AGENDA
BASEHOR CITY COUNCIL
October 19, 2015 - 7:00 p.m.
Basehor City Hall

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

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

   a. City Council Minutes
   b. Treasurer's Report
   c. Pinehurst Estates Second Plat – Ordinance No. 658

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. **Donahoo Road Design Agreement – Resolution 2015-16**
6. **Leavenworth Road Sidewalk Improvement – Resolution 2015-17**
7. **Chestnut Sanitary Sewer Improvement – Resolution 2015-18**
8. **Donahoo Road Improvement Project – Resolution 2015-19**
9. **Preliminary Development Plan Revision Legacy Senior Residences – Ordinance No. 659**
10. **Final Development Plan Legacy Senior Residences – Ordinance No. 660**
11. **Final Plat Legacy Senior Residences – Ordinance No. 661**
12. **Legacy Senior Residences Subdivision Improvement Agreement – Resolution 2015-20**
13. **Tom Kaleko, SVP Springsted, Inc. – Financing Options/Incentives for Development Discussion**

14. **City Administrator's Report**
15. **Council Members Report**
16. **Mayor's Report**
17. **Executive Session** ***(if needed)***
18. **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, September 21, 2015

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

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

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

Staff Present: Chief of Police/City Administrator, Lloyd Martley

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

   a. City Council Minutes
   b. Treasurer's Report

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

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

4. **United Way Proclamation**

Blake Waters, from First State Bank & Trust talked about the role of United Way organization and all the ways different organizations and citizens can donate. Councilman Miles read the United Way proclamation declaring the months of September and October United way months.

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

6. **New Business -** *(None at this time)*

7. **City Administrator's Report –**

Mr. Martley made few announcements:

- The Basehor Police Department received KDOT grant of $3,500 for participation in the Click it or Ticket campaign. Money from this campaign has to be used to purchase traffic enforcement related items.
- On September 26, 2015 the Basehor Police Department will be participating in the Drug Take Back program sponsored by the DEA. The location drop off will be at the Basehor Community Library.
- On September 30, 2015 the City will be hosting a flu shot clinic from noon to 1:00 p.m. here at City hall.
- Staff is currently working on the Pavement Management program with the work being completed in Pinehurst, Honey Creek, Hidden Ridge and Prairie Gardens.

8. Council Members Report -

-Mr. Healy stated that the sales tax revenue has been up significantly and that how that represents a good sign of our growing economy in Basehor.

-Mr. Drennon stated that he hated to see Mitch Pleak leave because he has done a fantastic job for us and he will be greatly missed.

-Mr. Miles acknowledged Jake Ford in the audience who was attending the council meeting as part of a requirement to earn a Boy Scout honor.

9. Mayor's Report – *(None at this time)*

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

11. Adjournment

Councilman Healy moved to adjourn regular meeting at 7:09 p.m. and Councilman Drennon seconded. Motion passed unanimously, 5-0.

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David K. Breuer, Mayor

Attest:

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Katherine M. Renn, City Clerk
via Lloyd Martley staff taken notes

CITY OF BASEHOR
SEPTEMBER 2015 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$2,828,230	$1,952,865	$1,336,822	47%
Special Park	$73,000	$18,507	$11,595	16%
Sewer	$1,550,947	$1,228,209	$1,343,507	87%
Cedar Lake Maintenance	$40,000	$40,026	$26,758	67%
Bond & Interest	$1,464,781	$602,456	$784,162	54%
Solid Waste	$328,807	$234,847	$190,769	58%
Special Highway	$860,000	$536,327	$170,325	20%
Municipal Equipment Reserve	$173,000	$180	$134,010	77%
Capital Improvement	$20,000	$1,443,214	$99,399	497%
Employee Benefit	$560,868	$392,464	$421,166	75%
LCSD#3	$33,000	$33,040	$21,938	66%

Department

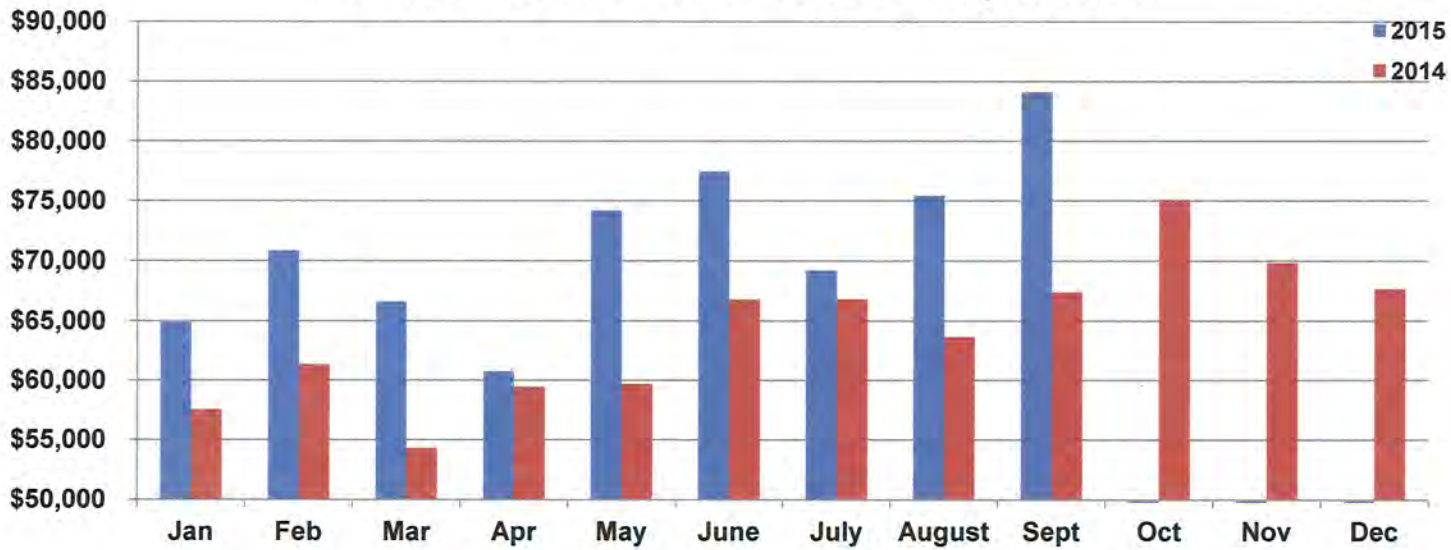
General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	$346,547	$207,652	$138,895	60%
Street	$225,132	$104,774	$120,358	47%
Governing Body	$587,800	$56,118	$531,682	10%
Police	$895,035	$565,231	$329,804	63%
Facilities	$144,989	$81,635	$63,354	56%
Administrator	$247,870	$125,166	$122,704	50%
Park & Recreation	$74,942	$36,910	$38,032	49%
Miscellaneous	$112,700	$43,377	$69,323	38%
HR	$26,600	$10,207	$16,393	38%
Planning	$166,615	$105,752	$60,863	63%

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	77,452.56	10,694.92	13.8%	359,023.06	414,846.49	55,823.43	13.5%
July	44,834.43	49,304.00	56,140.33	66,800.72	69,216.07	2,415.35	3.5%	425,823.78	484,062.56	58,238.78	12.0%
Aug	49,903.11	55,484.63	60,644.35	63,635.42	75,424.27	11,788.85	15.6%	489,459.20	559,486.83	70,027.63	12.5%
Sept	49,250.84	62,953.65	59,886.19	67,381.62	84,096.74	16,715.12	19.9%	556,840.82	643,583.57	86,742.75	13.5%
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	643,583.57						
2015 TDD	$23,500.18										
2014 TDD	$26,026.15										

2014-15 Month to Month Comparison



SOLID WASTE FUND HIGHLIGHTS

For the Month of September 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	1,926	5.66%
July	1,822	1,932	5.69%
August	1,828	1,946	6.06%
September	1,833	1,953	6.14%
October	1,847		
November	1853		
December	1850		
AVERAGE	1,812	1,903	5.40%

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	$26,956.84	5.48%
July	$25,574.59	$27,320.41	6.39%
August	$25,735.24	$27,233.52	5.50%
September	$25,758.93	$27,376.36	5.91%
October	$25,969.22		
November	$26,024.08		
December	$25,968.77		
TOTAL	$305,789.93	$240,293.04	

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	$14.00	-0.14%
July	$14.04	$14.14	0.71%
August	$14.08	$13.99	-0.64%
September	$14.05	$14.02	-0.21%
October	$14.06		
November	$14.04		
December	$14.04		
AVERAGE	$14.06	$14.03	-0.20%

SEWER FUND HIGHLIGHTS

For the Month of September 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	2032	5.12%
July	1933	2037	5.11%
August	1934	2055	5.89%
September	1940	2065	6.05%
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	$103,045.89	6.11%
July	$97,177.47	$102,504.86	5.48%
August	$100,096.98	$103,973.82	3.87%
September	$99,208.77	$104,665.79	5.50%
October	$98,594.66		
November	$98,616.61		
December	$97,746.39		
TOTAL	$1,157,687.71	$911,840.37	

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	$50.71	0.68%
July	$50.27	$50.32	0.10%
August	$51.76	$50.60	-2.24%
September	$51.14	$50.69	-0.88%
October	$50.61		
November	$50.47		
December	$50.00		
AVERAGE	$50.22	$50.39	0.34%

09/22/2015

CHECK REGISTER FOR CITY OF BASEHOR
CHECK DATE FROM 09/03/2015 - 09/18/2015

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
09/08/2015	1	22808	KANSAS STATE TREASURER	STATE MANDATED COURT FEES AUGUST 2015	1,689.00
09/08/2015	1	22809	KIANN SPRADLIN	CITY PROSECUTOR SALARY SEPT 2015	697.50
09/08/2015	1	22810	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY SALARY SEPTEMBE	400.00
09/08/2015	1	22811	SPOTS OFF LLC	PATROL CAR WASHES JULY 2015	50.53
09/08/2015	1	22812	WILLIAM E. PRAY	JUDGE SALARY SEPTEMBER 2015	450.00
09/08/2015	1	22813	KANSAS DEPT OF TRANSPORTATION	POLICE RADIO LEASE/INTEREST	716.52
09/15/2015	1	22814	EKGFOA	SEPT LUNCH/OLSON, RENN	15.00
09/18/2015	1	22815	ASPHALT SALES COMPANY INC	ASPHALT HOT MIX	1,830.84
09/18/2015	1	22816	ATMOS ENERGY	GAS USAGE	100.33
09/18/2015	1	22817	ATTORNEY GENERAL'S OFFICE	REGISTER GO BONDS/2015-A	255.00
09/18/2015	1	22818	BS&A SOFTWARE	NEW ACCOUNTING SFTWR/TRAINING AND TRAVEL	38,435.00
09/18/2015	1	22819	CARTER WATERS CORPORATION	ASPHALT PATCH	179.00
09/18/2015	1	22820	COLEMAN EQUIPMENT INC	EQUIPMT REPAIR/SV300	635.04
09/18/2015	1	22821	EARL BRYANT ENTERPRISES, INC.	FOD CONCESSIONS STAND	628.00
09/18/2015	1	22822	GRAINGER	SHOP SUPPLIES	52.98
09/18/2015	1	22823	HAYNES EQUIPMENT CO	REPLACE GRINDER PUMP/GW	9,130.27
09/18/2015	1	22824	HUMAN CAPITAL CONSULTING	MONTH HR SUPPORT/SEPTEMBER	500.00
09/18/2015	1	22825	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/AUGUST-138	138.00
09/18/2015	1	22826	LAWN TAMERS	CONTRACT MOW/AUGUST	200.00
09/18/2015	1	22827	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/WWTF & PWD	1,142.42
09/18/2015	1	22828	MCAFEE HENDERSON SOLUTIONS	SIDEWALK/LV RD (PARK-155TH)	13,628.14
09/18/2015	1	22829	PAVING MAINTENANCE SUPPLY INC	STREET MAINT TACK OIL	1,164.00
09/18/2015	1	22830	RECORD NEWS	FOD PARKING PASSES-250	353.25
09/18/2015	1	22831	SPECTRA	SHOP SUPPLIES	3,118.30
09/18/2015	1	22832	SPRINGSTED	FILING FEE/2015 GO BONDS	1,700.00
09/18/2015	1	22833	STEVE FOUTS	FERTILIZE & SEED/PARALLEL RD PROJECT	1,480.00
09/18/2015	1	22834	WESTAR ENERGY	ELECTRIC USAGE	3,850.03
09/18/2015	1	22835	WHITE GOSS	CONTRACT LEGAL AMOUNT (7/16-8/15/15)	3,850.00
09/18/2015	1	22836	RYAN LANDES	REIMB CASH BONDS	445.00

1 TOTALS:

Total of 29 Checks:	86,834.15
Less 0 Void Checks:	0.00
Total of 29 Disbursements:	86,834.15

9-22-15
Lloyd Martley
City Administrator

Katherine M Renn 9-22-15
Katherine Renn
City Clerk

Kristi Olson 9/22/15
Kristi Olson
City Treasurer

09/22/2015 CHECK REGISTER FOR CITY OF BASEHOR

CHECK DATE FROM 09/22/2015 - 09/22/2015 E-CHECK DATE FROM 9/03/15 -9/22/15

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
09/03/2015	1	1028(E)	WRIGHT EXPRESS	CITYWIDE FLEET FUEL CHGS/JUNE & JULY	5095.72
09/21/2015	1	1029(E)	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/STD/LTD INS	694.46
09/21/2015	1	1030(E)	AFLAC	EMP CAFETERIA PLAN/AUG	969.72
09/21/2015	1	1031(E)	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INS/SEPTEMBER	19,556.65
09/21/2015	1	1032(E)	COMMERCE	CITYWIDE PCARD CHARGES/JULY	37,962.87
09/21/2015	1	1033(E)	DELTA DENTAL OF KANSAS	GROUP DENTAL INS/SEPTEMBER	1,633.84
09/21/2015	1	1034(E)	ETS	CITYWIDE CREDIT CARD FEES	192.93
09/21/2015	1	1035(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	401.54
09/21/2015	1	1036(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	14,569.98
09/21/2015	1	1037(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	5,932.85
09/21/2015	1	1038(E)	VISION SERVICES PLAN	GROUP VISION INS	471.73
09/22/2015	1	1039(E)	COMMERCE	CITYWIDE PCARD CHARGES/JUNE	13,481.68
09/22/2015	1	22837	DAVE'S PLUS CONSTRUCTION LLC	ASPHALT REPAIR/PARALLEL RD	5,200.00
09/22/2015	1	22838	KIANN SPRADLIN	CITY PROSECUTOR OCTOBER 2015	400.00
09/22/2015	1	22839	LEAVENWORTH COUNTY SHERIFF	JAIL FEES AUGUST 2015	122.50
09/22/2015	1	22840	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY SALARY	400.00
09/22/2015	1	22841	TRAINING AT YOUR PLACE	SPEED ISSUES/ORD CHANGE/REPAIR SET UP AF	95.00
09/22/2015	1	22842	WILLIAM E. PRAY	JUDGE SALARY OCTOBER 2015	450.00

1 TOTALS:

Total of 17 Checks:	107,631.47
Less 0 Void Checks:	0.00
Total of 17 Disbursements:	107,631.47

**(E)=EFT Checks-Online Payments

9-28-15

Lloyd Martley
City Administrator

Katherine M. Renn 9-22-15

Katherine Renn
City Clerk

Kristi Olson 9/22/15

Kristi Olson
City Treasurer

10/02/2015

CHECK REGISTER FOR CITY OF BASEHOR
CHECK DATE FROM 09/23/2015 - 10/02/2015

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
10/02/2015	1	1040(E)	COMMERCE	CITYWIDE PEST CONTROL/AUGUST	35,380.27
10/02/2015	1	1041(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
10/02/2015	1	1042(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB	7,008.29
10/02/2015	1	1043(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,137.15
10/02/2015	1	22843	AARON MARMON	YOUTH SPORTS REBATE	27.50
10/02/2015	1	22844	ALLEN, GIBBS & HOULIK, LC	CONTRACT FINANCE SVCS/AUGUST	1,280.00
10/02/2015	1	22845	AMBER ANDERTON	YOUTH SPORTS REBATE	75.00
10/02/2015	1	22846	ANDREW & LISA ADAIR	YOUTH SPORTS REBATE X 2	127.50
10/02/2015	1	22847	ANN PORTER	YOUTH SPORTS REBATE	50.00
10/02/2015	1	22848	ASPHALT SALES COMPANY INC	HOT MIX ASPHALT	245.11
10/02/2015	1	22849	BILLY & KACY HINTON	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22850	BRANDI SIRRIDGE	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22851	CARRY & JAMIE SUCHY	YOUTH SPORTS REBATE X 2	127.50
10/02/2015	1	22852	CASSIE LINAWEAVER	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22853	CERTIFIED LABORATORIES	FREIGHT/WWTF SUPPLIES SHOP	19.30
10/02/2015	1	22854	CHARLES SIMPSON	YOUTH SPORTS REBATE	27.50
10/02/2015	1	22855	CHERIE KIERNAN	YOUTH SPORTS REBATE	50.00
10/02/2015	1	22856	COLEMAN EQUIPMENT INC	EQUIPMENT RENTAL	300.00
10/02/2015	1	22857	CONS RURAL WATER DISTRICT #1	WATER USAGE	232.90
10/02/2015	1	22858	CORY & PEGGY KRAMER	YOUTH SPORTS REBATE X 2	55.00
10/02/2015	1	22859	CRAIG & MINDY SILER	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22860	DARRIN ORTON	YOUTH SPORTS REBATE X 3	177.50
10/02/2015	1	22861	ERIC FISHE	YOUTH SPORTS REBATE	50.00
10/02/2015	1	22862	ERIC TADDA	YOUTH SPORTS REBATE	50.00
10/02/2015	1	22863	HEATHER DIXON	YOUTH SPORTS REBATE X 2	155.00
10/02/2015	1	22864	JASON & MANDA CHRISTENSON	YOUTH SPORTS REBATE X 2	90.00
10/02/2015	1	22865	JOE & HEIDI PATE	YOUTH SPORTS REBATE X 2	55.00
10/02/2015	1	22866	JOHN & TIARA WILLIAMS	YOUTH SPORTS REBATE X 2	127.50
10/02/2015	1	22867	JOSHUA JANKOWSKI	YOUTH SPORTS REBATE	50.00
10/02/2015	1	22868	KATHY & ERIC REID	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22869	KURT & AMY TORKELSON	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22870	LAURA MURKIN	YOUTH SPORTS REBATE	75.00
10/02/2015	1	22871	LAWN TAMERS	CONTRACT MOW/BASEHOR BLVD 9/10/15	365.00
10/02/2015	1	22872	LEAVENWORTH ASPHALT MATERIAL	HOT MIX ASPHALT	2,160.11
10/02/2015	1	22873	LINDSAY & WES GEDNEY	YOUTH SPORTS REBATE	105.00
10/02/2015	1	22874	MADDIE BACON	YOUTH SPORTS REBATE	50.00
10/02/2015	1	22875	MARK & SUE HOWARD	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22876	MAXINE CRISP	YOUTH SPORTS REBATE	22.50
10/02/2015	1	22877	MEGHAN FARRIS	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22878	MICHAEL & SHELLY ESSARY	YOUTH SPORTS REBATE	50.00
10/02/2015	1	22879	MICHAEL & TAMMY BALLARD	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22880	MICHELLE SPEER	YOUTH SPORTS REBATE	27.50
10/02/2015	1	22881	MICROFLEX	WWTF SHOP SUPPLIES	1,660.00
10/02/2015	1	22882	MORGAN MCMILLEN	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22883	OLSSON ASSOCIATES	MISC ENGINEERING SVCS	3,111.25
10/02/2015	1	22884	REBECCA & RON KEOPKE	YOUTH SPORTS REBATE	22.50
10/02/2015	1	22885	REGISTER OF DEEDS	MONTHLY LAREDO BILLING/AUGUST	172.56
10/02/2015	1	22886	SABRA HOTUJAC	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22887	SPRINGSTED	PRE BOND SALE SVCS/SERIES 2015A	13,356.14
10/02/2015	1	22888	STEPHEN R MARSDEN	JANITORIAL SERVICE/SEPTEMBER 2015	387.00
10/02/2015	1	22889	STEVE WILSON	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22890	TERRY & TRACI GALL	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22891	TERRY DAVIS	YOUTH SPORTS REBATE	27.50
10/02/2015	1	22892	UNITED STATES POSTAL SERVICE	POSTAGE/UB MAILINGS	2,000.00
10/02/2015	1	22893	UNIVERSAL ACOUSTIC & EMISSION	FACILITY EQUIPMENT PARTS	308.38
10/02/2015	1	22894	WES GRIFFITH	YOUTH SPORTS REBATE	77.50
10/02/2015	1	22895	WESTAR ENERGY	ELECTRIC USAGE	11,654.28

1 TOTALS:

Total of 57 Checks:	85,738.51
Less 0 Void Checks:	0.00
Total of 57 Disbursements:	85,738.51

**(E)=EFT Checks-Online Payments

10-2-15
Lloyd Martley
City Administrator

Katherine M. Renn 10-2-15
Katherine Renn
City Clerk

Kristi Olson 10/2/15
Kristi Olson
City Treasurer

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item C

Topic: Pinehurst Estates Second Plat.

Action Requested: Approve Ordinance 658, approving Pinehurst Estates Second Plat.

Narrative:
Pinehurst Estates Second Plat is a replat of Tract E of Pinehurst Estates Plat. Tract E is designated as green space for Pinehurst Estates Subdivision. The purpose of the plat is to remove "Pool" from Tract E. Per the proposed plat, Tract E will remain green space.

The proposed plat is located at the southwest corner of Evergreen Street and 155th Terrace containing 0.54 acres.

September 15, 2015, the Planning Commission conducted a public hearing and approved (6-0) the final plat with 4 stipulations.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation:
Staff recommends Ordinance 658, approving Pinehurst Estates Second Plat with the following conditions:

1. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
2. Provide a title certification showing that the proposed subdivider owns all the property within the plat in fee, and that it is free from encumbrances and liens; but if encumbered, the mortgage shall be required to consent to the plat.
3. Define S/E within the Legend.
4. Revise the Acknowledgment Block to correct the overlapping text.

Attachments:
Ordinance 658
Staff Report

Projector needed for this item? No

(Published in the Basehor Sentinel _____)

ORDINANCE NO. 658

AN ORDINANCE APPROVING A FINAL PLAT FOR PINEHURST ESTATES SECOND PLAT, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF EVERGREEN STREET AND 155TH TERRACE, BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the applicant submitted a request for approval of a final plat; and

WHEREAS, in accordance with Section 2-104 of the Basehor Subdivision Regulations, the Planning Commission reviewed the application on September 15, 2015; and

WHEREAS, the Planning Commission recommended approval with the following stipulations:

1. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
2. Provide a title certification showing that the proposed subdivider owns all the property within the plat in fee, and that it is free from encumbrances and liens; but if encumbered, the mortgage shall be required to consent to the plat.
3. Define S/E within the Legend.
4. Revise the Acknowledgment Block to correct the overlapping text.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on October 19, 2015.

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

Section 1: That the Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final plat subject to the stipulations stated below:

1. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
2. Provide a title certification showing that the proposed subdivider owns all the property within the plat in fee, and that it is free from encumbrances and liens; but if encumbered, the mortgage shall be required to consent to the plat.
3. Define S/E within the Legend.
4. Revise the Acknowledgment Block to correct the overlapping text.

Section 2: That this ordinance approving the subject plat shall not be published, nor the plat executed by the Governing Body, until the applicant has resolved the four (4) conditions to satisfaction.

Section 3: That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

PASSED by the City Council this 19th day of October, 2015.

APPROVED by the Mayor this 19th day of October, 2015.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Staff Report

Date: **September 17, 2015**

Subject: **Consider Pinehurst Estates Second Plat, a short-form plat for the replat of Tract E of Pinehurst Estates Subdivision, submitted by Ken Welch on the following described property:**

A replat of Tract E, Pinehurst Estates Section 11, Township 11 South, Range 22 East City of Basehor, Leavenworth County, Kansas.

GENERAL INFORMATION

Applicant: **Ken Welch**

Owner: **Welch Family Limited Partnership**

Address: **910 M Street NW, Suite 1130**
Washington, DC 20001

SITE INFORMATION

Location: Southwest Corner of Evergreen Street and 155th Terrace.
Current Zoning: "PR" Planned Residential District.

STAFF ANALYSIS

Background

April 27, 2015, the applicant requested to remove "Pool" from Tract E of the Pinehurst Estates Final Development Plan approved on April 4, 2006. The reason for the request is the hardship of the property owners within Pinehurst Estates subdivision financing the construction and maintenance of the subdivision swimming pool. The applicant has determined that the subdivision swimming pool will not be constructed.

Section 5(o) of the Basehor Zoning Ordinance allows for minor amendments to an approved development plan, such as changes in the location, siting, or character of buildings and structures. These changes may be authorized by the Codes Administrator, if required by engineering or other circumstances not foreseen when the Final Development Plan was approved.

Tract E of the Pinehurst Estates Final Development Plan is considered Open Green Space. Staff found the financial issues associated with a pool were unforeseen when the Pinehurst Estates Final Development Plan was approved. Removal of the subdivision swimming pool does not change the purpose of Tract E as Open Green Space.

On June 12, 2015, the Codes Administrator approved the request to remove "Pool" from Tract E within the Pinehurst Estates Final Development Plan approved on April 4, 2006.

The purpose of the replat is to remove "Pool" from Tract E. The proposed plat encompasses Tract E within the existing Pinehurst Estates Subdivision. Tract E contains 0.54 acres. Tract E will remain as green space per the existing plat.

A short-form plat procedure is within the subdivision regulations for the purpose and intent of providing a means of approving a subdivision of land that contains four (4) lots or less. Short-form plat shall serve as the final plat of the subdivision. The submission and approval of a preliminary plat is not required as a prerequisite for a short-form plat approval; provided, that the public hearing requirements outlined in preliminary plats are met.

Surrounding Property

The proposed replat abuts 155th Terrace and Evergreen Street. The current zoning is "PR" Planned Residential District. "PR" zoning surrounds the proposed plat and includes single family homes. The subject Tract is vacant.

Adjacent Property

	Zoning	Use
North:	**"PR"**	**Planned Residential District**
South:	**"PR"**	**Planned Residential District**
East:	**"PR"**	**Planned Residential District**
West:	**"PR"**	**Planned Residential District**

Traffic Impact

The proposed replat will have no new impacts to the existing street system within the existing plat.

Stormwater Management

The proposed replat will have no impact to the existing drainage system within the existing plat.

Utilities

No new utilities will be proposed with the subject plat. The existing easements within in Tract E will remain in the proposed replat. Staff has informed all utility companies with the proposal. Utility companies that have responded have reported that no utilities will have to be relocated with the proposed easement vacations and adjustments.

Subdivision Regulation Requirements:

The items to be included on the final plat per the Subdivision Regulations requirements:

1. **The lines and names of all proposed streets or other ways or easements, and other open spaces intended to be dedicated for public use or granted for use of inhabitants of the subdivision.** Provided within the submitted plat.
2. **Lines and names of all adjoining streets within 200 feet.** This is shown within the submitted plat.

3. **Metes and bounds describing the plat and the contents within the plat associated with any lots, easements, and tracts of lands. This information shall be represented in a way that any lot line can be located in the field.** This is provided within the submitted plat.
4. **The location of all building setback lines.** This is provided within the submitted plat.
5. **Suitable primary control points.** This is provided within the submitted plat.
6. **Location and elevation of a permanent benchmark.** This is provided within the submitted plat.
7. **The location of all permanent monuments with the distances and bearings plainly marked.** This is provided within the submitted plat.
8. **Date of preparation, title, north point, and scale shall be included with the plat.** This is provided within the submitted plat.
9. **Error of Closure.** The perimeter of the plat is under 10,000 feet. Per the subdivision regulations the error allowed is 1 ft in 10,000 ft. The error of closure for the plat is 1 ft in 80,000 ft, which is adequate.
10. **Identification system for all lots and blocks, and the area in square feet of each lot.** This is provided within the submitted plat.
11. **Certification of the land surveyor preparing the plat, seal, and signature.** This is provided within the submitted plat.
12. **Acknowledgement of a notary.** This is provided within the submitted plat.
13. **A certification of the Planning Commission showing its approval of the plat**. This is provided within the submitted plat.
14. **The approval of the City Council.** Action has not been taken.
15. **The certificate of the Register of Deeds.** This is provided within the submitted plat.
16. **The title insurance certification showing that the proposed sub divider owns all the property within the plat and that it is free from encumbrances and liens.** Applicant shall provide before final approval.
17. **Statement by the owner dedicating streets, rights-of-way, and sites for public use**. This is provided within the submitted plat.
18. **Such other certificates, affidavits, endorsements, or dedication as may be required by the Planning Commission in the enforcement of these Regulations.** Planning Commission considered the application on September 15, 2015, and had no other requirements outside of staff's recommendations.
19. **Purpose for which sites, other than residential lots, are dedicated or reserved.** This is provided within the submitted plat.
20. **Proper margins and lettering on the sheet that contains the plat.** Margins and lettering are properly shown within the submitted plat.
21. **Legal description of the subdivision.** The legal description was submitted with the plat.
22. **Public improvement plans associated with the final plat.** Not applicable.
23. **Certification of the person or person whose names are signed to this document and/or appear on the plat are the sole lawful owners of the property, that the plat is made with their desires, and that they dedicate the areas shown on the plat or as set forth in the document to the perpetual use and ownership of the public for the specific purposes stated therein or thereon. Ownership shall be verified by the City Clerk.** This is provided within the submitted plat.

24. **Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.** Applicant has yet to submit certification by the County showing that all due or unpaid taxes have been paid in full.
25. **Subdivision Improvements Agreement.** Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of Pinehurst Estates Second Plat with the following stipulations:

1. Applicant shall provide certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
2. Provide a title certification showing that the proposed subdivider owns all the property within the plat in fee, and that it is free from encumbrances and liens; but if encumbered, the mortgage shall be required to consent to the plat.
3. Define S/E within the Legend.
4. Revise the Acknowledgment Block to correct the overlapping text.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission considered this application at a public hearing on September 15, 2015. After conducting the public hearing, the Planning Commission made a motion for recommendation of approval to the Governing Body with the following stipulations:

1. Applicant shall provide certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
2. Provide a title certification showing that the proposed subdivider owns all the property within the plat in fee, and that it is free from encumbrances and liens; but if encumbered, the mortgage shall be required to consent to the plat.
3. Define S/E within the Legend.
4. Revise the Acknowledgment Block to correct the overlapping text.

The motion with four (4) stipulations was seconded and approved (6-0).

PINEHURST ESTATES SECOND PLAT

(A REPLAT OF TRACT E, PINEHURST ESTATES
SECTION 11, TOWNSHIP 11 SOUTH, RANGE 22 EAST
CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS)

DEDICATION

RESTRICTIONS

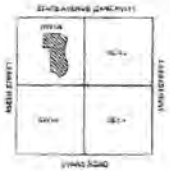
ACKNOWLEDGMENT

APPROVALS

COUNTY SURVEYOR

CITY ENGINEER

REGISTER OF DEED CERTIFICATE



NOTES:
1. THE BASIS OF BEARINGS FOR THIS PLAT IS THE THE PLAT OF PINEHURST ESTATES
2. ENTIRE PLAT IS ZONED R-1 (R-80)
3. BUILDING SETBACKS
FRONT YARD 30 feet
SIDE YARD 7.5 feet
REAR YARD 30 feet

BENCH MARK
SE CORNER OF NE CORNER OF TRANSMISSION LINE POWER POLE. SEE SURVEY NOTES & PLAT OF PINEHURST ESTATES ELEVATION = 922.18

LEGEND:
- ● IRON PIN FOUND (UNLESS OTHERWISE NOTED)
- ○ SET 1/2" REBAR W/ CAP (UNLESS OTHERWISE NOTED)

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

PREPARED BY
SCHLAGEL & ASSOCIATES, P.A.
14920 W. 107TH STREET
LENEXA, KS 66215
(913) 492-5158

PREPARED FOR
KEN WELCH
WELCH FAMILY LIMITED PARTNERSHIP
THE 18 STACEY DR, SUITE 110
LEAVENWORTH, KS 66048

SCHLAGEL & ASSOCIATES, P. A.
Engineers • Planners • Surveyors • Landscape Architects
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400

DATE 02-20-15	FINAL PLAT OF PINEHURST ESTATES SECOND PLAT
Drawn By DR	
CHECKED BY AC	
PROJ. NO. 15-046	SHEET NO. 1 OF 1

PLAT OF

PINEHURST ESTATES

(A REPLAT AND RESURVEY OF LOT PR-3 OF PINEHURST SOUTH, PART OF LOT C-2 AND ALL OF LOT C-3 OF PINEHURST NORTH, AS PLATTED IN SECTION 11, TOWNSHIP 11 SOUTH, RANGE 22 EAST, OF THE 6TH P.M. CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS)

SHEET 1 OF 2

PLAT OF

PINEHURST ESTATES

SHEET 2 OF 2

SCHLANGEL & ASSOCIATES, P.A.

PLAT OF PINEHURST ESTATES

SHEET NO. 2 OF 2

THE WORLD COMPANY.

645 New Hampshire
PO Box 888
Lawrence, KS 66044
Phone: (785) 832-2222
Fax: (785) 832-7232
Email: classifieds@ljworld.com

Advertising Receipt

CITY OF BASEHOR
CITY CLERK
PO BOX 406
BASEHOR, KS 66007

Customer No.:	10004252
Customer Phone:	913-724-1370
Order No.:	10556894
Ad Type:	Classified
Ad Number:	11439123
Category:	Public Notices

Ad Taker: svarnado Key Words: public hearing notice 0820

Description	Start	Stop	Insertions	Total
Classified Advertising				24.20
Bonner	08/20/15	08/20/15	1	

Total:	24.20
Prepaid:	0.00
Total Due:	**$24.20**

(First published in the Bonner Springs Chieftain August 20, 2015)

PUBLIC HEARING NOTICE
CITY OF BASEHOR
PLANNING COMMISSION

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas will hold a public hearing on Tuesday, September 15, 2015 at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas to consider Pinehurst Estates 2nd Final Plat submitted by Welch Family Limited Partnership. The proposed plat is located at the southwest corner of Evergreen Street and 155th Terrace. The property description is:

All of Tract E as platted in PINEHURST ESTATES, a subdivision in the City of Basehor, Leavenworth County, Kansas and containing 23,324.38 square feet, more or less.

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Mitch Pleak, City Engineer at 913-724-1370.

PLANNING COMMISSION
CITY OF BASEHOR, KANSAS

APPLICATION FORM

CITY OF BASEHOR

Planning & Zoning Department
2020 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Project Name & Description PINEHURST ESTATES SECOND PLAT	Total Site Acreage 24.275	Present Zoning PR & CP-2
Legal Description (May be attached as separate sheet) SEE THE ATTACHED LEGAL DESCRIPTION		Proposed Zoning SAME
Project Address / General Location 155TH STREET AND PINEHURST DRIVE		Presubmittal Date
Parcel ID Number (CAMA Number)		Floor Area Classification
Property Owner Name WELCH FAMILY LIMITED PARTNERSHIP	Phone	Fax
Property Owner Address 910 M Street NW, Suite 1130, Washington, DC 20001	City	State Zip
Applicant's Name (if different from above) Ken Welch	Phone	Fax
Applicant's Address 910 M Street NW, Suite 1130, Washington, DC 20001	City	State Zip
Applicant's mobile phone	Property Owner and/or Applicant's E-mail address	

APPLICATION TYPE

[ ] **Annexation**	[ ] **Preliminary Development Plan** (Submit Sheet A)
[ ] **Rezoning** (Submit Sheet A)	[ ] **Final Development Plan** (Submit Sheet A)
[ ] **Conditional Use Permit** (Submit Sheet A)	[ ] **Lot Split**
[ ] **Site Plan**	[ ] **Preliminary Plat**
[ ] **Variance** (Submit Sheet B)	[✔] **Final Plat / Replat**

PROJECT INFORMATION

Existing Use
[✔] Residential [ ] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Vacant [ ] Other _____

Proposed Use
[✔] Residential [ ] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Other _____

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)

Total Site Area 84.33 AC (PR) & 33.23 AC (CP-2)	Existing Floor Area N/A	Existing Building Footprint N/A	Open Space Area 30.96 AC
No. of Buildings N/A	Proposed Floor Area N/A	Proposed Building Footprint N/A	Pavement Coverage N/A

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY

Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

x [signature] 6/29/15
Signature Date

For Welch Family Ltd Part One

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

SHEET A

CITY OF BASEHOR

Planning & Zoning Department
2820 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? The Owners wish to revise the Tract "E" Pinehurst Estates from a Pool tract to an open space tract.

2. What is the Suitability of Subject Property for the Uses to Which it Has Been Restricted?
No restriction removals requested. The Owners wish to change the use of Tract "E" Pinehurst Estates

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property?
Same as item 2.

4. What is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners?
Leaving this Tract a Pool tract will create a hardship on the existing HOA. There has been a change in developers and they realize a pool cannot be supported by the number of lots in Pinehurst Estates.

5. How Does Your Request Conform with the Comprehensive Plan?
No change in the Comprehensive Plan

If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.

1. Please provide a statement regarding why the development plan would be in the public interest.
It would improve feasibility of owning a lot in Pinehurst Estates

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002.
No change in the previously approved PUD

The City of Basehor

June 12, 2015

Pinehurst Estates Property Owners

To Whom It May Concern,

This letter is in response to the request by the property owners within the Pinehurst Estates subdivision dated April 27, 2015, to remove "Pool" from Tract E of the Pinehurst Estates Final Development Plan approved on April 4, 2006. It is Basehor city staff's understanding that the reason for the request is the hardship of the property owners within Pinehurst Estates subdivision financing the construction and maintenance of the subdivision swimming pool. It has been determined that the subdivision swimming pool will not be constructed.

Section 5(o) of the Basehor Zoning Ordinance allows for minor amendments to an approved development plan, such as changes in the location, siting, or character of buildings and structures. These changes may be authorized by the Codes Administrator, if required by engineering or other circumstances not foreseen when the Final Development Plan was approved. Such minor amendments shall be consistent with provisions of Section 5(n) of the Basehor Zoning Ordinance, and no amendment authorized by the Codes Administrator under this Section may increase the size of any building or structure by more than five (5%) percent, nor change the location of any building or structure by more than ten (10) feet in any direction, and the amended development shall still comply with the minimum or maximum requirements set forth in the Basehor Zoning Ordinance.

Tract E of the Pinehurst Estates Final Development Plan is considered Open Green Space. Tract E also contains the location for a subdivision swimming pool. Because of the issues with financing the construction and maintenance of the subdivision swimming pool, the subdivision swimming pool will not be constructed. This is a circumstance which was unforeseen when the Pinehurst Estates Final Development Plan was approved. Removal of the subdivision swimming pool does not change the purpose of Trace E as Open Green Space. In accordance with the Basehor Zoning Ordinance, the removal of the subdivision swimming pool is the removal of a structure from a development plan which may be authorized by the Codes Administrator.

The request to remove "Pool" from Tract E within the Pinehurst Estates Final Development Plan approved on April 4, 2006, is hereby approved.

If you have any questions concerning this letter, please contact me at 913.724.1370 or mpleak@cityofbasehor.org.

Sincerely,

Mitch Pleak
City Engineer

2620 N. 155th St.
P.O. Box 406
Basehor, KS 66007

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 5

Topic: Engineering services contract for the improvements to Donahoo Road (Approximately 200 feet West of K-7 Highway to 141st Street).

Action Requested: Approve Resolution 2015-16 to enter into a contract with Schlagel & Associates, P.A.

Narrative: City Council authorized the issuance of bonds for three capital improvement projects, which included Donahoo Road. The Donahoo Road project will replace approximately 800' of deteriorating roadway and provide proper drainage solutions along the improvements.

Requests for proposals were sent to Affinis Corp, BHC Rhodes, and Schlagel & Associates, P.A. These firms were selected for consideration due to their current or past design work near the project location.

Schlagel & Associates, P.A. has provided the most responsive proposal for the project with a not to exceed contract for $45,840. Per the proposal the final design will be completed by February 28, 2016.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Resolution 2015-16.

Attachments:
Resolution 2015-16

Projector needed for this item?
No

RESOLUTION NO. 2015-16

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND SCHLAGEL & ASSOCIATES, P.A., REGARDING THE DONAHOO ROAD IMPROVEMENT PROJECT IN BASEHOR, KANSAS

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Engineering Services Agreement with Schlagel & Associates, P.A., regarding Donahoo Road improvements from approximately 200 feet West of K-7 Highway to 141st 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 Schlagel & Associates, P.A., attached as **Exhibit A**.

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

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

APPROVED by the Mayor this ___ day of October, 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.

ENGINEERING SERVICES AGREEMENT

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

Donahoo Road from approximately 200 feet West of K-7 Highway to 141st Street (approximately 800 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 February 28, 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 Forty-five thousand eight hundred forty dollars ($45,840), 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:

Preliminary Design	29.2%
Final Design	23.3%
Bidding	3.4%
Construction Services	6.2%
Construction Engineering	37.9%
TOTAL	100.0 %

2. Reimbursable Expenses: The Consulting Engineer shall be reimbursed at the actual cost, not to exceed a total expense of $750.00 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); and (h) 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.

D. **CONSTRUCTION SERVICES PHASE**

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

2. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consulting Engineer agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consulting Engineer's errors or omissions or clarify Consulting Engineer's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consulting Engineer, or are beyond his/her control, both parties agree that hourly rates will be as stated in **Exhibit B**. Additional drawings shall be authorized through a change order.

3. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the construction contractor.

4. Notice of Defects: If, based on Consulting Engineer's involvement during the construction phase, Consulting Engineer observes or otherwise becomes aware of any defect in the work, he shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting

Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. Consulting Engineer shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the Contract Documents.

Consulting Engineer shall not have control over or charge of acts or omissions of the contractor, contractor's subcontractors, or their agents or employees.

5. Shop Drawings: Consulting Engineer shall review and take appropriate action on contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto, unless an obvious deficiency exists wherein Consulting Engineer will advise City of such defect or deficiency so the same can be prevented.

6. Record Drawings: The Consulting Engineer shall prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field and which are marked on the construction plan set provided by the City. Because some of the data contained on the "Record Drawings" may be based on unverified information provided by others, the Consulting Engineer does not warrant the accuracy of information provided by others.

E. CONSTRUCTION ENGINEERING PHASE

Services: The services provided during this phase are set out in **Exhibit A** attached hereto and incorporated herein.

F. 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 (Section V of this Agreement) as being responsibilities of the Consulting Engineer. The General Conditions for the Project shall be per the Engineers Joint 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: Mark A. Breuer. 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 City once the Consulting Engineer is paid in full for its services, whether the Project for which they are made is executed or not. The Consulting Engineer may retain a copy of all final documents, including but not limited to prints and reproductions. 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 Loss, 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.

Schlagel & Associates, P.A.

By: _____
Authorized Signatory

Mark Breuer
Principal/Engineering Manager

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

Scope of project: This project includes design, plans, and specifications to be used for construction of Donahoo Road from approximately 200 feet West of K-7 Highway to 141st Street which is approximately 800 linear feet in length.

General Design Requirements:
All plan development stages shall be completed no later than the current project schedule's due dates, exclusive of delays beyond the consultant's control. The consultant shall submit to the progress reports at monthly or at mutually agreed intervals in conformity with the official project schedule.

The consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current most recent version of the Manual on Uniform Traffic Control Devices (MUTCD), and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and the current version of the Basehor Technical Specifications for Public and Private Improvements with Special Provisions, and KDOT Corridor Management Construction Project Guidelines with Special Provisions.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

Task I. Preliminary Design

1.01 Data Collection.

A. Attend pre-design meeting.
B. Develop design criteria for the project; prepare design memorandum for two
(2) Design concepts: one will utilize a storm drainage system and one will utilize a ditch section.
C. Develop detailed design schedule. Submit copy to City. Include at least the following benchmarks:
1. Survey complete.
2. Data collection complete.
3. Preliminary plans complete.
4. Preliminary plans to all utilities.
5. Field check complete.
6. Legal descriptions to City.
7. Public meeting.
8. All other agency permit applications submitted.

9. Final plans submitted for review.
10. Project ready for bid.

D. Schedule and coordinate project activities with KDOT and the City (where applicable).

E. Field data collection:
1. Establish land corners.
2. Field survey. Width of survey shall be 200' centered on existing roadway.
3. Contact utilities and field locate all utilities.
4. Low opening elevation of all existing structures.
5. Stream crossing elevation data, including historical high-water elevations where applicable.
6. Pictures of the project.

F. Ownership and abutting property information:
1. Secure plats
2. Obtain ownership information for up to five (5) properties. The City shall approve the title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.
3. Collect record drawings on abutting projects and subdivisions.

G. With the City, determine the required lane configurations and traffic control along the project. Analyze the existing geometries along the project and determine traffic control and/or geometric improvement recommendations as might be warranted.

H. Analyze the storm drainage needs along the project.
1. Determine watershed areas for all streams and basins draining onto the proposed roadway.
2. Determine ultimate development land uses for all watershed and sub-basin areas draining onto project.
3. Determine ultimate development 5-year., 25-year, and 100-year stormwater flows crossing or entering the proposed roadway.
4. Locate all storm drainage system discharges upstream from the project.

I. Prepare an analysis of the construction phasing and traffic control needs to maintain acceptable access to the existing land uses along the project corridor.

1.02 Prepare base map at a scale of 1:20 showing both contours at 1 foot intervals and property lines.

A. Develop preliminary plans:
1. Cover sheet.
2. Typical sections.
3. Pavement design

4. Subsurface drainage design
5. Surface drainage design
   a. Drainage area maps.
   b. Pavement spread calculations.
   c. Inlet and other structure design calculations.
   d. Hydraulic grade calculations.
6. Plan and Profile sheets
   a. Plan scale = 1:20
   b. Profile scale H = 1:20; V = 1:5
7. Length of tapers and storage lanes for turn lanes.
8. Driveway profiles
9. Preliminary traffic control for construction plan sheets.
10. Preliminary street lighting.
    a. Pole locations.
    b. Define design parameters.
11. Preliminary pavement marking and signing.
12. Property lines and owner information.
13. Cross sections every 25 feet
14. Preliminary retaining wall elevation views as required.

1.03 Submit preliminary plans to the City and KDOT for review.

1.04 Submit preliminary plans to utility companies for their use in preparing for relocations.

1.05 Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency.

1.06 Submit preliminary plans and opinion of probable cost to City and KDOT for review.

1.07 Communicate with the City not less than bi-weekly as necessary in connection with such preliminary work.

1.08 Field Check to be performed with representatives of the Consulting Engineer, City, and KDOT at the project site with appropriate detailed plans.

1.09 Right-of-way and easements.

A. Describe right-of-way and easements necessary to complete project.
   1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word 7.0.
   2. Furnish necessary title information.
   3. Maps and sketches as follows:
      a. Plan and profile pages showing all proposed takings.
      b. Individual drawings of takings for each ownership including:
         (1) Title block.
         (2) Ownership boundaries.
         (3) Existing rights-of-ways and easements.
         (4) Proposed takings identified with text and graphically.
         (5) Legend for taking type.

(6) Graphical scale and north arrow.
(7) Ownership information.
(8) Legal description of all takings.

B. The Consulting Engineer shall stake in the field the location of rights-of- way and/or easements prior to acquisition as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations.

1.10 Public Information:

A. Prepare for and attend one public meeting to explain the project to residents of the project area, and to receive public comments at a time and place arranged for by the City.
   1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
   2. Have persons available to explain the proposed work and to answer questions.

B. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project.

1.11 Permitting.

A. Prepare the necessary plans and applications for permit submission to and approval of:
   1. Leavenworth County.
   2. State including but not limited to:
      a. Division of Water Resources.
      b. KDOT
   3. Federal including but not limited to.
      a. US Army Corps of Engineers 404
      b. NPDES.
      c. Section 4(f) Evaluations.
      d. FEMA Map Revisions

Task II. Final Design

2.01 Prepare detailed plans and specifications.

A Cover sheet.
B. Typical sections.
C. Pavement design
D. Subsurface drainage design
E. Surface drainage design
   1. Drainage area maps.
   2. Pavement spread calculations.
   3. Inlet and other structure design calculations.
F. Plan and Profile sheets
   1. Plan scale = 1:20
   2. Profile scale H = 1:20; V = 1:5
G. Length of tapers and storage lengths for turn lanes
H. Intersection details.
I. Driveway profiles.

J. Street lighting.
   1. Pole locations.
   2. Design parameters.
   3. Circuit information with includes control center locations.
K. Pavement marking and signing.
L. Existing and proposed right-of-way limits.
M. Property lines and owner information.
N. Cross sections every 25 feet
0. Retaining wall elevation views as required.
P. Traffic control plan and construction phasing including detour routing for each phase of the project.
Q. Location of existing utilities and underground facilities.
R. Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans.

2.02 Schedule and attend utility coordination meetings as required. Add to preliminary plans.
2.03 Prepare a detailed opinion of probable cost.
   A. Include an appropriate contingency.
   B. Estimate time required to complete construction.
   C. Provide input to the City regarding forms for:
      1. Proposals
      2. Construction contracts.
      3. Bonds.
2.04 Submit final plans to the City and KDOT for review.
2.05 At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format.
2.06 Furnish 5 copies of detailed plans and specifications.
   A. Plan sets will be prepared in:
      1. 2 full size (22" x 34")
      2. 3 half size (11"x 17")
   B. These plans are to be furnished at no additional cost, and are separate from those sold to prospective bidders.
2.07 Communicate with City not less than bi-weekly as necessary during preparation of detailed plans.

Task III. Bidding

3.01 Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling.
3.02 Attend bid letting.
3.03 Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
3.04 Consult with and advise the City as to the acceptability of subcontractors and others proposed to do work by the general contractor.

