AGENDA
BASEHOR CITY COUNCIL
November 16, 2016 - 7:00 p.m.
Basehor City Hall

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

2. **Call to Public**

Members of the public are welcome to use this time to comment about any matter relating to City business that is listed on this Agenda. The comments that are discussed under "Call to Public" may or may not be acted upon by the Council during this meeting. There is a five-minute time limit. (Please wait to be recognized by the Mayor then proceed to the podium; state your name and address).

3. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
   - **a.** City Council Minutes
   - **b.** Treasurer's Report
   - **c.** LCDC Economic Support
   - **d.** Mize Houser Audit Agreement – Resolution 2016-21
   - **e.** Mass Mutual 401 (a) Amendment – Resolution 2016-22
   - **f.** Zoning Regulation Amendment – Ordinance No. 683

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

New Business

5. **Conditional Use Permit – Ordinance No. 684**
6. **Garden Parkway Improvement Inter-local Agreement – Resolution 2016-24**
7. **Madl Petition to Annex – Resolution 2016-25**
8. **Kansas Property Mgt. Co. Petition to Annex – Resolution 2016-26**
9. **City Administrator's Report**
10. **Council Members Report**
11. **Mayor's Report**
12. **Executive Session** *(if needed)*
13. **Adjournment**

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

Minutes
Basehor City Council Meeting
Basehor City Hall, October 19, 2016

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

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

Council Members present: David K. Breuer, Travis Miles, Vernon Fields, Rae Anderson Nicholson, and *Ty Garver arrived at 7:10 p.m.* Absent: Dick Drennon

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

2. **Call to Public** - *None at this time*

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

   a. City Council Minutes
   b. Treasurer's Report
   c. Extension of Agreement with Donelson Construction, Co. LLC-Resolution 2016-20

Councilwoman Nicholson moved to approve the consent agenda stating that within resolution 2016-20 that exhibit A is removed and approving the resolution only and Councilman Fields seconded. The motion passed unanimously, 3-0.

4. **Unfinished Business** – *None at this time*

New Business

5. **City Administrator's Report**

Mr. Martley made a few announcements:

- The monthly treasure report snapshot given in council packets will have an adjustment made to the sewer fund line item regarding the budget/revenues after speaking with the finance director, Ben Hart and treasurer, Kristi Olson.
- Advised Council on looking at other firms in regards to holding the annual audit. He explained about one firm Dana F. Cole & Company, LLP out of Nebraska and what the

differences may be compared to Mize Houser. They were only firm to be competitively close in price compared to Mize Houser but required a three year minimum agreement and asked what direction the Council would like to go.

- Gave an update regarding the LCDC funding request.
- No response from Brothers Market since the special meeting, but would be reaching out to Jay De Vries to see if any new developments have happened since the meeting.
- In an email from Jim Hubble from MARC explained that KDOT has indicated support for changing the functional classification of 158th from US-24/40 to Parallel Street to a minor collector in Basehor. The next step in the process is to recommend the change for approval by the MARC Highway Committee in November. The whole process should be completed by the end of January 2017.
- Staff would be bringing employee evaluations to Mr. Martley by the end of November for the annual reviews.
- Few complaints came in regarding the mortars going off at the high school football games and was explained that the school district will be looking into making changes for the future.
- LCDC will be holding a VIP event on November 4, 2016 at Falcon Lakes Clubhouse from 5-8:00 p.m.
- Lastly the crosswalk lights at Pin Oak and Poplar, the staff is recommending that those set of lights be moved to the crosswalk located in front of the Dollar General store on 155th where it can be more utilized. This will not take away any safety concerns away from the Pin Oak and Poplar location due to lack of activity at that location and utilizing where it is being more frequented by children and saving the City the cost of purchasing a new one for twenty-five thousand dollars.

6. Council Members Report

Vernon Fields – Mr. Fields mentioned that the MARC workshop meeting on planning and zoning in regards to streets on October 26, 2016, that if anyone would like to meet up ahead of time and caravan to the meeting together to let him know. Also, he mentioned with Halloween coming up to be careful out there and watchful of the young children that may be out trick or treating.

7. Mayor's Report

Mayor Breuer gave an update that he would be speaking with one of the Brothers grocery store representatives and said they would be conducting a market study. Also he gave an update on the Garden Parkway extension.

Mayor Breuer also acknowledged the young boy scout, Ryan Auten from 601 154th Place, Basehor in the audience who was earning a merit badge by attending a city council meeting.

8. Executive Session - *None at this time*

9. Adjournment

Councilman Fields moved to adjourn regular meeting at 7:51 p.m. and Councilman Miles seconded. Motion passed unanimously, 4-0.

David K. Breuer, Mayor

Attest:

Katherine M. Renn, City Clerk

CITY OF BASEHOR
OCTOBER 2016 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized	
General	$2,912,231	$2,150,905	$1,454,282	50%	1
Special Park	$88,000	$39,512	$23,112	26%	4
Sewer	$1,794,456	$1,518,669 (1)	$535,506 (1)	30%	5
Cedar Lake Maintenance	$40,000	$40,080	$13,361	33%	7
Bond & Interest	$866,112	$719,822	$786,218	91%	8
Solid Waste	$322,275	$288,502	$255,101	79%	9
Special Highway	$1,175,000	$706,883	$417,603	36%	10
Municipal Equipment Reserve	$175,000	$495	$82,244	47%	11
Capital Improvement	$966,466	$202,832	$973,329	101%	12
Employee Benefit	$618,804	$459,184	$465,506	75%	20
LCSD#3	$33,000	$33,096	$22,327	68%	21

Department

General	Budget	Expenditures	Remaining Balance	% Utilized	
Clerk	$378,219	$255,357	$122,862	68%	1
Street	$237,316	$133,202	$104,114	56%	2
Governing Body	$537,800	$62,132	$475,668	12%	3
Police	$924,651	$671,313	$253,338	73%	4
Facilities	$146,913	$94,721	$52,192	64%	5
Administrator	$249,506	$30,260	$219,246	12%	6
Park & Recreation	$74,942	$46,981	$27,961	63%	8
Miscellaneous	$162,700	$38,250	$124,450	24%	11
HR	$27,600	$13,246	$14,354	48%	12
Planning	$172,584	$108,818	$63,766	63%	17

