AGENDA
BASEHOR CITY COUNCIL
May 18, 2016 - 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. Indigent Defense Attorney Fund – Ordinance No. 668
   d. Municipal Services Advisor Agreement – Springsted Resolution 2016-12

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. **Mize Houser & Company Audit Review – Resolution 2016-09**
6. **Annual City Official Appointments**
7. **City Attorney Appointment – Resolution 2016-10**
8. **City Prosecutor Agreement – Resolution 2016-11**
9. **Compensation & Salaries – Judge, Prosecutor & City Attorney – Ordinance No. 669**
10. **Final Plat High Point Downs – Second Plat Ordinance No. 670**
11. **Basehor Town Center Revised Prelim. Development Plan, Perez – Ordinance No. 671**
12. **City Administrator's Report**
13. **Council Members Report**
14. **Mayor's Report**
15. **Executive Session** *(if needed)*
16. **Adjournment**

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

Minutes
Basehor City Council Meeting
Basehor City Hall, April 20, 2016

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

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

Council Members present: David K. Breuer, Travis Miles, Vernon Fields, Rae Anderson Nicholson, Ty Garver and Dick Drennon.

Staff Present: Chief of Police/City Administrator, Lloyd Martley, City Planning & Zoning Director, Mark Lee, City Clerk, Katherine Renn and City Attorney, Shannon Marcano.

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

a. City Council Minutes
b. Treasurer's Report
c. Falcon Lakes Replat – Ordinance No. 667
d. Basehor Elementary School Sanitary Agreement – Resolution 2016-08
e. Shark's Cove liquor license renewal

Councilman Miles moved to approve the consent agenda and Councilwoman Nicholson seconded. The motion passed unanimously, 5-0.

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

4. Unfinished Business – *None at this time*

New Business

5. Health Benefits Renewal
Councilman Garver moved to approve the employee health benefits insurance renewal for medical, dental, vision and short/long term disability coverage and Councilman Drennon seconded. The motion passed unanimously, 5-0.

6. City Administrator's Report
Mr. Martley made a few announcements for upcoming events:

- Electronic recycle program will be taking place at the library on April 24, 2016
- Drug take back program at the Basehor library, Saturday April 30, 2016
- Mize Houser will be at the upcoming May 4th work session to go over the annual audit
- Daylight Donuts will be coming in to do business next to Stars & Stripes in the Pinehurst plaza

7. Council Members Report
Vernon Fields – Mentioned how he and Planning Commission Chair, Jon Gallion will be attending a workshop for eligible funding opportunities for economic development and housing opportunities in Topeka next week.

8. Mayor's Report – *None at this time*

9. Executive Session
Councilman Garver moved to go into executive session for thirty minutes to discuss personnel matters and resume at 7:45 p.m. and Councilman Miles seconded. The motion passed unanimously, 5-0.
Council resumed at 7:45 p.m. and Councilman Garver moved to go into executive session for additional fifteen minutes to continue to discuss personnel matters and resume at 8:00 pm. and Councilman Fields seconded. The motion passed unanimously, 5-0.

Council resumed at 8:00 p.m. and Councilman Garver moved to go into executive session for an additional ten minutes to continue to discuss personnel matters and resume at 8:10 pm. and Councilman Miles seconded. The motion passed unanimously, 5-0.

Council resumed at 8:10 p.m. and no action was taken.

10. Adjournment
Councilman Drennon moved to adjourn regular meeting at 8:15 p.m. and Councilman Fields seconded. Motion passed unanimously, 5-0.

_____
David K. Breuer, Mayor

Attest:

_____
Katherine M. Renn, City Clerk

Minutes
Basehor City Council Planning Retreat
BMO Harris Bank-Long Branch, 6333 Long Ave. Shawnee, KS 66216
April 22, 2016

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

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

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

Jon Gallion, Planning Commission Chair in attendance in the audience.

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

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

Mr. Hart reviewed the 2017 Budget, Employee Benefit Fund Assumptions and the Enterprise Fund Resources and the possible sources for projects the City Council would like to see moving forward. Some of the topics discussed before lunch were:

1. Capital Projects Funding Resources

2. City Campus development – Designing and building City Hall, Police Department, Community Center.

3. Basehor Town Center update – mill levy increase

Mr. Myracle gave brief status updates on these projects before breaking for lunch:

1. Sidewalk Project, City Park to 155th and Leavenworth Road
2. Design and sewer rehabilitation and the construction of storm water drainage issue from Parallel to Landauer starting on 153rd St
3. City Park improvements

City Council and staff dismissed for lunch at 11:30 a.m. and then resumed for remainder of work session at 1:00 p.m. After lunch council members and staff had open discussion on the growth of the community and the idea of looking into the comprehensive plan again in the near future.

Mayor Breuer went on to thank the staff and the board for taking time out their busy schedules to plan the materials and attend today's planning session.

Adjournment –
Councilman Drennon moved to adjourn planning retreat at 2:50 p.m. and Councilman Miles seconded. Motion passed unanimously, 5-0.

_____
David K. Breuer, Mayor

Attest:

_____
Katherine M. Renn, City Clerk

CITY OF BASEHOR
APRIL 2016 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$2,912,231	$1,029,791	$617,492	21%
Special Park	$88,000	$20,176	$3,388	4%
Sewer	$1,794,456	$650,169	$391,541	22%
Cedar Lake Maintenance	$40,000	$16	$2,122	5%
Bond & Interest	$866,112	$521,171	$77,378	9%
Solid Waste	$322,275	$119,664	$86,222	27%
Special Highway	$1,175,000	$288,837	$6,843	1%
Municipal Equipment Reserve	$175,000	$226	$66,090	38%
Capital Improvement	$966,466	$85,917	$52,749	5%
Employee Benefit	$618,804	$246,729	$190,732	31%
LCSD#3	$33,000	$29	$9,181	28%

Department

General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	$378,219	$142,068	$236,151	38%
Street	$237,316	$51,256	$186,060	22%
Governing Body	$537,800	$34,199	$503,601	6%
Police	$924,651	$279,015	$645,636	30%
Facilities	$146,913	$37,787	$109,126	26%
Administrator	$249,506	$9,505	$240,001	4%
Park & Recreation	$74,942	$12,866	$62,076	17%
Miscellaneous	$162,700	$7,676	$155,024	5%
HR	$27,600	$5,267	$22,333	19%
Planning	$172,584	$37,852	$134,732	22%

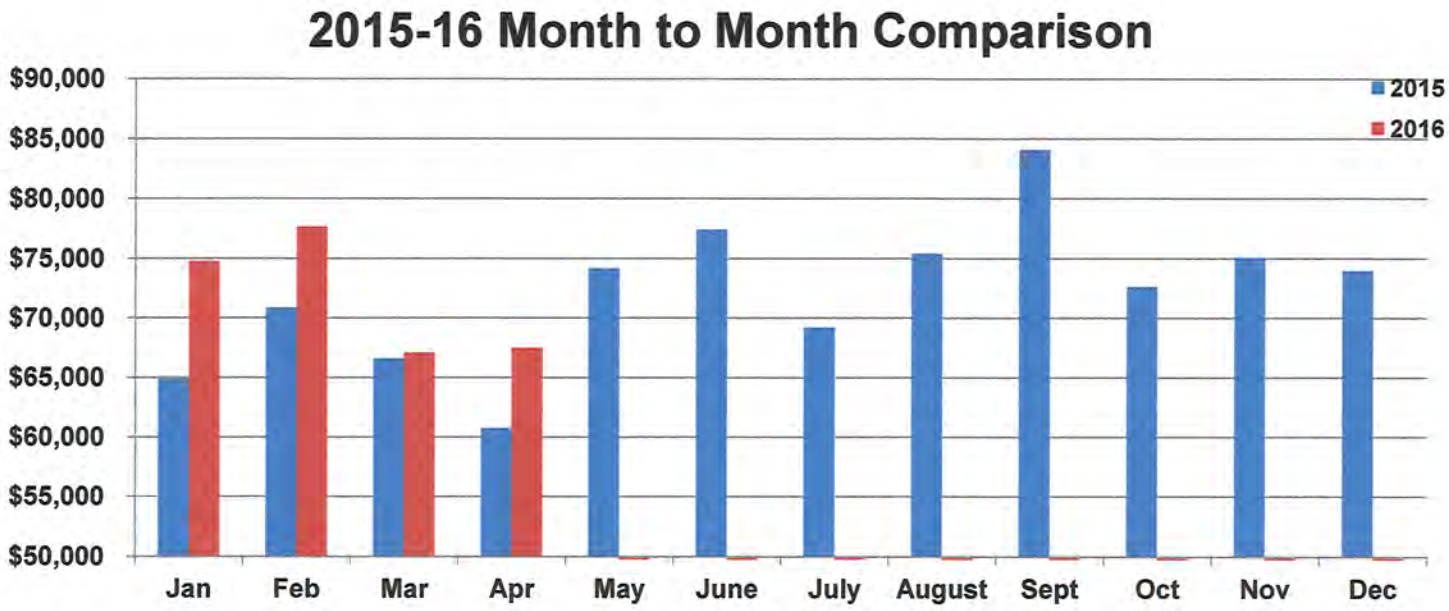
**MISC includes transfers out of general fund into MERF, Sewer, and Capital Improvemer