3.05 Prepare written addenda to the bidding documents as required and or requested.
3.06 Assist the City in analyzing bids and making recommendation for award of the construction contract.
3.07 Prepare a bid tabulation in printed and MS Excel format.
3.08 Arrange for, attend, and prepare meeting minutes for a pre-bid conference.
3.09 Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

Task IV. Construction Services

4.01 Be available for discussion and consultation during the construction phase.
4.02 Review shop drawings and be available for consultation with the City during construction.
4.03 Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
4.04 Prepare final record drawings which reflect:
A. All change orders.
B. Minor design changes.
C. Changes made in the field by City representatives and are marked on the construction plan set.
D. Submit updated CAD drawings and TIFF images of the revised sheets.
4.05 Attend weekly construction progress meetings as directed by the City.
4.06 Provide the City with Before and After pictures of the project in printed and digital format.
4.07 Provide five (5) copies of the Contract Documents (Plans and Specs) to the Contractor.
4.08 Draft Contractors Pay Estimates.

Task V. Construction Engineering

5.01 Provide qualified construction inspector to be present to observe the construction during all working hours. These have been estimated in the following table for a total of 25 working days.

PHASE	STAFF	HOURS	RATE	EXTENSION
PRE	P.M.	4	$105	$420
CONSTRUCTION	Inspector	16	$55	$880
	P.M.	8	$105	$880
CONSTRUCTION	Inspector	200	$55	$11,000
	Testing			
POST	P.M.	2	$105	$210
CONSTRUCTION	Inspector	4	$55	$220
		Estimated Total		$13,610

5.02 Provide material testing at intervals required by the City Engineer per KDOT. These standard services will be provided by Terracon Consultants, Inc., per Attachment C and invoiced as a direct reimbursable expense. These are estimated at $3,500.

Completion time: The Consulting Engineer hereby agrees to complete preliminary plans suitable for a public information meeting including easement and right-of-way descriptions and drawings (Task I) by December 31, 2015 and to complete all work necessary to and including preparation of final plans (Task II) by February 28, 2016.

EXHIBIT B
Professional Fee and Expense Worksheet

Task	Description	Principal Hourly $155	Project Manager Hourly $105	Project Engineer Hourly $95	Design Engineer Hourly $86	Reg. Land Surveyor Hourly $110	Senior Engineering Technician Hourly $85	Engineering Technician Hourly $80	Survey Crew Hourly $160	Clerical Hourly $50	Construction Observation Hourly $55	Project Landscape Architect Hourly $55	Total
1.0	Preliminary Design												$13,200.00
1.01	Data Collection			2	4				16.1				$3,106.00
1.02	Base Map/Preliminary Plans					4	24	8					$3,120.00
1.03	Submit Prel. Plans to City and KDOT						16	8					$2,000.00
1.04	Submit Plans to Utility Co			2	2								$362.00
1.05	Prel. Cost Estimate		1	2	2								$467.00
1.06	Submit Cost. Est to City and KDOT		1	2									$295.00
1.07	Bi-Weekly Coord. Meeting			2									$190.00
1.08	Field Check with City			4									$380.00
1.09	Right of Way and Easements					8		8	8				$2,800.00
1.10	Public Information			2									$190.00
1.11	Permitting			2						2			$290.00
2.0	Final Design												$10,500.00
2.01	Detailed Plans	1		7	10		24	31.1					$6,207.00
2.02	Utility Coordination			4	8		4						$1,408.00
2.03	Detailed Cost Estimate			4									$380.00
2.04	Final Plans to City and KDOT	1		2			8	8					$1,665.00
2.05	Furnish CAD Drawings							1		2			$180.00
2.06	Furnish Final Plans		1					2		2			$365.00
2.07	Bi-weekly meetings		1	2									$295.00
3.0	Bid Phase												$1,520.00
3.01	Prepare plans for bidding			1				2		1			$305.00
3.02	Attend bid letting			1						1.1			$150.00
3.03	Consult City on material suitability			1									$95.00
3.04	Consult City on Sub-contractors			1									$95.00
3.05	Prepare addenda			1				2					$255.00
3.06	Assist City with bid analysis			1									$95.00
3.07	Bid Tabulations			1						1			$145.00
3.08	Pre-bid meeting			2									$190.00
3.09	Pre-con meeting			2									$190.00
4.0	Construction Services												$2,800.00
4.01	Construction Phase Consultation		1	4	2								$657.00
4.02	Review shop drawings				2								$172.00
4.03	Const. plan revisions			1	2			4					$587.00
4.04	Prepare record drawings							4					$320.00
4.05	Construction Progress Meetings			2									$190.00
4.06	Before and After Pics							2					$160.00
4.07	Conctract Documents			1	2					1.6			$347.00
4.08	Pay Applications			1	2					2			$367.00
5.0	Construction Engineering												$17,070.00
5.01	Construction Inspection		14								220		$13,570.00
5.02	Materials Testing *Estimated per Terracon Prop.*												$3,500.00
6.0	Reimbursible Expenses												$750.00
6.01	Printing, Deliveries, Mileage												$750.00
7.0	Grand Total												$45,840.00

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic: Land Acquisition Services for the Leavenworth Road Sidewalk Improvement Project.

Action Requested: Approve Resolution 2015-17 to enter into a contract with Land Company Real Estate Services, Inc.

Narrative: On August 3rd, 2015, City Council approved funding for three (3) capital improvement projects. Land acquisition services will be needed for the projects to acquire necessary right-of-way and easements to complete the projects. Staff has acquired three (3) proposals for land acquisition services regarding the Leavenworth Road Sidewalk Improvement Project. The proposals include land acquisition services for 22 tracts. Land Company Real Estate Services, Inc. provides the lowest cost for the project.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Resolution 2015-17 not to exceed $17,380.

Attachments:
9.28.15 Memo
Resolution 2015-17

Projector needed for this item?
No

Memorandum

To: Mr. Mayor and City Council

CC: Lloyd Martley

From: Mitch Pleak

Date: 9.28.15

Re: Land Acquisition Services – Leavenworth Road Sidewalk Improvement Project.

On August 3rd, 2015, City Council approved funding for three (3) capital improvement projects. Land acquisition services will be needed for the projects to acquire necessary right-of-way and easements to complete the projects. Staff has acquired three (3) proposals for land acquisition services regarding the Leavenworth Road Sidewalk Improvement Project. Land Company Real Estate Services, Inc. provides the lowest cost for the project. Please see Exhibit A for a detailed cost breakdown.

Exhibit A

Leavenworth Rd Sidewalk Project	
Land Co.	$17,380
Valbridge	$24,950
Prier Law	$33,000 to $39,600

Staff recommends the Land Company Real Estate Services, Inc. for land acquisition services for the Leavenworth Road Sidewalk Improvement Project.

RESOLUTION NO. 2015-17

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN LAND ACQUISITION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND LAND COMPANY REAL ESTATE SERVICES, INC., REGARDING THE LEAVENWORTH ROAD SIDEWALK IMPROVEMENTS PROJECT IN BASEHOR, KANSAS

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Land Acquisition Services Agreement with Land Company Real Estate Services, Inc., regarding sidewalk improvements 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 Land Acquisition Services Agreement with Land Company Real Estate Services, Inc., attached as **Exhibit A**.

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

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

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

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

{32233 / 65827: 664608. }

Exhibit A
Land Acquisition Services Agreement

To be attached.

Land Company Real Estate Services, Inc.

14799 Woodend Road
Bonner Springs, Kansas 66012

Office Phone - 913 441 8441
Email - TheLandCo@aol.com

August 31, 2015

Letter Agreement
For
Land Acquisition Services

Mr. Mitch Pleak, P. E.
City Engineer
City of Basehor
2620 North 155th Street
Basehor, Kansas 66007

Re: Real Estate Acquisition Services for the Leavenworth Road Sidewalk Improvement Project. (From City Park to 155th Street.)

Dear Mr. Mitch Pleak:

Pursuant to your request please consider this our formal proposal to provide real estate acquisition related services for the Leavenworth Road Sidewalk Improvement Project. (From City Park to 155th Street.)

In accordance with the information supplied to our firm, we have prepared a detailed proposal. The fee structure for this project is as follows.

Real Estate Appraisal and Acquisition Services	22 Tracts
Donation Negotiation and Acquisition	$395.00
Estimate of Just Compensation Valuation	$395.00
Total	$790.00

22 Tracts X $790.00 = $17,380.00

Total $17,380.00

Estimates of Compensation valuations will be used to determine the offers of compensation for the properties that do not donate the necessary easements for the project. The number of tracts involved in this project was determined from the overall project plans. This project contains no state or federal funds. All work product will be billed at the same unit price as shown above and upon completion of the work product and in accordance with Exhibit "A". All work will commence upon a written notice to proceed from the City of Basehor.

It appears that the Leavenworth Road Sidewalk Improvement Project from City Park to 155th Street Street has 22 tracts and all require land acquisition. Valuations can be produced within three to four weeks and offers can be made within the following week or so. This information is provided to assist with the project time line and project expectations.

We estimate that we can have all property owners contacted within the first ten days of the acquisition process. Subsequent visits are consequently not expedient because property owners are usually gathering information or conversing with others regarding the offer and or specific cost to cure concerns. Our firm estimates that the negotiation and acquisition phase will take approximately 45 - 60 days.

We estimate that the valuation and acquisition phases will be completed within approximately 100 days, assuming that all necessary information and documents, including legal descriptions and easement documents have been obtained or prepared the consultant and or City of Basehor.

Our firm feels that a turnkey project cost is $17,380.00 and can be completed within 119 days from initiation to completion.

If this proposal is acceptable to you, please sign this Letter Agreement in the space provided.

Respectfully Submitted,

City of Basehor, Kansas **Land Company Real Estate Services, Inc.**

By: _____ **By:** _____
John T. Amrein

Name _____
Title: _____ **President**

{32233 / 65827: 663910: }

Exhibit "A"

Fees For Services

The Land Company will offer each property owner the opportunity for compensation or donation for any right of way and/or easements. If the property owner chooses compensation, the Land Company will provide an estimate of just compensation valuation. If the property owner chooses donation, estimated compensation will not be needed.

The City reserves the right to deny acceptance of any work contemplated hereunder where the Land Company has failed to comply in any manner with any material requirement set out herein. If for any reason, due to changes in plans or otherwise, there shall be a major change in the scope or character of the work to be performed by the Land Company necessitating an equitable change in the amount of compensation, the City and the Land Company shall agree upon such changes in writing, the same to form a supplement to this Contract. In the event of any dispute concerning a question of fact in connection with the work to be performed by the Land Company, the City Administrator (or equivalent) shall make a determination of such fact and his/her decision shall be final. The total compensation amount is categorized as follows and any additional work will be billed at equivalent amounts per parcel and be considered additional work.

Payment Schedule

City agrees to pay the Land Company for services rendered upon completion and acceptance of all work for each property to be acquired. This project is considered to include the following steps:

1. Valuation Process, including Estimates of Compensation.
2. Acquisition Process, including offers of compensation and negotiations for each tract.
3. Miscellaneous Expenses.

The City and the Land Company agree that there will be an invoice for all of the work performed on each step of the process throughout. The Acquisition process which may have as many as seven separate invoices. Invoices will be submitted when the work pertaining to each process has been successfully completed.

Administrative Settlements

Administrative Settlements occur when the settlement price for the property to be acquired may exceed the amount offered as just compensation when reasonable efforts to negotiate on that amount have failed and an authorized agency official approves such administrative settlement as being reasonable, prudent, and in the public interest. This process may be preferable to condemnation in certain situations. The agent must give full consideration to all pertinent information and prepare a written justification which indicates that available information (e.g., valuations, [including the owner's appraisal, if one is available] recent court awards, estimated trial costs, and valuation problems) supports the Administrative Settlement. The Administrative

Settlement should be consistent with the situation, circumstances, and amount of money involved. Negotiating an Administrative Settlement may include new revised offer letters, new acquisition documents and deeds which may be additional work which include new document creation and justification of increased payments, and the City may agree to pay the Land Company if such work is clearly shown to be additional work.

Project Changes

The Land Company has based their proposed fees on the number of the parcels that have been supplied by the City and that the actual number of parcels required is not subject to change. The actual contract maximum shall be based upon the actual number of parcels multiplied by the appropriate unit rate as shown above. In the event that design plans change during the course of this assignment (i.e. land areas, changes in damages to specific properties, etc.), resulting in needed changes to specific appraisals or specific negotiation services (i.e. additional document preparation, etc.), the required changes will be considered extra work and will be billed as "extra work" on the basis of a negotiated per hour rate with the City. Any "extra work" billing will be specifically addressed with an approved by City staff in advance and prior to any invoice submission.

Expert Witness Testimony

All appraisal hearings, pretrial meetings, expert witness testimony, including court preparation time, may be necessary when requested by the City. All eminent domain driven meetings will be billed at $125.00 per hour. These are services beyond our scope of services and require additional time.

Extra Work

Extra work involving services beyond our scope of services outlined in this proposal will be calculated at $55.00 per hour. This identifies extra work that is not associated with eminent domain proceedings but may include work associated with Administrative Settlements and project changes.

Termination

This agreement may be terminated by either party upon sixty (60) days prior written notice to the other party for nonperformance as agreed to herein. In the event of termination as described, the Land Company shall be paid compensation in full for services performed as of the date of termination, such amount being calculated in accord with this agreement. Such amount shall be paid by City upon the Land Company delivering or otherwise making available to the City all data, drawings, reports and other information and material as may have been accumulated by the Land Company in specific performance of the services included in this agreement, whether completed or in progress.

Donations

The property owners whose real property is to be acquired for this project may make a gift of the property, or any part of it, or any of the compensation paid for it, to the City.

The property owners must be fully informed of the right to receive just compensation if they so desire. One method of informing property owners of this right is to provide them with a written document such as a brochure, which explains the land acquisition process under Kansas state law, and the owner's rights, privileges, and obligations. The information provided in the written document should be presented in nontechnical terms to the extent practicable.

The property owners must also be fully informed that they are entitled to have an appraisal made of the property, along with an offer of just compensation. In cases involving properties with a low fair market value estimate, the acquiring agency may waive the appraisal in accordance with their approved procedures.

If the property owner wants the appraisal for tax purposes and the estimated value would exceed $5,000, the Internal Revenue Service (IRS) requires that the appraisal be prepared by a disinterested, unbiased third party. While the City is not obligated to use the appraisers of The Land Company, it would be prudent to advise the property owner to select a fee appraiser, and for the City to pay the fee. .

Donations In Exchange For Construction Features

The City may accept a property owner's offer to donate property, or a portion thereof, in exchange for services rendered that will benefit the property owner.

For instance, the City may require a narrow strip of land for a street widening project. The property owner may request, and the City may agree to provide, an additional driveway or entrance in exchange for the necessary right-of-way without any cash compensation.

A comparison of the estimated value of the right-of-way against the cost of the construction features should be made for the economic justification for payment of the right-of-way by the service provided.

The offset of the cost of construction features against right-of-way costs differs from mitigation of damages. Under the mitigation of damages process, the cost of construction feature is offset against damages to the remaining property. The property owner is compensated generally in cash for the cost to construct or replace a physical feature, or for the estimated severance damage, whichever is less.

** Donations will significantly reduce the bid price on a per parcel basis. The appraisal process may or may not be utilized on each parcel if donations are favorable.

Supportive Information

The City will provide the Land Company with a legal description of each tract of land to be acquired. Each legal description will be placed on a 81/2 X 11 sheet of paper and will be supplied on a CD disk or jump drive with Microsoft Word compatible software. Microsoft Word is the preferred software. A plat map exhibit will be provided as well as construction drawings showing each property and the proposed taking will also be provided. This plat map and or construction drawing is needed to describe to the property owner the area needed for the acquisition. All title work, easement documents, right of way plans and construction drawings will also be provided by the City. Plans will be provided in 20 scale and half size sets.

Legal Information

The City will, at the request of the Land Company, if there be any doubt as to whether certain portions of the property involved are real estate or personal property, designate an attorney to make a finding as to the status of such improvements, and furnish upon request of the Land Company a statement of items generally noncompensable and furnish legal advice relative to consideration of benefits chargeable to the property involved by reason of the aforesaid proposed public improvement. Other legal opinions pertaining to this project will be furnished by the City legal counsel at no expense to the Land Company.

Independent Work Product

The Land Company agrees that all work will be prepared independent of any other contractor employed by the City for the same work and that the Land Company will not furnish to any other person or persons a copy of work completed for the City. All work prepared for the City is agreed to be confidential between the parties hereto and any breach of any confidence shall be considered a material breach of this contract, except for that information that is made available upon mutual consent of both parties.

Work Schedule

The Land Company has estimated the time schedule needed to accomplish the land acquisition services for this project. Several of the services can overlap and the time schedule forecasted may be completed in advance.

The commencement date of this agreement is to occur upon the Land Company's receipt of the executed agreement signed by the authorized person(s) representing the City and legal descriptions and plans in their entirety. Any prolonging of the time line due to changes in the design plans, legal descriptions changes, additional drawings and further engineering delays in access to information, etc., will automatically extend the parameters of the deadlines set out in any of the agreements.

Insurance

1. General

The Land Company 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. The Land Company 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 Land Company 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 Land Company, 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 Land Company 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 Land Company limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Land Company 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 Land Company 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 Land Company against all claims under applicable state workers' compensation laws. The Land Company 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 Land Company shall maintain throughout the duration of this Contract and for a three (3) year period thereafter, 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 the Land Company.

8. Subconsultants' Insurance

If a part of the Agreement is to be sublet, the Land Company 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, the Land Company 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.

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 the Land Company whether arising before or after the completion of the Services required hereunder.

2. Indemnity: For purposes of this Agreement, the Land Company 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 Land Company, its affiliates, subsidiaries, employees, agents and subconsultants and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Land Company's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Land Company is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Land Company, 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 Land Company, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Affirmative Action/Other Laws

1. During the performance of this Agreement, the Land Company agrees that:

a. the Land Company 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 Land Company shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

c. if the Land Company fails to comply with the manner in which the the Land Company reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect 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 Land Company 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 Land Company 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 Land Company 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 consultant:

- 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 Land Company further agrees that the Land Company 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.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 7

Topic: Land Acquisition Services for the Chestnut Sanitary Sewer Improvement Project.

Action Requested: Approve Resolution 2015-18 to enter into a contract with Land Company Real Estate Services, Inc.

Narrative: On August 3rd, 2015, City Council approved funding for three (3) capital improvement projects. Land acquisition services will needed for the projects to acquire necessary right-of-way and easements to complete the projects. Staff has acquired three (3) proposals for land acquisition services regarding the Chestnut Sanitary Sewer Improvement Project. The proposals include land acquisition services for 20 tracts. Land Company Real Estate Services, Inc. provides the lowest cost for the project.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Resolution 2015-18 not to exceed $15,800.

Attachments:
9.28.15 Memo
Resolution 2015-18

Projector needed for this item?
No

RESOLUTION NO. 2015-18

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN LAND ACQUISITION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND LAND COMPANY REAL ESTATE SERVICES, INC., REGARDING THE CHESTNUT SANITARY SEWER IMPROVEMENTS PROJECT IN BASEHOR, KANSAS

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Land Acquisition Services Agreement with Land Company Real Estate Services, Inc., regarding the Chestnut sanitary sewer improvements from 155th Street to Parallel 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 Land Acquisition Services Agreement with Land Company Real Estate Services, Inc., attached as **Exhibit A**.

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

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

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

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Land Acquisition Services Agreement

To be attached.

Land Company Real Estate Services, Inc.

14799 Woodend Road
Bonner Springs, Kansas 66012

Office Phone - 913 441 8441
Email - TheLandCo@aol.com

August 31, 2015

Letter Agreement
For
Land Acquisition Services

Mr. Mitch Pleak, P. E.
City Engineer
City of Basehor
2620 North 155th Street
Basehor, Kansas 66007

Re: Real Estate Acquisition Services for the Chestnut Sanitary Sewer Improvement Project. (From 155th Street to Parallel Street.)

Dear Mr. Mitch Pleak:

Pursuant to your request please consider this our formal proposal to provide real estate acquisition related services for the Chestnut Sanitary Sewer Improvement Project. (From 155th Street to Parallel Street.

In accordance with the information supplied to our firm, we have prepared a detailed proposal. The fee structure for this project is as follows.

Real Estate Appraisal and Acquisition Services	20 Tracts
Donation Negotiation and Acquisition	$395.00
Estimate of Just Compensation Valuation	$395.00
Total	$790.00

20 Tracts X $790.00 = $15,800.00

Total $15,800.00

Estimates of Compensation valuations will be used to determine the offers of compensation for the properties that do not donate the necessary easements for the project. The number of tracts involved in this project was determined from the overall project plans. This project contains no state or federal funds. All work product will be billed at the same unit price as shown above and upon completion of the work product and in accordance with Exhibit "A". All work will commence upon a written notice to proceed from the City of Basehor.

It appears that the Chestnut Sanitary Sewer Improvement Project from 155th Street to Parallel Street has 20 tracts and all require land acquisition. Valuations can be produced within three to four weeks and offers can be made within the following week or so. This information is provided to assist with the project time line and project expectations.

We estimate that we can have all property owners contacted within the first ten days of the acquisition process. Subsequent visits are consequently not expedient because property owners are usually gathering information or conversing with others regarding the offer and or specific cost to cure concerns. Our firm estimates that the negotiation and acquisition phase will take approximately 45 - 60 days.

We estimate that the valuation and acquisition phases will be completed within approximately 100 days, assuming that all necessary information and documents, including legal descriptions and easement documents have been obtained or prepared the consultant and or City of Basehor.

Our firm feels that a turnkey project cost is $15,800.00 and can be completed within 119 days from initiation to completion.

If this proposal is acceptable to you, please sign this Letter Agreement in the space provided.

Respectfully Submitted,

City of Basehor, Kansas **Land Company Real Estate Services, Inc.**

By: _____ **By:** _____
John T. Amrein

Name _____
Title: _____ **President**

{32233 / 65827; 663910. }

Exhibit "A"

Fees For Services

The Land Company will offer each property owner the opportunity for compensation or donation for any right of way and/or easements. If the property owner chooses compensation, the Land Company will provide an estimate of just compensation valuation. If the property owner chooses donation, estimated compensation will not be needed.

The City reserves the right to deny acceptance of any work contemplated hereunder where the Land Company has failed to comply in any manner with any material requirement set out herein. If for any reason, due to changes in plans or otherwise, there shall be a major change in the scope or character of the work to be performed by the Land Company necessitating an equitable change in the amount of compensation, the City and the Land Company shall agree upon such changes in writing, the same to form a supplement to this Contract. In the event of any dispute concerning a question of fact in connection with the work to be performed by the Land Company, the City Administrator (or equivalent) shall make a determination of such fact and his/her decision shall be final. The total compensation amount is categorized as follows and any additional work will be billed at equivalent amounts per parcel and be considered additional work.

Payment Schedule

City agrees to pay the Land Company for services rendered upon completion and acceptance of all work for each property to be acquired. This project is considered to include the following steps:

1. Valuation Process, including Estimates of Compensation.
2. Acquisition Process, including offers of compensation and negotiations for each tract.
3. Miscellaneous Expenses.

The City and the Land Company agree that there will be an invoice for all of the work performed on each step of the process throughout. The Acquisition process which may have as many as seven separate invoices. Invoices will be submitted when the work pertaining to each process has been successfully completed.

Administrative Settlements

Administrative Settlements occur when the settlement price for the property to be acquired may exceed the amount offered as just compensation when reasonable efforts to negotiate on that amount have failed and an authorized agency official approves such administrative settlement as being reasonable, prudent, and in the public interest. This process may be preferable to condemnation in certain situations. The agent must give full consideration to all pertinent information and prepare a written justification which indicates that available information (e.g., valuations, [including the owner's appraisal, if one is available] recent court awards, estimated trial costs, and valuation problems) supports the Administrative Settlement. The Administrative

Settlement should be consistent with the situation, circumstances, and amount of money involved. Negotiating an Administrative Settlement may include new revised offer letters, new acquisition documents and deeds which may be additional work which include new document creation and justification of increased payments, and the City may agree to pay the Land Company if such work is clearly shown to be additional work.

Project Changes

The Land Company has based their proposed fees on the number of the parcels that have been supplied by the City and that the actual number of parcels required is not subject to change. The actual contract maximum shall be based upon the actual number of parcels multiplied by the appropriate unit rate as shown above. In the event that design plans change during the course of this assignment (i.e. land areas, changes in damages to specific properties, etc.), resulting in needed changes to specific appraisals or specific negotiation services (i.e. additional document preparation, etc.), the required changes will be considered extra work and will be billed as "extra work" on the basis of a negotiated per hour rate with the City. Any "extra work" billing will be specifically addressed with an approved by City staff in advance and prior to any invoice submission.

Expert Witness Testimony

All appraisal hearings, pretrial meetings, expert witness testimony, including court preparation time, may be necessary when requested by the City. All eminent domain driven meetings will be billed at $125.00 per hour. These are services beyond our scope of services and require additional time.

Extra Work

Extra work involving services beyond our scope of services outlined in this proposal will be calculated at $55.00 per hour. This identifies extra work that is not associated with eminent domain proceedings but may include work associated with Administrative Settlements and project changes.

Termination

This agreement may be terminated by either party upon sixty (60) days prior written notice to the other party for nonperformance as agreed to herein. In the event of termination as described, the Land Company shall be paid compensation in full for services performed as of the date of termination, such amount being calculated in accord with this agreement. Such amount shall be paid by City upon the Land Company delivering or otherwise making available to the City all data, drawings, reports and other information and material as may have been accumulated by the Land Company in specific performance of the services included in this agreement, whether completed or in progress.

Donations

The property owners whose real property is to be acquired for this project may make a gift of the property, or any part of it, or any of the compensation paid for it, to the City.

The property owners must be fully informed of the right to receive just compensation if they so desire. One method of informing property owners of this right is to provide them with a written document such as a brochure, which explains the land acquisition process under Kansas state law, and the owner's rights, privileges, and obligations. The information provided in the written document should be presented in nontechnical terms to the extent practicable.

The property owners must also be fully informed that they are entitled to have an appraisal made of the property, along with an offer of just compensation. In cases involving properties with a low fair market value estimate, the acquiring agency may waive the appraisal in accordance with their approved procedures.

If the property owner wants the appraisal for tax purposes and the estimated value would exceed $5,000, the Internal Revenue Service (IRS) requires that the appraisal be prepared by a disinterested, unbiased third party. While the City is not obligated to use the appraisers of The Land Company, it would be prudent to advise the property owner to select a fee appraiser, and for the City to pay the fee. .

Donations In Exchange For Construction Features

The City may accept a property owner's offer to donate property, or a portion thereof, in exchange for services rendered that will benefit the property owner.

For instance, the City may require a narrow strip of land for a street widening project. The property owner may request, and the City may agree to provide, an additional driveway or entrance in exchange for the necessary right-of-way without any cash compensation.

A comparison of the estimated value of the right-of-way against the cost of the construction features should be made for the economic justification for payment of the right-of-way by the service provided.

The offset of the cost of construction features against right-of-way costs differs from mitigation of damages. Under the mitigation of damages process, the cost of construction feature is offset against damages to the remaining property. The property owner is compensated generally in cash for the cost to construct or replace a physical feature, or for the estimated severance damage, whichever is less.

** Donations will significantly reduce the bid price on a per parcel basis. The appraisal process may or may not be utilized on each parcel if donations are favorable.

Supportive Information

The City will provide the Land Company with a legal description of each tract of land to be acquired. Each legal description will be placed on a 81/2 X 11 sheet of paper and will be supplied on a CD disk or jump drive with Microsoft Word compatible software. Microsoft Word is the preferred software. A plat map exhibit will be provided as well as construction drawings showing each property and the proposed taking will also be provided. This plat map and or construction drawing is needed to describe to the property owner the area needed for the acquisition. All title work, easement documents, right of way plans and construction drawings will also be provided by the City. Plans will be provided in 20 scale and half size sets.

Legal Information

The City will, at the request of the Land Company, if there be any doubt as to whether certain portions of the property involved are real estate or personal property, designate an attorney to make a finding as to the status of such improvements, and furnish upon request of the Land Company a statement of items generally noncompensable and furnish legal advice relative to consideration of benefits chargeable to the property involved by reason of the aforesaid proposed public improvement. Other legal opinions pertaining to this project will be furnished by the City legal counsel at no expense to the Land Company.

Independent Work Product

The Land Company agrees that all work will be prepared independent of any other contractor employed by the City for the same work and that the Land Company will not furnish to any other person or persons a copy of work completed for the City. All work prepared for the City is agreed to be confidential between the parties hereto and any breach of any confidence shall be considered a material breach of this contract, except for that information that is made available upon mutual consent of both parties.

Work Schedule

The Land Company has estimated the time schedule needed to accomplish the land acquisition services for this project. Several of the services can overlap and the time schedule forecasted may be completed in advance.

The commencement date of this agreement is to occur upon the Land Company's receipt of the executed agreement signed by the authorized person(s) representing the City and legal descriptions and plans in their entirety. Any prolonging of the time line due to changes in the design plans, legal descriptions changes, additional drawings and further engineering delays in access to information, etc., will automatically extend the parameters of the deadlines set out in any of the agreements.

Insurance

1. General

The Land Company 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. The Land Company 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 Land Company 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 Land Company, 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 Land Company 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 Land Company limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Land Company 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 Land Company 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 Land Company against all claims under applicable state workers' compensation laws. The Land Company 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 Land Company shall maintain throughout the duration of this Contract and for a three (3) year period thereafter, 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 the Land Company.

8. Subconsultants' Insurance

If a part of the Agreement is to be sublet, the Land Company 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, the Land Company 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.

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 the Land Company whether arising before or after the completion of the Services required hereunder.

2. Indemnity: For purposes of this Agreement, the Land Company 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 Land Company, its affiliates, subsidiaries, employees, agents and subconsultants and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Land Company's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Land Company is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Land Company, 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 Land Company, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Affirmative Action/Other Laws

1. During the performance of this Agreement, the Land Company agrees that:

a. the Land Company 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 Land Company shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

c. if the Land Company fails to comply with the manner in which the the Land Company reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect 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 Land Company 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 Land Company 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 Land Company 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 consultant:

- 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 Land Company further agrees that the Land Company 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.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 8

Topic: Land Acquisition Services for the Donahoo Road Improvement Project.

Action Requested: Approve Resolution 2015-19 to enter into a contract with Land Company Real Estate Services, Inc.

Narrative: On August 3rd, 2015, City Council approved funding for three (3) capital improvement projects. Land acquisition services will needed for the projects to acquire necessary right-of-way and easements to complete the projects. Staff has acquired three (3) proposals for land acquisition services regarding the Donahoo Road Improvement Project. The proposals include land acquisition services for 3 tracts. Land Company Real Estate Services, Inc. provides the lowest cost for the project.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Resolution 2015-19 not to exceed $2,370.

Attachments:
9.28.15 Memo
Resolution 2015-19

Projector needed for this item?
No

Memorandum

To: Mr. Mayor and City Council

CC: Lloyd Martley

From: Mitch Pleak

Date: 9.28.15

Re: Land Acquisition Services - Donahoo Road Improvement Project.

On August 3rd, 2015, City Council approved funding for three (3) capital improvement projects. Land acquisition services will be needed for the projects to acquire necessary right-of-way and easements to complete the projects. Staff has acquired three (3) proposals for land acquisition services regarding the Donahoo Road Improvement Project. Land Company Real Estate Services, Inc. provides the lowest cost for the project. Please see Exhibit A for a detailed cost breakdown.

Exhibit A

Donahoo Road Project	
Land Co.	$2,370
Valbridge	$6,900
Prier Law	$9,000 to $9,900

Staff recommends the Land Company Real Estate Services, Inc. for land acquisition services for the Donahoo Road Improvement Project.

RESOLUTION NO. 2015-19

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN LAND ACQUISITION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND LAND COMPANY REAL ESTATE SERVICES, INC., REGARDING THE DONAHOO ROAD IMPROVEMENT PROJECT IN BASEHOR, KANSAS

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Land Acquisition Services Agreement with Land Company Real Estate Services, Inc., regarding Donahoo Road improvements from approximately 200 feet West of K-7 Highway to 141st 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 Land Acquisition Services Agreement with Land Company Real Estate Services, Inc., attached as **Exhibit A**.

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

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

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

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

(32233 / 65827: 664607.)

Exhibit A
Land Acquisition Services Agreement

To be attached.

Land Company Real Estate Services, Inc.

14799 Woodend Road
Bonner Springs, Kansas 66012

Office Phone - 913 441 8441
Email - TheLandCo@aol.com

August 31, 2015

Letter Agreement
For
Land Acquisition Services

Mr. Mitch Pleak, P. E.
City Engineer
City of Basehor
2620 North 155th Street
Basehor, Kansas 66007

Re: Real Estate Acquisition Services for the Donahoo Road Improvement Project. (K-7 to 141st Street.)

Dear Mr. Mitch Pleak:

Pursuant to your request please consider this our formal proposal to provide real estate acquisition related services for the Donahoo Road Improvement Project. (K-7 to 141st Street.)

In accordance with the information supplied to our firm, we have prepared a detailed proposal. The fee structure for this project is as follows.

Real Estate Appraisal and Acquisition Services	3 Tracts
Donation Negotiation and Acquisition	$395.00
Estimate of Just Compensation Valuation	$395.00
Total	$790.00

3 Tracts X $790.00 = $2,370.00

Total $2,370.00

Estimates of Compensation valuations will be used to determine the offers of compensation for the properties that do not donate the necessary easements for the project. The number of tracts involved in this project was determined from the overall project plans. This project contains no state or federal funds. All work product will be billed at the same unit price as shown above and upon completion of the work product and in accordance with Exhibit "A". All work will commence upon a written notice to proceed from the City of Basehor.

It appears that the Donahoo Road Improvement Project from K-7 to 141st Street has 3 tracts and all require land acquisition. Valuations can be produced within three to four weeks and offers can be made within the following week or so. This information is provided to assist with the project time line and project expectations.

We estimate that we can have all property owners contacted within the first ten days of the acquisition process. Subsequent visits are consequently not expedient because property owners are usually gathering information or conversing with others regarding the offer and or specific cost to cure concerns. Our firm estimates that the negotiation and acquisition phase will take approximately 45 - 60 days.

We estimate that the valuation and acquisition phases will be completed within approximately 100 days, assuming that all necessary information and documents, including legal descriptions and easement documents have been obtained or prepared the consultant and or City of Basehor.

Our firm feels that a turnkey project cost is $2,370.00 and can be completed within 119 days from initiation to completion.

If this proposal is acceptable to you, please sign this Letter Agreement in the space provided.

Respectfully Submitted,

City of Basehor, Kansas

By: _____

Name _____

Title: _____

Land Company Real Estate Services, Inc.

By: _____

John T. Amrein

President

Exhibit "A"

Fees For Services

The Land Company will offer each property owner the opportunity for compensation or donation for any right of way and/or easements. If the property owner chooses compensation, the Land Company will provide an estimate of just compensation valuation. If the property owner chooses donation, estimated compensation will not be needed.

The City reserves the right to deny acceptance of any work contemplated hereunder where the Land Company has failed to comply in any manner with any material requirement set out herein. If for any reason, due to changes in plans or otherwise, there shall be a major change in the scope or character of the work to be performed by the Land Company necessitating an equitable change in the amount of compensation, the City and the Land Company shall agree upon such changes in writing, the same to form a supplement to this Contract. In the event of any dispute concerning a question of fact in connection with the work to be performed by the Land Company, the City Administrator (or equivalent) shall make a determination of such fact and his/her decision shall be final. The total compensation amount is categorized as follows and any additional work will be billed at equivalent amounts per parcel and be considered additional work.

Payment Schedule

City agrees to pay the Land Company for services rendered upon completion and acceptance of all work for each property to be acquired. This project is considered to include the following steps:

1. Valuation Process, including Estimates of Compensation.
2. Acquisition Process, including offers of compensation and negotiations for each tract.
3. Miscellaneous Expenses.

The City and the Land Company agree that there will be an invoice for all of the work performed on each step of the process throughout. The Acquisition process which may have as many as seven separate invoices. Invoices will be submitted when the work pertaining to each process has been successfully completed.

Administrative Settlements

Administrative Settlements occur when the settlement price for the property to be acquired may exceed the amount offered as just compensation when reasonable efforts to negotiate on that amount have failed and an authorized agency official approves such administrative settlement as being reasonable, prudent, and in the public interest. This process may be preferable to condemnation in certain situations. The agent must give full consideration to all pertinent information and prepare a written justification which indicates that available information (e.g., valuations, [including the owner's appraisal, if one is available] recent court awards, estimated trial costs, and valuation problems) supports the Administrative Settlement. The Administrative

Settlement should be consistent with the situation, circumstances, and amount of money involved. Negotiating an Administrative Settlement may include new revised offer letters, new acquisition documents and deeds which may be additional work which include new document creation and justification of increased payments, and the City may agree to pay the Land Company if such work is clearly shown to be additional work.

Project Changes

The Land Company has based their proposed fees on the number of the parcels that have been supplied by the City and that the actual number of parcels required is not subject to change. The actual contract maximum shall be based upon the actual number of parcels multiplied by the appropriate unit rate as shown above. In the event that design plans change during the course of this assignment (i.e. land areas, changes in damages to specific properties, etc.), resulting in needed changes to specific appraisals or specific negotiation services (i.e. additional document preparation, etc.), the required changes will be considered extra work and will be billed as "extra work" on the basis of a negotiated per hour rate with the City. Any "extra work" billing will be specifically addressed with an approved by City staff in advance and prior to any invoice submission.

Expert Witness Testimony

All appraisal hearings, pretrial meetings, expert witness testimony, including court preparation time, may be necessary when requested by the City. All eminent domain driven meetings will be billed at $125.00 per hour. These are services beyond our scope of services and require additional time.

Extra Work

Extra work involving services beyond our scope of services outlined in this proposal will be calculated at $55.00 per hour. This identifies extra work that is not associated with eminent domain proceedings but may include work associated with Administrative Settlements and project changes.

Termination

This agreement may be terminated by either party upon sixty (60) days prior written notice to the other party for nonperformance as agreed to herein. In the event of termination as described, the Land Company shall be paid compensation in full for services performed as of the date of termination, such amount being calculated in accord with this agreement. Such amount shall be paid by City upon the Land Company delivering or otherwise making available to the City all data, drawings, reports and other information and material as may have been accumulated by the Land Company in specific performance of the services included in this agreement, whether completed or in progress.

Donations

The property owners whose real property is to be acquired for this project may make a gift of the property, or any part of it, or any of the compensation paid for it, to the City.

The property owners must be fully informed of the right to receive just compensation if they so desire. One method of informing property owners of this right is to provide them with a written document such as a brochure, which explains the land acquisition process under Kansas state law, and the owner's rights, privileges, and obligations. The information provided in the written document should be presented in nontechnical terms to the extent practicable.

The property owners must also be fully informed that they are entitled to have an appraisal made of the property, along with an offer of just compensation. In cases involving properties with a low fair market value estimate, the acquiring agency may waive the appraisal in accordance with their approved procedures.

If the property owner wants the appraisal for tax purposes and the estimated value would exceed $5,000, the Internal Revenue Service (IRS) requires that the appraisal be prepared by a disinterested, unbiased third party. While the City is not obligated to use the appraisers of The Land Company, it would be prudent to advise the property owner to select a fee appraiser, and for the City to pay the fee. .

Donations In Exchange For Construction Features

The City may accept a property owner's offer to donate property, or a portion thereof, in exchange for services rendered that will benefit the property owner.

For instance, the City may require a narrow strip of land for a street widening project. The property owner may request, and the City may agree to provide, an additional driveway or entrance in exchange for the necessary right-of-way without any cash compensation.

A comparison of the estimated value of the right-of-way against the cost of the construction features should be made for the economic justification for payment of the right-of-way by the service provided.

The offset of the cost of construction features against right-of-way costs differs from mitigation of damages. Under the mitigation of damages process, the cost of construction feature is offset against damages to the remaining property. The property owner is compensated generally in cash for the cost to construct or replace a physical feature, or for the estimated severance damage, whichever is less.

** Donations will significantly reduce the bid price on a per parcel basis. The appraisal process may or may not be utilized on each parcel if donations are favorable.

Supportive Information

The City will provide the Land Company with a legal description of each tract of land to be acquired. Each legal description will be placed on a 81/2 X 11 sheet of paper and will be supplied on a CD disk or jump drive with Microsoft Word compatible software. Microsoft Word is the preferred software. A plat map exhibit will be provided as well as construction drawings showing each property and the proposed taking will also be provided. This plat map and or construction drawing is needed to describe to the property owner the area needed for the acquisition. All title work, easement documents, right of way plans and construction drawings will also be provided by the City. Plans will be provided in 20 scale and half size sets.

Legal Information

The City will, at the request of the Land Company, if there be any doubt as to whether certain portions of the property involved are real estate or personal property, designate an attorney to make a finding as to the status of such improvements, and furnish upon request of the Land Company a statement of items generally noncompensable and furnish legal advice relative to consideration of benefits chargeable to the property involved by reason of the aforesaid proposed public improvement. Other legal opinions pertaining to this project will be furnished by the City legal counsel at no expense to the Land Company.

Independent Work Product

The Land Company agrees that all work will be prepared independent of any other contractor employed by the City for the same work and that the Land Company will not furnish to any other person or persons a copy of work completed for the City. All work prepared for the City is agreed to be confidential between the parties hereto and any breach of any confidence shall be considered a material breach of this contract, except for that information that is made available upon mutual consent of both parties.

Work Schedule

The Land Company has estimated the time schedule needed to accomplish the land acquisition services for this project. Several of the services can overlap and the time schedule forecasted may be completed in advance.

The commencement date of this agreement is to occur upon the Land Company's receipt of the executed agreement signed by the authorized person(s) representing the City and legal descriptions and plans in their entirety. Any prolonging of the time line due to changes in the design plans, legal descriptions changes, additional drawings and further engineering delays in access to information, etc., will automatically extend the parameters of the deadlines set out in any of the agreements.

Insurance

1. General

The Land Company 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. The Land Company 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 Land Company 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 Land Company, 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 Land Company 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 Land Company limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Land Company 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 Land Company 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 Land Company against all claims under applicable state workers' compensation laws. The Land Company 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 Land Company shall maintain throughout the duration of this Contract and for a three (3) year period thereafter, 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 the Land Company.

8. Subconsultants' Insurance

If a part of the Agreement is to be sublet, the Land Company 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, the Land Company 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.

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 the Land Company whether arising before or after the completion of the Services required hereunder.

2. Indemnity: For purposes of this Agreement, the Land Company 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 Land Company, its affiliates, subsidiaries, employees, agents and subconsultants and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Land Company's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Land Company is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Land Company, 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 Land Company, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Affirmative Action/Other Laws

1. During the performance of this Agreement, the Land Company agrees that:

a. the Land Company 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 Land Company shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

c. if the Land Company fails to comply with the manner in which the the Land Company reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect 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 Land Company 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 Land Company 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 Land Company 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 consultant:

- 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 Land Company further agrees that the Land Company 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.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 9

Topic: Basehor Town Center – Request for approval to revise the Preliminary Development Plan for Basehor Town Center with an approximate location between 155th Street and 147th Street (2400-2600 Block) submitted by Duane L. Becker Trust.

Action Requested: Approve Ordinance 659, approving the revision of Basehor Town Center Preliminary Development Plan, with four (4) stipulations.

Narrative: Basehor Town Center preliminary development Plan (PDP) and rezoning was approved in September 2007. The approved PDP included low-density single family residential (detached), single family (attached) townhomes, senior housing, commercial/mixed-use and public land for such uses as City Hall, Police Station, Community Center and recreational uses. To date only one phase has been developed – Basehor Intermediate School.

The applicant is requesting to revise Area 7 of the original PDP. Per the original PDP, Area 7 included 46-unit senior (attached) housing. The applicant is requesting to revise Area 7 to a 48-unit senior multi-family building. A change in zoning is not required due to the proposed use staying the same.

After conducting the public hearing, the Planning Commission made a motion for recommendation of approval to the Governing Body with four (4) stipulations.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Ordinance 659, approving the revision of Basehor Town Center Preliminary Development Plan, with four (4) stipulations stated within the Ordinance.

Attachments:
Ordinance 659
Staff Report

Projector needed for this item? No

(Published in the Basehor Sentinel _____)

ORDINANCE NO. 659

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR LEGACY SENIOR RESIDENCES, GENERALLY LOCATED AT THE 155TH STREET AND ELM STREET, BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the applicant submitted a request for approval of a preliminary development plan for Area 7 of the existing Basehor Town Center Preliminary Development Plan to allow a senior multi-family development; and

WHEREAS, in accordance with Article 7, Section 5 of the Basehor Zoning Ordinance, the Planning Commission reviewed the application on October 6, 2015 and held a public hearing; and

WHEREAS, the Planning Commission recommended approval with the following stipulations:

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit.
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on October 19, 2015.

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

Section 1: That the Governing Body hereby approves the preliminary development plan subject to the stipulations stated below:

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit.
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

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

PASSED by the City Council this 19th day of October, 2015.

APPROVED by the Mayor this 19th day of October, 2015.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

BASEHOR TOWN CENTER – REQUEST FOR APPROVAL TO REVISE THE PRELIMINARY DEVELOPMENT PLAN FOR BASEHOR TOWN CENTER WITH AN APPROXIMATE LOCATION BETWEEN 155TH STREET AND 147TH STREET (2400-2600 BLOCK).

MEETING DATE: **October 19, 2015**
REPORT WRITTEN: **October 7, 2015**

STAFF RECOMMENDATION:
Consider Planning Commission recommendation to approve the revision of the Basehor Town Center Preliminary Development Plan, with the stipulations stated in the staff report.

APPLICANT:
- The applicant is the Duane L. Becker Trust.
- The engineer is Oppermann LandDesign and Phelps Engineering, Inc.
- The developer is Cornerstone Associates, LLC.

REQUEST:
- The applicant is requesting approval to revise Area 7 (4.77 acres including 154th Ter. right-of-way) of the existing Basehor Town Center Preliminary Development Plan for the purposes of a senior multi-family building. The applicant is not requesting a zoning change due the property within the revision being "P-R" Planned Residential District.

ZONING:
- The existing preliminary development plan is currently zoned "P-R" Planned Residential District and "MU-1" Mixed Use Neighborhood District. The current zoning of the requested preliminary development plan revision (Area 7) is "P-R" Planned Residential District.

COMPREHENSIVE PLAN/FUTURE LAND USE MAP:
- The Comprehensive Plan designates the existing preliminary development plan as "P-R" Planned Residential District and "R-1" Single Family Residential District. The zoning of the requested preliminary development plan revision (Area 7) is "R-1" Single Family Residential District.

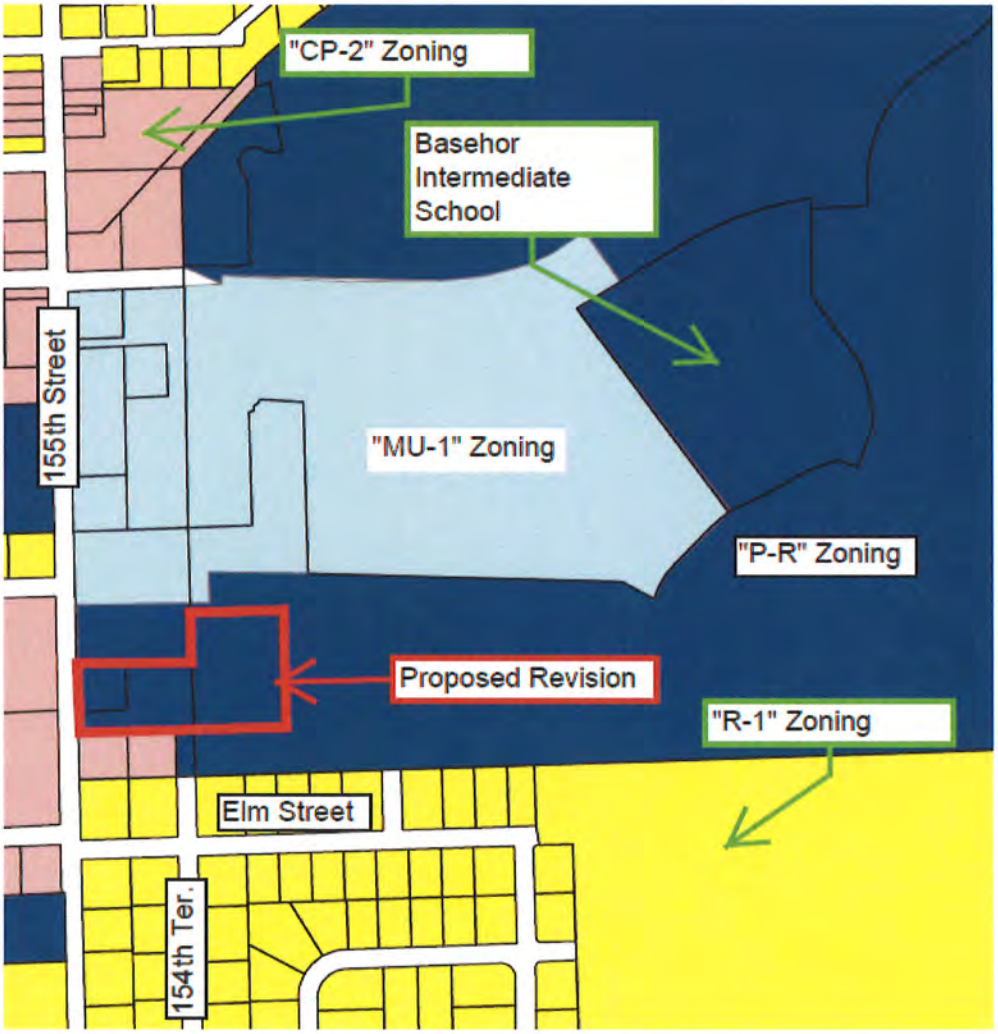
SURROUNDING ZONING PER THE REVISION REQUEST:
- North "MU-1" Mixed Use Neighborhood District.
- South "P-R" Planned Residential District and "CP-1" Neighborhood Business District.
- East "P-R" Planned Residential District.
- West "CP-1" Neighborhood Business District.

BACKGROUND:
Basehor Town Center Preliminary Development Plan (PDP) and rezoning was approved in September 2007. The approved PDP included low-density single family residential (detached), single family (attached) townhomes, senior housing, commercial/mixed-use and public land for

such uses as City Hall, Police Station, Community Center and recreational uses. To date only one phase been developed – Basehor Intermediate School.

