL**

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

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

**EXHIBIT A**  
Agricultural Lease and Hold Harmless Agreement



atlas  
surveyors  
LLC

LEAVENWORTH, KS | 913-830-8422

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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.

CASH FARM LEASE  
(Kansas, Leavenworth County)

This CASH FARM LEASE (the "Lease") is entered into effective March 1<sup>st</sup>, 2015 (the "Effective Date") by and between City of Basehor ("Landlord") and Fouts & Son Farms ("Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant, to occupy and use for agriculture purposes the real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Leased Premises"). The Leased Premises consists of approximately thirty-five (35) tillable acres located in Leavenworth County, Kansas. (Actual acres to be determined by USDA Farm Service Agency.)
2. **Term.** The term ("Term") of this Lease shall begin on the Effective Date and shall expire on the earlier of (i) February 28, 2016 or (ii) the date that Tenant has harvested all crops from the Leased Premises (the "Expiration Date"). The Lease may be renewed for additional one (1) year periods not to exceed five (5) additional years upon the agreement of both parties. Should the lease be extended, the rent may be renegotiated as determined by Landlord. The Lease will terminate when Landlord begins development of the land or needs the land for any reason.
3. **Use of Leased Premises.** The Leased Premises may only be used for the planting of crops which must be fully harvested on or before the Expiration Date. In the event that Tenant uses the Leased Premises for any purpose other than for agricultural purposes, then such use shall constitute an "Event of Default" as defined below.
4. **Harvesting of Crops.** Tenant agrees to harvest all crops in a timely fashion. Tenant also agrees to make every effort to be as considerate as possible to surrounding landlords yet still perform farming duties in a timely fashion. Landlord agrees to allow Tenant to harvest crops planted or compensate Tenant for mature crops fair market value in the event that Landlord destroys any or all the planted crop.
5. **Rent.** This Lease is a "cash lease". Tenant shall pay to Landlord \$90 per acre annually, or \$3150.00, as rent (the "Rent") for the Leased Premises. Rent is due on or before March 1<sup>st</sup>, 2015.
6. **Operation and Maintenance of Leased Premises.**
  - a. **General Maintenance.** Tenant shall provide the labor necessary to maintain the Leased Premises and the improvements thereon during the Term in as good condition as it was as of the Effective Date, normal wear and depreciation are accepted. Tenant shall at its own cost and expense, repair any damage to the Leased Premises arising from Tenant's exercise of its rights under this Agreement by restoring the Leased Premises to a condition comparable to its condition immediately prior to Tenant's entry pursuant to this Agreement, or to a condition mutually agreeable to Landlord and Tenant. Tenant also agrees to mow roadways that border the property in a timely fashion. Further, Tenant agrees to control weeds, remove invasive plants, and prevent unauthorized entry to the Leased Premises. 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 Landlord and Tenant.

b. **Timber.** Tenant will not cut any timber (live or dead) on the Leased Premises without the consent of Landlord.

c. **New Seed.** Tenant may not plant any seed that must be harvested after January 1, 2016 without the consent of Landlord.

d. **Insurance.** Tenant may not house automobiles, trucks, equipment or tractors on the Leased Premises or do any other action which is restricted by Landlord's insurance policies without the consent of Landlord.

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 Landlord as an additional insured and confirming the required protection, in the minimum amounts designated below, prior to commencement of this Agreement. Landlord 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

e. **Noxious Weeds.** Tenant is responsible for preventing noxious weeds (as defined by Kansas law) from going to seed on the Leased Premises.

f. **Additional Improvements.** Tenant may not make additional improvements to the Leased Premises without the consent of Landlord.

g. **Damage and Costs of Operation.** Tenant shall be responsible to Landlord for any and all damage to the Leased Premises caused by Tenant. Tenant shall pay 100% of the operations of the Leased Premises during the Term except for real property taxes which shall be the responsibility of Landlord. Tenant shall keep the Leased Premises free and clear of all liens for any work performed on the Leased Premises.

7. **Right of Entry.** Landlord shall, at all times, have the right to enter the Leased Premises and inspect the same. Landlord may place advertising signs on the Leased Premises for profit or to advertise the sale of the Leased Premises. Tenant shall cooperate to the fullest extent in maintaining the Leased Premises in a commercially reasonable manner to enhance the presence and value of the Leased Premises. Tenant agrees that no hunting, fishing, or trespassing is allowed on leased property.