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

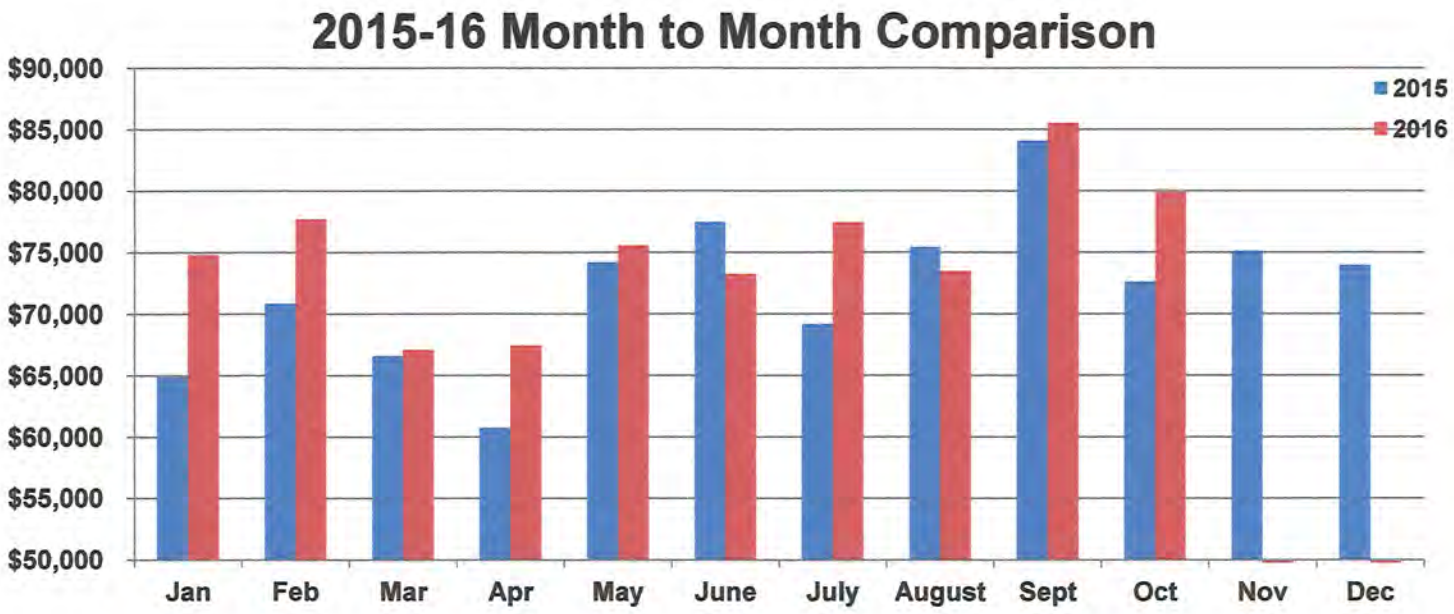
(1) The revenue and expense totals do not reflect refunding transactions associated with the KDHE bonds.

MONTHLY SALES TAX COLLECTIONS 2012-2016

	2012	2013	2014	2015	2016	Monthly Diff. '15 - '16	% Difference	2015 YTD	2016 YTD	Diff. '15 -'16	% Difference
Jan	57,962.61	55,854.63	57,521.05	64,945.65	74,803.28	9,857.63	13.2%	64,945.65	74,803.28	9,857.63	13.2%
Feb	48,668.43	50,846.50	61,331.66	70,869.41	77,689.41	6,820.00	8.8%	135,815.06	152,492.69	16,677.63	10.9%
Mar	51,596.39	50,846.50	54,298.46	66,612.89	67,094.24	481.35	0.7%	202,427.95	219,586.93	17,158.98	7.8%
Apr	42,372.82	48,009.19	59,434.83	60,756.14	67,477.32	6,721.18	10.0%	263,184.09	287,064.25	23,880.16	8.3%
May	50,639.59	53,986.75	59,679.42	74,209.84	75,539.09	1,329.25	1.8%	337,393.93	362,603.34	25,209.41	7.0%
June	55,921.34	60,215.87	66,757.64	77,452.56	73,252.24	(4,200.32)	-5.7%	414,846.49	435,855.58	21,009.09	4.8%
July	49,304.00	56,140.33	66,800.72	69,216.07	77,432.96	8,216.89	10.6%	484,062.56	513,288.54	29,225.98	5.7%
Aug	55,484.63	60,644.35	63,635.42	75,424.27	73,491.42	(1,932.85)	-2.6%	559,486.83	586,779.96	27,293.13	4.7%
Sept	62,953.65	59,886.19	67,381.62	84,096.74	85,507.78	1,411.04	1.7%	643,583.57	672,287.74	28,704.17	4.3%
Oct	57,986.12	59,634.13	75,075.03	72,635.93	79,944.75	7,308.82	9.1%	716,219.50	752,232.49	36,012.99	4.8%
Nov	59,821.88	58,067.36	69,812.32	75,123.36				791,342.86			
Dec	49,586.00	58,821.13	67,635.00	73,979.24				865,322.10			
	642,297.46	672,952.93	769,363.17	865,322.10	752,232.49						

2016 TDD $27,211.11

2015 TDD $31,717.59



SOLID WASTE FUND HIGHLIGHTS

For the Month of October 2016

MONTH	2015 SOLID WASTE COUNT	2016 SOLID WASTE COUNT	% DIFFERENCE
January	1,847	1,973	6.39%
February	1,852	1,989	6.89%
March	1,866	1,995	6.47%
April	1,891	2,017	6.25%
May	1,911	2,031	5.91%
June	1,926	2,054	6.23%
July	1,932	2,065	6.44%
August	1,946	2,078	6.35%
September	1,953	2,081	6.15%
October	1,954	2,088	6.42%
November	1961		
December	1969		
AVERAGE	1,917	2,037	6.35%

MONTH	2015 SOLID WASTE BILLED	2016 SOLID WASTE BILLED	% DIFFERENCE
January	$25,963.34	$27,792.02	6.58%
February	$26,060.62	$27,985.20	6.88%
March	$26,221.64	$28,082.41	6.63%
April	$26,404.12	$28,314.15	6.75%
May	$26,756.19	$28,534.39	6.23%
June	$26,956.84	$28,775.51	6.32%
July	$27,320.41	$28,888.31	5.43%
August	$27,233.52	$29,110.07	6.45%
September	$27,376.36	$29,175.34	6.17%
October	$27,514.14	$29,281.59	6.04%
November	$27,701.83		
December	$27,751.72		
TOTAL	$323,260.73	$285,938.99	