MONTHLY SALES TAX COLLECTIONS 2012-2016

	2012	2013	2014	2015	2016	Monthly Diff. '15 - '16	% Difference	2015 YTD	2016 YTD	Diff. '15 -'16	% Difference
Jan	57,962.61	55,854.63	57,521.05	64,945.65	74,803.28	9,857.63	13.2%	64,945.65	74,803.28	9,857.63	13.2%
Feb	48,668.43	50,846.50	61,331.66	70,869.41	77,689.41	6,820.00	8.8%	135,815.06	152,492.69	16,677.63	10.9%
Mar	51,596.39	50,846.50	54,298.46	66,612.89	67,094.24	481.35	0.7%	202,427.95	219,586.93	17,158.98	7.8%
Apr	42,372.82	48,009.19	59,434.83	60,756.14	67,477.32	6,721.18	10.0%	263,184.09	287,064.25	23,880.16	8.3%
May	50,639.59	53,986.75	59,679.42	74,209.84				337,393.93			
June	55,921.34	60,215.87	66,757.64	77,452.56				414,846.49			
July	49,304.00	56,140.33	66,800.72	69,216.07				484,062.56			
Aug	55,484.63	60,644.35	63,635.42	75,424.27				559,486.83			
Sept	62,953.65	59,886.19	67,381.62	84,096.74				643,583.57			
Oct	57,986.12	59,634.13	75,075.03	72,635.93				716,219.50			
Nov	59,821.88	58,067.36	69,812.32	75,123.36				791,342.86			
Dec	49,586.00	58,821.13	67,635.00	73,979.24				865,322.10			
	642,297.46	672,952.93	769,363.17	865,322.10	287,064.25						

2016 TDD $10,231.22

2015 TDD $31,717.59



SOLID WASTE FUND HIGHLIGHTS

For the Month of April 2016

MONTH	2015 SOLID WASTE COUNT	2016 SOLID WASTE COUNT	% DIFFERENCE
January	1,847	1,973	6.39%
February	1,852	1,989	6.89%
March	1,866	1,995	6.47%
April	1,891	2,017	6.25%
May	1,911		
June	1,926		
July	1,932		
August	1,946		
September	1,953		
October	1,954		
November	1961		
December	1969		
AVERAGE	1,917	1,994	6.50%

MONTH	2015 SOLID WASTE BILLED	2016 SOLID WASTE BILLED	% DIFFERENCE
January	$25,963.34	$27,792.02	6.58%
February	$26,060.62	$27,985.20	6.88%
March	$26,221.64	$28,082.41	6.63%
April	$26,404.12	$28,314.15	6.75%
May	$26,756.19		
June	$26,956.84		
July	$27,320.41		
August	$27,233.52		
September	$27,376.36		
October	$27,514.14		
November	$27,701.83		
December	$27,751.72		
TOTAL	$323,260.73	$112,173.78	

MONTH	2015 AVERAGE BILL	2016 AVERAGE BILL	% DIFFERENCE
January	$14.06	$14.09	0.21%
February	$14.07	$14.07	0.00%
March	$14.05	$14.08	0.21%
April	$13.96	$14.04	0.57%
May	$14.00		
June	$14.00		
July	$14.14		
August	$13.99		
September	$14.02		
October	$14.08		
November	$14.13		
December	$14.09		
AVERAGE	$14.05	$14.07	0.15%

SEWER FUND HIGHLIGHTS

For the Month of April 2016

MONTH	2015 SWR COUNT	2016 SWR COUNT	% DIFFERENCE
January	1960	2077	5.63%
February	1960	2085	6.00%
March	1971	2090	5.69%
April	1997	2107	5.22%
May	2017		
June	2032		
July	2037		
August	2055		
September	2065		
October	2057		
November	2065		
December	2073		
AVERAGE	2024	2090	

MONTH	2015 SWR BILLED	2016 SWR BILLED	% DIFFERENCE
January	$98,315.70	$103,888.24	5.67%
February	$99,121.87	$106,054.34	6.99%
March	$98,797.47	$104,234.00	5.50%
April	$98,845.10	$105,982.42	7.22%
May	$102,569.87		
June	$103,045.89		
July	$102,504.86		
August	$103,973.82		
September	$104,665.79		
October	$105,097.52		
November	$104,622.86		
December	$103,882.70		
TOTAL	$1,225,443.45	$420,159.00	

MONTH	2015 AVERAGE SWR BILL	2016 AVERAGE SWR BILL	% DIFFERENCE
January	$50.16	$50.02	-0.28%
February	$50.57	$50.87	0.59%
March	$50.13	$49.87	-0.52%
April	$49.50	$50.30	1.62%
May	$50.85		
June	$50.71		
July	$50.32		
August	$50.60		
September	$50.69		
October	$51.09		
November	$50.66		
December	$50.11		
AVERAGE	$50.45	$50.27	-0.37%

04/21/2016 CHECK REGISTER FOR CITY OF BASEHOR

CHECK DATE FROM 04/09/2016 - 04/21/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
04/20/2016	1	23210-23211	VOIDED/REPORTS PRINTED ON CHECKS		0.00
04/20/2016	1	23212	CASECO TRUCK BODY	NEW CASECO CSB SERVICE BODY W/ CRANE	19,723.00
04/20/2016	1	23213	SHAWNEE MISSION FORD	2016 F-350 SUPER CAB & CHASIS 4X4	38,080.00
04/21/2016	1	23214	ADRIANNE PARR	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23215	ANDREW & LISA ADAIR	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23216	BETH LACY	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23217	CORY & PEGGY KRAMER	YOUTH SPORTS REBATE X 2	55.00
04/21/2016	1	23218	CRYSTAL GORDON	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23219	DUSTIN L DARTING	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23220	ERIN THOM	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23221	JANELL BARKER	YOUTH SPORTS REBATE X 2	55.00
04/21/2016	1	23222	JOE & HEIDI PATE	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23223	KRISTOPHER CRETEN	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23224	LAUREN WEBER	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23225	LEAVENWORTH COUNTY SHERIFF	BOARD BILL MARCH 2016	1,375.00
04/21/2016	1	23226	MADDIE BACON	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23227	MELISSA BOSLEY	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23228	MICHAEL & SHELLY ESSARY	YOUTH SPORTS REBATE X 2	55.00
04/21/2016	1	23229	MICHELLE SPEER	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23230	PATRICK VEERKAMP	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23231	REBECCA GANDARA	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23232	RECORD NEWS	MUNICOURT PLEA-JUDGEMENT FORM	294.00
04/21/2016	1	23233	RYAN P KELLEY	YOUTH SPORTS REBATE	27.50
04/21/2016	1	23234	SPOTS OFF LLC	PATROL CAR WASHES MARCH 2016	30.66
04/21/2016	1	23235	TRACI JO DOCKERY	REIMB/TRASH BAGS	18.08
04/21/2016	1	23236	TRAINING AT YOUR PLACE	UPDATE COURT PROGRAM AND REQUIRED FIXES	2,280.00

1 TOTALS:

Total of 25 Checks:	62,378.24
Less 0 Void Checks:	0.00
Total of 25 Disbursements:	62,378.24

4/26/16

Lloyd Martley
City Administrator

Katherine M. Renn 4-21-16

Katherine Renn
City Clerk

Kristi Olson 4.21.16

Kristi Olson
City Treasurer

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item C

Topic: Indigent Defense Attorney Fund

Action Requested: Approve Ordinance 668 amending section 9-113 entitled indigent defense.

Narrative: The Municipal Judge shall have the authority to appoint an attorney for Indigent Defendants in accordance with the United States and the State of Kansas Constitutions. Before such an appointment, the Municipal Judge shall make a finding of Indigence in accordance with the standards established by the Kansas Supreme Court for the appointment of an attorney. The indigent fund will be $500 per month to provide payment of indigent defense.

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

Administration Recommendation: Approve Ordinance 668

Attachments: Ordinance 668

Projector needed for this item?

No

ORDINANCE NO. 668

AN ORDINANCE AMENDING SECTION 9-113, ENTITLED "INDIGENT DEFENSE" OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the Governing Body of the City of Basehor desires to update the City Code of the City of Basehor, Kansas by amending Section 9-113, entitled "Indigent Defense".

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

Section 1. That Section 9-113(l) of the City Code of the City of Basehor, Kansas, shall be amended to read as follows by deleting the stricken text, and adding the underlined text:

9-113 INDIGENT DEFENSE. The Municipal Judge shall have the authority to appoint an attorney for Indigent Defendants in accordance with the United States and the State of Kansas Constitutions. Before such an appointment, the Municipal Judge shall make a finding of Indigence in accordance with the standards established by the Kansas Supreme Court for the appointment of an attorney.

(l) The City Treasurer shall create an Indigent fund in which to accumulate funds to pay to attorneys appointed pursuant to this provision. The City Treasurer shall transfer the sum of ~~Four Hundred Dollars ($400.00)~~ Five Hundred Dollars ($500) per month into said fund to provide for payment pursuant to this provision.

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

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

PASSED by the City Council this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____

Shannon M. Marcano, City Attorney

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item D

Topic: Municipal Services Advisor Agreement

Action Requested: Approve Resolution 2016-12 authorizing the Mayor to execute an agreement for Municipal Advisor Services with Springsted Incorporated.

Narrative: In 2014 council approved Resolution 2014-19 authorizing an agreement with Springsted for Municipal Advisor and disclosure services. A new agreement is needed to comply with the current Municipal Advisor Rules. The services Springsted will provide have not changed. We are updating the current agreement.

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

Administration Recommendation: Approve Resolution 2016-12

Attachments: Resolution 2016-12
Municipal Advisor Agreement with Springsted

Projector needed for this item?

No

RESOLUTION NO. 2016-12

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT FOR MUNICIPAL ADVISOR SERVICES BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND SPRINGSTED INCORPORATED

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Agreement for Municipal Advisor Services with Springsted Incorporated, attached hereto as **Exhibit A**, regarding financial advisor services for the City of Basehor, Kansas.

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 Agreement for Municipal Advisor Services, attached as **Exhibit A**.

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

PASSED by the Governing Body this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Agreement for Municipal Advisor Services

To be attached.

AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 04 day of May, 2016 (the "Effective Date"), by and between City of Basehor, Kansas ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Dodd-Frank Compliance. Springsted is a Municipal Advisor as defined in Section 15B of the Securities Exchange Act of 1934 and as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of any Municipal Advisor Services rendered by Advisor, Springsted affirms that it is registered as a Municipal Advisor and in good standing with both the Securities and Exchange Commission (registration #867-00226) and the Municipal Securities Rulemaking Board (registration #K0457). The Advisor shall maintain such registration and compliance with applicable laws and regulations as they pertain to Municipal Advisors during the term of this Agreement.

