AGENDA
BASEHOR CITY COUNCIL
June 15, 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

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. **Leavenworth Rd. Sidewalk Project – MHS contract- Resolution 2015-10**
6. **Ordinance No. 651 - Amendment to Ord. No. 525**
7. **Resolution 2015-11 – Authorizing Sale of G.O. Bonds**
8. **Ordinance No. 652 – Designating Certain Streets Main Trafficways in City Limits**
9. **Ordinance No. 653 – Authorizing the Issuance of G.O. Bonds**
10. **Planning Commission Appointment – Cecil Swenson**
11. **Basehor Linwood High School Band – Fireworks Stand**
12. **City Administrator's Report**
13. **Council Members Report**
14. **Mayor's Report**
15. **Executive Session** ***(if needed)***
16. **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, May 18, 2015

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

Mayor 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, Dick Drennon and Vernon Fields. Absent: Ty Garver

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

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

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

4. Unfinished Business – Awards Presentation

Chief Martley recognized several members of the Basehor Police Department as well as a public works employee for their outstanding efforts in uncovering a crime that occurred in Basehor late last year. Chief Martley recognized Austin Fisher, public works employee, and police officers Joel Glavin, Bob VanCleave and Lt. Robert Pierce for their work in identifying and arresting a sex offender in October 2014.

Councilman Fields and Councilman Drennon as well as Mayor Breuer thanked those City staff for all their hard work in keeping the City safe.

New Business

5. Mize Houser & Company Audit Review – Resolution 2015-07
Councilman Miles moved to approve the FY 2014 Audit review from Mize Houser & Company and Councilman Fields seconded. The motion passed unanimously, 4-0.

6. **Annual City Official Appointments**
Councilman Healy moved to appoint City officials Chief Martley as Chief of Police, Katherine Renn as City Clerk, Kristi Olson as City Treasurer and William Pray as Municipal Judge and Councilman Drennon seconded. The motion passed unanimously, 4-0.

7. City Attorney Appointment – Resolution 2015-08
Councilman Drennon moved to approve the contract amendment with City Attorney, Shannon Marcano, Resolution 2015-08 and Councilman Healy seconded. The motion passed unanimously, 4-0.

8. Health, Vision & Dental Insurance Renewal for 2015-2016
Councilman Miles moved to approve 2015-2016 Health, Vision & Dental Insurance renewals with Blue Cross Blue Shield, Delta Dental & VSP for City of Basehor and Councilman Drennon seconded. The motion passed unanimously, 4-0.

9. City Administrator's Report –
Mr. Martley informed City Council that the "Click It or Ticket" campaign will be going on May 18 through May 31, 2015 and to buckle up and be safe. Also that Ben Hart will be at the June work session to discuss the budget and explain the bond options. Mr. Martley also informed the Council about the signs that are now posted at the City Park, Leavenworth Road and on 158th Street to show the tax payers how the City funds are being utilized. And finally, to wish Councilman Healy a happy birthday.

10. Council Members Report
Councilman Fields reminded the audience that school is now out and to be more aware of those children who may be out and about and just to be more cautious.

11. Mayor's Report
Mr. Breuer asked Mr. Myracle about the park project. Mr. Myracle informed the Mayor and Council that the City had been informed that Basehor had been chosen to receive funds from the Sunflower grant and it sounds very promising. Mr. Myracle informed the Mayor and Council that the Sunflower Grant committee had never seen so many letters of support from one community before.

12. Executive Session
Councilman Healy moved to go to executive session for ten minutes at 7:35 p.m. and resume by 7:45 p.m. and Councilman Drennon seconded. The motion passed unanimously, 4-0.

City Council resumed at 7:45 p.m. and no action taken.

Adjournment
Councilman Fields moved to adjourn regular meeting at 7:46 p.m. and Councilman Miles seconded. Motion passed unanimously, 4-0.

_____
David K. Breuer, Mayor

Attest:

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

CITY OF BASEHOR
MAY 2015 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$2,828,230	$1,012,521	$751,747	27%
Special Park	$73,000	$11,182	$5,258	7%
Sewer	$1,550,947	$730,933	$432,062	28%
Cedar Lake Maintenance	$40,000	$40,012	$15,739	39%
Bond & Interest	$1,464,781	$436,462	$84,434	6%
Solid Waste	$328,807	$134,068	$87,977	27%
Special Highway	$860,000	$299,079	$22,413	3%
Municipal Equipment Reserve	$173,000	$115	$133,114	77%
Capital Improvement	$20,000	$42,594	$22,300	112%
Employee Benefit	$560,868	$227,385	$243,439	43%
LCSD#3	$33,000	$33,021	$13,216	40%

Department

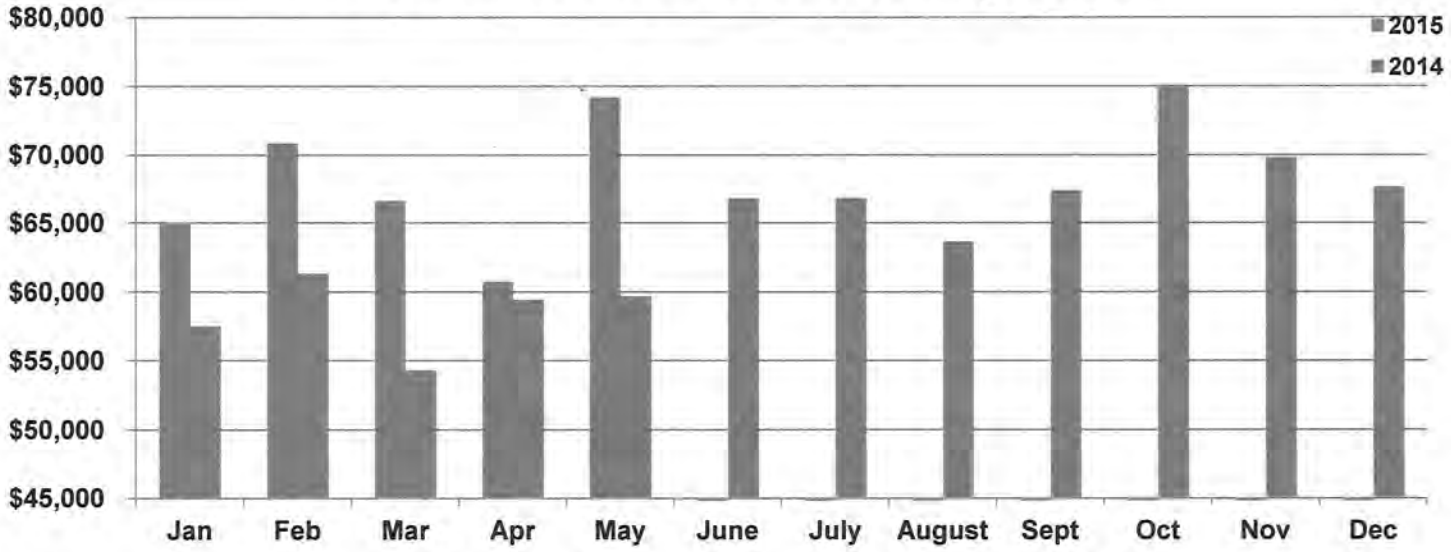
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	$346,547	$158,995	$187,552	46%
Street	$225,132	$63,125	$162,007	28%
Governing Body	$587,800	$41,390	$546,410	7%
Police	$895,035	$337,372	$557,663	38%
Facilities	$144,989	$41,040	$103,949	28%
Administrator	$247,870	$9,096	$238,774	4%
Park & Recreation	$74,942	$16,413	$58,529	22%
Miscellaneous	$112,700	$12,915	$99,785	11%
HR	$26,600	$6,260	$20,340	24%
Planning	$166,615	$65,141	$101,474	39%

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	66,612.89	12,314.43	18.5%	173,151.17	202,427.95	29,276.78	14.5%
Apr	42,633.11	42,372.82	48,009.19	59,434.83	60,756.14	1,321.31	2.2%	232,586.00	263,184.09	30,598.09	11.6%
May	48,186.99	50,639.59	53,986.75	59,679.42	74,209.84	14,530.42	19.6%	292,265.42	337,393.93	45,128.51	13.4%
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	337,393.93						
2015 TDD	$12,253.30										
2014 TDD	$26,026.15										

2014-15 Month to Month Comparison



SOLID WASTE FUND HIGHLIGHTS

For the Month of May 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	1,866	4.72%
April	1,790	1,891	5.34%
May	1,808	1,911	5.39%
June	1,817		
July	1,822		
August	1,828		
September	1,833		
October	1,847		
November	1853		
December	1850		
AVERAGE	1,812	1,873	5.01%

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	$26,221.64	4.70%
April	$25,167.00	$26,404.12	4.69%
May	$25,329.61	$26,756.19	5.33%
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	$131,405.91	

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	$14.05	0.00%
April	$14.06	$13.96	-0.72%
May	$14.01	$14.00	-0.07%
June	$14.02		
July	$14.04		
August	$14.08		
September	$14.05		
October	$14.06		
November	$14.04		
December	$14.04		
AVERAGE	$14.06	$14.03	-0.23%

SEWER

SEWER FUND HIGHLIGHTS

For the Month of May 2015

MONTH	2014 SWR COUNT	2015 SWR COUNT	% DIFFERENCE
January	1863	1960	4.95%
February	1876	1960	4.29%
March	1891	1971	4.06%
April	1906	1997	4.56%
May	1920	2017	4.81%
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	$98,797.47	7.68%
April	$94,279.20	$98,845.10	4.84%
May	$98,923.62	$102,569.87	3.69%
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	$497,650.01	