Area 7 of the original PDP was to be developed into 46-unit senior (attached) housing. Cornerstone Associates, LLC is requesting to develop Area 7 of the original PDP, which would include a 48-unit senior multi-family building. A change in zoning is not required due to the proposed use staying the same.

The current zoning configuration:



PRELIMINARY DEVELOPMENT PLAN:

- Article 7, Section 5 of the Basehor Zoning Ordinance states that: *the purpose of the Planned Residential District is intended to provide for elements of flexibility in design, placement, arrangement, bulk, and other consideration; to provide a framework within which the buildings and uses in the planned district may be interrelated and compatible with the residential character of these developments areas and adjacent developments; and to maintain the desired overall intensity, efficiency in the provision of public facilities and*

services, and to provide protection for existing development while allowing new construction in accordance with current development and performance standards and density objectives.

- The following is provided within the proposed revised preliminary development plan:
  - A single 48-unit senior multi-family building – 3 stories.
  - Main access for the building will be from 155th Street.
  - 154th Terrace will be extended to the north to provide a secondary access for emergency purposes.
  - 5' sidewalk from the building to 155th Street.
  - 24 enclosed parking spaces.
  - FEMA Shelter.

Density:

- The existing preliminary development plan – Area 7 has a density of 10.06 units per acre (46 total units).
- The proposed revision – Area 7 has a density of 10.59 units per acre (48 total units).
- A comparable density is "R-3" Multi-Family Residential District with a density maximum of 12 units per acre.

Bulk Regulations:

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

Criteria	**Required**	**Provided**
Front Yard Setback	35'	35'
Side Yard Setback	12'	10'*
Rear Yard Setback	30'	10'**
Minimum District Size	2 Acres	4.77 Acres
Minimum Open Space %	25%	61%
Height Limit Multi-Family	50'	39'

*A modification is requested as part of the revised development plan application to reduce side yard setback from 12' to 10'.
**A modification is requested as part of the revised development plan application to reduce the rear yard setback from 30' to 10'.

The yard regulations are proposed to be modified in accordance with Article 7, Section 5 (c) of the Basehor Zoning Ordinance. The applicant provided sight triangle layouts in coordination of the reduced setbacks to illustrate the impacts on future roadways. The reduced setbacks will not have any negative impacts to future development.

Traffic:

- Access to the development will be from 155th Street and 154th Terrace. AM and PM Peak hours have the majority impacts to an existing roadway system within a 24-hour period. Per the Institute of Transportation Engineers (ITE) for a 48-unit senior adult housing (attached), the average daily traffic (24-hour period) is 167 trips. The PM Peak hour has a larger trip generation than the AM Peak hour. The trips for the PM Peak hour for the proposed development is 8 trips (5 in and 3 out). The majority traffic movements for the development are during non-peak hours. A traffic impact study was not required due to the minimal impacts to AM and PM Peak hours.

Parking:

- Per Article 23, Section 4 of the Basehor Zoning Ordinance, 48-unit multi-family building shall provide 79 parking spaces. The proposed revised preliminary development plan provides 84 parking spaces.

Signage:

- The applicant is proposing one monument sign for the site located near 155th Street. Sign approval will be according to the Sign Regulations (Article 8, Section 9 of the Basehor Zoning Ordinance). A sign application will need to be submitted and approved before the construction of the sign.

Landscaping:

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

Criteria	**Required**	**Provided**
Base Trees (16 trees per acre of usable open space)	42	58
Street Trees (1 every 50')	23	23

Usable Open Space:

- 25% of the site shall be maintained as usable open space per Article 7, Section 5 (c) of the Basehor Zoning Ordinance. The revised area 7 includes 4.53 acres (not including 154th Ter. right-of-way) and reports 2.65 acres or 61% of usable open space is provided. This is an increase of usable opens space from the original Area 7 that provided 37% of usable open space.

Drainage:

- The proposed revision to the preliminary development plan provides a detention basin. The proposed runoff from the site will be detained back to a discharge rate equal to or less than the pre-existing runoff in the 1-year, 10-year, and 100-year storm event. The location of the detention basin is near 155th Street.

Elevations:

- Final elevations have been provided and will be approved with the final development plan application.
- The submitted multi-family building elevations meet the Architectural Design Standards (Article 8, Section 8 of the Basehor Zoning Ordinance).

Lighting:

- Location, number, and direction of illumination and intensity of all exterior lighting fixtures have been provided within final development plan application.
- Illumination is near zero along the property lines.

Park Fees:

- The developer will be required to pay $200 per residential unit for park fees, as required by the City's Subdivision Regulations. The total park fees associated with the development will be approximately $9,600 and shall be paid prior to the issuance of a building permit.

Transportation Excise Tax:

The developer will be required to pay a transportation excise tax of $18,700.29, as required by the City's Transportation Excise Tax ordinance. The transportation excise tax shall be paid prior to the issuance of a building permit.

STAFF RECOMMENDATION:

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

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit.
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission considered this application at a public hearing on October 6, 2015. After conducting the public hearing, the Planning Commission made a motion for recommendation of approval to the Governing Body with the following stipulations:

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit.
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

The motion with four (4) stipulations was seconded. The Planning Commission then held discussion on the motion and approved the motion (5-0).

PRELIMIINARY DEVELOPMENT PLANS
BASEHOR TOWN CENTER
A SUBDIVISION OF LAND IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

LEGAL DESCRIPTION

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22;

THENCE SOUTH 01 DEGREE 21 MINUTES 05 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1325.81 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22;

THENCE SOUTH 88 DEGREES 07 MINUTES 06 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1325.47 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22;

THENCE NORTH 01 DEGREE 24 MINUTES 03 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 556.74 FEET;

THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST, PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF HEATH'S SUBDIVISION AND HEATH'S SUBDIVISION NO. 3, BOTH SUBDIVISIONS OF LANDS IN THE CITY OF BASEHOR, A DISTANCE OF 1630.25 FEET, TO THE NORTHWEST CORNER OF SAID HEATH'S SUBDIVISION. POINT ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 155TH STREET AS SAID RIGHT-OF-WAY NOW EXISTS;

THENCE NORTH 01 DEGREE 06 MINUTES 41 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1320.20 FEET;

THENCE NORTH 87 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 361.44 FEET;

THENCE NORTH 81 DEGREES 24 MINUTES 41 SECONDS WEST, A DISTANCE OF [illegible] FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ABANDONED KANSAS CITY NORTHERN RAILWAY;

THENCE SOUTH 66 DEGREES 36 MINUTES 12 SECONDS WEST, A DISTANCE OF 1165.2 FEET TO THE CENTER LINE OF SAID ABANDONED RAILWAY;

THENCE NORTH 42 DEGREES 34 MINUTES, 14 SECONDS EAST, ALONG THE CENTERLINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 2152.7 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, CONTINUED ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, WHICH CURVE HAS A RADIUS OF 1011.41 FEET, A CHORD BEARING OF NORTH 45 DEGREES 15 MINUTES 17 SECONDS EAST, AN ARC DISTANCE OF 1[illegible] FEET AND A CHORD DISTANCE OF 1[illegible] FEET;

THENCE NORTH 47 DEGREES 57 MINUTES 16 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 1426.26 FEET;

THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1[illegible] FEET;

THENCE NORTH 87 DEGREES 57 MINUTES 32 SECONDS EAST, A DISTANCE OF 3[illegible] FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 3[illegible] FEET;

THENCE SOUTH 87 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 1[illegible] FEET;

THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 2[illegible] FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22;

THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF [illegible] FEET TO THE POINT OF BEGINNING. CONTAINS 12,[illegible] SQUARE FEET OR 285.94 ACRES.

Area 1 Summary

Total Area:	[illegible] Acres
Proposed Use:	Medium Density, Attached Homes
Proposed Units:	152
Density:	7.1 Units/Ac

Area 2 Summary

Total Area:	[illegible] Acres
Proposed Use:	Municipal Office Across
Proposed Buildings w/ Area:	2 Story Office Building - [illegible] S.F. City Gym - 5,500 S.F. Community Center - 28,000 S.F. Police Station - 14,000 S.F.

Area 3 Summary

Total Area:	[illegible] Acres
Proposed Use:	Landscaped Boulevard (Benefit District)

Area 4 Summary

Total Area:	[illegible] Acres
Proposed Use:	Retail
Proposed Building Area:	[illegible] S.F.

Area 5 Summary

Total Area:	[illegible] Acres
Proposed Use:	Municipal / City Hall
Proposed Building Area:	40,000 S.F.

Area 6 Summary

Total Area:	[illegible] Acres
Proposed Use:	Commercial Retail
Gross Store Area:	70,000 S.F.
Retail / Commercial Area:	20,875 S.F.

Area 7 Summary

Total Area:	[illegible] Acres
Proposed Use:	Senior Living
Number of Units:	[illegible]
Density:	12.24 Units/Ac
Required Green Space 20%	[illegible] s.f.
Previous Green Space 27%	[illegible] s.f.
Current Proposed Green Space [illegible]	[illegible] s.f.

Area 8 Summary

Total Area:	[illegible] Acres
Proposed Use:	Detached Senior Living
Number of Units:	[illegible]
Density:	[illegible] Units/Ac

Area 9 Summary

Total Area:	[illegible] Acres
Proposed Use:	Maintenance, Sports Fields, Amphitheater

Area 10 Summary

Total Area:	[illegible] Acres
Proposed Use:	Future Elementary School

PARKING REQUIREMENTS

Required Number of Parking Spaces	N/A
Total Number of Parking Spaces (Area 2, 3 & 4)	343
Total Number of Parking Spaces (Area 5 & 6)	257
Total Number of Parking Spaces (Area 7)	84
Total Number of Parking Spaces (Area 9)	32
Total Number of Parking Spaces (Area 10)	115

The boundaries of this preliminary plat are based on a survey performed by:
Roger B. Dill, Kansas L.S. No. 1408
Story-Atlas Surveyors
7725 Washington Avenue, Suite G
Kansas City, Kansas 66112
913.334.1813

LEGEND

- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Existing Sanitary Sewer
- Proposed Bike/Hike Trail
- Proposed Sidewalk
- Proposed Retaining Wall

Single Family Residential Summary

Lyon "A" Homes

Phase 1 Total Area:	[illegible] Ac
Phase 1 Total # of Lots:	[illegible]
Phase 1 Density:	[illegible]
Phase 2 Total Area:	[illegible] Ac
Phase 2 Total # of Lots:	[illegible]
Phase 2 Density:	[illegible]

Lyon "B" Homes

Phase 1 Total Area:	[illegible] Ac
Phase 1 Total # of Lots:	[illegible]
Phase 1 Density:	[illegible]
Phase 2 Total Area:	[illegible] Ac
Phase 2 Total # of Lots:	[illegible]
Phase 2 Density:	[illegible]

Lyon "C" Homes

Phase 1 Total Area:	[illegible] Acres
Phase 1 Total # of Lots:	[illegible]
Phase 1 Density:	[illegible]
Phase 2 Total Area:	[illegible] Acres
Phase 2 Total # of Lots:	[illegible]
Phase 2 Density:	[illegible]

Project Summary

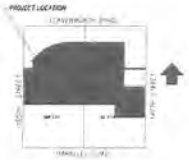
Total Area:	285.94 Acres
Existing Zoning:	AG
Proposed Zoning:	PD
Boulevard Benefit District:	[illegible] Acres

Prepared For:

CORNERSTONE ASSOCIATES L.L.C.
C/O BOBBI JO LUCAS
209 SOUTH 19TH STREET
SUITE 100
OMAHA NEBRASKA 68102
(402) 341-0888 PHONE
(402)341-2655 (FAX)
BLUCAS@CSTONELLC.NET

DUANE L. BECKER TRUST
C/O DUANE L. BECKER
PO BOX 87
LEAVENWORTH KANSAS 66048

PROJECT LOCATION



LOCATION MAP

CITY OF BASEHOR

APPROVED BY: _____

DATE: _____

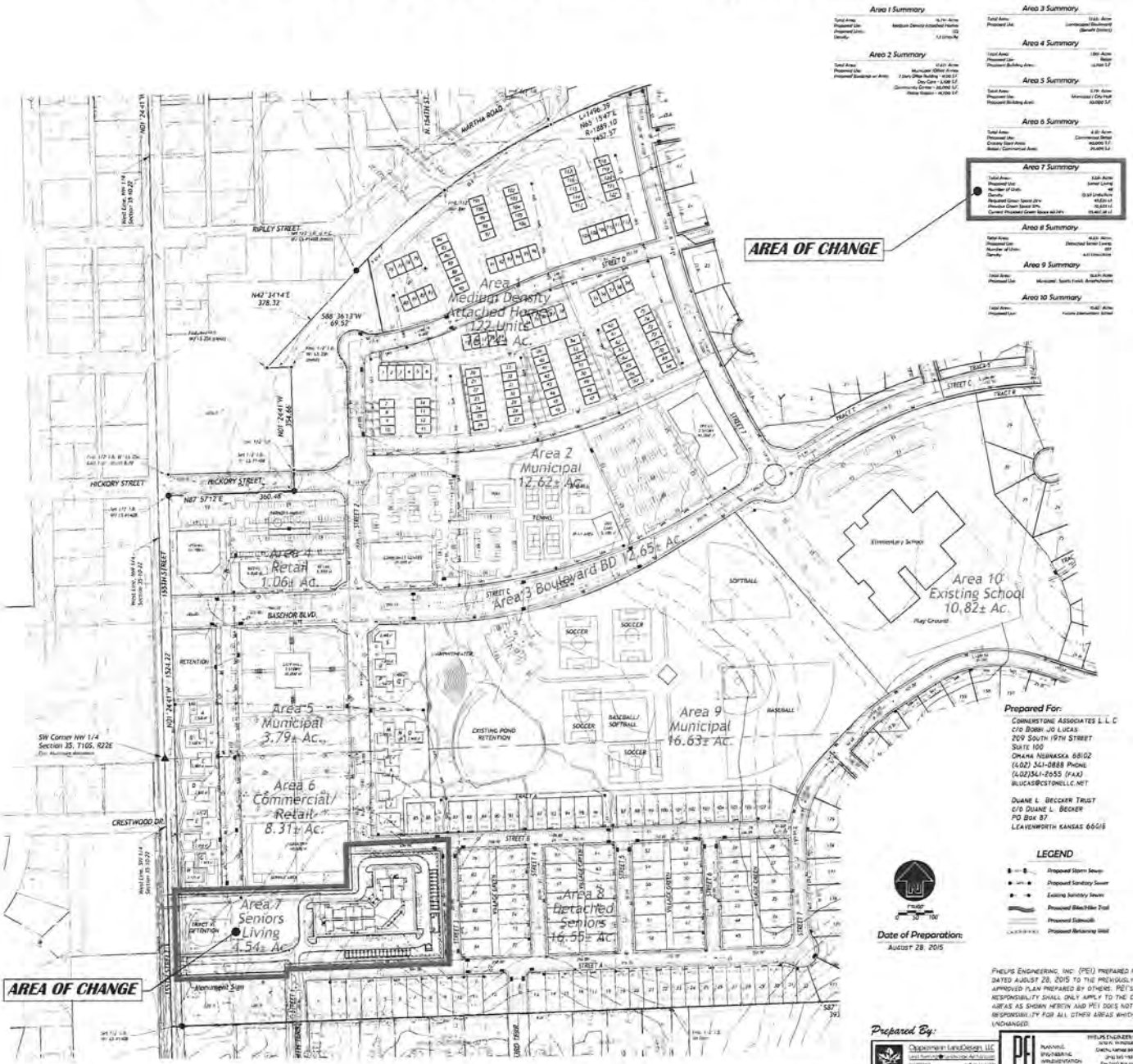
APPROVED FOR ONE YEAR FROM THIS DATE

Date of Preparation:
AUGUST 28, 2015

Prepared By:

Occamism LandDesign, LLC

PRELIMIINARY DEVELOPMENT PLANS
BASEHOR TOWN CENTER
A SUBDIVISION OF LAND IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS



Basehor Town Center

Basehor, Kansas

SINGLE FAMILY RESIDENTIAL SUMMARY

TYPE OF HOME	PHASE	AREA (Acres)	# OF LOTS	DENSITY	MIN. GROUNDFLOOR CLASSIFICATION	FRONT YARD SETBACK	SIDE YARD SETBACK	REAR YARD SETBACK
A	1	12.07	30	2.49	D	25'	10'	30'
A	2	27.16	71	2.61	D	[illegible]	10'	30'
B	1	58.82	179	[illegible]	E	25'	8'	30'
B	2	15.09	46	[illegible]	E	[illegible]	8'	30'
C	1	40.33	121	[illegible]	F	25'	7'	30'
C	2	20.00	78	[illegible]	F	25'	7'	30'

PROJECT SUMMARY

GROSS AREA = 282.90 Ac

AREA DESIGNATION	DESCRIPTION	AREA (Acres)	% OF TOTAL AREA
1	Med. Density Attached Homes	16.74	5.92%
2	Municipal / Office Annex	12.62	4.46%
3	Landscaped Boulevard	12.65	4.47%
4	Retail	1.06	0.37%
5	Municipal / City Hall	3.79	1.34%
6	Commercial / Retail	8.31	2.94%
7	Senior Living	4.53	1.60%
8	Detached Senior Living	[illegible]	5.85%
9	Municipal / Sports Field / Amphitheater	[illegible]	5.88%
10	Elementary School	10.82	3.82%
Type A	Single Family Residential	39.23	13.87%
Type B	Single Family Residential	[illegible]	26.42%
Type C	Single Family Residential	65.23	23.06%
	TOTALS	282.90	100%

Prepared For:

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SUITE 100
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(402) 341-0888 PHONE
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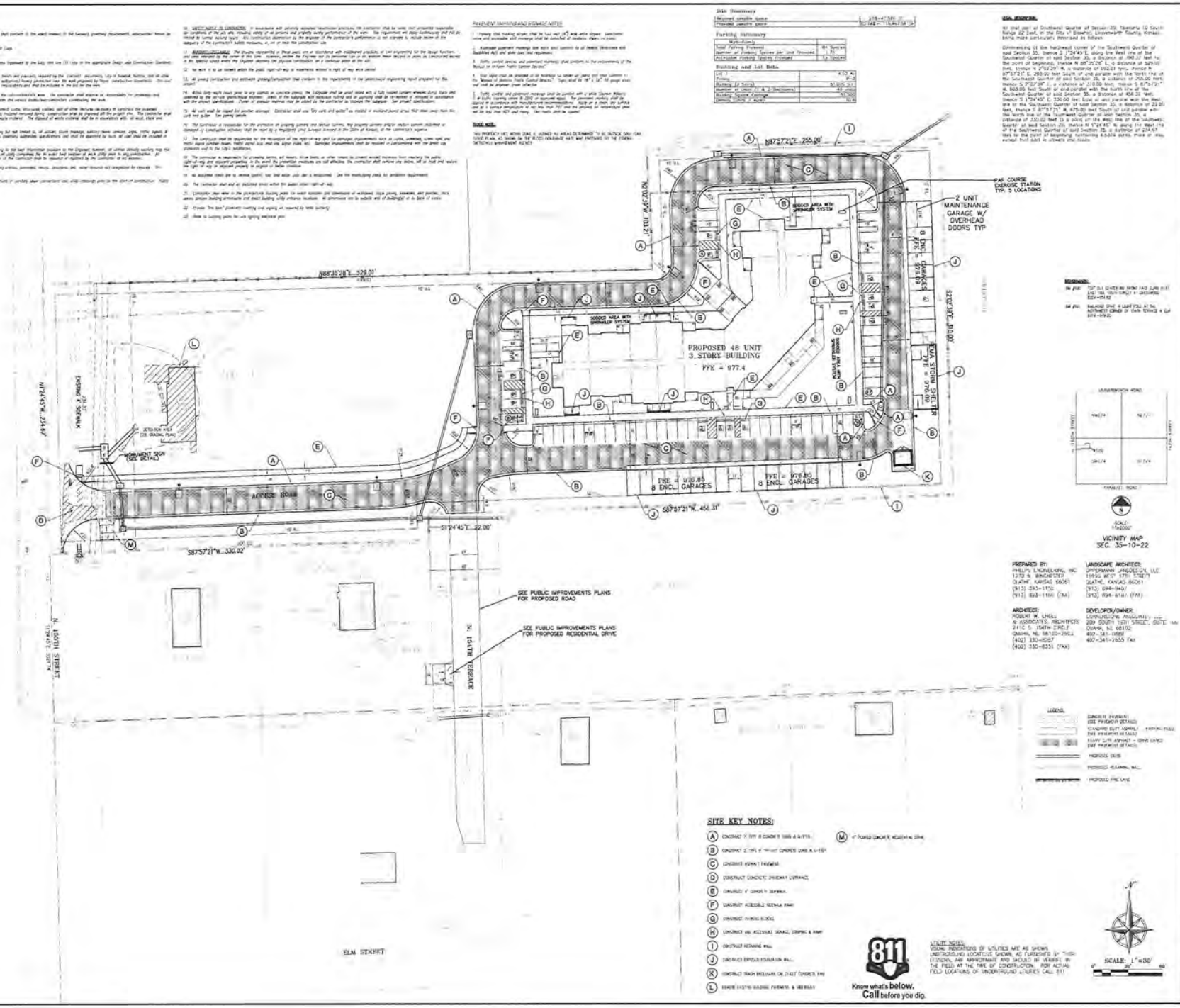
DUANE L. BECKER TRUST
c/o DUANE L. BECKER
PO BOX 87
LEAVENWORTH KANSAS 66048

Prepared By:

Oppermann LandDesign LLC



PREPARED BY:
PHILLIPS ENGINEERING, INC
1270 N. WINCHESTER
OLATHE, KANSAS 66061
(913) 393-1155
(913) 393-1156 (FAX)

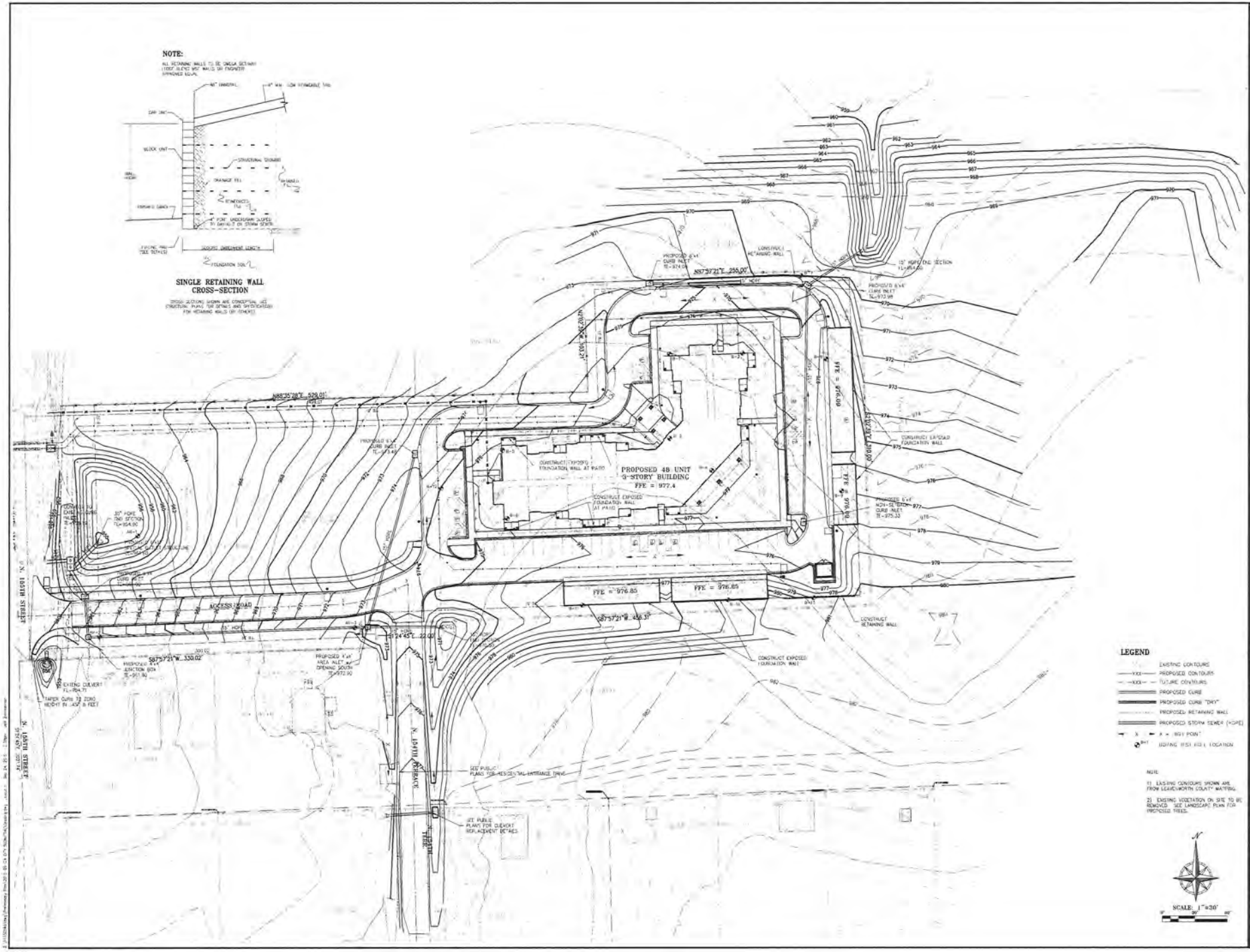
LANDSCAPE ARCHITECT:
OPPENMANN ARNDDECOY, LLC
19950 W.157 STH STREET
OLATHE, KANSAS 66061
(913) 694-9400
(913) 694-6160 (FAX)

ARCHITECT:
POSLUSNY & LINGLE
& ASSOCIATES, ARCHITECTS
2112 S. 154TH CIRCLE
OMAHA, NE 68130-2563
(402) 330-6087
(402) 330-6531 (FAX)

DEVELOPER/OWNER:
LEGACY SENIOR RESIDENCES, LLC
209 SOUTH 16TH STREET, SUITE 100
OMAHA, NE 68102
402-341-0888
402-341-2655 FAX

SITE PLAN
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

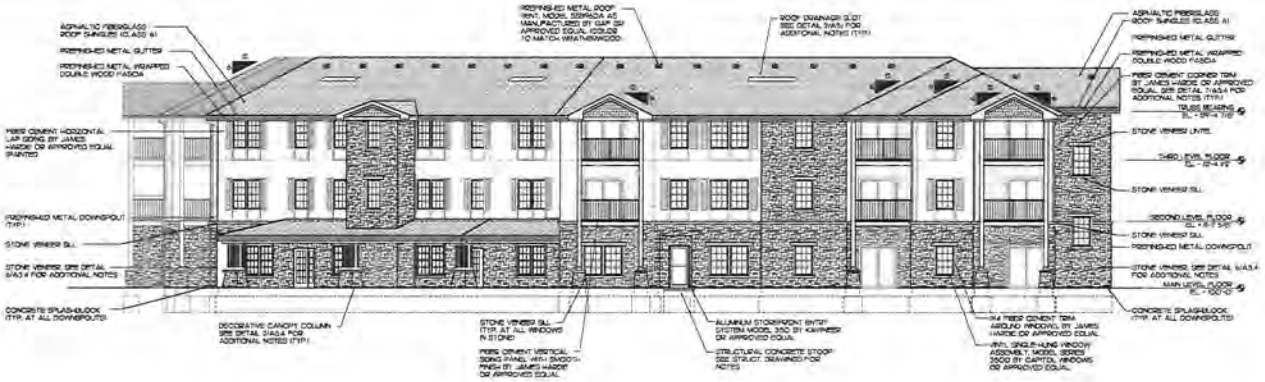
SHEET
C1
OF 8



OVERALL GRADING PLAN

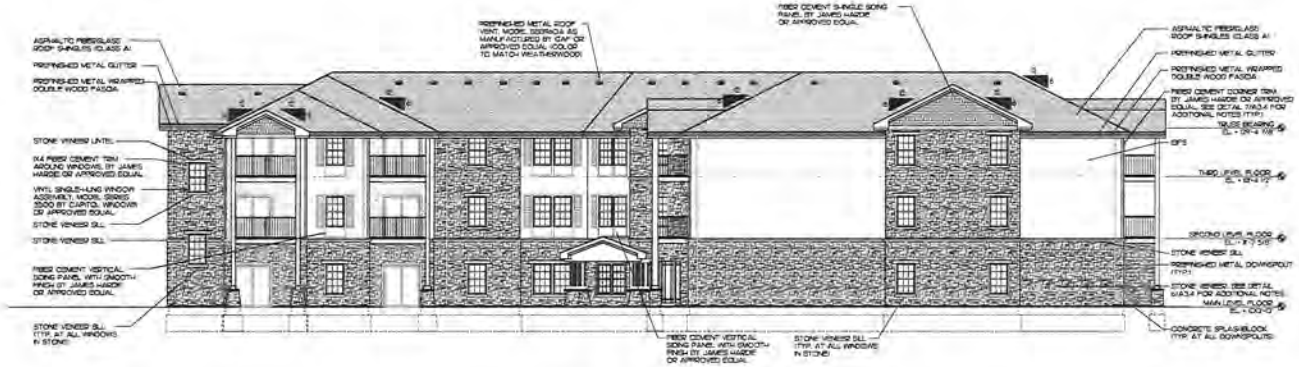
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

SHEET
C2
OF 8



EAST BUILDING ELEVATION

SCALE: 1/8"=1'-0"



WEST BUILDING ELEVATION

SCALE: 1/8"=1'-0"

MATERIAL COLOR LEGEND

MATERIAL	MANUFACTURER	COLOR
ROOF SHINGLES	GAF	WEATHERED WOOD
FASCIA TRIM	-	PREFINISHED METAL WHITE
GUTTERS	-	PREFINISHED METAL WHITE
DOWNSPOUTS	-	PREFINISHED METAL WHITE
EIFS	-	TO BE DETERMINED
SINGLE SIDING	JAMES HARDIE FIBER CEMENT	SAIL CLOTH
SMOOTH SIDING	JAMES HARDIE FIBER CEMENT	WHITE
STONE VENEER	ELDORADO STONE	ALDERWOOD
STONE SILLS	ELDORADO STONE	ALDERWOOD
DECORATIVE WINDOW TRIM	JAMES HARDIE FIBER CEMENT	WHITE
DECORATIVE MOULDING	MIRATEC PRODUCTS	WHITE
COORNER TRIM	JAMES HARDIE FIBER CEMENT - 1" x 6"	WHITE
COLUMN CAPS	WATKING	PUTTY
ENTRY DOOR AND FRAMES	KAWNEER ALUMINUM	POWDER COAT WHITE
ENTRY DOOR AND FRAMES	ELIN MOUNTAIN DOOR	SPECIES 1 (COLOR TO BE DETERMINED)
PATIO DOOR AND FRAMES	PELLA ARCHITECT SERIES ALUMINUM CLAD COMMERCIAL	WHITE
GARAGE DOORS	-	WHITE
WINDOWS	CAPITOL WINDOWS VINYL - 3500 SERIES	WHITE

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
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No.	Date	Description

Project Number: 0814
Issue Date: 2012
Drawn by: PR
Checked by: RWE
Sheet Name: EXTERIOR BUILDING ELEVATIONS

A2.1

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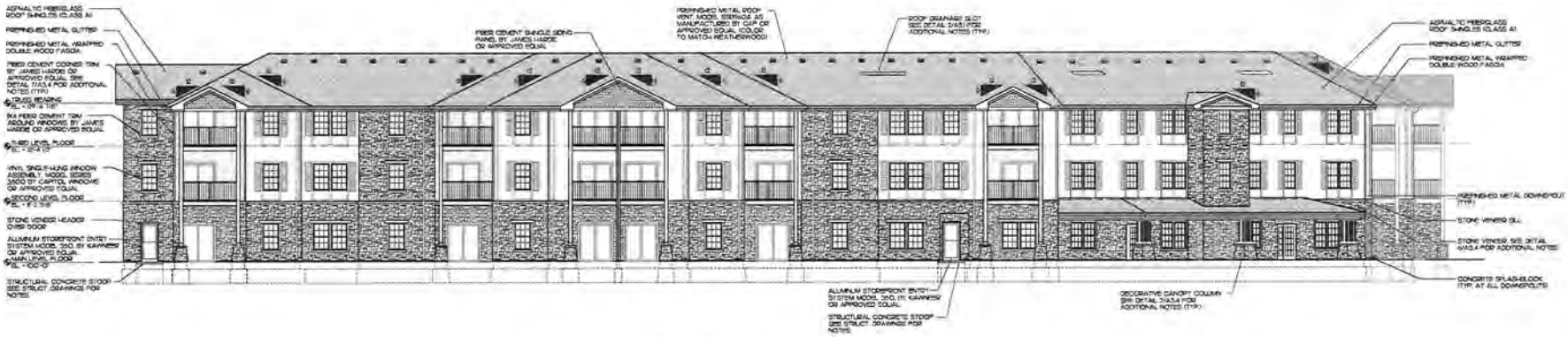

SOUTH BUILDING ELEVATION

SCALE: 1/8"=1'-0"

NORTH BUILDING ELEVATION

SCALE: 1/8"=1'-0"

MATERIAL COLOR LEGEND

MATERIAL	MANUFACTURER	COLOR
ROOF SHINGLES	GAF	WEATHERED WOOD
FASCIA TRIM	-	PREFINISHED METAL WHITE
GUTTERS	-	PREFINISHED METAL WHITE
DOWNSPOUTS	-	PREFINISHED METAL WHITE
PIPES	-	TO BE DETERMINED
SINGLE SIDING	JAMES HARDIE FIBER CEMENT	SAIL CLOTH
SMOOTH SIDING	JAMES HARDIE FIBER CEMENT	WHITE
STONE VENEER	SUDDUCKO STONE	ALDERWOOD
STONE SILLS	SUDDUCKO STONE	ALDERWOOD
DECORATIVE WINDOW TRIM	JAMES HARDIE FIBER CEMENT	WHITE
DECORATIVE MOULDING	MASTIC PRODUCTS	WHITE
CORNER TRIM	JAMES HARDIE FIBER CEMENT - 1" x"	WHITE
COLUMN CAPS	MATCHING	PUTTY
ENTRY DOOR AND FRAMES	KAWNEER ALUMINUM	POWDER COAT WHITE
ENTRY DOOR AND FRAMES	SUN MOUNTAIN DOOR	TIPTOPS 1, COLOR TO BE DETERMINED
PATIO DOOR AND FRAMES	PELLA ARCHITECT SERIES ALUMINUM CLAD COMMERCIAL	WHITE
GARAGE DOORS	-	WHITE
WINDOWS	CAPITOL WINDOWS VINYL - 3500 SERIES	WHITE

LEGACY
SENIOR RESIDENCES

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email:RWE@Architects@RWEArchitects.com

Project Number: 0616
Date: 10-Dec-2013
Drawn by: FH
Checked by: RWE
Revisions:
Sheet Name: EXTERIOR BUILDING ELEVATIONS

A2.2

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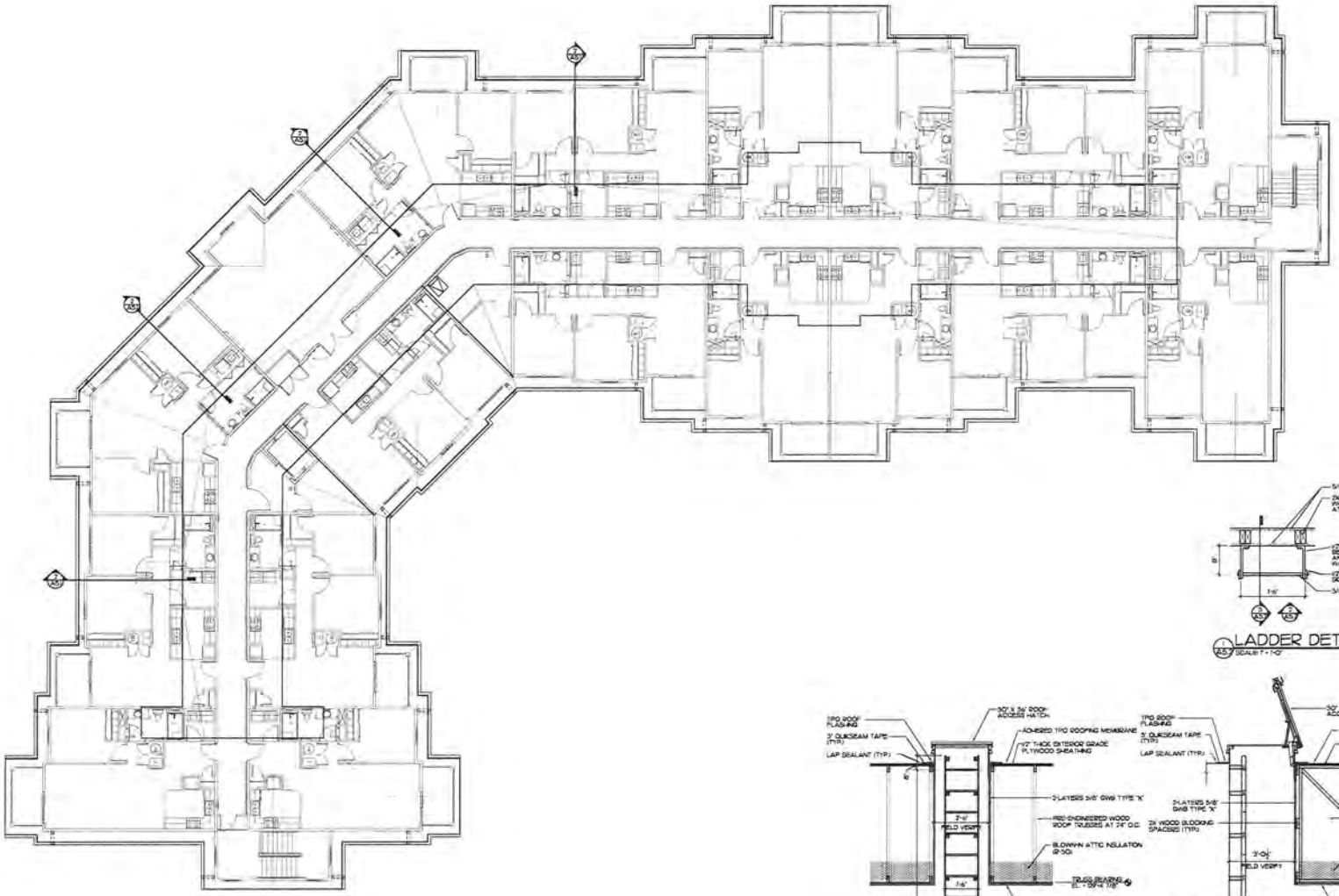
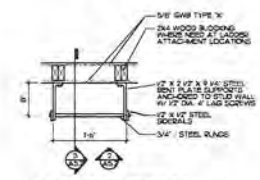


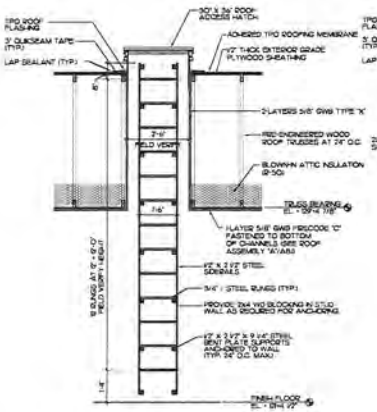
ROOF PLAN -UPPER LEVEL
SCALE: 1/8" = 1'-0"

NORTH

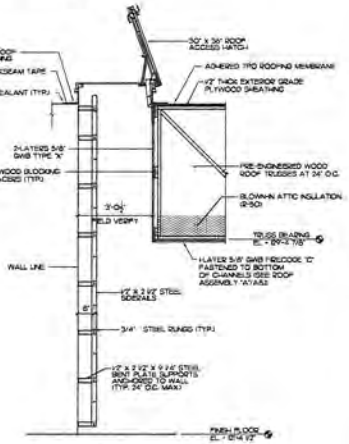
REFER TO SHEET A6.3 FOR LOCATION OF ATTIC DRAFTSTOPPING PER 2006 IBC, SECTION 707.4.2



1 LADDER DETAIL
A5.2 SCALE: 1" = 1'-0"



2 LADDER ELEVATION
A5.2 SCALE: 1/2" = 1'-0"



3 LADDER SECTION
A5.2 SCALE: 1/2" = 1'-0"

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

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Project Number: 0615
Drawn by: FH
Checked by: RWE
Sheet Name: ROOF PLAN - UPPER LEVEL AND DETAILS

A5.2

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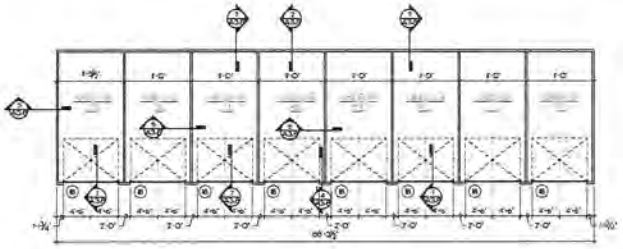
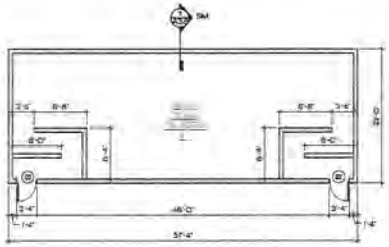


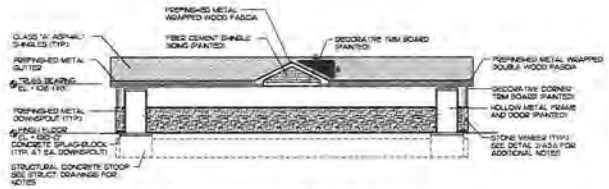
GARAGE FLOOR PLAN - WITH MAINTENANCE GARAGE

SCALE: 1/8" = 1'-0"



FRONT EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



FRONT EXTERIOR ELEVATION

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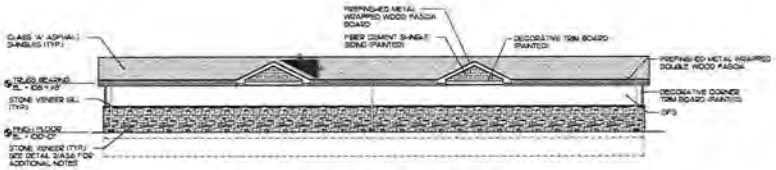
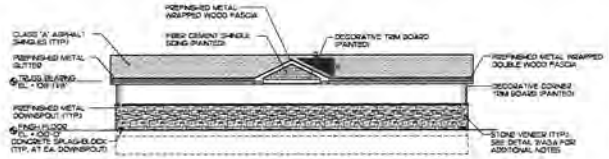


REAR EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



REAR EXTERIOR ELEVATION

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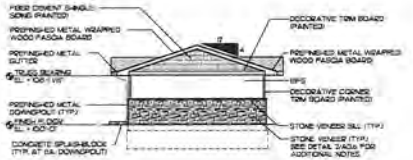
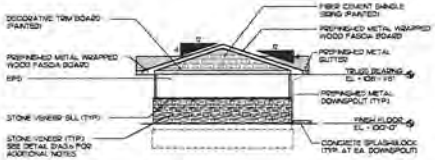


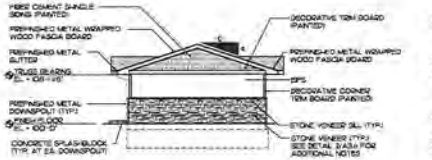
LEFT SIDE EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



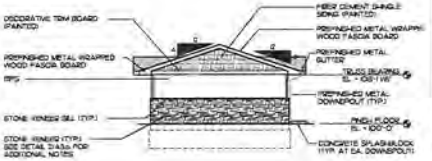
RIGHT SIDE EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



LEFT SIDE EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

ROBERT W. ENGEL AND
ASSOCIATES, ARCHITECTS
2110 South 169th Circle
Omaha, NE 68130-2503
(402) 330-8287 Fax: (402) 330-8331
email:RWEArchitects@RWEArchitects.com

Project Number:	08.15
Drawn by:	FH
Checked by:	RWE
Date:	
Title:	GARAGE AND STONE SHEETS FOR FRONT AND REAR ELEVATIONS

No.	Date	Revision

A1.7

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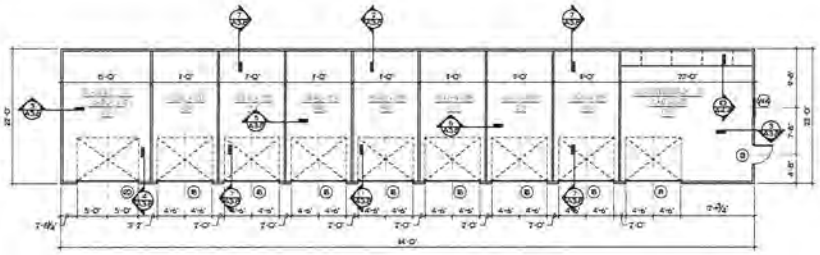
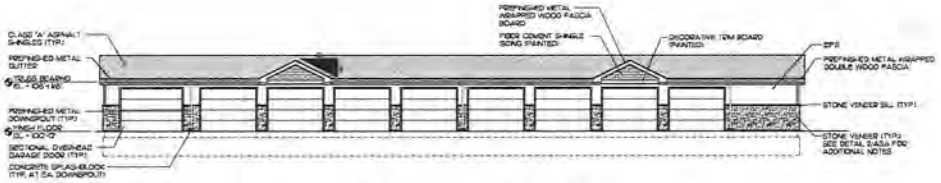
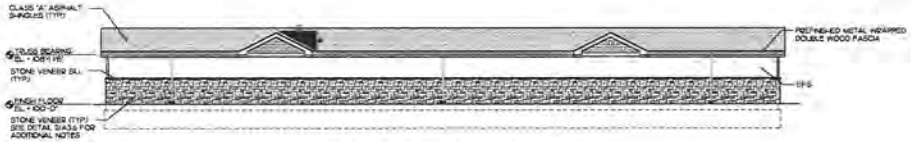


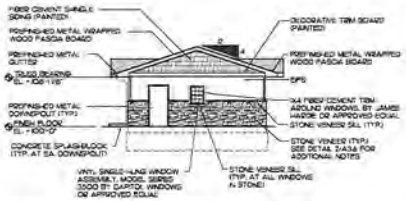
GARAGE FLOOR PLAN - WITH HANDICAP GARAGE
SCALE: 1/8" = 1'-0"



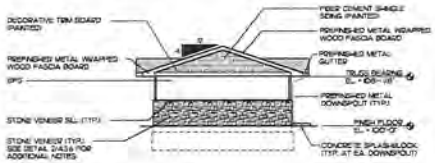
FRONT EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



REAR EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT SIDE EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT SIDE EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2110 South 156th Circle
Omaha, NE 68130-2503
(402) 330-8287 Fax: (402) 330-8331
email:RWEArchitects@RWEArchitects.com

Project Number: 3616
Drawn by: PH
Checked by: RWE
Sheet Name: GARAGE & FLOOR PLAN AND ELEVATIONS

A1.8

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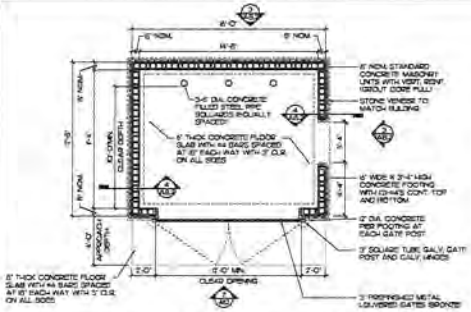
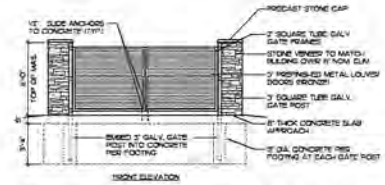
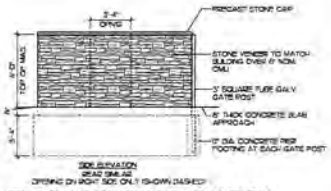


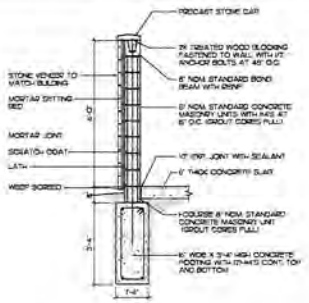
TRASH SCREEN PLAN
A8.2 SCALE: 1/4" = 1'-0"



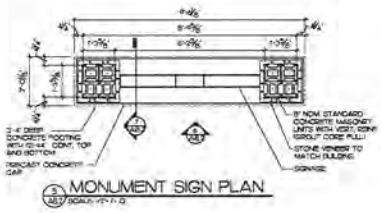
TRASH SCREEN FRONT ELEVATION
A8.2 SCALE: 1/4" = 1'-0"



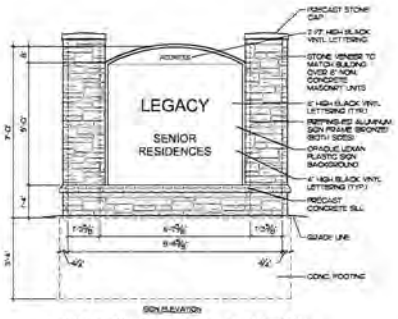
TRASH SCREEN ELEVATION
A8.2 SCALE: 1/4" = 1'-0"



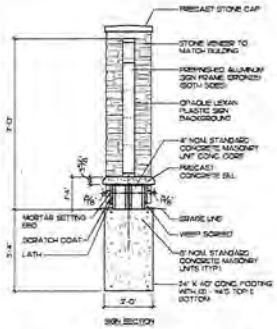
SECTION
A8.2 SCALE: 1/2" = 1'-0"



MONUMENT SIGN PLAN
A8.2 SCALE: 1/2" = 1'-0"



MONUMENT SIGN ELEVATION
A8.2 SCALE: 1/2" = 1'-0"



MONUMENT SIGN SECTION
A8.2 SCALE: 1/2" = 1'-0"

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2110 South 156th Circle
Omaha, NE 68130-2503
(402) 330-6287 Fax: (402) 330-4331
email:RWEArchitects@RWEArchitects.com