2. Engagement; Duties. On the terms and conditions set forth herein, Client hereby engages Advisor as its Municipal Advisor. Advisor shall provide those services described in **Appendix A** to Client on an as-requested basis by Client; provided, however, that Advisor's obligations under this Agreement shall be expressly limited to such services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from those services set forth on **Appendix A**, the parties shall negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties' agreement to a particular set of alternate services, Advisor shall deliver to Client an addendum to this Agreement (an "Addendum"). Any such Addendum shall set forth the scope of Advisor's engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed upon by the parties in connection with such alternate services.

   Client authorizes its Mayor ("Client Representative") to discuss with Advisor the terms of any such Addendum, and authorizes Client Representative to consult with other Client staff or counsel in order to take any and all actions necessary to negotiate, receive, acknowledge or undertake any other step(s) necessary to effectuate any such Addendum on behalf of Client.

3. Compensation and Expenses. Client shall compensate the Advisor and be responsible for the payment of such expenses as set forth on, and in accordance with, **Appendix B** attached hereto. Unless otherwise noted in Appendix B, compensation shall be due to the Advisor within thirty (30) days of the invoice date. The fees set out herein shall be effective for the twelve (12) month period immediately following the Effective Date and shall extend to any service provided by the Advisor pursuant to this Agreement within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.

4. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party for any reason upon thirty (30) days prior written notice to the other party. Provided, however, that a termination of this Agreement shall not relieve Client of its obligations to pay Advisor for all services rendered and reimbursable expenses incurred prior to the effective date of termination.

5. Indemnification. Springsted Incorporated agrees to defend, indemnify and hold harmless the Client, its officials, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees resulting from any act or omission of Springsted Incorporated, a subcontractor or anyone directly or indirectly employed by them in the performance of the services herein contracted for by the Client, and against all loss by reason of the failure of Springsted Incorporated, a subcontractor, or anyone directly or indirectly employed by them to perform any obligation herein contracted for by the Client.

6. Confidentiality; Disclosure of Information.

   6.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information"), shall be deemed by the parties to be the property of the Client. Advisor may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

   6.2 Advisor Information. The Client acknowledges that, in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and Client agrees that it will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.

7. Conflicts of Interest. Client acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with Advisor and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts. In the event any conflict arises during the term of this Agreement, Advisor will promptly disclose the same. Upon receiving any additional disclosures, Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by Client Representative, specifically acknowledge the conflict(s) and, so long as Client believes that Advisor is able to appropriately manage the above-referenced conflicts, authorize Advisor to proceed with the engagement.

8. Dispute Resolution. Upon any dispute under this Agreement, and for a period of 30 days following written notice of a claim or dispute, the senior management of the parties shall first attempt to resolve the dispute informally. If informal dispute resolution is unsuccessful, within 30 days thereafter, the parties shall submit the matter to non-binding mediation before a mutually agreed, certified, neutral third party mediator. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association, Commercial Mediation Division, for selection of a mediator. The parties shall share the cost of the mediator and pay their own mediation expenses and attorney fees. If mediation is unsuccessful, the parties may pursue all available legal and equitable remedies.

9. Miscellaneous.

   9.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any securities issuance.

   9.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.

   9.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.

   9.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.

   9.5 Governing Law. The parties agree and acknowledge that any action brought for breach of this Agreement or to enforce any of its provisions shall be brought in Leavenworth County District Court, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

   9.6 Change in Laws or Regulations. The parties agree and acknowledge that changes in law or regulations issued by federal or state authorities may affect the terms of this Agreement. If there are any changes in law or regulations made after the date of this Agreement, the Client agrees to amend this Agreement if

required, to maintain compliance with all applicable laws and regulations. Unless stated otherwise in this Agreement, Advisor may amend this agreement at any time by providing thirty (30) days advance written notice to Client. If no objection is made by the client within thirty (30) days following delivery of such notice, Advisor will assume Client's inactivity constitutes consent.

9.7 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

9.8 Appropriations. The Client's obligations under this Agreement are subject to annual appropriations and the availability of funds. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

9.9 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:	If to the Advisor, to:
The Honorable David K. Breuer, Mayor	Springsted Incorporated
City of Basehor	380 Jackson Street, Suite 300
2620 North 155th street	Saint Paul, MN 55101-2887
Basehor, KS 66007	Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT	SPRINGSTED INCORPORATED
David Breuer	Bonnie Matson
Print Name	Print Name
Mayor	Principal
Title	Title

APPENDIX A OF AGREEMENT BETWEEN

City of Basehor, Kansas

AND

Springsted Incorporated

Effective as of May 4, 2016

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
4. Recommend to the Client a plan for any Project.
5. Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
6. Assist Client in coordinating the activities between various parties to any Project as needed.
7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
9. Assist the Client with other components of a Project as requested and agreed upon.
10. Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or other type of financing alternatives that may be available and appropriate for the particular issuance ("Debt Obligations").

4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, Advisor shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, the Advisor shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form/s with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation;

Client agrees to timely provide the Advisor with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
   a) Date of purchase or acquisition;
   b) Purchase price of investments including any accrued interest;
   c) Face amount and maturity date;
   d) Stated rate of interest;

e) Interest payment dates;
f) Date of sale, transfer, or other disposition;
g) Sale or disposition price; and
h) Accrued interest due on the date of sale or disposition;

4. Any other information necessary for the Advisor to make the calculations required for the specified Debt Obligation.

D. Continuing Disclosure Services

Upon receipt of written authorization from the Client to proceed, Advisor shall, based on the information supplied thereby, assist Client in satisfying its obligations for specified Debt Obligations under any applicable continuing disclosure undertaking executed by and requiring the Client to provide certain financial information and operating data and timely notices of the occurrence of certain events determined to be significant to investors. Such assistance will include the following for each specified Debt Obligation:

1. Compile, as needed, and file an annual report according to the continuing disclosure undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), as applicable. The annual report will generally include:
   a) An annual audited financial statement to be prepared by Client's accountants.
   b) Updates of certain specified operating and financial data if not included in the annual audited financial statement.
2. Monitor through periodic requests for information, the significant events listed in the Undertaking and assist, as necessary, in the drafting and filing of a significant event notice relative thereto.
3. Advisor will furnish a receipt of filing for any continuing disclosure filing made within 30 days after its submission to the MSRB.

Client agrees to provide the Advisor with accurate information with respect to compiling the annual report in a timely manner and to fully disclose to Advisor any significant events as they occur.

APPENDIX B OF AGREEMENT BETWEEN

City of Basehor, Kansas

AND

Springsted Incorporated

Effective as of May 4, 2016

A. COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS

1. a. General obligation debt:

   - $7 per $1,000 for the first $2,500,000 of bonds issued
   - $1 per $1,000 for amounts over $2,500,000 of bonds issued
   - Minimum bond issuance fee - $12,500

   b. The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph B of this appendix.

   c. A single Debt Obligation with multiple financing plans is charged per plan with a discount of $4,000 per plan applied after the first plan.

   d. Non ad valorem supported debt and advance refunding shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.

   e. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the fee set out in paragraph 1.a. above.

   f. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing paragraph B. of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.

   g. The Advisor's fees shall be payable as follows:

      (i) For a Debt Obligation, fees shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, the Advisor shall be paid the amount which it would have been due upon closing.

      (ii) If an issuance does not close for a reason that is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.

      (iii) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

      (iv) If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in paragraph B. herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization

referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

2. The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

B. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Senior Officer	$260
Senior Professional Staff	$215
Professional Staff	$160
Associates	$ 75

C. ARBITRAGE AND REBATE MONITORING SERVICES

1. Fees for arbitrage services shall be as applied as follows:
   a. $1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
   b. $1,500 for the first year, plus $400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, the Advisor will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, the Advisor will perform monitoring activities for a fee of $400 for annual monitoring or $850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) Advisor is required to perform allocations of investments among funds, or (iii) the Advisor is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B.

D. CONTINUING DISCLOSURE SERVICES

Report preparation and filing per type of obligation:

a. Full disclosure report created by Advisor, $1,300, plus $200 each debt obligation
b. Full or limited disclosure official statement with updated data that can be referenced, $0, plus $200 each debt obligation
c. Full disclosure all operating data included within CAFR, $600, plus $200 each debt obligation
d. Limited disclosure, $600, plus $200 each debt obligation

E. EXPENSES AND HOURLY FEES

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

APPENDIX C OF AGREEMENT BETWEEN

City of Basehor, Kansas

AND

Springsted Incorporated

Effective as of May 4, 2016

VARIOUS FORMS OF COMPENSATION

In connection with our fiduciary duty, we are hereby providing to you written disclosures about the actual or potential conflicts of interest presented by various forms of compensation.

We must provide this disclosure unless you have required that a particular form of compensation be used.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the

number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

In connection with our fiduciary duty, we are hereby providing to you a written disclosure regarding actual or potential material conflicts of interest. The following represent the material conflicts of interest known to us as of the date of this Agreement:

Affiliated Entities and Subsidiaries. Advisor's wholly owned subsidiary, Springsted Investment Advisors Incorporated ("SIA") may provide services to Client in connection with the investment of proceeds from an issuance of securities. In such instances, such services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Advisor may recommend the use of SIA, but Client shall be under no obligation to retain SIA or to otherwise utilize SIA relative to Client's investments.

No additional conflicts of interest have been identified by Advisor.