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	$50.13	3.32%
April	$49.46	$49.50	0.08%
May	$51.52	$50.85	-1.30%
June	$50.37		
July	$50.27		
August	$51.76		
September	$51.14		
October	$50.61		
November	$50.47		
December	$50.00		
AVERAGE	$50.22	$50.24	0.05%

Check Register Report

Date: 05/29/2015
Time: 8:46 AM
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							
22572	05/29/2015	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/MAY	1,405.62
22573	05/29/2015	Printed		BALLARD	MICHAEL & TAMMY BALLARD	YOUTH SPORTS REBATE	50.00
22574	05/29/2015	Printed		BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	CITY STAFF @ 4/16 CHAMBER MTG	110.00
22575	05/29/2015	Printed		COLEMAN	COLEMAN EQUIPMENT INC	BELT FOR MOWER/PWD	77.92
22576	05/29/2015	Printed		DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	TRASH /RECYCLE/CAN RENTAL	21,674.95
22577	05/29/2015	Printed		DOERING	SANDY DOERING	YOUTH SPORTS REBATE	50.00
22578	05/29/2015	Printed		FOUTS	STEVE FOUTS	10 GAL HERBICIDES/PWD & WWTF	1,612.00
22579	05/29/2015	Printed		GALL/TERRY	TERRY & TRACI GALL	YOUTH SPORTS REBATE	45.00
22580	05/29/2015	Printed		GRAF	AMY GRAF	YOUTH SPORTS REBATE X 3	122.50
22581	05/29/2015	Printed		GRAINGER	GRAINGER	9-15A FUSES/LFT STN OPERATIONS	125.10
22582	05/29/2015	Printed		HAYNES EQU	HAYNES EQUIPMENT CO	REPLACE GRNDR PUMP/REPAIR GRNDR	3,420.55
22583	05/29/2015	Printed		HOWARD M	MARK & SUE HOWARD	YOUTH SPORTS REBATE	50.00
22584	05/29/2015	Printed		HUGHES, LO	LORI HUGHES	YOUTH SPORTS REBATE x 2	77.50
22585	05/29/2015	Printed		JENKINS	JENNIFER JENKINS	YOUTH SPORTS REBATE X 2	55.00
22586	05/29/2015	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
22587	05/29/2015	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	7,219.21
22588	05/29/2015	Printed		LOUGH	JONAS & ALEXANDRA LOUGH	YOUTH SPORTS REBATE X 3	110.00
22589	05/29/2015	Printed		MARMON/AA	AARON MARMON	YOUTH SPORTS REBATE	32.50
22590	05/29/2015	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	2,789.67
22591	05/29/2015	Printed		MURKIN	LAURA MURKIN	YOUTH SPORTS REBATE	50.00
22592	05/29/2015	Printed		PORTER,ANN	ANN PORTER	YOUTH SPORTS REBATE	32.50
22593	05/29/2015	Printed		REGISTER	REGISTER OF DEEDS	MONTHLY LAREDO BILLING	60.00
22594	05/29/2015	Printed		SMITH & LO	SMITH & LOVELESS INC	NEW VAC PUMP/LFT STN REPAIRS	710.99
22595	05/29/2015	Printed		SPECTRA	SPECTRA	EPOXY KITS/MNHLE REPRS/COLLCTN	867.00
22596	05/29/2015	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICE/MAY 2015	387.00
22597	05/29/2015	Printed		THOMAS, SA	SARAH THOMAS	YOUTH SPORTS REBATE X 4	155.00
22598	05/29/2015	Printed		TOTAL ELEC	TOTAL ELECTRIC CONTRACTORS INC	FIELD LIGHTING MAINT/FOD	1,017.08
22599	05/29/2015	Printed		UNITED LAB	UNITED LABORATORIES	MISC MAINT ITEMS/WWTF	803.29
22600	05/29/2015	Printed		US BANK	US BANK NATIONAL ASSN	REIMB UB OVERPAYMENT	1.72
22601	05/29/2015	Printed		WESTLAND C	WESTLAND CONSTRUCTION	SEWER LINE REHAB/CHESTNUT ST	14,040.00
22602	05/29/2015	Printed		WILSONS TR	WILSONS TREE SERVICE	3 DAYS CUTTING TREES/CITY PARK	2,400.00

Total Checks: 31 **Checks Total : 59,752.87**

5-29-15
Lloyd Martley
City Administrator

Katherine M. Renn 5-29-15
Katherine Renn
City Clerk

Kristine A. Olson 6/2/15
Kristi Olson
City Treasurer

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 5

Topic: Engineering design services contract for the proposed Leavenworth Road (City Park to 155th Street) sidewalk project.

Action Requested: Approve Resolution 2015-10 to enter into a contract with McAfee Henderson Solutions, Inc. (MHS).

Narrative: On February 4, 2015, a request for qualifications was advertised for design services. The City received seven (7) consultant responses. The selection committee reviewed the proposals and recommended MHS for the project design. On March 27, 2015, the committee finds were discussed with City Council. Resolution 2015-10 includes a contract, scope, and fee. The contract is not to exceed $114,173.18 and will be completed by March 1, 2016.

Presented by: Gene Myracle, City Superintendent and Mitch Pleak, City Engineer

Administration Recommendation: Approve Resolution 2015-10.

Committee Recommendation: N/A

Attachments:

5.26.15 Staff Memo
Project Layout
Resolution 2015-10

Projector needed for this item? No

RESOLUTION NO. 2015-10

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND MCAFEE HENDERSON SOLUTIONS, INC., REGARDING ENGINEERING SERVICES RELATED TO SIDEWALK IMPROVEMENTS ON LEAVENWORTH ROAD IN BASEHOR, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Engineering Services Agreement with McAfee Henderson Solutions, Inc., regarding sidewalk improvements along Leavenworth Road from City Park to 155th Street, attached hereto 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 Engineering Services Agreement with McAfee Henderson Solutions, Inc., attached as **Exhibit A**.

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

PASSED by the Governing Body this ___ day of June, 2015.

APPROVED by the Mayor this ___ day of June, 2015.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Engineering Services Agreement

To be attached.

Memorandum

To: Mr. Mayor and City Council

CC: Lloyd Martley

From: Mitch Pleak

Date: 5.26.15

Re: Leavenworth Road Sidewalk Project.

On August 18, 2014, City Council discussed the possibilities of constructing a sidewalk along Leavenworth Road from the City Park to 155th Street. After discussion, the City Council directed staff to move forward with the project. A request for qualifications (RFQ) was developed based on the project's needs.

On January 20, 2015, staff provided the City Council an updated on the project, RFQ, and advertisement of the RFQ.

On February 4, 2015, the RFQ was advertised. The City received seven (7) responses. The review committee reviewed the qualifications of each firm.

On March 27, 2015, staff discussed the selection of McAfee Henderson Solutions, Inc. (MHS) with the City Council. After discussion, Council directed staff to develop a scope and fee with MHS for the project.

The scope and fee is enclosed within the contract for design services. The contract is a not to exceed contract for $114,173.18 and will be completed by March 1, 2016.

Per the RFQ, the consultant would provide construction inspection services. Construction inspection services are not part of the design service contract. Allowed construction days will be identified and developed at the final design stages. With the allowed construction days identified, a detailed fee can be developed for construction inspection services. The construction inspection contract will be brought to the City Council during the final design stage.

Leavenworth Road Sidewalk Project

(155th Street to City Park)

Project Begins

Remove Existing Sidewalk
Replace with 6 ft Sidewalk

USD #458 Participation

Project Infrastructure Overview
- Project Length = 2,940 feet
- Proposed Sidewalk Width = 6 feet
-Off Site Drainage Improvements
-Improve Drainage Along Leavenworth Road
-Completion 2016

Proposed Sidewalk - 6 ft

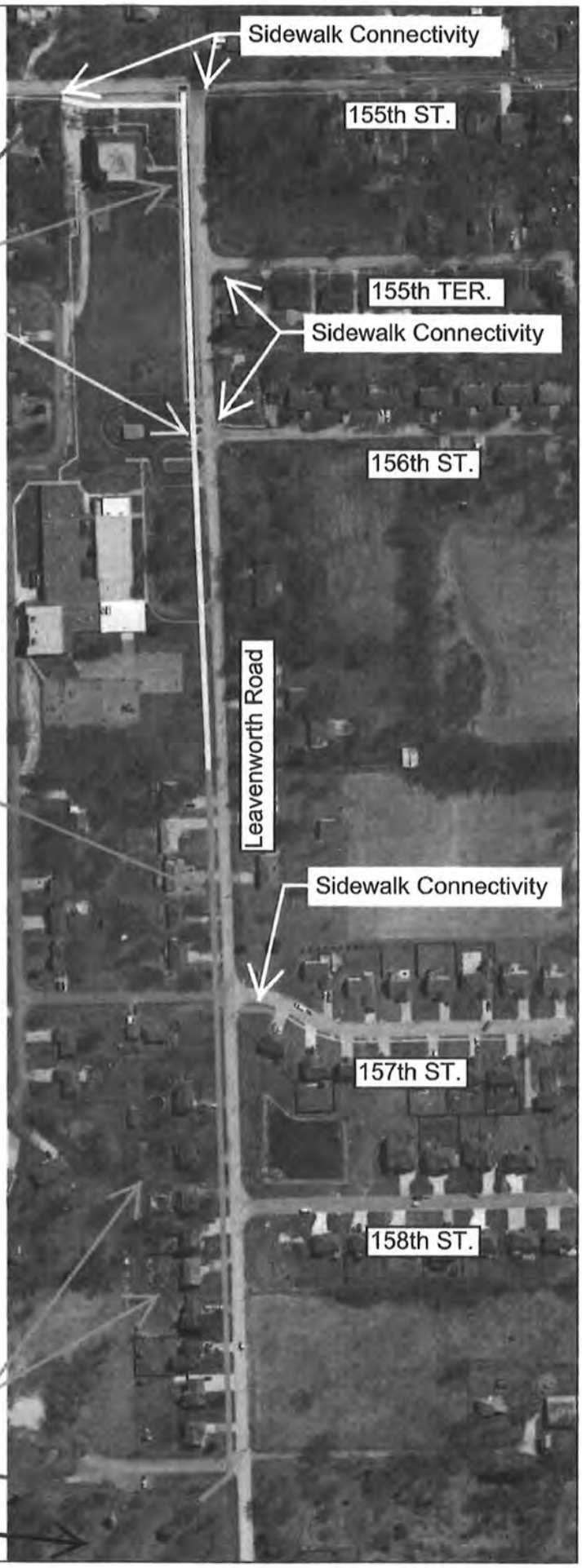
Improvement Benefits
- Pedestrian Mode To and From City Park
- Pedestrian Safety - ADA Ramps
- Connect to Existing Sidewalks
- Elementary School Connectivity
- Resolve Existing Drainage Issues Near City Park