8. **Assignment and Sublease.** Tenant shall not have the right to assign or sublease this Lease or the Leased Premises. Landlord specifically reserves the right to assign this Lease without the consent of Tenant and this Lease shall attach to such new Landlord.

9. **Indemnity.** Tenant hereby agrees to indemnify and hold harmless the Landlord, 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 the Lease. Tenant’s obligation hereunder shall not include amounts attributable to the fault or negligence of Landlord or of any third party for whom Tenant is not responsible.

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

11. **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 Leased Premises pursuant to the Lease.

12. **Notices.** Any notice concerning termination of the Lease shall be in writing and shall be served via certified mail or personal delivery upon the respective party as follows:

City:  
Gene Myracle  
2620 N. 155<sup>th</sup> Street  
Basehor, Kansas 66007

Tenant:  
Fouts and Son Farms  
address

13. **Severability.** Should any provision of the Lease 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 Lease shall be unaffected thereby and shall continue to be valid and enforceable.

14. **Default and Remedies.** Tenant shall be in default if Tenant (i) fails to pay any Rent when such Rent is due and payable to Landlord, (ii) fails to perform on any covenant or promise in the Lease, (iii) defaults under any other agreement with Landlord, verbally or written, (iv) fails to properly maintain the Leased Premises including (without limitation) proper weed control or spraying of the Leased Premises as would be required for the applicable crop planted, (v) causes damage or waste on or to the Leased Premises or (vi) files for bankruptcy or becomes insolvent (each, an “Event of Default”). In the case of an Event of Default for the payment of Rent, Tenant shall have a grace period of five (5) days to pay any such Rent due and payable to Landlord. In the case of an Event of Default for all other matters, Tenant shall have ten (10) days to cure such default or provide proof to Landlord that Tenant is effecting a cure and diligently pursues such cure to completion, all in the absolute and sole discretion of Landlord. Landlord shall have the right to remove the Tenant from the Leased Premises in addition to all other rights in law or in equity in the

instance of an uncured Event of Default. Landlord is entitled to its full damages including loss of rent and loss of opportunity to rent the Leased Premises, Landlord's reasonable costs and expenses and attorney fees.

15. **Waiver of Rights.** Tenant does hereby waive any and all rights under applicable Kansas Exemption Laws. TENANT FURTHER WAIVES THE RIGHT TO A JURY TRIAL IN THE EVENT OF LITIGATION BETWEEN LANDLORD AND TENANT. Tenant waives notice and demand for payment except as otherwise set forth in this Lease.

16. **Miscellaneous Provisions.** Any and all amendments to the Lease shall be in writing and signed by both Landlord and Tenant. The Lease shall be construed under the laws of the State of Kansas. This Lease may be executed in multiple counterparts and by facsimile or PDF scan (electronic) signature. Landlord and Tenant do not intend to form a partnership or joint venture by the Lease. The terms of the Lease shall be binding on the assigns of Landlord and the heirs of Tenant.

LANDLORD:

City Of Basehor

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Mayor David K. Breuer

TENANT:

Fouts and Son Farms

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Steve Fouts - Partner

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 8

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**Topic:** Demolition of structures located on City property at 19249 158<sup>th</sup> St., Basehor, Kansas

**Action Requested:** Approve demolition by Westland Construction, Inc. of all structures located at 19249 158<sup>th</sup> St. Basehor, Kansas not to exceed \$21,500.00

**Narrative:** When the City purchased the land for the future City Campus there were several structures on the property that need to be removed for safety and liability reasons. The City contacted five known contractors that have the equipment and staff to complete the demolition with a request for proposal. Westland Construction submitted the lowest proposal for removal of all wood structures, removal of concrete foundations and sidewalks. The demolition includes plugging all wells to KDHE standards, pumping and removing the septic tank, clearing trees on the property and backfilling with soil to promote proper drainage.

**Presented by:** Gene Myracle, City Superintendent  
Lloyd Martley, Chief of Police/City Administrator

**Administration Recommendation:** Approve demolition by Westland Construction, Inc. not to exceed \$21,500.00

**Committee Recommendation:** N/A

**Attachments:** Westland Construction, Inc. proposal estimate.

**Projector needed for this item?**

No

Westland Construction, Inc.