Arbitrage Monitoring Services

Authorization to Engage Services

Pursuant to the Agreement for Arbitrage Monitoring Services ("Agreement") by and between City of Basehor, Kansas ("Client") and Springsted Incorporated ("Advisor") effective May 4, 2016, Client wishes to retain the services of the Advisor to provide arbitrage calculations required by Section 148 of the Internal Revenue Service Code and related U.S. Treasury regulations with respect to the following Debt Obligation(s):

Bond Issue	Closing Date	Frequency
$3,415,000 General Obligation Refunding and Improvement Bonds, Series 2004	1/29/2004	5th Year
$8,835,000 General Obligation Refunding and Improvement Bonds, Series 2012	8/23/2012	5th Year
$3,480,000 General Obligation Refunding Bonds, Series 2013-A	1/30/2013	5th Year
$1,295,000 General Obligation Improvement Bonds, Series 2015-A	8/26/2015	5th Year
$4,185,000 General Obligation Refunding Bonds, Series 2016-A*	Pending	5th Year

* *Preliminary*

Acceptance:

FOR CLIENT	SPRINGSTED INCORPORATED
David Breuer	Bonnie Matson
Print Name	Print Name
Mayor	Principal
Title	Title

Continuing Disclosure Services

Authorization to Engage Services

Pursuant to the Agreement for Continuing Disclosure Services ("Agreement") by and between the City of Basehor, Kansas ("Client") and Springsted Incorporated ("Advisor") effective May 4, 2016, Client wishes to retain the services of the Advisor to provide continuing disclosure services required by Securities and Exchange Commission Rule 15c2-12(b)(5) for submissions to the Municipal Securities Rulemaking Board with respect to the following Debt Obligation(s):

- $3,415,000 General Obligation Refunding and Improvement Bonds, Series 2004
- $8,835,000 General Obligation Refunding and Improvement Bonds, Series 2012
- $3,480,000 General Obligation Refunding Bonds, Series 2013-A
- $1,295,000 General Obligation Improvement Bonds, Series 2015-A
- $4,185,000 General Obligation Refunding Bonds, Series 2016-A*

* *Preliminary.*

Acceptance:

FOR CLIENT	SPRINGSTED INCORPORATED
David Breuer	Bonnie Matson
Print Name	Print Name
Mayor	Principal
Title	Title

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 5

Topic: Fiscal Year 2015 Independent Audit

Action Requested: Approve Resolution 2016-09 FY 2015 Mize Houser External Independent Audit

Narrative: K.S.A. 75-1122 requires municipalities to have annual audits by licensed municipal public accountants or certified public accountants if the municipality has annual gross receipts over $275,000 or has bonds outstanding of over $275,000.

Presented by: Sean Gordon, CPA, Mize Houser & Company
Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: Approve Resolution 2016-09 FY 2015 Independent External Audit

Committee Recommendation: N/A

Attachments: 2015 External Independent Audit (on line or previous work session packet)
Resolution 2016-09

Projector needed for this item?

No

RESOLUTION NO. 2016-09

A RESOLUTION ACCEPTING THE 2015 AUDIT OF THE FINANCIAL STATEMENTS OF THE CITY OF BASEHOR, KANSAS

WHEREAS, Mize Houser & Company P.A. performed an audit of the financial statements of the City of Basehor, Kansas, as of December 31, 2015 and the year then ended; and

WHEREAS, the Governing Body has reviewed the audit of the financial statements of the City of Basehor, Kansas, and finds it satisfactory; and

WHEREAS, the Governing Body wishes to accept the audit of the financial statements of the City of Basehor, Kansas as of December 31, 2015 and the year then ended.

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

Section 1. That the Governing Body accepts the audit of the financial statements of the City of Basehor, Kansas as of December 31, 2015 and the year then ended.

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

PASSED by the Governing Body this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic: Annual appointments by Mayor for City positions

Action Requested: Appoint all positions as presented

Narrative: **K.S.A. 15-204. Appointment of city officers;** Subject to the provisions of K.S.A. 2012 Supp. 12-16,128, and amendments thereto, the mayor, with the consent of the council, may appoint, at the first regular meeting of the governing body in May of each year, the following city officers:

Chief of Police	City Clerk
City Treasurer	Municipal Judge

Current positions are as follows:

Chief of Police – Lloyd Martley	City Clerk – Katherine Renn
City Treasurer – Kristine Olson	Municipal Judge – William Pray

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

Administration Recommendation: Reappoint staff for the positions as presented.

Committee Recommendation: N/A

Attachments: Staff memo

Projector needed for this item?

No

The City of Basehor

MEMO

Date: May 18, 2016

To: Mayor and City Council

From: Lloyd Martley, Chief of Police/City Administrator

Ref: Annual Appointments

K.S.A. 15-204. Appointment of city officers; Subject to the provisions of K.S.A. 2012 Supp. 12-16,128, and amendments thereto, the mayor, with the consent of the council, may appoint, at the first regular meeting of the governing body in May of each year, the following city officers:

The current positions are as follows:

Chief of Police	Lloyd Martley
Municipal Judge	William Pray
City Clerk	Katherine Renn
City Treasurer	Kristine Olson

It is staff's recommendation to reappoint all positions as presented.

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. 7

Topic: City Attorney Engagement Letter

Action Requested: Approve Engagement letter with Shannon Marcano (Bushyhead, LLC) to provide attorney services for the City of Basehor.

Narrative: This Engagement Letter will provide city attorney services to the City of Basehor, Kansas ("City") to assist the City in its legal matters as general counsel to the municipal corporation of Basehor.

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

Administration Recommendation: Approve Resolution 2016-10 authorizing the Mayor to execute the engagement letter with Bushyhead, LLC for the services of Shannon Marcano as our City Attorney.

Committee Recommendation: N/A

Attachments: Engagement Letter for City Attorney Services
Resolution 2016-10

Projector needed for this item?

No

RESOLUTION NO. 2016-10

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN ENGAGEMENT LETTER BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND BUSHYHEAD, LLC, REGARDING CITY ATTORNEY SERVICES

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Engagement Letter with Bushyhead, LLC, attached hereto as **Exhibit A**, regarding city attorney services for the City of Basehor, Kansas.

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 Engagement Letter, attached as **Exhibit A**.

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

PASSED by the Governing Body this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Engagement Letter with Bushyhead, LLC

To be attached.

Shannon M Marcano
Cell: (913) 219-9585
Shannon@bushyheadlaw.com

Bushyhead
LLC
ATTORNEYS & ADVISORS

Office: (816) 207-6042
www.bushyheadlaw.com

April 27, 2016

Mayor David K. Breuer
City of Basehor
P.O. Box 406
2620 North 155th Street
Basehor, KS 66007

Re: Engagement Letter for City Attorney Services

Dear Mayor:

Thank you for the opportunity to present to you this Engagement Letter to provide city attorney services to the City of Basehor, Kansas ("City") to assist the City in its legal matters as general counsel to the municipal corporation of Basehor. These duties will not include city prosecution services. In establishing the attorney-client relationship, we believe that it is good practice to set forth in some detail, for future reference from time to time, our mutual understanding as to the scope of our representation and the terms of our employment. While, perhaps, most of the matters covered in this letter will never be relevant or of concern between us, we want to try to make communication clear and complete from the inception of this engagement, and to anticipate and resolve questions before they arise. Also, we believe that since performance of our services may require your joint effort and cooperation, the better our mutual understanding of our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

Scope of Services

We understand that the City of Basehor, Kansas is our client for this matter. We expect that most of our primary contact during this representation will be through you, and City Administrator, Lloyd Martley. We will keep you informed about the advice and other legal services we provide. Unless you advise us otherwise, we will send all bills to the City Administrator's attention.

Communication by E-Mail

Many communications in business occur by e mail. This is not as secure a form of communication as letters through the U.S. mail. If you would like to use e-mails, your signature on this engagement letter acts as consent to communication between us by e mail. As appropriate in relation to a specific matter or action communication will occur via U.S. mail as well.

Termination of Representation / Additional Services

It is agreed that the attorney-client relationship with respect to these services will be considered terminated upon our completion of the services that you have retained us to perform under this engagement. If you retain us to perform further or additional services, related to any filed litigation, or filed applications for economic development incentives, our attorney-client relationship may be revived subject to our additional discussions with you on that matter and subject to the terms of a new engagement letter or the supplementation of this letter with separate financial arrangements.

Your Legal File

You are entitled, upon written request, to any files in our possession relating to the legal services performed by us for you in this matter (excluding our internal accounting records and other documents not reasonably necessary to your representation), subject to our right to make copies of any files withdrawn by you. Under our document retention policy, we normally destroy our legal files seven years after the matter is closed; however, we understand that the political subdivision files may require a longer document retention.

Supervision and Delegation

I will be the attorney who will coordinate and oversee the services we perform on your behalf and be the designated City Attorney. We routinely delegate selected responsibilities to other persons in our firm when, because of special experience, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible, to delegate tasks to persons who can properly perform them at the least cost to you, including the use of paralegals where appropriate.

Financial Arrangements

I am enclosing a Terms of Representation memorandum which outlines the terms of our engagement. Please read the memorandum carefully so that you will fully understand the financial commitments you are making. Bushyhead, LLC, will send to the City of Basehor at the end of each calendar month a flat fee invoice for the previous month's city attorney services rendered in the amount of $3,000. This monthly fee will be for the following services: representation at regular City Council meetings, and any other Board or Commission meetings as needed, as well as drafting documents, and participating in meetings and conference calls related to policy and ordinance development, negotiations and ongoing advice and counsel provided to the Mayor and City Council, City Administrator and city staff. Bushyhead, LLC, will track hours worked throughout each calendar month, and in the event Bushyhead, LLC, is required to spend more than 25 hours during any calendar month for the performance of legal services needed by the City, then such additional hours shall be billed by applying the discounted flat hourly rates for Ms. Marcano, and her partners of $200, for Bushyhead, LLC, associates of $150.00 and Bushyhead, LLC, paralegals of $75.00. If

anything in the financial arrangements presents a problem to you or is unclear, please advise me promptly so that we may discuss it and reach a full understanding. The terms of this engagement and financial obligations thereto are subject to annual appointment.

Periodically, our firm prepares marketing materials in which we include the names of selected clients and sometimes a brief description of a significant project on which we worked. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publically available without your prior approval. We acknowledge, understand and respect the confidential nature of the banking privacy requirements.

We are pleased to serve as your City Attorney and to have you as a client, and we look forward to a mutually satisfactory and beneficial relationship. Our effectiveness and your best interests are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working, but also as to the client-attorney relationship itself. Please feel free to discuss with us any question or concern you might have about either.

We are hopeful that this letter and the accompanying memo adequately explain the scope and terms of our services and representation. If it does and you are in agreement with it, then please indicate your affirmation of this by signing the enclosed copy of this letter and returning it to me for our files.