Project Tasks
- Public Input
- Coordinate with Elementary School
- Design
- Land Acquisition
- Utility Relocations
- Inspection
- Construction

Off Site Drainage Improvements

Project Ends - Connect to Park/Existing Trail

City Park



ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made in Leavenworth County, Kansas, by and between the City of Basehor, Kansas, hereinafter "City," and McAfee Henderson Solutions, Inc., herein after "Consulting Engineer." City intends to construct an improvement project (hereinafter the "Project") in Basehor, Kansas, described as follows:

Sidewalk along Leavenworth road from City Park to 155th Street (approximately 2,940 feet) as described in more detail in Exhibit A.

City hereby contracts with Consulting Engineer for the furnishing of professional engineering services in connection with the Project, for the furnishing of such engineering services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer represents to City that Consulting Engineer is professionally qualified to do this Project and is licensed to practice engineering by all public entities having jurisdiction over Consulting Engineer and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Basehor, Kansas.

"Consulting Engineer" means the company identified on pg. 1. Consulting Engineer shall employ for the services rendered herein, only those engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Construction Cost" means and includes the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer's fee, or other payments to the Consulting Engineer and shall not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction for this Project, including all Engineering Documents. All terms defined in the General Conditions of the Agreement for Construction for this Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of

this Agreement.

"Contract Time" means time for completion which is March 1, 2016.

"Engineering Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consulting Engineer under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment.

"Traffic Control Plan" means a specific plan that includes but is not limited to signage; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer an amount not to exceed One hundred fourteen thousand, one hundred seventy-three dollars and 18/100 ($114,173.18), including reimbursables. The fee is based on the performance of the scope of services outlined in this Agreement, and shall be billed as a percentage of the maximum fee per phase and equipment charges as set forth in **Exhibit B** attached herewith, plus direct expenses, such as in-house printing, mileage, etc. Payment to Consulting Engineer shall not exceed the following percentages in each phase of the Project without prior written consent of City:

Investigation & Data Collection	26.2%
Preliminary Design Phase	34.7%
Final Design Phase	26.7%
Right of Way and Easement Staking	9.7%
Post Design Services	2.7%
TOTAL	100.0 %

2. Reimbursable Expenses: The Consulting Engineer shall be reimbursed at the actual cost, not to exceed a total expense of $9,303.18 for the following expenses: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, (g) title company (O & Es); (h) environmental services; and (i)other costs as authorized by City.

3. Additional Services: Consulting Engineer shall provide, with City's concurrence, services in addition to those listed in Section III when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit B**. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consulting Engineer, providing services necessitated in the event the Engineering Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer, and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consulting Engineer, as compensation for these services, shall be in accordance with the hourly rate schedule attached as **Exhibit B**. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.

4. Special Services: Consulting Engineer may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer shall not be paid extra by City if its appearance is to defend its professional Engineering Services. . If Consulting Engineer is requested, in writing, by City, to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit B**.

5. Billing: Consulting Engineer shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Consulting Engineer shall itemize the

services and reimbursable expenses for which payment is requested. City agrees to pay Consulting Engineer within thirty (30) days of approval by the Governing Body.

6. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer immediately. Consulting Engineer will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures.

7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of design tasks completed to date. This report will serve as support for payment to Consulting Engineer

8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer the Consulting Engineer shall be compensated for time and expense required to incorporate such modifications at Consulting Engineer's standard hourly rates per **Exhibit B**; provided, however, that any increase in total fee or Contract Time must be approved through a written change order. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consulting Engineer's negligence or other actionable fault.

9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the Engineering Services or to modify the terms and conditions thereof by either written amendment or by change order. The total fee and Contract Time may only be changed by a written change order approved by City. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including but not limited to, total fee or Contract Time, is a requirement of any insurance policy held by Consulting Engineer as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT

Consulting Engineer shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and

which are required for the construction of the Project which services shall include:

A. PRELIMINARY DESIGN PHASE

1. Services: The services to be provided during this phase are set out in **Exhibit A** attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consulting Engineer shall furnish the City two (2) copies of the preliminary design documents, unless otherwise noted in **Exhibit A**.
3. Preliminary Cost Estimate: Consulting Engineer shall furnish City an estimate of probable Construction Cost based on the preliminary design of the Project. Consulting Engineer's estimate of probable Construction Cost is to be made on the basis of Consulting Engineer's experience and qualifications and represent Consulting Engineer's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consulting Engineer shall advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested prior to commencement of final design phase.

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase are set out in **Exhibit A** attached hereto and incorporated by reference.
2. Final Design Documents: Consulting Engineer shall furnish City three (3) copies, unless otherwise noted in **Exhibit A**, of the final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project.
3. Contract Documents: Consulting Engineer shall prepare contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, all to be approved by the City, and assist in the preparation of other related documents, unless such documents are provided by City.
4. Final Cost Estimate: Consulting Engineer shall furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award.
5. Budget: Consulting Engineer shall advise City if, in its opinion, the amount

budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection and testing prior to bidding phase.

C. **BIDDING PHASE**

1. Services: The services to be provided during this phase are set out in **Exhibit A** attached hereto and incorporated by reference.

2. Bids Exceeding Cost Estimate: If all bids exceed Consulting Engineer's Final Cost Estimate, Consulting Engineer, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City, in its sole discretion, has four (4) options if all bids exceed Consulting Engineer's estimate:(1) consider approval of an increase in the project cost; (2) authorize rebidding of the project; (3)terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the Consulting Engineer's estimate.

E. **GENERAL DUTIES AND RESPONSIBILITIES**

1. Responsibilities under the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect agrees to be responsible for those matters identified in the General Conditions of the Contract for Construction of this Project as being responsibilities of the Consulting Engineer. The General Conditions for the Project shall be per the Engineers Join Contract Documents Committee current version as of the execution of this Agreement.

2. Personnel: Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Matt Henderson. The City will be notified in writing immediately if this individual changes. As project manager on this Project, this person shall be the primary contact with the City's project manager and shall have authority to bind Consulting Engineer. So long as the individual named above remains actively employed or retained by Consulting Engineer, he/she shall perform the function of project manager on this Project.

3. Subsurface Borings & Material Testing: If tests, additional to those provided for

in **Exhibit A**, are required for design, Consulting Engineer shall prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, shall be provided by Consulting Engineer or its subcontractors and compensated as an Additional Service, to be agreed upon on the Change Order.

4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer which is not defined within the scope of services of Consulting Engineer. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work. Although Consulting Engineer may assist City in procuring such services of third parties, Consulting Engineer shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Service: Consulting Engineer shall not subcontract any of the Engineering Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering Services to be subcontracted and the consulting firm or person proposed to accomplish the subcontracted portion of the Project. Unless otherwise stated in the written consent to subcontracting the Engineering Services to be performed under this Agreement, no subcontract will release or discharge the Consulting Engineer from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of $1,000,000 per claim and provide the City with certification thereof.

6. Endorsement: Consulting Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by him/her. Any review or approval by City of any documents prepared by the Consulting Engineer, including but not limited to the plans and specifications, shall be solely for the

purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work.

7. Inspection of Documents: Consulting Engineer shall maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.

SECTION IV - CITY OF BASEHOR RESPONSIBILITIES

1. Communication: City shall provide to Consulting Engineer information and criteria regarding City's requirements for the Project; examine and timely respond to Consulting Engineer's submissions; and give written notice to Consulting Engineer, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering Services.
2. Access: City will provide access for Consulting Engineer to enter public property, and private property when the City has authority to provide access.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit A** as City's responsibility.
4. Program and Budget: City shall provide full information, including a program which shall set forth City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.
5. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer, with authority to transmit instructions and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement in whole or in part either for cause or for its convenience and without cause or default on the part of Consulting Engineer, by providing ten (10) days' written notice of such termination to Consulting Engineer. Upon receipt of such notice from City, Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with City and, subject to City's approval, determine what Engineering Services shall be required of

Consulting Engineer in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.

If City defaults on its obligation under this Agreement, Consulting Engineer must give written notice to the City and give the City an opportunity to cure. If the City does not cure within ten (10) days, Consulting Engineer is entitled to terminate this Agreement by providing ten (10) days' written notice.

