Agenda

Basehor City Council
Work Session

November 2, 2016 - 7:00 p.m.
Basehor City Hall

1. LCDC Presentation – Steve Jack
2. Mize Houser Audit Agreement – Resolution 2016-21
3. Mass Mutual 401 (A) Amendment – Resolution 2016-22
4. Zoning Regulation Amendment – Ordinance No. 683
5. Conditional Use Permit – Ordinance No. 684
6. Benefit District Policy – Resolution 2016-23
7. Garden Parkway Improvement Inter-local Agreement – Resolution 2016-24
8. Executive Session *(If Needed)*

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

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 1

Topic: Leavenworth County Development Corp

Action Requested: Approve our funding appropriation for LCDC in the amount of $9,465.00 for 2017.

Narrative: LCDC relies on annual appropriations from cities in Leavenworth County. The funding is used to provide multiple entities with economic development resources to citizens and businesses throughout the county.

Presented by: Lloyd Martley, Chief of Police/City Administrator
Steve Jack, LCDC Executive Director

Administration Recommendation: Approve funding appropriation for LCDC in the amount of $9,465.00 for 2017

Committee Recommendation: N/A

Attachments: LCDC funding request for Basehor

Projector needed for this item?

No

LEAVENWORTH
COUNTY
DEVELOPMENT CORP

May 6, 2016

Mr. Lloyd Martley
City Administrator
Basehor City Hall
2620 N. 155th St., P.O. Box 406
Basehor, KS 66007

Dear Lloyd:

The Leavenworth County Development Corporation (LCDC) relies on an annual appropriation from your community and the other cities in the county as well as funding from Leavenworth County, Leavenworth County Port Authority, and now more than 70 private sector members. Our funding partnership reflects how our organization works together with multiple entities in providing economic development resources to citizens and businesses throughout the county.

We market the county through websites, e-blasts, Facebook, and blogs as well as by our attendance at networking events and trade shows with businesses and commercial realtors. Last year we provided business assistance to dozens of companies throughout the county which saved them over $1.5 million. LCDC also invests in workforce development through our Classroom-to-Career program.

We have continued our business retention and expansion program by calling on businesses to remove barriers to growth and to offer available incentives. We have worked on recent projects with CSE, Inc., Holy-Field Winery, and Record News & Printing. We continue to pursue businesses for the Wolf Creek Mixed-Use Park and Pinehurst retail properties. And we will continue to work with you, Mayor Breuer, and the city council to encourage new development in Basehor.

Our organization would again like to formally request your participation in LCDC's economic development efforts. In order to fairly distribute the governmental/public sector contribution, more than a decade ago the cities instituted a funding mechanism based on valuation and population which are updated each year (see enclosure). **LCDC's request of Basehor for 2017 is $9,465.**

Thank you for your past support. If you have questions or comments, please feel free to contact us. Thank you for your time and consideration of this 2017 funding request.

Sincerely,

Blaine Weeks

Blaine Weeks
LCDC Board President

Steve Jack

Steve Jack
LCDC Executive Director

cc: Mayor David Breuer
Katherine Renn

1294 Eisenhower Rd. • Leavenworth, KS 66048 • Office: 913.727.6111 • Fax: 913.727.5515

LCDC Funding Mechanism

Base Data

Assessed Valuation

	2010	2011	2012	2013	2014	2015
City of Basehor	50,502,675	49,823,218	48,877,985	48,885,631	50,416,747	54,115,049
City of Lansing	75,257,960	75,453,717	74,929,269	77,268,589	77,000,472	78,748,105
City of Leavenworth	204,688,891	203,460,644	201,370,354	199,870,247	198,767,953	202,504,854
City of Tonganoxie	35,913,292	35,547,247	35,156,433	34,747,676	35,067,784	35,451,590

Source: Leavenworth County Clerk

Certified Population

City of Basehor	4,392	4,613	4,692	4,787	4,898	5,119
City of Lansing	10,804	11,265	11,385	11,591	11,642	11,713
City of Leavenworth	35,081	35,251	35,675	35,816	35,891	36,000
City of Tonganoxie	4,416	4,996	5,065	5,108	5,165	5,192

Source: Kansas Department of Administration - Division of the Budget

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Assessment Features

By Assessed Valuation

% per $ of assessed valuation = **0.000105**

City of Basehor	$ 5,303	$ 5,231	$ 5,132	$ 5,133	$ 5,294	$ 5,682
City of Lansing	$ 7,902	$ 7,923	$ 7,868	$ 8,113	$ 8,085	$ 8,269
City of Leavenworth	$ 21,492	$ 21,363	$ 21,144	$ 20,986	$ 20,871	$ 21,263
City of Tonganoxie	$ 3,771	$ 3,732	$ 3,691	$ 3,649	$ 3,682	$ 3,722

By Certified Population

$ per citizen = **$0.74**

City of Basehor	$ 3,246	$ 3,409	$ 3,467	$ 3,538	$ 3,620	$ 3,783
City of Lansing	$ 7,984	$ 8,325	$ 8,414	$ 8,566	$ 8,603	$ 8,656
City of Leavenworth	$ 25,925	$ 26,050	$ 26,364	$ 26,468	$ 26,523	$ 26,604
City of Tonganoxie	$ 3,263	$ 3,692	$ 3,743	$ 3,775	$ 3,817	$ 3,837

Total LCDC Funding by City

	2012	2013	2014	2015	2016	2017
City of Basehor	$ 8,548	$ 8,640	$ 8,600	$ 8,671	$ 8,913	$ 9,465
City of Lansing	$ 15,886	$ 16,247	$ 16,281	$ 16,679	$ 16,688	$ 16,924
City of Leavenworth	$ 47,417	$ 47,414	$ 47,508	$ 47,454	$ 47,394	$ 47,867
City of Tonganoxie	$ 7,034	$ 7,425	$ 7,434	$ 7,423	$ 7,499	$ 7,559
Total Funding from Cities	**$ 78,886**	**$ 79,726**	**$ 79,823**	**$ 80,227**	**$ 80,495**	**$ 81,816**

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 2

Topic: Fiscal Year 2016 Independent Audit

Action Requested: Approve Resolution 2016-21 authorizing the execution of the agreement with Mize Houser & Company, P.A. for FY 2016 audit.

Narrative: K.S.A. 75-1122 Requirements for Annual Audits of Municipalities

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

Administration Recommendation: Approve Resolution 2016-21 FY 2016 Independent External Audit

Committee Recommendation: N/A

Attachments: 2016 Mize Houser & Company, P.A. agreement
Resolution 2016-21

Projector needed for this item?

No

RESOLUTION NO. 2016-21

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT WITH MIZE HOUSER & COMPANY, P.A.

WHEREAS, Mize Houser & Company, P.A. ("Mize Houser") and the City of Basehor previously entered into an agreement regarding the City of Basehor's annual audit and related services which were performed for fiscal year ending 2015; and

WHEREAS, it is necessary to enter into an agreement regarding the City of Basehor's annual audit and related services to be performed for fiscal year ending 2016; and

WHEREAS, Mize Houser and the City of Basehor wish to enter into an agreement for the City of Basehor's annual audit and related services to be performed for fiscal year ending 2016.

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 City Administrator to execute the agreement for the City of Basehor's annual audit and related services to be performed for fiscal year ending 2016, attached as Exhibit A.

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

ADOPTED by the Governing Body this 16th day of November, 2016.

SIGNED by the Mayor this 16th day of November, 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 the City of Basehor's annual audit and related services
to be performed for fiscal year ending 2016

Our audit approach is an implementation of the policies and procedures established by the firm to comply with our professional standards and can be divided into three distinct segments as follows:

- Planning, Risk Assessment and Obtaining an Understanding of Internal Controls
- Audit Testing
- Completing the Audit and Reporting

Planning

In planning the audit of City of Basehor, Kansas we first obtain an understanding of the City's operating environment. We conduct meetings with City staff to review the audit timeline and key dates. We ask key personnel and members of management if they had any concerns related to the audit and if they had any recent changes in accounting principles or internal control systems. In addition to these interviews we also obtain an understanding of the City's operating environment by a review of City policies and procedures, reading governing body meeting minutes and reviewing City ordinances that relate to the financial management of the City. In addition, we request organizational charts, financial manuals and programs, financial statements, budgets and final trial balances for the current year.

Audit staff performs multiple analytical reviews and analyze the trends of the financial information over several years. This analysis assists in identifying major areas of audit concern and begins to define our major audit objectives. Once a preliminary audit plan has been established we contact the City's staff to discuss the timing for our evaluation of the City's internal control systems.

Our review of the City's internal control systems provides us with information to determine the extent to which we can rely on the internal controls of the City. Our review of the internal control systems includes documenting the flow of accounting transactions throughout the City. Our review helps to identify potential deficiencies in internal controls and also assists in determining strengths in the City's internal control systems. During this time and throughout the audit, we discuss these potential deficiencies and strengths in internal control with the City's management staff. Our assessments assist in our development of a meaningful management recommendation letter that management can use to implement best practices for the City.

Compliance testing is completed for established control procedures to determine that the significant strengths within each control system are functioning as designed. Emphasis is placed on controls over major areas of the audit. Controls are tested over a sample of transactions in the following areas:

Accounts payable disbursements – a sample of disbursements are tested for proper supporting documentation, proper expenditure approvals and payment was made to the proper entity and was traced through to the bank statement.

Payroll disbursements – a sample of disbursements are tested for approved timesheets, approved pay rates, payment was made to the correct individual and the amount was traced through to the bank statement, and pay was properly calculated.

Utility billing – a sample of transactions are tested for correct approved rates, bill was properly calculated, payment was traced through to the City approved deposit report, deposit slip and it was properly deposited into the bank statement, and payment was properly posted to the correct customer account and general ledger account.

Municipal court – a sample of transactions are tested for correct approved fines, ticket was properly handled and fine was properly calculated, traced the fine collected to the approved deposit report and slip, and the fine collected was properly applied against the ticket and deposited into the bank account and correct general ledger account.

Building permit – a sample of transactions are tested to determine the correct approved permit fee was calculated and assessed and the payment was included on the approved daily deposit report and was properly recorded in the bank statement.