We appreciate the opportunity to handle this matter and look forward to a mutually beneficial relationship.

If you have any questions, please give me a call.

Very truly yours,

Shannon M Marcano

Shannon M. Marcano

SMM

APPROVED:

City of Basehor, Kansas

Approved: _____ Date: _____
Mayor David K. Breuer

TERMS OF REPRESENTATION

Confirmation of Services. Bushyhead, LLC, is pleased to have this opportunity to serve you. Our goal is to provide you with quality and efficient legal services. We have found from past experience that our relationship will be stronger and more effective when at the beginning there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the terms for payment. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter.

Attorneys and Others to Assist in Providing Services. When it is appropriate for your particular project, we intend to assign parts of your work to other lawyers, paralegals, law clerks and document clerks. Often these individuals specialize in certain areas, and we have found that allocating work to them allows us to produce higher quality work in a more efficient manner. In such an event, however, one attorney will be designated as your primary contact within the firm. This attorney will supervise the work and will be responsible to you for the entire assignment. The attorney who signed the accompanying letter will serve in that capacity for the work indicated.

Billing and Hourly Rates. Our fees and expenses will be billed as stated here unless otherwise agreed in the attached letter. We generally bill for professional services on an hourly basis and record time in units of .1 of an hour.

Hourly time charges reflect the time spent on the matter, including legal research, meetings, telephone conferences, document drafting, court appearances, transactions closings, and travel in connection with your affairs. We will not charge you for travel to and from City Hall. In addition, we do not charge for attorney administrative time or for time spent in maintaining a general, current knowledge of the law. In addition, we bill on a per-item basis for computerized research (Westlaw services, Dun & Bradstreet, etc.), filing fees and related court or county expenses, conference call and telephone charges, delivery and FAX charges, special database storage when established at your request, photocopying, and travel expenses.

Fees Not Contingent and Due Within Thirty Days. Payment is due within 30 days of the receipt of the invoice. If the firm has not received any comment about the invoice within 30 days of its receipt, we will assume that you find it acceptable. Payment is to be made by check or draft payable to Bushyhead, LLC.

If any of our invoices remain unpaid for more than 60 days, we may, consistent with our ethical and court imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid invoices and future fees. In fairness to our many clients who promptly pay their invoices each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

Conflicts. Any known actual or potential conflicts are discussed in the accompanying letter. In addition, you are no doubt aware that our firm represents many companies and individuals. It is

possible that during the time we are representing you or your company, that some of our present or future clients will have disputes or transactions with you or your company. We ask you to agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients and your interests in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to the other client, could be used by the other client to your material disadvantage.

Attorney-Client Communication. Our invoices generally contain information protected by the attorney client privilege. The privilege could be deemed waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our invoices in a segregated file marked "Attorney-Client Privileged Material" and keep the file in a secure place.

Payment of Third-Party Expenses. The firm prefers that you pay directly any significant outside expense items related to your file and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our invoice.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our invoices; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to continue an effective attorney client relationship. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matters in which we are representing you.

Following termination, any nonpublic materials you have supplied to us which are retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, our papers or property will be returned to you promptly. Our own files, including lawyers' work product, pertaining to the matter will be retained by the firm for seven years except as otherwise provided in the Engagement Letter.

Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do that as a part of this representation.

Client Confidences. Our clients are engaged in a wide variety of businesses throughout the country. From time to time we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

No Guarantee of Success. We will perform our professional services on your behalf to the best of our ability, but we cannot make, and have not made, any guarantees regarding the outcome of our work on your project. Any expressions by us about the outcome of your project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Acceptance of Terms. The accompanying letter should correctly and completely set forth our mutual understanding of the terms of our engagement. Please sign a copy of it and return it to our offices for our files. Please let us know in writing immediately of provisions that are not agreeable, if any. Otherwise, our work will proceed in accordance with these terms.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 8

Topic: City Prosecutor Independent Contract Agreement

Action Requested: Approve Resolution 2016-11 authorizing the Mayor to sign the agreement with Ms. Spradlin to provide City Prosecutor services for the City of Basehor Municipal Court.

Narrative: The City hereby engages Ms. Spradlin to provide to the City all prosecutorial legal services needed by the City, of whatever nature. Such services shall include those set forth in the Basehor City Code. Ms. Spradlin agrees to perform the services in a timely, competent, and professional manner, and in accordance with all applicable laws, regulations, and ordinances, and the terms and conditions of this Agreement.

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

Administration Recommendation: Approve Resolution 2016-11

Attachments: Independent Contractor Agreement for City Prosecutor
Resolution 2016-11

Projector needed for this item?

No

RESOLUTION NO. 2016-11

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND KIANN SPRADLIN REGARDING PROSECUTORIAL SERVICES

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Independent Contractor Agreement with KiAnn Spradlin, attached hereto as **Exhibit A**, regarding prosecutorial services for the City of Basehor, Kansas.

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 Independent Contractor Agreement, attached as **Exhibit A**.

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

PASSED by the Governing Body this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Independent Contractor Agreement

To be attached.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the 18th day of May, 2016, by and between **THE CITY OF BASEHOR, KANSAS** (hereinafter "the City") and **KIANN SPRADLIN** (hereinafter "Ms. Spradlin"),
3723 N. 152nd Ct., Basehor, Kansas 66007.

In consideration of the mutual covenants hereinafter set forth, the City and Ms. Spradlin hereby agree as follows:

1. **Services.** The City hereby engages Ms. Spradlin to provide to the City all prosecutorial legal services needed by the City, of whatever nature. Such services shall include those set forth in the Basehor City Code. Ms. Spradlin agrees to perform the services in a timely, competent, and professional manner, and in accordance with all applicable laws, regulations, and ordinances, and the terms and conditions of this Agreement.

2. **Qualifications.** Ms. Spradlin agrees that she will maintain her license and memberships to practice law in all Kansas State and Federal Courts, and will maintain professional liability insurance.

3. **Compensation.** In consideration of the agreements and provisions contained herein, the City agrees to pay Ms. Spradlin $700.00 per month to perform any and all prosecutorial services on behalf of the City.

4. **Billing Statements.** Billing statements shall be sent to the City on a monthly basis itemizing services performed pursuant to this Agreement.

5. **Miscellaneous Expenses.** The City will reimburse Ms. Spradlin for miscellaneous, out-of-pocket expenses, such as copies, postage, and other expenses directly related to her duties as prosecutor.

6. **Other Employment.** During the term hereof, Ms. Spradlin is free to pursue other business interests and representation so long as such activities do not adversely affect her duties as City Prosecutor.

7. **Term and Termination.** This Agreement shall be effective retroactive to the date Ms. Spradlin was appointed by the Mayor and approved by the City Council. The Agreement shall be renewable for successive one year periods unless three-months' notice of non-renewal is given by either party.

IN WITNESS WHEREOF, the parties, voluntarily and with full knowledge of the contents hereof, have executed this Agreement.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 9

Topic: Ordinance 669 amending section 2-51 Compensation and salaries

Action Requested: Approve Ordinance 669 amending the salaries and compensation for the Municipal Judge, Prosecutor and City Attorney

Narrative: Ordinance 669 amends the salaries and compensation for the Municipal Judge from $400 per month to $500, the City Prosecutor from $400 per month with $85 per hour overages to $700 per month with no overage charges and the City Attorney from $3000 per month with overage charges of $175 per hour to $3000 per month for 25 hours with $200 per hour overage charges for services beyond 25 hours.

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

Administration Recommendation: Approve Ordinance 669

Attachments: Ordinance 669

Projector needed for this item?

No

ORDINANCE NO. 669

AN ORDINANCE AMENDING SECTION 2-51, ENTITLED "COMPENSATION FOR MAYOR AND CITY COUNCILMEMBERS, JUDGE, ATTORNEY AND PROSECUTOR" OF THE CITY CODE OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, after due consideration, the Governing Body of the City of Basehor desires to update the City Code of the City of Basehor, Kansas by amending Section 2-51, entitled "Compensation for Mayor and City Councilmembers, Judge, Attorney and Prosecutor".

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

Section 1: That Section 2-51 of the City Code of the City of Basehor, Kansas, entitled "Compensation for Mayor and City Councilmembers, Judge, Attorney and Prosecutor", shall be amended to read as follows by deleting the stricken text, and adding the underlined text:

Municipal Court Judge:	~~$450/month~~$500/month
Prosecutor:	~~$400/month flat fee plus $85/hour over 5 hours~~ $700/month flat fee
City Attorney:	$3,000/month flat fee plus ~~$175~~ $200/hour over 25 hours

Section 2: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 10

Topic: Final Plat of High Point Downs Second Plat.

Action Requested: Approve Ordinance 670, the Final Plat of High Point Downs 2nd Plat with three (3) stipulations.

Narrative: Landplan Engineering, on behalf of the Albert J. Treff Trust, has come forward with a Final Plat of High Point Downs 2nd Plat. The preliminary plat was approved by Planning Commission at the December 8, 2015 meeting and by the Governing Body on January 19, 2016.

The submitted final plat went forward to Planning Commission in order to insure that the final plat was in compliance with the approved preliminary plat and that all required elements for the Final Plat had been met. One item is yet to be addressed but this item shall come before the Governing Body. This item is an executed copy of the Subdivision Improvement Agreement.

On April 12, 2016, the Planning Commission reviewed and approved (6-0) the Final Plat with three (3) stipulations.

Presented by: Mark Lee, Planning and Zoning Director

Administration Recommendation: Approve Ordinance 670, the Final Plat of High Point Downs 2nd Plat, with three (3) stipulations stated within the Ordinance.