2. Termination for Cause: If this Agreement is terminated by the City for cause, after notice to Consulting Engineer, City may take over the Engineering Services and prosecute same to completion, by contract or otherwise. When Consulting Engineer's services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer shall not release Consulting Engineer from liability.

3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer for all Engineering Services completed to date of its receipt of the termination notice and any additional Engineering Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer, City shall compensate Consulting Engineer for the reasonable cost of Engineering Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer including but not limited to its rights to sue for damages.

5. Incomplete Documents: Neither Consulting Engineer, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and Consulting Engineer agree that disputes relative to the Project should first be

addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer shall proceed with the Engineering Services as per this Agreement as if no dispute existed. The City shall withhold 10% of the monthly billing until the dispute is resolved, and shall continue to make the remainder of the payment for Consulting Engineer's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All engineering documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is executed or not, however, the Consulting Engineer will provide City a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer's copyrighted instruments, and Consulting Engineer at his/her option may so identify them by appropriate markings. Provided that Consulting Engineer is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consulting Engineer, however, such reuse without written verification or adaptation by Consulting Engineer for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Consulting Engineer whatsoever. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General

The Consulting Engineer shall maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consulting Engineer shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Consulting Engineer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

2. Notice of Claim Reduction of Policy Limits

The Consulting Engineer, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consulting Engineer shall monitor and promptly notify the City of any

reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consulting Engineer's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consulting Engineer shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

3. General Liability

Limits -

General Aggregate:	$ 500,000
Products / Completed Operations:	$ 500,000
Personal & Advertising Injury:	$ 500,000
Each Occurrence:	$ 500,000

Policy MUST include the following conditions:

a. Commercial General Form
b. Explosion, Collapse & Underground
c. Broad Form Contractual / Contractually Assumed Liability
d. Independent Contractors
e. Broad Form Property Damage
f. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
g. Name City of Basehor as "Additional Insured"

4. Automobile Liability

Policy shall protect the Consulting Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:

Same as General Liability

Policy MUST include the following condition:

Name City of Basehor as "Additional Insured"

5. Workers' Compensation

This insurance shall protect the Consulting Engineer against all claims under applicable state workers' compensation laws. The Consulting Engineer shall also be protected against claims for injury, disease or death of its employees for which, for any reason, may not fall within the provisions of

workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident:	$ 100,000 Each Accident
Bodily Injury by Disease:	$ 500,000 Policy Limit
Bodily Injury by Disease:	$ 100,000 Each Employee

6. Professional Liability

The Consulting Engineer shall maintain throughout the duration of this Contract, Professional Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim and annual aggregate.

7. Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

a. Is licensed to do business in the State of Kansas;
b. Carries a Best's policyholder rating of A- or better; and
c. Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Consulting Engineer.

8. Subconsultants' Insurance

If a part of the Agreement is to be sublet, the Consulting Engineer shall either:

a. Cover all subconsultant in its insurance policies, or
b. Require each subconsultant not so covered to secure insurance which will protect subconsultant against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consulting Engineer shall indemnify and hold harmless the City as to damages, liabilities or costs, including reasonable attorney's fees, to the extent arising out of the acts or omissions of its subconsultants.

E. INDEMNITY

1. Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss" means damage, liability or costs, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), for injury, including death, to person or persons or damages to or Loss of, property of person, firm or corporation, including the parties hereto,

which to the extent arise out of or are connected with, negligent acts, errors or omissions of Consulting Engineer whether arising before or after the completion of the Engineering Services required hereunder.

2. Indemnity: For purposes of this Agreement, Consulting Engineer hereby agrees to indemnify, defend and hold harmless the City and its employees and agents from damages or alleged damages caused or incurred as a result of the negligence or other fault of the Consulting Engineer, its affiliates, subsidiaries, employees, agents and subconsultants and their respective servants, agents and employees.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. During the performance of this Agreement, the Consulting Engineer agrees that:
   a. Consulting Engineer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
   b. in all solicitations or advertisements for employees, the Consulting Engineer shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
   c. if the Consulting Engineer fails to comply with the manner in which the Consulting Engineer reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;

d. if the Consulting Engineer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and

e. the Consulting Engineer shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a contract entered into by a Consulting Engineer:

- who employs fewer than four employees during the term of such contract; or
- whose contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

2. The Consulting Engineer further agrees that the Consulting Engineer shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW

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

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Consulting Engineer without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. INDEPENDENT CONTRACTOR

The Consulting Engineer is an independent contractor and as such is not an agent or employee of the City.

L. WORK DELIVERABLE FORMAT

1. Project Drawings: Project drawings which are developed by Consulting Engineer through the use of a Computer Aided Drafting (CAD) System shall be made available to City by providing a Microsoft compatible compact disc. However, due to the potential that the information set forth on the electronic media (disk) can be modified by City, or City consultants, unintentionally or otherwise, Consulting Engineer shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. For documentation purposes, two sets of an original electronic media (disk) and two (11" x 17" size or larger) duplicate hard copy sets will be prepared. One set will be given to City and one set will be retained by Consulting Engineer. If City provides such electronic media (disk) to others for any purpose, City shall require the electronic media (disk) to be returned to City upon completion of such use. City recognizes that use of such electronic media (disk) will be at City's sole risk and without any liability risk or legal exposure by Consulting Engineer.
2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a Microsoft compatible compact disc.

N. COVENANT AGAINST CONTINGENT FEES

Consulting Engineer warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Consulting Engineer shall abide by applicable federal, state and local laws, ordinances and regulations applicable to the Engineering Services or the Project at the time Services are rendered. Consulting Engineer shall secure occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement 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 this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of _____ 2015.

McAfee Henderson Solutions, Inc.

By: _____
Authorized Signatory

Matt Henderson
Vice President

CITY OF BASEHOR, KANSAS

_____
David K. Breuer
Mayor

ATTEST:

_____
Katherine M. Renn
City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano
City Attorney

EXHIBIT A
Scope of Work

1. SCOPE OF WORK

McAfee Henderson Solutions, Inc. (ENGINEER) will provide surveying and final engineering plan services to the CITY of Basehor for the proposed 6-ft sidewalk improvements along the north side of Leavenworth Road, from City Park to 155th Street, and an 8-ft turned down sidewalk fronting the Special Education Center located at the northwest corner of 155th Street and Leavenworth Road.

Anticipated project improvements in addition to concrete sidewalks will include enclosed storm drainage, driveway improvements, pavement markings and integral sidewalk retaining walls.

2. BASIC SCOPE OF SERVICES

Surveys

a. Provide field surveys in accordance with KDOT and State of Kansas minimum standards in establishing the property lines of the 22 parcels within the project area. Locate and reference nearest corner monuments to each end of the project in establishing section lines and right of way through the project. Leavenworth County Control Network State Plane Coordinates (NAD 83) will be utilized.

b. Provide an approximate 5,300 linear feet topographic corridor survey for the project collecting terrain data, site planametric features, and utilities within project limits. Length of corridor survey shall be as follows:

Leavenworth Road (North Side) – North side of Leavenworth Road from City Park to 155th Street, approximately 2,700 total linear feet. Corridor survey approximately 80-ft wide from centerline of road to front building setback line.

City Park and 15818 to 15802 Leavnworth Road – From culvert located beneath Park Road (approximately 330 feet north of Leavenworth Road) along drainage channel and rear property lines for 15018 to 15802 Leavenworth road, including side yards. Approximately 900 total linear feet by 100-ft width.

Leavenworth Road (South Side) – South side of Leavenworth Road from City Park to southeast property corner of 3028 N. 157th Street and south side of Leavenworth Road from 156th Street to 155th Terrace, approximately 1,300 total linear feet. Corridor survey approximately 80-ft wide from centerline of road to front building setback line.

155th Street – West side of 155th Street from south right of way of Leavenworth road to northeast corner of 3112 N. 155th Street, approximately 490 linear feet by 90-ft width.

c. Localized project control shall contain a minimum of four (4) project benchmarks and four (4) recoverable control points outside the anticipated construction limits.

d. Obtain Ownership and Encumbrance (O&E) reports from a qualified Title Company at project inception and refresh the O&E documents prior to right of way acquisition. Twenty-two (22) O&E reports are anticipated for this project.

e. Prepare legal descriptions and exhibits sealed by a registered land surveyor for each parcel requiring temporary construction easements within the project limits.

f. Provide staking of all easements required for the project construction with a 40d nail and lathe with flagging.