MONTH	2015 AVERAGE BILL	2016 AVERAGE BILL	% DIFFERENCE
January	$14.06	$14.09	0.21%
February	$14.07	$14.07	0.00%
March	$14.05	$14.08	0.21%
April	$13.96	$14.04	0.57%
May	$14.00	$14.04	0.28%
June	$14.00	$14.01	0.07%
July	$14.14	$13.99	-1.07%
August	$13.99	$14.01	0.14%
September	$14.02	$14.02	0.00%
October	$14.08	$14.02	-0.43%
November	$14.13		
December	$14.09		
AVERAGE	$14.05	$14.04	-0.09%

SEWER FUND HIGHLIGHTS

For the Month of October 2016

MONTH	2015 SWR COUNT	2016 SWR COUNT	% DIFFERENCE
January	1960	2077	5.63%
February	1960	2085	6.00%
March	1971	2090	5.69%
April	1997	2107	5.22%
May	2017	2121	4.90%
June	2032	2143	5.18%
July	2037	2151	5.30%
August	2055	2165	5.08%
September	2065	2165	4.62%
October	2057	2174	5.38%
November	2065		
December	2073		
AVERAGE	2024	2128	

MONTH	2015 SWR BILLED	2016 SWR BILLED	% DIFFERENCE
January	$98,315.70	$103,888.24	5.67%
February	$99,121.87	$106,054.34	6.99%
March	$98,797.47	$104,234.00	5.50%
April	$98,845.10	$105,982.42	7.22%
May	$102,569.87	$109,140.33	6.41%
June	$103,045.89	$113,071.49	9.73%
July	$102,504.86	$115,623.70	12.80%
August	$103,973.82	$115,046.80	10.65%
September	$104,665.79	$114,661.89	9.55%
October	$105,097.52	$114,201.46	8.66%
November	$104,622.86		
December	$103,882.70		
TOTAL	$1,225,443.45	$1,101,904.67	

MONTH	2015 AVERAGE SWR BILL	2016 AVERAGE SWR BILL	% DIFFERENCE
January	$50.16	$50.02	-0.28%
February	$50.57	$50.87	0.59%
March	$50.13	$49.87	-0.52%
April	$49.50	$50.30	1.62%
May	$50.85	$51.46	1.19%
June	$50.71	$52.76	4.04%
July	$50.32	$53.75	6.82%
August	$50.60	$53.14	5.02%
September	$50.69	$52.96	4.48%
October	$51.09	$52.53	2.82%
November	$50.66		
December	$50.11		
AVERAGE	$50.45	$51.77	2.61%

10/14/2016 CHECK REGISTER FOR CITY OF BASEHOR
CHECK DATE FROM 10/08/2016 - 10/14/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
10/14/2016	1	1245(E)	COMMERCE	CITYWIDE PURCHASING CARD CHARGES/SEPT	35,945.43
10/14/2016	1	1246(E)	ETS	CITYWIDE CREDIT CARD FEES	66.14
10/14/2016	1	1247(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
10/14/2016	1	1248(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	6,235.07
10/14/2016	1	1249(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	4,422.92
10/14/2016	1	23599	ANDREW & LISA ADAIR	YOUTH SPORTS REBATE	127.50
10/14/2016	1	23600	AMERICAN SECURITY CONTRACTORS LLC	MONITOR SVC/FOD,CONCESS STANDS/JUL-DEC	522.00
10/14/2016	1	23601	SHERI AUTEN	YOUTH SPORTS REBATE X 2	127.50
10/14/2016	1	23602	MADDIE BACON	YOUTH SPORTS REBATE	50.00
10/14/2016	1	23603	MICHAEL & TAMMY BALLARD	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23604	JASON & MEGHAN BROWN	YOUTH SPORTS REBATE	127.50
10/14/2016	1	23605	DUSTIN L DARTING	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23606	SANDY DOERING	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23607	MICHAEL & SHELLY ESSARY	YOUTH SPORTS REBATE	50.00
10/14/2016	1	23608	TERRY & TRACI GALL	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23609	HEATHER INICH	YOUTH SPORTS REBATE	27.50
10/14/2016	1	23610	INTL INST OF MUN CLERKS	MBRSHP RENEW/K RENN, K OLSON	260.00
10/14/2016	1	23611	JARED JACKSON	YOUTH SPORTS REBATE X2	100.00
10/14/2016	1	23612	JANELL BARKER	YOUTH SPORTS REBATE	35.00
10/14/2016	1	23613	ADAM & LISA KELLER	YOUTH SPORTS REBATE	50.00
10/14/2016	1	23614	CRISSY KUHLMANN	YOUTH SPORTS REBATE	22.50
10/14/2016	1	23615	LAWRENCE HUMANE SOCIETY, INC.	TRANSFER OF TWO CATS	80.00
10/14/2016	1	23616	LEAVENWORTH COUNTY SHERIFF	BOARD BILL SEPTEMBER 2016	330.00
10/14/2016	1	23617	LINDSAY OLBERDING	YOUTH SPORTS REBATE	50.00
10/14/2016	1	23618	JOE & HEIDI PATE	YOUTH SPORTS REBATE X2	55.00
10/14/2016	1	23619	REGISTER OF DEEDS	MONTHLY LAREDO USE/SEPT 2016	60.00
10/14/2016	1	23620	ERIC & KIMBERLY SCOTT	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23621	CRAIG & MINDY SILER	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23622	STEVE WILSON	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23623	CARRY & JAMIE SUCHY	YOUTH SPORTS REBATE	50.00
10/14/2016	1	23624	KURT & AMY TORKELSON	YOUTH SPORTS REBATE	77.50
10/14/2016	1	23625	LAUREN WEBER	YOUTH SPORTS REBATE	27.50

1 TOTALS:

Total of 32 Checks:	49,642.33
Less 0 Void Checks:	0.00
Total of 32 Disbursements:	49,642.33