Attachments:
Ordinance 670
Staff Report (3 pages)
Reduced copy of FP (8.5 X 11)

Projector needed for this item?
No

ORDINANCE NO. 670

AN ORDINANCE APPROVING THE HIGH POINT DOWNS 2ND PLAT FINAL PLAT, LOCATED IN BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, in accordance with the Basehor Subdivision Regulation, the Planning Commission held a public hearing and recommended approval of the High Point Downs 2nd Plat Preliminary Plat on December 8, 2015; and

WHEREAS, the Governing Body approved the High Point Downs 2nd Plat Preliminary Plat on January 19, 2016; and

WHEREAS, the applicant submitted an application for approval of the High Point Downs 2nd Plat Final Plat; and

WHEREAS, in accordance with the Basehor Subdivision Regulations the Planning Commission reviewed the High Point Downs 2nd Plat Final Plat on April 12, 2016 and recommend approval with the following stipulations:

1. A Subdivision Improvement Agreement shall be prepared and approved by City Council coinciding with the approval of the final plat and shall be recorded with the Leavenworth County Register of Deeds.

2. A Transportation Excise Tax in the amount of $1,063.70 shall be collected at the issuance of each individual building permit.

3. A Parkland Fee of $200.00 shall be collected at the time of building permit issuance.

; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on May 18, 2016, in accordance with the Basehor Subdivision Regulations.

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

Section 1: That the Governing Body hereby approves the High Point Downs 2nd Plat Final Plat with the following stipulations:

1. A Subdivision Improvement Agreement shall be prepared and approved by City Council coinciding with the approval of the final plat and shall be recorded with the Leavenworth County Register of Deeds.

2. A Transportation Excise Tax in the amount of $1,063.70 shall be collected at the issuance of each individual building permit.

3. A Parkland Fee of $200.00 shall be collected at the time of building permit issuance.

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

PASSED by the City Council this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

LOCATION MAP:

MONUMENTATION

- SET 1/2" x 24" IRON BAR W/ "PS 689" CAP ENCASED IN CONCRETE
- SET 1/2" x 24" IRON BAR W/ "PS 689" CAP
- FOUND 1/2" IRON BAR W/ TAG (1/2" CAP ENCASED IN CONCRETE
- FOUND "SECTION CORNER, SIZE, CONDITION AND ORIGIN" AS NOTED

LEGEND

- ROW RIGHT-OF-WAY
- BSB BUILDING SETBACK
- UE UTILITY EASEMENT

NOTES

BENCHMARK CHISELED "O" NEAR CENTER FRONT FACE OF CURB INLET. CURB INLET IS LOCATED IN THE N.W. QUADRANT OF THE INTERSECTION OF N. 154TH ST. & BELMONT CT. ON THE N. SIDE OF BELMONT CT. ELEV. 992.49

THE BASIS OF BEARINGS FOR THIS PLAT IS KANSAS STATE PLANE NORTH

ERROR OF CLOSURE = 1 FOOT/20+

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 1°37'23" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER SECTION, 982.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°22'37" EAST, 409.66 FEET; THENCE SOUTH 2°07'06" EAST, 326.00 FEET; THENCE NORTH 87°58'51" EAST, 240.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 4,259.69 FEET, AN ARC LENGTH OF 135.10 FEET, A CHORD BEARING SOUTH 5°48'47" EAST, AND A CHORD LENGTH OF 135.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BELMONT COURT; THENCE SOUTH 87°58'51" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE 254.36 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND ARC LENGTH OF 111.78 FEET, A CHORD BEARING NORTH 82°12'22" WEST, AND A CHORD LENGTH OF 111.52 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AND ARC LENGTH OF 96.78 FEET, A CHORD BEARING NORTH 49°31'25" WEST, AND A CHORD LENGTH OF 82.70 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK THREE, HIGH POINT DOWNS, 1ST PLAT, A SUBDIVISION IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS; THENCE NORTH 42°37'40" WEST, ALONG THE NORTH LINE OF SAID LOT 1, 201.78 FEET TO AN ANGLE POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 88°22'37" WEST, ALONG SAID NORTH LINE OF LOT 1, 73.06 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER SECTION; THENCE NORTH 1°37'23" WEST, ALONG SAID WEST LINE, 282.83 FEET TO THE POINT OF BEGINNING. CONTAINS 4.259 ACRES, MORE OR LESS.

CERTIFICATION AND DEDICATION:

THE UNDERSIGNED OWNER STATES THAT ALL TAXES ON THE ABOVE DESCRIBED LAND HAVE BEEN PAID AND THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE KNOWN AS "HIGH POINT DOWNS."

EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED FOR PUBLIC USE. THE RIGHTS OF WAY SHOWN WITH DASHED LINES ON THE ACCOMPANYING PLAT, AND SAID EASEMENTS MAY BE EMPLOYED TO LOCATE, AND MAINTAIN, SEWERS, WATER LINES, GAS LINES, POLES AND WIRES AND ANY OTHER FORM OF PUBLIC UTILITY NOW AND HEREAFTER USED BY THE PUBLIC OVER, UNDER, AND ALONG THE STRIPS MARKED "UTILITY EASEMENT."

STREETS SHOWN ON THE ACCOMPANYING PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE ROAD RIGHT OF WAY.

IN TESTIMONY WHEREOF:

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE HEREUNTO SUBSCRIBED THEIR HAND THIS _____ DAY OF _____, 2016.

_____
ALBERT J. TREFF TRUST
GREGORY D. TREFF, POWER OF ATTORNEY

ACKNOWLEDGEMENT:

STATE OF KANSAS
COUNTY OF LEAVENWORTH

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, CAME GREGORY D. TREFF, POWER OF ATTORNEY FOR THE ALBERT J. TREFF TRUST, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	96.70'	60.00'	86.70'	S72° 37' 40"W
C2	82.70'	60.00'	76.52'	N49° 31' 25"W
C3	111.78'	470.00'	111.52'	N82° 12' 22"E
C4	135.10'	4259.69'	135.08'	N5° 48' 47"W

PLANNING COMMISSION APPROVAL:

APPROVED THIS _____ DAY OF _____, 2016 BY THE CITY OF BASEHOR PLANNING COMMISSION.

_____ _____
CHAIRMAN SECRETARY
JON GALLION CORINE LEGGETT

CITY COUNCIL APPROVAL:

APPROVED THIS _____ DAY OF _____, 2016 BY THE CITY COUNCIL, CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

_____ _____
MAYOR CITY CLERK
DAVID R. BREWER KATHERINE REIN

CITY ENGINEER APPROVAL

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 OR ADEQUACY OF THE DESIGN, DIMENSIONS, ELEVATIONS, AND QUANTITIES.

_____ _____
CITY ENGINEER DATE
MITCH PLESA

COUNTY SURVEYOR CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT MEETS THE REQUIREMENTS OF K.S.A. 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 DATE
WAYNE MAHAFFEY

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PLATTED AREA AND THE LOCATION MAP SHOWN HEREUPON ARE THE RESULTS OF A FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION IN FEBRUARY, 2016. THIS SURVEY CONFORMS TO THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

BRAD C. ZELLER
NET/ASSET
PS-689
KANSAS
LAND SURVEYOR

_____ PLAT PREPARED IN FEBRUARY, 2016
BRAD C. ZELLER, P.S. 689
LANDPLAN ENGINEERING, P.A.
1310 WAKARUSA DRIVE, SUITE 100
LAWRENCE, KS 66049
785-843-7530

FILING RECORD:

STATE OF KANSAS
COUNTY OF LEAVENWORTH

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE LEAVENWORTH COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2016, AND IS DULY RECORDED AT _____ AM/PM IN PLAT BOOK _____, PAGE _____.

_____
REGISTER OF DEEDS
STACY R. DRIGGERS

A FINAL PLAT OF
HIGH POINT DOWNS 2nd PLAT

A SUBDIVISION IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

NW 1/4, SEC. 26-T10S-R22E

FINAL PLAT HIGH POINT DOWNS 2ND PLAT– REQUEST FOR APPROVAL OF A FINAL PLAT OF LOTS 1-7 IN THE HIGH POINT DOWNS 2ND PLAT.

MEETING DATE: **April 12, 2016**
REPORT WRITTEN: **March 30, 2016**

STAFF RECOMMENDATION:
Staff recommends that the Planning Commission approve the Final Plat for High Point Downs 2nd Plat.

APPLICANT:
- The applicant is Landplan Engineering, PA, on behalf of the Albert J. Treff Trust.
- The surveyor is Landplan Engineering.

REQUEST:
- The applicant is requesting approval of a final plat to add an additional seven (7) lots to the High Point Downs subdivision including platting a 2.4 acre tract on which an existing residential structure will remain, thus removing the parcel from the existing 73+/- acre tract.

ZONING:
- The property is currently zoned "R-1" Single Family Residential District.

SURROUNDING ZONING:
- North "R-1" Single Family Residential District.
- South "R-1" Single Family Residential District.
- East "R-1" Single Family Residential District.
- West "R-1" Single Family Residential District.

BACKGROUND:
The High Point Downs Subdivision was initially platted in 2006. The preliminary plat came before and was approved by the Planning Commission on December 8, 2015. The current area included in the final plat is vacant, excluding the existing Treff residence. The proposed final plat area is located directly north of Belmont Court. The surrounding area consists mainly of multiple single family residences with the remaining area being comprised of agricultural use. The proposed plat includes six residential lots with an average lot size of 11,818 S.F. excluding the 2.4 acre tract (Lot 1). The proposed Final plat indicates a dwelling size classification of "E" (1,300 S.F.). The proposed development will not change any lots outside of the proposed Final plat area.

The typical preliminary and final plat procedures are being utilized for this application. The purpose of this procedure is to provide a means of approving a subdivision of land insuring compliance with the previously submitted preliminary plat and the subdivision regulations of the City of Basehor. Any deviation of the final plat from the intent of the approved preliminary plat as determined by the Planning Commission shall cause the re-initiation of the preliminary platting process as described in Chapter II; Section 102(6).

Traffic Impact

Additional traffic will be created by the proposed final plat. The increase in traffic created by the addition of the six new lots though was preconceived in the entirety of the development and creates no new hazards.

Stormwater Management

Stormwater Management facilities will not be changed with the approval of the subject plat. A letter has been provided by Landplan Engineering that states the additional drainage from the six lots can be handled by the existing retention pond as the water flow is to the area currently.