Engineering

g. Conduct meetings with the CITY for the Project Kick-Off, 30% Concept Design Stage, Field Check, Utility Coordination, Office Check and Final Plans.

h. Perform hydrologic and hydraulic calculations for the proposed conditions of all affected drainage areas in the 2, 10, 25, and 100 year storm events. Incorporate drainage table and map into the construction documents.

i. The ENGINEER shall develop two (2) design concepts outlining pros and cons of each concept with anticipated difference in construction costs. Concept No. 1 shall provide two evaluations for an enclosed storm drainage system in the vicinity of 158th Street and Leavenworth Road. The first evaluation will provide storm sizing required for piping maximum flows (10 to 25 year storm) and the second evaluation will be for piping lower storm (2-year) underground. Each evaluation will include routing larger storm with overland flow. Concept No. 2 shall include analysis for extension of enclosed system eastward to the school property. Upon selection of concept by City Staff, MHS will commence field check plans.

j. Assist CITY in conducting two public information meetings for the surrounding property owners and public interested in the project improvements.

k. Prepare field check plans based on the selected concept in accordance with City of Basehor Standards and conduct field check with CITY staff. Plans to include the following:

i. Typical sidewalk cross sections.
ii. Existing rights of ways and property.
iii. Horizontal and vertical layout of sidewalks, drives, and drainage improvements.
iv. Construction limits and cross sections.
v. Engineering estimate of probable cost of construction

l. Coordinate utility companies having facilities that require adjustment and/or relocation within the project limits. Sidewalk and storm sewers shall be designed to minimize impacts to utilities. Relocation plans shall be provided by the utility owner.

m. Prepare Office Check plans incorporating any modifications from field check meeting. Plans shall include all necessary details required for bidding.

n. Prepare Final Plans and all required details and special provisions for technical specifications not covered by City of Basehor or the Kansas State Road and Bridge Specifications to be used in the bidding documents.

o. Submit documentation for permit determination with the Army Corp of Engineers and Division of Water Resources. Project is anticipated to only require a NOI permit from KDHE, due to land disturbance area to be greater than 1 acre.

p. Provide bid phase services which shall include preparation of project manual and specifications for the project. MHS will distribute notice of project to area contractors and plan houses for plans to be purchased for bidding. MHS will conduct a non-mandatory pre-bid meeting for interested contractors and attend public bid opening at the City of Basehor. MHS will make recommendations to the City on acceptance of lowest qualified contractor bid.

q. Construction engineering services will be an addendum to this contract based on the number of working days set forth by the contract documents. Once construction time length is established, MHS will submit a fee proposal for performing these services.

3. PROJECT DELIVERABLES

The ENGINEER will deliver the following items the CITY. All preliminary and utility plan sets shall be half size (12" x 18").

a. Two (2) sets of 30% Concept Design Plans
b. Two (2) sets of Field Check Plans
c. One (1) set of Final Plans without structural details for each utility
d. Two (2) sets of plans without structural details for right-of-way acquisition
e. One (1) copy of the plan and profile sheet per adjacent property owner
f. Two (2) copies of right of way exhibits with legal descriptions
g. Copy of title work
h. Three (3) complete sets of Final Plans
i. Electronic PDF of each plan sheet

4. COMPENSATION FOR PROFESSIONAL SERVICES

Not To Exceed Fees: The ENGINEER will provide professional services for this project in accordance with the Scope of Work, Basic Scope of Services, Project Deliverables and Terms and Conditions of Agreement listed herein on an hourly rate plus expenses for the following not to exceed fees. The estimated man hour projections and expenses are listed in **Attachments B and C** respectively.

Phase 1 - Investigation and Data Collection	24,470.00
Phase 2 - Preliminary Design	39,140.00
Phase 3 - Final Design	29,990.00
Phase 4 - Right of Way and Easement Staking	8,220.00
Phase 5 – Post Design Services	3,050.00
Subtotal Survey and Engineering Services	$104,870.00

Reimbursable Expenses:	
Title Commitment Report 22 Parcels (Original)	$4,950.00
Title Commitment Report 22 Parcels (Updates)	$2,750.00
Printing, Mileage, Postage	$1,603.19
Subtotal Reimbursable Expenses	
Total Project Fee:	**$114,173.18**
Construction Observation Services	Fee TBD

EXHIBIT B
Professional Fee and Expense Worksheet

ATTACHMENT B: PROFESSIONAL FEE WORKSHEET

Proj: Improvements Road Network and Drain Improvements
By: M. Hardaway
Date: April 21, 2015
Client: City of Dunbar
Notes: Engineering & Survey Activities
Rev #:

MHS TASK CODE	TASK ID.	WORK TASK DESCRIPTION / TITLE / RATE	Engineering ENG-4 Project Manager $120.00	Engineering ENG-3 Project Engineer PE $95.00	Engineering ENG-2 Project Engineer $80.00	Engineering ET-5 CAD Tech 5 $80.00	Engineering ET-2 CAD Tech 2 $60.00	Survey LS-6 Land Survey Crew $145.00	Survey LS-5 Professional Surveyor $90.00	Survey LS-3 Survey Tech 3 $70.00	Inspection INS-6 Construction Engineer 2 $90.00	Inspection INS-4 Construction Inspector 4 $80.00	TOTAL HOURS	PROFESSIONAL FEE ($)
		INVESTIGATION & DATA COLLECTION												
-1-	1.1	Research for project kick-off meeting	4	8									12	$ 1,240.00
-1-	1.2	Pre-Design Conference with City Staff	2	2									4	$ 430.00
-1-	1.3	Survey reconfirmation w/ door hangers & re-listings	2										2	$ 240.00
-1-														
-1-														
-1-		**Field Survey Operations**												
-1-	1.5	Project Set up and Administration	1						3				5	$ 390.00
-1-	1.6	Obtain O & E Reports, review, research County records (25 tracts)							11	8			19	$ 1,550.00
-1-	1.7	Establish primary and secondary control						8					8	$ 1,160.00
-1-	1.8	Receiver USPLS corner/recon property corners and right of way						8					8	$ 1,160.00
-1-	1.9	GPS (RTK) of state plane control & Section Corners 26, 27, 34, and 35						16					16	$ 2,320.00
-1-	1.10	Establish control benchmarks along corridor						12					12	$ 1,740.00
-1-	1.11	Obtain topographic and planimetric data (+/- 5,500 x +/- 100)						54					54	$ 7,830.00
-1-														
-1-		**Office Survey Operations & Descriptions**												
-1-	1.13	Prepare survey notes							5				5	$ 450.00
-1-	1.14	Develop base drawing with section corner, property, and right of way							8	40			48	$ 3,520.00
-1-	1.15	DTM, Surface, Basemap, Fieldsheet, Redlines - QC/QA	2			4			4	16			26	$ 2,080.00
		Subtotal	11	10	0	4	0	98	33	64	0	0	222	$ 24,470.00
		PRELIMINARY DESIGN												
-2-	2.1	Project Administration, Meetings, and QC/QA	16										16	$ 1,920.00
-2-	2.2	Hydrology & Hydraulics calculations for sub-basins	4		12								16	$ 1,440.00
-2-	2.3	Preliminary Storm Sewer Design(s)	8		34								42	$ 3,880.00
-2-	2.4	Profiles and Parking Lots Concepts	8	30		28							66	$ 5,380.00
-2-	2.5	Identification of potential utility conflicts	2	4		6							12	$ 1,160.00
-2-	2.6	Production of 75% conceptual 30% Design Documents	8	10		8	42						68	$ 5,120.00
-2-	2.7	Intersection Turn Movements, Ramp Locations, and Crosswalk Markings		2		8							10	$ 910.00
-2-	2.8	Drive Designs and Elevations	2	8	20	26							56	$ 4,940.00
-2-	2.9	Cross Sections/Earthwork Analysis	4	4	16	8	34						66	$ 4,980.00
-2-	2.10	Grading and integral retaining wall sidewalk design	4	4	16		8						32	$ 2,620.00
-2-	2.11	Meetings with city - finalize geometrics and profiles	4	4									8	$ 960.00
-2-	2.12	Production of Field Check Construction Documents				16	36						52	$ 3,600.00
-2-	2.13	Update Quantities and Engineer's Estimate of Probable Costs	4	8									12	$ 1,240.00
-2-	2.14	Field Check with City Staff and Utilities	6	6									12	$ 1,200.00
-2-	2.15	Permit documentation for County, State and Federal Jurisdictions			8		4						12	$ 880.00
		Subtotal	56	76	106	100	114	0	0	0	0	0	456	$ 39,110.00

ATTACHMENT B: PROFESSIONAL FEE WORKSHEET

Proj: Leavenworth Road Sidewalk and Street Improvements
By: M. Henderson
Date: April 21, 2011
Client: City of Gladstone
Phase: Engineering & Survey Activities
Rev. #:

MBS TASK CODE	TASK ID	WORK TASK DESCRIPTION	ESTIMATED MAN HOURS BY POSITION: Engineering ESG-4 Project Manager $120.00	Engineering ESG-3 Project Engineer IV $95.00	Engineering ESG-2 Project Engineer $80.00	Engineering ET-3 CAD Tech 3 $90.00	Engineering ET-2 CAD Tech 2 $80.00	Survey LS-6 Land Survey Crew $145.00	Survey LS-5 Professional Surveyor $90.00	Survey LS-3 Survey Tech 3 $70.00	Inspection ISS-6 Construction Engineer 2 $90.00	Inspection ISS-4 Construction Inspector 4 $80.00	TOTAL HOURS	PROFESSIONAL FEE ($)
		FINAL DESIGN												
3-	3.1	Finalize sidewalk alignment & plan/profile sheets	2	8		16							26	$ 2,680.00
3-	3.2	Finalize storm alignments and hydraulics	2		24		8						34	$ 2,640.00
3-	3.3	Erosion control, traffic control, misc. design	2		16								18	$ 1,520.00
3-	3.4	ADA Sidewalk Ramp Designs (11)	5		12		16						33	$ 2,520.00
3-	3.5	Cross Sections	4	8		24	16						52	$ 4,360.00
3-	3.6	Utility coordination and design (power, water, telephone)	2	6									8	$ 610.00
3-	3.7	Incorporation of permitting agency comments			4								4	$ 320.00
3-	3.8	Production of Office Check Construction Documents	6	16		18	32						86	$ 7,040.00
3-	3.9	Constructibility review by Inspection and Survey Staff									4	8	12	$ 1,080.00
3-	3.10	Update Quantities and Engineer's Estimate of Probable Costs		4	8	8							20	$ 1,740.00
3-	3.11	Production of Final Design and Specification Documents - 100% CDs	4	8		16	16						44	$ 3,640.00
3-	3.12	Meetings with City Staff	8	8									16	$ 1,720.00
		Subtotal	37	58	64	90	88	0	0	0	4	8	355	$ 29,990.00
		RIGHT OF WAY AND EASEMENT STAKING												
4-	4.1	Review and Revision O & E Reports							8				8	$ 720.00
4-	4.2	Prepare Easement Descriptions (22 tracts - 22 descriptions)							8	16			24	$ 1,840.00
4-	4.3	Prepare Exhibits for affected tracts (22 tracts - 22 exhibits)	2	2					6	30			40	$ 3,080.00
4-	4.4	Prepare Notes and Computations							5	4			9	$ 750.00
4-	4.5	Stake Easements	1					12					13	$ 1,860.00
		Subtotal	3	2	0	0	0	12	27	50	0	0	94	$ 8,210.00
		POST DESIGN SERVICES												
5-	5.1	Final Bid Documents & Contractor Questions	4	16									20	$ 2,080.00
5-	5.2	Bid Opening, Review, and Contractor Recommendation	4	6									10	$ 1,050.00
		Subtotal	8	22	0	0	0	0	0	0	0	0	30	$ 3,050.00
		TOTALS (Hours)	**129**	**168**	**160**	**200**	**202**	**110**	**62**	**114**	**4**	**8**	**1157**	**$ 104,870.00**
		Reimbursable Expenses from Attachment B												**$ 9,303.18**
		TOTAL PROJECT COST INCLUDED REIMBURSABLE	**$15,480.00**	**$15,960.00**	**$12,800.00**	**$18,000.00**	**$12,120.00**	**$15,950.00**	**$5,580.00**	**$7,980.00**	**$360.00**	**$640.00**		**$ 114,173.18**