Note on samples - samples are used as necessary to test controls using random audit sampling techniques. If the sample population does not lend itself to random sampling, a haphazard sample is selected from the population. The sample size varies based on the size of the population, our risk assessment, our planned reliance on the control test results, and the accuracy we determine appropriate for testing.

Audit Testing

Once we have reviewed the systems, we develop a customized audit program. The audit program includes compliance testing as well as substantive testing. Compliance testing is also completed for compliance with applicable laws, including State statutes, regulations and governmental policies, including single audit test work.

Substantive tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system that appears on the financial statements. The extent of the substantive testing is determined by the results of the tests performed over the City's internal control systems. The substantive tests includes third party confirmation of financial institution accounts, grant and tax revenue, debt expenditures, and other financial statement accounts that lend themselves to confirmation. A detailed analytical review is performed to identify unusual trends which may indicate the need for further testing. Supporting documentation evidence is obtained and reviewed to assist in the testing of various areas of the audit. We also evaluate management's determination of significant estimates and the significant accounting issues, including the application of new accounting principles.

Substantive testing over the City financial statements includes:

Cash and investments testing:

1. Document the City's bank reconciliation procedures – including the names of the individuals who perform the tasks. We then select a sample of bank reconciliations from the year to determine that the processes were followed.
2. Prepare a cash summary that lists out all the bank balances from City accounts. We obtain supporting documentation for outstanding reconciling items (for example outstanding checks, deposits in transit). We trace the bank balances for all accounts to a confirmation received from the bank and trace outstanding checks, deposits in transit and other reconciling items to the January 2016 bank statement to determine that the items cleared the bank in the correct amount and from/to the correct individual/entity.
3. Scan cash receipts and disbursements from the end of December to the beginning of January to determine that the transactions were reported in the correct year.
4. Compare investment income from the current year to the prior year. Compare a ratio of investment income to cash balances for the current year to the same ratio in the prior year. Compare the investment income collected to investment statements of IRS Form 1099-Int's received from the banking institutions.
5. Compare prior year cash balances to the current year cash balances, keeping in mind major events (bond sales, construction projects) for reasonableness.
6. Verify that authorized bank account signers confirmed by the bank are current employees or council members.
7. Bank balances are compared against the amount of assets pledged by the banking institutions used by the City. All balances should be properly secured by the bank by pledging their assets held by third party independent institutions.

Accounts receivable testing:

1. Document the City's process for determining the allowance for uncollectible accounts (mostly relating to utility billing) and verify that the City is following those processes including the account write off/collection process for past due accounts.
2. Confirm property tax receivable to the confirmation received from the County for an estimate of tax collections in the following year.
3. Select a sample of utility accounts receivable individual accounts and trace the collection of the payment in the following month to the customer account/bank statements to determine that the collectability of the receivable is in line with the percent of the receivable that is estimated to be collected at year end by the City.
4. Calculate several ratios over utility charges for services, including charges for services compared to gallons sold; charges for services compared to customers; and charges for services compared to consumption. All of these are calculated for the current and prior year and material variance are invested for variance causes. The customer, gallons sold, and amounts consumed are taken from reports filed with the State of Kansas.
5. Additional miscellaneous accounts receivable are confirmed if possible or supported by agreements entered into by the City if the third party does not return the confirmation.

Capital asset testing:

1. Obtain a schedule of capital assets that summarizes opening and ending balances by asset type and tie the amounts to the general ledger. We investigate any unexpected results.
2. We document the City's capitalization and disposal policy, including depreciation methods used. We perform all of our testing against the implementation of the policy.
3. Review the supporting documentation and approval of the purchase of all capital asset additions.
4. Review repair general ledger accounts to determine that all items were properly capitalized using the capital asset policy thresholds. Also determine that material REPAIRS were expenses and not capitalized if they were true repairs and not new assets.
5. Determine if the City followed the procedures regarding proper disposal of assets.
6. Test accuracy of the current year depreciation against useful lives, depreciation methods approve by the City.

Long term debt testing:

1. Inquire as to the issuance of any new debt of capital lease agreements. Obtain copies of the bond transcripts or agreements. We review these agreements for compliance requirements and test City compliance with these agreements.
2. Prepare a debt summary. Verify that beginning balances equal prior year ending balances and verify that principal and interest payments on the summary agree to the general ledger.
3. Confirm principal and interest payments and principal balances with the third party holder of the debt or lease.

Accounts payable testing:

1. Obtain a copy of the outstanding accounts payable and encumbrances outstanding at the end of the year. We reconcile the detailed listing to the general ledger accounts. We obtain supporting documentation and the approval information for the material individual accounts payable and encumbrance amounts.
2. We also review the listings for unusual items or related party transactions.
3. We obtain a copy of the check register from January 1 of the following year to the audit report date. We review this listing and obtain supporting documentation for amounts that are material or appear to be items that may be miscoded between the two years.
4. We inquire of City management of any unprocessed invoices or unrecorded invoices or contingent liabilities not previously recorded.

Accrued liabilities testing:

1. We obtain a copy of the accrued payroll listing at year end. We prepare analytical testing comparing the current year amount to the prior year amount. We compare the current year liability to the gross payroll and compare that ratio to the prior year ratio. We investigate any unusual variances.
2. We recalculate the amount based on the number of days within the accrued payroll. We recalculate a sample of individual accrued payrolls to determine that the correct approved pay rates were used in the payroll.
3. We obtain the Other Post Employment Benefit actuarially study. We review the assumptions used by the actuary against City policy to determine their accuracy. We also compare the liability to the prior year and use these assumptions to test the accuracy of the liability.
4. We obtain a list of compensated absences from the City at year end. We prepare analytical testing comparing the current year amount to the prior year amount. We compare the current year liability to the gross payroll and compare that ratio to the prior year ratio. We investigate any unusual variances.
5. We recalculate a sample of individual balances and compare the individual's current year balance to the prior year to determine reasonableness and recalculate the amount based on the employee's approved pay rate.
6. We compare the compensated absence policy against the schedule to determine that the policy is being properly implemented.
7. We obtain the Net Pension Liability audited report. We review the assumptions used by the actuary against City policy to determine their accuracy. We also compare the liability to the prior year and use these assumptions to test the accuracy of the liability. In addition, we test that the correct amount of the liability has been allocated to the City based on City records. We also select a sample of employees to determine that the correct contribution rate and assumptions were used by the City to determine that the correct amounts were remitted.

Fund balance testing:

1. We compare the beginning fund balance amounts to the ending fund balance amounts audited in the prior year. These amounts should agree exactly.
2. If the amounts do not agree we investigate the variances for reasonableness and confirm that the restatements of fund balance are properly disclosed in the financial statements.

Revenue testing:

1. Confirm state and federal grants, franchise fees, various taxes (including transient guest, property, motor vehicle, sales taxes) with the State of Kansas, various federal departments and the County and compare the confirmed balances with the City's general ledger. Last year, we received confirmations back for approximately 85% of governmental revenues.
2. Verify that transfers between funds balance to zero and that transfers were properly authorized under State of KS statutes.
3. Performed various analytics for revenue sources including comparing permit revenue between years and based on permits issued (also see control testing above to read about testing of controls and approvals in this areas).
4. Investigate any infrequent revenue collections in the prior year against amounts collected in the current year (including various reimbursements) to determine that amounts are properly recorded.
5. Review the City minutes for agreements the City entered into that may generate infrequent revenue and determine that those amounts were properly recorded.

Expenditure testing:

1. Obtain IRS Form 941's and compare the amounts filed and remitted to the federal government as payroll and withholding taxes against the City's general ledger account.

2. Compare payroll expenditures by department over several years and investigate any variances. Trace increases and decreases to multiple sources including but not limited to: Council minutes, approved hiring and termination City procedures, and Council/management approved pay increases.
3. Confirm payments made for pension payments.
4. Compare health insurance, work comp and unemployment payments to payroll expenditures for reasonableness. Compare increases/decreases to supporting documentation including Council minutes and notices from third party entities.
5. Review bid and bond compliance documentation for capital projects to determine compliance with State of KS statutes and City policies.
6. Obtain the detail for material non payroll expenditure accounts. We review this detail for unusual transactions and related party transactions. In addition, we obtain supporting documentation for material transactions that includes approved invoices, Council minutes for approval, bid documentation, and agreements with third party entities.
7. Confirm transactions with a third party that are material and we believe from an accurate source.

Additional testing that may not be material in the quantitative sense, but material qualitatively:

1. Obtain a sample of bank statements and scan the statements for clerical accuracy, cancelled checks have the correct signers/number of signers, no checks are made to cash or bearer, vendors appear reasonable and investigate unusual transactions.
2. Obtain a listing of salary amounts by employee. Selected a sample of employees and viewed their personnel file for compliance with various State and Federal laws. Scanned the listing of salary amounts by employee for reasonableness based on position and longevity with the City.
3. Obtained the City's purchasing card statements. Traced a sample of individual purchases to the supporting receipt documentation and the established approval process. Also, scanned the statements for questionable purchases.
4. Obtained the utility account history for key utility employee, management and a sample of Council members. Reviewed the account detail for past due balances, any adjustments or write offs and penalties assessed.
5. Generate a complete listing of journal entries posted to the City's general ledger for the audit year. Reviewed material journal entries for reasonableness, approval process and supporting documentation.

Completing the Audit and Reporting

At the conclusion of fieldwork, both the partner in charge of the audit and the quality control partner review all detailed workpapers as well as the financial statements. The final report is reviewed by our technical, quality control reviewer during this phase.

In addition, we:

1. Review for contingencies and subsequent events through the checklists completed by management, the legal representations supplied to us by the City's attorney, and review of the City Council minutes.
2. Review the conflict of interest questionnaires completed by the City Council and City staff.
3. Evaluate the overall audit results and reasonableness of the financial statements, issue the audit reports and the management letter that details comments and suggestions resulting from the audit and we will conduct the presentations of the audit to the governing body.

MIZE HOUSER & COMPANY P.A.

CLIENT'S COPY

Mize Houser & Company, P.A.

October 7, 2016

Mayor and City Council
City of Basehor
2650 N. 155th Street
Basehor, KS 66007

We are pleased to confirm our understanding of the services we are to provide the City of Basehor, Kansas, (the City) for the year ended December 31, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2016.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: Management Discussion and Analysis, the OPEB information and the Pension Liability information.