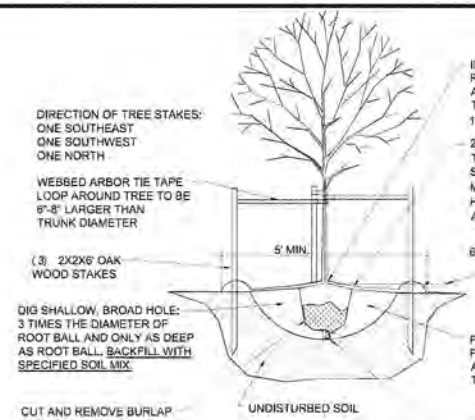
Project Manager: RWE
Drawn by: TH
Checked by: RWE
Sheet Name: MISCELLANEOUS DETAILS

A8.2

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL.	SIZE
	10	Acer miyabei "State Street" / Miyabei Maple	B & B	2"Cal	
	7	Acer rubrum 'Red Points' / Red Points Red Maple	B & B	2"Cal	
	4	Acer truncatum 'Warren Red' / Pacific Sunset Maple	B & B	2"Cal	
	5	Amelanchier canadensis 'Autumn Brilliance' / Autumn Brilliance Serviceberry Multi Stem	B & B		6' ht.
	11	Betula nigra 'Heritage' / Heritage River Birch Single Stem	B & B	2"Cal	
	11	Hydrangea macrophylla 'Seven Sons Flower' Multi Stem	5 gal.		
	8	Juniperus virginiana 'Hillspire' / Hillspire Juniper	B & B		6' ht.
	4	Koelreuteria paniculata / Golden Rain Tree	B & B	1.5"Cal	
	4	Nyssa sylvatica / Black Gum	B & B	2"Cal	
	5	Populus tremuloides / Quaking Aspen 3 Stem Clump w/ 1@1.5" cal.	B & B	1.5"Cal	
	11	Quercus shumardii / Shumard Red Oak	B & B	2"Cal	

See sheet L-2 for shrub species and quantities



TREE PLANTING DETAIL

NO SCALE

Landscape Requirements:

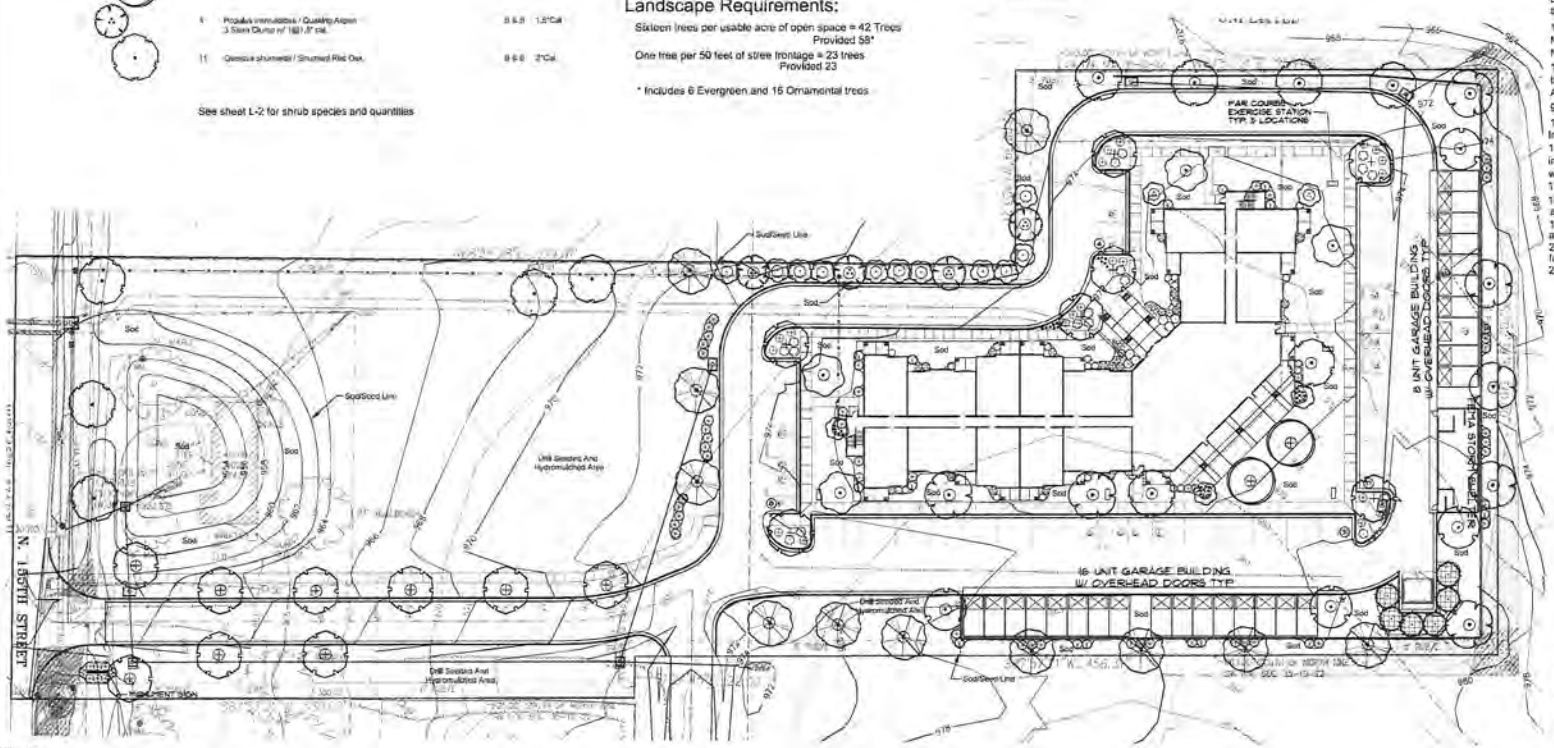
Sixteen trees per usable acre of open space = 42 Trees
Provided 58*

One tree per 50 feet of street frontage = 23 trees
Provided 23

* Includes 6 Evergreen and 16 Ornamental trees

General Landscape Notes:

1. Contractor shall verify the existence and location of all utilities before starting any work.
2. Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.
3. Contractor shall make no substitutions without the approval of the Landscape Architect.
4. Contractor shall stake layout plan in the field and shall have the layout approved by the Landscape Architect before proceeding with the installation.
5. All shrub beds within lawn areas shall receive a trenched edge.
6. Typical shrub beds shall be mulched with 3" of Dyed Brown Shredded hardwood mulch over a felt type soil separator fabric.
7. All shrub beds shall be treated with the pre-emergent herbicide Pre M 60 DG (granular) or an approved equal in accordance with the manufacturer's instructions.
8. All disturbed areas shall be fertilized and sodded or seeded with a Turf-Type Tall Fescue grass seed blend including public ROW as noted on plan. See note #21 for seeded areas.
9. Fertilizer for lawns, trees and container stock areas shall be per written specifications applied at rates per manufacturer's recommendations and soil test results.
10. Contractor shall warranty all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner.
11. Any plant material which dies during the one year warranty period shall be replaced by the contractor during normal planting seasons.
12. Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner. After initial acceptance, maintenance shall be by the owner.
13. All plant names on the plant list conform to the Standardized Plant Names prepared by the American Joint Committee on Horticultural Nomenclature or to names generally accepted in the nursery trade.
14. All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurseryman, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.
15. Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than the specified sizes be accepted.
16. Plants shall not be pruned prior to delivery to the site or after installation except for those branches that have been damaged in some way.
17. Plants shall not have name tags removed prior to final inspection.
18. Contractor shall be responsible for weed control on the project during and after construction until the project is turned over to the owner.
19. All plantings shall receive a commercial transplant additive per specifications and per manufacturers recommended rates and instructions for application.
20. Set Aspen trees in mounded positions. See Landscape Architect for further discussion.
21. Seeded areas shall be drill seeded and hydromulched per written specifications.



Utility Note:

Utilities shown on plan are diagrammatic and some may be missing. Before planting any construction call approved locating service. In Kansas call 1-800-DIG-SAFE (344-7233). Do hand utility excavation.

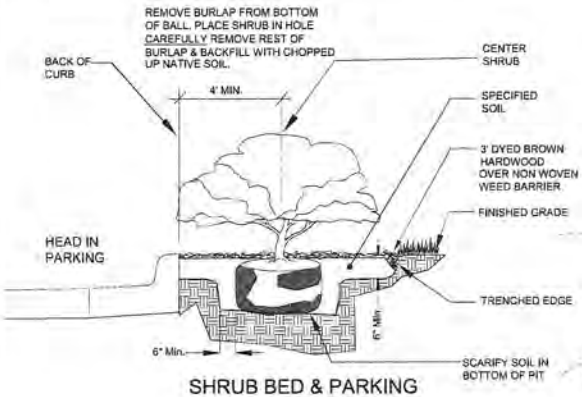
Landscape Plan

Legacy Senior Residences

Basehor, Kansas

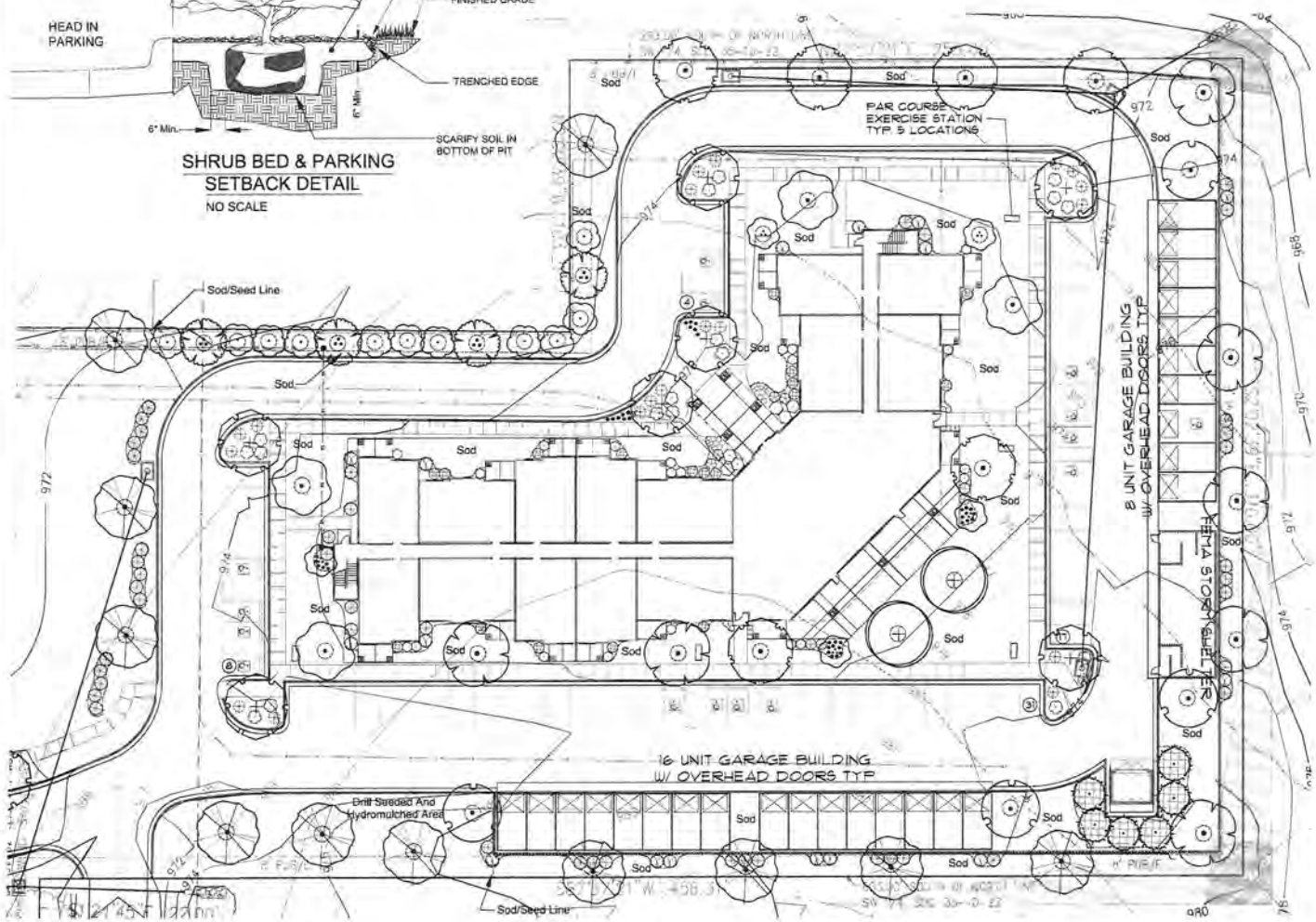
Oppermann LandDesign, LLC
Land Planning & Landscape Architecture
18990 West 177th Street
Olathe, Kansas 66061
913.894.9905

8 26 2015



SHRUB BED & PARKING SETBACK DETAIL

NO SCALE



MONUMENT PLANTING

SCALE 1"=20'

PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT
	18	Callicarpa dichotoma 'Early Amethyst' / Glossyberry 18"-24" hgt. & sp.	3 gal
	21	Hypericum kalcicum 'Sunburst' / Sunburst Hypericum 18"-24" hgt. & sp.	2 gal
	40	Juniperus chinensis 'Sea Green' / Sea Green Juniper 24"-30" hgt. & sp.	3 gal
	26	Juniperus virginiana 'Grey Owl' / Grey Owl Juniper 24" sp.	3 gal
	16	Physocarpus opulifolius 'Center Glow' / Center Glow Ninebark 24"-30" hgt. & sp.	3 gal
	17	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac 18"-24" hgt. & sp.	3 gal
	6	Rhus typhina 'Tiger Eyes' / Tiger Eyes Sumac 24"-30" hgt. & sp.	3 gal
	12	Spiraea japonica 'Anthony Waterer' / Anthony Waterer Spirea 15"-18" hgt. & sp.	1 gal
	4	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Spirea 18"-24" hgt.	3 gal
	4	Spiraea x bumalda 'Gold Flame' / Gold Flame Spirea 18"-24" hgt.	3 gal
ANNUAL/SUPERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	CONT
	36	Ceratostigma plumbaginoides 'Blue Plumbago' / Blue Plumbago	1 gal
GRASSES	QTY	BOTANICAL NAME / COMMON NAME	CONT
	34	Calamagrostis acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal

See sheet L-1 for tree species and quantities.

SCALE 1" = 20'

Landscape Plan

Legacy Senior Residences

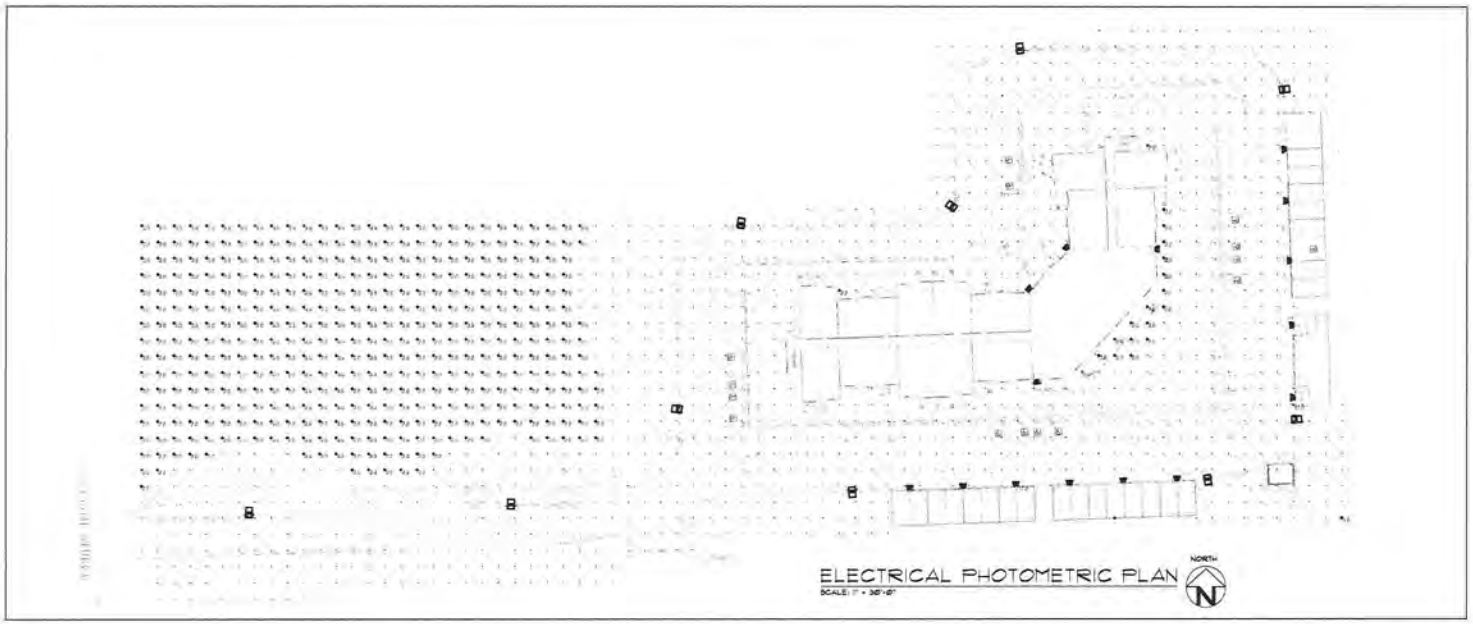
Basehor, Kansas

Oppermann LandDesign, LLC
Land Planning • Landscape Architecture
18992 West 117th Street
Olathe, Kansas 66061
opperman@landdesign.com
913.894.9107

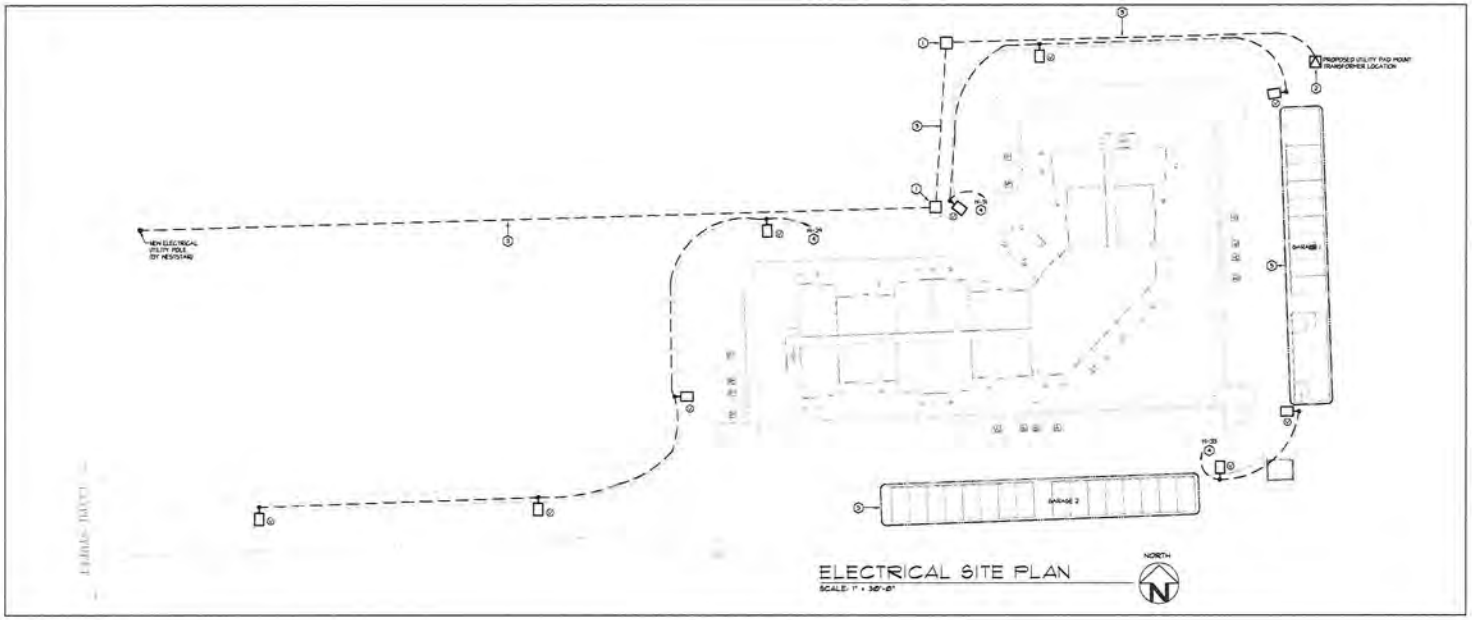
Utility Note:

Utilities shown on plan are diagrammatic and some may be missing. Before starting any construction call appropriate locating service, in Kansas call 1-800-DIG-SAFE (344-7233) to have utilities located.

8 26 2015



ELECTRICAL PHOTOMETRIC PLAN
SCALE: 1" = 30'-0"



ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

GENERAL NOTES:

A. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND INDICATE THE GENERAL EXTENT OF THE WORK. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL PULL BOXES, JUNCTION BOXES AND INCIDENTAL MATERIALS AND LABOR FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM.
B. ELECTRICAL CONTRACTOR SHALL DERATE CONDUCTORS AS REQUIRED BY THE N.E.C. WHEN GROUPED IN COMMON RACEWAYS.
C. PROVIDE FIRESTOPPING ON CONDUITS PASSING THROUGH FIRE RATED WALLS AND FLOORS. COORDINATE LOCATION AND RATINGS OF WALLS WITH ARCHITECTURAL DRAWINGS.
D. COORDINATE THE EXACT ELECTRICAL EQUIPMENT LOCATIONS WITH CIVIL DRAWINGS AND NESTSTAR PRIOR TO INSTALLATION.
E. ALL PIPES RUN BELOW GRADE, IN CONCRETE THAT IS IN DIRECT CONTACT WITH THE EARTH, OR MASONRY THAT IS IN DIRECT CONTACT WITH THE EARTH SHALL BE PET LOCATION LISTED.
F. REFERENCE ELECTRICAL RISER FOR ADDITIONAL INFORMATION ABOUT ELECTRICAL SERVICE EQUIPMENT.
G. CONTRACTOR SHALL PROVIDE ALL CONCRETE PADS FOR TRANSFORMERS AND SWITCHGEAR PER NESTSTAR REQUIREMENTS. COORDINATE FINAL LOCATIONS WITH NESTSTAR PRIOR TO INSTALLATION.
H. TRANSFORMER LOCATIONS, SWITCHGEAR LOCATIONS, PULLBOXES, AND CABLE ROUTING SHOWN ARE APPROXIMATE. COORDINATE EXACT REQUIREMENTS, LOCATIONS AND ROUTING WITH CIVIL DRAWINGS, STRUCTURAL DRAWINGS AND NESTSTAR PRIOR TO INSTALLATION. ROUTING SHALL BE LOCATED IN GREENSPACE, IN FRONT OF BUILDINGS AND SHALL NOT RUN UNDER BUILDING.
I. COORDINATE ROUTING OF TELEPHONE AND CATV SERVICES WITH SERVING UTILITY COMPANIES.
J. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ROUTING AND PRIMARY CABLE TIE-IN LOCATION AND REQUIREMENTS WITH NESTSTAR PRIOR TO INSTALLATION.
K. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR TRENCHING AND BACKFILLING PER NESTSTAR REQUIREMENTS.

PLAN NOTES:

1. PRIMARY SWITCH BY NESTSTAR. PROVIDE CONCRETE PAD AND PIERS PER NESTSTAR STANDARDS. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH NESTSTAR PRIOR TO INSTALLATION.
2. PAD MOUNTED TRANSFORMER. PROVIDE PAD AND PIERS PER NESTSTAR STANDARDS. COORDINATE EXACT LOCATION WITH NESTSTAR PRIOR TO INSTALLATION. AS A MINIMUM MAINTAIN 48" MINIMUM AROUND TRANSFORMER AND AWAY FROM BUILDING STRUCTURES AND EQUIPMENT. MAINTAIN CODE REQUIRED WORKING CLEARANCE IN FRONT OF TRANSFORMER ACCORDING THE THE NEC. COORDINATE EXACT CLEARANCE REQUIREMENTS WITH NESTSTAR PRIOR TO INSTALLATION.
3. PROVIDE 4" SCHEDULE 40 PVC MINIMUM 48" BELOW GRADE WITH MINIMUM 36" RADIUS BENDS PER NESTSTAR STANDARDS. COORDINATE REQUIREMENTS WITH NESTSTAR PRIOR TO INSTALLATION. TYPICAL ALL PRIMARY CONDUITS FEEDER ROUTING IS SHOWN APPROXIMATE. COORDINATE WITH CIVIL AND MECHANICAL DRAWINGS AND OTHER UTILITIES PRIOR TO INSTALLATION. REFER TO RISER DIAGRAMS FOR ELECTRICAL REQUIREMENTS.
4. CIRCUIT VIA LIGHTING CONTACTOR (J) LOCATED IN ELECTRICAL ROOM FIRST FLOOR.
5. REFER TO GARAGE ENLARGED PLANS SHEET E4.3 FOR LIGHTING FIXTURE LOCATIONS.

LEGACY SENIOR RESIDENCES

BASEHOR, KANSAS

ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2110 South 156th Circle
Omaha, NE 68130-2503
(402) 330-8287 Fax (402) 330-8331
email RWEArchitects@RWEArchitects.com

Greenfield
ENGINEERING SERVICES LLC

No.	Date	Revisions / Description

Project Number: 0515
Date of Plan: 2015
Drawn by: RWE
Checked by: RWE
Sheet Name: ELECTRICAL SITE PLAN

E1.1

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EXISTING DEVELOPMENT PLAN

PRELIMIINARY DEVELOPMENT PLANS
BASEHOR CITY CENTER
A SUBDIVISION OF LAND IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

SUGGESTED LEGAL DESCRIPTION:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22;

THENCE SOUTH 01 DEGREE 26 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1329.41 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22;

THENCE SOUTH 88 DEGREES 31 MINUTES 06 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1320.42 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22;

THENCE NORTH 03 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 1315.74 FEET;

THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST, PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF NICKELS SUBDIVISION AND NICKELS SUBDIVISION NO. 3, BOTH SUBDIVISIONS OF LAND IN THE CITY OF BASEHOR, A DISTANCE OF 2632.15 FEET, TO THE NORTHWEST CORNER OF SAID NICKELS SUBDIVISION, POINT ALSO BEING THE EAST RIGHT OF WAY LINE OF 155TH STREET AS SAID RIGHT OF WAY NOW EXISTS;

THENCE NORTH 21 DEGREE 24 MINUTES 41 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 1524.22 FEET;

THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 360.48 FEET;

THENCE NORTH 21 DEGREE 24 MINUTES 41 SECONDS WEST, A DISTANCE OF 154.88 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ABANDONED KANSAS CITY NORTHERN RAILWAY;

THENCE SOUTH 88 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 69.59 FEET, TO THE CENTER LINE OF SAID ABANDONED RAILWAY;

THENCE NORTH 42 DEGREES 34 MINUTES 14 SECONDS EAST, ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 378.07 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, BEING TANGENT TO LAST DESCRIBED COURSE HAVING A RADIUS OF 1466.12 FEET, A CHORD BEARING OF NORTH 20 DEGREES 15 MINUTES 41 SECONDS EAST, AN ARC DISTANCE OF 1496.39 FEET AND A CHORD DISTANCE OF 1431.52 FEET;

THENCE NORTH 87 DEGREES 57 MINUTES 18 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 3426.16 FEET;

THENCE SOUTH 21 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1153.44 FEET;

THENCE NORTH 87 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 993.48 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 01 DEGREE 25 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 87 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 103.40 FEET;

THENCE SOUTH 01 DEGREE 26 MINUTES 24 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 745.88 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22;

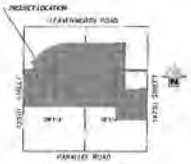
THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1033.40 FEET TO THE POINT OF BEGINNING. CONTAINS 12,452,840.02 SQUARE FEET OR 285.94 ACRES.

Area 1 Summary

Total Area	16.04 Acres
Proposed Use	Medium Density Attached Homes
Proposed Units	192
Density	12.0 Units/Ac

Area 2 Summary

Total Area	10.00 Acres
Proposed Use	Municipal Office Annex
Proposed Buildings or Areas	1 Story Office Building - 4,000 S.F. Day Care - 5,000 S.F. Community Center - 20,000 S.F. Police Station - 16,000 S.F.



LOCATION MAP

SECTION 35-T10S-R22E
Not To Scale

Area 3 Summary

Total Area	10.00 Acres
Proposed Use	Landscaped Boulevard (Benefit District)

Area 4 Summary

Total Area	1.90 Acres
Proposed Use	Retail
Proposed Building Area	12,000 S.F.

Area 5 Summary

Total Area	8.26 Acres
Proposed Use	Mixed-use City Hall
Proposed Building Area	50,000 S.F.

Area 6 Summary

Total Area	8.31 Acres
Proposed Use	Commercial Retail
Gross Zone Area	40,000 S.F.
Retail / Commercial Area	35,400 S.F.

Area 7 Summary

Total Area	6.21 Acres
Proposed Use	Attached Senior Living
Number of Units	48
Density	8.0 Units/Acre

Area 8 Summary

Total Area	10.46 Acres
Proposed Use	Detached Senior Living
Number of Units	102
Density	9.8 Units/Acre

Area 9 Summary

Total Area	10.00 Acres
Proposed Use	Municipal - Sports Fields, Amphitheatre

Area 10 Summary

Total Area	10.00 Acres
Proposed Use	Future Elementary School

PARKING REQUIREMENTS

Required Number of Parking Spaces	N/A
Total Number of Parking Spaces (Area 2, 3 & 4)	343
Total Number of Parking Spaces (Area 5 & 6)	207
Total Number of Parking Spaces (Area 9)	55
Total Number of Parking Spaces (Area 10)	110

The boundaries of this preliminary plat are based on a survey performed by:
Roger B. Dill, Kansas L.S. No. 1468
Sorry Aldas Surveyors
7235 Washington Avenue, Suite G
Kansas City, Kansas 66112
913.334.1813

LEGEND

- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Existing Sanitary Sewer
- Proposed Bike/Hike Trail
- Proposed Sidewalk

Single Family Residential Summary

Type "A" Homes	
Phase 1 Total Area	15.00 Ac
Phase 1 Total # of Lots	50
Phase 1 Density	3.00
Phase 2 Total Area	29.40 Ac
Phase 2 Total # of Lots	74
Phase 2 Density	2.52

Type "B" Homes	
Phase 1 Total Area	14.00 Ac
Phase 1 Total # of Lots	59
Phase 1 Density	3.24
Phase 2 Total Area	15.00 Ac
Phase 2 Total # of Lots	48
Phase 2 Density	3.20

Type "C" Homes	
Phase 1 Total Area	10.00 Ac
Phase 1 Total # of Lots	32
Phase 1 Density	3.20
Phase 2 Total Area	20.00 Ac
Phase 2 Total # of Lots	57
Phase 2 Density	2.85

Project Summary

Total Area	285.941 Acres
Existing Zoning	AG
Proposed Zoning	MU
Boulevard Benefit District	10.00 Acres

Prepared For:
AFFINITY DEVELOPMENT, INC.
C/O MICHAEL J. DUNCAN
9200 INDIAN CREEK PKWY
SUITE 100
OVERLAND PARK, KS 66210
(913) 962-2265
(913) 498-0358 (FAX)
CALLDUNCAN@AOL.COM

Prepared By:
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207 SOUTH 5TH STREET
LEAVENWORTH, KS 66048
(913) 682-8600
(913) 682-8606 (FAX)
WWW.LEVEL4ENG.COM

Date of Preparation:
APRIL 27, 2007

Prepared By:
Oppermann LandDesign, LLC
Land Planning ◆ Landscape Architecture
913.854.5407 (Fax) 913.894.5407
18990 West 117th Street • Olathe, Kansas • 66062

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hkjh klj hklh ljk kh klh lkh
ljkh llhk lkjh lkjh

PUBLIC HEARING NOTICE
CITY OF BASEHOR
PLANNING COMMISSION

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas will hold the following public hearings on Tuesday, October 6, 2015 at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas for the following items.

1. A Revised Preliminary Development Plan for Basehor Town Center submitted by Oppermann LandDesign, LLC on properties in Section 35, Township 10 South, Range 22 East, containing the following description:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BENINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22; THENCE SOUTH 01 DEGREE 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1329.41 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1320.42 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 555.74 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST, PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF RICKEL'S SUBDIVISION AND RICKEL'S SUBDIVISION NO.3, BOTH SUBDIVISIONS OF LAND IN THE CITY OF BASEHOR, A DISTANCE OF 3932.25 FEET, TO THE NORTHWEST CORNER OF SAID RICKEL'S SUBDIVISION, POINT ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 155TH STREET AS SAID RIGHT-OF-WAY NOW EXISTS; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1524.22 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 360.48 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, A DISTANCE OF 354.66 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ABANDONED KANSAS CITY NORTHERN RAILWAY; THENCE SOUTH 88 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 69.52 FEET, TO THE CENTER LINE OF SAID ABANDONED RAILWAY; THENCE NORTH 42 DEGREES 34 MINUTES 14 SECONDS EAST, ALONG THE CENTERLINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 378.32 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, BEING TANGENT TO LAST DESCRIBED COURSE HAVING A RADIUS OF 1889.10 FEET, A CHORD BEARING OF NORTH 65 DEGREES 15 MINUTES 47 SECONDS EAST, AN ARC DISTANCE OF 1496.39

FEET AND A CHORD DISTANCE OF 1457.57 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 18 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 2426.29 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1133.44 FEET;
THENCE NORTH 87 DEGREES 57 MINUTES 32 SECONDS EAST, A DISTANCE OF 933.49 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 60.00 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 933.49 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 745.58 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 933.49 FEET TO THE POINT OF BEGINNING.
CONTAINS 12,455,643.02 SQUARE FEET OR
285.94 ACRES.

2. Legacy Senior Residences Final Plat submitted by Phelps Engineering, Inc. The proposed plat is located at near 155th Street and Elm Street, containing the following description:

All that part of Southwest Quarter of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 35; thence S 1°24'45" E, along the West line of the Southwest Quarter of said Section 35, a distance of 390.37 feet to the point of beginning; thence N 88°35'28" E, a distance of 529.01 feet; thence N 2°02'39" W, a distance of 103.21 feet; thence N 87°57'21" E, 293.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 255.00 feet; thence S 2°02'39" E, a distance of 310.00 feet; thence S 87°57'21" W, 603.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 396.30 feet; thence S 1°24'45" E, 390.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 169.06 feet to the Northwest corner of Lot 1, Block 2, RICKEL'S SUBDIVISION, a platted subdivision of land in the City of Basehor, Leavenworth County, Kansas; thence S 87°56'44" W, along the North plat line of said RICKEL'S SUBDIVISION, a distance of 60.00 feet to the Northeast corner of Lot 2, Block 1 of said RICKEL'S SUBDIVISION, thence N 1°24'45" W, 330.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 147.07 feet; thence S 87°57'21" W, 625.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 330.02 feet to a point on the West line of the Southwest Quarter of said Section 35; thence N 1°24'45" W, along the West line of the Southwest Quarter of said Section 35, a distance of 234.67 feet to the point of beginning, containing 4.7668 acres, more or less.

All persons who desire to comment for or against said applications are invited to appear at the time and place mentioned above. Copies of the applications and full legal descriptions are available for review during normal business hours at Basehor City Hall. Questions about the applications may be directed to Mitch Pleak, City Engineer at 913-724-1370.

PLANNING COMMISSION
CITY OF BASEHOR, KANSAS

APPLICATION FORM

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Project Name & Description: Basehor Town Center	Total Site Acreage: 285.94 Ac	Present Zoning: PR
Legal Description (May be attached as separate sheet): See Attached Legal		Proposed Zoning: PR
Project Address / General Location: 2429 N. 155th Street		Presubmittal Date: June 15, 2015
Parcel ID Number (CAMA Number): 1573503003002000		Floor Area Classification: N/A
Property Owner Name: Duane L. Becker Trust	Phone: 913/775-3201	Fax: 682-3842
Property Owner Address: Po Box 87	City: Leavenworth	State: KS Zip: 66048
Applicant's Name (if different from above): Oppermann LandDesign	Phone: 913/894-9407	Fax: N/A
Applicant's Address: 18990 West 117th Street	City: Olathe	State: KS Zip: 66061
Applicant's mobile phone: 913/522-5598	Property Owner and/or Applicant's E-mail address: pete@opperland.com	

APPLICATION TYPE	
[ ] **Annexation**	[X] **Preliminary Development Plan** (Submit Sheet A) (Revised)
[ ] **Rezoning** (Submit Sheet A)	[ ] **Final Development Plan** (Submit Sheet A)
[ ] **Conditional Use Permit** (Submit Sheet A)	[ ] **Lot Split**
[ ] **Site Plan**	[ ] **Preliminary Plat**
[ ] **Variance** (Submit Sheet B)	[ ] **Final Plat / Replat**

PROJECT INFORMATION

Existing Use
[X] Residential [ ] Commercial [ ] Industrial [ ] Office [X] Agriculture [ ] Vacant [X] Other School

Proposed Use
[X] Residential [X] Commercial [ ] Industrial [ ] Office [ ] Agriculture [X] Other School

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)

Total Site Area: 285.94 Ac.	Existing Floor Area: N/A	Existing Building Footprint: N/A	Open Space Area: N/A
No. of Buildings: N/A	Proposed Floor Area: N/A	Proposed Building Footprint: N/A	Pavement Coverage: N/A

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY

Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

x Peter A. Oppermann
Signature Date

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

SHEET A

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? Doing a Revised Preliminary Development Plan to replace 46 attached townhomes with 1 - 48 unit senior living apartment building.

2. What Is the Suitability of Subject Property for the Uses to Which it Has Been Restricted? It is very suitable. The change makes less of an imprint + significantly increases the tracts open space.

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property? We are not requesting the removal of any restrictions.

4. What Is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners? We are not changing the landuse. We are replacing 10 townhome buildings with one multifamily building.

5. How Does Your Request Conform with the Comprehensive Plan? We are in conformance with the Comprehensive Plan, since we are revising an existing approved plan and not changing the landuse.

If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.

1. Please provide a statement regarding why the development plan would be in the public interest. It will provide for development of Ag property in downtown Basehor and provide living units for elderly citizen who would like to stay in Basehor, but live in a maintenance free environment.

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002. Not Applicable

AUTHORIZATION FOR OWNER REPRESENTATIVE OR LESSEE AFFIDAVIT

(FILL IN ONLY IF APPLICANT IS AN AGENT FOR LANDOWNER OR CONTRACT PURCHASER)

AUTHORIZATION OF AGENCY

STATE OF Nebraska)
)
COUNTY OF Douglas)

I, Lawrence A. Mazzotta, CEO of Cornerstone Associates, LLC and/or its assigned
(Name of person signing Affidavits, if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Having filed a Proof of Ownership Affidavit, as the Legal Owner or as a Contract Purchaser, of the property that is the subject of case number _____, declare that I have authorized Phelps Engineering, Inc. to file this application.

SIGNATURE

Subscribed and sworn to before me this 27th day of July, 2015

Corinne K Conger
Notary Public

CORINNE K CONGER
General Notary
State of Nebraska
My Commission Expires Nov 26, 2017

My Appointment Expires:
Nov 26, 2017

For Office Use Only

Date Received

Received By

Approved for Hearing/Date

{32233 / 65827: 642301. }

AUTHORIZATION FOR OWNER REPRESENTATIVE OR LESSEE AFFIDAVIT

(FILL IN ONLY IF APPLICANT IS AN AGENT FOR LANDOWNER OR CONTRACT PURCHASER)

AUTHORIZATION OF AGENCY

STATE OF Nebraska)
)
COUNTY OF Douglas)

I, Lawrence A. Mazzotta, CEO of Cornerstone Associates, LLC and/or its assigned
(Name of person signing Affidavits, if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Having filed a Proof of Ownership Affidavit, as the Legal Owner or as a Contract Purchaser, of the property that is the subject of case number _____, declare that I have authorized Oppermann LandDesign, LLC to file this application.

SIGNATURE

Subscribed and sworn to before me this 24th day of July, 2015.

Corinne K Conger
Notary Public

CORINNE K CONGER
General Notary
State of Nebraska
My Commission Expires Nov 26, 2017

My Appointment Expires:
Nov 26, 2017

For Office Use Only

Date Received

Received By

Approved for Hearing/Date

{32233 / 65827: 642301. }

PROOF OF PROPERTY OWNERSHIP
AFFIDAVIT

STATE OF Kansas)
)
COUNTY OF Leavenworth)

DAVID HOWARD, being first duly sworn upon his/her oath, deposes and states as follows:

(1) (FILL IN ONLY BY PROPERTY OWNER OF RECORD)

DAVID HOWARD SUPERINTENDENT UNIFIED SCHOOL DISTRICT NO. 458
(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Is/are the legal owner/authorized official of the legal owner of the property that is the subject of case number _____.

(ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT)

(2) (FILL IN ONLY IF APPLICANT IS A PROPERTY CONTRACT PURCHASER)

That _____
(Name of contact purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business)

Is the holder of a contract to purchase the property that is the subject of case number _____ from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Code.

SIGNATURE

Subscribed and sworn to before me this 27 day of JULY, 20 15.

Pam F. Chenoweth
Notary Public

PAM F. CHENOWETH
My Appt. Exp. 3-19-17

3-19-2017
My appointment expires

IF APPLICATION IS BEING FILED BY AN AGENT OR LESSEE, AFFIDAVIT ON NEXT PAGE MUST BE COMPLETED

For Office Use Only		
Date Received	Received By	Approved by Hearing/Date

{32233 / 65827; 642298. }

PROOF OF PROPERTY OWNERSHIP
AFFIDAVIT

STATE OF Nebraska)
)
COUNTY OF Douglas)

_____, being first duly sworn upon his/her oath, deposes and states as follows:

(1) (FILL IN ONLY BY PROPERTY OWNER OF RECORD)

_____

(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Is/are the legal owner/authorized official of the legal owner of the property that is the subject of case number _____.

(ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT)

(2) (FILL IN ONLY IF APPLICANT IS A PROPERTY CONTRACT PURCHASER)

That Cornerstone Associates, LLC and/or its assigned
(Name of contact purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business)

Is the holder of a contract to purchase the property that is the subject of case number _____ from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Code.

_____
SIGNATURE

Subscribed and sworn to before me this 24th day of July, 20 15.

Corinne K Conger
Notary Public

NOV 26, 2017
My appointment expires

CORINNE K CONGER
General Notary
State of Nebraska
My Commission Expires Nov 26, 2017

IF APPLICATION IS BEING FILED BY AN AGENT OR LESSEE, AFFIDAVIT ON NEXT PAGE MUST BE COMPLETED

For Office Use Only		
Date Received	Received By	Approved by Hearing/Date

{32233 / 65827; 642298. }

PROOF OF PROPERTY OWNERSHIP
AFFIDAVIT

STATE OF KANSAS)
)
COUNTY OF LEAVENWORTH

DUANE L. BECKER LIVING TRUST DATED JANUARY 21, 1998, being first duly sworn upon his/her oath, deposes and states as follows:

(1) (FILL IN ONLY BY PROPERTY OWNER OF RECORD)

DUANE L. BECKER, TRUSTEE

(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Is/are the legal owner/authorized official of the legal owner of the property that is the subject of case number _____.

(ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT)

~~**(2) (FILL IN ONLY IF APPLICANT IS A PROPERTY CONTRACT PURCHASER)**~~

~~That _____~~
~~(Name of contact purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business)~~

~~Is the holder of a contract to purchase the property that is the subject of case number _____ from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Code.~~

Duane L Becker Trustee
SIGNATURE

Subscribed and sworn to before me this 27th day of JULY, 2015.

Notary Public

10-7-14
My appointment expires

JEFFREY K. BLOCKBURGER
Notary Public - State of Kansas
My Appt. Expires 10-7-14

IF APPLICATION IS BEING FILED BY AN AGENT OR LESSEE, AFFIDAVIT ON NEXT PAGE MUST BE COMPLETED

For Office Use Only		
Date Received	Received By	Approved by Hearing/Date

(32233 / 65827; 642298.)

PROOF OF PROPERTY OWNERSHIP
AFFIDAVIT

STATE OF Kansas)

COUNTY OF Leavenworth)

Jerry L Mussett
Ruth Ann Mussett, being first duly sworn upon his/her oath, deposes and states as follows:

(1) (FILL IN ONLY BY PROPERTY OWNER OF RECORD)

_____

(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Is/are the legal owner/authorized official of the legal owner of the property that is the subject of case number _____.

(ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT)

(2) (FILL IN ONLY IF APPLICANT IS A PROPERTY CONTRACT PURCHASER)

That _____

(Name of contact purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business)

Is the holder of a contract to purchase the property that is the subject of case number _____ from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Code.

Jerry L Mussett

Ruth Ann Mussett
SIGNATURE

Subscribed and sworn to before me this 12th day of August, 2015.

NANCY A. McDOUGAL
Notary Public - State of Kansas
My Appt. Expires 12/19/18

Notary Public

12/19/18
My appointment expires

IF APPLICATION IS BEING FILED BY AN AGENT OR LESSEE, AFFIDAVIT ON NEXT PAGE MUST BE COMPLETED

For Office Use Only		
Date Received	Received By	Approved by Hearing/Date

{32233 / 65827; 642298. }

TRACT DESCRIPTION
S35, T10, R22E, ACRES 80.25, E1/2NE1/4SE1/4 LESS ROW

PROOF OF PROPERTY OWNERSHIP AFFIDAVIT

STATE OF Colorado)
)
COUNTY OF Morgan)

Larry J Rix & Hazel H. Rix, being first duly sworn upon his/her oath, deposes and states as follows:

(1) (FILL IN ONLY BY PROPERTY OWNER OF RECORD)

LARRY J. RIX & HAZEL H. RIX
(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Is/are the legal owner/authorized official of the legal owner of the property that is the subject of case number _____.

(ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT)

(2) (FILL IN ONLY IF APPLICANT IS A PROPERTY CONTRACT PURCHASER)

That _____
(Name of contact purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business)

Is the holder of a contract to purchase the property that is the subject of case number _____ from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Code.

RUSSELL JONES
Notary Public
State of Colorado
Notary ID 20094029270
My Commission Expires Sep 10, 2017

Larry J Rix Hazel Rix
SIGNATURE

Subscribed and sworn to before me this 5th day of August, 2015.

Russell Jones
Notary Public

9/10/17
My appointment expires

IF APPLICATION IS BEING FILED BY AN AGENT OR LESSEE, AFFIDAVIT ON NEXT PAGE MUST BE COMPLETED

For Office Use Only		
Date Received	Received By	Approved by Hearing/Date

{32233 / 65827; 642298. }

PROOF OF PROPERTY OWNERSHIP
AFFIDAVIT

STATE OF Kansas)

COUNTY OF Leavenworth

Ed Becker, being first duly sworn upon his/her oath, deposes and states as follows:

(1) (FILL IN ONLY BY PROPERTY OWNER OF RECORD)

NBK Inc.

(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

Is/are the legal owner/authorized official of the legal owner of the property that is the subject of case number _____.

(ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT)

(2) (FILL IN ONLY IF APPLICANT IS A PROPERTY CONTRACT PURCHASER)

That _____

(Name of contact purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business)

Is the holder of a contract to purchase the property that is the subject of case number _____ from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Code.

_____
SIGNATURE

Subscribed and sworn to before me this 4th day of August, 2015.

Jennifer J. Vernon
Notary Public

2-1-17
My appointment expires

JENNIFER J. VERNON
Notary Public-State of Kansas
My Appt. Expires 2-1-17

IF APPLICATION IS BEING FILED BY AN AGENT OR LESSEE, AFFIDAVIT ON NEXT PAGE MUST BE COMPLETED

For Office Use Only		
Date Received	Received By	Approved by Hearing/Date

{32233 / 65827; 642298. }

The City of Basehor

August 25, 2015

Cornerstone Associates, LLC.
Bobbi Jo Lucas
209 South 19th Street, STE 100
Omaha, NE 68102

RE: Legacy Senior Residences – Revised Preliminary Development Plan Application

Mrs. Lucas,
Per the zoning regulations, to revise a current development plan, the applicant shall provide consent to submit an application form all land owners within the development. The City of Basehor is a current land owner with the existing Basehor Town Center preliminary development plan.

August 17th, 2015, City Council considered the request to revise the Basehor Town Center preliminary development plan. After consideration, the City Council unanimously approved the consent for Cornerstone Associates, LLC to submit an application to revise the existing Basehor Town Center preliminary development plan.

If you have any questions, please contact me at (913) 724-1370 or at mpleak@cityofbasehor.org.

Sincerely,

Mitch Pleak

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

913.724.1370
FAX 913.724.3388
www.cityofbasehor.org

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 10

Topic: Legacy Senior Residences – Request for approval of a Final Development Plan for Legacy Senior Residences with the Basehor Town Center Development Plan with an approximate location of 155th Street and Elm Street submitted by Cornerstone Associates, LLC.

Action Requested: Approve Ordinance 660, approving Legacy Senior Residences Final Development Plan., with four (4) stipulations.

Narrative: Legacy Senior Residences Final Development Plan (FDP) is located in Area 7 of the revised Basehor Town Center Preliminary Development Plan (PDP). Area 7 includes a 48-unit senior multi-family building. The FDP was found to be in substantial compliance with the revised PDP.

The Planning Commission made a motion for recommendation of approval to the Governing Body with four (4) stipulations.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Ordinance 660, approving Legacy Senior Residences Final Development Plan, with four (4) stipulations stated within the Ordinance.

Attachments:
Ordinance 660
Staff Report

Projector needed for this item? No

(Published in the Basehor Sentinel _____)

ORDINANCE NO. 660

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LEGACY SENIOR RESIDENCES, GENERALLY LOCATED AT 155th STREET AND ELM STREET, BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the applicant submitted a request for approval of a final development plan for Area 7 of the existing Basehor Town Center Preliminary Development Plan to allow a senior multi-family development; and

WHEREAS, in accordance with Article 7, Section 5 of the Basehor Zoning Ordinance, the Planning Commission reviewed the application on October 6, 2015; and

WHEREAS, the Planning Commission recommended approval with the following stipulations:

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit.
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on October 19, 2015.

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

Section 1: That the Governing Body hereby approves the final development plan subject to the stipulations stated below:

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit.
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

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

PASSED by the City Council this 19th day of October, 2015.