ATTACHMENT C: EXPENSE WORKSHEET

[illegible]

Proj: [illegible]
By: M. [illegible]
Date: 4/21/2015
Client: City of [illegible]
Dept: [illegible]
Ref: [illegible]

MHS TASK CODE	TASK ID	WORK TASK DESCRIPTION	Survey Copies 8-1/2 x 11 Each	Survey Mileage Vehicle Miles	Survey File Report Original Each	Survey File Report Updates Each	Survey USFLS Center Doc Each	Engineering Mileage Vehicle Miles	Engineering Copies 24" x 36" Each	Engineering Copies 12" x 18" Each	Engineering Copies 8-1/2 x 11 Each	Permits KDHE DWR	Postage and Courier Services	EXPENSE EFFORT ($)
		DEPARTMENT												
		UNIT COST RATE	$0.15	$0.565	$225.00	$125.00	$5.00	$0.565	$1.40	$0.70	$0.15	$60.00	$35.00	
		BILL RATE	$0.15	$0.565	$225.00	$125.00	$5.00	$0.565	$1.40	$0.70	$0.15	$60.00	$0.00	
		INVESTIGATION & DATA COLLECTION												
-1--	1.2	Pre-Design Conference with City Staff						48.00						$ 27.12
-1--	1.3	Survey notification w/ door hangers & mailings	22.00											$ 3.30
-1--	1.6	Obtain O & E Reports, review, research County records (22 tracts)	88.00		22.00									$ 4,063.20
-1--	1.7	Establish primary and secondary control		48.00										$ 27.12
-1--	1.8	Recover USFLS corners from property corners and right of way		48.00			16.00							$ 107.12
-1--	1.9	GPS (RTK) of state plane control & Section Corners 26, 27, 34, and 35		96.00										$ 54.24
-1--	1.10	Establish control benchmarks along corridor		48.00										$ 27.12
-1--	1.11	Obtain topographic and planimetric data (+/- 5,800' x +/- 80')		298.00										$ 162.72
-1--	9	Office Survey Operations & Descriptions												$ -
-1--	1.13	Prepare survey notes	12.00											$ 1.80
		Subtotal	122.00	528.00	22.00	0.00	16.00	48.00	0.00	0.00	0.00	0.00	0.00	$ 5,373.74
		PRELIMINARY DESIGN												
-2--	2.6	Production of 2 Concepts and 30% Design Documents							20.00	40.00				$ 86.00
-2--	2.11	Meetings with City - finalize geometries and profiles						134.00						$ 75.71
-2--	2.12	Production of Field Check Construction Documents							120.00	60.00				$ 210.00
-2--	2.13	Update Quantities and Engineer's Estimate of Probable Costs									6.00			$ 0.90
-2--	2.14	Field Check with City Staff and Utilities						48.00						$ 27.12
-2--	2.15	Permit documentation for County, State and Federal Jurisdictions						65.00			8.00	1.00	1.00	$ 97.95
		Subtotal	0.00	0.00	0.00	0.00	0.00	247.00	140.00	100.00	14.00	1.00	1.00	$ 497.66
		FINAL DESIGN												
-3--	3.8	Production of Office Check Construction Documents							140.00	70.00			1.00	$ 245.00
-3--	3.10	Update Quantities and Engineer's Estimate of Probable Costs									4.00			$ 0.60
-3--	3.11	Production of Final Design and Specification Documents - 100% CDs							210.00	70.00			1.00	$ 343.00
-3--	3.12	Meetings with City Staff						96.00						$ 54.24
		Subtotal	0.00	0.00	0.00	0.00	0.00	96.00	350.00	140.00	4.00	0.00	2.00	$ 642.84

ATTACHMENT C: EXPENSE WORKSHEET

[illegible]

Title: [illegible]
By: [illegible]
Date: 4/20/2015
Client: City of Houston
Name: Engineering & Survey Activities
Rev. no.

MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	DEPARTMENT	Survey Copies 8-1/2 x 11 Each	Survey Mileage Vehicle Miles	Survey Title Report Original Each	Survey Title Report Updates Each	Survey USPLS Corner Doc Each	Engineering Mileage Vehicle Miles	Engineering Copies 24" x 36" Each	Engineering Copies 12" x 18" Each	Engineering Copies 8-1/2 x 11 Each	Permits KDHE DWR	Postage and Courier Services	EXPENSE EFFORT ($)
			UNIT COST RATE	$0.15	$0.565	$225.00	$125.00	$5.00	$0.565	$1.40	$0.70	$0.15	$60.00	$35.00	
			BILL RATE	$0.15	$0.565	$225.00	$125.00	$5.00	$0.565	$1.40	$0.70	$0.15	$60.00	$0.00	
		RIGHT OF WAY AND EASEMENT STAKING													
-4-	4.1	Renew and Review O & E Reports					22.00								$ 2,750.00
-4-	4.2	Prepare Easement Descriptions (22 tracts - 22 descriptions)		44.00											$ 6.60
-4-	4.3	Prepare Exhibits for affected tracts (22 tracts - 22 exhibits)		44.00											$ 6.60
-4-	4.4	Prepare Notes and Computations		10.00											$ 1.50
-4-	4.5	Stake Easements			96.00										$ 54.24
		Subtotal		98.00	96.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$ 2,818.94
		TOTALS (# of units)		**220.00**	**624.00**	**22.00**	**22.00**	**16.00**	**391.00**	**490.00**	**240.00**	**18.00**	**1.00**	**3.00**	**$ 9,303.18**
		TOTALS ($)		**$33.00**	**$352.56**	**$4,950.00**	**$2,750.00**	**$80.00**	**$220.92**	**$686.00**	**$168.00**	**$2.70**	**$60.00**	**$0.00**	**$9,303.18**

EXHIBIT C
Project Schedule

PROJECT SCHEDULE

The MHS design team has staff available to commence work in June 2015 and ability to meet the City's tentative schedule outlined in the Request for Proposal.

If desired by the City; our staff is capable of accelerating design of the project to allow construction to commence in the spring of 2016. The MHS schedule proposed below awards the project to a contractor earlier in the year. This would allow the project construction to be phased where the contractor could commence work in areas that will not disrupt pedestrian and school related traffic prior to the end of the school year.

The following is an outline of a potential accelerated schedule for your project.

Task	Estimated Duration	Date of Completion
Notice to Proceed		June 17, 2015
Project Kick-Off Meeting	1 day	June 26, 2015
Topographic and Property Survey	2 weeks	July 15, 2015
Preliminary Design Concepts	6 weeks	September 3, 2015
Review of Concepts by City Staff	6 weeks	October 22, 2015
Preliminary Design	4 weeks	November 25, 2015
Field Check with City Staff	1 week	December 2, 2015
Final Plans and Temp. Const. Easements*	4 weeks	January 15, 2015
Submit State NPDES Permit	1 day	February 8, 2016
Final Plan Specifications and Project Letting		March, 2016
Contract Award		April, 2016
Notice to Proceed		TBD

This schedule shows possible completion dates for major project milestones. Additional tasks may be identified in the Project Kick-Off Meeting with City Staff.

* Preparation of Temporary Construction Easements requiring tree removal can be accelerated for acquisition purposes should removals be necessary prior to March 1 due to US Fish & Wildlife Regulations regarding habitat preservation for Northern Long Eared Bats.

; 627359. }

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic: Amendment to Ordinance 525 pertaining to prohibit heavy truck traffic or parking on city streets.

Action Requested: Approve Ordinance 651amending Chapter 44, Article IV, Section 44-150 of the City Code of the City of Basehor

Narrative: On February 4, 2008 Ordinance 525 was passed by the City Council amending Chapter 14, Section 14-203 of the City Code of the City of Basehor to prohibit heavy truck traffic to include parking on city streets. The purpose of the ordinance was to restrict any vehicle weighing over 26,000 from driving or parking on city streets without a specific purpose. The ordinance incorrectly stated that vehicles with a **state licensing rating** of 26,000 were prohibited. It should have stated any vehicle with a gross vehicle mass (GVM) of 26,000 pounds were prohibited. Ordinance 651 will correct the wording and prohibit any vehicle with a GVM exceeding 26,000 from driving or parking on our city streets without an intended purpose.