**(E)=EFT Checks-Online Payments

10-14-16
Lloyd Martley
City Administrator

Katherine M. Renn 10-14-16
Katherine Renn
City Clerk

Kristi Olson 10/14/16
Kristi Olson
City Treasurer

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
10/21/2016	1	23626	TRACY ANDERSON	YOUTH SPORTS REBATE	27.50
10/21/2016	1	23627	BARCO MUNICIPAL PRODUCTS INC	PWD MAINT SUPPLIES	589.80
10/21/2016	1	23628	BETH LACY	YOUTH SPORTS REBATE	27.50
10/21/2016	1	23629	FORENSIC PSYCHOLOGY ASSOCIATES	PRE EMPLOY EVAL/POLICE	900.00
10/21/2016	1	23630	HICKMAN ENVIRONMENTAL SERIVCES	SVC CALL/150TH ST PUMP STATION/BAD RELAY	400.00
10/21/2016	1	23631	INTERSTATE ALL BATTERY CENTER	BATTERIES/WWTF SUPPLIES	163.80
10/21/2016	1	23632	CHERIE KIERNAN	YOUTH SPORTS REBATE	50.00
10/21/2016	1	23633	LEAVENWORTH ASPHALT MATERIAL	HOT MIX ASPHALT/STREET REPAIRS	64.54
10/21/2016	1	23634	MARK LEE	YOUTH SPORTS REBATE	77.50
10/21/2016	1	23635	LV COUNTY PORT AUTHORITY	BOARD MTG LUNCH/FIELDS, GALLION	20.00
10/21/2016	1	23636	AARON MARMON	YOUTH SPORTS REBATE X2	50.00
10/21/2016	1	23637	MCAFEE HENDERSON SOLUTIONS	CONST DRAW/BASEHOR DRAINAGE STUDY	25,820.45
10/21/2016	1	23638	DARRIN ORTON	YOUTH SPORTS REBATE X5	267.50
10/21/2016	1	23639	SPECTRA	AIR GRINDER CARBIDE SET/BLUE QUICKSLDE	214.50
10/21/2016	1	23640	WALLIS LUBRICANT, LLC	WWTF EQUIP MAINT	357.97

1 TOTALS:

Total of 15 Checks:	29,031.06
Less 0 Void Checks:	0.00
Total of 15 Disbursements:	29,031.06

10-26-16
Lloyd Martley
City Administrator

Katherine M. Renn 10-21-16
Katherine Renn
City Clerk

Kristi Olson 10/21/16
Kristi Olson
City Treasurer

10/28/2016 CHECK REGISTER FOR CITY OF BASEHOR

CHECK DATE FROM 10/22/2016 - 10/28/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
10/28/2016	1	1250(E)	AFLAC	EMP CAFETERIA PLAN/OCT	1,223.16
10/28/2016	1	1251(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
10/28/2016	1	1252(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	6,420.13
10/28/2016	1	1253(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	4,216.54
10/28/2016	1	1254(E)	WESTAR ENERGY	MONTHLY ELECTRIC USAGE	11,915.89
10/28/2016	1	1255(E)	WRIGHT EXPRESS	CITY FLEET FUEL CHGS/SEPT	1,523.54
10/28/2016	1	23641-23659	Void Reason: Voided Check Range Void Utility	PRINTER PROBLEMS	0.00
		23660-23678	Void Reason: Voided Check Range Void Utility	PRINTER PROBLEMS	0.00
10/28/2016	1	23679	BASEHOR AWARDS & TROPHIES	DOOR NAME PLATE	8.75
10/28/2016	1	23680	DAVE'S PLUS CONSTRUCTION LLC	REPAIR/PAVE WELLINGTON PLACE	900.00
10/28/2016	1	23681	MARK & SUE HOWARD	YOUTH SPORTS REBATE	77.50
10/28/2016	1	23682	ZACH & MELISSA JOHNSON	YOUTH SPORTS REBATE	27.50
10/28/2016	1	23683	LCDC	BOARD MTG 10-13/FIELDS,GALLION,QUINN	30.00
10/28/2016	1	23684	LEAVENWORTH ASPHALT MATERIAL	HOT MIX ASPHALT/STREET REPAIRS	410.68
10/28/2016	1	23685	LEAVENWORTH JUSTICE CENTER	TRANSFER CASH BOND	2,000.00
10/28/2016	1	23686	LEAVENWORTH JUSTICE CENTER	TRANSFER CASH BOND	750.00
10/28/2016	1	23687	LEAVENWORTH JUSTICE CENTER	TRANSFER CASH BOND	500.00
10/28/2016	1	23688	MUNICIPAL CODE CORPORATION	SUPPLEMENT #6/20 COPIES	610.58
10/28/2016	1	23689	FRANK PFLUMM	REIMBURSEMENT FOR PATROL EQUIPMENT	17.26
10/28/2016	1	23690	WILLIAM E PRAY	MUNICIPAL JUDGE SERVICES	500.00
10/28/2016	1	23691	SIFUENTES-FUTRELL,CHRISTINE	UB refund for account: 1526	327.22
10/28/2016	1	23692	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY SERVICES	500.00
10/28/2016	1	23693	SPECTRA	LIFT STATIONS MAINT SUPPLIES	3,154.12
10/28/2016	1	23694	KIANN SPRADLIN	CITY PROSECUTOR SERVICES	700.00
10/28/2016	1	23695	STEPHEN R MARSDEN	JANITORIAL SERVICES/OCT	387.00
10/28/2016	1	23696	TASER INTERNATIONAL	TASER EQUIPMENT	69.37
10/28/2016	1	23697	TRAINING AT YOUR PLACE	COURT PROGRAM UPDATING	47.50
1 TOTALS:					36,517.51
Total of 25 Disbursements:					
**(E)=EFT Checks-Online Payments					

10-31-16
Lloyd Martley
City Administrator

Katherine M Renn 10-28-16
Katherine Renn
City Clerk

Kristi Olson 10/28/16
Kristi Olson
City Treasurer

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item C

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

---

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

Consent Agenda Item D

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

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.

www.mizehouser.com ■ mhco@mizehouser.com
534 S Kansas Ave, Suite 700 ■ Topeka, KS 66603-3465 ■ 785.233.0536 p ■ 785.233.1078 f
534 S Kansas Ave, Suite 400 ■ Topeka, KS 66603-3454 ■ 785.234.5573 p ■ 785.234.1037 f
7101 College Blvd, Suite 900 ■ Overland Park, KS 66210-1984 ■ 913.451.1882 p ■ 913.451.2211 f
211 E Eighth Suite A■ Lawrence, KS 66044-2771 ■ 785.842.8844 p ■ 785.842.9049 f

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 _____

RESPONSE:

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

By:_____

Title:_____

Date:_____

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item E

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; and

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

Consent Agenda Item F

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, the Basehor Zoning Ordinance provides that conditional use permits shall be valid for a period not more than five (5) years and the rights granted in such conditional use permit shall extend to the owner or his agent or licensee of said owner requesting such permit and shall not run with the land; 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. The conditional use permit shall expire five (5) years from the effective date of this ordinance.