APPROVED by the Mayor this 19th day of October, 2015.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

LEGACY SENIOR RESIDENCES – REQUEST FOR APPROVAL OF A FINAL DEVELOPMENT PLAN FOR LEGACY SENIOR RESIDENCES with an approximate location of 155th Street and Elm Street

MEETING DATE: **October 19, 2015**
REPORT WRITTEN: **October 7, 2015**

STAFF RECOMMENDATION:
Consider Planning Commission recommendation to approve the Legacy Senior Residences Final Development Plan, with the stipulations stated in the staff report.

APPLICANT:
- The applicant Cornerstone Associates, LLC.
- The engineer is Oppermann LandDesign and Phelps Engineering, Inc.
- The developer is Cornerstone Associates, LLC.

REQUEST:
- The applicant is requesting approval of a Final Development Plan consisting of Area 7 of the existing Basehor Town Center Preliminary Development Plan for the purposes of a senior multi-family building.

ZONING:
- The Basehor Town Center preliminary development plan is currently zoned "P-R" Planned Residential District and "MU-1" Mixed Use Neighborhood District. The current zoning of the final development plan (Area 7) is "P-R" Planned Residential District.

SURROUNDING ZONING PER THE REVISION REQUEST:
- North "MU-1" Mixed Use Neighborhood District.
- South "P-R" Planned Residential District and "CP-1" Neighborhood Business District.
- East "P-R" Planned Residential District.
- West "CP-1" Neighborhood Business District.

BACKGROUND:
Basehor Town Center Preliminary Development Plan (PDP) and rezoning was approved in September 2007. The approved PDP included low-density single family residential (detached), single family (attached) townhomes, senior housing, commercial/mixed-use and public land for such uses as City Hall, Police Station, Community Center and recreational uses. To date only one phase been developed – Basehor Intermediate School.

Area 7 of the revised PDP includes a 48-unit senior multi-family building.

FINAL DEVELOPMENT PLAN:
- Article 7, Section 5(k) of the Basehor Zoning Ordinance states that: *The final development Plan shall consist of a site plan and supporting documents which conform to all*

requirements and conditions placed on approval of the Preliminary Development Plan by the Governing Body.

- Article 7, Section 5(m) of the Basehor Zoning Ordinance states that: *The Planning Commission shall review the Final Development Plan for compliance with the approved Preliminary Development Plan. If the Final Development Plan is found to be in substantial compliance with the approved Preliminary Development Plan, the Planning Commission shall recommend that the Governing Body approves the Final Development Plan.*

- The following is provided within the proposed revised final development plan:
  - A single 48-unit senior multi-family building – 3 stories.
  - Main access for the building will be from 155th Street.
  - 154th Terrace will be extended to the north to provide a secondary access for emergency purposes.
  - 5' sidewalk from the building to 155th Street.
  - 24 enclosed parking spaces.
  - FEMA Shelter.

Density:

- The existing preliminary development plan – Area 7 has a density of 10.06 units per acre (46 total units).
- The proposed revision – Area 7 has a density of 10.59 units per acre (48 total units).
- A comparable density is "R-3" Multi-Family Residential District with a density maximum of 12 units per acre.

Bulk Regulations:

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

Criteria	**Required**	**Provided**
Front Yard Setback	35'	35'
Side Yard Setback	12'	10'*
Rear Yard Setback	30'	10'**
Minimum District Size	2 Acres	4.77 Acres
Minimum Open Space %	25%	61%
Height Limit Multi-Family	50'	39'

*A modification is requested as part of the revised development plan application to reduce side yard setback from 12' to 10'.
**A modification is requested as part of the revised development plan application to reduce the rear yard setback from 30' to 10'.

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

coordination of the reduced setbacks to illustrate the impacts on future roadways. The reduced setbacks will not have any negative impacts to future development.

Traffic:

- Access to the development will be from 155th Street and 154th Terrace. AM and PM Peak hours have the majority impacts to an existing roadway system within a 24-hour period. Per the Institute of Transportation Engineers (ITE) for a 48-unit senior adult housing (attached), the average daily traffic (24-hour period) is 167 trips. The PM Peak hour has a larger trip generation than the AM Peak hour. The trips for the PM Peak hour for the proposed development is 8 trips (5 in and 3 out). The majority traffic movements for the development are during non-peak hours. A traffic impact study was not required due to the minimal impacts to AM and PM Peak hours.

Parking:

- Per Article 23, Section 4 of the Basehor Zoning Ordinance, 48-unit multi-family building shall provide 79 parking spaces. The application provides 84 parking spaces.

Signage:

- The applicant is proposing one monument sign for the site located near 155th Street. Sign approval will be according to the Sign Regulations (Article 8, Section 9 of the Basehor Zoning Ordinance). A sign application will need to be submitted and approved before the construction of the sign.

Landscaping:

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

Criteria	**Required**	**Provided**
Base Trees (16 trees per acre of usable open space)	42	58
Street Trees (1 every 50')	23	23

Usable Open Space:

- 25% of the site shall be maintained as usable open space per Article 7, Section 5 (c) of the Basehor Zoning Ordinance. The revised area 7 includes 4.53 acres (not including 154th Ter. right-of-way) and reports 2.65 acres or 61% of usable open space is provided. This is an increase of usable opens space from the original Area 7 that provided 37% of usable open space.

Drainage:

- The proposed revision to the preliminary development plan provides a detention basin. The proposed runoff from the site will be detained back to a discharge rate equal to or less than the pre-existing runoff in the 1-year, 10-year, and 100-year storm event. The location of the detention basin is near 155th Street.

Elevations:

- Final building elevations have been reviewed and meet the Architectural Design Standards (Article 8, Section 8 of the Basehor Zoning Ordinance) for multi-family buildings.

Lighting:

- Location, number, and direction of illumination and intensity of all exterior lighting fixtures have been provided with the application.
- Illumination is near zero along the property lines.

Park Fees:

- The developer will be required to pay $200 per residential unit for park fees, as required by the City's Subdivision Regulations. The total park fees associated with the development will be approximately $9,600 and shall be paid prior to the issuance of a building permit.

Transportation Excise Tax:
The developer will be required to pay a transportation excise tax of $18,700.29, as required by the City's Transportation Excise Tax ordinance. The transportation excise tax shall be paid prior to the issuance of a building permit.

STAFF RECOMMENDATION:

Staff concludes the Final Development Plan is in substantial compliance with the revised Preliminary Development Plan. Staff recommends approval of the application, with the following stipulations:

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission considered this application on October 6, 2015. The Planning Commission made a motion for recommendation of approval to the Governing Body with the following stipulations:

1. The developer shall pay park fees in the amount of $9,600 prior to the issuance of a building permit
2. The developer shall pay transportation excise taxes in the amount of $18,700.29 prior to the issuance of a building permit.
3. Landscaping shall be installed and approved by the City prior to issuance of certificates of occupancy.
4. A sign application shall be submitted and approved for all signage within the development.

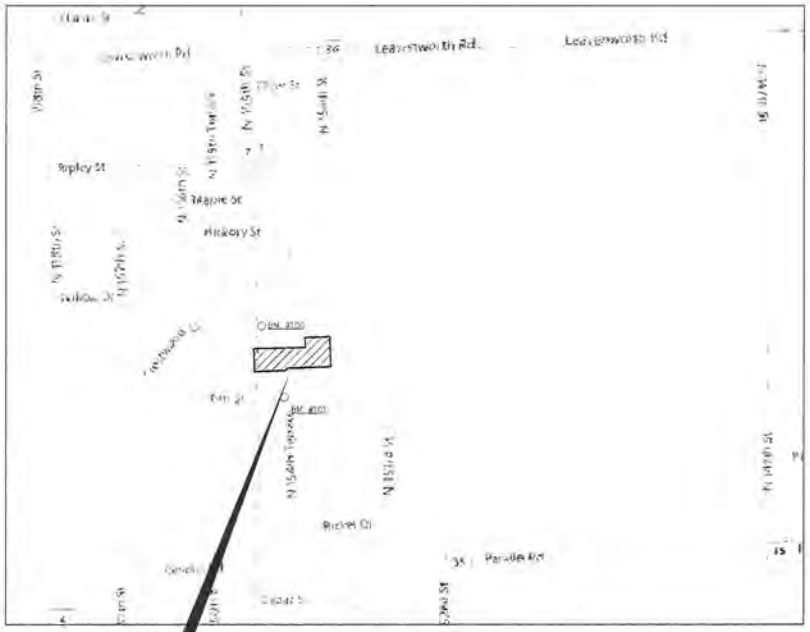
The motion with four (4) stipulations was seconded. The Planning Commission then held discussion on the motion and approved the motion (5-0).

SITE DEVELOPMENT PLANS
FOR
LEGACY SENIOR RESIDENCES
IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

	INDEX
C0	COVER SHEET
C1	SITE PLAN
C2	OVERALL GRADING PLAN
C3	UTILITY PLAN
C4	STREET PLAN & PROFILE
C5–C7	STANDARD DETAILS

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED CURB
- PROPOSED STORM SEWER
- EXISTING WATERLINE
- EXISTING GAS LINE
- EXISTING BURIED ELECTRICAL
- EXISTING BURIED TELEPHONE
- EXISTING TIME WARNER CABLE (WB)
- EXISTING SANITARY SEWER
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED LOT LINE
- BF BUTTON
- TOP OF CURB
- TC TOWER
- WS WATER SERVING
- HP HIGH POINT
- LP LOW POINT
- TW TOP OF PARAPET
- TS TOP OF STRUCTURE
- GE GROUND ELEVATION



LOCATION MAP
NOT TO SCALE

ADDRESS OF PROPERTY:
2429 155TH STREET
BASEHOR, KS 66007

UTILITY COMPANIES

Atmos Energy
Richard Humphrey
25090 W 110th Terr.
Olathe, KS 66061
913.204.6355
Cell: 913.208.1548
Richard.humphrey@atmosenergy.com

AT&T
Kendall Pepper
4501 Street N
Leavenworth, KS 66048
913.727.5808

City of Basehor
Gene Kessler, Jr.
2300 N. 155th Street
PO Box 406
Basehor, KS 66007
913.724.3000
cityclerk@basehorks.gov

Consolidated Rural Water District #1
Mike Fulkerson
PO Box 419
15020 Crestwood Drive
Basehor, KS 66007
913.724.1000
Cell: 913.208.1606
mfulkerson@crwd.com

Suburban Water, Inc.
Mike Brown
316 N 155th Street
PO Box 188
Basehor, KS 66007
913.724.1800

WOW – Wide Open West
David Wren
1 Riverfront Plaza, Suite 30
Lawrence, KS 66044
785-422-0973
dave.wren@wowinc.com

Richard Powell
1 Riverfront Plaza, Suite 30
Lawrence, KS 66044
785. 830. 2335
richard.powell@wowinc.com

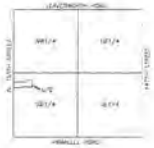
Westar Energy
James Hoffmann
913.754.2724
James.hoffmann@westarenergy.com

811
Know what's below.
Call before you dig.

GENERAL NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN AS TURNOUTS or SWITCH LEVERS, ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811

BENCHMARKS:
BM #100 "O" CUT CONTROLLING POINT HAS CURB INLET EAST SIDE 155TH STREET AT CRESTWOOD ELEV.=951.82

BM #101 RAILROAD SPIKE IN LIGHT POLE AT THE NORTHWEST CORNER OF 154TH TERRACE & ELM ELEV.=979.00



VICINITY MAP
SEC. 35–10–22

PREPARED BY:
PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KANSAS 66061
(913) 393-1155
(913) 492-1166 (FAX)

LANDSCAPE ARCHITECT:
OPPERMANN LANDDESIGN, LLC
18990 WEST 77TH STREET
OLATHE, KANSAS 66061
(913) 894-4407
(913) 894-4107 (FAX)

ARCHITECT:
RODORF W ENGL
& ASSOCIATES, ARCHITECTS
3110 S. 156TH CIRCLE
OMAHA, NE 68130-3503
(402) 330-8287
(402) 330-8331 (FAX)

DEVELOPER/OWNER:
CORNERSTONE ASSOCIATES LLC
209 SOUTH 19TH STREET, SUITE 100
OMAHA, NE 68102
402-341-0888
402-341-2955 FAX

PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KANSAS 66061
(913) 393-1155
www.phelpseng.com

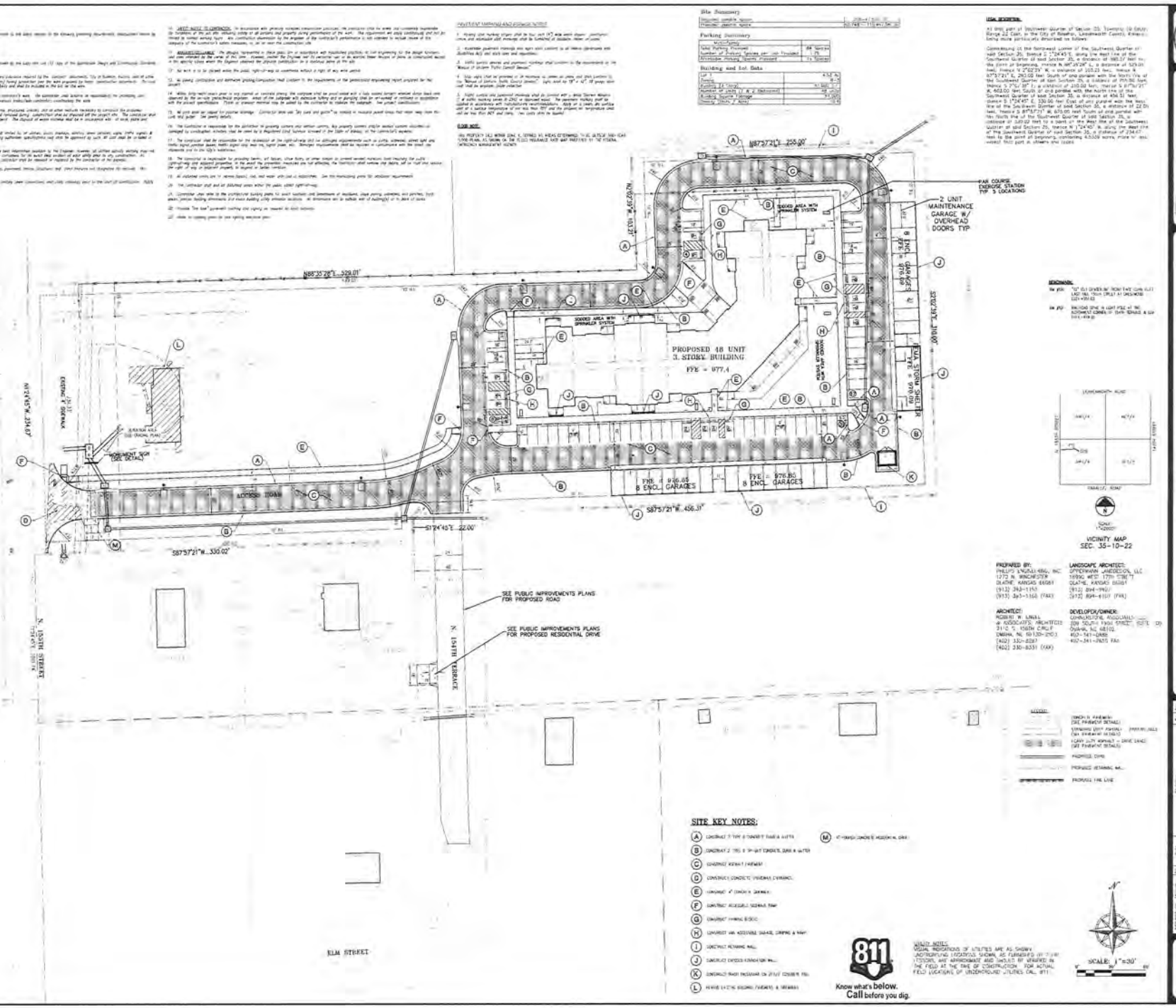
PE

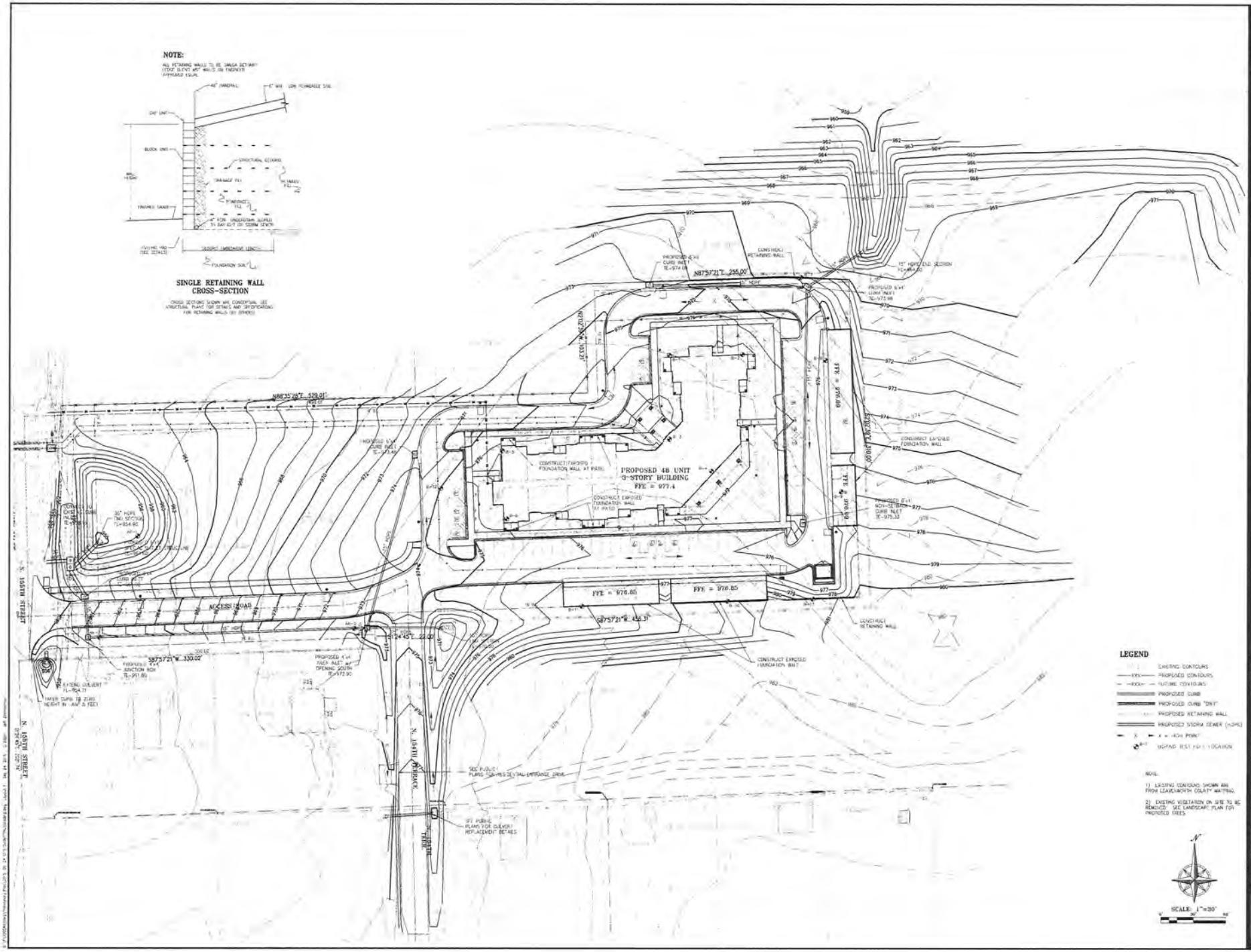
COVER SHEET
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

PROJECT NO. 150545	REV	DATE	REVISIONS
DRAWN: JCP	1	2-27-15	ADDS RESIDENTIAL ENTRANCE (SHEET)
CHECKED: JCP			
DATE: 2-27-15			
SCALE: NTS			

P.E.	KAS
C.D.	
C.S.	
L.A.	
S.D.	
M.E.	
E.E.	

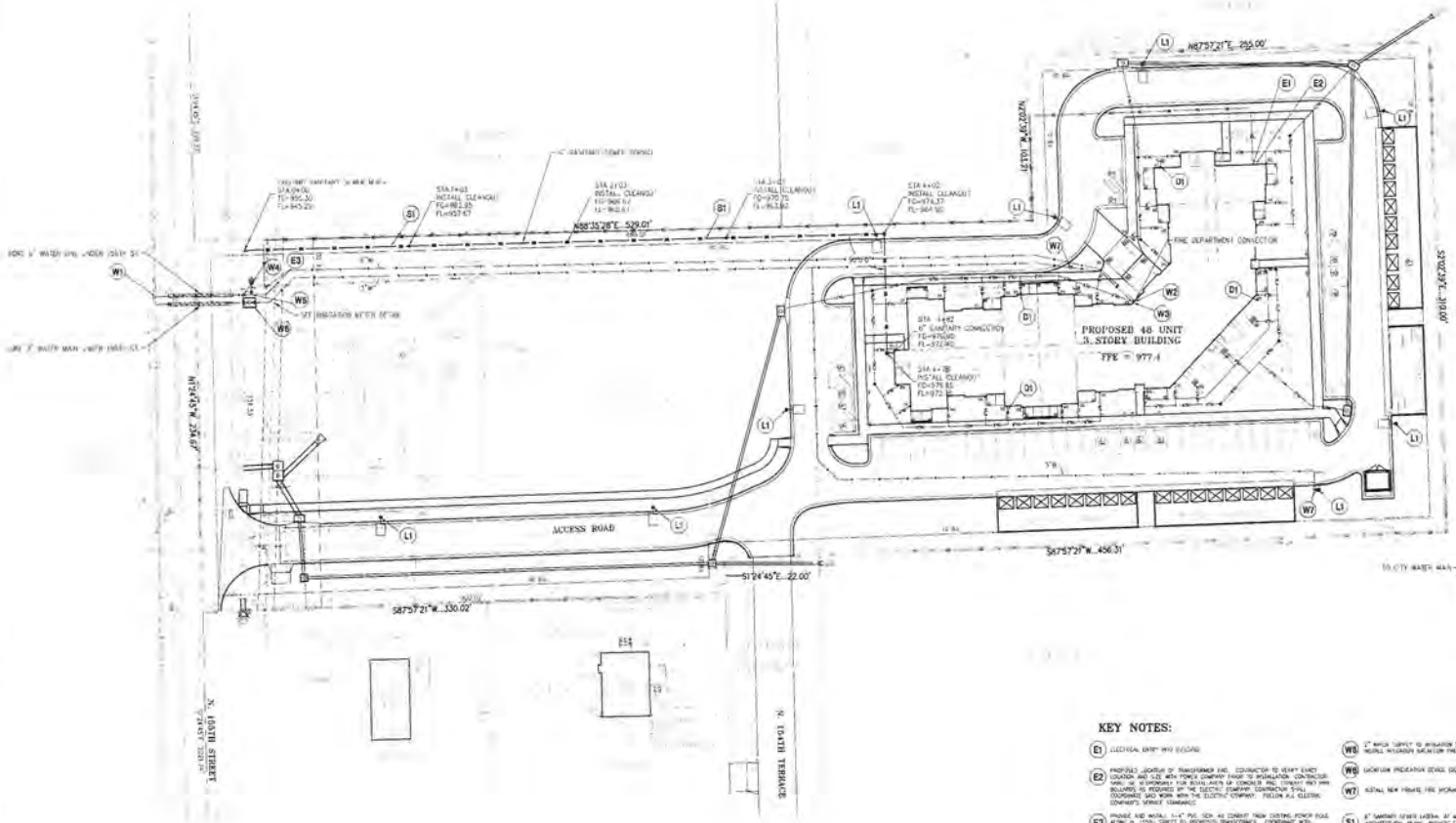
SHEET
C0
OF 8

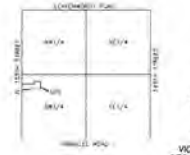

PROPOSED 48 UNIT
3 STORY BUILDING
FFE = 977.4
2 UNIT
MAINTENANCE
GARAGE W/
OVERHEAD
DOORS TYP
FIT COURSE
EXERCISE STATION
TYP. 3 LOCATIONS
FFE = 976.85
8 ENCL. GARAGES
FFE = 976.85
8 ENCL. GARAGES
ACCESS DRIVE
EXISTING SIDEWALK
SEE PUBLIC IMPROVEMENTS PLANS
FOR PROPOSED ROAD
SEE PUBLIC IMPROVEMENTS PLANS
FOR PROPOSED RESIDENTIAL DRIVE
N. 155TH STREET
N. 155TH TERRACE
ELM STREET
VICINITY MAP
SEC. 35-10-22
PREPARED BY:
PHILLIPS ENGINEERING, INC.
1272 N. WINCHESTER
OLATHE, KANSAS 66061
(913) 393-1155
(913) 393-1156 (FAX)
LANDSCAPE ARCHITECT:
UPPERMANN LANDDESIGN, LLC
16896 WEST 77TH TERR.
OLATHE, KANSAS 66061
(913) 894-9901
(913) 894-6101 (FAX)
ARCHITECT:
ROBERT W. LANGE
& ASSOCIATES, ARCHITECTS
3112 S. 156TH CIRCLE
OMAHA, NE 68130-2903
(402) 330-8287
(402) 330-8331 (FAX)
DEVELOPER/OWNER:
CONSOLIDATED HOUSING
206 SOUTH 19TH STREET, SUITE 210
OMAHA, NE 68102
402-341-0888
402-341-0885 FAX
SITE KEY NOTES:
(A) CONSTRUCT 5' TYP. 6" CONCRETE SIDEWALK
(B) CONSTRUCT 2' TYP. 6" 3K-4000 CONCRETE CURB & GUTTER
(C) CONSTRUCT ASPHALT PAVEMENT
(D) CONSTRUCT CONCRETE DRIVEWAY APPROACH
(E) CONSTRUCT 4" CONCRETE SIDEWALK
(F) CONSTRUCT ACCESSIBLE SIDEWALK RAMP
(G) CONSTRUCT PARKING BLOCK
(H) CONSTRUCT ADA ACCESSIBLE SIGNAGE, STRIPING & RAMP
(I) CONSTRUCT RETAINING WALL
(J) CONSTRUCT EXERCISE STATION WALL
(K) CONSTRUCT TRASH ENCLOSURE ON 8" THICK CONCRETE PAD
(L) REPAIR EXISTING ASPHALT PAVEMENT & SIDEWALK
(M) 4" PARKING LANDING & ACCESSIBLE ROUTE
PROPOSED CURB
PROPOSED RETAINING WALL
PROPERTY LINE
811
Know what's below.
Call before you dig.
SCALE: 1"=30'
SITE PLAN
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS
SHEET
C1
OF 8

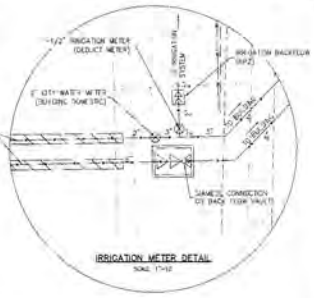


OVERALL GRADING PLAN
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

SHEET
C2
OF 8

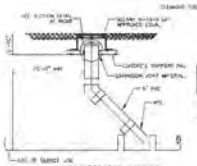


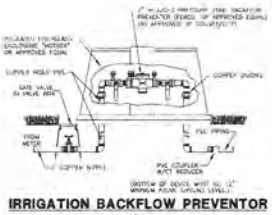




811 Know what's below. Call before you dig.

OWNER/DEVELOPER:
CONVERSTONE ASSOCIATES LLC
209 SOUTH 19TH STREET, SUITE 150
OMAHA, NE 68102
402-341-0900
402-341-0922 FAX





KEY NOTES:

E1 ELECTRICAL ENTRY INTO BUILDING

E2 PROPOSED LOCATION OF TRANSFORMER PAD. CONTRACTOR TO VERIFY EXACT LOCATION AND SIZE WITH POWER COMPANY PRIOR TO INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF CONCRETE PAD, CONDUIT AND 4 PIPE BOLLARDS AS REQUIRED BY THE ELECTRIC COMPANY. CONTRACTOR SHALL COORDINATE SAID WORK WITH THE ELECTRIC COMPANY. FOLLOW ALL ELECTRIC COMPANY'S SERVICE STANDARDS

E3 PROVIDE AND INSTALL 3-4" PVC SCH. 40 CONDUIT FROM EXISTING POWER POLE ALONG N. 155th STREET TO PROPOSED TRANSFORMER. COORDINATE WITH ELECTRIC COMPANY FOR EXACT LOCATION. FOLLOW ALL ELECTRIC COMPANY'S SERVICE STANDARDS

W1 CONTRACTOR TO CONNECT TO NEW WATER MAIN. CONTACT CITY OF BASEHOR MUNICIPAL CLERKS FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN CONNECTION. CONSULT WITH PLUMBING CONTRACTOR FOR PICTURE TAKES REQUIRED BY CITY OF BASEHOR

W2 1" DOMESTIC WATER LINE (WITH 2" SLEEVE) CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ANY APPURTENANCES ON THE DOMESTIC LINE SUCH AS BACKFLOW PREVENTION DEVICES (FOLLOW BUILDING-SITE BUILDING PLANS), GATE VALVES, REDUCERS, BENDS, TEES, ETC. WHICH MAY BE REQUIRED. CONTRACTOR TO COORDINATE WITH MUNICIPALITY AND/OR UTILITY

W3 6" SPRINKLER FEED TO BUILDING. CONTRACTOR SHALL BE REQUIRED TO INSTALL ANY APPURTENANCES ON THE SPRINKLER LINE SUCH AS, BUT NOT LIMITED TO GATE VALVES, REDUCERS, BENDS, TEES, ETC. WHICH MAY BE REQUIRED. CONTRACTOR TO COORDINATE WITH MUNICIPALITY AND/OR UTILITY

W5 2" WATER SUPPLY TO IRRIGATION SYSTEM PROVIDED BY GENERAL CONTRACTOR. INSTALL IRRIGATION BACKFLOW PREVENTOR. SEE DETAIL THIS SHEET

W6 LOCATION PREVENTOR (SEE DETAILS) (SIZE) FOR 4" FIRE LINE

W7 INSTALL NEW PRIVATE FIRE HYDRANT

S1 6" SANITARY SEWER (ASTM A-21 MINIMUM SDR 35) (SIZE) COORDINATE WITH ARCHITECTURAL PLANS. PROVIDE CLEAN OUTS AT 100' MINIMUM SPACING (STRAIGHT RUNS) AND AT BEND LOCATIONS.
CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE TELEPHONE COMPANY FOR THE INSTALLATION OF BURIED TELEPHONE LINES. CONTRACTOR TO PROVIDE ONE (1) - 4" PVC SCH. 40 CONDUIT WITH PULL STRING FROM EXISTING TELEPHONE PEDESTAL TO PROPOSED TELEPHONE ENTRY FOR BUILDING. CAP AND MARK ALL CONDUITS.
CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ELECTRIC COMPANY FOR THE INSTALLATION OF BURIED ELECTRIC LINES. CONTRACTOR TO PROVIDE ONE (1) - 4" PVC SCH. 40 CONDUIT WITH PULL STRING FROM EXISTING ELECTRIC PEDESTAL TO PROPOSED ELECTRIC ENTRY FOR BUILDING. CAP AND MARK ALL CONDUITS.

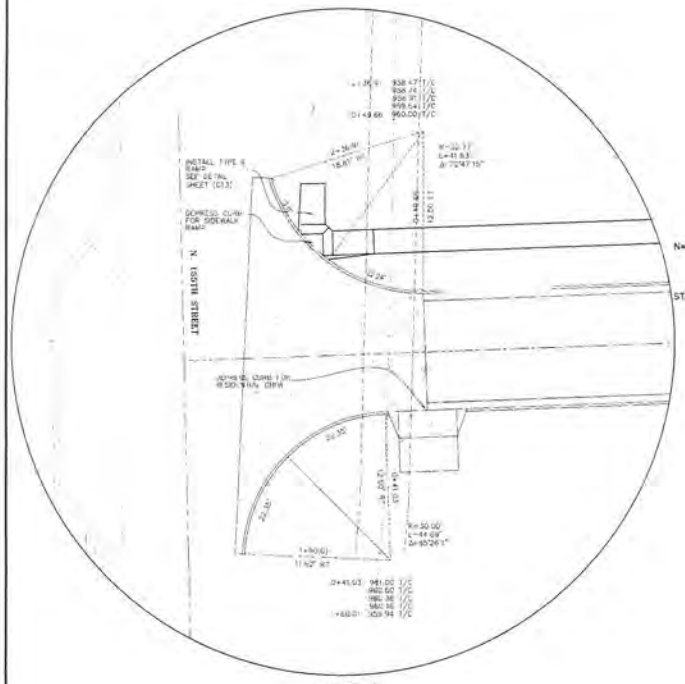
L1 PROVIDE PARKING LOT LIGHT (TYP.). REFER TO ELECTRICAL PLANS

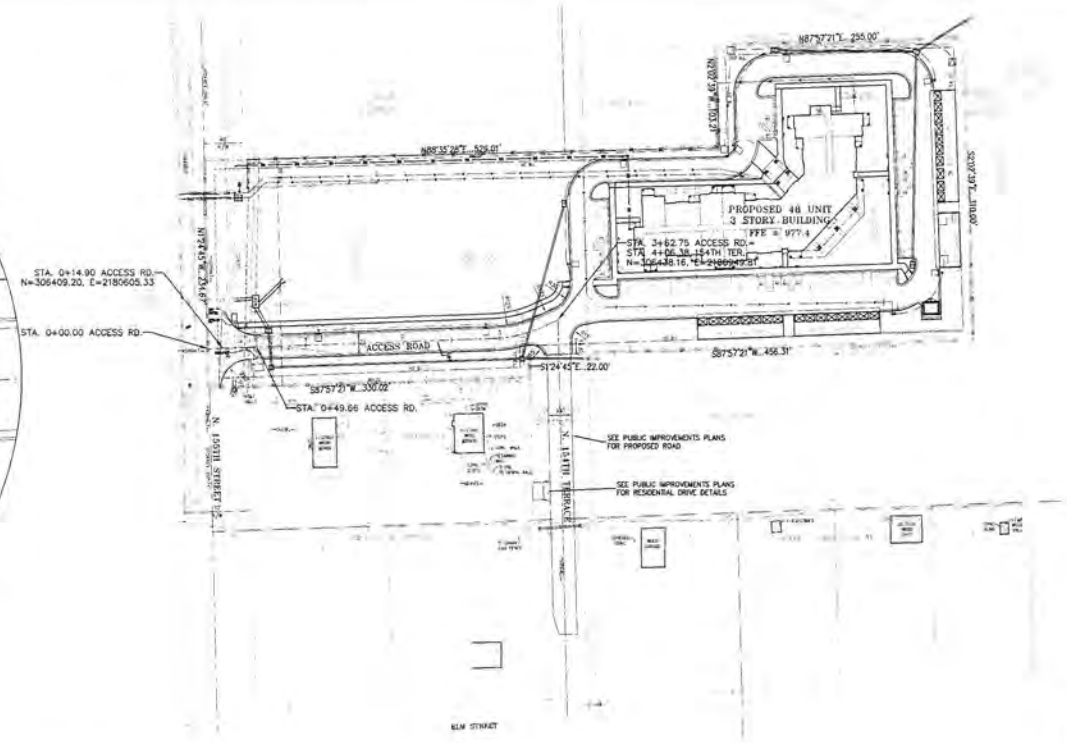
D1 TYPICAL STORM WATER TRENCH DRAIN. USE FROM FOOT, OFF FOOT DRAIN CONNECTION. (N.INL CLASS CYT. 1.L). ATTACHED PLANS FOR GRADING INFORMATION CONTAINING DRAIN LINES SHALL BE PVC SCH 35 OR ASTM, MINIMUM SLOPE SHALL BE 1.0%. ALL DRAINS THAT ARE EXISTING STORM STRUCTURES SHALL FLOW FROM TO THE TOP OF CROWN OF PIPE IS EQUAL TO OR GREATER THAT THE TOP OF CROWN ON THE FLOW LINE OF THE STRUCTURE. ALL DRAINS SHALL BE PVC SCH 35 OR ASTM, MINIMUM SLOPE SHALL BE 1.0%. ALL DRAINS THAT ARE EXISTING STORM STRUCTURES SHALL FLOW FROM TO THE TOP OF CROWN OF PIPE IS EQUAL TO OR GREATER THAT THE TOP OF CROWN ON THE FLOW LINE OF THE STRUCTURE.

SCALE: 1"=30'

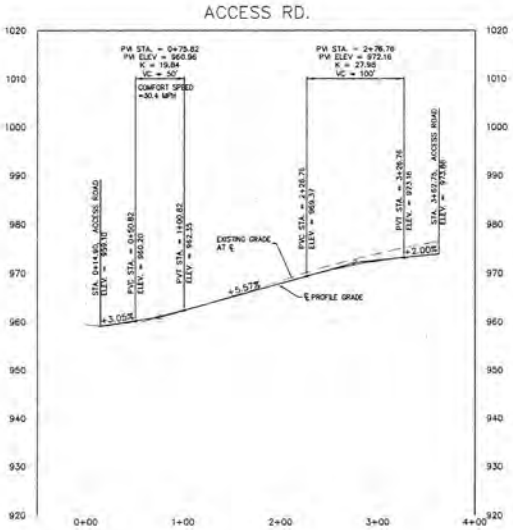
UTILITY PLAN
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

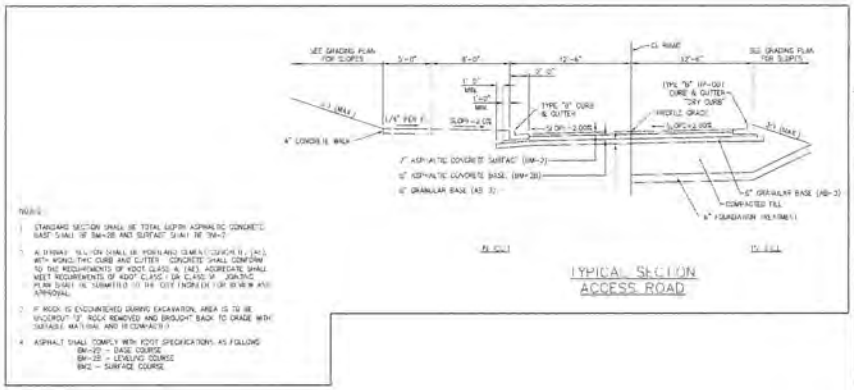
SHEET C3 OF 8





SCALE: 1"=50' HORIZ.
1"=10' VERT.





NOTES:

1. STANDARD SECTION SHALL BE TOTAL DEPTH ASPHALTIC CONCRETE BASE SHALL BE BM-2B AND SURFACE SHALL BE BM-2.
2. ALTERNATE SECTION SHALL BE PORTLAND CEMENT CONCRETE (PCC) WITH MONOLITHIC CURB AND GUTTER. CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF KDOT CLASS A (AE). AGGREGATE SHALL MEET REQUIREMENTS OF KDOT CLASS 1 OR CLASS 2A. JOINTING PLAN SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
3. IF ROCK IS ENCOUNTERED DURING EXCAVATION, AREA IS TO BE UNDERCUT 12" ROCK REMOVED AND BROUGHT BACK TO GRADE WITH SUITABLE MATERIAL AND IS COMPACTED.
4. ASPHALT SHALL COMPLY WITH KDOT SPECIFICATIONS, AS FOLLOWS
   BM-2B – BASE COURSE
   BM-2S – LEVELING COURSE
   BM2 – SURFACE COURSE

TYPICAL SECTION
ACCESS ROAD

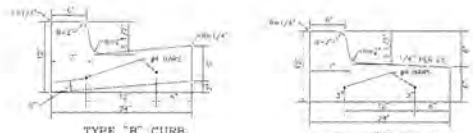
TIMOTHY J. TOOKER
LICENSED
101865
KANSAS
PROFESSIONAL ENGINEER

PEI
PROFESSIONAL ENGINEERS, INC.
8547 Woodsonia
Lenexa, Kansas 66215
Tel: (913) 541-0
Fax: (913) 541-0
www.peiengineers.com

STREET PLAN & PROFILE
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

PROJECT NO.	15-0-0-0	Rev.	Date	Description	By	Ck'd
DATE	2/11/15	1	3-30-15	ACCESS RESIDENTIAL PLANNING (DRAFT)		
DRAWN	JAE					
DESIGNED	JAE					
CHECKED	JCC					
APPROVED	JCC					

SHEET
C4
OF 8



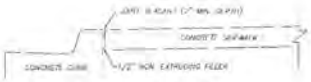
TYPE "B" CURB AND GUTTER

TYPE "B" TIP-OUT CURB AND GUTTER "DRY CURB"

CURB & GUTTER DETAILS

NOTES:

1. EXPANSION JOINTS SHALL BE FORMED BY A ONE-HALF (1/2) INCH THICK PREFORMED JOINT FILLER CUT TO THE CONFIGURATION OF THE FULL SIZE OF THE CURB AND GUTTER SECTION AND BENT AS REQUIRED SO THAT THEY ARE NOT MOVED BY DEPOSITING AND COMPACTING THE CONCRETE. AT THESE JOINTS, THE EDGES OF THESE JOINTS SHALL BE ROUNDED WITH AN EDGING TOOL ONE-EIGHTH (1/8) INCH RADIUS.
2. EXPANSION JOINTS SHALL BE PLACED WHERE CURB AND GUTTER ABUTS OTHER STRUCTURES AND AT ALL POINTS OF TANGENCY OF CURBS. EXPANSION JOINTS SHALL NOT BE SPACED MORE THAN 50 FEET APART ON STRAIGHT RUNS FOR HAND LAID CURB AND GUTTER AND NOT MORE THAN 200 FEET APART FOR MACHINE LAID CURB AND GUTTER PROVIDED 3/4 INCH THICK JOINT FILLER IS USED. ALL JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE CURB AND GUTTER.
3. CONTRACTION JOINTS SHALL BE CONSTRUCTED BY SAWING THROUGH THE CURB AND GUTTER TO A DEPTH OF NOT LESS THAN ONE AND ONE-HALF (1 1/2) INCHES BELOW THE SURFACE AND TO A WIDTH NOT TO EXCEED THREE-EIGHTHS (3/8) INCH OR THEY MAY BE FORMED BY INSERTING A REMOVABLE METAL TEMPLATE IN THE FRESH CONCRETE, OR BY OTHER METHODS APPROVED BY THE ENGINEER. SEALING OF JOINTS IS NOT REQUIRED. CONTRACTION OR CONSTRUCTION JOINTS SHALL BE LOCATED APPROXIMATELY 10 FEET APART.
4. TWO (2) #4 SMOOTH DOWELS SHALL BE USED AT EXPANSION JOINT LOCATIONS. THE DOWELS SHALL BE GREASED AND WRAPPED OR CAPPED WITH PLASTIC EXPANSION TUBES AT ONE END. THE DOWELS SHALL EXTEND THROUGH THE JOINT AND OVER UP THE #4 BARS A MINIMUM OF 6".
5. MEDIAN IS NOT REQUIRED FOR CURB CONSTRUCTION ON A MINIMUM OF 3" ASPHALT.

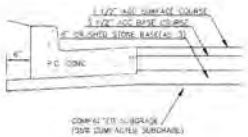


ALL OTHER DETAILS SAME AS SHOWN PER THIS SHEET

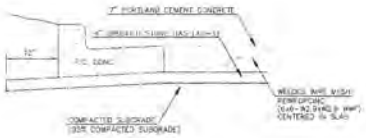
SIDEWALK AT CURB DETAIL

(N) SCALE

STANDARD DUTY ASPHALT PAVING (PARKING ISLES)

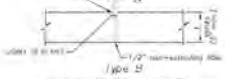


HEAVY DUTY ASPHALT PAVING (DRIVE LANES)



CONCRETE PAVING

NOTE: PROVIDE TOOLED CONTROL JOINTS AND WINDOW FRAMING AT MAXIMUM 5 FOOT CENTER TO CENTER. NO SAWED JOINTS SHALL BE ALLOWED. ALL SIDEWALK SHALL HAVE A BROOMED FINISH.



DESIGNED UNDER SIDEWALKS SHALL BE COMPACTED 6" TO MIN. DENSITY OF 95% OF ASTM D-698 AT A MOISTURE CONTENT BETWEEN OPTIMUM AND PLUS 4% ABOVE OPTIMUM.

SIDEWALK NOTES:

1. CONCRETE SIDEWALK SHALL BE NONREINFORCED UNLESS OTHERWISE SHOWN ON THE PLANS.
2. JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE SIDEWALK AND TO THE DEPTHS INDICATED BELOW.
3. USE NON-EXTRUDING, A MINIMUM OF 1/2" AND SQUARE SHAPE FOR THE "A" CONTRACTION JOINTS. CONTRACTION JOINTS SHALL BE ONE-EIGHTH (1/8") INCH BY ONE (1) INCH DEEP AND SHALL BE FORMED BY TOOLING. TYPE "A" JOINTS SHALL BE PLACED TO MATCH THE WIDTH OF THE SIDEWALK BUT NOT MORE THAN 5 FEET APART.
4. TYPE B EXPANSION JOINTS SHALL BE FORMED BY A ONE-HALF (1/2) INCH THICK PREFORMED JOINT FILLER, EXTENDING THE FULL DEPTH OF THE SLAB, AND SECURED SO THAT THEY ARE NOT MOVED BY DEPOSITING AND COMPACTING THE CONCRETE AT THESE JOINTS.
5. TYPE B EXPANSION JOINTS SHALL BE PLACED AROUND AND BACK AGAINST OTHER STRUCTURES, CURBS, LIGHTING PADS AND OTHER STRUCTURES. EXPANSION JOINTS SHALL NOT BE SPACED MORE THAN 50 FEET APART ON STRAIGHT RUNS.
6. USE NONFOAM CONCRETE THROUGHOUT.
7. KEY ALL CONSTRUCTION JOINTS.

CONCRETE SIDEWALK DETAILS

TIMOTHY J. TOEVER
LICENSED
KANSAS
PROFESSIONAL ENGINEER

PLANNING
ENGINEERING
SURVEYING

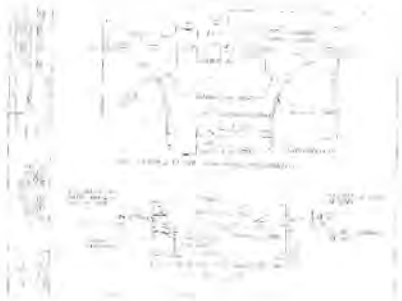
PEI

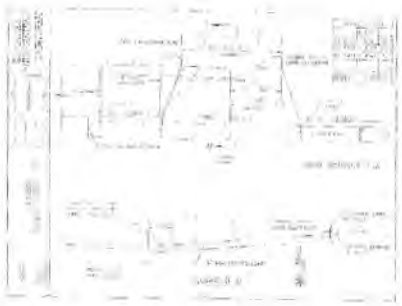
STANDARD DETAILS
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

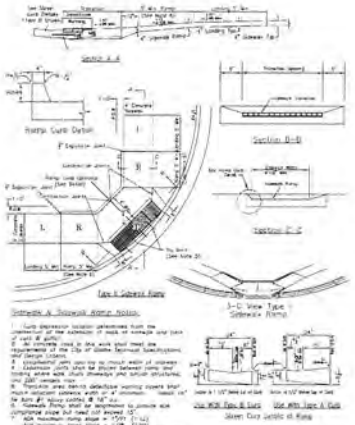
PROJECT NO.	15-0640	No.	Date
DATE	8-24-15	1	9-14-15
DRAWN	JKC		
DESIGNED	JKC		
CHECKED	JKC		
APPROVED	JKC		

No.	Date	Description	By	Ap.
1	9-14-15	ADDED RESIDENTIAL STORAGE (SHEET)	JKC	JKC

SHEET
C5
OF 8

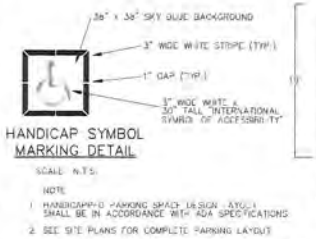






Sidewalk & Ramp Notes

1. Curb depression location determined from the intersection of the extension of back of sidewalk and back of curb @ gutter.
2. All concrete used in this work shall meet the requirements of the City of Olathe Technical Specifications and Design Criteria.
3. Longitudinal joint spacing to match width of sidewalk.
4. Expansion joints shall be placed between curb and footing where wide flat sidewalks and which structures are 200' centers max.
5. Truncated area form to detectable warning panels shall match adjacent sidewalk width or 4' minimum. Install 24" for form @ epoxy coated @ 18" o.c.
6. Sidewalk ramp shall be constructed to provide sufficient slope and need not exceed 15'.
   Max maximum ramp slope = 1:12 (7.1%)
   Max maximum cross slope = 2.0% (1:50)
7. See Detectable Warning detail sheet for the installation requirements. (Detail 21 Sh)
8. Tree code inspections shall be 2' in length.

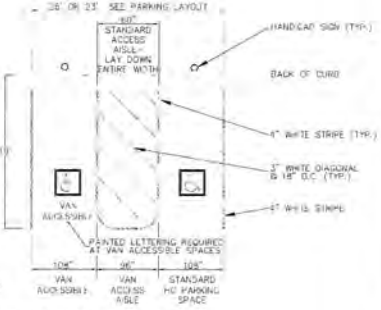


HANDICAP SYMBOL MARKING DETAIL

SCALE: N.T.S.

NOTE

1. HANDICAPPED PARKING SPACE DESIGN LAYOUT SHALL BE IN ACCORDANCE WITH ADA SPECIFICATIONS
2. SEE SITE PLANS FOR COMPLETE PARKING LAYOUT



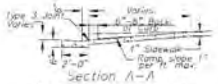
HANDICAPPED PARKING SPACE DETAIL

SCALE: N.T.S.