Transportation Excise Tax:

Per the excise tax (Ord. 387), $0.09 per square foot is taxed for platting real property up to $2,600. The proposed plat is 70,913 square feet. $0.09 x 70,913 = $6,382.17. $1,063.70 shall be collected at the time of building permit issuance. The original homestead (2.4 acres) is excluded from the Transportation Excise Tax requirements.

Parkland Fee:

Per the City's fee schedule, the park fee for eac residential lot is $200 and is collected with the building permit.

Utilities

After further investigation it was determined that new utilities will need to be installed in the area of the subject plat. The single utility that must be installed is electrical service via Westar Energy. This utility will need to be installed by the purchaser/developer of the lots. As part of the final plat, a 15'utility easement is proposed along Belmont Court and north along 154th Street. Along with this easement is an additional 10' utility easement along the north side of the proposed lots. The additional 2.4 acre tract indicates a 10' utility easement surrounding the property and a 20' utility easement along 155th Street. Staff has informed all utility companies of the application for the proposed final plat.

Subdivision Regulations Requirements

The items to be submitted with and included on the final plat per the Subdivision Regulations requirements and any appropriate comments from the applicant are provided in the included checklist.

STAFF RECOMMENDATION:

Staff recommends approval of the Final Plat of High Point Downs 2nd Plat application, with the following stipulations:

1. **A Subdivision Improvement Agreement shall be prepared and approved by City Council coinciding with the approval of the final plat and shall be recorded with the Leavenworth County Register of Deeds.**
2. **A Transportation Excise Tax in the amount of $1,063.70 shall be collected at the issuance of each individual building permit.**
3. **A Parkland Fee of $200.00 shall be collected at the time of building permit issuance.**

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 11

Topic: Basehor Town Center-Request approval of the revised preliminary development plan for the Basehor Town Center (Robert Perez property) with an approximate location between 155th and 147th Street (14700-14800 Block)

Action Requested: Approve Ordinance 671, the revision of the Basehor Town Center preliminary development plan with eight (8) 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 and mixed-use districts. To date two phases have been developed – Basehor Intermediate School and the Legacy Senior Living complex.

The applicant is requesting approval to revise the Single Family Residential Area abutting 147th Street located in the southeast corner of the Basehor Town Center slated for Type 'C' Homes, listed as Phase 1 on the revised plan; encompassing approximately 40.23 acres total acres of the existing Basehor Town Center Preliminary Development Plan, of which the applicant owns twenty (20) acres. The applicants' intent is to construct two (2) single family residential dwellings. The applicant is not requesting a zoning change due the property within the revision being "P-R" Planned Residential District.

On April 12, 2016, the Planning Commission conducted a public hearing and approved (6-0) the revised preliminary development plan with eight (8) stipulations. There were no individuals present during the public hearing to speak in favor, nor against.

Presented by: Mark Lee-Planning & Zoning Director

Administration Recommendation: Staff recommends Ordinance 671, approving the revision of the Basehor Town Center preliminary development plan with eight (8) stipulations stated within the Ordinance.

Attachments:
Ordinance 671
Staff report (5 pages)
Reduced copy of PDP (8.5 X 11)
Reduced copy of Existing PDP (8.5 X11)

Projector needed for this item?
No

ORDINANCE NO. 671

AN ORDINANCE APPROVING THE REVISED PRELIMINARY DEVELOPMENT PLAN FOR BASEHOR TOWN CENTER, GENERALLY LOCATED BETWEEN 147TH STREET AND 155TH STREET (14700-14800 BLOCKS), BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the applicant submitted an application for approval of a revised preliminary development plan for Basehor Town Center, generally located between 147th Street and 155th Street (14700-14800 blocks); and

WHEREAS, in accordance with the Basehor Zoning Code, the Planning Commission held a public hearing and reviewed the application for approval of the revised preliminary development plan for Basehor Town Center on April 12, 2016; and

WHEREAS, the Planning Commission recommended approval of the application for approval of the revised preliminary development plan for Basehor Town Center with the following stipulations:

1. The applicant shall be responsible for:

    a) Park Impact Fee-per city ordinance the applicant shall be required to pay a park impact fee (Parkland Fee) on all developed lots at time of building permit issuance. This fee shall be $200.00 per developed lot or a total of $800.00.

    b) Transportation Improvements Impact Fee- a total of $9,191.79 in excise tax shall be paid in full or $2,297.95 per platted lot shall be paid at the time of building permit issuance.

2. The applicant shall dedicate 25 feet of right of way along 147th Street for the entirety of the eastern property line for the future widening of 147th Street and 50 feet of right of way for "Street B" with the Final Plat.

3. All sidewalks shall be installed as per street construction standards.

4. The conditions and stipulations of the preliminary development plan approval remain in full force and effect, except to the extent expressly modified herein.

5. The developer/owner shall abide by that certain Development Agreement between the developer/owner and the City dated March 21, 2016.

6. A Final Plan and Preliminary and Final Plat shall be submitted by the developer/owner and approved by the City prior to a building permit being issued. The Final Plat shall be recorded with the Leavenworth County Register of Deeds.

7. The developer/owner shall plat, at a minimum, Lots 1, 43, 44, 45, and Tract X, as well as all required right-of-way for the future widening of 147th Street and the future "Street B".

8. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all of the ordinances of the City of Basehor.

;and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on May 18, 2016, in accordance with the Basehor Zoning Code.

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 for Basehor Town Center, generally located between 147th and 155th Streets (14700-14800 blocks) with the following stipulations:

1. The applicant shall be responsible for:

(a) A.Park Impact Fee-per city ordinance the applicant shall be required to pay a park impact fee (Parkland Fee) on all developed lots at time of building permit issuance. This fee shall be $200.00 per developed lot or a total of $800.00.

(b) Transportation Improvements Impact Fee- a total of $9,191.79 in excise tax shall be paid in full or $2,297.95 per platted lot shall be paid at the time of building permit issuance.

2. The applicant shall dedicate 25 feet of right of way along 147th Street for the entirety of the eastern property line for the future widening of 147th Street and 50 feet of right of way for "Street B" with the Final Plat.

3. All sidewalks shall be installed as per street construction standards.

4. The conditions and stipulations of the preliminary plan approval remain in full force and effect, except to the extent expressly modified herein.

5. The developer/owner shall abide by that certain Development Agreement between the developer/owner and the City dated March 21, 2016.

6. A Final Plan and Preliminary and Final Plat shall be submitted by the developer/owner and approved by the City prior to a building permit being issued. The Final Plat shall be recorded with the Leavenworth County Register of Deeds.

7. The developer/owner shall plat, at a minimum, Lots 1, 43, 44, 45, and Tract X, as well as all required right-of-way for the future widening of 147th Street and the future "Street B".

8. In addition to the stipulations listed in this report, the developer/property owner agrees to abide by all of the ordinances of the City of Basehor.

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

PASSED by the City Council this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Single Family Residential Summary

Type "A" Homes	
Phase 1 Total Area:	12.07±Ac.
Phase 1 Total # of Lots:	30
Phase 1 Density:	2.49
Phase 2 Total Area:	27.16±Ac.
Phase 2 Total # of Lots:	71
Phase 2 Density:	2.61
Type "B" Homes	
Phase 1 Total Area:	58.82±Ac.

	N/A
1)	543
	257
	53
	115

Total Area:
Existing Zoning:
Proposed Zoning
Boulevard Benef

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 (14700-14800 BLOCK).

MEETING DATE: **April 12, 2016**
REPORT WRITTEN: **March 31, 2016**

STAFF RECOMMENDATION:
Staff recommends approval of the revised Preliminary Development Plan of the Basehor Town Center, with the stipulations stated in the staff report.

APPLICANT:
- The applicant is the Robert and Susan Perez.
- The engineer is Oppermann LandDesign and Phelps Engineering, Inc.

REQUEST:
- The applicant is requesting approval to revise the Single Family Residential Area abutting 147th Street located in the southeast corner of the Basehor Town Center slated for Type 'C' Homes, listed as Phase 1 on the revised plan encompassing approximately 40.23 acres of the existing Basehor Town Center Preliminary Development Plan, of which the Perez's own 20 acres, for the purposes of constructing two (2) single family residential dwellings. 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 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 is "PR" Planned Residential District.

SURROUNDING ZONING PER THE REVISION REQUEST:
- North "RR-2.5"-Rural Residential (County Zoning District)
- South "R-O" Suburban Residential District
- East "I-2" Heavy Industrial (County Zoning District)
- West "PR" Planned Residential

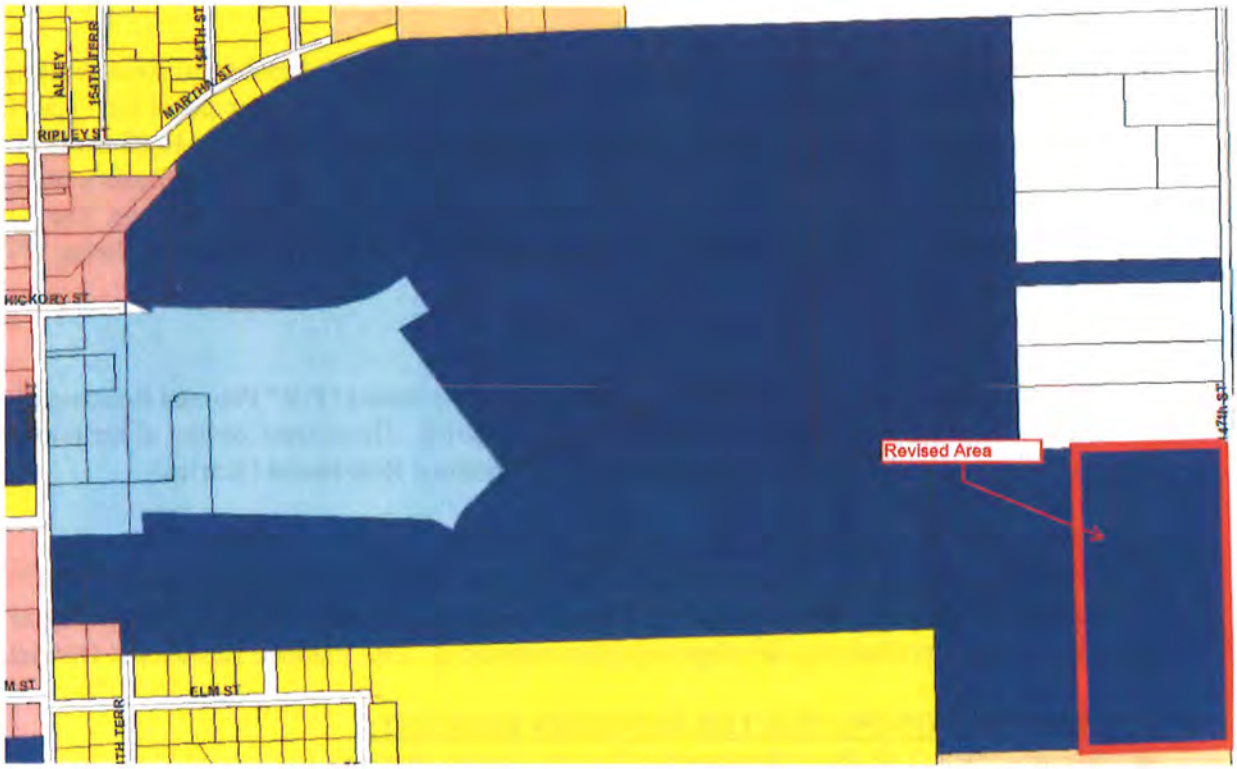
BACKGROUND:
Basehor Town Center Preliminary Development Plan (PDP) and rezoning was approved in September 2007. The approved PDP included low-density single family residential (detached), single family (attached) townhomes, senior housing, commercial/mixed-use and public land for