8. The rights granted in the conditional use permit shall extend to the owner or his agent or licensee of said owner requesting such permit and shall not run with the land.

9. In addition to the stipulations listed in this report, the 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.

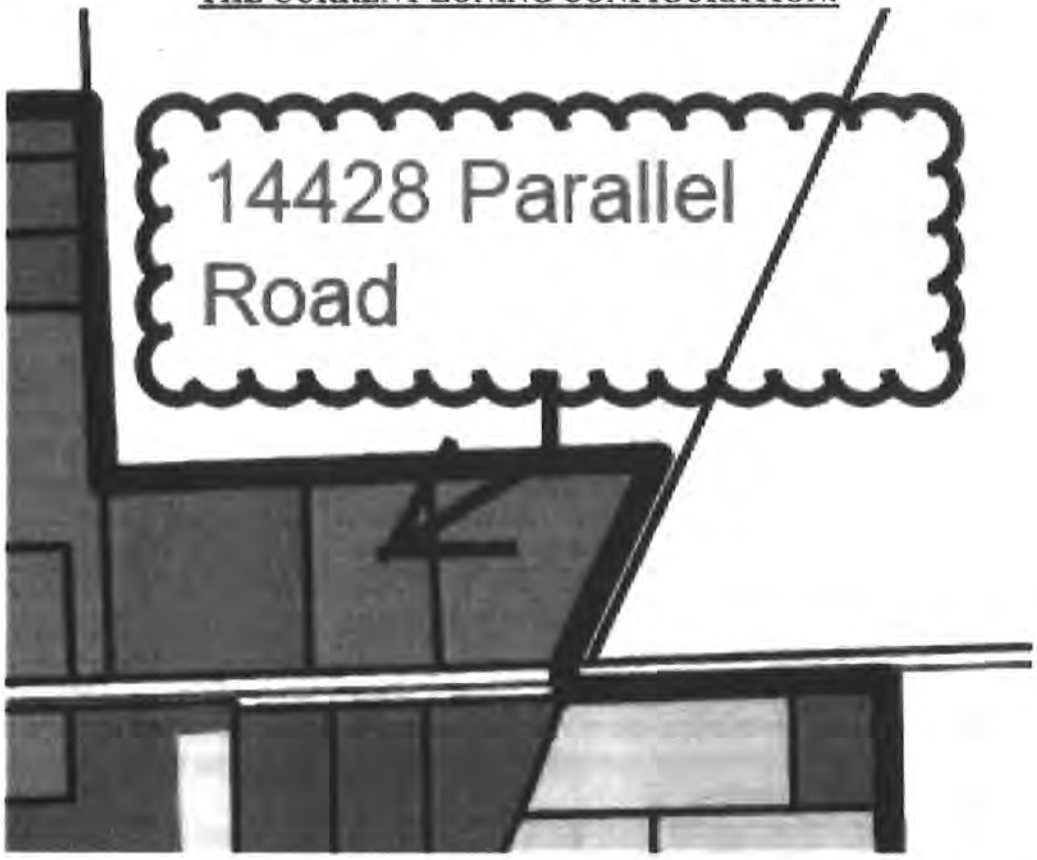
SURROUNDING ZONING/CHARACTER OF NEIGHBORHOOD:

- 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: 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 $233,804.00, 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 Gene Myracle, 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 shall timely reimburse the City for the costs of Phase Two- Project Construction within thirty (30) days after the mailing of an invoice from the City identifying such costs of the Project and certifying that the Project has been completed.

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 the entire Project cost and expense, and shall timely pay directly to the contractor all ongoing expenses and costs associated with Phase One- Project Design and Phase Two- Project Construction, subject to the County's reimbursement of Phase Two- Project Construction expenses and costs once the Project has been completed.
   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

300 Walnut
Leavenworth, KS 66048

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	CITY OF BASEHOR, KANSAS
_____	_____
	Mayor David K. Breuer
Attest:	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% 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

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 7

Topic: Voluntary Annexation of land pursuant to K.S.A. Supp. 12-520c

Action Requested: Approve Resolution 2016-25 requesting the board of county commissioners of Leavenworth County to make findings regarding the annexation of property

Narrative: Duayne Madl owns a 0.2497 tract of land in the Falcon Lakes Subdivision (exhibit A & B) and he has petitioned the Governing Body of the City of Basehor to voluntarily annex this land into the city limits.

Presented by: Mark Lee, Planning and Zoning Director
Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: Approve Resolution 2016-25

Committee Recommendation: N/A

Attachments:
Petition and Consent to annex
Land description (exhibit A)
Madl property map (exhibit B)
Resolution 2016-25

Projector needed for this item?

No

RESOLUTION NO. 2016-25

A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

WHEREAS, a Petition and Consent to Annexation (attached as Exhibit A) for the tract of land legally described as part of the Petition and Consent (the "Land") and as shown on Exhibit B, was filed with the Governing Body of the City of Basehor, Kansas by the record title owners of the Land; and

WHEREAS, the Land does not adjoin any boundary of the City of Basehor as required pursuant to K.S.A. 12-520(a)(3) because it only adjoins land that was annexed into the City pursuant to K.S.A. 12-520c; and

WHEREAS, K.S.A. 12-520c outlines conditions for annexation of land not adjoining the city, including:
(1) the land is located within the same county as such city;
(2) the owner or owners of the land petition for or consent in writing to the annexation of such land; and
(3) the board of county commissioners of the county by 2/3 vote find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within such county; and

WHEREAS, the land is located within Leavenworth County, Kansas, and the owner of the land has petitioned and consented in writing to the annexation of the Land, thereby satisfying the first two conditions outlined in K.S.A. 12-520c; and

WHEREAS, the third condition outlined in K.S.A. 12-520c requires, prior to annexation of land by the Governing Body by ordinance, the Leavenworth County, Kansas, Board of County Commissioners to find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within such county.

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

Section 1. That the Governing Body of the City of Basehor, Kansas, finds that a Petition and Consent to Annexation (attached as Exhibit A) of the Land, legally described as a part of Exhibit A and as shown on Exhibit B, which does not adjoin any boundary of the City of Basehor, and is located within the boundaries of Leavenworth County, Kansas has been presented to it.