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements,that also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining statements and individual fund statements.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

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Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws and governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also compile the capital assets depreciation schedule for the year ended December 31, 2016, based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information of the City's and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report theron. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period; and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You have requested that we prepare the financial statements that are the subject matter of this audit and the capital assets depreciation schedule for the year ended December 31, 2016, hereinafter referred to as nonattest services. You are responsible for those financial statements and for the selection of useful lives, depreciation methods and capitalization thresholds used in this capital assets depreciation schedule. You agree to assume all management responsibilities for any nonattest services we provide, including our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. To mitigate these risks, we offer a method for you to send sensitive information to us securely and also one for us to securely send sensitive information to you. We strongly encourage the use of these secure methods, particularly for the transmission of Personally Identifiable Information (PII).

Audit Administration, Fees and Other

When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The workpapers for this engagement are our property and constitute confidential information. However, we may be requested to make certain workpapers available to others pursuant to authority given by law, regulation or other legal process. If requested, access to such workpapers will be provided under the supervision of firm personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to governmental agencies who may intend or decide to distribute the photocopies or information contained therein to others, including other governmental agencies. You agree to reimburse us for our personnel and other costs associated with our compliance with such requests. Our policy is to retain workpapers for five years after the engagement. During the term of this engagement, we agree to comply with the provisions of K.S.A. 44-1030.

You agree that the term "those charged with governance", as used in Statement on Auditing Standards No. 114 for defining our communication responsibilities under that standard, consists of the mayor, city council, and the city administrator.

It is understood that the services provided by our firm necessarily rely, to some extent, on information provided by your organization, including management representations, as well as information and documents. Accordingly, your organization indemnifies our firm and its owners and employees, and holds them harmless from all claims, liabilities, losses or costs in connection with services provided by our firm that are affected in any way by erroneous, misleading, or incomplete information furnished by your organization. This indemnification will survive any terminations under this letter.

Mize Houser & Company P.A. and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within the state and county of the Mize Houser & Company P.A. office servicing the City by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.

Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We agree that our gross fee, including all expenses, for the above services shall not exceed $18,795, except as noted above. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Basehor, Kansas and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MIZE HOUSER & COMPANY P.A.
Certified Public Accountants

By Audrey Odermann

RESPONSE:

This letter correctly sets forth the understanding of the City of Basehor, Kansas.

By:_____

Title:_____

Date:_____

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 3

Topic: City of Basehor, Kansas 401(a) retirement plan through Mass Mutual

Action Requested: Approve Resolution 2016-22 amending the City of Basehor, Kansas 401(a) plan

Narrative: Effective January 1, 2017 council approved revising the Employer Contribution rates for the 401(a) retirement plan through Mass Mutual. Section 14.01(b) of the plan authorizes the employer to amend the selections under the City of Basehor, Ks 401(a) plan adoption agreement.

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

Administration Recommendation: Approve Resolution 2016-22

Committee Recommendation: N/A

Attachments: Resolution 2016-22
Amendment to City of Basehor 401(a)

Projector needed for this item?

No

RESOLUTION NO. 2016-22

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CITY OF BASEHOR, KANSAS 401 (A) PLAN, AS AMENDED, AND CONFIRMING THE TRUSTEE OF THE PLAN

WHEREAS, the City of Basehor (the "Employer") has maintained the City of Basehor, KS 401(a) Plan (the "Plan") since 10-1-2010 for the benefit of eligible employees.

WHEREAS, the Employer has decided to amend the Plan Adoption Agreement; and

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Adoption Agreement; and

WHEREAS, the Employer wishes for the City Administrator, Lloyd Martley Jr.,to continue as Trustee of the Plan.

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

Section 1. That the Governing Body approves the City of Basehor, Kansas, 401 (a) Plan as a complete restatement of the prior Plan and hereby authorizes the City Administrator, Lloyd Martley, Jr., to execute the City of Basehor, Kansas, 401 (a) Plan, effective on January 1, 2017, and confirms him as the Trustee of the Plan and authorizes him to perform any actions necessary to perform any other actions necessary to adopt the Plan amendment and authorizes him to perform the actions necessary to implement the Plan amendment.

Section 2. That the Governing Body designates the City Administrator, Lloyd Martley, Jr., to perform all actions necessary to carry out the administration of the Plan.

Section 3. That Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

Section 4. That a copy of the Plan shall be retained in the business office of the Employer.

Section 5. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 16th day of November, 2016.

SIGNED by the Mayor this 16th day of November, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

AMENDMENT TO CITY OF BASEHOR, KS 401(A) PLAN ("the Plan")

WHEREAS, City of Basehor (the "Employer") maintains the City of Basehor, KS 401(a) Plan (the "Plan") for its employees;

WHEREAS, City of Basehor has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the City of Basehor, KS 401(a) Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the City of Basehor, KS 401(a) Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 1-1-2017.

1. The Adoption Agreement is amended to read:

6-3 **ALLOCATION FORMULA.**

☐ (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated:

☐ (1) as a uniform percentage of Plan Compensation.

☐ (2) as a uniform dollar amount.

☐ (b) **Fixed contribution.** The fixed Employer Contribution under AA §6-2(b) will be allocated in accordance with the selections made under AA §6-2(b).

☐ (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan), using the Taxable Wage Base (as defined in Section 1.87 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below.

☐ (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:

☐ (i) ___% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

☐ (A) N/A ☐ (B) $1

☐ (C) $100 ☐ (D) $1,000

☐ (ii) $____ (not to exceed the Taxable Wage Base)

☐ (iii) 20% of the Taxable Wage Base

[***Note:*** *See Section 3.02(a)(1)(i)(B)(IV) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

☐ (2) **Describe** special rules for applying permitted disparity allocation formula: _____

[***Note:*** *Any special rules under subsection (2) must be definitely determinable.*]

☐ (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

☐ (1) ___ point(s) for each _ year(s) of age (attained as of the end of the Plan Year).

☐ (2) ___ points for each $___ of Plan Compensation.

☐ (3) ___ point(s) for each ___ Year(s) of Service. For this purpose, Years of Service are determined:

☐ (i) In the same manner as determined for eligibility.

☐ (ii) In the same manner as determined for vesting.

☐ (iii) Points will not be provided with respect to Years of Service in excess of ___.

☐ (e) **Employee group allocation.** The Employer may make a separate discretionary Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Trustee in writing of the amount of the contribution to be allocated to each allocation group.

☐ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).

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☐ (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount to all Participants within that allocation group.

[***Note**: The Employee allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).*]

☐ (3) **Special rules.**

☐ (i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(a)(1)(i)(D) of the Plan.)

☐ **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

☐ (ii) **Describe:** _____

[***Note:** Any special rules under subsection (ii) must be definitely determinable.*]

☐ (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.

☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____

☐ (3) **Describe special rules applicable to age-based allocation:** _____

[***Note:** See Exhibit A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

☐ (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).

☑ (h) **Describe special rules for determining allocation formula:** Each year the Employer will determine in its sole discretion whether it will make an Employer Contribution. If the Employer decides to make an Employer Contribution it will be made according to the following schedule: Employees hired before August 1, 2011 - 11% of Plan Compensation; Employees hired on or after August 1, 2011 through August 1, 2013 - 8% of Plan Compensation; Employees hired after August 1, 2013 through December 31, 2016 - 5% of Plan Compensation; Employees hired on or after January 1, 2017 - 3% of Plan Compensation which will increase to 5% of Plan Compensation after the affected Participant reaches their 3rd anniversary of date of hire.

[***Note:** Any special rules under subsection (h) must be definitely determinable.*]

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EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

☐ (a) The adoption of a **new plan**, effective ___ [*insert Effective Date of Plan*]. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☐ (b) The **restatement** of an existing plan, in order to comply with the requirements of PPA, pursuant to Rev. Proc. 2011-49.

(1) Effective date of restatement: _____. [***Note:*** *Date can be no earlier than January 1, 2007. Section 14.01(d)(2) of Plan provides for retroactive effective dates for all PPA provisions. Thus, a current effective date may be used under this subsection (1) without jeopardizing reliance.*]

(2) Name of plan(s) being restated: _____

(3) The original effective date of the plan(s) being restated: _____

☑ (c) An **amendment or restatement** of the Plan (other than to comply with PPA). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Effective Date(s) of amendment/restatement: 1-1-2017

(2) Name of plan being amended/restated: City of Basehor, KS 401(a) Plan

(3) The original effective date of the plan being amended/restated: 10-1-2010

(4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: Section 6-3(h) to update the Employer Contribution formula based on an Employee's date of hire beginning with the 2017 Plan Year.

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): Massachusetts Mutual Life Insurance Company

Address: 1295 State Street Springfield, MA 01111-0001

Telephone number: (800) 309-3539

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2011-49. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2011-49. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter. See Section 1.50 of the Plan.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #05. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

City of Basehor
(Name of Employer)

_____
(Name of authorized representative) *(Title)*

_____
(Signature) *(Date)*

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City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 4

Topic: Zoning Regulations Amendment - Addition of the definition of "Architecturally Attached Structure" to Article 6 (Definitions)

Action Requested: Approve Ordinance 683 amending the Zoning Regulations of the City of Basehor to include the definition of the word attached structure as it pertains to accessory structures.

Narrative: The zoning regulations have specific limits on the size of accessory structures, one way in which the size restriction can be deviated from is to attach the structure to the main dwelling. In doing this it no longer becomes an accessory structure in the sense and becomes a portion of the main structure thus alleviating the homeowner from the size limits and in turn limits them to the setback requirements of the zoning district in which they are located.

Presented by: Mark Lee-Planning & Zoning Director

Staff Recommendation: Approve Ordinance 683 amendment to the Zoning Regulations to include the definition and requirements, of the words "Architecturally Attached Structure".

Planning Commission Recommendation: Planning Commission approved the amendment to the City of Basehor Zoning Regulations by a 7-0 vote.