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

Administration Recommendation: Approve Ordinance 651

Committee Recommendation: N/A

Attachments: Ordinance 525 and 651

Projector needed for this item?

No

ORDINANCE NO. 651

AN ORDINANCE AMENDING CHAPTER 44, ARTICLE IV, SECTION 44-150, ENTITLED "TRUCKS, BUSES, ETC., PARKING RESTRICTED", OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the City Council of the City of Basehor desires to amend Chapter 44, Article IV, Section 44-150 of the City Code of the City of Basehor, Kansas, entitled "Trucks, buses, etc., parking restricted".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS AS FOLLOWS:

Section 1. That Chapter 44, Article IV, Section 44-150 of the City Code of the City of Basehor, Kansas, shall be amended with the addition of the underlined language, and the deletion of the stricken language as follows:

Sec. 44-150. - Trucks, buses, etc., parking restricted.

(a) It shall be unlawful to drive ~~park~~ any bus, truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances having a ~~state licensing rating~~ gross vehicle mass of ~~26M (~~13 tons or 26,000 pounds~~)~~, or more, upon any city ~~residential~~ street ~~within the city~~ unless such vehicle is picking up or delivering merchandise to a location that is only accessible via ~~residential~~ city streets. Its shall be unlawful to park such vehicle picking up or delivering merchandise to a location that is only accessible via ~~residential~~ city streets on ~~the residential~~ any city street for any period of time exceeding two hours. For the purpose of this section, the term "tractor" shall include both road tractors and farm tractors.

~~(b) It shall be unlawful for any bus (excluding any school buses), truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances having a state licensing ratinggross vehicle weight of 26M (13 tons or 26,000 pounds) or more to drive or park upon any residential street within the city unless such vehicle is picking up or delivering merchandise to a location that is only accessible via the residential street.~~

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of the ordinance shall be and are hereby repealed.

Section 3. That this ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED by the Governing Body this ___ day of June, 2015.

APPROVED by the Mayor this ___ day of June, 2015.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

SCANNED

City of Basehor
7-9-08 CD

February 4, 2008

(First published in *Basehor Sentinel* 14th day of February, 2008)

ORDINANCE NO. 525

AN ORDINANCE AMENDING THE CITY CODE TO PROHIBIT CERTAIN TRUCK TRAFFIC OR PARKING ON RESIDENTIAL STREETS

WHEREAS, Section 14-203 of Chapter 14 of the City Code sets forth local regulations on truck traffic within the City; and

WHEREAS, the Governing Body believes it is in the best interest of the City to prohibit large trucks on residential streets that pose a safety issue due to their size and obstruction to vision, or cause increased wear on streets due to their weight;

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

SECTION 1: In accordance with K.S.A. 8-1912(c), the Governing Body does hereby amend Section 14-203 of Chapter 14 of the City Code to read as follows:

14-203. TRUCKS, BUSES ETC.; PARKING OR DRIVING RESTRICTED. (a) It shall be unlawful to park any bus, truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more upon a residential street within the city for any period of time exceeding two hours. For the purpose of this section, the word tractor shall include both road tractors and farm tractors.

(b) Vehicles with a Weight of 13 Tons or Over. It shall be unlawful for any bus (excluding any school buses), truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more to drive or park upon any residential street within the city unless such vehicle is picking up or delivering merchandise to a location that is only accessible via the residential street. (Ord. 176, Sec. 1; Ord. 259, Sec. 2; Ord. ____, Sec. 1)

SECTION 2. Effective Date. This Ordinance shall take effect and be enforced from and after its passage, approval, publication and installation of appropriate "NO TRUCKS" signs as recommended by the Manual on Uniform Traffic Control Devices for the streets described in SECTION 1 of this Ordinance, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS, THIS 4th DAY OF February, 2008.

Chris Garcia, Mayor

ATTEST:

Mary A. Mogle, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

SEAL OF THE CITY OF BASEHOR, KANSAS CORPORATE SEAL

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 7

Topic: Authorizing the sale of G.O. Improvement Bonds, Series 2015A

Action Requested: Approve Resolution 2015-11

Narrative: The City will be issuing $1,350,000 bond debt for improvements to Leavenworth Road sidewalk, storm/sanitary sewer rehabilitation and 141st and Donahoo Road. Resolution 2015-11 authorizes the City to offer the sale of these G.O. Bonds for the improvements

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

Administration Recommendation: Approve Resolution 2015-11

Committee Recommendation: N/A

Attachments: Resolution 2015-11

Projector needed for this item?

No

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON JUNE 15, 2015

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

_____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Improvement Bonds, Series 2015-A, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-A, OF THE CITY OF BASEHOR, KANSAS.

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. _____.

* * * * * * * * * * * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Katherine M. Renn, City Clerk

G.O. SALE DOCUMENTS

A. Excerpt of Minutes of Meeting authorizing offering for sale of Bonds
B. Resolution for a Public Sale

RESOLUTION NO. 2015-11

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-A, OF THE CITY OF BASEHOR, KANSAS.

WHEREAS, the City of Basehor, Kansas (the "Issuer"), plans to undertake certain internal improvements described as follows (collectively, the "Improvements"):

Project Description	**Amount**
Leavenworth Road – Sidewalk	$800,000.00
Storm/Sanitary Sewer Rehabilitation	350,000.00
141st and Donahoo Road Improvements	350,000.00
Total:	***$1,500,000.00***

WHEREAS, the Issuer proposes to issue its general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, the Issuer has selected the firm of Springsted, Incorporated, Saint Paul, Minnesota (the "Municipal Advisor"), as municipal advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Kansas City, Missouri ("Bond Counsel"), in conjunction with the Clerk and other officials of the Issuer to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer for sale the Issuer's General Obligation Improvement Bonds, Series 2015-A (the "Bonds") described in the Notice of Bond Sale, to be prepared by Bond Counsel in conjunction with the Municipal Advisor and the Issuer.

Section 2. The Mayor and Clerk in conjunction with the Municipal Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Clerk, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond

Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Leavenworth County, Kansas, and the ***Kansas Register*** and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the governing body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the governing body shall review such bids and shall award the sale of the Bonds or reject all proposals.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Clerk or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on June 15, 2015.

(SEAL)

ATTEST:

_____
David K. Breuer, Mayor

_____
Katherine M. Renn, City Clerk

(Signature Page to Sale Resolution)

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

To: _____

_____

Re: City of Basehor, Kansas, General Obligation Improvement Bonds, Series 2015-A

The undersigned are the duly acting Mayor and Clerk of the City of Basehor, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF BASEHOR, KANSAS

By: _____
Title: David K. Breuer, Mayor

By: _____
Title: Katherine M. Renn, City Clerk

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 8

Topic: Ordinance 652 designating certain streets within the City of Basehor, Kansas as main trafficways.

Action Requested: Approve Ordinance 652

Narrative: K.S.A. 12-685 provides the Governing Body of any city the authority to designate and establish, by ordinance, any existing or proposed street, boulevard, avenue or part thereof the primary function which is or shall be, the movement of through traffic between areas of concentrated activity within the city performing the function of a major trafficway. Ordinance 652 will designate Donahoo road, Leavenworth road, Parallel St., 141st St., 150th St., 155th St., and 158th St. as main trafficways. This is a requirement for the issuance of the G.O. Improvement Bonds.

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

Administration Recommendation: Approve Ordinance 652

Committee Recommendation: N/A

Attachments: Ordinance 652

Projector needed for this item?

No

(Published in *the Basehor Sentinel* on June __, 2015)

ORDINANCE NO. 652

AN ORDINANCE DESIGNATING CERTAIN STREETS WITHIN THE CITY OF BASEHOR, KANSAS, AS MAIN TRAFFICWAYS.

WHEREAS, K.S.A. 12-685 *et seq.* (the "Act") provides that the governing body of any city is authorized and empowered to designate and establish, by ordinance, as a main trafficway, any existing or proposed street, boulevard, avenue or part thereof, within such city, the primary function of which is, or shall be, the movement of through traffic between areas of concentrated activity within the city or between such areas within the city and traffic facilities outside the city performing the function of a major trafficway; and such designation by the governing body shall be final and conclusive; and

WHEREAS, the governing body of the City of Basehor, Kansas (the "City"), hereby finds and determines that certain streets within the City should be designated and established as main trafficways as provided by and under the authority of the Act.

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

Section 1. **Designation.** It is hereby authorized, ordered and directed, under the authority of the Act, that all of the following streets located within the limits of the City are hereby designated and established as main trafficways:

Street Name
Donahoo Road
Leavenworth Road
Parallel Street
141st Street
150th Street
155th Street
158th Street

Section 2. **Effective Date.** This Ordinance shall take effect and be of force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on June 15, 2015 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

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EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON JUNE 15, 2015

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

_____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE DESIGNATING CERTAIN STREETS WITHIN THE CITY OF BASEHOR, KANSAS, AS MAIN TRAFFICWAYS.

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____, was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Katherine M. Renn, City Clerk

(Signature page to Excerpt of Minutes)

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 9

Topic: Ordinance 653 authorizing the construction of storm water drainage and sanitary sewer improvements by the issuance of G.O. Bonds.