Section 2. That the Governing Body of the City of Basehor, Kansas, finds that such annexation, at the request of the property owner, is advisable, desirable, beneficial, and in the interest of the public.

Section 3. That the City of Basehor, Kansas, hereby respectfully requests that the Board of County Commissioners of Leavenworth County, Kansas, by 2/3 vote find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Leavenworth County, Kansas, all as provided in K.S.A. 12-520c.

Section 4. 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

Petition and Consent to Annexation

EXHIBIT B

Sketch of the Land to be Annexed

PETITION AND CONSENT TO ANNEXATION INTO THE CITY OF BASEHOR, KANSAS

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

The undersigned owner of record of the following described tract of real property hereby petitions the Governing Body of the City of Basehor, Kansas (the "City") to annex such land to the City pursuant to K.S.A Supp. 12-520c. The land to be annexed is legally described in Exhibit A, which is attached to this petition and incorporated by reference as if fully set forth herein.

The undersigned further warrants and guarantees that they are the only owners of record of the tract of property described in Exhibit A.

The undersigned owner of record of the following described tract of real property hereby consents to the Governing Body of the City of Basehor, Kansas annexing such land to the City pursuant to K.S.A. Supp. 12-520c.

Property Owner of Record: Duayne Madl

Property Owner signature: Duayne Madl

Address of Owner: 350 East Kaw Lane, Lake Quivira, Kansas, 66217

State of Kansas)
County of Leavenworth)

The foregoing petition and consent to annexation was acknowledged before me this 7 day of November, 2016, by Duayne Madl (if applicable)

and I affixed my official seal on the day and year last above written..

Notary Public

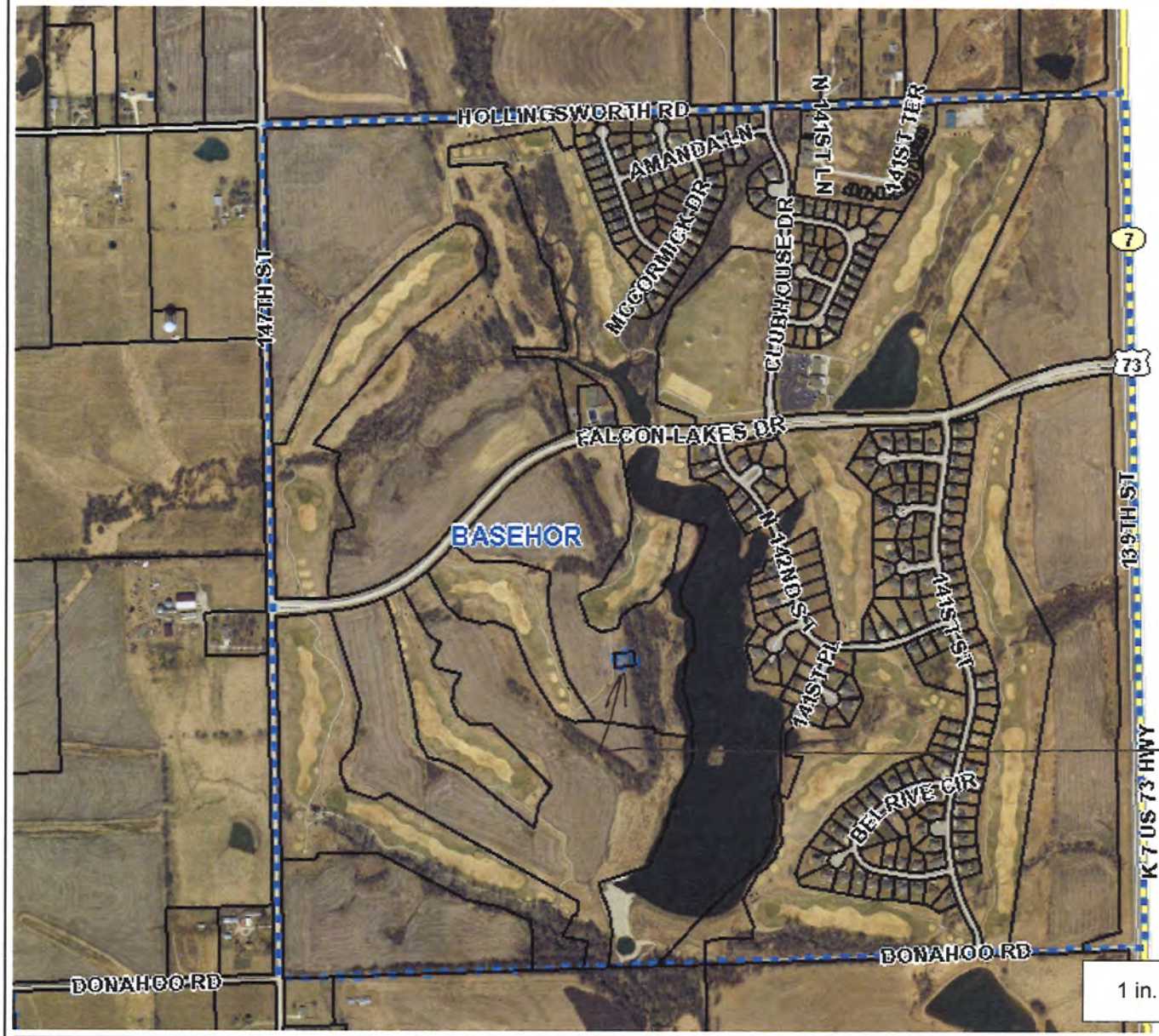
Date: 11/7/2016

JACOB NEMECHEK
Notary Public
State of Kansas
My Commission Expires 4-17-17

EXHIBIT A

Commencing at the Southwest corner of the Southwest One-Quarter of Section 24, Township 10 South, Range 22 East; thence South 89 degrees 52 minutes 27 seconds East (Deeded North 89 degrees 54 minutes 38 seconds East), along the South line of the said Southwest One-Quarter, a distance of 2138.76 feet to a point; thence North 00 degrees 07 minutes 33 seconds East (Deeded North 00 degrees 05 minutes 22 seconds West) a distance of 1851.62 feet to a point, said point being the POINT OF BEGINNING; thence North 03 degrees 05 minutes 01 seconds West (Deeded North 03 degrees 17 minutes 56 seconds West) a distance of 89.52 feet to a point; thence North 86 degrees 54 minutes 59 seconds East (Deeded North 86 degrees 42 minutes 04 seconds East) a distance of 124.68 feet to a point; thence South 04 degrees 50 minutes 29 seconds East (Deeded South 05 degrees 03 minutes 24 seconds East) a distance of 89.57 feet to a point; thence South 86 degrees 54 minutes 59 seconds West (Deeded South 86 degrees 42 minutes 04 seconds West) a distance of 127.42 feet to the POINT OF BEGINNING.