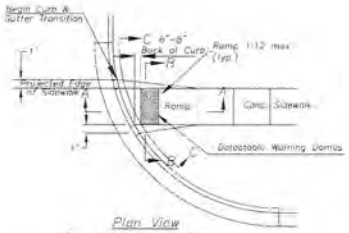
GENERAL NOTES

1. ALL PAVEMENT MARKINGS SHALL BE APPLIED BY A QUALIFIED CONTRACTOR HAVING A MINIMUM 3 YEARS EXPERIENCE IN TRAFFIC GRADE PAVEMENT MARKING APPLICATIONS.
2. PAINT SHALL BE A NON-BLEEDING, QUICK-DRYING, ALKYD PETROLEUM BASE PAINT SUITABLE FOR TRAFFIC-BEARING SURFACE AND SHALL MEET FS 111-B&E AND USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS BEFORE APPLICATION.
3. SWEEP AND CLEAN SURFACE TO ELIMINATE LOOSE MATERIAL AND DUST.
4. APPLY TWO (2) COATS OF PAINT AT MANUFACTURER RECOMMENDED RATE WITHOUT THE ADDITION OF THINNER, WITH A MAXIMUM OF 100 SQUARE FEET PER GALLON. APPLY WITH MECHANICAL EQUIPMENT TO PRODUCE UNIFORM STRAIGHT EDGES. AT SIDEWALK, CURBS, AND CROSSWALKS USE A STRAIGHTEDGE TO ENSURE A UNIFORM, CLEAN AND STRAIGHT STRIPE.
5. THE FOLLOWING ITEMS SHALL BE PAINTED WITH THE COLORS NOTED BELOW:
   A. HANDICAP SYMBOLS: SEE DETAIL THIS SHEET
   B. PARKING STALL STRIPING: WHITE

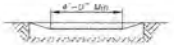
3-D View Type A Sidewalk Ramp



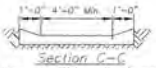
Section A-A
Type A Sidewalk Ramp



Plan View
Type A Sidewalk Ramp



Section B-B
Type A Sidewalk Ramp

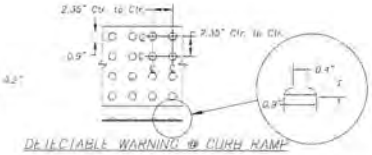


Section C-C
Type A Sidewalk Ramp

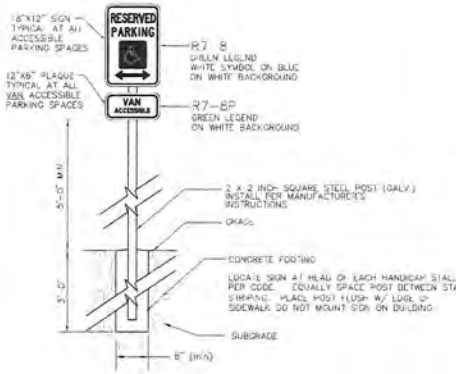
Note: Curb may vary with the type of curb required.

NOTES

1. Surface texture shall be a coarse broom finish, transverse to the slope of the ramp.
2. The sidewalk shall have a coarse-textured, wood float, and broom finish, with picture frame edge.
3. Detectable Warning Shall be Brick Red in Color.



DETECTABLE WARNING @ CURB RAMP



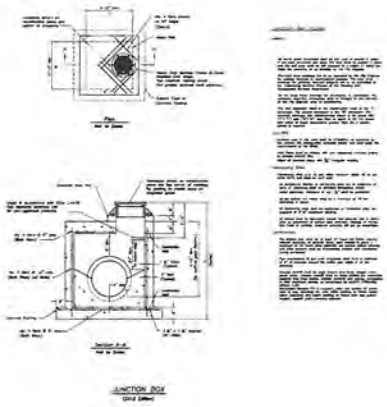
HANDICAPPED SIGN DETAIL

STANDARD DETAILS

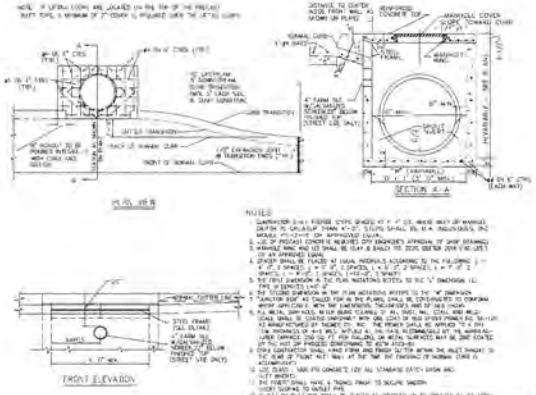
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

PROJECT NO.	170040	NO.	DATE	REVISIONS	BY	CHK
CALC.	JAC	1	5-24-18	ADD WESTERN STRIPE DWG	JAC	TJT
DRAWN	JAC					
REVIEWED	JAC					
DATE	5-24-18					
APPROVED	JAC					

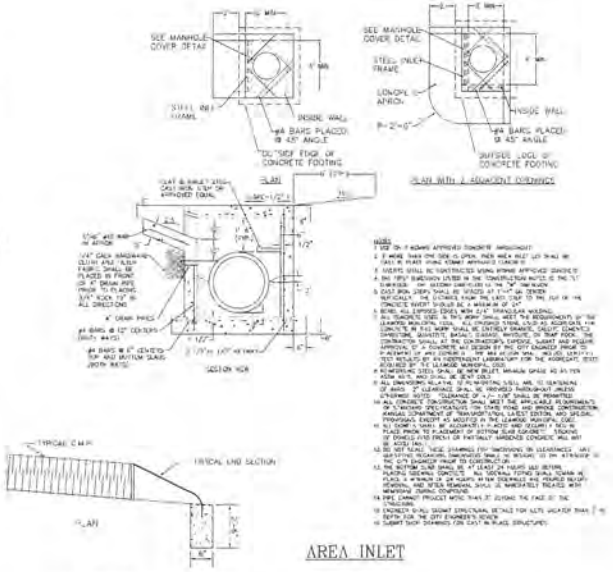
SHEET
C6
OF 8



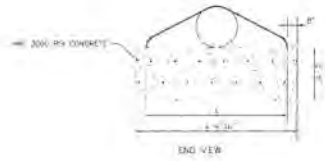
STANDARD
STORM SEWER
PRECAST JUNCTION BOX



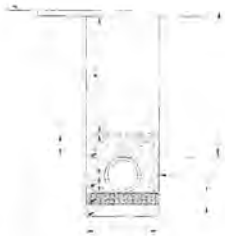
STANDARD CURB
INLET



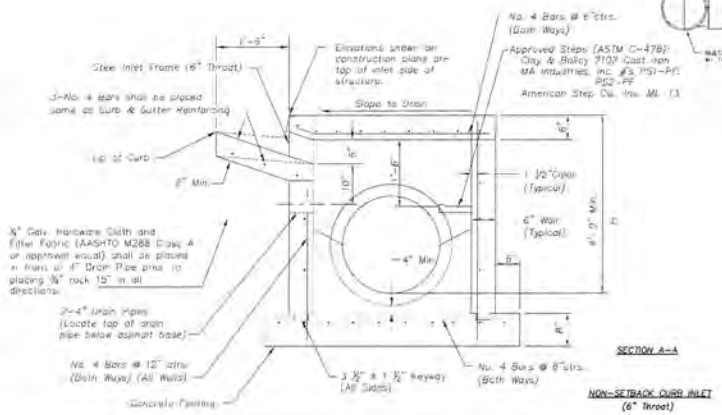
AREA INLET



TYPICAL END
SECTION DETAIL

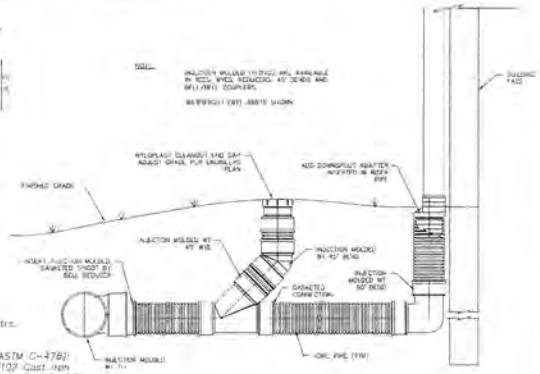


HDPE INSTALLATION DETAIL



SECTION A-A

NON-SETBACK CURB INLET
(6" Throat)



ROOF DRAIN CONNECTION
DETAIL

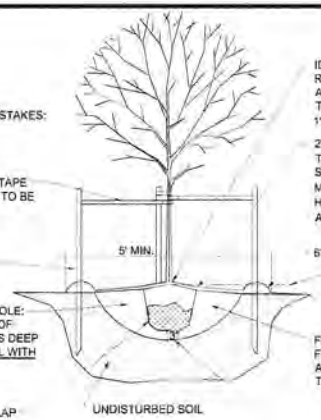
STANDARD DETAILS
LEGACY SENIOR RESIDENCES
N. 155th STREET & PARALLEL ROAD
BASEHOR, KANSAS

SHEET
C7
OF 8

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE
	16	Acer miyabei 'State Street' / Miyabe Maple	B & B	2"Cal	
	7	Acer rubrum 'Red Point' / Red Point Red Maple	B & B	2"Cal	
	4	Acer saccharum 'Warren Red' / Fall Fiesta Sugar Maple	B & B	2"Cal	
	3	Amelanchier canadensis 'Autumn Brilliance' / Autumn Brilliance Serviceberry Multi-Stem	B & B		6' hgt.
	11	Betula nigra 'Heritage' / Heritage River Birch Single Stem	B & B	2"Cal	
	11	Hydrangea macrophylla / Seven Sons Flower Multi Stem	5' hgt.		
	5	Juniperus virginiana / Hillspire / Hillspire Juniper	B & B		9' hgt.
	4	Koelreuteria paniculata / Golden Rain Tree	B & B	1.5"Cal	
	2	Nyssa sylvatica / Black Gum	B & B	2"Cal	
	4	Populus tremuloides / Quaking Aspen 3 Stem Clump w/ 1@1.5" cal.	B & B	1.5"Cal	
	11	Quercus shumardii / Emerald Red Oak	B & B	2"Cal	

See sheet L-2 for shrub species and quantities



TREE PLANTING DETAIL

NO SCALE

Landscape Requirements:

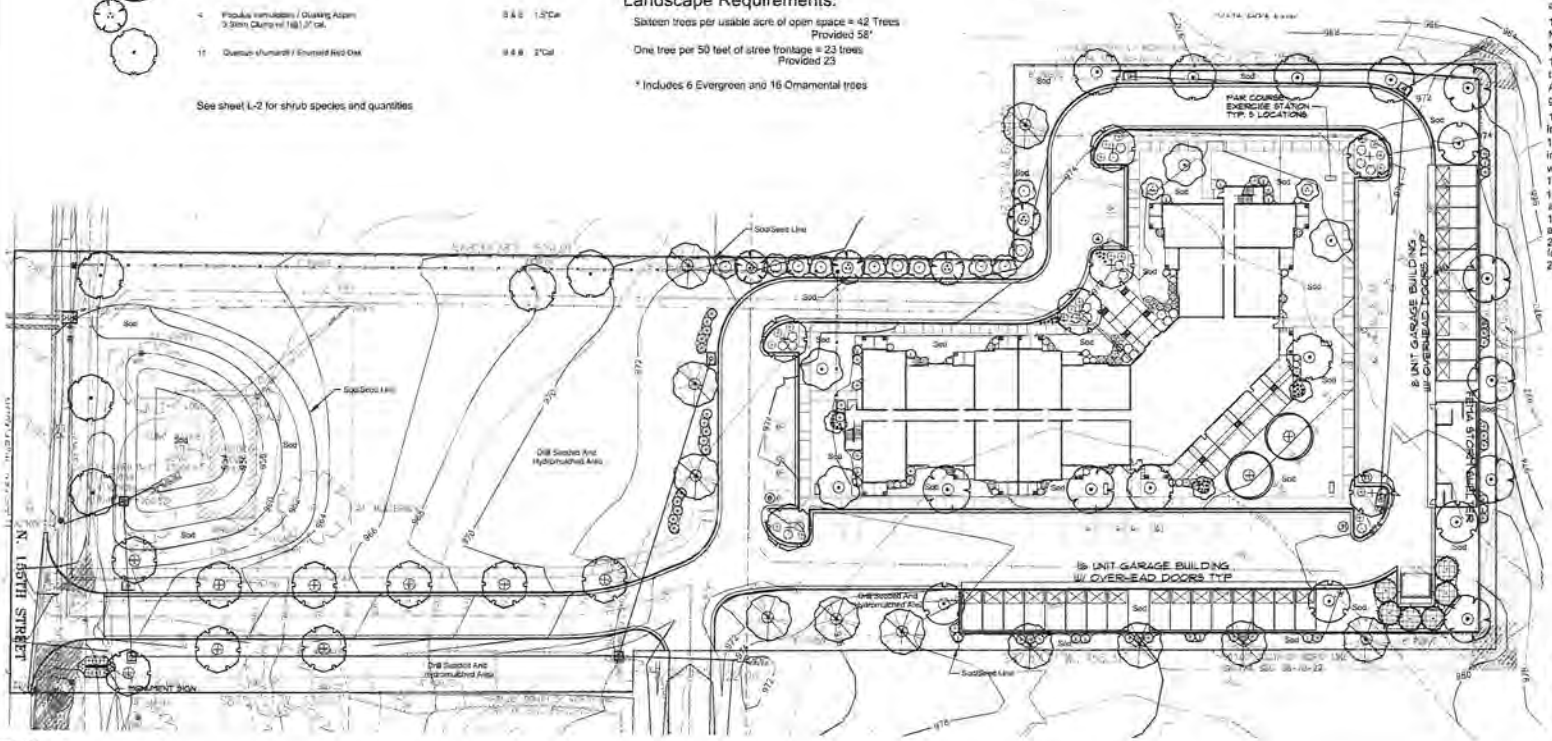
Sixteen trees per usable acre of open space = 42 Trees
Provided 58*

One tree per 50 feet of stree frontage = 23 trees
Provided 23

* Includes 6 Evergreen and 16 Ornamental trees

General Landscape Notes:

1. Contractor shall verify the existence and location of all utilities before starting any work.
2. Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.
3. Contractor shall make no substitutions without the approval of the Landscape Architect.
4. Contractor shall stake layout plan in the field and shall have the layout approved by the Landscape Architect before proceeding with the installation.
5. All shrub beds within lawn areas shall receive a trenched edge.
6. Typical shrub beds shall be mulched with 3" of Dyed Brown Shredded hardwood mulch over a felt type soil separator fabric.
7. All shrub beds shall be treated with the pre-emergent herbicide Pre M 60 DG (granular) or an approved equal in accordance with the manufacturer's instructions.
8. All disturbed areas shall be fertilized and sodded or seeded with a Turf-Type Tall Fescue grass seed blend including public ROW as noted on plan. See note #21 for seeded areas.
9. Fertilizer for lawns, trees and container stock areas shall be per written specifications applied at rates per manufacturers recommendations and soil test results.
10. Contractor shall warranty all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner.
11. Any plant material which dies during the one year warranty period shall be replaced by the contractor during normal planting seasons.
12. Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner. After initial acceptance, maintenance shall be by the owner.
13. All plant names on the plant list conform to the Standardized Plant Names prepared by the American Joint Committee on Horticultural Nomenclature or to names generally accepted in the nursery trade.
14. All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurseryman, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.
15. Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than the specified sizes be accepted.
16. Plants shall not be pruned prior to delivery to the site or after installation except for those branches that have been damaged in some way.
17. Plants shall not have name tags removed prior to final inspection.
18. Contractor shall be responsible for weed control on the project during and after construction until the project is turned over to the owner.
19. All plantings shall receive a commercial transplant additive per specifications and per manufacturers recommended rates and instructions for application.
20. Set Aspen trees in mounded positions. See Landscape Architect for further discussion.
21. Seeded areas shall be drill seeded and hydromulched per written specifications.



SIGHT TRIANGLE 25'X70'

0 30 60
SCALE 1"= 30'

Landscape Plan

Legacy Senior Residences

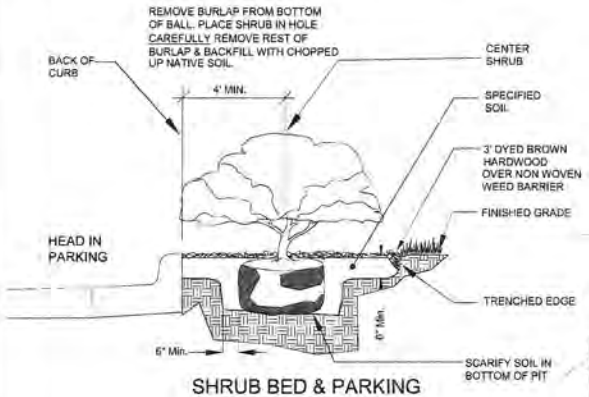
Basehor, Kansas

Oppermann LandDesign, LLC
Land Planning Landscape Architecture

8 26 2015

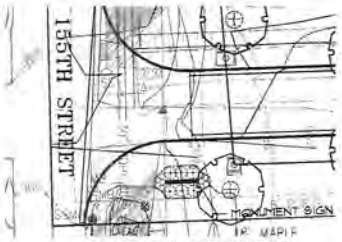
Utility Note:

Utilities shown on plan are diagrammatic and some may be missing. Before starting any construction call appropriate locating service. In Kansas call 1-800-DIG-SAFE (344-7233) to have utilities located.



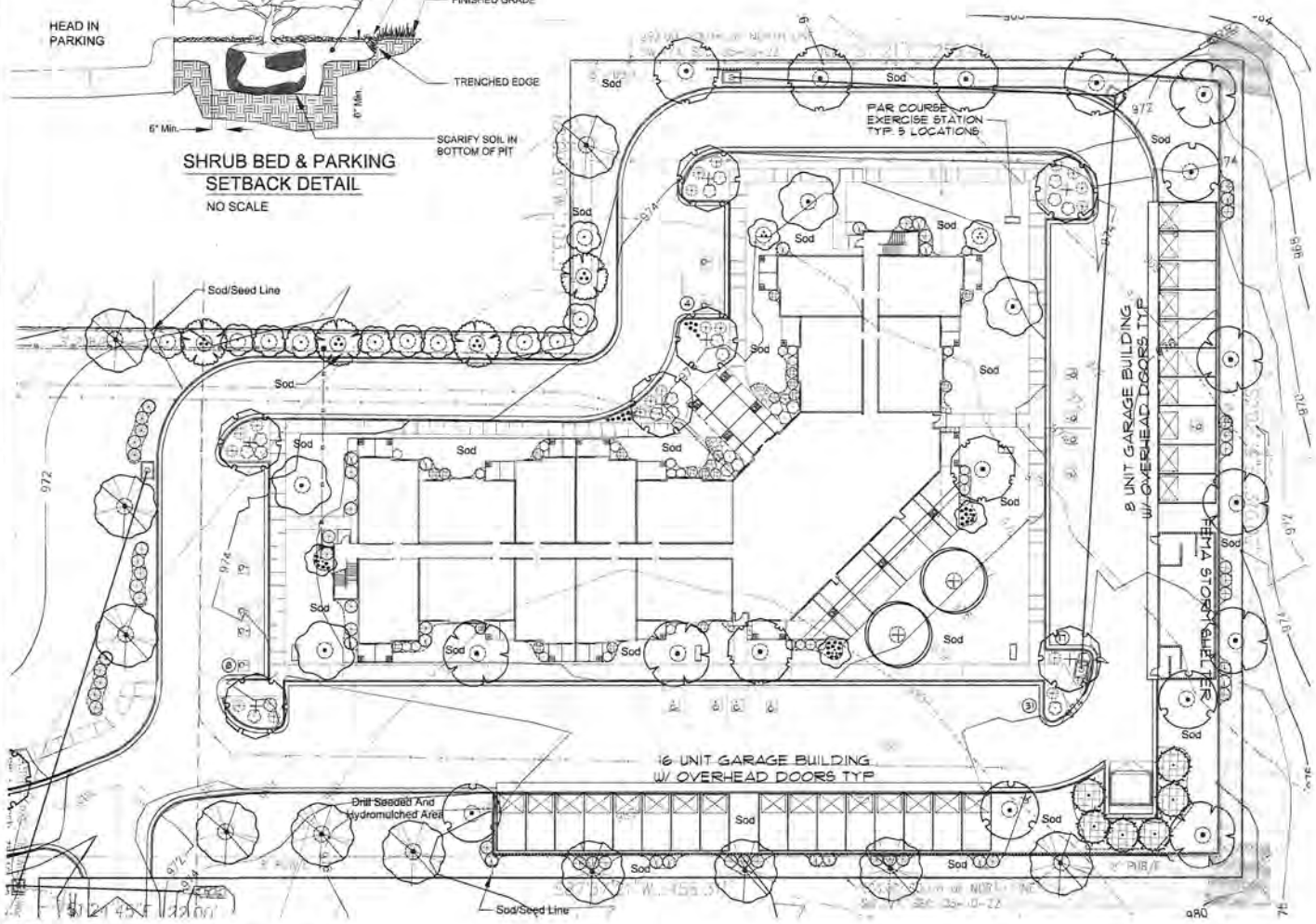
SHRUB BED & PARKING SETBACK DETAIL

NO SCALE



MONUMENT PLANTING

SCALE 1"=20'



PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT
	18	Callicarpa dichotoma 'Early Amethyst' / Bloomybeary 18" hgt. & sp.	3 gal
	21	Hypericum frondosum 'Sunburst' / Sunburst hypericum 18"-24" hgt. & sp.	2 gal
	45	Juniperus chinensis 'Sea Green' / Sea Green Juniper 24"-30" hgt. & sp.	3 gal
	26	Juniperus virginiana 'Grey Owl' / Grey Owl Juniper 24" sp.	3 gal
	18	Physocarpus opulifolius 'Center Glow' / Center Glow Ninebark 24"-30" hgt. & sp.	3 gal
	17	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac 18"-24" hgt. & sp.	3 gal
	8	Rhus typhina 'Tiger Eyes' / 'Tiger Eyes Sumac 24"-30" hgt. & sp.	3 gal
	12	Sedum spectabile 'Autumn Fire' / Showy Stonecrop 15"-18" hgt. & sp.	1 gal
	9	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Spiraea 18"-24" hgt.	3 gal
	4	Spiraea x bumalda 'Gold Flame' / Gold Flame Spirea 18"-24" hgt.	3 gal
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	CONT
	38	Ceratostigma plumbaginoides 'Blue Plumbago' / Blue Plumbago	1 gal
GRASSES	QTY	BOTANICAL NAME / COMMON NAME	CONT
	34	Calamagrostis acutiflora 'Karl Foerster' / Feather Reed Grass 15"-18" hgt.	1 gal

See sheet L-1 for tree species and quantities

0 20 40
SCALE 1"= 20'

Landscape Plan

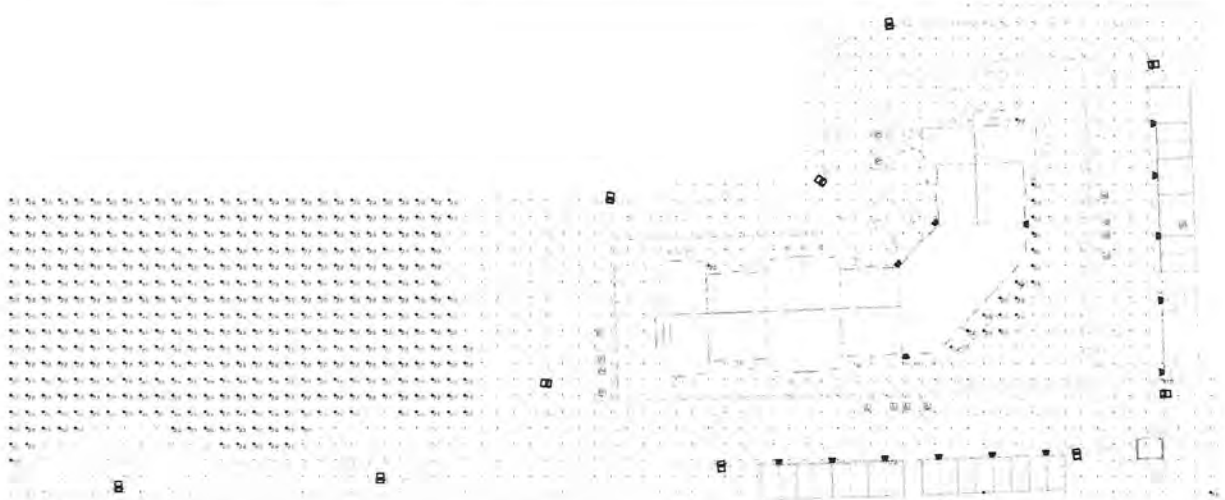
Legacy Senior Residences

Basehor, Kansas

Oppermann LandDesign, LLC
Land Planning ◆ Landscape Architecture
16990 West 117th Street
Olathe, Kansas 66061
oppermannlandesign.com
(913) 894-9422

8-26-2015

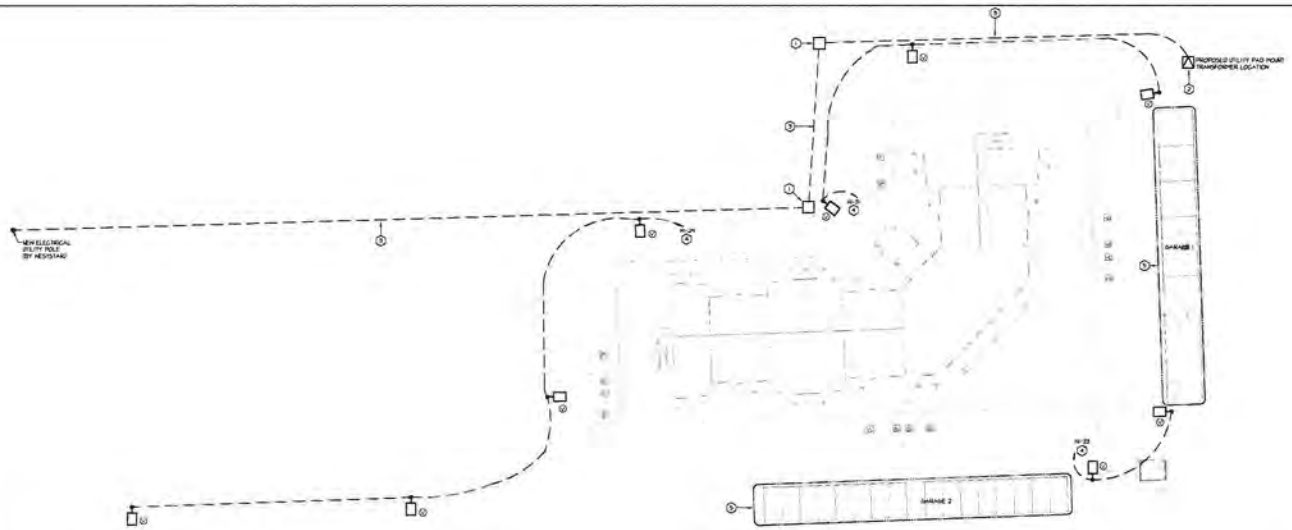
Utility Note:
Utilities shown on plan are diagrammatic and some may be missing. Before starting any construction call appropriate locating service. In Kansas call 1-800-DIG-SAFE (344-7233) to have utilities located.



ELECTRICAL PHOTOMETRIC PLAN

SCALE: 1" = 30'-0"

NORTH



ELECTRICAL SITE PLAN

SCALE: 1" = 30'-0"

NORTH

GENERAL NOTES:

A. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND INDICATE THE GENERAL EXTENT OF THE WORK. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL PULL BOXES, JUNCTION BOXES AND INCIDENTAL MATERIALS AND LABOR FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM.
B. ELECTRICAL CONTRACTOR SHALL DERATE CONDUCTORS AS REQUIRED BY THE N.E.C. WHEN GROUPED IN COMMON RACEWAYS.
C. PROVIDE FIRESTOPPING ON CONDUITS PASSING THROUGH FIRE RATED WALLS AND FLOORS. COORDINATE LOCATION AND RATINGS OF WALLS WITH ARCHITECTURAL DRAWINGS.
D. COORDINATE THE EXACT ELECTRICAL EQUIPMENT LOCATIONS WITH CIVIL DRAWINGS AND WESTAR PRIOR TO INSTALLATION.
E. ALL WIRES RUN BELOW GARAGE IN CONCRETE THAT IS IN DIRECT CONTACT WITH THE EARTH OR MASONRY THAT IS IN DIRECT CONTACT WITH THE EARTH SHALL BE WET LOCATION LISTED.
F. REFERENCE ELECTRICAL RISER FOR ADDITIONAL INFORMATION ABOUT ELECTRICAL SERVICE EQUIPMENT.
G. CONTRACTOR SHALL PROVIDE ALL CONCRETE PADS FOR TRANSFORMERS AND SWITCHGEAR PER WESTAR REQUIREMENTS. COORDINATE FINAL LOCATIONS WITH WESTAR PRIOR TO INSTALLATION.
H. TRANSFORMER LOCATIONS, SWITCHGEAR LOCATIONS, PULLBOXES, AND CABLE ROUTING SHOWN ARE APPROXIMATE. COORDINATE EXACT REQUIREMENTS, LOCATIONS AND ROUTING WITH CIVIL DRAWINGS, STRUCTURAL DRAWINGS AND WESTAR PRIOR TO INSTALLATION. ROUTING SHALL BE LOCATED IN GREENSPACE IN FRONT OF BUILDINGS AND SHALL NOT RUN UNDER BUILDING.
I. COORDINATE ROUTING OF TELEPHONE AND CATV SERVICES WITH VERIZON UTILITY COMPANIES.
J. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ROUTING AND PRIMARY CABLE TIE-IN LOCATION AND REQUIREMENTS WITH WESTAR PRIOR TO INSTALLATION.
K. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR TRENCHING AND BACKFILLING PER WESTAR REQUIREMENTS.

PLAN NOTES:

1. PRIMARY SWITCH BY WESTAR. PROVIDE CONCRETE PAD AND PIERS PER WESTAR STANDARDS. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH WESTAR PRIOR TO INSTALLATION.
2. PAD MOUNTED TRANSFORMER. PROVIDE PAD AND PIERS PER WESTAR STANDARDS. COORDINATE EXACT LOCATION WITH WESTAR PRIOR TO INSTALLATION. AS A MINIMUM MAINTAIN 48" MINIMUM AROUND TRANSFORMER AND AWAY FROM BUILDING, STRUCTURES AND EQUIPMENT. MAINTAIN CODE REQUIRED WORKING CLEARANCE IN FRONT OF TRANSFORMER ACCORDING THE THE NEC. COORDINATE EXACT CLEARANCE REQUIREMENTS WITH WESTAR PRIOR TO INSTALLATION.
3. PROVIDE 4" SCHEDULE 40 PVC MINIMUM 48" BELOW GRADE WITH MINIMUM 36" RADIUS BENDS PER WESTAR STANDARDS. COORDINATE REQUIREMENTS WITH WESTAR PRIOR TO INSTALLATION. (TYPICAL ALL PRIMARY CONDUIT). FIBERS ROUTING IS SHOWN APPROXIMATE. COORDINATE WITH CIVIL AND MECHANICAL DRAWINGS AND OTHER UTILITIES PRIOR TO INSTALLATION. REFER TO RISER DIAGRAMS FOR ELECTRICAL REQUIREMENTS.
4. CIRCUIT VIA LIGHTING CONTACTOR C1 LOCATED IN ELECTRICAL ROOM FIRST FLOOR.
5. REFER TO GARAGE ENLARGED PLANS SHEET E4.3 FOR LIGHTING FIXTURE LOCATIONS.

Greenfield
DEVELOPMENT SERVICES LLC

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

ROBERT W. ENGEL AND
ASSOCIATES, ARCHITECTS
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email RWEArchitects@RWEArchitects.com

No.	Date	Revisions Description

Project Number: 0513
Date: 2015
Drawn By: RWE
Checked By: RWE
Sheet Name: ELECTRICAL SITE PLAN

E1.1

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McGraw-Edison

DESCRIPTION

The Impact Elite family of wall luminaires is the ideal complement to site design. Incorporating modular LightBAR™ technology, the Impact Elite luminaire provides outstanding uniformity and energy-conscious illumination. Combined with a rugged construction, the Impact Elite luminaire is the ideal facade and security luminaire for zones surrounding schools, office complexes, apartments and recreational facilities. UL/cUL listed for wet locations.

Catalog #	IST-E02-LED-E1-BL4	Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction
Heavy-wall, die-cast aluminum housing and removable hinged door frame for precise tolerance control and repeatability. Hinged door inset for clean mating with housing surface and secured via two captive fasteners. Optional tamper-resistant Torx™ head fasteners offer vandal resistant access to the electrical chamber.

Optics
Choice of six patented, high-efficiency AccuLED Optics™ distributions. Optics are precisely designed to shape the light output, maximizing efficiency and application spacing. AccuLED Optics technology creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K CCT, 5000K CCT and 5700K CCT.

Electrical
LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less than 20% harmonic distortion, and are suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightBARs feature an IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Emergency egress options for -20°C ambient environments and occupancy sensor available.

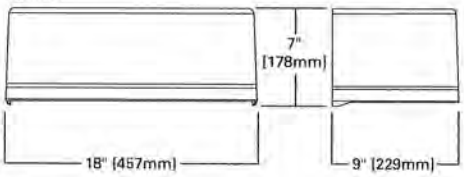
Mounting
Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws concealed but accessible from bottom of fixture.

Finish
Cast components finished in a five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

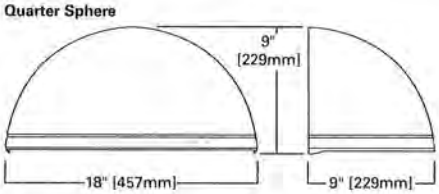
Warranty
Five-year warranty.

DIMENSIONS

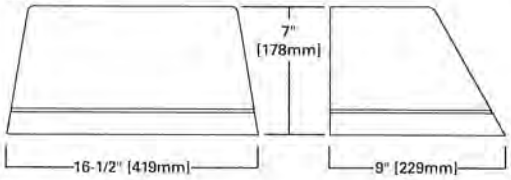
Cylinder



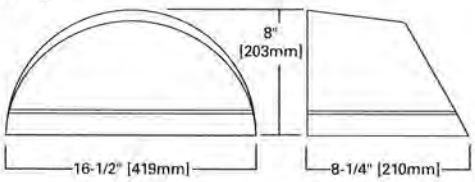
Quarter Sphere



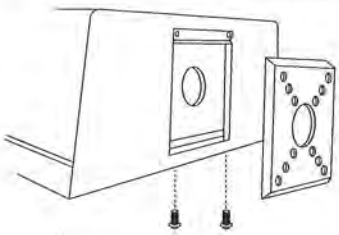
Trapezoid



Wedge



HOOK-N-LOCK MOUNTING



ISC/ISS/IST/ISW
IMPACT ELITE LED

1 - 2 LightBARs
Solid State LED

WALL MOUNT LUMINAIRE

CERTIFICATION DATA
UL/cUL Listed
LM79 / LM80 Compliant
IP66 LightBARs
ISO 9001
DesignLights Consortium® Qualified*

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V/50 & 60Hz, 347V/60Hz, 480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

SHIPPING DATA
Approximate Net Weight:
18 lbs. (8 kgs.)

EATON
Powering Business Worldwide

*www.designlights.org

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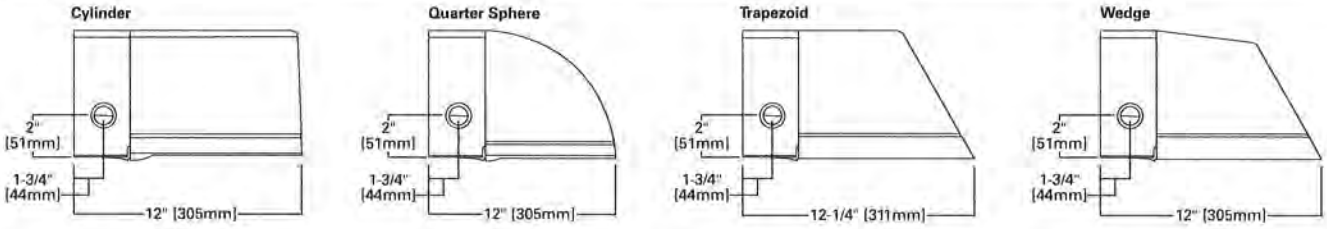
THRUWAY BACK BOX



POWER AND LUMENS BY BAR COUNT

Number of LightBARs		E01	E02	F01	F02
		21 LED LightBAR		7 LED LightBAR	
Drive Current		350mA		1A	
Power (Watts)	120-277V	25W	47W	26W	50W
Current (A)	120V	0.22	0.40	0.22	0.42
	277V	0.10	0.18	0.10	0.19
Power (Watts)	347V or 480V	31W	52W	32W	55W
Current (A)	347V	0.11	0.16	0.11	0.17
	480V	0.16	0.18	0.16	0.18
Optics					
BL2	Lumens	2,738	5,476	2,260	4,521
	Bug Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1
BL3	Lumens	2,702	5,405	2,231	4,462
	Bug Rating	B1-U0-G1	B1-U0-G2	B1-U0-G1	B1-U0-G1
BL4	Lumens	2,613	5,225	2,157	4,313
	Bug Rating	B1-U0-G1	B1-U0-G2	B1-U0-G1	B1-U0-G1
GZW	Lumens	2,785	5,570	2,299	4,598
	Bug Rating	B2-U0-G2	B3-U0-G3	B1-U0-G1	B2-U0-G2
SLR/SLL	Lumens	2,435	4,869	2,010	4,020
	Bug Rating	B1-U0-G1	B1-U0-G2	B1-U0-G1	B1-U0-G2

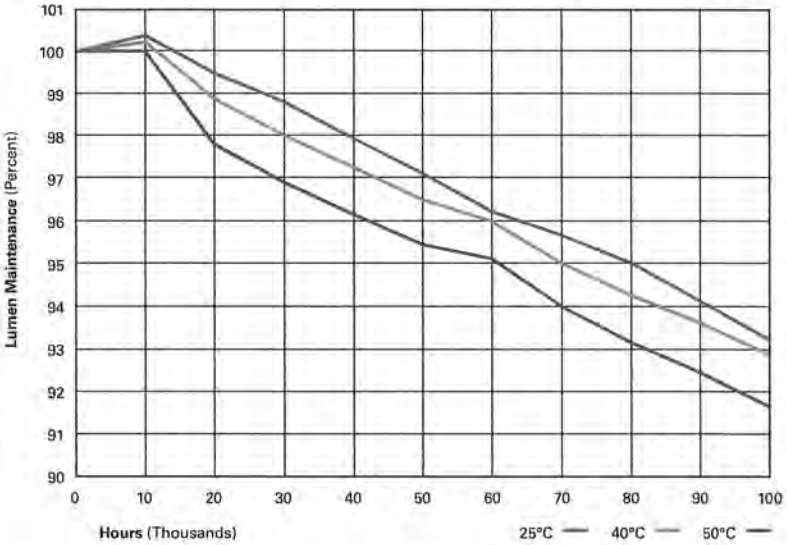
LUMEN MAINTENANCE

Ambient Temperature	25,000 Hours*	50,000 Hours*	60,000 Hours*	100,000 Hours	Theoretical L70 (Hours)
25°C	> 99%	> 97%	> 96%	> 93%	> 450,000
40°C	> 98%	> 97%	> 96%	> 92%	> 425,000
50°C	> 97%	> 96%	> 95%	> 91%	> 400,000

* Per IESNA TM-21 data.

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99



ORDERING INFORMATION

Sample Number: ISC-E02-LED-E1-BL3-GM

Product Family [1]	Number of LightBARs [2,3]	Lamp Type	Voltage	Distribution	Color [5]
ISC=Impact Elite LED Small Cylinder **ISS**=Impact Elite LED Small Quarter Sphere **IST**=Impact Elite LED Small Trapezoid **ISW**=Impact Elite LED Small Wedge	**E01**=(1) 21 LED LightBAR **E02**=(2) 21 LED LightBARs **F01**=(1) 7 LED LightBAR **F02**=(2) 7 LED LightBARs	**LED**=Solid State Light Emitting Diodes	**E1**=Electronic (120-277V) **347**=347V **480**=480V [4]	**BL2**=Type II w/Back Light Control **BL3**=Type III w/Back Light Control **BL4**=Type IV w/Back Light Control **GZW**=Wall Grazer Wide **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)	Accessories (Order Separately) [11]
2L=Two Circuits [6] **7030**=70 CRI / 3000K CCT [7] **7050**=70 CRI / 5000K CCT [7] **7060**=70 CRI / 5700K CCT [7] **8030**=80 CRI / 3000K CCT [7] **P**=Button Type Photocontrol (Available in 120, 208, 240 or 277V. Must Specify Voltage) **OSB**=Occupancy Sensor with Back Box (Specify 120V or 277V) [8] **BBB-XX**=Battery Pack with Back Box (Specify 120V or 277V) [9] **CWB-XX**=Cold Weather Battery Pack with Back Box (Specify 120V or 277V) [10] **DIM**=0-10V Dimming Drivers **LCF**=LightBAR Cover Plate Matches Housing Finish **ULG**=Uplight Glow **TR**=Tamper Resistant Hardware	**MA1253**=10kV Circuit Module Replacement **MA1254-XX**=Thruway Back Box - Impact Elite Trapezoid **MA1255-XX**=Thruway Back Box - Impact Elite Cylinder **MA1256-XX**=Thruway Back Box - Impact Elite Quarter Sphere **MA1257-XX**=Thruway Back Box - Impact Elite Wedge

NOTES:
1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Standard 4000K CCT and greater than 70 CRI. LightBARs for downlight use only.
3. 21 LED LightBAR powered by 350mA and 7 LED LightBAR powered by 1A.
4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
5. Custom and RAL color matching available upon request. Consult your lighting representative at Eaton for more information.
6. Low-level output varies by bar count. Consult factory. Not available with 347V or 480V. Available with two bars (E02 or F02) only.
7. Extended lead times apply.
8. Available with E02 or F02, only one bar on street side will be wired to sensor. Time delay factory setting 15-minutes. When ordered with PC option, both bars are connected to photocontrol as primary switching means. Standard sensor lens covers 8' mounting height, 360° coverage, maximum 48' diameter. Not available in all configurations or with BBB or CWB options.
9. Specify 120V or 277V. LED standard integral battery pack is rated for minimum operating temperature 32°F (0°C). Operates one bar for 90-minutes. Not available in all configurations or with OSB option. Consult factory.
10. Specify 120V or 277V. LED cold weather integral battery pack is rated for minimum operating temperature -4°F (-20°C). Operates one bar for 90-minutes. Not available in all configurations or with OSB option. Consult factory.
11. Replace XX with color suffix.

Powering Business Worldwide

Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Specifications and dimensions subject to change without notice

McGraw-Edison

DESCRIPTION

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated.

Catalog #	GLEON-AE-04-LED-E1-SL3	Type
Project		
Comments	20FT POLE	Date
Prepared by		

SPECIFICATION FEATURES

Construction
Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

Optics
Choice of 16 patented, high-efficiency AccuLED Optics. The optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 6000K CCT and 3000K CCT. For the ultimate level of spill light control, an optional house side shield accessory can be field or factory installed. The house side shield is designed to seamlessly integrate with the SL2, SL3, SL4 or AFL optics.

Electrical
LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 530mA and 700mA drive currents.

Mounting
Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during assembly. Designed for pole or wall mounting. When mounting two or more luminaires at 90° or 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table on page 3. Round pole top adapter included. For wall mounting, specify wall mount bracket option. 3G vibration rated.

Finish
Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

Warranty
Five-year warranty.

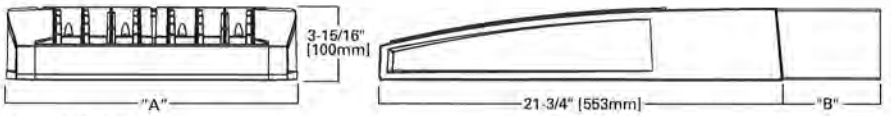
GLEON
GALLEON LED

1-10 Light Squares
Solid State LED

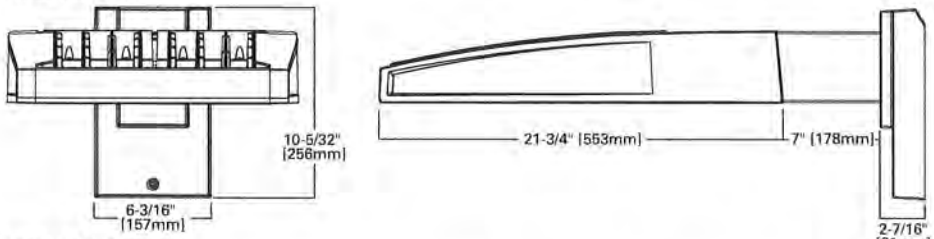
AREA/SITE LUMINAIRE

DIMENSIONS

POLE MOUNT



WALL MOUNT



DIMENSION DATA

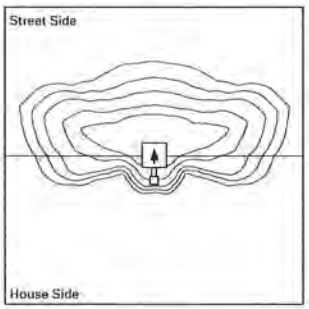
Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length [1]	Weight with Arm (lbs.)	EPA with Arm [2] (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	33 (15.0 kgs.)	0.96
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	63 (28.6 kgs.)	1.12

NOTES: 1 Extended arm option may be required when mounting two or more fixtures per pole at 90° or 120°. Refer to arm mounting requirement table. **2** EPA calculated with optional arm length.

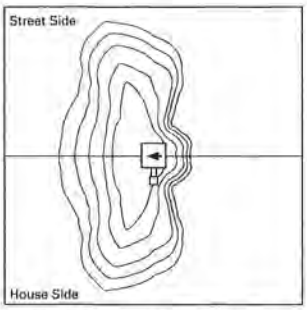
CERTIFICATION DATA
UL/cUL Wet Location Listed
ISO 9001
LM79 / LM80 Compliant
3G Vibration Rated
IP66 Rated
DesignLights Consortium® Qualified*

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120V-277V 50/60Hz
347V & 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature
50°C Max. Temperature (HA Option)

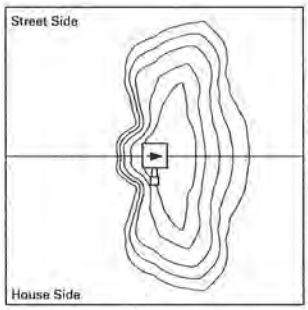
OPTIC ORIENTATION



Standard



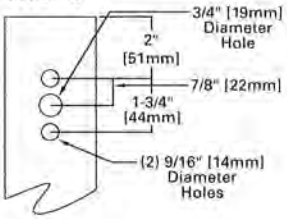
Optics Rotated Left @ 90° [L90]



Optics Rotated Right @ 90° [R90]

DRILLING PATTERN

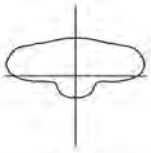
TYPE "N"



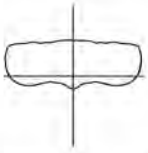
OPTICAL DISTRIBUTIONS

Asymmetric Area Distributions

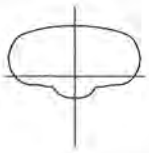
T2 (Type II)



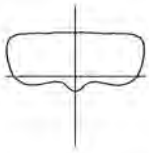
SL2 (Type II with Spill Control)



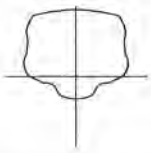
T3 (Type III)



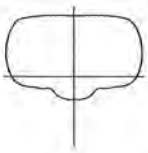
SL3 (Type III with Spill Control)



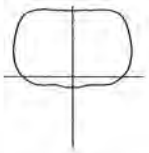
T4FT (Type IV Forward Throw)



T4W (Type IV Wide)

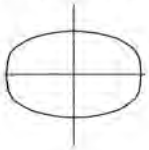


SL4 (Type IV with Spill Control)

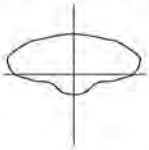


Asymmetric Roadway Distributions

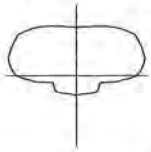
RW (Rectangular Wide Type I)



T2R (Type II Roadway)

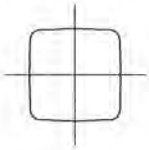


T3R (Type III Roadway)

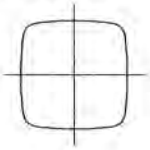


Symmertric Distributions

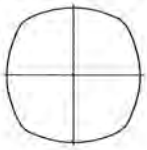
5NQ (Type V Square Narrow)



5MQ (Type V Square Medium)

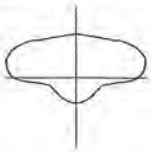


5WQ (Type V Square Wide)

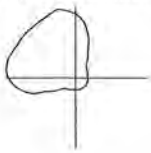


Specialized Distributions

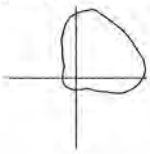
AFL (Automotive Frontline)



SLL (90° Spill Light Eliminator Left)



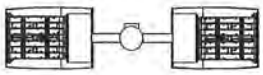
SLR (90° Spill Light Eliminator Right)



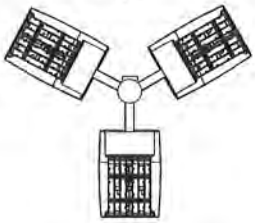
ARM MOUNTING REQUIREMENTS

Configuration	90° Apart	120° Apart
GLEON-AE-01	7" Arm (Standard)	7" Arm (Standard)
GLEON-AE-02	7" Arm (Standard)	7" Arm (Standard)
GLEON-AE-03	7" Arm (Standard)	7" Arm (Standard)
GLEON-AE-04	7" Arm (Standard)	7" Arm (Standard)
GLEON-AE-05	10" Extended Arm (Required)	7" Arm (Standard)
GLEON-AE-06	10" Extended Arm (Required)	7" Arm (Standard)
GLEON-AE-07	13" Extended Arm (Required)	13" Extended Arm (Required)
GLEON-AE-08	13" Extended Arm (Required)	13" Extended Arm (Required)
GLEON-AE-09	16" Extended Arm (Required)	16" Extended Arm (Required)
GLEON-AE-10	16" Extended Arm (Required)	16" Extended Arm (Required)

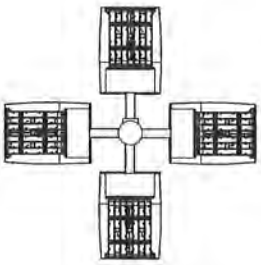
2 @ 180°



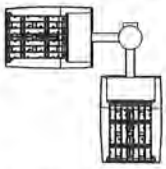
Triple[1]



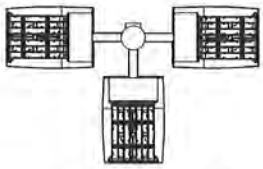
4 @ 90°



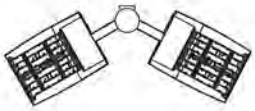
2 @ 90°



Triple[2]



2 @ 120°



NOTES: 1 Round poles are 3 @ 120°. Square poles are 3 @ 90°. **2** Round poles are 3 @ 90°.

Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Powering Business Worldwide

Specifications and dimensions subject to change without notice.

NOMINAL POWER AND LUMENS (1A)

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Drive Current		1A	1A	1A	1A	1A	1A	1A	1A	1A	1A
Nominal Power (Watts)		56	107	157	213	264	315	370	421	475	528
Input Current @ 120V (A)		0.47	0.90	1.31	1.79	2.21	2.64	3.09	3.51	3.96	4.41
Input Current @ 208V (A)		0.28	0.51	0.74	1.02	1.25	1.48	1.76	1.99	2.22	2.50
Input Current @ 240V (A)		0.25	0.45	0.65	0.90	1.10	1.30	1.55	1.75	1.95	2.20
Input Current @ 277V (A)		0.23	0.41	0.59	0.82	1.00	1.18	1.41	1.59	1.77	2.00
Optics											
T2	Lumens	5,272	10,303	15,373	20,313	25,168	30,118	35,618	40,357	45,018	49,842
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
T2R	Lumens	5,597	10,938	16,321	21,565	26,719	31,974	37,813	42,844	47,792	52,914
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B4-U0-G4	B4-U0-G5
T3	Lumens	5,374	10,501	15,669	20,704	25,652	30,697	36,303	41,134	45,884	50,802
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
T3R	Lumens	5,493	10,735	16,017	21,164	26,222	31,379	37,110	42,048	46,904	51,930
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
T4FT	Lumens	5,405	10,562	15,760	20,824	25,801	30,875	36,514	41,372	46,150	51,096
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
T4W	Lumens	5,335	10,426	15,556	20,555	25,468	30,476	36,042	40,838	45,554	50,436
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
SL2	Lumens	5,263	10,285	15,347	20,278	25,124	30,066	35,556	40,288	44,940	49,756
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
SL3	Lumens	5,373	10,500	15,667	20,701	25,649	30,693	36,298	41,128	45,878	50,794
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
SL4	Lumens	5,105	9,976	14,886	19,669	24,370	29,163	34,488	39,078	43,591	48,262
	BUG Rating	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
5NQ	Lumens	5,542	10,830	16,160	21,352	26,455	31,658	37,439	42,421	47,320	52,392
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4
5MQ	Lumens	5,644	11,029	16,457	21,745	26,942	32,241	38,128	43,202	48,191	53,356
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5
5WQ	Lumens	5,659	11,059	16,501	21,803	27,014	32,327	38,230	43,317	48,320	53,498
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5
SLL/SLR	Lumens	4,722	9,227	13,767	18,191	22,539	26,971	31,897	36,141	40,315	44,635
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
RW	Lumens	5,492	10,732	16,014	21,159	26,216	31,372	37,101	42,038	46,893	51,918
	BUG Rating	B2-U0-G1	B3-U0-G1	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
AFL	Lumens	5,512	10,771	16,072	21,236	26,311	31,486	37,236	42,191	47,063	52,107
	BUG Rating	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4

* Nominal data for 4000K CCT.

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Theoretical L70 (Hours)
25°C	> 94%	> 350,000
40°C	> 93%	> 250,000
50°C*	> 90%	> 170,000

* 50°C lumen maintenance data applies to 530mA and 700mA drive currents.

NOMINAL POWER AND LUMENS (700MA)

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Drive Current		700mA	700mA	700mA	700mA	700mA	700mA	700mA	700mA	700mA	700mA
Nominal Power (Watts)		38	72	105	138	176	210	243	276	314	348
Input Current @ 120V (A)		0.32	0.59	0.86	1.14	1.45	1.72	2	2.28	2.58	2.86
Input Current @ 208V (A)		0.21	0.36	0.51	0.67	0.87	1.02	1.18	1.34	1.53	1.69
Input Current @ 240V (A)		0.19	0.32	0.45	0.59	0.77	0.90	1.04	1.18	1.35	1.49
Input Current @ 277V (A)		0.20	0.29	0.40	0.51	0.69	0.80	0.91	1.02	1.20	1.31
Optics											
T2	Lumens	3,854	7,531	11,237	14,847	18,395	22,013	26,033	29,497	32,904	36,430
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4
T2R	Lumens	4,091	7,995	11,929	15,762	19,529	23,370	27,638	31,316	34,932	38,676
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
T3	Lumens	3,928	7,676	11,453	15,133	18,750	22,437	26,534	30,065	33,537	37,132
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5
T3R	Lumens	4,015	7,846	11,707	15,469	19,166	22,936	27,124	30,733	34,283	37,957
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
T4FT	Lumens	3,951	7,720	11,519	15,221	18,858	22,567	26,688	30,240	33,732	37,347
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
T4W	Lumens	3,900	7,620	11,370	15,024	18,615	22,276	26,343	29,849	33,296	36,864
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
SL2	Lumens	3,847	7,518	11,217	14,821	18,364	21,975	25,988	29,447	32,847	36,368
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5
SL3	Lumens	3,927	7,675	11,451	15,131	18,747	22,434	26,531	30,061	33,533	37,126
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
SL4	Lumens	3,731	7,292	10,880	14,376	17,812	21,315	25,208	28,562	31,861	35,275
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5	B3-U0-G5
5NQ	Lumens	4,051	7,916	11,811	15,606	19,336	23,139	27,365	31,006	34,587	38,294
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3
5MQ	Lumens	4,125	8,062	12,029	15,894	19,692	23,565	27,869	31,577	35,224	38,999
	BUG Rating	B2-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
5WQ	Lumens	4,136	8,083	12,061	15,936	19,745	23,628	27,943	31,661	35,318	39,103
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
SLL/SLR	Lumens	3,451	6,744	10,063	13,296	16,474	19,714	23,314	26,416	29,467	32,625
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
RW	Lumens	4,014	7,844	11,704	15,465	19,162	22,930	27,118	30,726	34,274	37,948
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
AFL	Lumens	4,029	7,873	11,747	15,522	19,231	23,014	27,216	30,838	34,399	38,086
	BUG Rating	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3

* Nominal data for 4000K CCT.

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Theoretical L70 (Hours)
25°C	> 94%	> 350,000
40°C	> 93%	> 250,000
50°C*	> 90%	> 170,000

* 50°C lumen maintenance data applies to 530mA and 700mA drive currents.

NOMINAL POWER AND LUMENS (530MA)

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Drive Current		530mA	530mA	530mA	530mA	530mA	530mA	530mA	530mA	530mA	530mA
Nominal Power (Watts)		30	54	80	105	130	159	184	209	234	259
Input Current @ 120V (A)		0.25	0.45	0.66	0.86	1.07	1.32	1.52	1.72	1.93	2.14
Input Current @ 208V (A)		0.17	0.28	0.39	0.51	0.63	0.78	0.9	1.02	1.14	1.26
Input Current @ 240V (A)		0.17	0.25	0.35	0.45	0.55	0.70	0.80	0.90	1.00	1.10
Input Current @ 277V (A)		0.19	0.24	0.32	0.40	0.49	0.64	0.72	0.80	0.89	0.98
Optics											
T2	Lumens	3,079	6,017	8,978	11,862	14,697	17,588	20,800	23,567	26,289	29,106
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4
T2R	Lumens	3,269	6,388	9,531	12,593	15,603	18,672	22,082	25,020	27,909	30,900
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4
T3	Lumens	3,138	6,133	9,150	12,091	14,980	17,926	21,200	24,021	26,795	29,667
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
T3R	Lumens	3,208	6,269	9,354	12,359	15,313	18,325	21,671	24,555	27,390	30,326
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4
T4FT	Lumens	3,156	6,168	9,203	12,161	15,067	18,030	21,323	24,160	26,950	29,839
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5
T4W	Lumens	3,116	6,088	9,084	12,004	14,872	17,797	21,047	23,848	26,602	29,453
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5
SL2	Lumens	3,074	6,006	8,962	11,842	14,672	17,558	20,764	23,527	26,244	29,056
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4
SL3	Lumens	3,138	6,132	9,149	12,089	14,978	17,924	21,197	24,018	26,791	29,662
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4
SL4	Lumens	2,981	5,826	8,693	11,486	14,231	17,030	20,140	22,820	25,456	28,184
	BUG Rating	B0-U0-G1	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5
5NQ	Lumens	3,236	6,324	9,437	12,469	15,449	18,487	21,863	24,773	27,634	30,595
	BUG Rating	B1-U0-G0	B2-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2
5MQ	Lumens	3,296	6,441	9,610	12,698	15,733	18,828	22,266	25,229	28,142	31,158
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G3
5WQ	Lumens	3,305	6,458	9,636	12,732	15,775	18,878	22,325	25,296	28,217	31,241
	BUG Rating	B2-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
SLL/SLR	Lumens	2,757	5,388	8,040	10,623	13,162	15,751	18,627	21,105	23,543	26,066
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G4
RW	Lumens	3,207	6,267	9,351	12,356	15,309	18,320	21,666	24,549	27,384	30,319
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3
AFL	Lumens	3,219	6,290	9,385	12,401	15,365	18,387	21,745	24,638	27,484	30,429
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3

* Nominal data for 4000K CCT.

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Theoretical L70 (Hours)
25°C	> 94%	> 350,000
40°C	> 93%	> 250,000
50°C*	> 90%	> 170,000

* 50°C lumen maintenance data applies to 530mA and 700mA drive currents.

ORDERING INFORMATION

Sample Number: GLEON-AE-04-LED-E1-T3-GM-700

Product Family[1]	Light Engine	Number of Light Squares[2]	Lamp Type	Voltage	Distribution	Color	Mounting
GLEON=Galleon	**AE**=1A Drive Current	**01**=1 **02**=2 **03**=3 **04**=4 **05**=5 **06**=6 **07**=7 **08**=8 **09**=9 **10**=10	**LED**=Solid State Light Emitting Diodes	**E1**=120-277V **347**=347V[3] **480**=480V[3,4]	**T2**=Type II **T2R**=Type II Roadway **T3**=Type III **T3R**=Type III Roadway **T4FT**=Type IV Forward Throw **T4W**=Type IV Wide **5NQ**=Type V Narrow **5MQ**=Type V Square Medium **5WQ**=Type V Square Wide **SL2**=Type II w/Spill Control **SL3**=Type III w/Spill Control **SL4**=Type IV w/Spill Control **SLL**=90° Spill Light Eliminator Left **SLR**=90° Spill Light Eliminator Right **RW**=Rectangular Wide Type I **AFL**=Automotive Frontline	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White	**[Blank]**=Arm for Round or Square Pole **EA**=Extended Arm[5] **MA**=Mast Arm Adapter[6] **WM**=Wall Mount

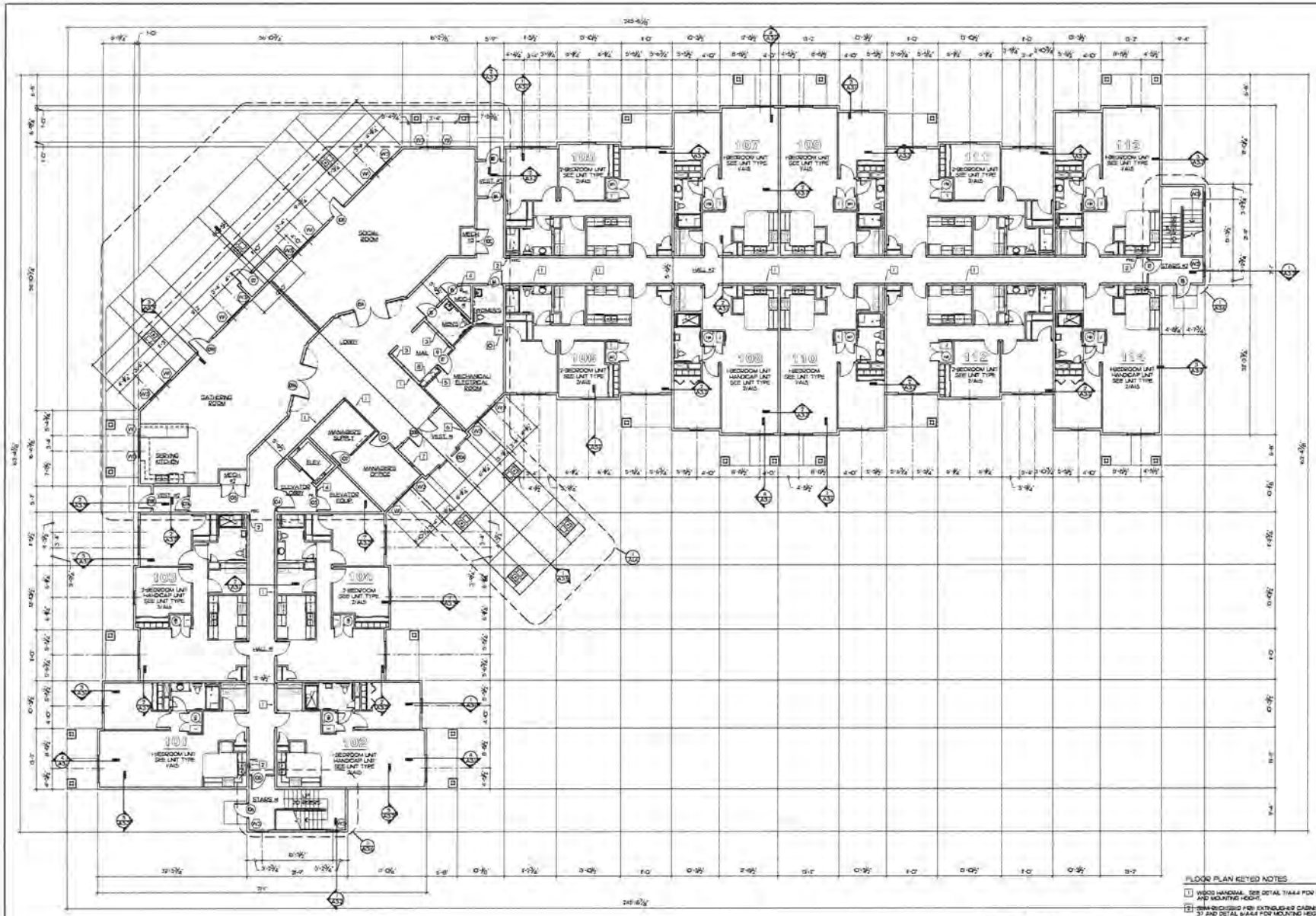
Options (Add as Suffix)

2L=Two Circuits[7,8]
7030=70 CRI 3000K[9]
8030=80 CRI 3000K[10]
7050=70 CRI 5000K[10]
7060=70 CRI 6000K[9]
530=Drive Current Factory Set to 530mA[11]
700=Drive Current Factory Set to 700mA[11]
F=Single Fuse (120, 277 or 347V. Must Specify Voltage)
FF=Double Fuse (208, 240 or 480V. Must Specify Voltage)
P=Button Type Photocontrol (120, 208, 240 or 277V)
PER7=NEMA 7-PIN Twistlock Photocontrol Receptacle
R=NEMA Twistlock Photocontrol Receptacle
HA=50°C High Ambient[9,12]
MS/DIM-L08=Motion Sensor for Dimming Operation, Maximum 8' Mounting Height[13,14,15,16,17]
MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height[13,14,15,16,17]
MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height[13,14,15,16,19]
MS/DIM-L40W=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height (Wide Range)[13,14,15,16,20]
MS/X-L08=Bi-Level Motion Sensor, Maximum 8' Mounting Height[13,14,15,16,17,21]
MS/X-L20=Bi-Level Motion Sensor, 9' - 20' Mounting Height[13,14,15,16,18,21]
MS/X-L40=Bi-Level Motion Sensor, 21' - 40' Mounting Height[13,14,15,16,19,21]
MS/X-L40W=Bi-Level Motion Sensor, 21' - 40' Mounting Height (Wide Range)[13,14,15,16,20,21]
MS-L08=Motion Sensor for ON/OFF Operation, Maximum 8' Mounting Height[13,14,15,16,17]
MS-L20=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height[13,14,15,16,18]
MS-L40=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height[13,14,15,16,19]
MS-L40W=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height (Wide Range)[13,14,15,16,20]
DIMRF-LW=LumaWatt Wireless Sensor, Wide Lens for 8' - 16' Mounting Height[22]
DIMRF-LN=LumaWatt Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height[22]
L90=Optics Rotated 90° Left
R90=Optics Rotated 90° Right
MT=Factory Installed Mesh Top
TH=Tool-less Door Hardware
LCF=Light Square Trim Plate Painted to Match Housing[23]
HSS=Factory Installed House Side Shield[24]
CE=CE Marking[25]

Accessories (Order Separately)

OA/RA1016=NEMA Photocontrol Multi-Tap - 105-285V
OA/RA1027=NEMA Photocontrol - 480V
OA/RA1201=NEMA Photocontrol - 347V
OA/RA1013=Photocontrol Shorting Cap
OA/RA1014=120V Photocontrol
MA1252=10kV Surge Module Replacement
MA1036-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon
MA1037-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon
MA1197-XX=3@120° Tenon Adapter for 2-3/8" O.D. Tenon
MA1188-XX=4@90° Tenon Adapter for 2-3/8" O.D. Tenon
MA1189-XX=2@90° Tenon Adapter for 2-3/8" O.D. Tenon
MA1190-XX=3@90° Tenon Adapter for 2-3/8" O.D. Tenon
MA1191-XX=2@120° Tenon Adapter for 2-3/8" O.D. Tenon
MA1038-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon
MA1039-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon
MA1192-XX=3@120° Tenon Adapter for 3-1/2" O.D. Tenon
MA1193-XX=4@90° Tenon Adapter for 3-1/2" O.D. Tenon
MA1194-XX=2@90° Tenon Adapter for 3-1/2" O.D. Tenon
MA1195-XX=3@90° Tenon Adapter for 3-1/2" O.D. Tenon
FSIR-100=Wireless Configuration Tool for Occupancy Sensor[26]
GLEON-MT1=Field Installed Mesh Top for 1-4 Light Squares
GLEON-MT2=Field Installed Mesh Top for 5-6 Light Squares
GLEON-MT3=Field Installed Mesh Top for 7-8 Light Squares
GLEON-MT4=Field Installed Mesh Top for 9-10 Light Squares
LS/HSS=Field Installed House Side Shield[24,27]

NOTES:
1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Standard 4000K CCT and minimum 70 CRI.
3. Requires the use of a step down transformer when combined with MS/DIM, MS/X or DIMRF.
4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
5. May be required when two or more luminaires are oriented on a 90° or 120° drilling pattern. Refer to arm mounting requirement table.
6. Factory installed.
7. 2L is not available with MS, MS/X or MS/DIM at 347V or 480V. 2L in AE-02 through AE-04 requires a larger housing, normally used for AE-05 or AE-06. Extended arm option may be required when mounting two or more fixtures per pole at 90° or 120°. Refer to arm mounting requirement table.
8. Not available with LumaWatt wireless sensors.
9. Extended lead times apply. Use dedicated IES files for 3000K and 6000K when performing layouts. These files are published on the Galleon luminaire product page on the website.
10. Extended lead times apply. For 8030, factor 7030 IES files x .92 (8% lumen loss). For 7050, use 7060 IES files.
11. 1 Amp standard. Use dedicated IES files for 530mA and 700mA when performing layouts. These files are published on the Galleon luminaire product page on the website.
12. 50°C lumen maintenance data applies to 530mA and 700mA drive currents.
13. Consult factory for more information.
14. Utilizes internal step down transformer when 347V or 480V is selected.
15. The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
16. Not available with HA option.
17. Approximately 22' detection diameter at 8' mounting height.
18. Approximately 40' detection diameter at 20' mounting height.
19. Approximately 60' detection diameter at 40' mounting height.
20. Approximately 100' detection diameter at 40' mounting height.
21. Replace X with number of Light Squares operating in low output mode.
22. LumaWatt wireless sensors are factory installed only requiring network components RF-EM-1, RF-GW-1 and RF-ROUT-1 in appropriate quantities. See www.eaton.com/lighting for LumaWatt application information.
23. Not available with house side shield (HSS).
24. Only for use with SL2, SL3, SL4 and AFL distributions. The Light Square trim plate is painted black when the HSS option is selected.
25. CE is not available with the DIMRF, MS, MS/X, MS/DIM, F, FF, P, R or PER7 options.
26. This tool enables adjustment of parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
27. One required for each Light Square.



FLOOR PLAN - MAIN LEVEL

SCALE: 1/8" = 1'-0"

NORTH

GENERAL FLOOR PLAN NOTES:

1. REFER TO SHEET A0.5 & A0.6 FOR TYPICAL UNIT PLANS FOR ADDITIONAL WINDOW AND DOOR DESIGNATIONS.
2. REFER TO SHEET A4.0 INTERIOR ELEVATIONS FOR ADDITIONAL RESTROOM INFORMATION.

FLOOR PLAN KEYED NOTES:

1. WOOD HANDRAIL. SEE DETAIL 7/A4.4 FOR HANDRAIL SIZE, FINISH AND MOUNTING HEIGHT.
2. SEMI-RECESSED FIRE EXTINGUISHER CABINET. SEE GENERAL NOTE 37 AND DETAIL 6/A4.4 FOR MOUNTING HEIGHTS.
3. VERTICAL COMPARTMENT TYPE TENANT MAILBOXES. SEE GENERAL NOTE 40 AND DETAILS 1 & 3/A4.4 FOR MAILBOX REQUIREMENTS.
4. SURFACE MOUNTED 5-POUND FIRE EXTINGUISHER. REFER TO GENERAL NOTE 37 FOR FIRE EXTINGUISHER SPECIFICATIONS.
5. MAIL COLLECTION BOX. SEE GENERAL NOTE 40 AND DETAIL 2/A4.4 FOR COLLECTION BOX REQUIREMENTS.
6. SURFACE MOUNTED FIRE DEPARTMENT 10"x2"x 6"D" MODEL # 3208. FOR BUILDING ENTRY. MOUNT 60" FROM FINISH FLOOR TO CENTERLINE OF BOX.
7. INTERCOM/ENTRY DOOR SYSTEM PANEL. SEE ELECTRICAL SHEETS FOR PANEL REQUIREMENTS & MOUNT PANEL ACCORDING TO ADA.
8. LARGE PARCEL MAILBOX. MODEL MOD-PPR AS MANUFACTURED BY POSTAL PRODUCTS UNLIMITED INC. OR APPROVED EQUAL. SEE DETAIL 2/A4.4.
9. TENANT "FRIN" DROP BOX MANUFACTURED BY PROTEX.
10. AJOP SINK BY MECHANICAL CONTRACTOR.

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

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Project Number:	0913
Drawn By:	RW
Checked By:	RWE
Date:	10/21/2013
Revisions:	
FLOOR PLAN - MAIN LEVEL	

A1.1

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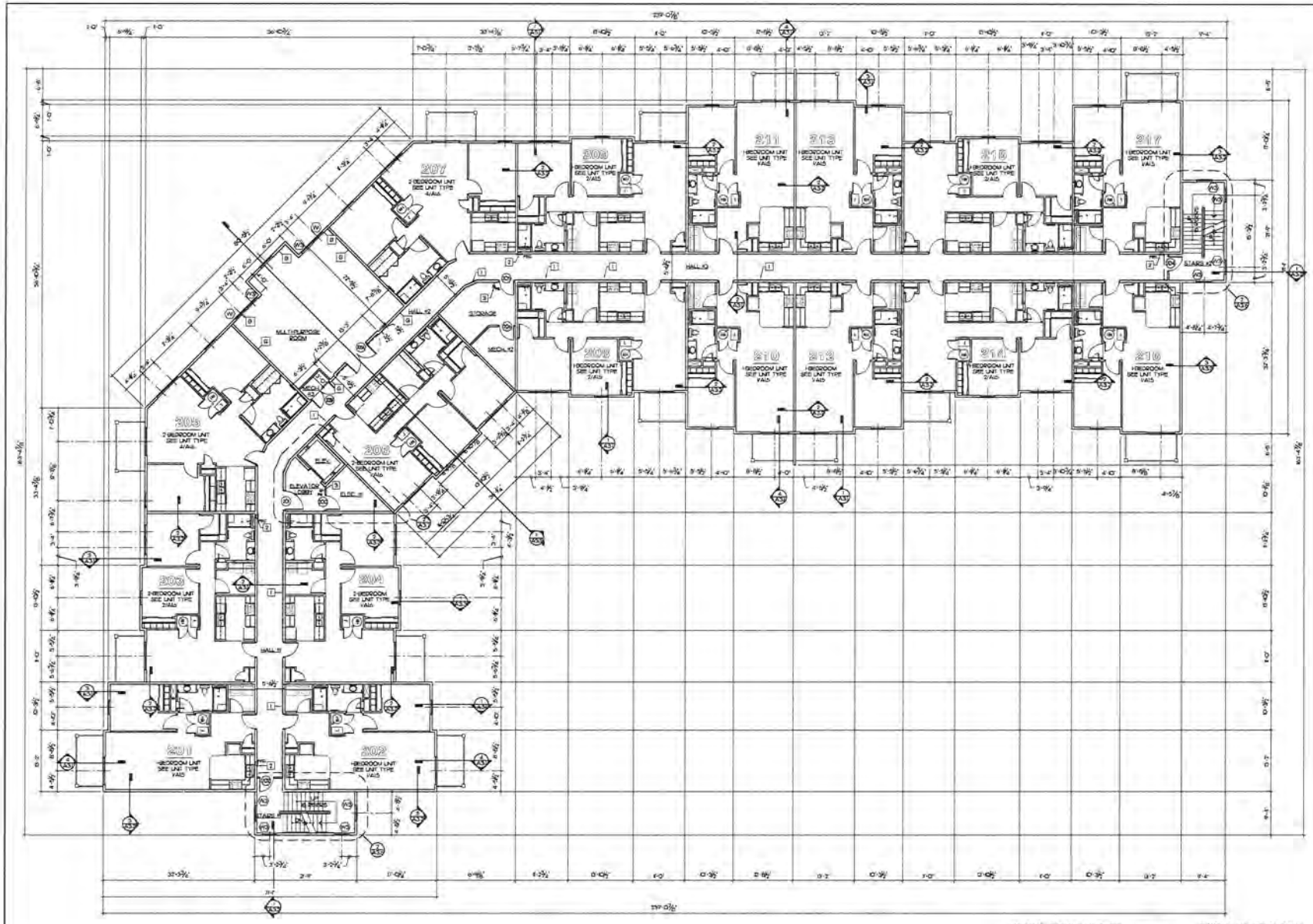

GENERAL FLOOR PLAN NOTES:

1. REFER TO SHEET A15.2 A16 FOR TYPICAL UNIT PLANS FOR ADDITIONAL WINDOW AND DOOR DESIGNATIONS.
2. REFER TO SHEET A4.3 INTERIOR ELEVATIONS FOR ADDITIONAL RESTROOM INFORMATION.

FLOOR PLAN KEYED NOTES

1. WOOD HANDRAIL. SEE DETAIL 7/A4.4 FOR HANDRAIL SIZE, FINISH, AND MOUNTING HEIGHT.
2. SEMI-RECESSED FIRE EXTINGUISHER CABINET. SEE GENERAL NOTE 37 AND DETAIL 6/A4.4 FOR MOUNTING HEIGHTS.
3. SURFACE MOUNTED 5-POUND FIRE EXTINGUISHER. REFER TO GENERAL NOTE 37 FOR FIRE EXTINGUISHER SPECIFICATIONS.

FLOOR PLAN - SECOND LEVEL

SCALE: 1/8" = 1'-0"

N

NORTH

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Drawn By: FH
Checked By: RWE
Sheet Name: FLOOR PLAN - SECOND LEVEL

A1.2

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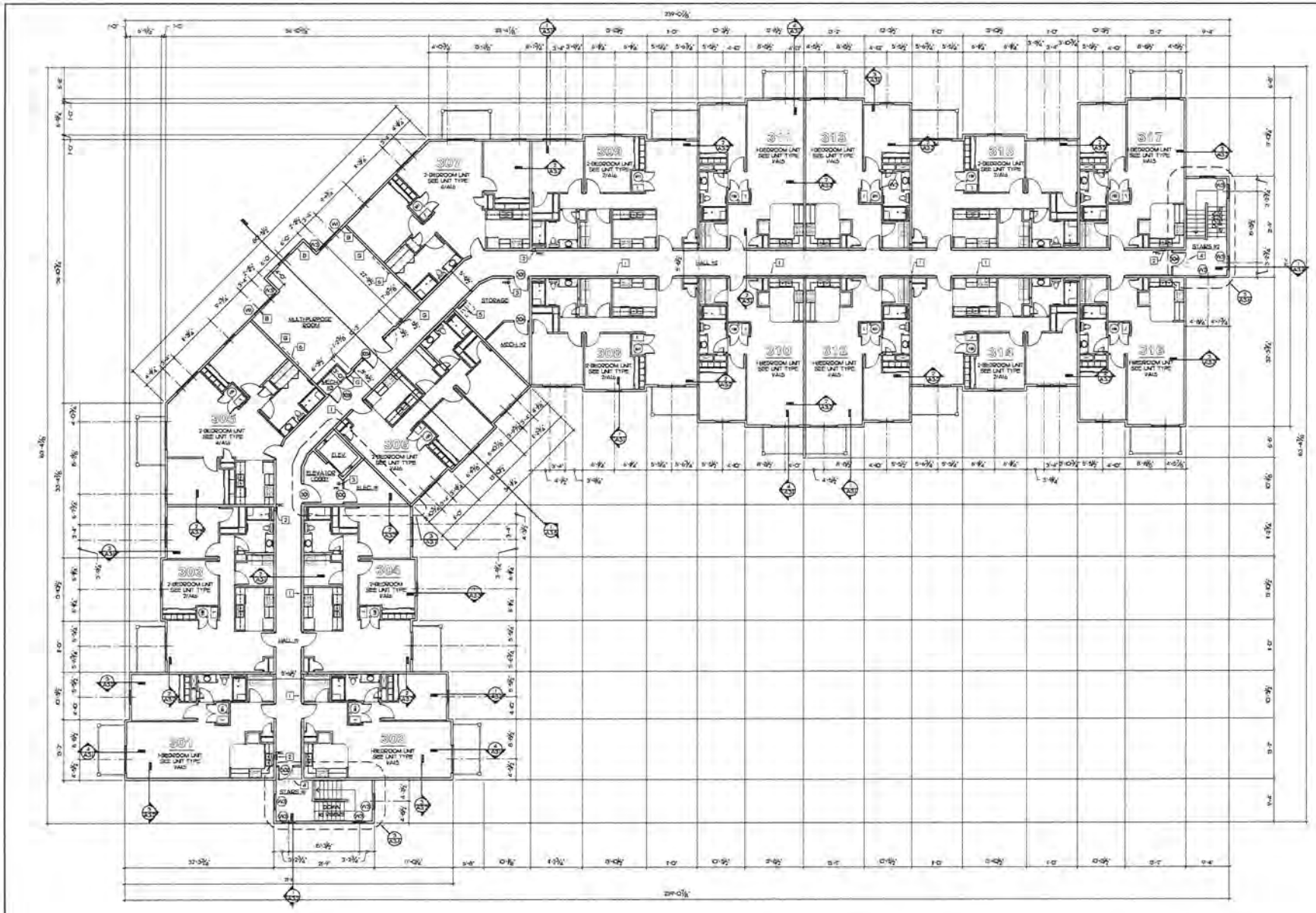

FLOOR PLAN - THIRD LEVEL

SCALE: 1/8" = 1'-0"

NORTH

GENERAL FLOOR PLAN NOTES

1. REFER TO SHEET A15 & A16 FOR TYPICAL UNIT PLANS FOR ADDITIONAL WINDOW AND DOOR DESIGNATIONS.
2. REFER TO SHEET A4.3, INTERIOR ELEVATIONS FOR ADDITIONAL RESTROOM INFORMATION.

PRIVATE STORAGE FOR INDIVIDUAL UNITS

PER UMC84.0830.4

32 SQUARE FEET REQUIRED PER UNIT

APARTMENT PROJECT TOTAL UNITS: 36

7 GARAGES AT 345 S.F. WILL SATISFY 6 UNITS

ADDITIONAL STORAGE FOR 9 UNITS AS FOLLOWS:

UNIT COAT CLOSETS: 5.3 S.F. FLOOR SPACE
UNIT LINEN CLOSETS: 3.2 S.F. FLOOR SPACE
INDIVIDUAL CUBICLE STORAGE: 20.0 S.F. FLOOR SPACE

TOTAL PRIVATE STORAGE: 36.86 OR 106 HARDSHIP

FLOOR PLAN KEYED NOTES

1. WOOD HANDRAIL. SEE DETAIL 7/A4.4 FOR HANDRAIL SIZE, PINCH AND MOUNTING HEIGHT.
2. SEMI-RECESSED FIRE EXTINGUISHER CABINET. SEE GENERAL NOTE 37 AND DETAIL 6/A4.4 FOR MOUNTING HEIGHTS.
3. SURFACE MOUNTED 5-POUND FIRE EXTINGUISHER. REFER TO GENERAL NOTE 37 FOR FIRE EXTINGUISHER SPECIFICATIONS.
4. 22"X30" ATTIC ACCESS DOOR, RATED 1-HOUR. SEE DETAIL 1/A5.3 FOR ADDITIONAL NOTES, COORDINATE WITH STRUCTURAL TRUSS LAYOUT FOR EXACT LOCATION OF DOOR.
5. ROOF ACCESS HATCH AND LADDER. SEE DETAIL 1/A5.2 FOR ADDITIONAL NOTES, COORDINATE WITH STRUCTURAL TRUSS LAYOUT FOR EXACT LOCATION OF HATCH AND LADDER.
6. LOCATION OF WALL MOUNTED TV (BY OWNER). PROVIDE BLOCKING IN IN WALL AND COORDINATE WITH ELECTRICAL. MOUNT AT 6'-0" AFF.

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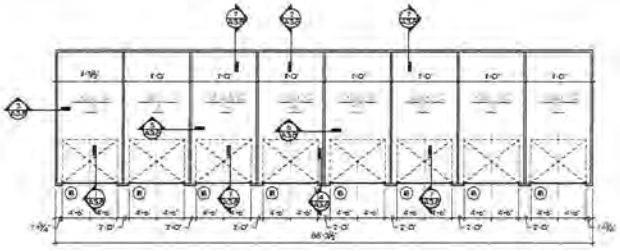
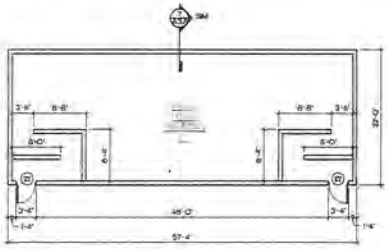
Drawn By: RW
Checked By: RWE
Sheet Name: FLOOR PLAN - THIRD LEVEL

A1.3



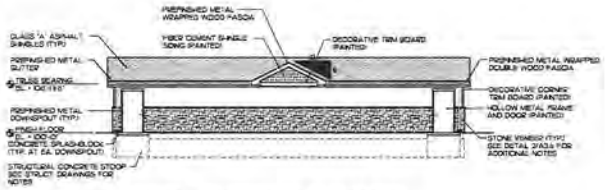
GARAGE FLOOR PLAN - WITH MAINTENANCE GARAGE

SCALE: 1/8" = 1'-0"



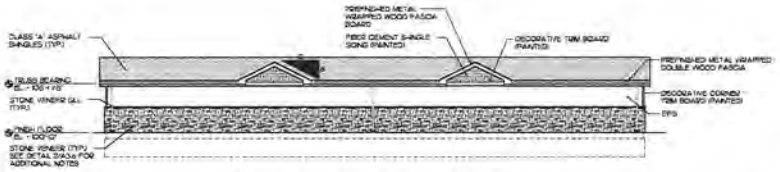
FRONT EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



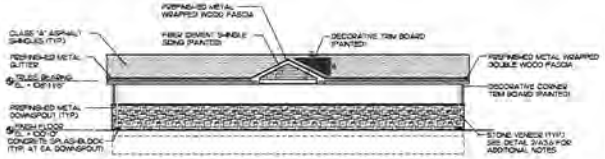
FRONT EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



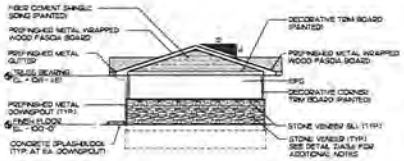
REAR EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



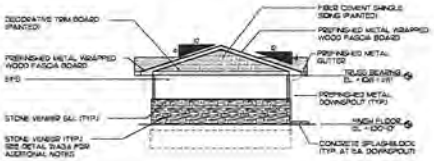
REAR EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



LEFT SIDE EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



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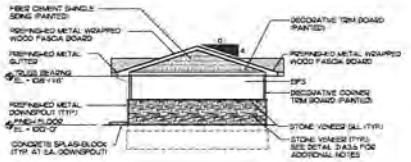
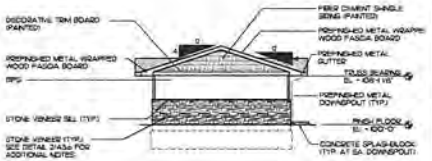
SCALE: 1/8" = 1'-0"



LEFT SIDE EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

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Project Number:	0613
Drawn by:	FB
Checked by:	RWE
Date:	
Revisions:	
Issued for:	Construction
Sheet Title:	MATERIALS AND STONE SHELTER FLOOR PLANS AND ELEVATIONS

A1.7

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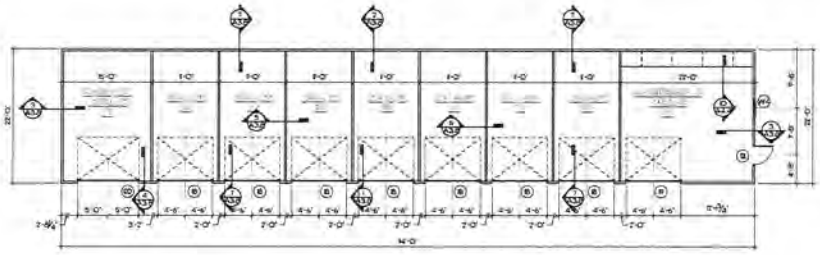
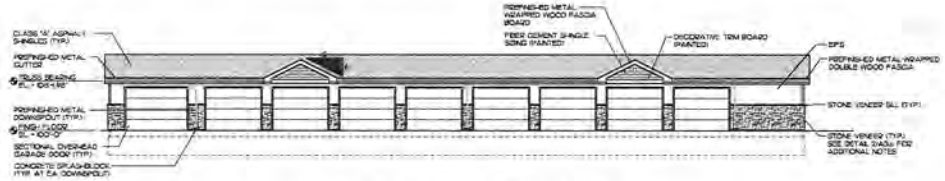
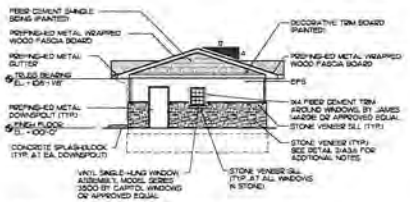


GARAGE FLOOR PLAN - WITH HANDICAP GARAGE
SCALE: 1/8" = 1'-0"

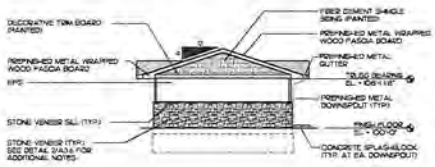


FRONT EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

REAR EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT SIDE EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT SIDE EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

LEGACY
SENIOR RESIDENCES

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Project Number: 0615
Drawn by: FM
Checked by: RWE
Sheet Name: GARAGE & FLOOR PLAN AND ELEVATIONS

A1.8

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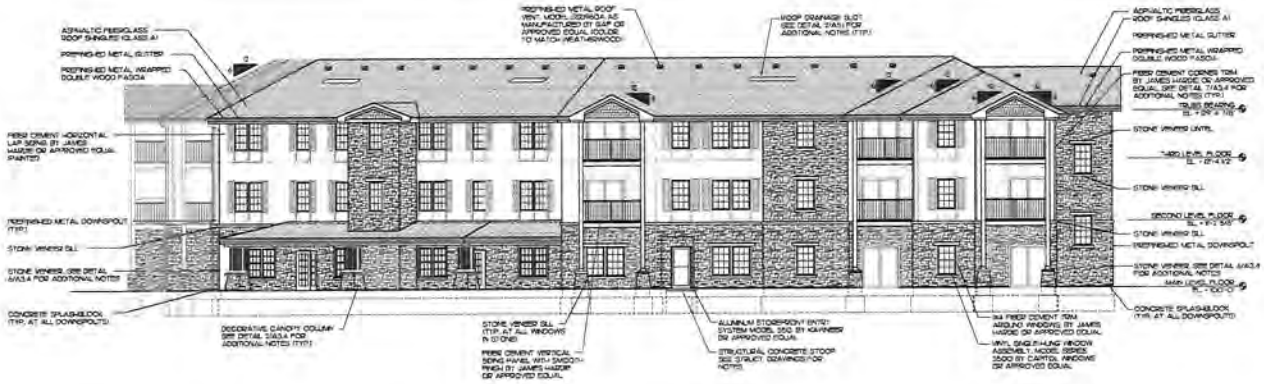

EAST BUILDING ELEVATION

SCALE: 1/8"=1'-0"

WEST BUILDING ELEVATION

SCALE: 1/8"=1'-0"

MATERIAL COLOR LEGEND

MATERIAL	MANUFACTURER	COLOR
ROOF SHINGLES	SAF	WEATHERED WOOD
FASCIA TRIM	-	PREFINISHED METAL WHITE
GUTTERS	-	PREFINISHED METAL WHITE
DOWNSPOUTS	-	PREFINISHED METAL WHITE
EIFS	-	TO BE DETERMINED
SHINGLE SIDING	JAMES HARDIE FIBER CEMENT	SAIL CLOTH
SMOOTH SIDING	JAMES HARDIE FIBER CEMENT	WHITE
STONE VENEER	ELDORADO STONE	ALDERWOOD
STONE SILLS	ELDORADO STONE	ALDERWOOD
DECORATIVE WINDOW TRIM	JAMES HARDIE FIBER CEMENT	WHITE
DECORATIVE MOLDING	MERATED PRODUCTS	WHITE
CORNER TRIM	JAMES HARDIE FIBER CEMENT - 7 4"	WHITE
COLUMN CAPS	METONS	PUTTY
ENTRY DOOR AND FRAMES	KAWNEER ALUMINUM	POWDER COAT WHITE
ENTRY DOOR AND FRAMES	SUN MOUNTAIN DOOR	SPECIFIED COLOR TO BE DETERMINED
PATIO DOOR AND FRAMES	PELLA REGISTRY SERIES ALUMINUM CLAD COMMERCIAL	WHITE
GARAGE DOORS	-	WHITE
WINDOWS	CAPITOL WINDOWS VINYL - 3500 SERIES	WHITE

LEGACY
SENIOR RESIDENCES

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No.	Date	By	Revision

Project Number: 0816
Drawn by: FH
Checked by: WWE
Date: 10-13-2016
Sheet Title: EXTERIOR BUILDING ELEVATIONS

A2.1

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SOUTH BUILDING ELEVATION

SCALE: 1/8"=1'-0"

NORTH BUILDING ELEVATION

SCALE: 1/8"=1'-0"

MATERIAL COLOR LEGEND

MATERIAL	MANUFACTURER	COLOR
ROOF SHINGLES	GAF	WEATHERED WOOD
FASCIA TRIM	-	PREFINISHED METAL "WHITE"
GUTTERS	-	PREFINISHED METAL "WHITE"
DOWNSPOUTS	-	PREFINISHED METAL "WHITE"
EAVE	-	TO BE DETERMINED
SINGLE SIDING	JAMES HARDIE FIBER CEMENT	SIAL CLOTH
SMOOTH SIDING	JAMES HARDIE FIBER CEMENT	WHITE
STONE VENEER	ELDORADO STONE	ALDERWOOD
STONE SILLS	ELDORADO STONE	ALDERWOOD
DECORATIVE WINDOW TRIM	JAMES HARDIE FIBER CEMENT	WHITE
DECORATIVE MOULDING	MARTIN PRODUCTS	WHITE
CORNER TRIM	JAMES HARDIE FIBER CEMENT - 1" 4"	WHITE
COLUMN CAPS	MAYNING	BLUTH
ENTRY DOORS AND FRAMES	KAWNEER ALUMINUM	POWDER COAT WHITE
ENTRY DOORS AND FRAMES	SUN MOUNTAIN DOOR	SPECIES 1 COLOR TO BE DETERMINED
HALLWAY DOOR AND FRAMES	PELLA ARCHITECT SERIES ALUMINUM CLAD COMMERCIAL	WHITE
GARAGE DOORS	-	WHITE
WINDOWS	CAPITOL WINDOWS VINYL - 5500 SERIES	WHITE

LEGACY
SENIOR RESIDENCES

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Date	Description
	Consultants
	Revisions

Project Number: 0815
Drawn by: PN
Checked by: RWE
Sheet Name: EXTERIOR ELEVATIONS

A2.2

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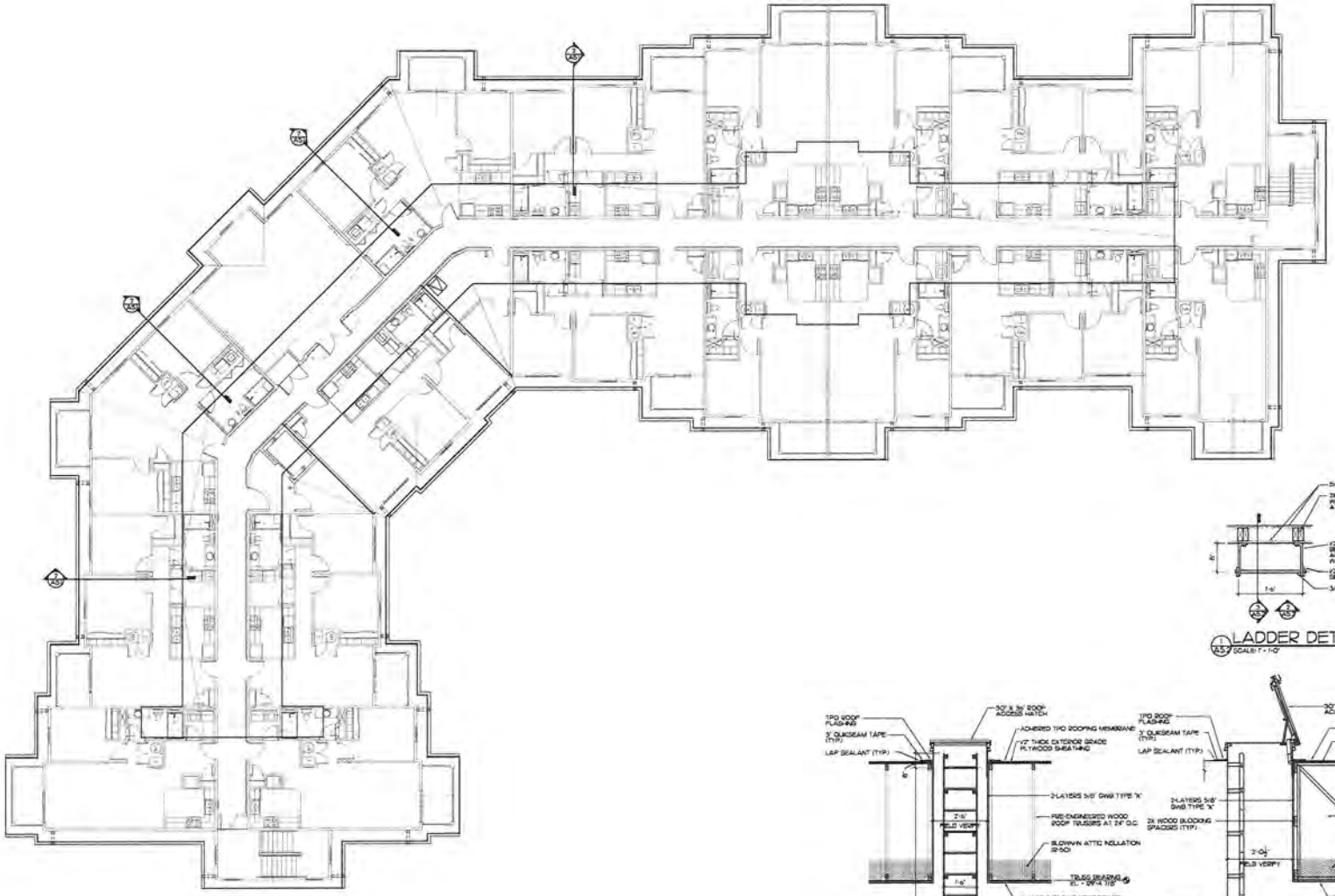
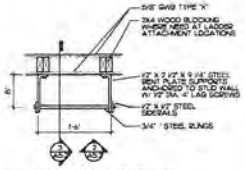
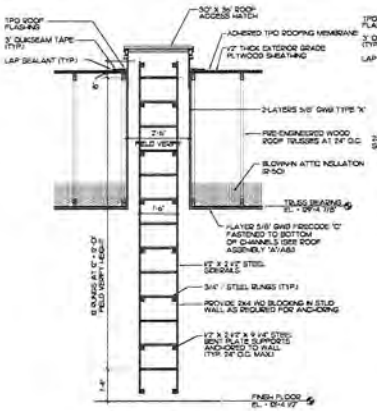


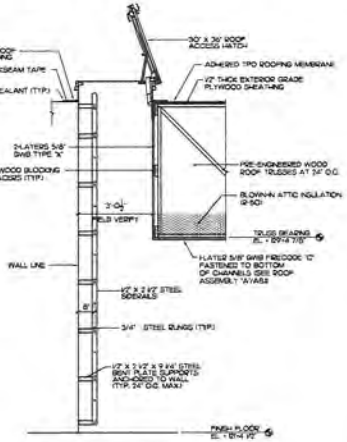
ROOF PLAN -UPPER LEVEL
SCALE: 1/8" = 1'-0"



1 LADDER DETAIL
A5.2 SCALE: 1" = 1'-0"



2 LADDER ELEVATION
A5.2 SCALE: 1/2" = 1'-0"



3 LADDER SECTION
A5.2 SCALE: 1/2" = 1'-0"

REFER TO SHEET A6.3 FOR LOCATION OF ATTIC DRAFTSTOPPING PER 2006 IBC SECTION 717.4.2.