20510 163rd Street  
 Basehor, KS 66007  
 (913) 724-3191

# Estimate

Date	Estimate #
3/31/2015	301

<b>Name / Address</b>
City of Basehor Gene Myrical

<b>Project or P.O. #</b>
158th Street

Item	Description	Cost	Quantity	Total
Service	Removal of all wood structures & haul spoils to approved landfill. Removal of all concrete foundation, sidewalk etc. Backfill with soil to promote drainage. Plug hand dug well to KDHE standards. Including KDHE permits. Plug drilled water well to KDHE standards. Pump and remove septic tank. Grub and clear trees on property.	21,500.00		21,500.00

Please call me if you have any further questions.  
 Chuck (913) 915-4365

\$21,500.00

Acceptance \_\_\_\_\_

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 9

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**Topic:** Tall grass and weeds contract with Lawn Tamers, LLC.

**Action Requested:** Approve Resolution 2015-06 entering into a contract with Lawn Tamers, LLC.

**Narrative:** Requests for Proposals for the abatement of tall grass and weeds was published on March 12, 2015. Lawn Tamers, LLC was the only bidder. Lawn Tamers has done the tall grass and weed abatement for the City for the last several years. Staff recommends approving resolution 2015-06 entering into a contract with Lawn Tamers, LLC.

**Presented by:** Mitch Pleak, City Engineer – Mark Lee, Code Enforcement

**Administration Recommendation:** Approve Resolution 2015-06.

**Committee Recommendation:** N/A

**Attachments:** Resolution 2015-06  
Contract  
Bid

**Projector needed for this item?**

No

**RESOLUTION NO. 2015-06**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF CONTRACT FOR ABATEMENT OF TALL GRASS AND WEEDS BETWEEN LAWN TAMERS, LLC, AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS**

**WHEREAS**, the City of Basehor (the "City") desires to enter into that certain Contract for Abatement of Tall Grass and Weeds with Lawn Tamers, LLC, for the 2015 growing season, 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 Contract for Abatement of Tall Grass and Weeds with Lawn Tamers, LLC, attached as Exhibit A.

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

**ADOPTED** by the Governing Body this 20<sup>th</sup> day of April, 2015.

**SIGNED** by the Mayor this 20<sup>th</sup> day of April, 2015.

**SEAL**

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David K. Breuer, Mayor

ATTEST:

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Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

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Shannon M. Marcano, City Attorney

**EXHIBIT A**

Contract for Abatement of Tall Grass and Weeds

# Contract for Abatement of Tall Grass and Weeds

For

City of Basehor

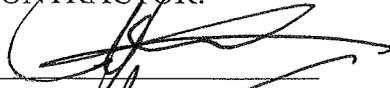
Contract made this \_\_\_\_ day of April, 2015, by and between the City of Basehor, Kansas (the "City") and Lawn Tamers, LLC (the "Contractor") whose principal place of business is P.O. Box #9, Basehor, Kansas, 66007.

1. Contract Administration and Rate per Hour. For and in consideration of the agreement of the City by and through its City Engineer and Planning Director, to direct and assign abatement of tall grass and weeds to the Contractor, the Contractor hereby agrees to be firmly and fully bound by the provisions of the contract documents, including the charges for services as follows:
  - a. Mowing with mowers seven (7) feet or smaller will be billed at \$65.00 per hour.
  - b. Mowing with mowers eight (8) feet or larger will be billed at \$85.00 per hour.
  - c. There shall be a minimum payment of \$75.00 per property mowed within the City.
  - d. In addition to mowing, the Contractor shall trim grass and weeds around structures, trees, signs, poles, fences and other obstructions on each property.
2. Contract Documents. The contract documents shall consist of this contract, the Request for Proposals and the Contractor's completed bid forms dated March 12, 2015, all of which are attached to this contract and made part hereof as if fully set forth.
3. Contract Duration. The duration of this contract shall be from May 1, 2015, to May 1, 2016. By written mutual agreement, the parties may extend this contract for five (5) additional one-year periods.
4. Contract Cancellation. The Contractor may cancel this contract following the first year of service hereunder upon thirty (30) days written notice to the City. The City has the right to cancel the contract if the Contractor fails to perform adequately under the contract, or for any reason, upon thirty (30) days written notice to the Contractor at the address indicated above.
5. Independent Contractor. The Contractor acknowledges and agrees that it is an independent contractor with full control over the methods and means of the performance of the services called for by this contract.
6. Equipment. The Contractor shall use his own equipment, which shall be approved by the City, to complete the work outlined in the contract.