Attachments: Definition of Architecturally Attached Structure
Ordinance 683

Projector needed for this item?
No

ORDINANCE NO. 683

AN ORDINANCE AMENDING ARTICLE 6, OF THE BASEHOR ZONING ORDINANCE, ENTITLED "DEFINITIONS", TO ADD AND DEFINE THE TERM "ARCHITECTURALLY ATTACHED STRUCTURES"

WHEREAS, city staff initiated an application to amend Article 6 of the Basehor Zoning Ordinance, entitled "Definitions", to add and define the term "Architecturally Attached Structures" as follows:

> "Architecturally Attached Structures: Architecturally attached structures shall be attached to and considered a part of the principal building on the lot when they are connected to the principal building with a minimum ten (10) foot wide structure, such as a breezeway, pergola, or other usable shade type structure constructed of similar materials to which they will be attached. The accessory structure and the principal building shall not be more than fifteen (15) feet apart, measured from the exterior wall of the attached structure to the exterior wall of the principal building. Fences, decks, awnings or other types of non-compatible or non-shade type structures shall not be used to provide the necessary connection referenced above"; and

WHEREAS, a public hearing was held by the Basehor Planning Commission on October 11th, 2016, and notice of such public hearing was provided in accordance with Kansas state law and the Basehor Zoning Ordinance; and

WHEREAS, on October 11th, 2016 the Basehor Planning Commission considered the application and recommended approval of the amendment to Article 6 of the Basehor Zoning Ordinance, entitled "Definitions", to add and define the term "Architecturally Attached Structures"; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at it's regularly scheduled meeting on November 16th, 2016, for consideration.

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

Section 1: That Article 6 of the Basehor Zoning Ordinance, entitled "Definitions", be amended with the addition and definition of "Architecturally Attached Structures" as follows:

> "Architecturally Attached Structures: Architecturally attached structures shall be attached to and considered a part of the principal building on the lot when they are connected to the principal building with a minimum ten (10) foot wide structure, such as a breezeway, pergola, or other usable shade type structure constructed of similar materials to which they will be attached. The accessory structure and the principal building shall not be more than fifteen (15) feet apart, measured from the exterior wall of the attached structure to the exterior wall of the principal building. Fences, decks,

awnings or other types of non-compatible or non-shade type structures shall not be used to provide the necessary connection referenced above."

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

PASSED by the City Council this 16th day of November, 2016.

APPROVED by the Mayor this 16th day of November, 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. 5

Topic: Conditional Use Permit for Fat Cat's Dog Boarding, Ordinance 684

Action Requested: Ordinance 684 approving a Conditional Use Permit allowing for Boarding and Kennel operations to exist at 14428 Parallel Road, with the stipulations listed in the Zoning Regulations and provided in staff's report.

Narrative: With the recent approval and addition of new conditional uses allowed in I-1, Light Industrial zoning districts, Fat Cat's Dog Boarding has come forward with a request for a Conditional Use Permit as allowed for in the Zoning Regulations of the City of Basehor.

Presented by: Mark Lee-Planning & Zoning Director

Staff Recommendation: Approve Ordinance 684 approving the Conditional Use Permit as permitted in the Zoning Regulations of the City of Basehor with the stipulations stated in staff's report.

Planning Commission Recommendation: Planning Commission approved the Conditional Use Permit for Fat Cats Dog Boarding with staff recommendations by a 7-0 vote.

Attachments: Staff Report
Ordinance 684

Projector needed for this item?
No

ORDINANCE NO. 684

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A KENNEL AND BOARDING FACILITY TO BE LOCATED AT 14428 PARALLEL ROAD

WHEREAS, Fat Cat's Dog Boarding filed an application for a Conditional Use Permit to allow a kennel and boarding facility to be located at 14428 Parallel Road (the "Property"); and

WHEREAS, the Property is zoned I-1, Light Industrial, which allows kennel and boarding facilities with a conditional use permit; and

WHEREAS, the Basehor Zoning Ordinance requires a public hearing be held prior to the granting of a conditional use permit; and

WHEREAS, the Basehor Zoning Ordinance imposes the following conditions upon the granting of a conditional use permit for kennel and boarding facilities:

1. The minimum lot size shall not be less than one (1) acre
2. No kennel buildings or runs shall be located nearer than seventy-five (75) feet to any property line
3. All kennel runs or open areas shall be screened around such areas or at the property lines to prevent the distraction or the excitement of the dogs. Such screening shall be either a solid or semi-solid fence or wall at least six (6) feet, but not more that eight (8) feet tall, and having a density of not less than eighty percent (80%) per square foot; and

WHEREAS, a public hearing was held by the Basehor Planning Commission on October 11th, 2016, and notice of such public hearing was provided in accordance with Kansas state law and the Basehor Zoning Ordinance; and

WHEREAS, on October 11th, 2016 the Basehor Planning Commission considered the application and recommended approval of the conditional use permit for the kennel and boarding facility for the Property with the following additional conditions:

1. The minimum lot size shall not be less than one (1) acre
2. No kennel buildings or runs shall be located nearer than seventy-five (75) feet to any property line
3. All kennel runs or open areas shall be screened around such areas or at the property lines to prevent the distraction or the excitement of the dogs. Such screening shall be either a solid or semi-solid fence or wall at least six (6) feet, but not more that eight (8) feet tall, and having a density of not less than eighty percent (80%) per square foot.

4. Platting Requirements-A short-form plat process shall be utilized 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 upon approval.

5. Park Impact Fee-per city ordinance applicants for new buildings shall be required to pay a park impact fee (Parkland Fee) on all buildings at time of building permit issuance. This fee shall be $200.00 per individual building.

6. The applicant shall be required to dedicate an additional twenty feet (20') of right of way along Parallel Road for the entirety of the property line for the future widening of said street, on above mentioned plat.

7. Transportation Improvements Impact Fee- per Ordinance 387, a total of $13,163.31 in excise tax shall be paid in full at the time of building permit issuance or prior to issuance.

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 November 16th, 2016, for consideration.

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

Section 1: That the conditional use permit is hereby granted to allow a kennel and boarding facility on the Property with the following additional conditions:

1. The minimum lot size shall not be less than one (1) acre.

2. No kennel buildings or runs shall be located nearer than seventy-five (75) feet to any property line.

3. All kennel runs or open areas shall be screened around such areas or at the property lines to prevent the distraction or the excitement of the dogs. Such screening shall be either a solid or semi-solid fence or wall at least six (6) feet, but not more that eight (8) feet tall, and having a density of not less than eighty percent (80%) per square foot.

4. Platting Requirements-A short-form plat process shall be utilized 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 upon approval.

5. Park Impact Fee-per city ordinance applicants for new buildings shall be required to pay a park impact fee (Parkland Fee) on all buildings at time of building permit issuance. This fee shall be $200.00 per individual building.

6. The applicant shall be required to dedicate an additional twenty feet (20') of right of way along Parallel Road for the entirety of the property line for the future widening of said street, on above mentioned plat.

7. Transportation Improvements Impact Fee- per Ordinance 387, a total of $13,163.31 in excise tax shall be paid in full at the time of building permit issuance or prior to issuance.

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 and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

PASSED by the City Council this 16th day of November, 2016.

APPROVED by the Mayor this 16th day of November, 2016.

SEAL

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOW FOR A KENNEL AND BOARDING FACILITY TO BE LOCATED AT 14428 PARALLEL ROAD, CURRENTLY ZONED I-1-LIGHT INDUSTRIAL.

MEETING DATE: **October 11, 2016**
REPORT WRITTEN: **September 16, 2016**

APPLICANT:

- Stephanie and Steve Stone (Business Owner); Fat Cat's Dog Boarding, 15395 Briar Road, Basehor KS 66007
- FDR Investors, LLC (Property Owner)

SITE CHARACTERISTICS:

- The site is approximately 3.3 acres in size located north of Parallel Road between 142nd and 147th Streets. The property is currently occupied by three (3) outdoor storage facilities owned and operated by FDR Investors.

COMPREHENSIVE PLAN/FUTURE LAND USE MAP:

- The Future Land Use Map designates this property as I-1 Light Industrial District.

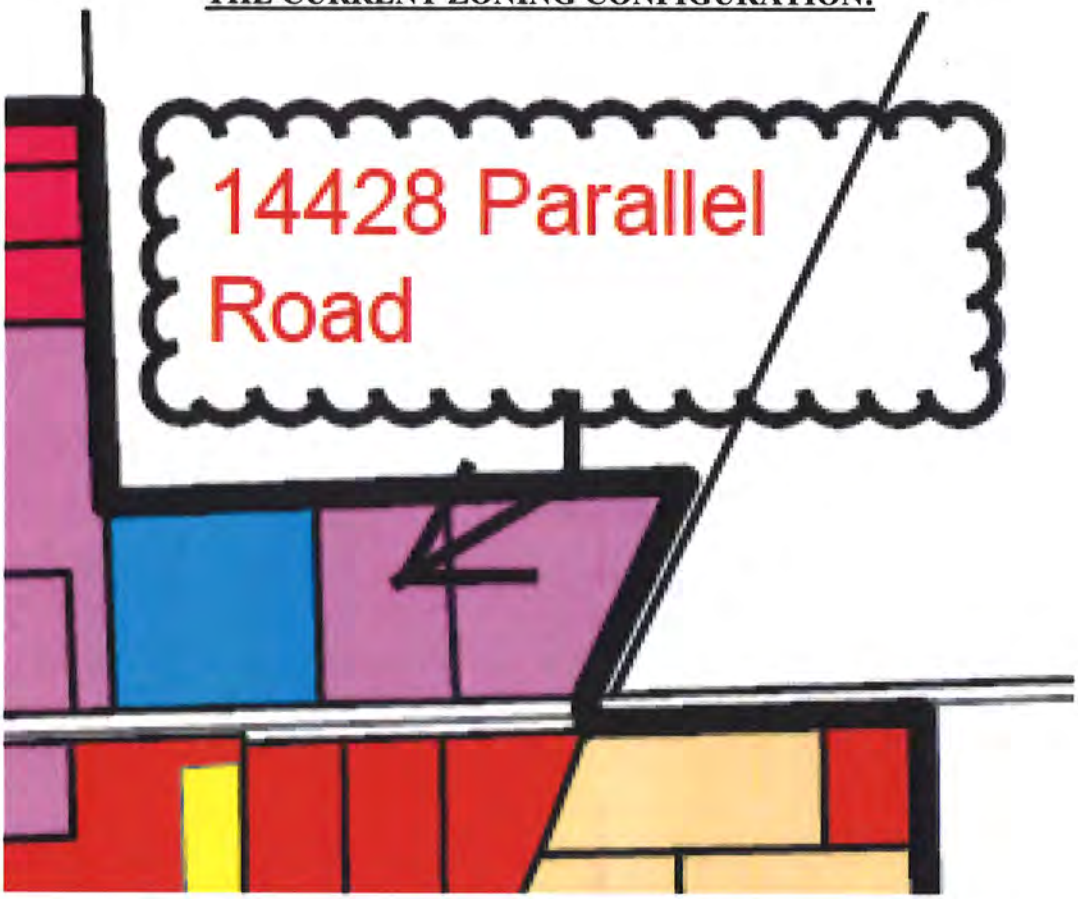
SURROUNDING ZONING/CHARACTER OF NEIGHBORHOOD:

- North Unincorporated Leavenworth County
- South CP-2 General Business District
- East I-1 Light Industrial District
- West MU-2 Mixed Use General District

The subject property is currently being occupied by three (3) outdoor storage facility located on the far northern boundary. The property was the site of the Stierly Flooring Company until fire destroyed the building in December of 2015. The surrounding properties are currently being utilized in the following manners:

- the property located directly to the north is located in Unincorporated Leavenworth County and is undeveloped agricultural land.
- to the south is zoned CP-2 General Business and is currently undeveloped
- property to the east is occupied by the Wolf Creek Veterinarian Clinic(I-1 Zoning)
- to the west is Mixed-Use(MU-2) development consisting of several small businesses

THE CURRENT ZONING CONFIGURATION:



TRAFFIC IMPACT: The subject property is currently accessed from Parallel Road. Parallel Road is designated as a arterial street in the Comprehensive Plan but not improved to current arterial standards. The allowance of the conditional use will have a minor impact on the existing street network.

DRAINAGE IMPACT: The proposed conditional use permit will not have any added impact to the drainage system.

CONFORMANCE WITH THE COMPREHENSIVE PLAN: Per the Comprehensive Plan, the location and design of the subject property is to remain as I-1, Light Industrial. The existing land use is substantially in conformance with the Comprehensive Plan.

The Comprehensive Plan's future land use map identifies the subject property as I-1 Light Industrial Zoning District.

> The Comprehensive Plan states:
> *The Industrial designation is intended to provide locations for manufacturing, warehousing and distribution, indoor, and screened outdoor storage, and a wide range of other industrial services and operations.*

Because of their potential environmental impacts, industrial uses should generally be located away from population centers or must be adequately buffered. Traffic generated by industrial uses should not pass through residential areas. Sites should have access to one or more major arterials or highways capable of handling heavy truck traffic. Railroad access is also beneficial to certain types of industrial uses. Light industrial uses can typically be located in areas that also contain some highway-oriented commercial uses, and might benefit from close proximity and better access to their local customer base.

Storage, loading, and work operations should be screened from view along all industrial area boundaries (when adjacent to non-industrial uses) and along all public streets. Such screening shall incorporate features such as trees, plantings and berms.

CONDITIONAL USE REQUIREMENTS:

1. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations, unless specifically exempted by the provisions elsewhere in these regulations. **The proposed use is a kennel and boarding facility for household pets. It complies with the Comprehensive Plan and Future Land Use Map.**
2. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public. **The proposed use will provide a necessary service for residents within the City and surrounding area.**
3. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located. **Being surrounded by a variety of non-residential uses currently, one of which utilizes boarding facilities of house pets and large animals the proposed conditional use should result in no additional hardship to surrounding properties.**
4. The location and size of the conditional use, the nature and intensity of the operation involved or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will not dominate the immediate neighborhood, consideration shall be given to:
    a. The location, nature and height of buildings, structures, walls and fences on the site. **The construction of the new facility must adhere to all Architectural Design Guidelines stated in the Zoning Regulations of the City of Basehor regarding exterior appearance.**
    b. The nature and extent of landscaping and screening on the site. **All required screening shall be in conformance with the Zoning Regulations of the City of Basehor**
    c. The number of employees and traffic generated by the proposed use. **The current traffic will be increased with the approval of the Conditional Use Permit, this impact should be minimal due to the nature of the business, the business is of a pick-up, drop-off type of facility and not continually occupied by multiple patrons.**
    d. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect. **There is an existing gravel parking lot serving this site, but staff**

is recommending that with the construction of the new facility the existing gravel parking area be brought up to current standards, including bituminous surfaces (asphalt and/or concrete or other approved surface).

e. Adequate utility, drainage, and other such necessary facilities have been or will be provided. **Adequate utilities are provided, although with the construction of a new building, the storm water facilities may need to be addressed.**

f. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestions in public streets and alleys. **There is an existing gravel driveway and parking lot serving this site, it is staffs' recommendation that these be brought up to current standards.**

KENNEL AND BOARDING FACILITY SPECIFIC CONDITIONAL USE REQUIREMENTS PER THE ZONING REGULATIONS:

1. The minimum lot size shall not be less than one (1) acre
2. No kennel buildings or runs shall be located nearer than seventy-five (75) feet to any property line
3. All kennel runs or open areas shall be screened around such areas or at the property lines to prevent the distraction or the excitement of the dogs. Such screening shall be either a solid or semi-solid fence or wall at least six (6) feet, but not more that eight (8) feet tall, and having a density of not less than eighty percent (80%) per square foot.

STAFF RECOMMENDATION:

Staff recommends approval of a Conditional Use Permit to allow for Kennel and Boarding Facilities with the following stipulations:

With no primary structure currently located upon the property, a new facility is being proposed and with the property not being platted, staff felt as though this should be treated as a completely new building site and all necessary requirements imposed.

1. **Platting Requirements**-A short-form plat process shall be utilized 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 upon approval.

2. **Park Impact Fee**-per city ordinance applicants for new buildings shall be required to pay a park impact fee (Parkland Fee) on all buildings at time of building permit issuance. This fee shall be $200.00 per individual building.

3. The applicant shall be required to dedicate an additional twenty feet (20') of right of way along Parallel Road for the entirety of the property line for the future widening of said street, on above mentioned plat.

4. Transportation Improvements Impact Fee- per Ordinance 387, a total of $13,163.31 in excise tax shall be paid in full at the time of building permit issuance or prior to issuance.

5. The minimum lot size shall not be less than one (1) acre

6. No kennel buildings or runs shall be located nearer than seventy-five (75) feet to any property line

7. All kennel runs or open areas shall be screened around such areas or at the property lines to prevent the distraction or the excitement of the dogs. Such screening shall be either a solid or semi-solid fence or wall at least six (6) feet, but not more that eight (8) feet tall, and having a density of not less than eighty percent (80%) per square foot.

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.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic: City of Basehor, Benefit District Policy

Action Requested: Consider Resolution 2016-23 establishing a policy for the financing of public improvements through the use of special benefit districts in the City of Basehor.

Narrative: The City recognizes the need to consider the use of benefit district financing to encourage and promote orderly development within the city which will pay for itself.

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

Administration Recommendation: Approve Resolution 2016-23

Committee Recommendation: N/A

Attachments: Resolution 2016-23

Projector needed for this item?

No

RESOLUTION No. 2016-23

A RESOLUTION ESTABLISHING A POLICY FOR THE FINANCING OF PUBLIC IMPROVEMENTS THROUGH THE USE OF SPECIAL BENEFIT DISTRICTS IN THE CITY OF BASEHOR, KANSAS

WHEREAS, the Governing Body of the City of Basehor, Kansas (the "City") is authorized to construct public improvements which confer a special benefit upon real property within a definable area of the City in accordance with K.S.A. 12-6a01 et seq. and within three miles thereof pursuant to K.S.A. 12-693, and to levy special assessments upon the benefitted property to pay all or any part of the cost of making such improvements ("Benefit District Financing"); and

WHEREAS, it is the policy of the City to prudently use its authority to create benefit districts as tools to encourage and promote orderly development within the City which will pay for itself; and

WHEREAS, the City recognizes the need to consider the use of benefit district financing within the context of its capital improvements plan and debt management policy to property manage and account for growth; and

WHEREAS, the City entrusts its City staff to determine conformance with its benefit district policy, the level of completeness of benefit district petitions and to provide recommendations to the Governing Body regarding proposed benefit districts; and

WHEREAS, the use of benefit district financing is discretionary with the City, and the Governing Body is under no obligation to approve any petitioned improvements, nor is it relinquishing its authority to initiate improvements by resolution as may be necessary to promote the general welfare of the community.

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

SECTION ONE: GENERAL POLICIES. The following general policies and practices apply to Benefit District Financing in the City.

A. Scope. Benefit districts shall only be considered for the installation of public improvements owned and maintained by the City, or through interlocal agreements with neighboring political jurisdictions.
B. Creation. Benefit district improvement proceedings may be initiated by action of the Governing Body or in response to a petition in substantially the form of Exhibit A. The Governing Body may initiate the creation of a benefit district for any

improvement authorized by K.S.A. 12-6a01 et seq. (and within three miles thereof pursuant to K.S.A. 12-693), pursuant to the notice and public hearing procedures set forth in K.S.A. 12-6a04. The Governing Body may initiate the creation of a benefit district for sanitary and/or storm water sewer improvements without a petition or notice and public hearing, as further set forth in K.S.A. 12-6a04.

C. Petition Information. Should a benefit district be initiated by petition, all benefit district petitions submitted for consideration shall contain the information required by K.S.A. 12-6a04 or K.S.A. 12-6a19 if applicable.

D. Costs and Methods of Assessment. Benefit district project costs shall include all required reports and studies, preliminary and final engineering, design, land acquisition, construction, inspection, financing, professional analysis and administrative costs. All such costs shall be for construction of improvements of the highest possible development standard. Assessment of all benefit district costs shall occur prior to construction of any benefit district improvements. All petitions for creation of a benefit district must utilize one of the following methods of assessment in accordance with K.S.A. 12-6a08:

    1. Frontage. If the assessments are to be determined by front foot along the improvement, the footage of each lot or parcel must be determined. The total cost to be assessed is then divided by the total footage to fix the amount per foot. This figure times the footage of the lot or parcel determines the assessment on the lot or parcel.
    2. Area. If the assessments are to be determined according to area, the total number of square feet in the benefit district and the number of square feet of each lot and parcel must be determined. The total cost to be assessed divided by the total number of square feet of the district gives the charge per square foot. This amount times the square foot of a lot or parcel gives the assessment to be charged.
    3. Value. If the assessments are to be determined according to appraised value or assessed value, the values of all of the lots and parcels are added to get the total value of property within the benefit district. The total cost to be assessed divided by the total appraised or assessed value of the benefit district gives the amount to be paid per dollar value. This amount multiplied by the appraised or assessed value of each lot or parcel gives the amount of the assessment.
    4. Other Method. If some other method is used, the assessment method must meet the standard of reasonableness. Examples of alternative assessment plans include determining the assessments according to zoning classifications or decreasing the assessment levels on the basis of proximity from the improvement on the theory that the land nearest

to the improvement receives the greatest benefit from the improvement.