LEGACY
SENIOR RESIDENCES

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Project Number: 5615
Drawn by: FR
Checked by: RWE
Sheet Name: ROOF PLAN - UPPER LEVEL AND DETAILS
Issue Date: 2011
Revisions
Sheet Size: 24x36
Scale: 1/8" = 1'-0"

A5.2

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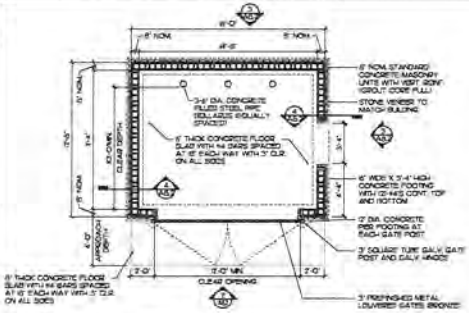
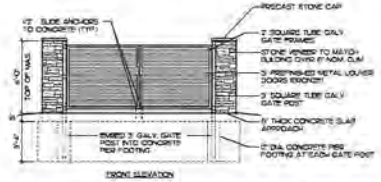
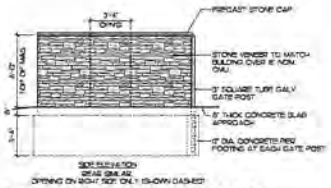


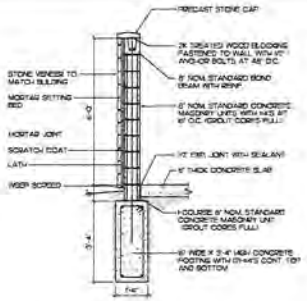
TRASH SCREEN PLAN



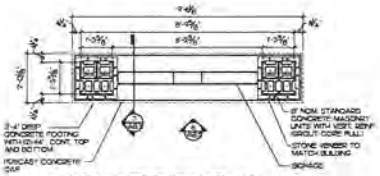
TRASH SCREEN FRONT ELEVATION



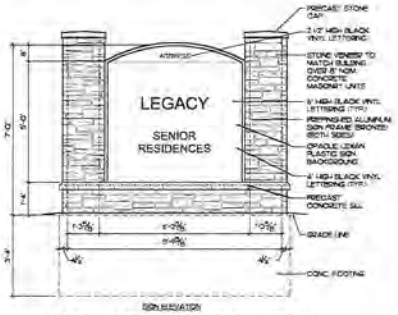
TRASH SCREEN ELEVATION



SECTION



MONUMENT SIGN PLAN



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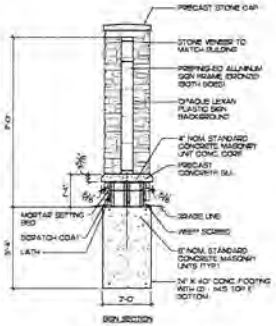

MONUMENT SIGN SECTION

LEGACY
SENIOR RESIDENCES

BASEHOR, KANSAS

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email:RWEArchitects@RWEArchitects.com

A8.2

APPLICATION FORM

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Project Name & Description: Legacy Senior Living	Total Site Acreage: 4.57 Ac	Present Zoning: PR
Legal Description (May be attached as separate sheet): See Attached Legal		Proposed Zoning: PR
Project Address / General Location: 2429 N. 155th Street, Basehor, Ks.		Presubmittal Date: June 15, 2015
Parcel ID Number (CAMA Number): 1573503003002.000		Floor Area Classification
Property Owner Name: Cornerstone Associates LLC	Phone: 402/341-0888	Fax: 402/341-2655
Property Owner Address: 209 South 19th Street - Ste 100	City: Omaha Nebraska	State / Zip: 68102
Applicant's Name (if different from above): Phelps Engineering Inc.	Phone: 913/393-1155	Fax: 913/393-1166
Applicant's Address: 1270 N. Winchester	City: Olathe	State: Kansas Zip: 66061
Applicant's mobile phone: 913/208-3927	Property Owner and/or Applicant's E-mail address	

APPLICATION TYPE

[ ] Annexation	[ ] Preliminary Development Plan (Submit Sheet A)
[ ] Rezoning (Submit Sheet A)	[X] Final Development Plan (Submit Sheet A)
[ ] Conditional Use Permit (Submit Sheet A)	[ ] Lot Split
[X] Site Plan	[ ] Preliminary Plat
[ ] Variance (Submit Sheet B)	[ ] Final Plat / Replat

PROJECT INFORMATION

Existing Use
[X] Residential [ ] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Vacant [ ] Other _____

Proposed Use
[X] Residential [ ] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Other _____

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)

Total Site Area: 4.53 acres	Existing Floor Area: 1647 SF house	Existing Building Footprint: 1647 SF	Open Space Area: 2.52 Acres
No. of Buildings: 1 Apartment / 2 garages	Proposed Floor Area: 52,206 SF.	Proposed Building Footprint: 17,402 SF.	Pavement Coverage: 60,672 S.F.

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY

Proposed Number of Lots: 1	Maximum Lot Size: 4.53 Ac	Minimum Lot Size: 2 Acres	Average Lot Size: N/A

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

X _____ Signature 7/29/15 Date

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

SHEET A

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? Doing a Revised Preliminary Development Plan to replace 46 attached townhomes with 1 - 48 unit senior living apartment building.

2. What Is the Suitability of Subject Property for the Uses to Which it Has Been Restricted? It is very suitable. The change makes less of an impact + significantly increases the tracts open space.

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property? We are not resquesting the removal of any restrictions.

4. What Is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners? We are not changing the landuse. We are replacing 10 townhome buildings with one multi-family building.

5. How Does Your Request Conform with the Comprehensive Plan? We are in conformance with the Comprehensive Plan since we are revising an existing approved plan and not changing the landuse.

If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.

1. Please provide a statement regarding why the development plan would be in the public interest. It will provide for development of Ag property in downtown Basehor and provide living units for elderly citizen who would like to stay in Basehor, but live in a maintenance free environment.

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002. Not Applicable

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 11

Topic: Legacy Senior Residences Final Plat – Request for approval of a Final Plat within the Basehor Town Center Development Plan with an approximate location of 155th Street and Elm Street.

Action Requested: Approve Ordinance 661, approving Legacy Senior Residences Final Plat, with four (4) stipulations.

Narrative: The purpose for Legacy Senior Residences Final Plat is to construct a 48 unit senior housing facility. 1 lot is being proposed with access to/from the facility from 155th Street and N. 154th Terrace. The plat is general located near 155th Street and Elm Street containing 4.77 acres.

After conduction the public hearing, the Planning Commission made a motion for recommendation of approval to the Governing Body with four (4) stipulations.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Ordinance 661, approving the Legacy Senior Residences Final Plat, with four (4) stipulations stated within the Ordinance.

Attachments:
Ordinance 661
Staff Report

Projector needed for this item? No

(Published in the Basehor Sentinel _____)

ORDINANCE NO. 661

AN ORDINANCE APPROVING A FINAL PLAT FOR LEGACY SENIOR RESIDENCES, GENERALLY LOCATED AT 155TH STREET AND ELM STREET, BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the applicant submitted a request for approval of a final plat for Legacy Senior Residences; and

WHEREAS, in accordance with Section 2-104 of the Basehor Subdivision Regulations, the Planning Commission reviewed the application on October 6, 2015 and held a public hearing; and

WHEREAS, the Planning Commission recommended approval with the following stipulations:

1. Submit public improvement plans.
2. Submit certification by the County showing that all due or unpaid taxes have been paid in full.
3. A subdivision improvements agreement shall be agreed to and executed by the City Council and Cornerstone Associates, LLC and filed with the Leavenworth County Register of Deeds before the final plat will be released for recording.
4. The final plat shall be recorded with the Leavenworth County Register of Deeds before building permits will be issued.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on October 19, 2015.

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

Section 1: That the Governing Body hereby approves the final plat subject to the stipulations stated below:

1. Submit public improvement plans.
2. Submit certification by the County showing that all due or unpaid taxes have been paid in full.
3. A subdivision improvements agreement shall be agreed to and executed by the City Council and Cornerstone Associates, LLC and filed with the Leavenworth County Register of Deeds before the final plat will be released for recording.
4. The final plat shall be recorded with the Leavenworth County Register of Deeds before building permits will be issued.

Section 2: That this ordinance approving the final plat shall not be published, nor the plat executed by the Governing Body, until the applicant has resolved the four conditions to city staff's satisfaction.

Section 3: That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

PASSED by the City Council this 19th day of October, 2015.

APPROVED by the Mayor this 19th day of October, 2015.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

LEGACY SENIOR RESIDENCES FINAL PLAT – REQUEST FOR APPROVAL OF A FINAL PLAT - Located within the Basehor Town Center Development Plan with an approximate location of 155th Street and Elm Street.

MEETING DATE: **October 19, 2015**
REPORT WRITTEN: **October 7, 2015**

STAFF RECOMMENDATION:
Consider Planning Commission recommendation to approve Legacy Senior Residences Final Plat, with the stipulations stated in the staff report.

APPLICANT:
- The applicant is Cornerstone Associates, LLC.
- The engineer is Phelps Engineering, Inc.

REQUEST:
- The applicant is requesting approval to plat 4.77 acres (including right-of-way) for the purposes of a senior multi-family building. The plat consists of 1 lot.

ZONING:
- The property is currently zoned "P-R" Planned Residential District.

SURROUNDING ZONING:
- North "MU-1" Mixed Use Neighborhood District.
- South "P-R" Planned Residential District and "CP-1" Neighborhood Business District.
- East "P-R" Planned Residential District.
- West "CP-1" Neighborhood Business District.

BACKGROUND:
Basehor Town Center Preliminary Development Plan (PDP) and rezoning was approved in September 2007. The approved PDP included low-density single family residential (detached,) single-family attached townhomes, senior housing, commercial/mixed-use and public land for such uses as City Hall, Police Station, Community Center and recreational uses. To date only one phase has been developed – Basehor Intermediate School.

Cornerstone Associates, LLC is requesting to develop Area 7 of the original PDP to include a 48-unit senior multi-family building.

A short-form plat procedure is being utilized for this application. The purpose for a short-form plat is to provide a means of approving a subdivision of land that contains four (4) lots or less. Short-form plat shall serve as the final plat of the subdivision. The submission and approval of a preliminary plat is not required as a prerequisite for a short-form plat approval; provided, that the public hearing requirements outlined in preliminary plats are met.

Traffic Impact
Access to the development will be from 155th Street and 154th Terrace. AM and PM Peak hours have the majority impacts to an existing roadway system within a 24-hour period. Per the Institute of Transportation Engineers (ITE) for a 48-unit senior adult housing (attached), the average daily traffic (24-hour period) is 167 trips. The PM Peak hour has a larger trip generation than the AM Peak hour. The trips for the PM Peak hour for the proposed development is 8 trips (5 in and 3 out). The majority traffic movements for the development are during non-peak hours. A traffic impact study was not required due to the minimal impacts to AM and PM Peak hours.

Stormwater Management
The proposed development provides a detention basin. The proposed runoff from the site will be detained back to a discharge rate equal to or less than the pre-existing runoff in the 1-year, 10-year, and 100-year storm event.

Utilities
Staff has informed all utility companies of the application for the proposed final plat. The reported utility companies will be extending utilities from existing facilities abutting the property along 155th Street without up grades to the network utilities. Extended utilities will be placed in the proposed easements within the proposed final plat.

Subdivision Regulations Requirements
The items to be included on the final plat per the Subdivision Regulations requirements:

1. **The lines and names of all proposed streets or other ways or easements, and other open spaces intended to be dedicated for public use or granted for use of inhabitants of the subdivision.** This is provided within the submitted plat.
2. **Lines and names of all adjoining streets within 200 feet.** This is provided within the submitted plat.
3. **Metes and bounds describing the plat and the contents within the plat associated with any lots, easements, and tracts of lands. This information shall be represented in a way that any lot line can be located in the field.** This is provided within the submitted plat.
4. **The location of all building setback lines.** This is provided within the submitted plat. The following table outlines the required bulk regulations per Article 7, Section 5 (c) of the Basehor Zoning Ordinance and what is provided within the plat:

Criteria	Required	Provided
Front Yard Setback	35'	35'
Side Yard Setback	12'	10'*
Rear Yard Setback	30'	10'**

*A modification is requested as part of the revised development plan application to reduce the side yard setback from 12' to 10'.
**A modification is requested as part of the revised development plan application to reduce the rear yard setback from 30' to 10'.

5. **Suitable primary control points.** This is provided within the submitted plat.

6. **Location and elevation of a permanent benchmark.** This is provided within the submitted plat.
7. **The location of all permanent monuments with the distances and bearings plainly marked.** This is provided within the submitted plat.
8. **Date of preparation, title, north point, and scale shall be included with the plat.** This is provided within the submitted plat.
9. **Error of Closure.** The perimeter of the plat is under 10,000 feet. Per the subdivision regulations the error allowed is 1 ft in 10,000 ft. The error of closure for the plat is 1 ft in 1,076,153 ft, which is adequate.
10. **Identification system for all lots and blocks, and the area in square feet of each lot.** This is provided within the submitted plat.
11. **Certification of the land surveyor preparing the plat, seal, and signature.** This is provided within the submitted plat.
12. **Acknowledgement of a notary.** This is provided within the submitted plat.
13. **A certification of the Planning Commission showing its approval of the plat**. This is provided within the submitted plat.
14. **The approval of the City Council.** Action has not been taken.
15. **The certificate of the Register of Deeds.** This is provided within the submitted plat.
16. **The title insurance certification showing that the proposed sub divider owns all the property within the plat and that it is free from encumbrances and liens.** Applicant has provided a title commitment with the application.
17. **Statement by the owner dedicating streets, rights-of-way, and sites for public use**. This is provided within the submitted plat.
18. **Such other certificates, affidavits, endorsements, or dedication as may be required by the Planning Commission in the enforcement of these Regulations.** Planning Commission did not have any additional requirements outside of Staff's recommendations.
19. **Purpose for which sites, other than residential lots, are dedicated or reserved.** This is provided within the submitted plat.
20. **Proper margins and lettering on the sheet that contains the plat.** Margins and lettering are properly shown within the submitted plat.
21. **Legal description of the subdivision.** The legal description was submitted with the plat.
22. **Public improvement plans associated with the final plat.** Applicant has yet to submit complete public improvement plans.
23. **Certification of the person or person whose names are signed to this document and/or appear on the plat are the sole lawful owners of the property, that the plat is made with their desires, and that they dedicate the areas shown on the plat or as set forth in the document to the perpetual use and ownership of the public for the specific purposes stated therein or thereon. Ownership shall be verified by the City Clerk.** This is provided within the submitted plat.
24. **Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.** Applicant has yet to submit certification by the County showing that all due or unpaid taxes have been paid in full.
25. **Subdivision Improvements Agreement.** A subdivision improvements agreement shall be agreed to and executed by the City Council and Cornerstone Associates, LLC and filed with

the Leavenworth County Register of Deeds before the final plat will be released for recording.

STAFF RECOMMENDATION:

Staff recommends approval of the Legacy Senior Residences Final Plat application, with the following stipulations:

1. Submit public improvement plans.
2. Submit certification by the County showing that all due or unpaid taxes have been paid in full.
3. A subdivision improvements agreement shall be agreed to and executed by the City Council and Cornerstone Associates, LLC and filed with the Leavenworth County Register of Deeds before the final plat will be released for recording.
4. The final plat shall be recorded with the Leavenworth County Register of Deeds before building permits will be issued.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission considered this application at a public hearing on October 6, 2015. After conducting the public hearing, the Planning Commission made a motion for recommendation of approval to the Governing Body with the following stipulations:

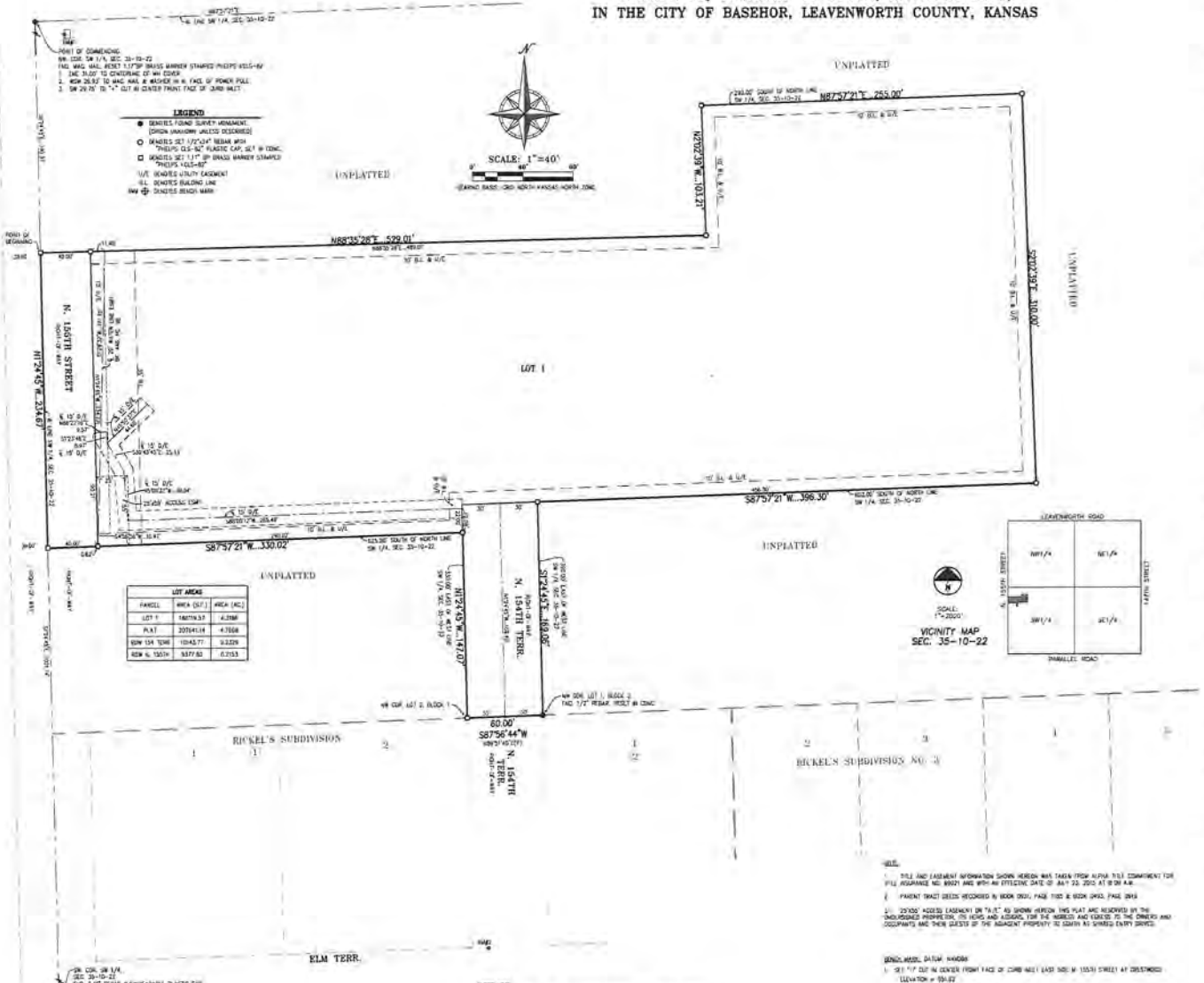
1. Submit public improvement plans.
2. Submit certification by the County showing that all due or unpaid taxes have been paid in full.
3. A subdivision improvements agreement shall be agreed to and executed by the City Council and Cornerstone Associates, LLC and filed with the Leavenworth County Register of Deeds before the final plat will be released for recording.
4. The final plat shall be recorded with the Leavenworth County Register of Deeds before building permits will be issued.

The motion with four (4) stipulations was seconded. The Planning Commission then held discussion on the motion and approved the motion (5-0).

FINAL PLAT OF

LEGACY SENIOR RESIDENCES

A SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER
SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST,
IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS



LOT AREAS		
PARCEL	AREA (SQ.FT.)	AREA (AC.)
LOT 1	186719.33	4.2866
PLAT	207541.14	4.7668
ROW 154 TERR	10443.77	0.2329
ROW N. 156TH	9377.60	0.2153

NOTE:

1. TITLE AND EASEMENT INFORMATION SHOWN HEREON WAS TAKEN FROM ALPHA TITLE COMMITMENT FOR TITLE INSURANCE NO. 89921 AND WITH AN EFFECTIVE DATE OF JULY 22, 2015 AT 8:00 A.M.
2. PARENT TRACT DEEDS RECORDED IN BOOK 0931, PAGE 1103 & BOOK 0933, PAGE 2919
3. 25'X30' ACCESS EASEMENT OR "A.E." AS SHOWN HEREON THIS PLAT ARE RESERVED BY THE UNDERSIGNED PROPRIETOR, ITS HEIRS AND ASSIGNS, FOR THE BENEFIT AND USE OF THE OWNERS AND OCCUPANTS AND THEIR GUESTS OF THE ADJACENT PROPERTY TO GRANT AN SHARED ENTRY DRIVES.

BENCH MARK: DATUM: NAVD88

1. SET 1/2" CUT IN CENTER FRONT FACE OF CURB NEXT EAST SIDE W. 155TH STREET AT CROSSWOOD
   ELEVATION = 931.22
2. 21" WALKERS SPIRE 26 LIGHT POLE OFF 154TH TERRACE AND ELM STREET AS NORTHWEST CORNER
   ELEVATION = 979.05

FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF BASEHOR, COMMUNITY NO. 200450, LEAVENWORTH COUNTY, KANSAS, MAP NO. 20103C0392G AND 20103C0404G, AND DATED JULY 16, 2015.

PEI #120946 – 9-24-15

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION

I, Thomas Dwayne Phelps, registered Land Surveyor of the State of Kansas, do hereby certify that this plat and the survey is based upon work conducted on the ground by me, and are a true and accurate representation of the evidence found in July 2015.

All that part of Southwest Quarter of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 35; thence S 1°24'45" E, along the West line of the Southwest Quarter of said Section 35, a distance of 380.37 feet to the point of beginning; thence N 88°35'28" E, a distance of 529.01 feet; thence N 2°02'39" W, a distance of 103.21 feet; thence N 87°57'21" E, 293.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35; a distance of 255.00 feet; thence S 2°02'39" E, a distance of 310.00 feet; thence S 87°57'21" W, 625.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 396.30 feet; thence S 1°24'45" E, 380.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 169.00 feet to the Northwest corner of Lot 1, Block 2, RICKEL'S SUBDIVISION, a platted subdivision of land in the City of Basehor, Leavenworth County, Kansas; thence S 87°56'44" W, along the North plat line of said RICKEL'S SUBDIVISION, a distance of 60.00 feet to the Northeast corner of Lot 2, Block 1 of said RICKEL'S SUBDIVISION; thence N 1°24'45" W, 330.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 147.07 feet; thence S 87°57'21" W, 625.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 330.02 feet to a point on the West line of the Southwest Quarter of said Section 35; thence N 1°24'45" W, along the West line of the Southwest Quarter of said Section 35, a distance of 234.67 feet to the point of beginning, containing 4.7668 acres, more or less.

Date _____ 2015

By, _____ LS-1075

THOMAS DWAYNE PHELPS LICENSED LS-1075 KANSAS LAND SURVEYOR

Phelps Engineering, Inc
1270 N. Winchester
Olathe, Ks 66061
Phone: 913-393-1155

OWNER'S CERTIFICATE AND DEDICATION

State of Kansas }
County of Leavenworth } ss

This is to certify that the undersigned is the owner of the land described in the plat, and that all taxes on the above described tract of land have been paid, and that they have caused the same to be surveyed and subdivided in the manner shown on the accompanying plat, which subdivision shall be known as LEGACY SENIOR RESIDENCES.

All road rights-of-way on this plat not heretofore dedicated, are hereby so dedicated to the public. An easement or License, to the public to locate, construct and maintain, or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the areas marked for easements on this plat is hereby granted.

Given under our hand at Leavenworth, Kansas this _____ day of _____ 2015.

_____
Duane L. Becker, Trustee of Duane L. Becker
Living Trust dated January 21, 1998

NOTARY CERTIFICATE

State of Kansas }
County of Leavenworth } ss

Be it remembered that on this _____ day of _____ 2015 , before me, a Notary Public in and for said County and State, came Duane L. Becker, Trustee of Duane L. Becker Living Trust dated January 21, 1998 and personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

_____ My appointment expires _____
Notary Public

PLANNING COMMISSION APPROVAL

State of Kansas }
County of Leavenworth } ss

This plat LEGACY SENIOR RESIDENCES has been submitted to, and approved by the Basehor Planning commission on the _____ day of _____, 2015.

_____ _____
Chairman Jon Collins Secretary, Connie Leggett

CITY APPROVAL

State of Kansas }
County of Leavenworth } ss

This plat was approved by the City Council of Basehor, Kansas this _____ day of _____, 2015.

_____ _____
Mayor: David K. Shaw City Clerk: Katherin Kerr

CITY ENGINEER APPROVAL

_____
City Engineer: Mitch Pirek
The City Engineer's plat review is only for general conformance with the subdivision regulations as adopted by the City of Basehor. The City is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

REGISTER OF DEED'S CERTIFICATE

State of Kansas }
County of Leavenworth } ss

This is to certify that this instrument was filed for record in Doc#_____ on this _____ day of _____ 2015 @ book _____ [a.m./p.m.] in the office of the Register of Deeds, Leavenworth County, Kansas.

_____
Leavenworth County, Kansas, Register of Deeds: Stacy N. Driscoll

COUNTY SURVEYOR'S CERTIFICATE

I hereby certify this plat meets the requirements of K.S.A. 58-2001 through 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

_____
Leavenworth County Surveyor: Wayne Wanland, PLS

CERTIFICATE OF AUTHORIZATION
LAND SURVEYING - LS-42
ENGINEERING - L-1-87

CERTIFICATE OF AUTHORIZATION
LAND SURVEYING: 2003000108
ENGINEERING: 2003000108

PEI PLANNING ENGINEERING IMPLEMENTATION

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

THE WORLD COMPANY®

645 New Hampshire
PO Box 888
Lawrence, KS 66044
Phone: (785) 832-2222
Fax: (785) 832-7232
Email: classifieds@ljworld.com

Advertising Receipt

CITY OF BASEHOR
CITY CLERK
PO BOX 406
BASEHOR, KS 66007

Customer No.:	10004252
Customer Phone:	913-724-1370
Order No.:	10559766
Ad Type:	Classified
Ad Number:	11445580
Category:	Public Notices

Ad Taker: svarnado Key Words: PHN 0917

Description	Start	Stop	Insertions	Total
Classified Advertising				126.00
Bonner	09/17/15	09/17/15	1	
LJWorld.com	09/17/15	09/17/15	1	

Total:	126.00
Prepaid:	0.00
Total Due:	**$126.00**

hkjh klj hklh ljk kh klh lkh
ljkh llhk lkjh lkjh

PUBLIC HEARING NOTICE
CITY OF BASEHOR
PLANNING COMMISSION

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas will hold the following public hearings on Tuesday, October 6, 2015 at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas for the following items.

1. A Revised Preliminary Development Plan for Basehor Town Center submitted by Oppermann LandDesign, LLC on properties in Section 35, Township 10 South, Range 22 East, containing the following description:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BENINNING AT THE EAST QUARTER CORNER OF SAID SECTION 35-10-22; THENCE SOUTH 01 DEGREE 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 1329.41 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE SOUTH 88 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 1320.42 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 01 DEGREE 24 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE A DISTANCE OF 555.74 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 12 SECONDS WEST, PARALLEL TO THE NORTH LINE OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SAID SECTION 35-10-22, AND ALONG THE NORTH LINE OF RICKEL'S SUBDIVISION AND RICKEL'S SUBDIVISION NO.3, BOTH SUBDIVISIONS OF LAND IN THE CITY OF BASEHOR, A DISTANCE OF 3932.25 FEET, TO THE NORTHWEST CORNER OF SAID RICKEL'S SUBDIVISION, POINT ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 155TH STREET AS SAID RIGHT-OF-WAY NOW EXISTS; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1524.22 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 360.48 FEET; THENCE NORTH 01 DEGREE 24 MINUTES 41 SECONDS WEST, A DISTANCE OF 354.66 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ABANDONED KANSAS CITY NORTHERN RAILWAY; THENCE SOUTH 88 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 69.52 FEET, TO THE CENTER LINE OF SAID ABANDONED RAILWAY; THENCE NORTH 42 DEGREES 34 MINUTES 14 SECONDS EAST, ALONG THE CENTERLINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 378.32 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, BEING TANGENT TO LAST DESCRIBED COURSE HAVING A RADIUS OF 1889.10 FEET, A CHORD BEARING OF NORTH 65 DEGREES 15 MINUTES 47 SECONDS EAST, AN ARC DISTANCE OF 1496.39

FEET AND A CHORD DISTANCE OF 1457.57 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 18 SECONDS EAST, CONTINUING ALONG THE CENTER LINE OF SAID ABANDONED RAILWAY, A DISTANCE OF 2426.29 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1133.44 FEET;
THENCE NORTH 87 DEGREES 57 MINUTES 32 SECONDS EAST, A DISTANCE OF 933.49 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 60.00 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 933.49 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 34 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 35-10-22, A DISTANCE OF 745.58 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35-10-22; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 35-10-22, A DISTANCE OF 933.49 FEET TO THE POINT OF BEGINNING.
CONTAINS 12,455,643.02 SQUARE FEET OR
285.94 ACRES.

2. Legacy Senior Residences Final Plat submitted by Phelps Engineering, Inc. The proposed plat is located at near 155th Street and Elm Street, containing the following description:

All that part of Southwest Quarter of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 35; thence S 1°24'45" E, along the West line of the Southwest Quarter of said Section 35, a distance of 390.37 feet to the point of beginning; thence N 88°35'28" E, a distance of 529.01 feet; thence N 2°02'39" W, a distance of 103.21 feet; thence N 87°57'21" E, 293.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 255.00 feet; thence S 2°02'39" E, a distance of 310.00 feet; thence S 87°57'21" W, 603.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 396.30 feet; thence S 1°24'45" E, 390.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 169.06 feet to the Northwest corner of Lot 1, Block 2, RICKEL'S SUBDIVISION, a platted subdivision of land in the City of Basehor, Leavenworth County, Kansas; thence S 87°56'44" W, along the North plat line of said RICKEL'S SUBDIVISION, a distance of 60.00 feet to the Northeast corner of Lot 2, Block 1 of said RICKEL'S SUBDIVISION, thence N 1°24'45" W, 330.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 147.07 feet; thence S 87°57'21" W, 625.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 330.02 feet to a point on the West line of the Southwest Quarter of said Section 35; thence N 1°24'45" W, along the West line of the Southwest Quarter of said Section 35, a distance of 234.67 feet to the point of beginning, containing 4.7668 acres, more or less.

All persons who desire to comment for or against said applications are invited to appear at the time and place mentioned above. Copies of the applications and full legal descriptions are available for review during normal business hours at Basehor City Hall. Questions about the applications may be directed to Mitch Pleak, City Engineer at 913-724-1370.

PLANNING COMMISSION
CITY OF BASEHOR, KANSAS

APPLICATION FORM

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Project Name & Description: Legacy Senior Living	Total Site Acreage: 4.57 Ac	Present Zoning: PR
Legal Description (May be attached as separate sheet): See Attached Legal		Proposed Zoning: PR
Project Address / General Location: 2429 N. 155th Street, Basehor, Ks.		Presubmittal Date: June 15, 2015
Parcel ID Number (CAMA Number): 1573503003002.000		Floor Area Classification
Property Owner Name: Cornerstone Associates LLC	Phone: 402/341-0888	Fax: 402/341-2655
Property Owner Address: 209 South 19th Street - Ste 100	City: Omaha, Nebraska	State: Zip: 68102
Applicant's Name (if different from above): Phelps Engineering Inc.	Phone: 913/393-1155	Fax: 913/393-1166
Applicant's Address: 1270 N. Winchester	City: Olathe	State: Kansas Zip: 66061
Applicant's mobile phone: 913/208-3927	Property Owner and/or Applicant's E-mail address	

APPLICATION TYPE

[ ] **Annexation**	[ ] **Preliminary Development Plan** (Submit Sheet A)
[ ] **Rezoning** (Submit Sheet A)	[ ] **Final Development Plan** (Submit Sheet A)
[ ] **Conditional Use Permit** (Submit Sheet A)	[ ] **Lot Split**
[ ] **Site Plan**	[ ] **Preliminary Plat**
[ ] **Variance** (Submit Sheet B)	[X] **Final Plat / Replat**

PROJECT INFORMATION

Existing Use
[X] Residential [ ] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Vacant [ ] Other _____

Proposed Use
[X] Residential [ ] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Other _____

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)

Total Site Area: 4.53 Ac.	Existing Floor Area: 1647 S.F. house	Existing Building Footprint: 1647 S.F.	Open Space Area: 2.52 Acres
No. of Buildings: 1 apartment / 29 garages	Proposed Floor Area: 52,206 S.F.	Proposed Building Footprint	Pavement Coverage: 60,672 S.F.

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY

Proposed Number of Lots: 1	Maximum Lot Size: 4.53 Ac.	Minimum Lot Size: 2 Acres	Average Lot Size: N/A

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

X _____ Signature 7/29/15 Date

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

SHEET A

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? Doing a Revised Preliminary Development Plan to replace 46 attached townhomes with 1 - 48 unit senior living apartment building.

2. What Is the Suitability of Subject Property for the Uses to Which It Has Been Restricted? It is very suitable. The change makes less of an impact + significantly increases the tracts open space.

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property? We are not requesting the removal of any restrictions.

4. What Is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners? We are not changing the landuse. We are replacing 10 townhome buildings with one multifamily building.

5. How Does Your Request Conform with the Comprehensive Plan? We are in conformance with the Comprehensive Plan, since we are revising an existing approved plan and not changing the landuse.

If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.

1. Please provide a statement regarding why the development plan would be in the public interest. It will provide for development of Ag property in downtown Basehor and provide living units for elderly citizen who would like to stay in Basehor, but live in a maintenance free environment.

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002. Not Applicable

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 12

Topic: Legacy Senior Residences Final Plat Subdivision Improvement Agreement.

Action Requested: Approve Resolution 2015-20, approving Legacy Senior Residences Final Plat Subdivision Improvement Agreement.

Narrative: The purpose for Legacy Senior Residences Final Plat is to construct a 48 unit senior housing facility. 1 lot is being proposed with access to/from the facility from 155th Street and N. 154th Terrace. The plat is general located near 155th Street and Elm Street containing 4.77 acres.

The proposed development includes public improvements which requires a Subdivision Improvement Agreement. The improvements include the extension of 154th Terrace and underground storm sewer. Only the portion of the storm sewer will be dedicated. The dedicated storm sewer includes infrastructure that conveys drainage from a separate tract through Legacy Senior Residences Final Plat. The dedicate storm sewer will be placed in a drainage easement depicted in the final plat.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Resolution 2015-20, approving Legacy Senior Residences Final Plat Subdivision Improvement Agreement.

Attachments:
Resolution 2015-20

Projector needed for this item? No

RESOLUTION NO. 2015-20

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN SUBDIVISION IMPROVEMENTS AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND CORNERSTONE ASSOCIATES, LLC.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Subdivision Improvements Agreement with Cornerstone Associates, LLC, 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 Subdivision Improvements Agreement with Cornerstone Associates, LLC, attached as **Exhibit A**.

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

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

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

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Subdivision Improvements Agreement

To be attached.

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, entered into on the _____ day of _____, 20____, by and between the City of Basehor, Kansas, hereinafter known as the "City" and Cornerstone Associates, LLC, hereinafter known as the "Developer", witnesseth that;

WHEREAS, the Developer has requested the City to permit the platting of a tract of land known as the Final Plat of Legacy Senior Residences, and further described as a 4.77 acre tract of land located in the southwest quarter of Section 35, Township 10 South, Range 22 East, in Leavenworth County, Kansas, legally described in Exhibit A (the "Property"); and

WHEREAS, the City has approved such platting as being in compliance with requirements of the Basehor Zoning Ordinance and Basehor Subdivision Regulations in force by the City; and

WHEREAS, the Developer intends to develop the Property as a senior housing development (the "Development") in accordance with the Basehor Zoning Ordinance, the Basehor City Code and any and all applicable City ordinances and regulations; and

WHEREAS, the Developer, its vendors, grantees, assigns, successors, trustees, and all others holding any interest now or in the future, agree and enter into this Agreement which shall operate as a covenant running with the land and be binding upon the Developer and its representatives; and

NOW, THEREFORE, the City and the Developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. Description of Public Improvements:

1. Streets, Curb and Gutter:

   154th Terrace
   Construction of approximately three hundred twenty-three (323) lineal feet of twenty-four (24) foot width open ditch street with 8" (eight inch) depth asphaltic concrete. No curb and gutters will be required.

2. Storm Sewer:

   Storm sewers and storm drainage structures consist of one (1) curb inlet, one (1) junction box, one (1) special outlet, one (1) area inlet and five (5) end sections. Underground piping shall consist of approximately thirty-two (32) linear feet of corrugated metal piping (min.16 gauge) and four hundred and fifty-two (452) linear feet of HDPE pipe. Four (4) of the five (5) total end sections will require light 24" min. plain stone rip-rap.

3. Utilities:

   All new utilities shall be installed underground.

B. Engineering Drawings:

Drawings shall be prepared in accordance with Chapter IV, Sections 4-101, 4-102, 4-106, and 4-107 of the Basehor Subdivision Regulations and the most recent adopted edition of the City of Basehor Technical Specifications for Public and Private Improvements. All drawings shall be submitted, reviewed, and approved before a construction permit will be issued for construction of the public improvements.

C. Bonding:

A performance bond must be on file with the City before any construction activities may take place. The Developer, through his contractors, has elected to provide a performance bond in the form of a corporate surety in the amount of 125% (one-hundred-twenty-five percent) of the construction costs as based on the City Engineer's estimate, or as based upon the actual construction contract amount if provided by the Developer and agreed upon by the City Engineer. Once the improvements have been completed, a maintenance bond in the amount of 25% (twenty-five percent) of the construction costs shall be filed with the City Clerk, prior to the acceptance of the improvements by the City. The maintenance bond will be in effect for a period of two years following the date of acceptance of the public improvements by the City. At the end of the two-year period of the maintenance bond, a subsequent inspection of the public improvements will be conducted prior to the release of the maintenance bond.
The maintenance bond will not be released until any deficiencies have been corrected and all sidewalks across vacant lots, where sidewalks are required, have been constructed and all work has been approved by the City.

D. Construction of Public Improvements:

All public improvements will be constructed in accordance with Chapter IV, Sections 4-102, 4-106, and 4-107 of the Basehor Subdivision Regulations and the most recent adopted edition of the City of Basehor Technical Specifications for Public and Private Improvements. No construction shall begin until all the below requirements have been met:

1. This Subdivision Improvements Agreement has been properly executed and recorded with the Leavenworth County Register of Deeds;

2. The engineering drawings have been approved by the City Engineer;

3. The performance bond has been submitted and approved by the City Engineer and placed on file with the City.

4. The City has an executed contract for inspection services.

5. The required fees have been paid; and

6. A five-day notice has been provided to the City Engineer before commencement of construction activities, in accordance with the Basehor Design Criteria for Public and Private Improvement Projects.

E. Inspection of Public Improvements:

1. Quality control of the sanitary sewer system shall be the responsibility of the Developer and will be accomplished in accordance with the most recent requirements of the Kansas Department of Health and Environment. Continuous observation of all construction and quality assurance inspections shall be performed by the City Engineer or his/her designee. The City Superintendent will be notified prior to air testing of the new sewer line sections, vacuum testing of manholes, mandrel testing of new lines. All new lines installed and existing sewer lines which require a tap and saddle connection in association with the Development shall have a videotape inspection done prior to the release of the maintenance bond. All costs associated with the inspection, videotaping, and testing of the sewer lines shall be bore by the Developer. Such testing shall proceed only after permission is granted by the City Superintendent, and will only be accomplished with the City Superintendent or his/her designee present during the actual testing and video-taping.

2. Quality control for construction of the storm sewer system, drainage, street sub-base, curb and gutter, pavement of the streets and cul-de-sacs, and sidewalks constructed as part of the public improvements, will be the responsibility of the Developer. Quality assurance inspections will be performed by the City Engineer or his/her designee.

3. The Developer shall pay for inspection personnel furnished by the City, under the supervision of the City Engineer, on all public improvements constructed by the Developer. Invoices shall be forwarded to the Developer within five days of receipt by the City. Payment shall be due within thirty (30) days of Developer's receipt of the invoice. The Developer shall keep the City informed as to what work is in progress, and will specifically notify the City and City Engineer prior to:

    1. Placement of any storm drain collection and junction boxes;

    2. Placement and backfilling of any storm sewer piping;

    3. Placement of any asphalt, whether it be base course or final course; and

    4. Placement of any curb and gutter, and sidewalks.

F. Erosion Control:

Control of erosion during construction of the Public and Private Improvements shall be the responsibility of the Developer. Control of erosion during the construction of

structures within the Development shall be the responsibility of the Developer until an occupancy certificate is issued. Erosion control measures shall include silt fencing, straw bale silt protection, gravel filter bags, and drainage swales. A design and layout of the erosion control measures have been included in the engineering drawings. Silt fences and straw bale silt protection will be installed to prevent silt from entering all creek tributaries, as needed and as required per plans.

During the construction of the sanitary sewer and storm sewers, erosion control will be provided to prevent siltation in all manholes, drainage piping, and inlet boxes. Upon completion of the streets, gravel filter bags will be installed and maintained at all storm box inlets. Additional silt fencing and straw bale silt protection shall be installed at any location where silt is likely to wash into a completed street. Such erosion protection shall be maintained until a suitable ground cover has been established.

Erosion control measures will be routinely inspected by the City Building Official. Failure to maintain adequate erosion control will be reason to issue a stop work order until such protection measures have been properly installed or repaired and approved by the City.

G. Parkland Fee Assessment:

The Developer shall contribute to the Park Fund in accordance with the City's Parkland Fee ordinance. The Developer has elected to have the Parkland Fee collected at the time of issuance of a building permit.

Total Parkland Fee due for a the Development is $9,600.00
48 units @ $200 per unit

H. Transportation Excise Tax:

The Developer shall contribute to the Transportation Excise Tax Fund in accordance with the City's Transportation Excise Tax ordinance. The developer has elected to have the fee collected at the time of issuance of a building permit.

Total Transportation Excise Tax due for the Development is $18,700.29.
4.77 acres (207,781 sq. ft.) @ $0.09 per sq. ft.

I. Landscaping:

All landscaping shall be in accordance with the City's landscape ordinance and the City of Basehor Commercial Development Guidelines. All landscaping shall be installed in conjunction with the installation and construction of all public and private improvements. No Occupancy Permit shall be issued until all required landscaping is complete and approved by the City.

J. Maintenance of Lots and Common Areas (Medians and Detention Area):

The Developer is responsible for the ownership and maintenance of all fixtures, signage, and landscaping in all areas designated as common areas, private improvement areas, or constructed as a type of median. This will include:

1. Providing a suitable ground cover to prevent erosion, the mowing of the ground cover, and control of weeds in the Development;

2. Maintaining the Development in such a manner as to eliminate the build-up of trash and construction debris;

3. Providing and maintaining appropriate erosion control measures such as silt fences, bale ditch checks, and gravel-filled bags to prevent mud and trash from entering the public streets and storm sewers.

K. Protection of Existing Improvements:

The Developer shall be required to designate all roadways to be used as access to the Development by construction equipment for the construction of all improvements in the Development. The City Superintendent shall videotape all roadways designated by the Developer for the purpose of verifying the existing condition of the designated roadways. This videotape shall then be used to determine if deterioration of the roadbed and surface has occurred due to the construction traffic created by the Development. The Developer shall be responsible for any damage, labor, materials, and costs necessary to restore the roadbed and surface to its condition prior to the initiation of Development construction. The roadbed and surface must be restored to the City Superintendent's satisfaction before building permits will be issued.

L. Building Permits:

Building Permits will be issued when all of the following conditions have been met:

1. The Final Plat has been filed at the Leavenworth County Register of Deeds Office;

2. All erosion control measures are in place;

3. The building plans and site plans have been reviewed and approved and all fees have been paid;

4. All fees for plan review (including preliminary & final plats, development plans, improvement plans, etc.) and quality assurance construction inspections are paid current to date of Building Permit Application; and

5. Any damage to existing improvements have been restored to a condition acceptable to the City Superintendent.

No wood construction will be allowed to take place prior to all of the above conditions being met.

M. Occupancy Permits:

No Final Certificate of Occupancy will be issued for any structure within the Development until:

1. All required work on the structure has been completed;

2. The structure has passed final inspection by the City;

3. All inspection fees have been paid;

4. All storm systems and curb and gutter are in place;

5. Sanitary sewers have been installed and inspected by the City;

6. Water lines and fire hydrants have been installed, have been inspected by the City and are operational; and

7. All public improvements have been accepted by the City.

N. Failure to Maintain:

In the event the Developer, its successors and/or assigns, fails to maintain the medians and common areas in good condition, the City will notify the Developer, it successors and/or assigns, of deficiencies by letter. The Developer will have ten (10) days from the date of the letter to respond to the City with an adequate plan to resolve maintenance issues. If maintenance issues are not resolved by the Developer in a timely manner, the Developer hereby consents and agrees that City may enter upon the medians and common areas of the Development and take whatever steps necessary to correct deficiencies identified in the inspection report. All costs of resolving such maintenance issues shall be assessed to the Developer, its successors and/or assigns, including administrative costs, materials, personnel, attorneys fees and any penalties. The assessment may be accomplished by placing a special assessment on the Property, which may be placed on the tax bill and collected in the same manner as ordinary taxes. It is expressly understood and agreed that the City is under no obligation to routinely maintain the medians and common areas, and in no event shall this Agreement be construed to impose any such obligation on the City.

O. No Agency or Partnership:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer, nor between the City and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

P. Indemnification:

Developer agrees to indemnify, defend, and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the gross negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of the City. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

Q. Governing Law:

This Agreement shall be construed under the laws of the state of Kansas.

R. Entire Agreement:

This Agreement constitutes the entire agreement between the parties hereto. However, this Agreement is not all-inclusive of the requirements of the City, nor does it relieve the Developer from the requirements not expressly identified in this agreement that are required by the Zoning Ordinance, Subdivision Regulations, and the Basehor City Code.

S. Notices:

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:

CITY:
City of Basehor
City Administrator
P.O. Box 406
2620 North 155th Street
Basehor, KS 66007

DEVELOPER:
Cornerstone Associates, LLC
Bobbi Jo Lucas
209 S. 19th Street
Omaha, NE 68102

T. Counterparts:

This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

U. Binding Effect:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

V. Severability:

The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

W. Recording:

This Agreement shall be recorded among the land records of Leavenworth County, Kansas by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's and/or subdivision association. This Agreement shall be recorded with the record plat of any development of the Property.

X. Amendments:

This Agreement shall not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

{Remainder of this page left blank intentionally}

Signature Page to Subdivision Improvements Agreement

CITY OF BASEHOR

_____
Mayor David K. Breuer

ATTEST:

_____
Katherine M. Renn, City Clerk

DEVELOPER

B. Lucas
Signature

Bobbi Jo Lucas
Print Name

STATE OF ~~Kansas~~ Nebraska)
) ss.
COUNTY OF Douglas)

On this 29th day of September, 2015, before me, the undersigned Notary Public, in and for said state, personally appeared Bobbi Jo Lucas, President of Cornerstone Associates, known to me to be the person described in and who executed the within Subdivision Improvements Agreement on behalf of said corporation, and acknowledged to me that she executed the same for the purposes therein stated and that the foregoing instrument was authorized by the board of directors of said corporation, and she acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.

Corinne K Conger
Notary Public:

My commission expires:

Nov 26, 2017

CORINNE K CONGER
General Notary
State of Nebraska
My Commission Expires Nov 26, 2017

EXHIBIT A
Legal Description

Description:

All that part of Southwest Quarter of Section 35, Township 10 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 35; thence S 1°24'45" E, along the West line of the Southwest Quarter of said Section 35, a distance of 390.37 feet to the point of beginning; thence N 88°35'28" E, a distance of 529.01 feet; thence N 2°02'39" W, a distance of 103.21 feet; thence N 87°57'21" E, 293.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 255.00 feet; thence S 2°02'39" E, a distance of 310.00 feet; thence S 87°57'21" W, 603.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 396.30 feet; thence S 1°24'45" E, 390.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 169.06 feet to the Northwest corner of Lot 1, Block 2, RICKEL'S SUBDIVISION, a platted subdivision of land in the City of Basehor, Leavenworth County, Kansas; thence S 87°56'44" W, along the North plat line of said RICKEL'S SUBDIVISION, a distance of 60.00 feet to the Northeast corner of Lot 2, Block 1 of said RICKEL'S SUBDIVISION, thence N 1°24'45" W, 330.00 feet East of and parallel with the West line of the Southwest Quarter of said Section 35, a distance of 147.07 feet; thence S 87°57'21" W, 625.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 35, a distance of 330.02 feet to a point on the West line of the Southwest Quarter of said Section 35; thence N 1°24'45" W, along the West line of the Southwest Quarter of said Section 35, a distance of 234.67 feet to the point of beginning, containing 4.7668 acres, more or less.