7. Time for Performance. The Contractor shall abate tall weeds and grass on private property within four (4) days of receipt of written or verbal instruction by the City. Appropriate delays due to weather shall be determined at the discretion of the City.
8. Photographs. The Contractor shall take before and after photos of the work completed for each work order. The Contractor shall maintain and make the photos available to the City for a period of one (1) year following the completion of the work order.
9. Billing. The Contractor shall bill the City within seven (7) business days of property being mowed and/or debris removed, for all services rendered. The bill submitted by the Contractor shall itemize all services and include an address for all properties addressed. The City agrees to pay the Contractor within thirty (30) days of approval. However, if the City does not pay the Contractor within thirty (30) days of approval, the City is not responsible for the payment of lost profits as referenced in the bid documents. The Contractor agrees to submit herewith such financial information as shall be required by the City to properly report such payments as required by Federal law.
10. Assignment of Contract. This contract shall not be assigned or transferred by the Contractor without the written consent of the City.
11. Indemnification of the City. The Contractor agrees to indemnify and hold the City harmless from any and all claims, demands, settlements, expense (including the City's reasonable attorney's fees) for personal injury, bodily injury or property damage in any way arising out of the Contractor's performance of this contract.
12. Insurance. The Contractor agrees to provide the City the certificates of insurance for worker's compensation insurance, and liability insurance including general, bodily injury, property damage, and auto with the City named as an additional insured, in the amounts indicated in the Request for Proposals. The City must be provided with a thirty (30) day written notice of any cancellation or material alteration of any such insurance policies.
13. State Law Shall Govern. It is the intention of the parties that the performance of this contract and all suits hereunder be construed in accordance with and pursuant to the laws of the state of Kansas.
14. Contracts and Contract Documents Embody the Agreement. This contract and the contract documents embody the entire agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the City or the Contractor other than as contained herein.

IN WITNESS WHEREOF, the parties have executed this contract at Basehor, Kansas on the \_\_\_\_ day of April, 2015.

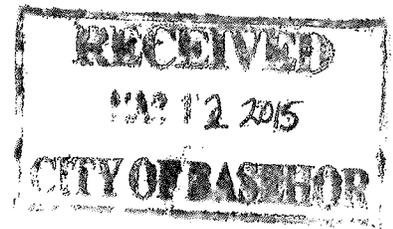
CONTRACTOR:

  
Dawn Tamez LLC.

CITY:

\_\_\_\_\_  
David K. Breuer, Mayor

Lawn Tamers Lawn Maintenance Proposal 2015  
City of Basehor  
Abatement mowing



Bid is for 2015 season.

Mowing with mowers 7' or smaller will be billed at \$65.00 per hour. Mowers 8' and above will be billed at \$85.00 per hour.

Minimum charge will be \$75.00.

Equipment list:

2014 John Deere 4066r 4x4 cab tractor ( 66 horse power ) 7', 8' and 12' brush hog  
Ford 3000 tractor with 6' brush hog  
2006 Ditch Witch SK300 mini skid steer with buckets and a 4' hydraulic brush hog  
2 Wright standers 52" decks 1 2014 and 1 2010  
2 Grasshopper mowers 61" decks 1 2008 and 1 2010  
2014 John Deere 27D mini excavator  
Multiple trimmers  
All equipment is owned by us, not subbed.

In the event that the invoice is late there will be a 15% late fee added to invoice every calendar week until paid. In the event that invoice isn't paid within 30 days, property will not be mowed and lost profits will be charged for the rest of the season. All attorney fees will be forwarded to customer.

By signing this bid you agree to all terms and conditions as stated above.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Lawn Tamers  
P.O. Box #9  
Basehor, Kansas 66007  
Phone: 913-745-5709  
or 913-636-4418  
jason@lawntamersllc.com  
www.lawntamersllc.com