Madl Property Falcon Lakes



Legend

- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
- Railroad
- Section
- County Boundary

1 in. = 967ft.

1,933.3 0 966.63 1,933.3 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 8

Topic: Voluntary Annexation of land pursuant to K.S.A. Supp. 12-520c

Action Requested: Approve Resolution 2016-26 requesting the board of county commissioners of Leavenworth County to make findings regarding the annexation of property

Narrative: Kansas Property Management Company, LLC owns land as described in (exhibit A & B) and he has petitioned the Governing Body of the City of Basehor to voluntarily annex this land into the city limits.

Presented by: Mark Lee, Planning and Zoning Director
Lloyd Martley, Chief of Police/City Administrator

Administration Recommendation: Approve Resolution 2016-26

Committee Recommendation: N/A

Attachments: Petition and Consent to annex
Land description (exhibit A&B)
Kansas Property Management Co. map
Resolution 2016-26

Projector needed for this item?

No

RESOLUTION NO. 2016-26

A RESOLUTION OF THE CITY OF BASEHOR, KANSAS, REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

WHEREAS, a Petition and Consent to Annexation (attached as Exhibit A) for the tract of land legally described as part of the Petition and Consent (the "Land") and as shown on Exhibit B, was filed with the Governing Body of the City of Basehor, Kansas by the record title owners of the Land; and

WHEREAS, the Land does not adjoin any boundary of the City of Basehor as required pursuant to K.S.A. 12-520(a)(3) because it only adjoins land that was annexed into the City pursuant to K.S.A. 12-520c; and

WHEREAS, K.S.A. 12-520c outlines conditions for annexation of land not adjoining the city, including:
(1) the land is located within the same county as such city;
(2) the owner or owners of the land petition for or consent in writing to the annexation of such land; and
(3) the board of county commissioners of the county by 2/3 vote find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within such county; and

WHEREAS, the land is located within Leavenworth County, Kansas, and the owner of the land has petitioned and consented in writing to the annexation of the Land, thereby satisfying the first two conditions outlined in K.S.A. 12-520c; and

WHEREAS, the third condition outlined in K.S.A. 12-520c requires, prior to annexation of land by the Governing Body by ordinance, the Leavenworth County, Kansas, Board of County Commissioners to find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within such county.

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

Section 1. That the Governing Body of the City of Basehor, Kansas, finds that a Petition and Consent to Annexation (attached as Exhibit A) of the Land, legally described as a part of Exhibit A and as shown on Exhibit B, which does not adjoin any boundary of the City of Basehor, and is located within the boundaries of Leavenworth County, Kansas has been presented to it.

Section 2. That the Governing Body of the City of Basehor, Kansas, finds that such annexation, at the request of the property owner, is advisable, desirable, beneficial, and in the interest of the public.

Section 3. That the City of Basehor, Kansas, hereby respectfully requests that the Board of County Commissioners of Leavenworth County, Kansas, by 2/3 vote find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Leavenworth County, Kansas, all as provided in K.S.A. 12-520c.

Section 4. 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

Petition and Consent to Annexation

EXHIBIT B

Sketch of the Land to be Annexed

PETITION AND CONSENT TO ANNEXATION INTO THE CITY OF BASEHOR, KANSAS

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

The undersigned owner of record of the following described tract of real property hereby petitions the Governing Body of the City of Basehor, Kansas (the "City") to annex such land to the City pursuant to K.S.A. Supp. 12-520c. Such land does not adjoin the City of Basehor, Kansas boundary line. The land to be annexed is legally described in Exhibit A, which is attached to this petition and incorporated by reference as if fully set forth herein. The undersigned further warrants and guarantees that they are the only owners of record of the tract of property described in Exhibit A. The undersigned further consents to the Governing Body of the City of Basehor, Kansas annexing such land to the City pursuant to K.S.A. Supp. 12-520 c.

Property Owner of Record: **Kansas Property Management Company, LLC**

Property Owner signature: Art Hancock KPMC

Address of Owner: **P.O. Box 174, Seneca, Kansas 66538**

STATE OF KANSAS)
COUNTY OF LEAVENWORTH)

The foregoing petition and consent to annexation was acknowledged before me on this 2 day of November, 2016, by Art Hancock and I affixed my official seal on the day and year last above written.

Heather Tegtmeier Date: 11/2/2016
Notary Public

NOTARY PUBLIC-State of Kansas
Heather R. Tegtmeier
My Appt. Expires 12/23/16

"Exhibit A"

A tract of in the North Half of Section 13, township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more particularly described as follows.

Commencing at the Northeast corner of the Northeast Quarter of said Section 13, thence south 87°28'29" West, along a distance of 657.42 feet to the Northwest corner of the East Half (E1/2) of the East Half (E1/2) of the Northeast Quarter of said Section 13; thence South 01°28'06" East, along said West line, a distance of 1088.35 feet to the Point of Beginning; thence South 01°28'06" East, continuing along said West line, a distance of 897.99 feet to the South of the North Three Fourths (N3/4) of said Northeast Quarter; thence South 87°33'27" West, along said South line, a distance of 1094.98 feet to the west line of the East Eighty (80) Acres of the North three Fourths of said Northeast Quarter; thence South 87°33'42" West, a distance of 880.04 feet; thence South 87°35'05" West, a distance of 144.60 feet; thence North 01°14'28" West, a distance of 100.00 feet; thence North 87°35'05" East, a distance 144.59 feet; thence North 87°33'42" East, a distance of 518.92 feet; thence North 01°19'22" West, a distance of 917.07 feet; thence North 87°30'02" East, a distance of 361.00 feet to the west line of the East Eighty (80) Acres of the North three Fourths of said Northeast Quarter; Thence South 01°32'29" East along said West line a distance of 107.45 feet; thence North 88°27"31" East, along the South line of Theno Estates, a distance of 153.55 feet to the West line of 142nd Street; thence Southerly along said west line of 142nd Street and along a non-tangent curve to the left and, said curve having an initial Tangent Bearing of South 14°56'12" West, Radius of 330.00 feet and Arc Length of 78.76 feet to the South line of 142nd Street as it now exists; thence South 88°44'14" East, along the South line, a distance of 60.00 feet; thence South 83°23'02" East, continuing along the South line of Theno Estates , a distance of 221.65 feet; thence North 88°27'31" East, a distance of 270.00 feet; Thence South 62°46'04" East, continuing along said Theno Estates, a distance of 81.07 feet; Thence North 88°31'54" East, continuing along said Theno Estates, a distance of 130.00 feet to the West line of 141st Street; thence North 01°28'06" West, along said west line, a distance of 46.31 feet to a point of curvature; thence Northerly and Westerly along a curve to the left, said curve having a Radius of 270.00 feet and Arc Length of 91.92 feet to South line of 141st Street as now exists; Thence 69°01'36" East, along said South line, a distance of 60.00 feet; thence North 88°31'54" East, continuing along the South line of said Theno Estates, a distance of 163.94 feet to the Point of Beginning. Containing 30.71 acres, more or less.