such uses as City Hall, Police Station, Community Center and recreational uses. To date only two phases have been or are being developed – Basehor Intermediate School and Legacy Senior Living.

The following pertains to the 20 acres that Mr. & Mrs. Perez own

The original area of the PDP was to be developed into +/- fifty-eight (58) single family dwelling lots. Mr. Robert Perez is requesting to reduce the number of single family dwelling lots to forty-nine (49), Mr. Perez is not intending to develop the ground rapidly, in fact Mr. Perez's intent is to construct two single family residences; one for himself and one for his parents, at this time. Over the past several months, city staff; including the City Administrator and City Attorney have met with Mr. and Mrs. Perez regarding the requested changes they are asking for, several items came into play, some of these items have been addressed in an agreement approved by City Council via Resolution 2016-04 during the March 16th regular meeting (see included Resolution and agreement). 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:
    - At the current time, the only proposed elements of the revised PDP will be the construction of two single family dwellings. Through the meetings and conversations that city staff and Mr. Perez have had, if the PDP and subsequent FDP are approved then at the time of plat Mr. Perez will be required to plat a bare minimum of lots within the area.

The following pertains to all area of the Type 'C' Homes

Density:

- The existing preliminary development plan – Type 'C' Homes has a density of 3.06 units per acre (123 total lots).
- The proposed revision – Type 'C' Homes has a density of 2.83 units per acre (114 total lots).
- A comparable density is "R-1" Single-Family Residential District with a density maximum of 3.5 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'	25'*
Side Yard Setback	12'	7'*
Rear Yard Setback	30'	30'
Minimum District Size	2 Acres	40.23 Acres
Minimum Open Space %	25%	+/-35%
Height Limit Single Family	35'	35'

*A modification was previously requested and approved as part of the initial preliminary development plan.

The yard regulations have been modified in accordance with Article 7, Section 5 (c) of the Basehor Zoning Ordinance. The reduced setbacks will not have any negative impacts to future development.

Traffic:

- Access to the development will be from 147th Street via a private driveway and the future street labeled as Street AA.

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')	30.5 ea. side	45 ea. side

Usable Open Space of the 20 acre Perez property:

- 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 includes +/- 4 acres (not including future road right-of-way).

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 147th Street. Mr. Perez has also determined that the existing pond shall remain and become open space and include a walking trial all of which will in time be dedicated to the Homeowners Association, this will also be taken into account as a retention area for storm water run-off.

Park Fees:

- The developer will be required to pay $200 per residential unit for park fees, as required by the City's Subdivision Regulations. City Staff has decided to allow Mr. Perez to final plat a minimum number of lots in order to proceed with his development plan. The number of lots that Mr. Perez will be required to plat has been set at five (5). The park fees associated with the entire Perez development area will be approximately $22,800 and shall be paid at the time of development and during the building permit issuance phase per the Subdivision Regulations.

Transportation Excise Tax:

- Per Ordinance 387, the developer will be required to pay a transportation excise tax. The transportation excise tax of $0.09 per square is taxed for platting real property up to $2,600.00. The proposed plat is 102,131 square feet. $0.09 * 102,131 = $9,191.79. $2,297.95 shall be collected at the time of building permit issuance.

STAFF RECOMMENDATION:

Staff recommends the approval of the Revised Preliminary Development Plan for the Basehor Town Center, Robert Perez property, with the following stipulations:

1. The applicant shall be responsible for:

a) Park Impact Fee-per city ordinance the applicant shall be required to pay a park impact fee (Parkland Fee) on all developed lots at time of building permit issuance. This fee shall be $200.00 per developed lot or a total of $800.00.
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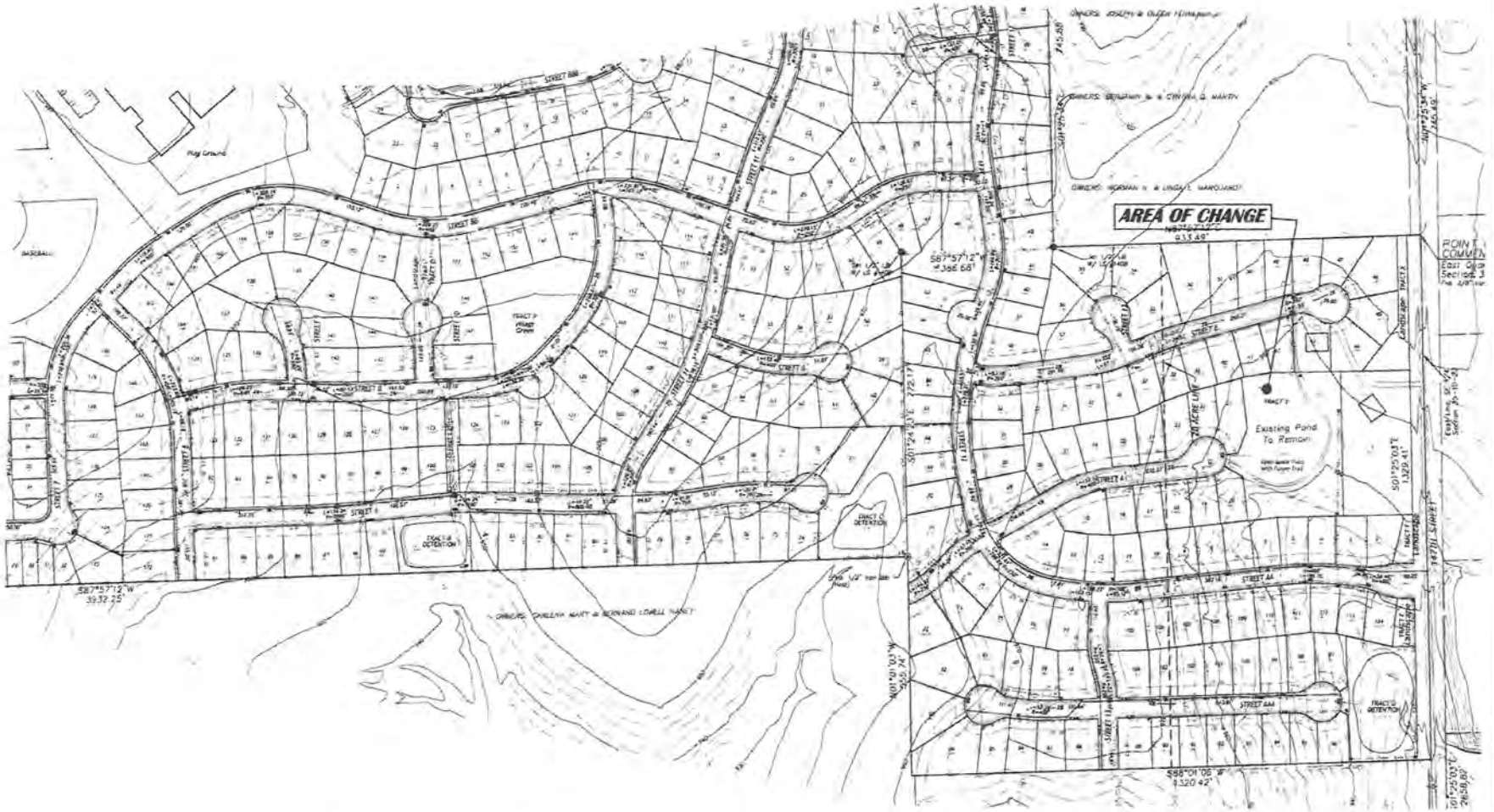

SINGLE FAMILY RESIDENTIAL SUMMARY

TYPE OF HOME	PHASE	AREA (ACRES)	# OF LOTS	DENSITY	MIN. GROUND FLOOR 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	25'	10'	30'
B	1	58.82	179	3.04	E	25'	8'	30'
B	2	15.91	46	2.89	E	25'	8'	30'
C	1	40.23	114	2.83	F	20'	7'	30'
C	2	29.96	77	3.06	F	20'	7'	30'

LEGEND

- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Existing Sanitary Sewer
- Proposed Direction Flow
- Proposed Sidewalk

Prepared By:

NAPIER ENGINEERING, LLC

Oppermann LandDesign, LLC

Prepared For:
ROBERT A. AND SUSAN J. PERRY
7151 ROCK CREEK DRIVE
LAWRENCE, KANSAS 66049
913.749.2566

SHEET C5

06-1275
BASEHOR TOWN CENTER
PRELIMINARY DEVELOPMENT PLANS

SINGLE-FAMILY LAYOUT