Action Requested: Approve Ordinance 653

Narrative: The remedying of certain ditch erosion and storm water drainage issues in order to prevent flooding and the exposure and possible damage of sewer laterals from residences to the main sewer line, and other necessary and appurtenant improvements, all located within the area bordered on the north by Parallel Street, the west by 155th Street, the south by Landauer Avenue, and the east by North 153rd St.

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

Administration Recommendation: Approve Ordinance 653

Attachments: Ordinance 653

Projector needed for this item?

No

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BASEHOR, KANSAS
HELD ON JUNE 15, 2015

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

_____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE OF THE CITY OF BASEHOR, KANSAS, AUTHORIZING AND PROVIDING FOR THE CONSTRUCTION OF STORMWATER DRAINAGE AND SANITARY SEWER IMPROVEMENTS IN THE CITY; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____, was signed and approved by the Mayor and attested by the Clerk and was directed to be published one time in the official newspaper of the City.

* * * * * * * * * * * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Basehor, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____

Katherine M. Renn, City Clerk

(Signature page to Excerpt of Minutes)

(Published in *The Basehor Sentinel*, on _____, 2015)

ORDINANCE NO. 653

AN ORDINANCE OF THE CITY OF BASEHOR, KANSAS, AUTHORIZING AND PROVIDING FOR THE CONSTRUCTION OF STORMWATER DRAINAGE AND SANITARY SEWER IMPROVEMENTS IN THE CITY; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

WHEREAS, K.S.A. 12-631r(a) *et seq.* (the "Act") provides, in part, that whenever the governing body of any city determines it is necessary to construct storm sewers, channels, retention basins or drains for the purpose of managing the storm drainage areas of all or any portion of such city and in the unincorporated areas outside of but within three miles of the corporate limits of such city, the governing body may authorize the construction of such storm sewers, channels, retention basins or drains, such construction shall be authorized by ordinance; such ordinance shall designate where such storm sewers, channels, retention basins or drains shall be located; and

WHEREAS, Charter Ordinance No. 25 (the "Charter Ordinance") of the City of Basehor, Kansas (the "City"), authorizes the City to operate and maintain sewers and disposal works for the collection and purification of the sewage of the City and to issue general obligation bonds to pay all of a part of any costs thereof; and

WHEREAS, the governing body of the City hereby finds and determines that it is necessary to construct storm sewer improvements and related sanitary sewer improvements within the corporate limits of the City described as follows (collectively the "Project"):

> The remedying of certain ditch erosion and storm water drainage issues in order to prevent flooding and the exposure and possible damage of sewer laterals from residences to the main sewer line, and other necessary and appurtenant improvements, all located [within the area bordered on the north by Parallel Street, the west by 155th Street, the south by Landauer Avenue, and the east by North 153rd Terrace].

; and

WHEREAS, the governing body of the City hereby further finds and determines that general obligation bonds of the City should be issued under the authority of the Act and the Charter Ordinance to pay the costs of the Project and related financing costs.

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

Section 1. **Findings**. It is hereby found and determined that the Project be constructed. The estimated construction and engineering costs of the Project are $350,000.

Section 2. **Financing**. The costs of the Project, interest on interim financing and associated financing costs shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act.

Section 3. **Reimbursement.** Any bonds issued under the authority of this Ordinance may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Ordinance pursuant to U.S. Treasury Regulation §1.150-2.

Section 4. **Effective Date**. This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on June 15, 2015 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

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City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 10

Topic: Planning Commission Appointment

Action Requested: Approve appointment by the Mayor of Cecil Swenson to the Planning Commission.

Narrative: Mr. Swenson will be filling the County seat on the Planning Commission. Per the Planning Commission By-Laws, two members shall reside outside of the City but within three (3) miles of the corporate limits of the City. Attached is Mr. Swenson's application to serve.

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

Administration Recommendation: Approve appointment of Mr. Swenson to the Planning Commission for a three (3) year term.

Committee Recommendation: N/A

Attachments: Cecil Swenson Application to Serve on the Planning Commission.

Projector needed for this item?
No

CITY OF BASEHOR
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

NAME: Cecil Swenson

ADDRESS: 16382 Leavenworth Rd., Basehor, KS 66007

DAY TIME PHONE NUMBER: 913-758-4483 EVENING PHONE NUMBER: 816-898-7481

E-MAIL ADDRESS: ~~Cecil S@~~ CRSwen@yahoo.com

PLACE OF EMPLOYMENT: Mutual Savings Association

HOW LONG HAVE YOU BEEN A RESIDENT OF BASEHOR?
26 Years

NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: Planning Commission

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? Whatever is needed

ARE YOU RELATED TO ANYONE WHO IS CURRENTLY SERVING ON A BOARD/COMMITTEE? No

IF YES, EXPLAIN:

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF BASEHOR.

Helping to plan for the future growth of Basehor and surrounding area.

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY.

Basehor Pride

SIGNATURE: Cecil R Swenson DATE: 6/5/15

Thank you for your interest in serving on a Board/Commission. It is rewarding to see individuals who are willing and able to commit their time and energy to make the City of Basehor a better place to work, live and play.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 11

Topic: Fireworks stand permit fee

Action Requested: Waive the $500.00 permit fee established by Ord. No. 549

Narrative: In February 2009 the City adopted Ord. No. 549, which established a permit fee of $500.00 for having a fireworks stand within the City limits. Under section 7-305 the ordinance states that permit fees for non-profit organizations may be waived at the discretion of and upon approval of the governing body. The Basehor Linwood High School Marching Band is a non-profit organization and is planning on using the money made from the sale of the fireworks to purchase uniforms, maintain their trailer and for future travel. The band group is asking for Council's approval to waive the permit fee of $500.00.

Presented by:
BLHS Band Teacher / Marching Band Student

Administration Recommendation: Council's decision

Committee Recommendations: N/A

Attachments:

Application from BLHS Marching Band/Copy of Ord. No. 549

Projector Needed for this item?
No

Application for Retail Sale of Fireworks

Name of Applicant: Mathew Smith / BLHS Marching Band

Address of Applicant: 16725 Sandstone Cir. Basehor, KS

Email address: protractor7263@gmail.com

Phone: 913-909-9095 Driver's license #: K00 012 777

Age: 43 Date of Birth: 06/03/1972 SS#: 515-90-2049

Proof of residency: Basehar

Location of Stand: Suburban Water 1216 155th Basehor KS 66007
(If more than one stand use second page)
Wholesaler Name: Crazy J's fireworks, Jesse Wallace

Certificate of Insurance: YES/NO Verification of Insurance: previous year info / same

Operator of stand: Basehor Linwood Marching Band / Mathew & Lisa Smith

Number used to remit sales tax:_____ Tax Clearance:_____

I have received, reviewed and understand the Fireworks Ordinance _____
and will accept full responsibility and compliance of said ordinance.

x_____ 6-8-15
Signature of Applicant Date

Bond #_____
APPROVED:

_____
LICENSE

_____
PLANNING DEPARTMENT

OFFICE USE ONLY

BUSINESS RECORD #_____ LICENSE/PERMIT #_____

FEE PAID: $_____

DATE OF INSPECTION:_____ BUILDING OFFICIAL/FIRE CHIEF:_____

SCANNED

2-27-09
CB

(First published in *Basehor Sentinel* February 26, 2009)

ORDINANCE NO. 549

AN ORDINANCE AMENDING CHAPTER VII, ARTICLE 3, SECTION 7-305 CONCERNING FIREWORKS, OF THE CODE OF THE CITY OF BASEHOR, KANSAS. SAID SECTIONS CONCERNING FIREWORKS SHALL BE AMENDED AS FOLLOWS:

Be it ordained by the Governing Body of the City of Basehor, Kansas:

Section 1. That Article 3 Section 7-305 shall be repealed and the following new Section 7-305 shall be inserted as adopted:

7-305. PERMIT FOR SALE OF FIREWORKS REQUIRED; FEE; ISSUANCE. (a) It shall be unlawful for any person to sell, display for sell, offer to sell or give away any type of fireworks within the city without first paying a fee of $500.00 per establishment or premises to the city clerk and applying for and securing a permit therefore on or before June 25th of the permit year. The application shall be approved by the fire chief before the license shall be issued. Permit fees for non-profit organizations may be waived at the discretion of and upon approval of the governing body.

(b) No permit shall be issued for any location where retail sales are not permitted under the zoning laws. Prior to the issuance of the permit, an inspection will be made of the applicant's facility for compliance with this chapter and other pertinent laws, and no permit shall be issued for any premises not in compliance with such laws. Upon qualifying for the permit, the permittee shall prominently display the permit and the hours of discharge and the penalties for non compliance at the establishment or premises where fireworks are to be sold or displayed for sale. The permit fee shall not be refundable upon failure to qualify for the permit or withdrawal or cancellation of the application or permit.

(c) No permit shall be approved unless the applicant furnished a certificate of an occurrence, and not claims made, public liability insurance policy for the display in a minimum amount of $1,000,000, written by an insurance carrier licensed to do business in Kansas, conditioned as being non-cancelable except by giving 10-days advance written notice to the City Clerk.

(d) No permit shall be approved unless the applicant furnished a tax clearance from the Department of Revenue ensuring prior year sales taxes if owed are paid.

Section 2. REPEAL. To the extent any other Ordinance of the City of Basehor which is inconsistent herewith, the same is repealed.

Section 3. EFFECTIVE DATE. That this ordinance shall take effect and be in force from and after its passage, approval, and publication in the Basehor Sentinel, the official newspaper of the City of Basehor, Kansas.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS, ON THIS 17th DAY OF February, 2009.

Chris Garcia, Mayor

Attest:

Mary A. Mogle, City Clerk

Approved as to content:

Patrick Reavey, City Attorney