The Governing Body is at its sole discretion, upon the recommendation of the City staff, to determine the proper method of assessment for a benefit district improvement.

E. Petitions. The City may facilitate new development by providing for the installation of public improvements upon submission of a valid petition of the property owners which include or acknowledge the following elements:

1. Maximum Cost. Each petition shall include a maximum cost to construct the benefit district improvements. The maximum cost to construct the benefit district improvements specified in the petition and resolution creating the benefit district shall provide that the estimated total costs to be assessed against property owners shall increase at a rate of 1% per month from the date of the petition until construction of the improvements is complete, or twelve (12) months (for a maximum increase of 12%), whichever occurs sooner.
2. Construction Inflation Factor. The total costs of the improvements, including an increase of 1% per month until the estimated construction completion date as set forth in the petition, may be assessed against the property owners prior to construction pursuant to K.S.A. 12-6a09(c).
3. Benefit District Boundaries. Each petition shall have a legal description which includes all property to be assessed the cost to construct the proposed improvements. No lots may be partially included within and partially excluded from a benefit district as described in the petition.
4. Prompt Construction. After a benefit district petition has been approved and a benefit district has been created by resolution of the Governing Body, the City shall proceed promptly to design and construct the project.

F. Delinquent Tax Obligations. Benefit district financing will not be approved if any signator to a petition has a financial interest in an existing development with delinquent tax obligations. All petitioners for new development under this policy will be required to certify, under oath, that they have no financial interest in any property with delinquent special assessments, ad valorem taxes, or other federal or state tax liens anywhere within the state of Kansas.

G. Signatures of Owners. The City desires to create benefit districts which have the signature of 100% of the property owners within a proposed district and are funded 100% at large by the landowners in the proposed district. Pursuant to K.S.A. 12-6a01, the City at-large may, at its sole discretion, pay up to 95% of the benefit district

cost. However, the City will, at its sole discretion, give preference to benefit district projects which are either funded entirely by the benefit district or by no more than 10% from the City at-large, subject to the limitations of the City's debt management policy and availability of funds allocated within the City's annual Capital Improvements Program ("CIP").

H. Benefit Fees.

1. Pursuant to K.S.A. 12-6a19, the Governing Body may require the owners of property, which benefits from an improvement initiated by petition but which was not included within the original improvement district, to pay a benefit fee at the time the owners of such property request, by petition, to be served by such improvement. The benefit fee will be the amount of the assessment, including principal and interest (limited to the term of bond financing for the improvement district), which would have been levied against the property had it been included in the original improvement district. The benefit fee will be due and payable in one lump sum at the time the property begins being served by the improvements.
2. If the costs of the project were originally assessed 100% to the original improvement district, any benefit fees paid shall first be applied to the outstanding balance of bonds financing the improvements and shall result in a commensurate reduction of any remaining assessments to be levied against property originally included in the improvement district. Any benefit fees paid in excess of the outstanding balance of bonds financing the improvements shall be remitted to owners of property within the original improvement district to reimburse such owners for assessments related to the improvements. No benefit fees shall be collected after bonds financing the improvements have been paid in full.
3. If the costs of the project were shared by the original improvement district and the City-at-large, with the City-at-large paying the project costs attributable to the additional property subject to the benefit fee, any benefit fees paid shall be applied to the City general bond and interest fund. Benefit fees financing improvements paid in whole or in part by the City-at-large shall be collected regardless of whether bonds financing the improvements have been paid in full.

I. Donation of Easements and Right-of-Way. Petitions which are submitted with the signature of 100% of the property owners within a proposed district shall provide for all necessary easements and rights of way within the district to be dedicated without cost to the City. Signed right-of-way donations and any necessary easements based upon the preliminary construction plan shall be provided prior to publication of the resolution approving the benefit district. The donation requirement may be waived by the Governing Body. However, if a property owner refuses to donate land for right-of-way, the Governing Body may assess all costs of purchasing right-of-way for that property upon the non-donating property owner pursuant to K.S.A. 12-692.

J. Maximum Term- General Obligation Bonds. Pursuant to K.S.A. 12-6a01 et seq., the Governing Body may authorize the financing of benefit district improvements by the issuance of general obligation bonds to finance benefit district improvements. The general obligation bond term should not exceed ten (10) years. The Governing Body shall review the impact on the debt management policy of each benefit district proposed for consideration.

K. Maximum Term- Special Obligation Bonds. Pursuant to K.S.A. 12-6a01 et seq., the Governing Body may authorize the financing of benefit district improvements by the issuance of special obligation bonds to finance benefit district improvements. The special obligation bond term may extend up to twenty (20) years, but absent special circumstances should not exceed ten (10) years. The Governing Body shall review the financial feasibility of each benefit district proposed to be financed by special obligation bonds.

L. Cost/Benefit Analysis. The Governing Body shall prepare or cause to be prepared a cost/benefit analysis of all benefit districts proposed by petition, which analysis shall be used by the Governing Body in considering the request.

M. Financial Sureties. Any petitioner requesting the creation of a benefit district shall pledge financial commitments guaranteeing payment of assessments levied to pay principal and interest on bonds issued for the benefit district improvements. Financial guarantees shall be in place with the City prior to the construction contract being awarded. Financial guarantees shall equal at least 30% of the estimated costs of the project, except for items i through iii, which would require 20%.

    1. A financial guarantee may consist of :
        - i. Cash
        - ii. Cashier's Check
        - iii. Escrow Account, held in trust for the City's benefit by a financial institution approved by the City in its sole discretion, funded with high quality securities approved at the discretion of the City, where the principal balance along with the project interest is sufficient to satisfy the full amount of the guarantee.
        - iv. Irrevocable letter of credit for up to ten (10) years from a reputable bank, subject to the City's approval.
        - v. Surety bond. Surety bonds will be on a form approved by the City, from a company authorized to sell insurance in the State of Kansas, and have a rating of at least A- (excellent) from A&M Best. Developers will be responsible for costs incurred by the City to verify the rating for the proposed surety provider.

Project costs shall include, but not be limited to, engineering design, construction, inspection, temporary note interest (which will be calculated by the City), and the City's administrative cost in creating and administering the district. In the event that any special assessment is not paid when due, the financial guarantee will be applied by July 1 of each year to satisfy the principal and interest costs and any additional costs, such as penalties, occasioned by delinquent payment of the bonded public improvements.

Upon request of the developer, the financial guarantee shall be released upon the following conditions:

1. Improvements on at least thirty (30%) of the properties (lots) within the benefit district have been completed and issued an occupancy permit; or

2. The appraised value of improvements located within the benefit district is equal to seven (7) times the amount of the special assessments.

The City will approve the release, when the above conditions have been met and proof or evidence has been provided.

N. Submittal Deadline.

1. In accordance with the City's annual Capital Improvements Plan, Comprehensive Plan and Subsection G, above, the deadline to submit all requests for creation of a benefit district and funding of the benefit district improvements by t he City's general obligation temporary notes or bonds is the December 31 of the year preceding the year the project would be funded with the proceeds of temporary notes.
2. Adherence to the deadline set forth in Subsection 1, above, will allow the Governing Body to include benefit district projects in the CIP process and to prioritize benefit district projects based on a combination and variety of factors in order to account for areas of greatest need. These factors may include, but shall not be limited to, the percentage of City cost participation proposed to finance construction of the benefit district improvements, t he physical size of the district, the amount of private investment proposed for and served by the benefit district improvements, the location of the district, the impact on existing infrastructure caused by the district the proposed land use of the development served by benefit district improvements, the degree to which the proposed improvements conform to the City's growth management policies, and whether the proposed improvements are of a community-wide significance.
3. A petition which requests construction of improvements funded 100% by the property owners within a benefit district will be considered and recommended for

approval after the submission deadline identified in Subsection 1, above, if the City determines, at its sole discretion, that it has the capacity to administer the requested benefit district project.

O. Termination. Benefit districts may be terminated by the Governing Body at the Governing Body's sole discretion at any time prior to the issuance of general obligation bonds to permanently finance the project costs. Prior to termination, the Governing Body will endeavor to provide regular mail notice to all property owners within the district proposed to be terminated. The Governing body may consider the following factors when considering whether to terminate a benefit district:

1. If construction of the improvements described in the petition have not begun for at least five (5) years after approval of the petition, and acquisition of all right-of-way and/or easements necessary for construction of the improvements has not been completed within five (5) years of approval of the petition (such delays related to unforeseen event, including, but not limited to, litigation, inflation-related increases in construction costs, and changes in the financial environment such as a recession);
2. If changes in ownership and/or land development patterns in the area have reduced or eliminated the need for the improvements described in the petition; and/or
3. If the City's share of the total costs to construct the improvements in the benefit area have increased over the amount described in the resolution creating the benefit district.

SECTION TWO: COST DISTRIBUTION POLICIES

A. Cost Distribution Policies for Streets.

1. Benefit district financing shall generally be limited to the construction of arterial streets and service streets in commercial and industrial developments.
2. Arterial streets which serve primarily residential development may be initially constructed or improved to City arterial street construction standards through benefit districts so long as the developer petitioning the Governing Body to create a benefit district for such improvements makes the following affirmations in writing:

a. The developer is committed to a high standard of development quality through creation of a specific geographic overlay district that includes defined development standards for lot size, building setbacks, architecture and design, building materials, landscaping and open space preservation that will cause homes to be constructed to meet the targeted threshold sales price level described in Subsection b, below; and

b. The developer will price its lots so that the average home values within the benefit area in excess of one hundred fifteen percent (115%) of the average

sales price of a new single-family home in Leavenworth County (as calculated at the end of the calendar year preceding the date when the benefit district petition is submitted).

3. No benefit district created for the purpose of financing construction of an arterial street may have assessments levied against property in the district in excess of ten (10) years, with a goal of such assessments being levied for shorter periods of time. This maximum assessment term may be extended if the developer demonstrates extraordinary circumstances to the Governing Body which justify a term longer than ten (10) years.
4. The construction costs of service streets, including related drainage facilities, shall be assessed 100% to the property within the benefit district.
5. The City may require costs of all street improvements to be assessed against and paid 100% by the benefit district.
6. Pursuant to K.S.A. 12-6a19, the Governing Body of the City may require the owners of property, which benefits from such improvements but which was not included within the original improvement district, to pay a benefit fee at the time the owners of such property request, by petition, to be served by such improvement.
7. Pursuant to K.S.A. 12-692, all lots or tracts of land abutting upon any existing or proposed street or highway, the owner or owners or predecessors in title to which, have dedicated or conveyed property necessary for the opening, widening or extending of such street or highway, may, at the discretion of the Governing Body, be exempt, in whole or in part from the payment of special assessment to pay the cost of acquiring land necessary for such opening, widening or extension from owners of lots or tracts of land abutting upon such existing or proposed street or highway and failing or refusing to dedicate or convey such property.

B. Cost Distribution Policies for Water Mains.

1. Benefit district financing shall generally be limited to the construction or extension of water mains along arterial streets and service streets within commercial and industrial developments. At the discretion of the Governing Body, water mains along collector or local streets may be improved through benefit districts if they principally serve the Basehor-Linwood School District property or the Governing Body determines that improvement of these mains is in the public interest and such financing is the most feasible alternative.
2. Except as provided in Section One (General Policies) above, benefit districts shall not be used to finance internal water line improvements in residential subdivisions.

3. Water main sizes shall be determined in accordance with the City's technical design criteria for public improvements.
4. Construction costs of all water mains up to and including 12" diameter shall be assessed 100% to the property within the benefit district. However, if water demands caused by the development to be served by the benefit district or unique hydraulic or topographic conditions require construction of a distribution main in excess of 12" to meet building and fire codes, the Governing Body, at its sole discretion, may require all costs of the main in excess of 12" to be assessed and paid 100% by the benefit district.
5. When the City determines that a water transmission main in excess of the size determined in Subsection B. 4., above, is needed to benefit the overall water transmission system, construction costs shall be distributed so that property within the benefit district pays the cost equivalent of the required distribution main and the City-at-large pays the cost differential between the transmission and distribution sized main.
6. Pursuant to K.S.A. 12-527, all costs associated with compensation to a rural water district for the value of all facilities located within the boundary of a benefit district for the value of facilities located within the boundary of a benefit district may be included in the benefit district cost. Any bonds issued which include such costs are taxable under Federal law.
7. Pursuant to K.S.A. 12-6a19, the Governing Body of the City may require owners of property, which benefits from such improvement but which was not included within the original improvement district, to pay a benefit fee at the time the owners of such property request, by petition, to be served by such improvement.

C. Cost Distribution Policies for Sanitary and Storm Sewers.
   1. Benefit district financing shall generally be limited to the construction or extension of main and sub-main districts, as well as lateral sewer districts within commercial and industrial developments. At the discretion of the Governing Body, lateral sewer districts outside of commercial and industrial developments may be improved through benefits districts if the district principally serves Basehor Linwood School District Property or the Governing Body determines that the improvements are in the public interest and such financing is the most feasible alternative.
   2. Except as provided in Section One (General Policies) above, benefit district financing shall not be used to finance lateral sanitary sewer improvements in new residential subdivisions.

3. Sanitary sewer mains shall be sized to carry flows from the ultimate tributary population in accordance with the City's technical design criteria for public improvements. At the discretion of the Governing Body, if improvements are required to downstream receiving sewers, the cost of paralleling or upsizing existing downstream sewer mains may be included in the benefit district.
4. Construction costs of all sanitary sewer improvements shall be assessed 100% to the property within the benefit district.
5. Pursuant to K.S.A. 12-6a19, the Governing Body of the City may require the owners of property, which benefits from such improvements but which was not included within the original improvement district, to pay a benefit fee at the time the owners of such property request, by petition, to be served by such improvement.
6. Pursuant to K.S.A. 12-696, all lots or tracts of land abutting upon or situated upon or situated above any existing or proposed storm sewer or drain, the owner or owners or predecessors in title to which have dedicated or conveyed property necessary for the construction or improvement of such storm sewer or drain, may, at the discretion of the Governing Body of the City, be exempt, in whole or in part, from special assessments made to pay the costs of acquiring land necessary for the construction or improvement of such proposed or existing storm sewer or drain.

D. Cost Distribution Policies for Other Improvements. In addition to the public improvements described above in this Section, the Governing Body may use benefit district financing for other types of public improvements as authorized by law. The Governing Body shall distribute the costs of these improvements to the benefit district in accordance with its determination of the special benefits accruing to the district from the improvement.

SECTION THREE: FEES. The Governing Body may, from time to time, establish fees to recover costs of administering various aspects of a benefit district. These fees shall be identified in the benefit district petition, and may include petition fees, administrative fees, legal fees, project management and inspection fees, engineering fees, and any other fees regarding benefit districts which may be levied under Kansas law. The Governing Body is at its sole discretion to levy these and any other related fees as authorized by the City's Fee Schedule and K.S.A. 12-6a01.

SECTION FOUR: NOTICE. Except in the case of a benefit district petition proposed by a single owner, the Governing Body shall notify all property owners within a proposed benefit district that certain improvements have been proposed, and the date, time and place the Governing Body will consider authorizing said improvements. In the case of improvements proposed by petition, the petitioner shall

provide the City with a current mailing list of property owners within the proposed benefit district, including those not signing the petition.

SECTION FIVE: REALLOCATION OF ASSESSMENTS. Property within in a benefit district may be platted or otherwise split into multiple parcels after a benefit district is created by the Governing Body. In connection with the filing of a plat or other request for a property split, 100% of the property owners subject to the split must file with the City a petition consenting to reallocation of special assessments against such property. The petition must specify the method for reallocation, and the specified method must comply with the resolution of the Governing Body creating the benefit district.

SECTION SIX: AUTHORITY OF GOVERNING BODY. The Governing Body reserves the right to deviate from any policy or practice set forth in this Resolution when it considers such action to be in the best interests of the City.

SECTION SEVEN: SUNSET DATE. Since the necessity to consider creation of benefit districts will change as the City moves closer to full build-out, this polity shall automatically expire on _____unless it is readopted for an additional term. No benefit district petition shall be considered by the Governing Body following such expiration, unless this policy is readopted.

SECTION EIGHT: EFFECTIVE DATE. This Resolution shall take effect on _____, 2016.

ADOPTED by the Governing Body this ____ day of _____, 2016.

EXHIBIT A
Form of Benefit District Petition

PETITION FOR PUBLIC IMPROVEMENTS

TO: The Governing Body of the City of Basehor, Kansas:

1. We, the undersigned, being owners of record of property liable for assessment for the following proposed improvements:

hereby propose that such improvement be made in the manner provided by K.S.A. 12-6a01,et seq.

2. The estimated or probable cost of such improvements is:

_____ ($).

3. The boundary of the proposed improvement district to be assessed as indicated on the attached map depicting the land indicated and described as follows:

4. The proposed method of assessment for the improvements is:

5. The proposed apportionment of costs between the improvement district and the city at large is

_____percent (_____ %) to be assessed against the improvement district and

_____percent (_____ %) to be paid by the city at large.

6. We further propose that such improvement be made without notice and hearing as required by

K.S.A. 12-6a04 (a).

7. Names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the petition, or later than seven (7) days after this petition is filed, whichever occurs first.

8. We hereby agree that all costs incurred for the preparation, administration, engineering fees, etc. shall be assessed against the improvement district and city-at-large based upon the method of assessment and the apportionment of costs described herein regardless of the completion of the construction of the improvement.

9. Petitioners signing for the public improvement hereby agree that if in the event there is property in the improvement district that is outside the corporate limits of the city of Olathe, the owners of such property will petition for annexation prior to the time the governing body of the city of Olathe considers approval of the public improvement.

10. When applicable, any petitioner signing for a public improvement hereby agrees to dedicate or convey the necessary easements to accommodate said improvement.

11. Signed right-of-way donations and any necessary easements based upon the preliminary construction plan shall be provided prior to publication of the resolution approving the benefit district for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large. If a property owner refuses to donate land for right-of-way for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large, the Governing Body will assess all costs of purchasing right-of-way for that property upon the non-donating property owner pursuant to K.S.A. 12-692 and city policy.

12. We further propose that the improvement be assessed prior to construction pursuant to the authority of K.S.A. 12-6a09(c).

13. Petitioners certify that they have no financial interest in any property with delinquent special assessments, ad valorem taxes, or other federal or state tax liens anywhere within the state of Kansas.

CERTIFICATION

STATE OF_____)

) SS:

COUNTY OF _____)

I, _____ , hereby certify that the signatures appearing on the Petition Signature Sheets, consisting of _____ pages, are genuine and the addresses opposite the names are correct.

Subscribed and sworn to before me this _____day of_____ , 20__ .

_____

Notary Public

My commission expires:

_____

CERTIFICATE

STATE OF _____)

) SS:

COUNTY OF _____)

I (we), the undersigned, do hereby certify that I (we) have personally contacted all property owners within the proposed improvement district and have fully explained the project to them, unless otherwise noted below:

PROPERTY OWNERS NOT CONTACTED

NAME & ADDRESS	LEGAL DESCRIPTION	REASON NOT CONTACTED

DATED this day ____of _____, 20__ .

_____

_____

Subscribed to and sworn to before me this __day of _____, 20__.

_____

Notary Public

Owner:_____

_____

Address:_____

_____

Legal description of property owned within improvement
district:_____

_____

_____

Estimated assessable (sq. ft. or f.f.) in district _____

Estimated Assessment Amount
$_____

Date: _____ Signature:_____

Time:_____ Signature:_____

Print Name

****

Owner:_____

_____

Address:_____

_____

Legal description of property owned within improvement
district:_____

_____

_____

Estimated assessable (sq. ft. or f.f.) in district_____

Estimated Assessment Amount
$_____

Date: _____ Signature:_____

Time:_____ Signature:_____

Print Name

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 7

Topic: Interlocal agreement for improvements to Garden Parkway connecting 158th Street and Parallel Parkway.

Action Requested: Consider Resolution 2016-24 authorizing the execution of an Interlocal Agreement between the City of Basehor and Leavenworth County.

Narrative: The City of Basehor wants to enter into an Interlocal Agreement with Leavenworth County, providing for the improvement of Garden Parkway, connecting 158th Street and Parallel Parkway, and identifying each party's responsibilities related to the improvements.

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

Administration Recommendation: Approve Resolution 2016-24

Committee Recommendation: N/A

Attachments: Resolution 2016-24
Interlocal agreement
Engineer's opinion of probable cost (Schlagel & Assoc.)

Projector needed for this item?

No

RESOLUTION NO. 2016-24

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASEHOR AND LEAVENWORTH COUNTY TO PROVIDE FOR THE IMPROVEMENT OF GARDEN PARKWAY CONNECTING 158TH STREET AND PARALLEL PARKWAY

WHEREAS, the City of Basehor, Kansas wishes to enter into an Interlocal Agreement with Leavenworth County, attached hereto as **Exhibit A**, providing for the improvement of Garden Parkway, connecting 158th Street and Parallel Parkway, and identifying each party's responsibilities related to the improvement of Garden Parkway.

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 Interlocal Agreement between the City of Basehor and Leavenworth County, attached as **Exhibit A**.

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

PASSED by the Governing Body this 16th day of November, 2016.

APPROVED by the Mayor this 16th day of November, 2016.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

Exhibit A
Interlocal Agreement

To be attached.

INTERLOCAL AGREEMENT BEWEEN LEAVENWORTH COUNTY, KANSAS, AND THE CITY OF BASEHOR, KANSAS, FOR THE IMPROVEMENT OF GARDEN PARKWAY, CONNECTING 158TH STREET AND PARALLEL PARKWAY

This Agreement, made and entered into this ____ day of _____, 2016, by and between Leavenworth County, Kansas, (hereinafter referred to as the "County") and the City of Basehor, Kansas (hereinafter referred to as the "City"), each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the County and the City are coordinating and assisting in the development of a public street which will be knows as Garden Parkway south of Parallel Parkway and west of 158th Street, as shown on Exhibit A, attached hereto, and hereinafter referred to as the "Project"; and

WHEREAS, Garden Parkway is currently located in the County; and

WHEREAS, the City limits abut the eastern edge of Garden Parkway, as indicated on Exhibit A, attached hereto; and

WHEREAS, the Project will provide connectivity between Parallel Parkway and 158th Street and will facilitate development in the area; and

WHEREAS, the County and the City have determined there is a need to join efforts for the Project and desire to address the issue by combining resources to design, develop and construct Garden Parkway as shown on Exhibit A, attached hereto; and

WHEREAS, the County and the City have determined that the Project is in the best interest of the general public; and

WHEREAS, K.S.A. 12-2908 authorizes the parties to this Agreement to cooperate in undertaking this Project; and

WHEREAS, it has been determined that the Project is to be or has been approved, authorized and budgeted by the governing bodies of the County and the City which budgets shall specifically include the County's and City's financial obligation for this Project within and as a part of such budget; and

WHEREAS, the governing body of the County has authorized the _____ to execute this Agreement by official vote of said body on the _____ day of _____, 20__, with the adoption of _____; and

WHEREAS, the governing body of the City has authorized the Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 20__, with the adoption of Resolution _____; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT. The parties hereto enter into this Agreement for the purpose of undertaking the design, development and construction of the Project south of Parallel Parkway and west of 158th Street within the County, as a budgeted project for each entity. The Project generally entails two phases. Phase One is Project Design and Phase Two is Project Construction. Project Construction may include necessary land or right of way acquisition and construction of Garden Parkway, as shown on Exhibit A, attached hereto, as determined by the City and the County.

2. FUNDING OF THE PROJECT.
   A. The estimated cost of the Project covered by the Agreement is $851,304.00, which includes the following estimated costs:
      1. Phase One- Project Design $233,804.00
      2. Phase Two- Project Construction $617,500.00

   The City shall fund Phase One- Project Design, in the amount of $233,500, pursuant to the terms and conditions of this Agreement. The County shall fund Phase Two- Project Construction, in the amount of $617,500.00, pursuant to the terms and conditions of this Agreement.

   B. If the actual costs of the Project shall exceed the estimated costs as set forth herein, then excessive costs related to Phase One- Project Design shall be funded by the City, and excessive costs related to Phase Two- Project Construction shall be funded by the County.

3. ADMINISTRATION OF THE PROJECT. The Project shall be administered by the City acting by and through _____ who shall be the principal public official designated as Project Administrator. The Project Administrator shall assume the following duties:
   A. Cause the selection of all contractors, the making of all contracts and appropriate change orders, duly authorized and approved, approve and pay bills, and retain any subcontractors necessary to complete the Project in a timely manner.

B. Oversee design of the Project.
C. Supervise construction of the Project.

4. COOPERATION. The parties will consult and cooperate with each other as necessary to accomplish the purpose of this Agreement.

5. RESPONSIBILITIES OF THE COUNTY. The County shall have the following duties and obligations:
   A. The County shall appropriate the necessary funds to pay for Phase Two- Project Construction and timely pay directly to the contractor ongoing expenses related to Phase Two- Project Construction within thirty (30) days after the mailing of an invoice from the contractor identifying such costs of the Project.

6. RESPONSIBILITIES OF THE CITY. The City shall have the following duties and obligations:
   A. The City shall appropriate the necessary funds to pay for its share of the Project costs and expenses.
   B. The City shall be responsible for obtaining any and all necessary land or right of way, and all construction permits, conditional use permits, or other State, Federal or local approvals in a timely manner to facilitate the construction of the Project.
   C. The City shall maintain the road once construction of the Project is complete.

7. DURATION AND TERMINATION OF AGREEMENT. The parties anticipate this Agreement shall remain in place until _____, 20__, and if not previously terminated, the parties may thereafter extend its duration beyond _____, 20__ by written mutual agreement. It is anticipated the Project will be completed by _____, but in case of an unforeseeable delay, the parties agree that the completion date may be extended. If either party desires to terminate this Agreement prior to _____, 20__, they shall give the other party ninety (90) days written notice of such intent.

8. NOTICES. Any notice in connection with this Agreement shall be by writing to the parties at the addresses shown below:

   Notices to the County shall be mailed to:

   County Administrator

   Leavenworth, KS

Notices to the City shall be mailed to:
Lloyd Martley
City Administrator
P.O. Box 406
2620 North 155th Street
Basehor, KS 66007

With a copy to:
Shannon Marcano
City Attorney
315 SE Main Street
Lee's Summit, MO 64063

9. OTHER TERMS. No terms not specifically set out herein, shall affect, modify or add to the terms or obligations contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with duplicate originals on the day and year first above written.

LEAVENWORTH COUNTY, KANSAS

_____

Attest:

_____

CITY OF BASEHOR, KANSAS

_____

Mayor David K. Breuer

Attest:

_____

Katherine M. Renn, City Clerk

EXHIBIT A

Site Plan for Garden Parkway

SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

GARDEN PARKWAY EXTENSION
(Approx. 1400 L.F.)
ENGINEER'S OPINION OF PROBABLE COST

October 17, 2016

STORM SEWERS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	18" PEP	100.0	L.F.	45.00	$4,500.00
2	24" PEP	1,100.0	L.F.	65.00	$71,500.00
3	24" End Section	1.0	EA.	1,500.00	$1,500.00
4	Curb Inlets	6.0	EA.	5,000.00	$30,000.00
5	Rip-Rap (Grouted Stone)	50.0	S.Y.	75.00	$3,750.00
6	Erosion Control	1.0	L.S.	12,000.00	$12,000.00
				SUBTOTAL	**$123,250.00**

STREET CONSTRUCTION (40' BACK OF CURB TO BACK OF CURB)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Grading	11,500.0	C.Y.	$5.00	$57,500.00
2	Fine Grading	9,500.0	S.Y.	$3.00	$28,500.00
3	Fly-Ash Stabilization	6,800.0	S.Y.	$5.00	$34,000.00
4	Curb and Gutter	2,900.0	L.F.	$20.00	$58,000.00
5	9" Asphalt	5,800.0	S.Y.	$35.00	$203,000.00
6	Seeding/Mulching	3.5	Acres	$2,500.00	$8,750.00
7	6' Sidewalks (one side)	1,400.0	L.F.	$32.50	$45,500.00
8	Signage	1.0	L.S.	$1,000.00	$1,000.00
9	Traffic Control	1.0	L.S.	$1,500.00	$1,500.00
10	Soils Testing	1.0	L.S.	$1,500.00	$1,500.00
11	Striping	1.0	L.S.	$5,000.00	$5,000.00
12	Street lighting	10.0	EA.	$5,000.00	$50,000.00
				SUBTOTAL	**$494,250.00**

14920 W. 107th STREET, LENEXA, KANSAS 66215
Phone (913) 492-5158 or FAX (913) 492-8400

SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

MISCELLANEOUS (City of Basehor)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Engineering	1.0	L.S.	$43,560.00	$48,556.00
2	Construction Staking (estimated)	1.0	L.S.	$10,500.00	$10,500.00
3	Construction Engineering	1.0	L.S.	$28,998.00	$28,998.00
4	Miscellaneous Printing Expenses	1.0	L.S.	$750.00	$750.00
5	8" Waterline Relocation	1,400.0	L.F.	$50.00	$70,000.00
6	4" Gas Main Relocation	1,400.0	L.F.	$25.00	$35,000.00
7.5	5% Contingency	1	L.S.	$40,000.00	$40,000.00
				SUBTOTAL	**$233,804.00**

TOTAL **$851,304.00**

Disclaimers:

1 Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the Engineer's Opinion of Probable Cost and schedule prepared by Engineer.

2 The Engineer's Opinion of Probable Cost is based upon reasonable assumptions from a conceptual plan.

3 The format of this document may not be the same as the final format used to obtain competitive bids.

4 Any use of this document other than for preliminary cost analysis is not recommended.

14920 W. 107th STREET, LENEXA, KANSAS 66215
Phone (913) 492-5158 or FAX (913) 492-8400