"Exhibit B"

Parcel ID Numbers (CAMA Numbers):
1561300000070000,

1561300000016000, 1561300000025000, 1561300000026000, 1561300000027000,

1561300000028000, 1561300000029000, 1561300000030000, 1561300000031000,

1561300000032000, 1561300000033000, 1561300000034000, 1561300000035000,

1561300000036000, 1561300000037000, 1561300000038000, 1561300000039000,

1561300000040000, 1561300000041000, 1561300000042000, 1561300000043000,

1561300000044000, 1561300000045000, 1561300000046000, 1561300000047000,

1561300000048000, 1561300000049000, 1561300000050000, 1561300000051000,

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1561300000056000, 1561300000057000, 1561300000058000, 1561300000059000,

1561300000060000, 1561300000061000, 1561300000062000, 1561300000063000,

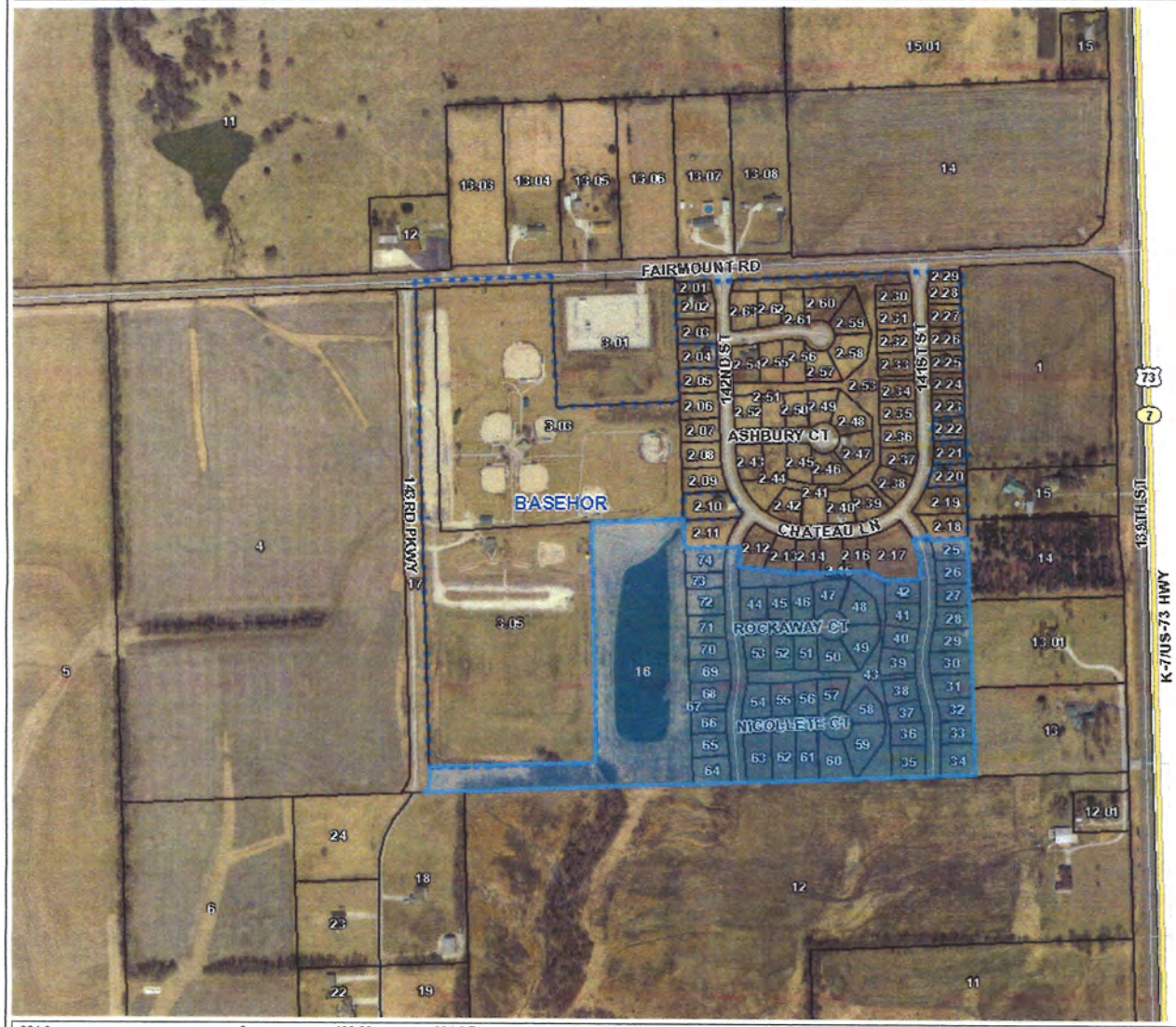
1561300000064000, 1561300000065000, 1561300000066000, 1561300000067000,

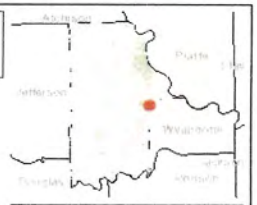
1561300000068000, 1561300000069000, 1561300000070000, 1561300000071000,

1561300000071000, 1561300000072000, 1561300000072000, 1561300000073000,

and 1561300000074000.

Theno Estates Phase 2





Legend

- Parcel
- Parcel Number
- Subdivisions
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
- Railroad
- Section
- County Boundary

1 in. = 432ft.

Notes

Annexation area of Theno Estates Phase 2

864.0 0 432.00 864.0 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION