AGENDA
BASEHOR CITY COUNCIL
September 19, 2011 7:00 p.m.
Basehor City Hall

1. **Roll Call** by Mayor Terry Hill and Pledge of Allegiance

2. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
   - **a.** Approve Minutes August 15, 2011
   - **b.** Approve Treasurer's Report
   - **c.** Resolution 2011-12 – Amendments to Personnel Manual
   - **d.** Park Paving Project Payment
   - **e.** Addendum to Employment Agreement

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

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

New Business

5. Consider Leavenworth County Sewer District #3 Connection Fee Request
6. Consider Donahoo Road Improvements
7. Consider Site for Future City Hall
8. Consider 2012 Corridor Management Grant Request
9. Consider TIGER 3 Grant Request
10. Consider 150th Street Seeding
11. Consider Resolution 2011-11 for Economic Incentives

12. **City Administrator's Report**
13. **Mayor's Report**
14. **Council Members Report**
15. **Executive Session** (if needed)
16. **Adjournment**

Basehor City Council reserves the right to amend the agenda following its publication in the Basehor Sentinel newspaper. Citizens are encouraged to attend all public meetings. Updates to the agenda may be viewed at www.cityofbasehor.org

Basehor City Council Meeting Minutes
Basehor City Hall, August 15, 2011

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1. Roll Call by Mayor Terry Hill **and Pledge of Allegiance**

Mayor Terry Hill called the meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance.

Council Members present: Mayor Terry Hill, Council President Dennis Mertz, Iris Dysart, Fred Box, Travis Miles

Staff Present: City Administrator Mark Loughry, Police Chief Lloyd Martley, City Superintendent Gene Myracle, City Engineer Mitch Pleak, City Clerk/Finance Director Corey Swisher, City Attorney Shannon Marcano

Mertz requested that the Public Hearing for the 2012 Budget be held immediately after Roll Call and the Pledge of Allegiance. Council concurred.

Hill opened the Public Hearing. Jim Washington asked for more background information be provided to the public. Richard Valenta asked how maintenance of Sewer District #3 would be funded and managed. Miles moved to close the Public Hearing with Box seconding. The motion passed unanimously, 5-0.

2. Consent Agenda

a. Approve Aug15, 2011 minutes
b. Approve Treasurer's Report

Mertz moved to approve the Consent Agenda with Dysart seconding. The motion passed unanimously, 5-0.

3. Call to Public

Twyla Heinen spoke against an increase in the pay matrix and decreasing Leavenworth County Sewer District #3's sewer connection fees.

John Flower provided a history of the relationship of Leavenworth County Sewer #3 and the City of Basehor's relationship.

Glenwood Estates Homeowner's Association (Sewer District #3) representative, Dave Freeman asked for the neighborhood to be charged in-city rates.

Richard Volenta, Gary Unsheid, James Robinson and Joan Robinson asked Council to charge the Glenwood neighborhood to be charged in-city rates.

Marcia McCown read for the record a piece of correspondence authored by Marilyn Townsend. Townsend asked that City employee's wages be frozen.

Elaine Bundy asked Council to not reduce the Leavenworth County Sewer District #3 connection fees. She also asked the City employee wages be frozen and if Basehor PRIDE were proposing to charge rent for plots in a proposed Community Garden.

Martha Brooks asked if any matching funds were required for the Smart Lights for Smart Cities grant. She then asked Council to freeze employee wages and to not reduce sewer connection fees for Leavenworth County Sewer District #3.

Council Member Box stated Leavenworth County Sewer District #3 residents should not be penalized because they live outside of the City limits.

Donna Tilden expressed concern that Glenwood property sales were being negatively impacted by high assessments and sewer fees.

Mayor Terry Hill explained the genesis of the City's decision to charge out-of-city sewer customers 150% the in-city rate.

4. Unfinished Business

There was none.

New Business

5. Public Hearing - 2012 Budget

The Public Hearing was held immediately after Roll Call.

6. Consider Adoption of 2012 Operating Budget

Miles moved to approve the 2012 Budget with Breuer seconding. The motion passed unanimously, 5-0.

7. Consider 2012 Pay Matrix

Breuer moved to approve the 2012 Pay Matrix with a three percent increase for all employees other than sworn police officers with Box seconding. The motion passed 3-2, with Dysart and Mertz opposed.

8. Consider Ordinance No. 601 - Amend Public Officials Fees & Payments

Breuer moved to approve the Ordinance with Box seconding. The motion passed 3-2, with Mertz and Dysart opposed.

9. Consider Resolution 2011-9 - Amendments to Personnel Manual

Mertz moved to approve the Resolution with Box seconding. The motion passed 3-2, with Breuer and Miles opposed.

10. Consider Ordinance No. 602 - Standard Traffic Ordinance

Mertz moved to approve the Ordinance with Miles seconding. The motion passed unanimously, 5-0.

11. Consider Ordinance No. 603 - Uniform Public Offense Code

Miles moved to approve the Ordinance with Mertz seconding. The motion passed unanimously, 5-0.

12. Consider Resolution 2011-10 – Authorization to Enter Agreement with Basehor PRIDE

Basehor PRIDE requested the item be tabled. Mertz moved to table the item with Miles seconding. The motion passed unanimously, 5-0.

13. Consider PRIDE Community Garden Operating Agreement

Mertz moved to table the item with Miles seconding. The motion passed unanimously, 5-0.

14. Consider Memorandum of Agreement (MOA) between City of Basehor & Mid-America Regional Council (MARC) - Smart Lights for Smart Cities

Mertz moved to approve the agreement with Miles seconding. The motion passed unanimously, 5-0.

15. Request from Sewer District #3 to Waive Out of City Connection Fees

This item was addressed at the beginning of the meeting. Mertz moved to move to the first item on the agenda with Miles seconding. The motion passed unanimously, 5-0. County Commissioner John Flower made a presentation outlining the history of Leavenworth County Sewer District No. 3. Box moved to table the item until a later date with Mertz seconding. The motion passed 3-2, with Breuer and Miles opposed. The Mayor indicated he would provide staff with direction.

16. City Administrator's Report

There was none.

17. Mayor's Report

There was none.

18. Council Members Report

Dysart thanked staff for the installation of a step in the Council Chambers.

Mertz inquired about a contract with McAfee Henderson Solutions (MHS) for the design of a pedestrian trail. Mertz then moved to not pay an invoice received by the City from MHS until a discussion was had by Council. Dysart seconded the motion. The motion passed unanimously, 5-0.

In response to a question from Mertz the City Attorney, Shannon Marcano stated she was reviewing the City's purchasing policy. Mertz then asked questions in regard to the City's mobile phone service.

19. Executive Session

Breuer moved to enter Executive Session with Miles seconding. The motion passed unanimously, 5-0. No action was taken.

20. Adjournment

Miles moved to adjourn the meeting with Box seconding at approximately 10:10 p.m. The motion passed unanimously, 5-0.

_____
Terry Hill, Mayor

Attest:

_____
Corey Swisher, City Clerk

The City of Basehor

Date: September 13, 2011

To: Basehor City Council
Mark Loughry, City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: September Treasurer's Report

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending August 31, 2011. Some highlights include:

1. Sales tax collections fell short of historical performance in August. Total year to date collections are tracking approximately 5% behind 2010 collections. Staff took this into consideration when developing the 2012 Operating Budget.
2. Sewer Fund revenue continues to track as projected. The Fund will see a large increase in expenses in September as two large KDHE loan payments have been very recently made.
3. The Solid Waste Fund remains healthy.
4. The Capital Improvement Fund's expenditure column shows a negative balance as the City received the property taxes originally paid on the property were returned.
5. The Municipal Equipment Reserve Fund includes three purchases which were approved in May. These include the City Engineer's vehicle (truck), Public Works tack cart and Police Department patrol vehicle. The City has possession of the truck and tack cart. Delivery of the patrol car is anticipated to take place this fall
6. The Bond & Interest Fund shows higher than budgeted revenues due to received back tax payments.
7. The Governing Body Department shows 98% of budget being utilized due to a 2010 marketing expense that was encumbered in 2011.

CITY OF BASEHOR
SEPTEMBER 2011 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$1,783,582	$1,372,304	$1,140,784	64%
Bond & Interest	$680,540	$683,971	$653,857	96%
Special Highway	$440,320	$292,108	$177,694	40%
Special Park	$10,250	$6,430	$0	0%
Sewer	$896,762	$896,081	$784,477	87%
Solid Waste	$196,100	$175,605	$133,807	68%
Municipal Equipment Reserve	$93,050	$160	$78,884	85%
Captial Improvement	$7,500	$40,229	-$1,687 *	-22%
Employee Benefits	$499,156	$425,939	$274,976	55%
Cedar Lakes Maintenance	$20,000	$12	$20,413	102%

*The City received back the property taxes paid on the FOD.

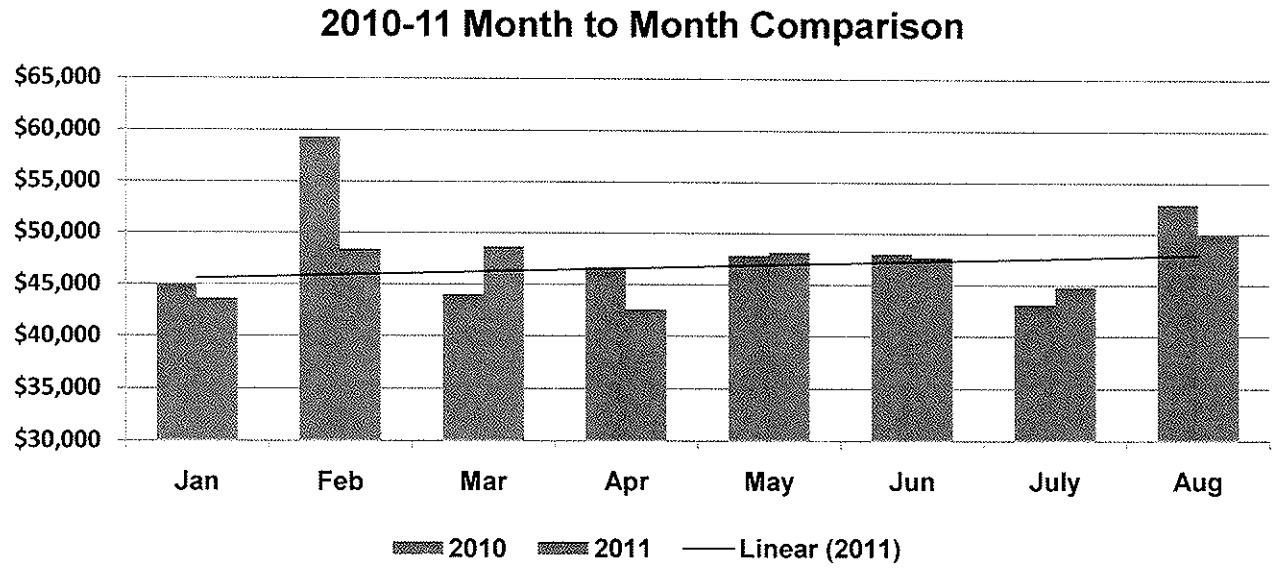
Department

General	Budget	Expenditures	Remaining Balance	% Utilized
Administrator	$256,200	$100,326	$155,874	39%
Street Department	$214,450	$134,016	$80,434	62%
Governing Body	$59,620	$58,358	$1,262	98%
Police	$799,350	$449,137	$350,213	56%
City Facilities	$79,100	$54,043	$25,057	68%
Park & Recreation	$59,450	$54,210	$5,240	91%
Human Resources	$20,000	$7,648	$12,352	38%
Miscellaneous	$94,910	$22,050	$72,860	23%
Planning & Zoning	$179,300	$78,584	$100,716	44%
Clerk/Finance	$243,800	$166,774	$77,026	68%

City of Basehor

Sales Tax 2007 - 2011

	2007	2008	2009	2010	2011	Monthly Difference '10 - '11	% Difference	2010 YTD	2011 YTD	Difference '10 - '11	% Difference
Jan	43,040.41	43,516.85	43,726.32	44,933.16	43,677.78	-1,255.38	-2.9%	44,933.16	43,677.78	-1,255.38	-2.8%
Feb	44,273.79	46,544.07	49,937.92	59,338.25	48,453.55	-10,884.70	-21.8%	104,271.41	92,131.33	-12,140.08	-11.6%
Mar	35,899.77	46,125.81	59,417.29	44,064.14	48,692.52	4,628.38	7.8%	148,335.55	140,823.85	-7,511.70	-5.1%
Apr	39,334.11	41,298.70	41,900.26	46,686.51	42,633.11	-4,053.40	-9.7%	195,022.06	183,456.96	-11,565.10	-5.9%
May	45,142.71	44,634.80	41,070.02	47,865.00	48,186.99	321.99	0.8%	242,887.06	231,643.95	-11,243.11	-4.6%
June	46,335.58	52,647.16	43,320.60	48,059.05	47,682.94	-376.11	-0.9%	290,946.11	279,326.89	-11,619.22	-4.0%
July	49,500.52	47,720.81	46,612.85	43,151.43	44,834.43	1,683.00	3.6%	334,097.54	324,161.32	-9,936.22	-3.0%
Aug	46,173.87	47,209.53	50,284.61	52,935.19	49,903.11	-3,032.08	-6.0%	387,032.73	374,064.43	-12,968.30	-3.4%
Sept	44,486.92	50,855.51	52,550.48	52,062.71							
Oct	51,633.80	48,068.36	52,382.92	47,483.47							
Nov	46,598.51	43,264.92	47,111.87	44,789.92							
Dec	44,281.28	43,884.31	56,073.14	46,693.70							
	536,701.27	555,770.83	584,388.28	578,062.53	374,064.43						-5.0%



SOLID WASTE FUND HIGHLIGHTS

MONTH	2010 SOLID WASTE COUNT	2011 SOLID WASTE COUNT	% DIFFERENCE
January	1,458	1,639	11.04%
February	1,463	1,635	10.52%
March	1,469	1,633	10.04%
April	1,475	1,638	9.95%
May	1,488	1,639	9.21%
June	1,493	1,642	9.07%
July	1,493	1,639	8.91%
August	1,496	1,639	8.72%
September	1,494		
October	1,492		
November	1492		
December	1487		
AVERAGE	1,483	1,638	9.44%

MONTH	2010 SOLID WASTE BILLED	2011 SOLID WASTE BILLED	% DIFFERENCE
January	$14,625.07	$16,413.01	10.89%
February	$14,670.04	$23,010.32	36.25%
March	$14,699.83	$22,959.12	35.97%
April	$14,762.29	$23,033.99	35.91%
May	$14,892.23	$23,040.15	35.36%
June	$14,959.42	$23,065.00	35.14%
July	$14,964.73	$23,017.69	34.99%
August	$14,995.03	$23,030.35	34.89%
September	$14,985.04		
October	$14,974.40		
November	$14,966.07		
December	$14,899.96		
TOTAL	$178,394.11	$177,569.63	

MONTH	2010 AVERAGE BILL	2011 AVERAGE BILL	% DIFFERENCE
January	$10.03	$10.01	-0.20%
February	$10.03	$14.07	40.28%
March	$10.01	$14.06	40.46%
April	$10.01	$14.06	40.46%
May	$10.01	$14.06	40.46%
June	$10.02	$14.05	40.22%
July	$10.02	$14.04	40.12%
August	$10.02	$14.05	40.22%
September	$10.02		
October	$10.04		
November	$10.03		
December	$10.02		
AVERAGE	$10.02	$13.55	

SEWER FUND HIGHLIGHTS

MONTH	2010 SWR COUNT	2011 SWR COUNT	% DIFFERENCE
January	1655	1679	1.43%
February	1658	1676	1.07%
March	1663	1679	0.95%
April	1666	1774	6.09%
May	1671	1781	6.18%
June	1674	1779	5.90%
July	1668	1778	6.19%
August	1670	1781	6.23%
September	1672		
October	1671		
November	1670		
December	1676		
AVERAGE	1668	1741	4.26%

MONTH	2010 SWR BILLED	2011 SWR BILLED	% DIFFERENCE
January	$57,650.02	$80,781.73	40.12%
February	$57,919.69	$80,627.21	39.21%
March	$57,968.33	$80,471.02	38.82%
April	$58,142.23	$80,010.76	37.61%
May	$57,035.02	$90,216.49	58.18%
June	$59,123.05	$89,998.38	52.22%
July	$58,427.72	$89,284.06	52.81%
August	$58,478.41	$90,683.38	55.07%
September	$57,767.28		
October	$57,921.75		
November	$57,896.98		
December	$57,517.53		
TOTAL	$695,848.01	$682,073.03	

MONTH	2010 AVERAGE SWR BILL	2011 AVERAGE SWR BILL	% DIFFERENCE
January	$34.83	$48.11	38.14%
February	$34.93	$48.11	37.72%
March	$34.86	$47.93	37.49%
April	$34.90	$45.10	29.23%
May	$34.13	$50.65	48.40%
June	$35.32	$50.59	43.23%
July	$35.03	$50.22	43.36%
August	$35.02	$50.92	45.40%
September	$34.55		
October	$34.66		
November	$34.67		
December	$34.32		
AVERAGE	$34.77	$48.95	

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 8.9.11

Re: 2011 Park Paving – O'Donnell & Sons Construction

May 19, 2011 the City Council approved a portion of the City Park to be paved by O'Donnell and Sons Construction using the 2011 Pavement Management Project contract unit pricing. The project is to be paid out of the Special Park & Rec Fund – Capital Outlay (04-00). Council's direction was not to exceed $38,000. The paving exceeded Staff's estimate by 13.81 tons. Staff verified all pay items. Staff recommends the payment of $38,780.19 to O'Donnell & Sons Construction.

O'DONNELL CONSTRUCTION
P.O. Box 23023
Overland Park, KS 66283-0023
(913) 681-2155 Office
(913) 681-3292 Fax

⊛INVOICE⊛
11017-2

TO:
City of Basehor
P.O. Box 406
Basehor, KS 66007

DATE: 06/30/11
JOB #: 11017
JOB NAME: 2011 Pavement Management Improvements
ESTIMATE: 1-Final

ITEM #	ITEM DESCRIPTION	CONTRACT QUANTITY	UNITS COMPLETE		UNIT PRICE	AMOUNT
	City Park					
1	Park Prep		1	L.S.	$ 4,848.00	$ 4,848.00
2	Park Paving		569.81	Tons	$ 59.55	$ 33,932.19

THANK YOU FOR YOUR BUSINESS!

Payment Due Upon Receipt

Work Completed to Date $ 38,780.19

TOTAL THIS INVOICE $ 38,780.19

Mitch Pleak

From: Mark Dombrowski [mark@odonnell-sons.com]
Sent: Monday, May 02, 2011 8:06 AM
To: Mitch Pleak
Subject: Park Prep Work

Mitch,

The price for the prep work at the park would be $4,848.00. This would include removal of vegetation, tight blade of existing material, spreading new millings as required and compaction prior to paving.

As indicated we would place asphalt at a unit price of $59.55/ton which is the same price as the 2" overlay.

Let me know if you have any questions or concerns.

Mark
O'Donnell & Sons Const

Minutes
Basehor City Council Special Meeting
Basehor City Hall, May 19, 2011

1. Roll Call

Council President Mertz called the meeting to order and performed roll call. Mayor Terry Hill was not present.

2. Approval of Funds to Pave the City Park Parking Lots

Breuer moved to authorize the paving of the City Park parking lots (not to exceed $38,000) with Miles seconding. The motion passed unanimously, 5-0.

3. Adjournment

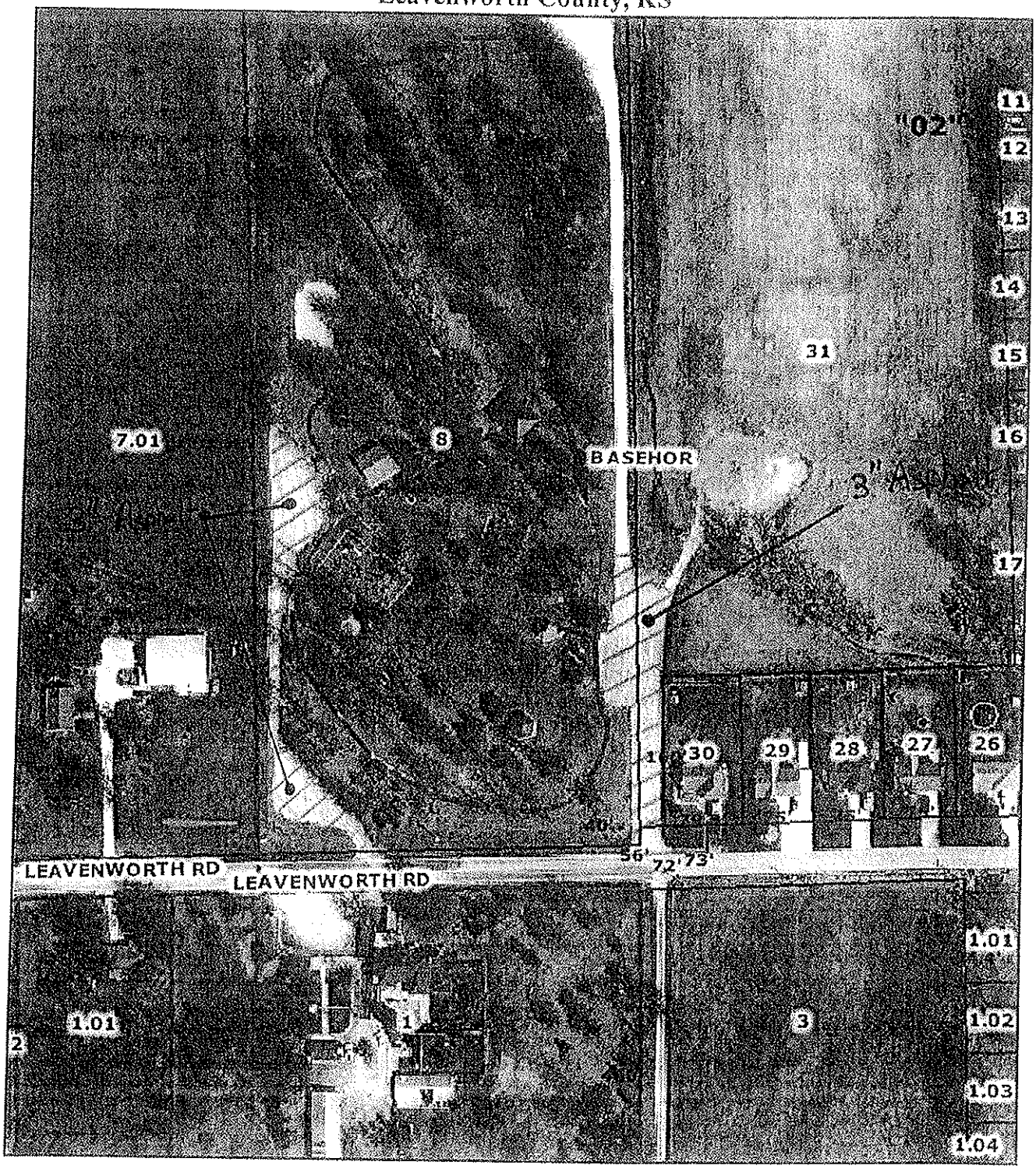
Box moved to adjourn at approximately 2:10 p.m. with Mertz seconding. The motion passed unanimously, 5-0.

_____
Terry Hill, Mayor

Attest:

_____
Corey Swisher, City Clerk

Leavenworth County, KS



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 152 feet

Bid Sheet

Item	Item Description	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1	$750.00	$750.00
2	Traffic Control	LS	1	750.00	750.00
3	Milling (2" Full Width) (Estimated)	SY	200	1.45	290.00
4	Milling (4" Full Width)	SY	176	2.50	440.00
5	Edge Milling (2" for 6')	SY	8,404	1.20	10084.80
6	Milling (Headers)	LF	158	1.55	244.90
7	Asphalt Fabric (Mirafi Mirapave 500, or equal) (Estimated)	SY	800	2.10	1680.00
8	Surface Course HMA Commercial Grade (Class A) (2")	SY	16,586	6.55	108,638.80
9	6" KDOT Grade 3.0 (AE) Reinforced Concrete Pavement for Utility Crossing Repairs	SY	80	27.00	2,160.00
10	Removal & Repair Full Depth Asphalt & Subgrade Compaction (Estimated)	SY	200	9.75	1950.00
11	Curb Removal & Replacement	LF	879	26.00	22,854.00
				Total Bid	$149,842.00

SPECIAL PARK & REC FUND

ACCOUNT: 04-000

	2008 Actual	2009 Actual	2010 Budget	2010 Estimate	2011 Budget
Beginning of year balance	$122,658	$146,260	$155,615	$159,898	$149,714
REVENUES					
Local Liquor Tax	$8,141	$7,816	$8,016	$8,016	$8,000
Parkland Fee	$12,800	$4,400	$6,000	$1,600	$2,000
Interest on Investments	$2,968	$1,993	$2,360	$200	$250
Miscellaneous	$4,300	$250	$0	$0	$0
TOTAL REVENUE	$28,209	$14,459	$16,376	$9,816	$10,250
TOTAL AVAILABLE FUNDS	$150,867	$160,719	$171,991	$169,714	$159,964
EXPENDITURES					
Park Maintenance & Repair	$2,536	$821	$5,000	$5,000	$7,500
Capital Outlay	$2,074	$0	$30,000	$15,000	$60,000
TOTAL EXPENDITURES	$4,610	$821	$35,000	$20,000	$67,500
UNRESERVED CASH BALANCE	$146,257	$159,898	$136,991	$149,714	$92,464

The **Special Park & Recreation Fund** can be used for park and recreation improvements and maintenance. The **Capital Outlay** line item includes $30,000 for up to two matching fund grants for neighborhood playgrounds and $30,000 for paving of the City Park parking lot.

RESOLUTION NO. 2011-12

A RESOLUTION CORRECTING ERRORS IN RESOLUTION NO. 2011-9 APPROVING AN AMENDMENT TO SECTION G-2 OF THE CITY'S PERSONNEL MANUAL PROVIDING FOR EMPLOYER PROVIDED DEFERRED COMPENSATION BENEFITS FOR THE EMPLOYEES OF BASEHOR, LEAVENWORTH COUNTY, KANSAS AND AN AMENDMENT TO SECTION G-11 OF THE CITY'S PERSONNEL MANUAL PROVIDING FOR THE EMPLOYEE HEALTH CARE PROGRAM FOR THE EMPLOYEES OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the Governing Body of the City of Basehor, Kansas, adopted a compilation of written personnel policies, procedures and guidelines for employees of Basehor, Kansas, known as the Personnel Manual and effective August 1, 2010; and

WHEREAS, Section A-8 of the Personnel Manual allows for the amendment of its policies via resolution; and

WHEREAS, Section G-2 of the Personnel Manual provides that under the City's deferred compensation plan, the City's contribution for those employees hired prior to 1/17/2011 will be equal to the city contribution for sworn officers in the KP&F Retirement System and may vary from year to year, and the City's contribution for employees hired after 1/17/2011 will be equal to the current Kansas Public Employees Retirement System contribution requirement and may vary from year to year; and

WHEREAS, Section G-11 of the Personnel Manual provides that the City will contribute 100% of the employee's health care insurance premium and 50% of qualified dependent/spouse health care insurance premiums; and

WHEREAS, on August 15, 2011, the Governing Body adopted Resolution 2011-9 revising the City's contribution with an erroneous effective date and has determined the need to correct the effective date.

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

Section 1: That the City's contribution for eligible employees hired as of 8/15/2011 under the City's deferred compensation plan be reduced to 11% of gross wages. For all employees hired after 8/15/2011, the rate shall be 8% of gross wages for the first three (3) years of employment and will increase by 3% for a total of 11% of gross wages after three years of service.

Section 2: That Section G-2 of the Personnel Manual be amended to read as follows with the addition of the underlined text, and the deletion of the stricken text:

G-2. Employer Provided Deferred Compensation Benefits. Effective 1/1/2012, all eligible employees, with the exception of sworn police officers, are covered under the City's deferred compensation program (401-A). Under this plan, the employer's contribution is 11% of gross wages for all employees hired before 8/15/2011. For employees hired after 8/15/2011, the rate shall be 8% of gross wages for the first three (3) years of employment and will increase by 3% for a total of 11% of gross wages after three (3) years of service. The City will begin depositing funds into the 401-A plan for the employee beginning with their first paycheck. For any employee hired after 8/15/2011, there will be a three (3) year vesting period from the date of hire, at which time the employee will be fully vested. The cost of this benefit is paid entirely by the employer. ~~All eligible employees (with a hire date on or before 1/17/2011), with the exception of sworn police officers, are covered under the city's deferred compensation program (401-A). Under this plan, the employer's contribution is equal to the city contribution for sworn officers in the KP&F Retirement System and may vary from year to year. For all eligible employees hired after 1/17/2011, with the exception of sworn police officers, the city contribution to the employee's 401-A plan will be equal to the current Kansas Public Employees Retirement System contribution requirement and may vary from year to year. The city will begin depositing funds into the 401-A plan for the employee beginning with their first paycheck but, for any employee beginning service with the city after the adoption of this policy (1/17/2011), said employee will not be vested in the 401-A plan until their third anniversary with the city. The cost of this benefit is paid entirely by the employer.~~

Section 3: That Section G-11(c) of the Personnel Manual be amended to read as follows with the addition of the underlined text, and the deletion of the stricken text:

G-11. Health Care Program.

(c) Currently the City contributes one-hundred percent (100%) of the employee's health care insurance, dental insurance, and vision insurance premium and fifty percent (50%) of qualified dependent/spouse health care insurance premiums. Beginning 7/1/2012, the City's participation shall not exceed the following monthly amounts:

Employee	$375
Employee/Child	$540
Employee/Spouse	$565
Employee/Dependents	$730

~~Currently the City contributes one-hundred percent (100%) of the employee's health care insurance premium and fifty percent (50%) of qualified dependent/spouse health care insurance premiums. Permanent part-time employees working 20 or more hours per week shall be eligible to purchase health care insurance at the rate of one-hundred percent (100%) out-of-pocket expense.~~

ADOPTED by the Governing Body this 19th day of September, 2011.

SIGNED by the Mayor this 19th day of September, 2011.

SEAL

_____
Terry Hill, Mayor

ATTEST:

_____
Corey Swisher, City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (the "Addendum") is made and entered into this _____ day of _____, 2011, by and between the City of Basehor, Kansas, a Kansas municipal corporation (hereinafter referred to as the "City") and Mark Loughry (hereinafter referred to as the "Employee").

WHEREAS, the City and Employee entered into that certain Employment Agreement dated August 12, 2009 whereby the City employed Employee as the City Administrator of the City (the "Agreement"), a copy of which is attached hereto as **EXHIBIT A**.

WHEREAS, it has come to the attention of the City and Employee that the Agreement does not accurately reflect the intended agreement between the City and Employee regarding the Employee's pay and benefits; and

WHEREAS, the parties agree that the discrepancy regarding Employee's pay and benefits under Agreement should be addressed in this Addendum to accurately reflect the agreement between the City and Employee; and

WHEREAS, Section 17 of the Agreement provides that any modifications, changes or amendments to the existing Agreement shall be made in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and within the Agreement, the parties agree as follows:

1. Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

5. Section Five – Salary and Benefits

The City agrees to pay Employee for his services rendered pursuant to this Agreement an Annual Base Salary of $88,000 effective August 17, 2009, annualized and payable in 26 pay periods at the same time as other employees are paid. Employee shall receive the same cost of living percentage increase as other City employees, as approved by the Governing Body at the approval of the Annual Budget and such annual cost of living increases shall be given to Employee when cost of living increases are given to other City employees. Employee is also eligible for all benefits the City offers its full-time employees described in the Personnel Policies and Guidelines, as amended.

In addition to Employee's Base Salary, Employee will be provided a car allowance in the amount of $250 per pay period, and will be provided a Smartphone with data plan for City business, which allowances will be treated as income in accordance with Internal Revenue Service regulations and guidelines.

The City agrees to reimburse the Employee for routine relocation expenses associated with Employee relocating to Basehor from Hays, which relocation expenses may include expenses incurred by Employee for using the services of a qualified moving company. Relocation expenses will be reimbursed up to a maximum of $3,500.

2. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

11. Section Eleven – Health Insurance

The City agrees to pay 100% of the premium to cover Employee and Employee's family for the same hospitalization, surgical and comprehensive major medical insurance that is offered to other City employees. In the event that Employee and Employee's family will be uninsured during the process of changing his insurance from his former employer to the City's insurance plans, the City will pay the premium for Employee and Employee's family to continue the insurance coverage provided by his former employer until such time as Employee is insured under the City's plans.

3. Except as supplemented by this Addendum, the Agreement shall remain in full force and effect. This Addendum contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any other prior contemporaneous oral or written agreements or letters. This Addendum may not be modified except by agreement in writing signed by the City and Employee. Except as otherwise provided for herein, in the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail. Capitalized or other defined terms not otherwise defined herein shall have the meaning given them in the Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

EMPLOYEE:

_____
Mark Loughry

CITY OF BASEHOR:

_____
Mayor Terry Hill

APPROVED AS TO FORM:

_____
Shannon M. Marcano, City Attorney

EXHIBIT A
THE AGREEMENT

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 5

Topic:
Leavenworth County Sewer District #3 Connection Fee Reduction Request

Action Requested:
Discuss and consider Leavenworth County Sewer District #3 Connection Fee Reduction Request.

Narrative:
Leavenworth County Sewer District #3 has requested that the City of Basehor allow residents of the District to connect to the City's sewer system at a rate of $2,950 for each connection in addition to a $78 lift station up-size charge for each connection. The City currently has an agreement with the District that stipulates a connection rate of $4,425. The City's current outside of city connection fee is $5,175. Ordinance No. 582 stipulates: "The connection fees and the monthly wastewater treatment fees for development outside of the city shall be 150% of the established rates, unless otherwise determined by the city council."

Anticipating the Sewer District #3 connection the City conservatively budgeted $390,000 for connection fees in 2011. Year-to-date the City has collected $27,600 in connection fees unrelated to Sewer District #3. The City has forecast a $424,078 Sewer Fund cash carryover (includes connection fees) in 2012. Unreserved cash balance or carryover is used to mitigate current and future risks against revenue shortfalls or unanticipated expenditures to ensure stable user fees. Sewer Fund cash carryover has been reduced in recent years due to declining average monthly usage fees and increasing waste water treatment plant debt payments. Reducing connection fees has a direct and negative impact on Sewer Fund carryover and the City's ability to regulate sewer usage rates.

	CONNECTION FEE	REVENUE
SD#3 Request	$2,950	$283,200
Current In-City Fee	$3,450	$331,200
Current Agreement	$4,425	$424,800
Current Out-of-City Fee	$5,172	$496,512
Diff. b/n Request & Current Out of City Fee		**$213,312**
Diff. b/n Request & Current In City Fee		**$48,000**
Diff. b/n Request & Current Agreement		**$141,600**

Presented by:
John Flower, Leavenworth County Commissioner

Administration Recommendation:
Discuss and consider Leavenworth County Sewer District #3 Connection Fee Reduction Request.

Committee Recommendation:
N/A

Attachments:
Addendum to Interlocal Agreement
Flower Correspondence

FIRST ADDENDUM TO:

AN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS, AND SEWER DISTRICT NO. 3 (GLENWOOD) OF LEAVENWORTH COUNTY, KANSAS, PROVIDING FOR THE TREATMENT OF WASTEWATER

COME NOW THE PARTIES TO THIS FIRST ADDENDUM, The City of Basehor, Kansas (hereinafter referred to as "the City"), and Sewer District No. 3 (Glenwood) of Leavenworth County, Kansas (hereinafter referred to as "the District"), and on the ____ day of _____, 2011, do agree to this First Addendum to an Agreement providing for connection of the District to the City's sewer treatment system, and treatment of the District's wastewater, said terms of the First Addendum to be as follows:

1. The District is authorized to enter into this First Addendum pursuant to the provisions of K.S.A. 19-27a02. The City is authorized to enter into this First Addendum pursuant to the provisions of K.S.A. 12-101. The District and City are jointly authorized to enter into this First Addendum pursuant to the provisions of K.S.A. 12-2908.

2. The City and District have previously provided for connection of the District to the City's sewer treatment system, and treatment of the District's wastewater, by entering into the Agreement attached hereto as **Exhibit A** (hereinafter referred to as "Initial Agreement"), subject to the correction that the number of connection fees for Project 1-Glenwood Estates should be 94, not 91 as listed on Exhibit A.

3. Throughout the Initial Agreement, and Exhibits attached thereto, reference is made to the connection charges to be imposed on the District for connecting to the City's wastewater treatment system. The City and District mutually agree to revise said connection fees to provide that residents of the District may connect to the City sewer system at the current in-City rate of $2,950 for each connection, plus a $78 up-size charge for each connection.

4. Notwithstanding anything stated herein, District residents (to include Glenwood Ridge Elementary School) that have not been annexed into the City will pay the out of City rate for treatment of their sewer, said rate to be reflected in the monthly sewer use fee as calculated pursuant to the City Code.

5. All other provisions and requirements of the Initial Agreement shall remain in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

CONTINUES NEXT PAGE

IN WITNESS WHEREOF, the parties have hereunto executed this First Addendum as of the date and year first above written.

CITY OF BASEHOR, KANSAS

By: _____
Terry Hill, Mayor

By: _____
Corey Swisher, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick G. Reavey, City Attorney

LEAVENWORTH COUNTY, KANSAS

By: _____

By: _____
County Clerk

APPROVED AS TO FORM:

By: _____
David Van Parys, County Counselor

SD #3

SCANNED
2-27-09
CR

January 9, 2009

AN AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS, AND SEWER DISTRICT NO. 3 (GLENWOOD) OF LEAVENWORTH COUNTY, KANSAS, PROVIDING FOR THE TREATMENT OF WASTEWATER

COME NOW THE PARTIES TO THIS AGREEMENT, The City of Basehor, Kansas hereafter referred to as "City", and Sewer District No. 3 (Glenwood) of Leavenworth County, Kansas, hereinafter referred to as "District", and recite the following as the terms of their agreement:

1. The District is authorized to enter into this agreement pursuant to the provisions of K.S.A. 19-27a02. The City is authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-101. The District and City are jointly authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-2908.

2. The purpose of this agreement is to provide for the treatment by the City, the wastewater generated from within the boundaries of the District.

3. The City hereby agrees to accept for treatment in an approved wastewater treatment facility, wastewater generated from within the boundaries of the District.

4. The District hereby accepts responsibility for notification of affected property owners, acquisition of utility easements, coordination with Glenwood Ridge Elementary School, and for organizing meetings, as needed, with affected property owners.

5. The District hereby agrees to construct such necessary and appropriate facilities as may be needed to transport wastewater generated from within the boundaries of the District to a connection point of the sewer facilities maintained by the City. New construction should be designed in accordance with City specifications, and to accommodate projected growth in the area. A general schematic diagram of the facilities to be constructed is attached hereto as "Exhibit 1" and incorporated fully herein. The District agrees to utilize construction plans prepared by a Professional Engineer in constructing the facilities generally shown in "Exhibit 1" and to allow the City to inspect and approve said construction at all phases of the project.

6. The District hereby agrees to announce the bid opening for construction to the City of Basehor so that a representative may be present.

7. The City hereby agrees to cooperate and assist with the above efforts to facilitate the timely connection of the new system.

8. Upon the completion by the District of the facilities as mutually agreed upon and generally shown in "Exhibit 1" the City agrees to accept ownership and responsibility for the maintenance of said facilities and the existing public facilities of the District, with the exception of the existing lagoon system. It shall be the responsibility of the District to cause such necessary assessments to be made within the boundaries to collect such

needed revenues to pay in full any temporary notes, bonds or loans as may be obtained by the District.

9. The District agrees to pay to the City appropriate connection fees for connection of the District to the treatment facilities of the City pursuant to this agreement as shown in "Exhibit 2". For the initial connection of the District to the wastewater treatment facilities of the City, the District shall upon receipt of such funds from the State Revolving Loan Fund (SRF), make payment to the City as detailed in "Exhibit 2".

10. The City shall be entitled to charge to each residential building, and the Glenwood Ridge Elementary School, served by the City within the District a monthly sewer use fee in an amount not to exceed 150% of the base fee charged by the City to the residents of the City of monthly sewer use. It shall be the responsibility of the City to assess and collect such monthly sewer use fees. In the event that the City annexes any area within the District, the City agrees to reduce the monthly base sewer use fee to users to 100% of the base fee charged to the residents of the City. Nothing in this agreement shall be construed as to prevent the City of Basehor from adding additional charges for the monthly sewer use fee based upon use above and beyond the amount of usage upon which the base monthly fee is calculated, for the operation of any grinder pump systems or such other assessments as may be required in order to effect the treatment of wastewater generated within the District.

11. The City of Basehor recognizes that the Basehor-Linwood School District (USD #458) wishes to start construction on an addition to the existing Glenwood Ridge Elementary school facility, with a projected completion date in the Fall of 2009, and a new Middle School, with projected completion in the fall of 2010. This new addition may not connect to the existing lagoon system and an occupancy permit is contingent upon proper operation of the new sanitary sewer system.

12. The District will enter into a standard agreement with the City for the inspection of sewer systems as outlined in the Basehor Technical Specification under the guidelines outlined by the Kansas Department of Health and Environment (KDHE).

13. The responsibility for the decommissioning of the existing lagoon system remains with the District.

14. Annexation of the Glenwood Estates Subdivision, Glenwood Ridge Elementary School and the future Basehor-Linwood Middle School property and any other property that intends to connect to the Basehor sanitary sewer system may be expected when the completed sanitary sewer system connects to the City system.

WHEREFORE IT IS SO AGREED TO THIS 22 DAY OF January, 2009

January 9, 2009

FOR THE CITY: _____

ATTEST: _____

SEAL OF THE CITY OF BASEHOR, KANSAS CORPORATE SEAL

FOR THE DISTRICT: _____

ATTEST: _____

Exhibit 1

Map of the proposed routing of the sewer line from the existing Glenwood lagoons to the Cedar Falls lift station. Lots highlighted in blue are on septic systems.

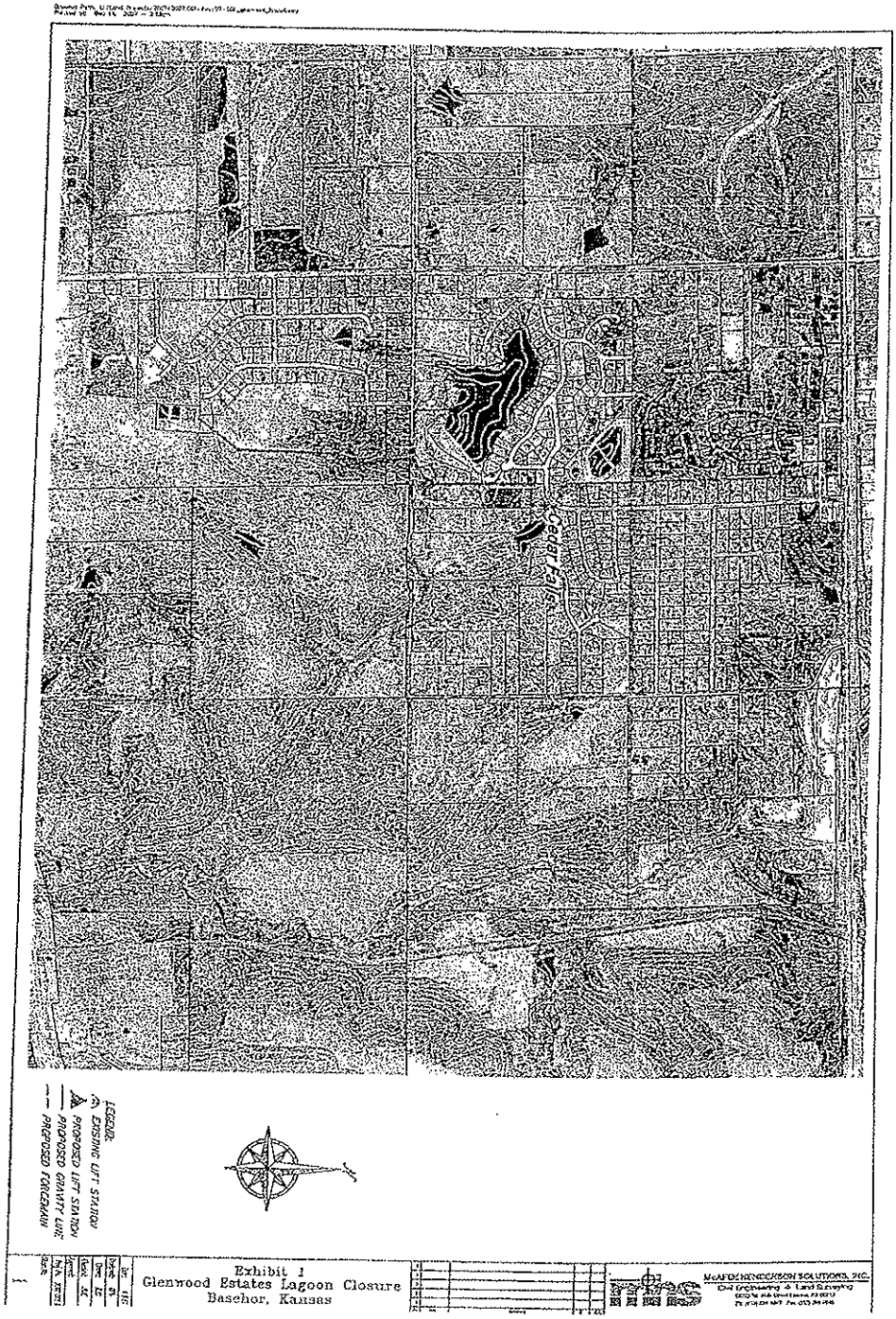


Exhibit #2

CONNECTION FEES TO BE PAID TO THE CITY OF BASEHOR AND APPORTIONMENTS FOR THE CONNECTION OF SEWER DISTRICT NO. 3 OF LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT FACILITIES OF THE CITY OF BASEHOR, KANSAS

Project 1 - Glenwood Estates – Sewer District No. 3

Connection Fees (~~97~~ lots @ $~~4575~~ per lot) 91 Lots @ $ 4425	~~$443,775.00~~ $402,675

Project 2 – Glenwood Ridge Elementary School

Connection Fee (1 @ ~~$4,575~~) 4425	~~$4,575.00~~ 4425

Project 3 – Middle School

Connection Fee (1@ ~~$4,575.00~~) 4425	~~$4,575.00~~ 4425

Project 4 – Vacant Ground

Potential connection Fees (to be paid at the time building permits are issued will be established at the then current City of Basehor rate)	$0.00

Total Connection Fees (Projects 1-4)	~~$452,925.00~~ $ 411,525.00

Exhibit #3

ESTIMATED CONSTRUCTION COSTS FOR THE CONNECTION OF SEWER DISTRICT NO. 3 OF LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT FACILITIES OF THE CITY OF BASEHOR, KANSAS

Project 1 - Glenwood Estates – Sewer District No. 3	
Construction Cost	$971,197.06
Project 2 – Glenwood Ridge Elementary School	
Construction Cost	$20,170.46
Project 3 – Middle School	
Construction Cost	$48,346.71
Project 4 – Vacant Ground	
Construction Cost	$0
Total Construction Cost (Projects 1-4)	**$1,039,714.23**

Exhibit #4

APPORTIONMENTS FEES TO BE PAID TO THE CITY OF BASEHOR FOR UPSIZING THE PINEHURST LIFTSTATIONTO THE WASTEWATER TREATMENT FACILITIES, CITY OF BASEHOR, KANSAS

Project 1 - Glenwood Estates – Sewer District No. 3	
Pinehurst Upsize Fee (97 lots @ $370 per lot)	$35,890.00
91	
Project 2 – Glenwood Ridge Elementary School	
Pinehurst Upsizing Fee	$1,850.00
Project 3 – Middle School	
Pinehurst Upsizing Fee	$4,440.00
Project 4 – Vacant Ground	
Pinehurst Upsizing Fee	$0.00
Total Upsizing Fees (Projects 1-4)	**$ 42,180.00**

Exhibit 5

TOTALS FEES TO BE PAID TO THE CITY OF BASEHOR AND APPORTIONMENTS FOR THE CONNECTION OF SEWER DISTRICT NO. 3 OF LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT FACILITIES OF THE CITY OF BASEHOR, KANSAS

– Connection Fees	
(From Exhibit #3)	
Glenwood Estates	$443,775.00
Glenwood Ridge Elementary School	$4,575.00
Middle School	$4,575.00
Vacant Ground	$0.00
Total	**$457,500.00**
– Upsizing Fees	
(From Exhibit #4)	
Glenwood Estates	$35,890.00
Glenwood Ridge Elementary School	$1,850.00
Middle School	$4,440.00
Vacant Ground	$0.00
Total	**$42,180.00**
– Vacant Ground	
(From Exhibits #2-#4)	
Construction Cost	$0
Total Projected Loan Costs	**$499,680.00**

Exhibit 6

RECAPP OF TOTALS FEES TO BE PAID TO THE CITY OF BASEHOR AND APPORTIONMENTS FOR THE CONNECTION OF SEWER DISTRICT NO. 3 OF LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT FACILITIES OF THE CITY OF BASEHOR, KANSAS

Project 1 – Glenwood Estates

Design Costs	$137,228.35
Construction Costs	$971,197.06
Connection Fees	$443,775.00
Upsizing Fees	$ 35,890.00
Total	**$1,588,090.41**

Project 2 – Glenwood Ridge Elementary School

Design Costs	$ 2,850.05
Construction Costs	$20,170.46.
Connection Fees	$ 4,575.00
Upsizing Fees	$ 1,850.00
Total	**$29,445.51**

Project 3– Linwood/Basehor Middle School

Design Costs	$ 6,831.30
Construction Costs	$48,346.71
Connection Fees	$ 4,575.00
Upsizing Fees	$ 4,440.00
Total	**$64,193.01**

Project 4 – Vacant Ground

Construction Cost	$0

Total Projected Loan Costs	**$1,681,728.93**

WHAT ARE WE TRYING TO BE ACCOMPLISH?

Determine how to recover costs of a KDHE mandated SD#3 improvement.
Establishing benefiting partners for participation
Determine how we can fairly allocate costs of KDHE mandated improvements
Provide relief to the current SD#3 users.

WHAT'S BEING REQUESTED?

Basehor

Charge in-city connection rates to Sewer District 3, to reduce loan amount

Basehor Connection Fees (96 conections)				
Out=City	$	4,425	$	424,800
In-City	$	2,950	$	283,200
Forgiven Revenue			$	141,600
Retained Revenue			$	**283,200**

School

Continue to commit $200K to reduce the loan amount

County

Commit $194K to reduce the loan amount.
Create a Redevelopment District with contributions off setting the loan.
Allows for recovery of supporters investment over time
Act as the management of the process to insure collection

REASON TO SUPPORT SD#3!

The cost of the improvement places an undo burden on existing SD#3 users.
All three governmental enmities have a role in creating the issue.
Strategic Sewer Plan
KDHE order
Building of new schools
Statutorily responsible to administer
Long term in best interest of all concerned
Provides opportunity for growth
Provide opportunity for new revenues
It's the right thing to do

WHAT'S IN IT FOR BASEHOR?

Provides new revenue for sewer fund.
Demonstrates willingness to provide services for future annexation
Improves likelihood residences will be more favorable to future annexation
Homes Assoc. indicates 70% to 80% willing to support at future date

Displayed below is the effect on the users in SD#3 under the scenarios where no financial assistance is provided to where the school and city participate.

SUMMARY OF ASSISTANCE SCENARIOS				
SCENARIOS	AVG. COST/ CONNECTION /YR	LIFE OF LOAN AVG. COST PER CONNECTION	TOTAL DEBT	LIFE OF LOAN SAVINGS PER USER
No Assistance	$ 828	$ 16,569	$ 1,922,040	$ -
School District Assistance	$ 717	$ 14,331	$ 1,662,360	$ 2,239
School & City Assistance	$ 619	$ 12,387	$ 1,436,920	$ 4,182

ADDITIONAL FEES		1st YEAR PER USER	YEAR 2-20 PER USER
Pinehurst Up charge	$ 8,658	$ 75	
O&M Charges	$ 285	$ 285	$ 285
		$ 360	$ 285

TOTAL ANNUAL COST PER USER		
No Assistance	$ 1,188	$ 1,113
School District Assistance	$ 1,077	$ 1,002
School & City Assistance	$ 979	$ 904

Debt	KDHE					
		Principal	$ 1,373,821			
		Interest	$ 451,019	$ 1,824,840	$ 1,824,840	
	Leavenworth County					
		Principal	$ 300,000			
		Interest	$ 3,015	$ 303,015	$ 303,015	
					$2,127,855	
Pay Back		Lvn County Loai	$ (205,815)			
		Debt Reduction		$ (205,815)		
					$ (205,815)	
		Total Debt			$1,922,040	
Funding Sources	BLSD	Principal	$ 200,000			
	Interest (20 yrs @ 2.72%)	Interest	$ 59,680	$ (259,680)		
	Basehor City		$ 141,600			
	Interest (20 yrs @ 2.72%)		$ 83,840	$ (225,440)		
					$ (485,120)	
	Net Total Debt				$1,436,920	

Impact to SD#3 Users (96+5+15=116)

			Year 1	Year 2	Years 3 - 20
KDOT Debt (20 years)		$1,339,720	$ 577	$ 577	$ 577
Easement Loan - 2 years		$97,200	$ 419	$ 419	$ -
		$1,436,920	$ 996	$ 996	$ 577
Basehor Up charge (Pinehurst Lift Station)	Annual per user				
		$ 8.658			
			$ 75	$ -	$ -
Total Debt Assessment	Annual per user		$ 1,071	$ 996	$ 577

	Annual Maintenance					285		285	285
NEW ANNUAL ASSESSMENT					$	1,356	$	1,281	$ 862
Basehor Connection Fees (96)									
In City	$	2,950	$	283,200					
Out City	$	4,425	$	424,800					
Difference	$	1,475	$	141,600					
Retained Revenue			$	283,200					

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic:
Donahoo Road Improvements

Action Requested:
Discuss Donahoo Road Improvements.

Narrative:
Property owners from the Falcon Lakes subdivision have requested an audience with the City Council to discuss potential improvements to Donahoo Road (between K-7 & 141st). There is currently $56,964 available in the Consolidated Highway Fund for road improvements in the Falcon Lakes subdivision and surrounding area. These funds were generated through Falcon Lakes impact fees.

Presented by:
Terry Hill, Mayor

Administration Recommendation:
Discuss Donahoo Road Improvements.

Committee Recommendation:
N/A

Attachments:
Leavenworth County Interlocal Agreement

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 9.13.11

Re: Donahoo Road Project (141st to K-7)

On September 12, the City Council discussed the Donahoo Road (141st to K-7) as a future Capital Improvement Project. Council selected to discuss the potential project on the upcoming Council meeting.

The project consists of a 24-foot wide roadway that is 780 lineal feet. The project would include a 6" rock base, 8" of asphaltic cement pavement, and storm water system.

The City Council has also expressed interest in the design-build system for the project.

Design-bid-build system is where the City first awards an engineer contract to design the project based on criteria of qualifications and experience of the engineer. After the project is designed, the contractor is awarded the project based on competitive bidding. The City of Basehor has traditionally used the design-bid-build system in the past.

Design-Build system is where the City contracts with a general contractor to do both design and build the project. The City does not separately contract with an engineer firm for the design. The engineer firm is chosen by the contractor.

Pros and Cons to Design-Bid-Build

Pros

- The City selects the engineering firm to design the project. Typically, 10-15% of each construction dollar spent is for design on a project.
- A larger pool of contractors and engineer firms would be able to participate based on less financial risk. The more competitive bidders results in lower costs.

Cons

- The design-bid-build is a slower process than design-bid.
- The construction cost is not certain until construction bids are received.

Pros and Cons to Design-Build

Pros

- The contractor is involved in the design process. The contractor can provide different avenues in constructing a project, which will reflect the total cost of the project.
- By overlapping design and construction phases, the project can usually be built faster than the design-bid-build approach.

Cons

- The City does not select the engineering firm to design the project.
- Design-Build is scope driven. The City losses some control when it enters into a design build contract, because the project will not yet be defined in detail. There are fewer checks and balances than the design-bid-build system.

Recommendation

If the City Council chooses to move forward with the project, Staff recommends using the Design-Bid-Build system. This will allow the City to have more control on the project, choice in the selection of the engineering firm, and enable Staff to work with the engineering firm at different parts of the design to include foresight outside the project for future growth.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 7

Topic: Selection of land for future City Hall.

Action Requested: Consider Crossfirst Holdings site preference.

Narrative:
At the June 6, 2011 work session, Council directed Staff to meet with Crossfirst Holdings, LLC to see if they had any issues with the proposed sites. Crossfirst reviewed the five (5) sites and responded that their preference would be site B. Crossfirst did not have any specific reservation about the other sites.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:
Staff does still feel that any of the sites will work, but site C or D will have the lowest total cost for development.

Committee Recommendation:

Attachments:
8.9.11 Memo (1 page)
7.22.11 Correspondence (3 pages)
5.31.11 Memo (2 pages)
Agreement (4 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 8.9.11

Re: Selection of land for future City Hall.

At the June 6, 2011 work session, Council directed Staff to meet with Crossfirst Holdings, LLC to see if they had any issues with the proposed sites. Crossfirst reviewed the five (5) sites and responded that their preference would be site B. Crossfirst did not have any specific reservation about the other sites. Staff does still feel that any of the sites will work but site C or D will have the lowest total cost for development.

Mitch Pleak

From: Mark Loughry
Sent: Friday, July 22, 2011 2:03 PM
To: Mitch Pleak; Corey Swisher
Subject: FW: Basehor Town Center

Let's see about putting this on for August or September's work session.

Mark Loughry, CPM
City Administrator
(913) 724-1370
City of Basehor
2620 N. 155th St.
PO Box 406
Basehor, KS 66007
mloughry@cityofbasehor.org
www.cityofbasehor.org

From: Dave Alley [mailto:Dave.Alley@CrossFirstbank.com]
Sent: Friday, July 22, 2011 1:19 PM
To: Mark Loughry
Subject: RE: Basehor Town Center

I thought we had responded. Our choice was option #2

From: Mark Loughry [mailto:mloughry@cityofbasehor.org]
Sent: Friday, July 22, 2011 1:17 PM
To: 'Mark Loughry'; Greg Sims
Cc: Dave Alley
Subject: RE: Basehor Town Center

Greg any update on this?

Mark Loughry, CPM
City Administrator
(913) 724-1370
City of Basehor
2620 N. 155th St.
PO Box 406
Basehor, KS 66007
mloughry@cityofbasehor.org
www.cityofbasehor.org

From: Mark Loughry
Sent: Tuesday, June 14, 2011 8:47 AM
To: Greg Sims
Cc: Dave Alley
Subject: RE: Basehor Town Center

Hope this works for you.

Mark Loughry, CPM
City Administrator
(913) 724-1370
City of Basehor
2620 N. 155th St.
PO Box 406
Basehor, KS 66007
mloughry@cityofbasehor.org
www.cityofbasehor.org

From: Greg Sims [mailto:Greg.Sims@CrossFirstbank.com]
Sent: Monday, June 13, 2011 4:12 PM
To: Mark Loughry
Cc: Dave Alley
Subject: RE: Basehor Town Center

Mark,

I received your phone message and, as requested, we'll review all the options proposed by the city. Along those lines, can we get a digital version of the map as we discussed in your office? It will be easier to circulate.

Thanks,

Greg

Greg Sims | Senior Vice President & Chief Credit Officer
President, CrossFirst Special Assets
Ph: 913-754-9715 | Cell: 913-991-3919 | Fax: 913-327-1214

Serving People in Extraordinary Ways

CrossFirst Bank | 4707 W. 135th Street | Leawood, Kansas 66224 | Main: 913-327-1212

From: Mark Loughry [mailto:cityadm@cityofbasehor.org]
Sent: Wednesday, June 08, 2011 2:33 PM
To: Greg Sims
Subject: Basehor Town Center

Greg as part of our agreement with Crossfirst dated October 10th, 2010 the City can select five acres of land somewhere in the development that is mutually agreeable to both parties. The intent is to use this land for a new municipal building at some point in the future. The City Council has identified a tract of ground that would be agreeable to them and I would like to sit down with you and whomever else needs to be a part of the meeting and discuss this to see if you are agreeable with the tract selected. Call me with questions or email me.

Mark Loughry, CPM
City Administrator
(913) 724-1370

City of Basehor
2620 N. 155th St.
PO Box 406
Basehor, KS 66007
mloughry@cityofbasehor.org
www.cityofbasehor.org

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 5.31.11

Re: Selection of land for future City Hall.

As part of the agreement with Crossfirst Holdings, LLC, the City of Basehor is granted five (5) acres of its choosing within Basehor Town Center development. Attached is a layout with five (5) proposed locations. Each location consists of five (5) acres besides Location A which is three (3) acres. The pros/cons per site location are

Location A:

- The site abuts 155th Street.
- The site size will be limited to three (3) acres due to existing infrastructure and limitations within the Crossfirst's holdings.
- Additional expense in demolition during construction.

Location B:

- Additional expense in demolition during construction.
- Additional expense in the site for the existing detention pond.

Location C:

- Located near the highest point within the subject area and will have minimal expense in storm water facilities.
- Protected left turn before the East most roundabout into the site.

Location D:

- Public will have to maneuver through two (2) roundabouts.
- Located near the highest point within the subject area and will have minimal expense in storm water facilities.

Location E:

- Additional expense for the existing curb inlet drainage from the street to the detention pond.
- Additional expense for storm water detention.

Staff recommends locations C or D for the future City Hall site.

A
B
C
D
E
155th St

2010R08979 16
Doc #: 2010R08979
STACY R. DRISCOLL/REGISTER OF
LEAVENWORTH COUNTY
RECORDED ON
10/26/2010 08:20AM
RECORDING FEE: 76.00
INDEBTEDNESS: 0.00
PAGES: 18

MEMORANDUM OF AGREEMENTS

This Memorandum is entered into as of the 25 day of October, 2010, by and between **CrossFirst Holdings, LLC**, a Kansas limited liability company ("CrossFirst") and **The City of Basehor, Kansas**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the third class ("City").

WHEREAS, the City is the owner of the real property described on **Exhibit A** attached hereto and made a part hereof, and shown on **Exhibit A-1** attached hereto and made a part hereof ("City Property"); and

WHEREAS, CrossFirst is the owner of the real property described on **Exhibit B** attached hereto and made a part hereof and shown on **Exhibit B-1** attached hereto and made a part hereof ("CrossFirst Property"); and

WHEREAS, the City and CrossFirst are parties to two Agreements dated September 22, 2010 referred to herein as the "Green Space Agreement" and the "Boulevard Agreement" (and collectively the "Agreements") which pertain to future rights and obligations of the parties concerning the City Property and CrossFirst Property; and

WHEREAS, CrossFirst holds a Certificate of Purchase to the real property legally described on **Exhibit C** attached hereto and made a part hereof, and shown on **Exhibit C-1** attached hereto and made a part hereof, subject to a 12 month right of redemption in Jerry E. Mussett and Ruth Mussett ("Mussett Property") as provided in Case No. 2009-CV-375 in the District Court of Leavenworth County, Kansas; and

WHEREAS, the parties desire to record this Memorandum to put future buyers, tenants, occupants, owners, and others on notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreements are in full force and effect and are intended to be an encumbrance upon the City Property and CrossFirst Property. The Agreement and this Memorandum shall run with the land and be binding upon the City, CrossFirst, and their respective successors, assigns, and transferees.

2. (a) The Green Space Agreement provides, in part, the following agreements between the parties:

(i) CrossFirst is to convey to the City the real property shown on **Exhibit A-1** and legally described and identified as Tract 2 on **Exhibit A** attached hereto and made a part hereof ("Green Space Property") as payment in full and satisfaction of "any and all obligations required by the City to pay any park fees as a condition to approving a plat submitted by CrossFirst of all or any portion" of the CrossFirst Property or Mussett Property (if CrossFirst takes title to the Mussett Property). CrossFirst has satisfied this obligation contemporaneous with the execution of this Memorandum.

(i) CrossFirst is to convey to the City approximately five (5) acres of land ("Future City Site") within the CrossFirst Property for use by the City as a municipal building used for non-industrial purposes, with said location to be designated and mutually agreeable to the City and CrossFirst. The Agreement also provides that the deed to the City shall include an obligation of the City to pay CrossFirst an amount equal to the fair market value of the Future City Site in the event the City sells the Future City Site or ceases to use the Future City Site for non-industrial municipal purposes.

(b) The Boulevard Agreement provides, in part, the following agreements between the parties:

(i) CrossFirst is to execute any plat of Basehor Boulevard and certain easements described in the Agreement presented by the City.

(ii) The City has paid, contemporaneous with the execution of this Memorandum, a purchase price for CrossFirst to quit claim certain property described therein to the City.

(iii) The City agreed to cause the assessments pertaining to the Basehor Town Center Improvement District (Resolution Nos. 2008-07 and 2008-08) to be extended so that the assessments are not due until December 20, 2012.

3. In the event Jerry E. Mussett and Ruth Mussett properly redeem the Mussett Property and CrossFirst relinquishes its rights to the Mussett Property, the Agreements and this Memorandum shall be automatically released and terminated as an encumbrance on the Mussett Property. In the event CrossFirst acquires title to the Mussett Property, the Agreements and this Memorandum shall remain an encumbrance on the Mussett Property.

4. The Agreements shall expire and terminate without further notice, and this Memorandum shall expire and terminate at such time as CrossFirst and the City perform their obligations under the Agreements. Each party agrees to provide written acknowledgement at the request of the other party of the status of each party's performance and obligations under the Agreements within fifteen (15) days after receipt of a written request.

5. An original or copy of the Agreements shall be within the possession of the City and CrossFirst.

6. In the event of any conflict between the Agreements and this Memorandum, the Agreements shall be deemed to control as this Memorandum is solely for the purpose of providing notice of the existence of the Agreements.

IN WITNESS WHEREOF, the parties have set their hands on the date shown above.

CrossFirst Holdings, LLC

By _____
Name David L. O'Toole
Title CFO

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 19th day of October, 2010, before me appeared David L. O'Toole, to me personally known, who, being by me duly sworn, did say that he is a CFO of **CrossFirst Holdings, LLC**, a Kansas limited liability company, and that said instrument was signed on behalf of said limited liability company, and said David L. O'Toole acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

_____
Notary Public

Print Name: Joy E Campbell

My commission expires:

10/30/2012

NOTARY PUBLIC - State of Kansas
JOY E. CAMPBELL
My Appt Expires 10/30/2012

The City of Basehor, Kansas

By _____
Mark Loughry, City Administrator

(SEAL)
ATTEST:

_____
COREY SWISHER, City Clerk

APPROVED AS TO FORM:

_____
PATRICK G. REAVEY, City Attorney

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 25th day of October, 2010, before me appeared Mark E. Loughry, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of **The City of Basehor, Kansas**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the third class, and that said instrument was signed on behalf of said municipal corporation pursuant to the Agreements this Memorandum references, and said Mark E. Loughry acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

Katherine M. Renn
Official Seal
Notary Public, State of Kansas
My Commission Expires
3/17/2014

_____
Notary Public

Print Name: Katherine M. Renn

My commission expires:

3-17-2014

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 8

Topic: 2012 Corridor Management Construction Project Program

Action Requested: Consider submitting an application for the 2012 Corridor Management Construction Project Program.

Narrative:
August 1, 2011 Kansas Department of Transportation (KDOT) notified Kansas communities of the 2011 application for corridor funds. As part of the Corridor Management Construction Project program, KDOT will participate in funding the construction phase of selected projects at 100%, up to a maximum of $2,000,000. Other associated project costs such as Preliminary Engineering, Right of Way Acquisitions, Utility Relocations, Permits and Construction Engineering are not eligible for reimbursement under the Corridor Management Program. The application is due by Tuesday, November 1, 2011.

On September 12, the Council showed interest in the following projects:

- US 24/40 deceleration lane at 150th Street for the north leg.
- 155th Street (US 24/40 to Wolf Creek Parkway).
- 158th Street (US 24/40 to Wolf Creek Parkway).
- 170th Street into Honey Creek Subdivision.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:
KDOT has yet to clarify on how many projects that may be submitted to the application. Staff suggests the following projects:

- US 24/40 deceleration lane at 150th Street for the north leg.
- 155th Street (US 24/40 to Wolf Creek Parkway).
- 158th Street (US 24/40 to Wolf Creek Parkway).

Staff has not completed a cost estimate on the projects to date.

Committee Recommendation:

Attachments:
9.14.11 Memo (1 page)
8.31.11 KDOT Letter (1 page)
US 24/40 Corridor Study Information (5 pages)
2012 Capital Improvement Plan (1 page)
Application (5 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 9.14.11

Re: 2012 Corridor Management Construction Project Program

August 1, 2011 Kansas Department of Transportation (KDOT) notified Kansas communities of the 2011 application for corridor funds. As part of the Corridor Management Construction Project program, KDOT will participate in funding the construction phase of selected projects at 100%, up to a maximum of $2,000,000. Other associated project costs such as Preliminary Engineering, Right of Way Acquisitions, Utility Relocations, Permits and Construction Engineering are not eligible for reimbursement under the Corridor Management Program. The application is due by Tuesday, November 1, 2011.

KDOT has include 155th Street from US 24/40 to Wolf Creek Parkway to the US 24/40 Corridor Study. 155th Street north of Wolf Creek Parkway is not eligible for Corridor funds.

Staff has yet to receive information from KDOT concerning the submission of multiple projects to the application.

On September 12, the Council showed interest in the following projects:

- US 24/40 deceleration lane at 150th Street for the north leg.
- 155th Street (US 24/40 to Wolf Creek Parkway)
- 158th Street (US 24/40 to Wolf Creek Parkway)
- 170th Street into Honey Creek Subdivision.

Staff has been in communication with KDOT concerning the intersection of 170th Street and US 24/40. Per the Honey Creek plat report, 170th Street would be a dead end until the adjacent property to the west was developed. Staff has brought the possibility to KDOT to finish the project before the land to the west is developed. Staff is awaiting KDOT's comments. Staff does not recommend including this project for the application until an official comment from KDOT is received.

The right turn lane to the 150th Street north bound is a noted improvement within the US 24/40 Corridor Study.

Staff suggests the following projects:

- US 24/40 deceleration lane at 150th Street for the north leg.
- 155th Street (US 24/40 to Wolf Creek Parkway)
- 158th Street (US 24/40 to Wolf Creek Parkway)

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Deb Miller, Secretary
Dennis R Slimmer, P.E., Chief

Kansas
Department of Transportation
Bureau of Transportation Planning

Phone: 785-296-3841
Fax: 785-296-0963
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org
Sam Brownback, Governor

August 1, 2011

Ms. Angie Solberg
Zoning/Codes Administrator
2620 N 155th St
Basehor, Kansas 66007-9250

Dear Ms. Angie Solberg,

The Kansas Department of Transportation's (KDOT's) Corridor Management Construction Project program is designed to assist our local partners in implementing the recommendations of a KDOT Corridor Management Plan, a KDOT Area Transportation Plan, a KDOT Access Management Plan or a KDOT Corridor Master Plan. Those Agencies, who have executed an Agreement as part of a Plan and want to construct a project that implements the recommendations of their Plan, are invited to submit applications for funding in FY 2014.

As part of the Corridor Management Construction Project program, KDOT will participate in funding the **construction phase** of selected projects at 100%, up to a maximum of $2,000,000. Other associated project costs such as Preliminary Engineering (PE), Right of Way Acquisitions, Utility Relocations, Permits and Construction Engineering (CE) are not eligible for reimbursement under the Corridor Management Program.

Please review the enclosed application instructions and complete the application for your desired project. Submit the application and required supplemental narrative, per instructions, to the Corridor Management Engineer for review and recommendation no later than Tuesday, November 1, 2011.

KDOT regards the Corridor Management Program as an important component of our overall effort to manage and improve critical corridors in Kansas. We look forward to continued productive partnerships. Please feel free to contact me at 785-368-7099 with any questions.

Sincerely,

Jessica Upchurch

Jessica Upchurch, P.E.
Corridor Management Engineer
jessicau@ksdot.org

Enclosure

Capital Improvement Plan

DEPARTMENT	PROJECT	2011	2012	2013	2014	2015	2016	CITY SHARE	CITY SOURCE	OUTSIDE SHARE	OUTSIDE SOURCE	GRAND TOTAL
Public Works												
Street												
	Wolf Creek Parkway (158th to 155th)	$ 116,500	$ 1,128,313					$ 244,813	Cons. Hwy Fund	$ 1,000,000	KDOT	$ 1,244,813
	150th - Parallel to Craig	$ 1,800						$ 1,800				$ 1,800
	K-7 to Donahoo Road Left Turn Lane	$ 30,000						$ 30,000		$ 1,091,000	KDOT,FED,County	$ 1,121,000
								$ -				$ -
								$ -				$ -
								$ -				$ -
								$ -				$ -
								$ -				$ -
Category Yearly Subtotal:		$ 148,300	$ 1,128,313	$ -	$ -	$ -		$ 276,613		$ 2,091,000		$ 2,367,613

Public Works Project Queue	Total
147th - State Ave. to Parallel Rd. - Asphalt/Bridge	$ 7,500,000
147th - Parallel Rd. to Leavenworth Rd. - Chip & Seal	$ 690,000
147th - Leavenworth Rd. to Donahoo Rd. - Chip & Seal	$ 690,000
147th - Donahoo Rd. to Hollingsworth Rd. - Chip & Seal	$ 690,000
142nd - State Ave. to Parallel Rd. - Asphalt	$ 5,826,000
Parallel Rd. - 155th to 158th - Chip & Seal	$ 268,000
Parallel Rd. - 158th to 163rd - Chip & Seal	$ 427,000
Intersection - 155th & Parallel Rd. - Asphalt	$ 1,127,816
155th - Parallel to Elm - Asphalt	$ 1,521,582
155th - 24/40 to Parallel - Asphalt	$ 4,220,206
Various Sidewalk Projects	$ 2,000,000
	$ 24,960,604

SEWER												
								$ -				$ -
								$ -				$ -

Sanitary Sewer Project Queue	Total
Sanitary Sewer Master Plan	$ 150,000
	$ 150,000

Category Yearly Subtotal:		$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ -
Facility												
								$ -				$ -
								$ -				$ -
								$ -				$ -
Category Yearly Subtotal:		$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ -

Public Works Project Queue	Total
City Hall	$ 1,500,000
	$ 1,500,000

Grand Total		$ 148,300	$ 1,128,313	$ -	$ -	$ -	$ -	$ 276,613		$ 2,091,000		$ 2,367,613

Total of Projects in Queue	$ 26,610,604

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
Bureau of Transportation Planning

Phone: 785-296-3841
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Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

Deb Miller, Secretary
Dennis R Slimmer, P.E., Chief
Sam Brownback, Governor

August 31, 2011

Mitch Pleak, City Engineer
City of Basehor
2620 N 155th St
PO Box 406
Basehor, KS 66007

Dear Mr. Pleak,

At your request, we have reviewed the function of 155th Street as it relates to the US-24/40 Leavenworth County Corridor Study. We have identified the following as potential projects on 155th Street that would meet the *Corridor Management Call for Projects* funding requirements:

- Improvements at the intersection of US-24 and 155th Street would be eligible for Corridor funds.
- Improvements at the intersection of 155th Street and the future Wolf Creek parkway would be eligible for Corridor Funds.
- Any improvements made on 155th Street outside these two intersection functional areas will not be eligible for Corridor Funds.

Thank you for your participation in the Corridor Management Program. Please feel free to call me at (785) 368-7099 if you have any questions or are in need of assistance.

Sincerely,

Jessica Upchurch, P.E.
Access Management Engineer

c: Clay Adams P.E., District One Engineer
Jim Pickett P.E., Area Three Engineer

Interim Access & Traffic Management Plan

Given the current lack of funding to build the permanent improvements, interim improvements should be implemented as needed to address safety issues that arise and to accommodate the growing traffic demands. Typical interim improvements include:

- **the relocation of existing traffic signals, and the addition of new traffic signals (only where legal warrants for signal installation are met),**
- **targeted widening of US 24/40 Highway to install a center turn lane or a median,**
- **removal of median breaks, and**
- **the addition of turn lanes at intersections.**

The interim (short range) Access and Traffic Management Plan is intended to provide mitigation for existing access and traffic management deficiencies. It is not the intent to deprive existing properties access, but is intended to improve the safety for the motoring public. Interim improvements are enhancements that can be implemented in less than a year's time, and can continue to be implemented until the ultimate plan is realized. The time line for implementation is dependent on local priorities and availability of funding. The appropriate jurisdictions should pursue these opportunities as funding allows, recognizing that implementation of the projects will result in enhancement of safety and mobility in the corridor.

The ***Highway Capacity Manual*** states that the travel speed on a multilane highway decreases by 2.5 mph for every 10 access points in one direction. Thus, the greater the number of driveways and street cuts onto US 24/40 Highway, the slower the resulting travel speed will be. Because a number of properties with access directly onto the highway possess multiple drives and access to adjacent roadways, the number of driveways accessing the highway could be reduced significantly without damaging the property owners' abilities to access their property. It should be noted that acquisition of access rights for superfluous driveways can be a time consuming and costly endeavor, and can sometimes leave property owners dissatisfied. Implementation of an interim access management plan will require individual discussions and negotiations with property owners to identify and address their concerns.

The Short-Range Traffic and Access Management Opportunities are summarized in **Table 7-4** and presented graphically in **Figures 7-3 to 7-7**.

Table 7.4: Interim Improvement Opportunities

Project	Description	Location	Jurisdiction
Consolidate Private Driveways	Owners may voluntarily cooperate with KDOT and local governments to consolidate multiple drives on their own property, share drives with adjacent property owners, or relocate drives to other roads to reduce the number of driveways onto US 24/40 Highway.	Multiple Locations	KDOT / Local
Relocate Traffic Signal	Remove existing signal that does not meet legal warrants at Tonganoxie High School entrance and relocate to the intersection at US 24/40 Highway / Main Street.	Tonganoxie High School Entrance and Main Street	KDOT / Tonganoxie
Intersection Study	Signal at 155th Street to remain after signals are installed at 150th Street and 158th Street. Since the signal at 155th Street results in less than the desired one-mile spacing between full access intersections on the corridor it will be monitored in the future for safety issues.	150th to 158th	KDOT / Basehor
	Construct parallel collector street on north side of US 24/40 between 158th Street and 150th Street. Accident history at 158th Street should be addressed.		
Alter On-site Traffic Circulation	Alter the on-site school traffic circulation to direct exiting traffic to Main Street where vehicles would make use of the Main Street traffic controlled intersection to access the highway.	Tonganoxie High School	KDOT / Local
New Traffic Signals	Install traffic signals at intersections along US 24/40 Highway locations warranted based on existing traffic counts and consistent with **Figure 7-2**.	Multiple Locations	All Parties
Auxiliary Left Turn Lanes	Install auxiliary left turn lanes at intersections along US 24/40 Highway	174th Street	KDOT / Leavenworth Co.
		142nd Street	KDOT / Basehor / Leavenworth Co.
Widening for Center Turn Lane	Widen existing highway to install a center turn lane to remove turning vehicles from through lanes for existing full access driveways and street intersections. Acquire adjacent right-of-way through site plan approval process.	US 24/40 Hwy from Smiley Road to E 14th Street	KDOT / Tonganoxie
Auxiliary Right Turn Lanes	Install auxiliary right turn lanes at intersections along US 24/40 Highway.	198th Street 182nd Street 174th Street 166th Street 150th Street 142nd Street	KDOT / Leavenworth Co. / Basehor

Project	Description	Location	Jurisdiction
Supporting Local and Collector Streets	Construct supporting local and collector streets to provide property access.	As noted in Figures 7-3, 7-4, 7-6, and 7-7	Tonganoxie/ Basehor
Median Closures	Median closures may be implemented by KDOT based on accident experience or in the implementation of the Corridor Plan.	Corridor-wide	KDOT
Acquire Right-of-Way on Intersecting Arterial Streets	Acquire 120' of right-of-way for designated intersecting arterial streets through site plan approval process.	Honey Creek Road 14th Street 21st Street Main Street Laming Road 206th Street 198th Street 182nd Street 174th Street 166th Street 158th Street 150th Street 142nd Street	Leavenworth Co. / Tonganoxie / Basehor

The western portion of the corridor through the original town area of Tonganoxie has the highest density of access to US 24/40 Highway in the corridor. The highway segment south of Smiley Road to E 12th Street should be widened in the short term to provide a center turn lane as depicted in Figures 7-3 and 7-4. The construction of a center turn lane may provide some traffic operation and safety benefits. A center turn lane would provide refuge for left turning traffic out of the path of through traffic. Potential consolidation of access has also been identified within this section.

Once traffic volumes increase sufficiently to justify two through lanes in each direction, the center turn lane should be replaced with a raised median from Stone Creek Drive to E 14th Street to provide the access spacing as indicated by Figure 7-2.

The construction of the median throughout the corridor could provide greater traffic operation and safety benefits than would a center turn lane in that it would reduce the number of conflict points for each full access driveway or intersection from 36 to 2 for a right turn only driveway or intersection. This would significantly reduce the opportunity for accidents and traffic conflicts.

Figure 7-6: Short-Range Traffic & Access Management Opportunities

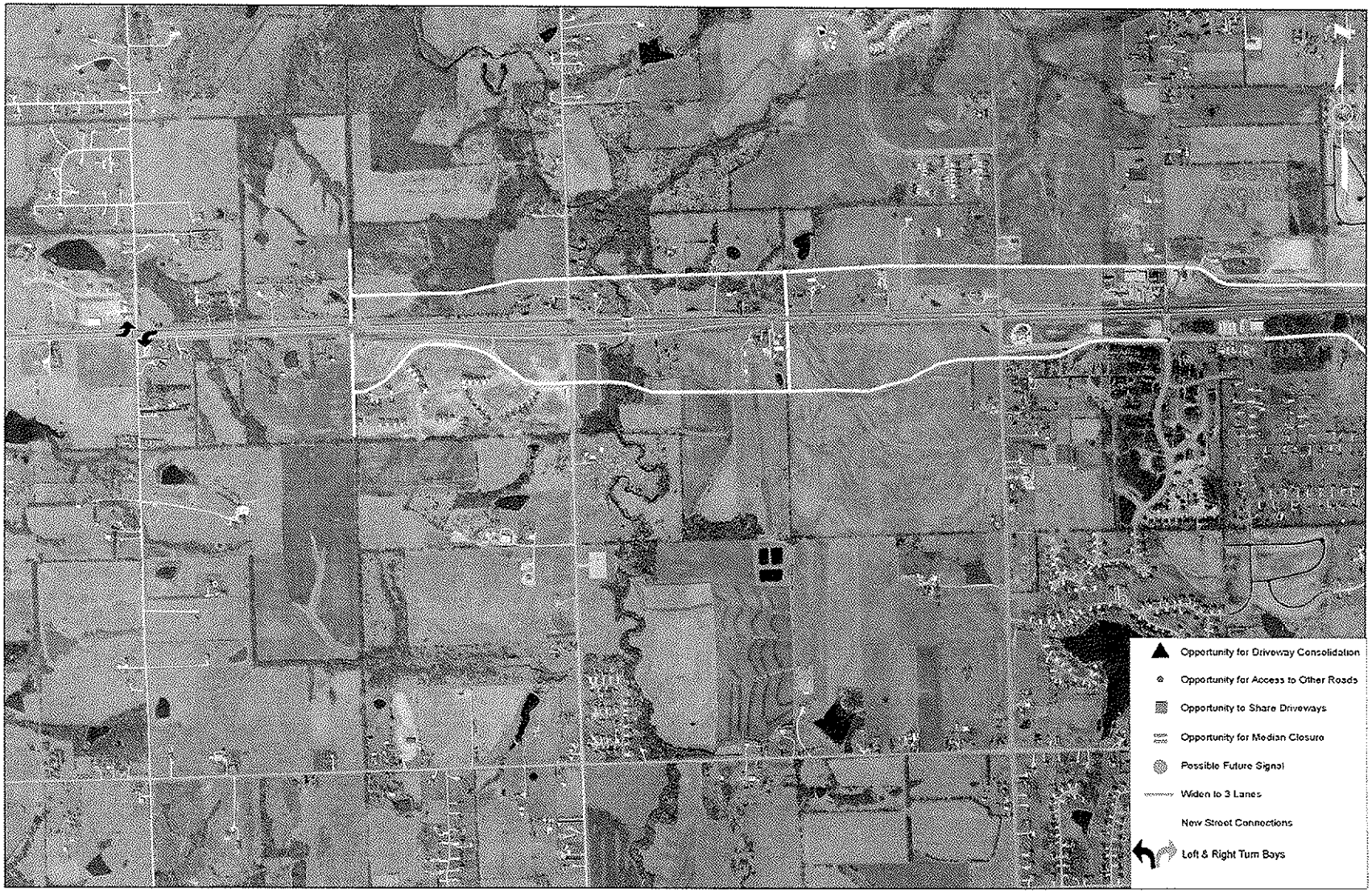
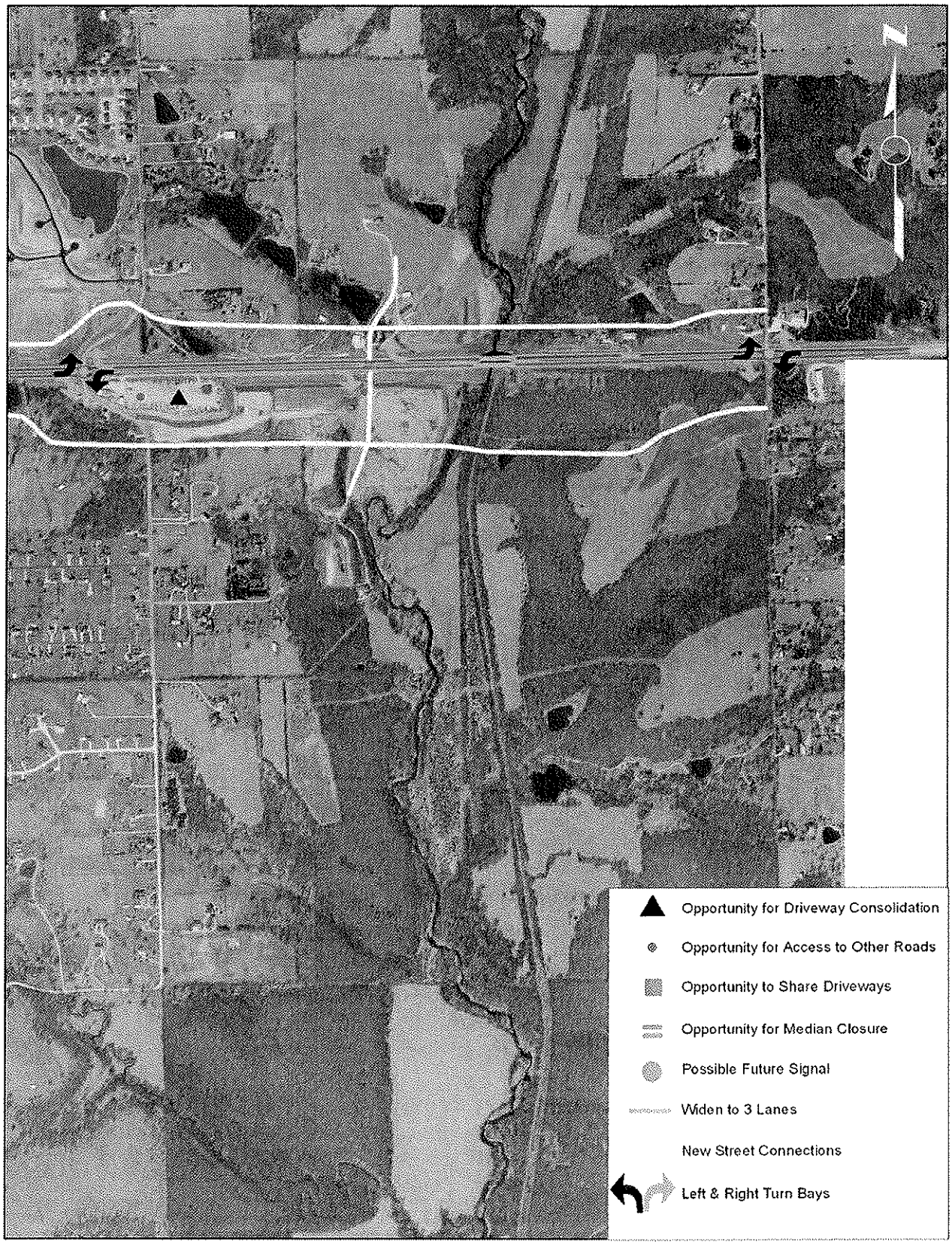


Figure 7-7: Short-Range Traffic & Access Management Opportunities



Kansas
Department of Transportation

Corridor Management Construction Project Application Instructions August 2011

T WORKS

This application is for projects to be let in FY 2014. Applications must be submitted to the Corridor Management Engineer by the close of business on November 1, 2011, to be eligible.

ELIGIBILITY

To be eligible for Corridor Management Funds an applicant must have:

- Executed an Agreement as part of a KDOT Corridor Management Plan, KDOT Access Management Plan or KDOT Corridor Master Plan.
- A proposed project that implements the recommendations of their plan.
- Documentation showing separate funding has been secured for Preliminary Engineering (PE), Right of Way Acquisitions, Utility Relocations, Permits and Construction Engineering (CE).

PARTICIPATION

KDOT will participate in funding the **Construction Phase** of selected projects at 100%, up to a maximum of $2,000,000. Other associated project costs such as Preliminary Engineering (PE), Right of Way Acquisitions, Utility Relocations, Permits and Construction Engineering (CE) are not eligible for reimbursement under the Corridor Management Program.

FUNDING METHOD

This is **not a grant program**. The program functions as a **State reimbursement program**. The local public authority (LPA) will be required to enter into a contract with KDOT in which the LPA will agree to let the project and pay the contractor as work is performed. The LPA will then submit proper proof of payment to KDOT for reimbursement. KDOT will reimburse the LPA as the bills are submitted.

The LPA will be responsible for meeting all requirements of the project contract and for following the Corridor Management Construction Project Guidelines before funds will be allocated to the project. **All projects must be completed no later than three years following the date of the signed contract unless otherwise noted in the contract.**

SUPPLEMENTAL NARRATIVE

In addition to the application form, the applicant will provide a supplemental narrative which needs to include:

- A detailed explanation of the work proposed and how this work will implement the Corridor Management Plan, the Access Management Plan or the Corridor Master Plan. Include drawings, cost estimates and any other available pertinent information.
- Documentation showing the necessary funding to complete the project has been or will be obtained. For example, statements from the LPA's governing body declaring the local's portion of the funds for the project have been committed.
- A project schedule including a project let date and a project completion date.

- Information on who will be designing the project. If an engineering firm has been hired to design the project, provide the consultant contact information and a copy of the project scope of services.
- Information on any known projects, KDOT or otherwise, that may require coordination. Include the project location, scope and project manager's contact information.
- Any additional pertinent information the applicant would like to provide.

The LPA may also include letters of support from local businesses or corridor plan partners.

APPLICATION

The application should be completed and submitted to the KDOT Corridor Management Engineer (see contact information below). If submitting by email, title the subject as follows:

"CM Construction Application FY 2014"

PROJECT SELECTION

The Corridor Management Engineer will review the project applications and make recommendations to the District Engineer and the Corridor Management Administrator. Together, they will select the projects to be funded based on eligibility requirements being met and the amount of available state funds. The Corridor Management Engineer will send a letter to the LPA notifying them of their selections no later than February 1, 2012.

CONTACT PERSON

If there are any questions on the application or if further information is needed to complete the application please contact:

Jessica Upchurch, P.E.
Corridor Management Engineer
Eisenhower State Office Building 2nd Floor
700 SW Harrison Street
Topeka, KS 66603-3745
785-368-7099
jessicau@ksdot.org

Kansas
Department of Transportation

CORRIDOR MANAGEMENT CONSTRUCTION PROJECT

Fiscal Year 2014
Submittal Date: November 1, 2011

T WORKS

1. **General Applicant Information**

   a. Local Public Authority: _____

   b. Primary Contact Person: _____

      Title: _____

      Address: _____

      Phone Number: _____

      Email: _____

   c. Secondary Contact Person: _____

      Title: _____

      Address: _____

      Phone Number: _____

      Email: _____

2. **Project Location and Description**

   a. Project Location: _____

      _____

      _____

   b. Project Length: _____

   c. Project Scope: _____

      _____

      _____

      _____

      _____

3. **Estimated Cost of the Project**

a. Construction: _____

b. Preliminary Engineering (PE): _____

c. Construction Engineering (CE): _____

d. Right of Way Acquisition: _____

e. Utility Relocation: _____

f. Total Estimated Cost : *(Sum of Lines a thru e)* _____

g. Total Requested from State: *(Line a)* * _____

h. Local Responsibility : *(Subtract Line g from Line f)* _____

*** Amount requested from state cannot exceed any of the following:**

- **$2,000,000**
- **Construction Cost** *(Line a)*

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 9

Topic: 2011 Appropriations Act – TIGER III

Action Requested: Consider submitting an application to the TIGER III.

Narrative:
In June of 2011, the Federal Government has added a third Transportation Investment Generating Economic Recovery (TIGER) request for projects. Eligible applicants include states, local governments, transit agencies or collaboration among such entities. The City may submit three (3) applications for the grant. Eligible projects include, but are not limited to: Highway or bridge projects, public transportation projects, passenger and freight rail transportation projects, and port infrastructure investments. The City of Basehor is considered a rural area. In rural areas projects can range from $1 million to $10 million. There is no match requirement for rural areas. A voluntary match does increase the applicant's chances to receive funding. Pre-applications are due on October 3rd, 2011 and final applications are due by October 31st, 2011.

On September 12, the City Council directed Staff in preparing three (3) projects to consider at the September 19th Council meeting.

Presented by: Mitch Pleak, City Engineer
Staff recommends the following projects:

- 155th Street (US 24/40 to Elm Street). Estimated project cost is $6.9 million.
- 158th Street (US 24/40 to Parallel). Estimated project cost is $3.6 million.
- 147th Street (US 24/40 to Parallel Road). Estimated project cost is $7.5 million.

Administration Recommendation:

Committee Recommendation:

Attachments:
8.15.11 Memo (1 page)
2011 TIGER III Fact Sheet (1 page)
2012 Capital Improvement Plan (1 page)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 9.14.11

Re: 2011 Appropriations Act – TIGER III

In June of 2011, the Federal Government has added a third Transportation Investment Generating Economic Recovery (TIGER) request for projects. Eligible applicants include states, local governments, transit agencies or collaboration among such entities. The City may submit three (3) applications for the grant. Eligible projects include, but are not limited to: Highway or bridge projects, public transportation projects, passenger and freight rail transportation projects, and port infrastructure investments. The City of Basehor is considered a rural area according to the 2000 Census Bureau. There is a $10 million minimum for projects in urban areas and a $1 million minimum for projects in rural areas. There is a $10 million ceiling for rural areas. There is no match requirement for rural areas. A voluntary match does increases chances to receive a funding. Pre-applications are due on October 3rd, 2011 and final applications are due by October 31st, 2011.

On September 12, City Council directed Staff in preparing three (3) projects to consider at the next Council meeting. Staff recommends the following:

- 155th Street (US 24/40 to Elm Street). This project is part of the Capital Improvement Plan (CIP) program. This project would provide infrastructure improvements to both residential/commercial properties, increase pedestrian resources, and provide traffic congestion relieve. Estimated project cost is $6.9 million.
- 158th Street (US 24/40 to Parallel). This project would provide infrastructure improvements to the existing and future residential/commercial properties. Once the traffic light at 158th Street is constructed, vehicle trips on 158th Street will increase. Estimated project cost is $3.6 million.

- 147th Street (US 24/40 to Parallel Road). This project is part of the CIP program. The land within this project is located in the City limits with the majority of the property being land locked. The project would provide an increase in residential, commercial, and industrial properties. Estimated project cost is $7.5 million.

2011 Appropriations Act or TIGER III Fact Sheet

Purpose: To make discretionary grants on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region.
Amount appropriated: $527 million of which at least $140 million shall be for projects in rural areas. Up to $150 million may be used to pay the subsidy and administrative costs of costs eligible for credit assistance under chapter 6 (TIFIA) of title 23, United States Code. Up to $25 million may be retained by the Secretary to fund the award and oversight of the grants. Unlike the TIGER II grants in FY 2010, there is **no setaside for planning grants**.

Period of availability: Through September 30, 2013 – **Funds have to be obligated by this date**.

Federal share: Up to 80 percent except in rural areas where federal share is up to 100 percent.

Eligible applicants: States, local governments, transit agencies or collaboration among such entities. Up to 3 applications per organization may be submitted.

Eligible projects include, but are not limited to:

- Highway or bridge projects eligible under title 23, United States Code
- Public transportation projects eligible under chapter 53 of title 49, United States Code
- Passenger and freight rail transportation projects
- Port infrastructure investments

Size of grant:

- Minimum $10 million, except $1 million in rural areas
- Maximum, $200 million
- At least $140 million must be spent in rural areas

Equity: The Secretary shall ensure an equitable geographic distribution of funds, an appropriate balance in addressing the needs of urban and rural areas, and the investment in a variety of transportation modes. Note more than 25 percent of the funds made available may be awarded to projects in a single State.

Requirements: Subchapter IV of chapter 31 of title 40, United States Code (Davis Bacon)

Timeline:

- August 22nd – Pre-Application Registration
- October 3rd – Pre-Applications Due
- October 4th – Final Applications Due
- October 31st – Final Applications Due
- September 30, 2012 – DOT must have TIGER dollars obligated

Interesting Facts:

- TIGER I appropriated $1.5 Billion in 2009.....1,457 Applications Received...over $59.07 B requested....Average Award over $29 million
- TIGER II appropriated $600 Million in 2010.....1,000 Capital Applications...over $19 B....Average Award $13 million....42 Capital Projects and 33 Planning Projects Selected
- TIGER III appropriated $527 Million in 2011.....?.....Average Award Likely less than $20 million
- In the first round, TIGER I grantees who were awarded TIGER grants delivered $3 for every $1 of TIGER

Capital Improvement Plan

DEPARTMENT	PROJECT	2011	2012	2013	2014	2015	2016	CITY SHARE	CITY SOURCE	OUTSIDE SHARE	OUTSIDE SOURCE	GRAND TOTAL
Public Works												
Street												
	Wolf Creek Parkway (158th to 155th)	$ 116,500	$ 1,128,313					$ 244,813	Cons. Hwy Fund	$ 1,000,000	KDOT	$ 1,244,813
	150th - Parallel to Craig	$ 1,800						$ 1,800				$ 1,800
	K-7 to Donahoo Road Left Turn Lane	$ 30,000						$ 30,000		$ 1,091,000	KDOT,FED,County	$ 1,121,000
								$ -				$ -
								$ -				$ -
								$ -				$ -
								$ -				$ -
								$ -				$ -
Category Yearly Subtotal:		$ 148,300	$ 1,128,313	$ -	$ -	$ -		$ 276,613		$ 2,091,000		$ 2,367,613

Public Works Project Queue	Total
147th - State Ave. to Parallel Rd. - Asphalt/Bridge	$ 7,500,000
147th - Parallel Rd. to Leavenworth Rd. - Chip & Seal	$ 690,000
147th - Leavenworth Rd. to Donahoo Rd. - Chip & Seal	$ 690,000
147th - Donahoo Rd. to Hollingsworth Rd. - Chip & Seal	$ 690,000
142nd - State Ave. to Parallel Rd. - Asphalt	$ 5,826,000
Parallel Rd. - 155th to 158th - Chip & Seal	$ 268,000
Parallel Rd. - 158th to 163rd - Chip & Seal	$ 427,000
Intersection - 155th & Parallel Rd. - Asphalt	$ 1,127,816
155th - Parallel to Elm - Asphalt	$ 1,521,582
155th - 24/40 to Parallel - Asphalt	$ 4,220,206
Various Sidewalk Projects	$ 2,000,000
	$ 24,960,604

SEWER												
								$ -				$ -
								$ -				$ -

Sanitary Sewer Project Queue	Total
Sanitary Sewer Master Plan	$ 150,000
	$ 150,000

Category Yearly Subtotal:		$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ -
Facility												
								$ -				$ -
								$ -				$ -
								$ -				$ -
Category Yearly Subtotal:		$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ -

Public Works Project Queue	Total
City Hall	$ 1,500,000
	$ 1,500,000

Grand Total		$ 148,300	$ 1,128,313	$ -	$ -	$ -	$ -	$ 276,613		$ 2,091,000		$ 2,367,613

Total of Projects in Queue	$ 26,610,604

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 10

Topic: 150th Street Seeding

Action Requested: Consider the re-seeding of 150th Street Project

Narrative:
In the fall of 2010, the City deducted $4,905 from Larkin Excavating's final payment for their performance in seeding and establishment of grass on the project. As part of the deduction in the contract, Council recommended a spring crabgrass preventer application and to review the grass performance at the beginning of summer. Staff has met with several lawn contractors concerning the stand of grass on the project. All contractors recommended re-seeding in the areas where the grass stand was thin and brining in topsoil for the areas that are bare.

Four (4) contractors have submitted proposals to include seeding, topsoil, and fertilizer. Two (2) contractors have submitted watering proposals.

On September 12, the City Council chose to re-seed and water the areas along the project where the grass stand was thin. Green Acres Lawn & Landscape has provided a proposal with the lowest cost to re-seed and water.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:
Staff recommends Green Acres Lawn & Landscape proposal to re-seed and water. The cost to re-seed is $3,000. If no precipitation were to occur, 30 days of watering would need to be budgeted at $150 per day not including $600 to set up the watering system. The total cost of the re-seeding is estimated to be $8,100. Staff recommends a budget of $9,000.00.

Committee Recommendation:

Attachments:
9.13.11 Memo (1 page)
Proposals (3 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 9.13.11

Re: 150th Street Seeding

In the fall of 2010, the City deducted $4,905 from Larkin Excavating's final payment for their performance in seeding and establishment of grass on the project. As part of the deduction in the contract, Council recommended a spring crabgrass preventer application and to review the grass performance at the beginning of summer. In the spring of 2011, 2 applications of crabgrass preventer and fertilizer were applied. In August of 2011, Staff has met with several lawn contractors concerning the grass performance since last fall along the project excluding one yard that has buffalo grass. Staff will review the buffalo grass lawn next spring. All contractors recommended reseeding in the areas where the grass stand was thin and bringing in topsoil for the areas that are bare.

On September 12, the City Council chose to re-seed and water the areas along the project where the grass stand was thing. Green Acres Lawn & Landscape has provided a proposal with the lowest cost to re-seed and water.

Staff recommends Green Acres Lawn & Landscape proposal to re-seed and water. The cost to re-seed is $3,000. If no precipitation were to occur, 30 days of watering would need to be budgeted at $150 per day not including $600 to set up the watering system. The total cost of the re-seeding is estimated to be $8,100. Staff recommends a budget of $9,000.00.

GREEN ACRES
LAWN & LANDSCAPE

14539 150th
Bonner Springs KS 66012
Phone: 913-422-5111
Fax: 913-724-4129
Email: grnacres21@yahoo.com
Website: www.greenacreskc.com

Estimate

City of Basehor
2620 N 155th
Basehor KS 66007

Estimate #: EST1042
Estimate Date: 8/22/2011

Home Phone:
Work Phone: 913-724-1370 x24
Mobile Phone: 913-208-0428
Fax:
Email: planning@cityofbasehor.org

Terms: Due Upon Receipt

Item	Quantity	Unit	Amount
Price to seed an estimated 2 acres	2.00	AC.	$2,400.00
Price to add topsoil to low areas. Estimating 6 yds @ $100 per yd installed	6.00	cuyd	$600.00
		Subtotal	$3,000.00
		Total Before Tax	$3,000.00

Seeding rate will be 430 lbs per acre of a turf type tall fescue.

Estimate Total $3,000.00

GREEN ACRES
LAWN & LANDSCAPE

14539 150th
Bonner Springs KS 66012
Phone: 913-422-5111
Fax: 913-724-4129
Email: gmacres21@yahoo.com
Website: www.greenacreskc.com

Estimate

City of Basehor
2620 N 155th
Basehor KS 66007

Estimate #: EST1047
Estimate Date: 9/9/2011

Home Phone:
Work Phone: 913-724-1370 x24
Mobile Phone: 913-208-0428
Fax:
Email: planning@cityofbasehor.org

Terms: Due Upon Receipt

Item	Quantity	Unit	Amount
Price to set up sprinkler system	1.00		$400.00
Price to remove sprinkler system.	1.00		$200.00
Price per day to water when needed.	1.00		$150.00
		Subtotal	$750.00
		Total Before Tax	**$750.00**
		Estimate Total	**$750.00**

Mitch,
Here is what I was coming up with. Hope this helps. I would guess in a 30 day period we would have to water around 10-15 times. Hopefully we will get some rain and won't have to water.

Thanks,
Chad

ideal
lawn &
landscape
PO Box 57
Basehor, KS 66007
Phone: (913) 538-5674
Quality@IdealLawnandLandscape.com

Proposal

Property/Contact:	City of Basehor Mitch Pleak	Date:	8/16/2011
Address:	150th St Seeding		
Phone:	Email: mpleak@cityofbasehor.org	Presented by:	Corey

Code	Quantity	Description	Cost each	Extended
		Overseeding of bare and thin areas along 150th St from Craig st. to Paralell - install seed with 3pt seeding machine		$2,450.00
	950	Lbs. Turf Type Fescue Seed	$1.95	$1,852.50
		Apply starter fertilizer		$650.00
		Install topsoil in eroded areas and areas with rock/gravel exposed		$2,475.00
		Apply straw mulch		$1,850.00
		Watering of seeded areas (cost per each watering)		$650.00
		The success of seeding will be dependent upon weather conditions and moisture avialable. Areas that need seeding appear to be at the crest of the hill and other areas that are subject to erosion, wind and other factors that have hindered turf growth. Since these areas are more difficult to establish seed, some follow up seeding may be needed to completely establish these areas. Some turf areas have been mowed short, increasing the mowing height to 2.5-3" will improve turf health and provide shading and protection and supplemental watering will improve results. New seed needs to remain moist daily for the first 30 days for proper germination. While the seed has been tested at +90% germination, the effective germination of the areas required to be seeded will likely be less due to the harsher conditions. To account for this I estimate the cost for follow up seeding at $2650.00		
			Total	$ 9,927.50

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 11

Topic:
Resolution 2011-11 / Wolf Creek Commercial Building Tenant Incentives

Action Requested:
Discuss and Consider Resolution 2011-11 / Wolf Creek Commercial Building Tenant Incentives.

Narrative:
Orscheln Farm & Home has expressed interest in purchasing the Wolf Creek Commercial Building located at 15256 Wolf Creek Parkway and has asked the City to provide location incentives. The company has asked the City to reinstate a property tax abatement through the year 2019 (as was offered to the previous tenant). The property is currently generating no sales tax although property tax is being collected.

The City has constructed vehicular access and transportation infrastructure in the area which were to be funded through a Transportation Development District (TDD) sales tax. Orshcheln Farm & Home anticipates the proposed store will generate annual sales of approximately $3,000,000. When the foregone property tax revenue (assuming a $2.5m market value) is compared to the potential sales tax revenue it can be estimated that the City will benefit by approximately $90,000 (sales tax - property tax) in addition to $180,000 for TDD debt retirement over the requested eight year period. If the property sells for more or less than $2.5m the benefit to the City would increase or decrease proportionately.

Presented by:
Mark Loughry, City Administrator

Administration Recommendation:
Approve Resolution 2011-11 / Wolf Creek Commercial Building Tenant Incentives.

Committee Recommendation:
N/A

Attachments:
Property & Sales Tax Analysis
08.15.11 Orscheln Farm & Home Request
Resolution 2011-11

PROPERTY TAX ABATEMENT IMPACT

	Market Value	95% Property Tax	5% Property Tax
2012	$2,500,000	$17,664	$930
2013	$2,500,000	$17,664	$930
2014	$2,500,000	$17,664	$930
2015	$2,562,500	$18,106	$953
2016	$2,562,500	$18,106	$953
2017	$2,562,500	$18,106	$953
2018	$2,639,375	$18,649	$982
2019	$2,639,375	$18,649	$982
Total		$144,607	$7,611

*Assumes Constant 29.775 Mill Levy & 2.5% Valuation Increase Every Third Year

SALES TAX REVENUE IMPACT

	Sales	1% City	.75% TDD
2012	$3,000,000	$30,000	$22,500
2013	$3,000,000	$30,000	$22,500
2014	$3,000,000	$30,000	$22,500
2015	$3,075,000	$30,750	$23,063
2016	$3,075,000	$30,750	$23,063
2017	$3,075,000	$30,750	$23,063
2018	$3,151,875	$31,519	$23,639
2019	$3,151,875	$31,519	$23,639
Total		$245,288	$183,966

*Assumes 2.5% Sales Increase Every Third Year

ORSCHELN FARM&HOME

Answers & Low Prices Down Every Aisle℠

www.orschelnfarmhome.com

August 15, 2011

Via First Class Mail and
Via Email - mloughry@cityofbasehor.org

City of Basehor
Mr. Mark Loughry
2620 N. 155th St.
Basehor, KS 66007

Dear Mark,

Thank you for taking the time to discuss your meeting with the city council concerning possible incentives available to Orscheln Farm and Home if we decide to purchase the property and open a store in the vacant Wolf Creek Marketplace location. As you are aware, Orscheln and the owner have been discussing the potential purchase of this property for several months. In addition, we had a brief conversation with the City early in the process to discuss potential city incentives which would make it economically feasible for Orscheln to purchase the property and enter the Basehor market. Since there was a wide disparity between the parties concerning the property value, it was not an appropriate time to discuss the incentive issue with the city council to obtain a specific proposal. Now that we've entered into a purchase agreement with the owner I would like to see if we could obtain incentives from the city that would make it possible to open a store in Basehor. When we first developed a projection for a Basehor location we reviewed the incentives offered by the city to the grocery store for insight into what the city might be willing to do.

Below is the list of economic incentives we understand were provided by the city to the grocery store development:

- Waive all fees for building permits, reviews, plat fees, etc.
- Give Developer a 95% property tax abatement of City real property taxes for 10 full calendar years beginning after the Grocery store is completed. Store completion date was late 2009 so these would have applied for the years 2010 through 2019.
- Petition any other taxing districts that can charge property taxes against the Grocery to abate real property taxes.
- Reimburse Grocery for any net loss on sales for first 5 years store is open. If the Grocery sells less than $12m/year, City will reimburse net loss for 5 years; if gross sales are over $12m for two consecutive years, then grant program terminates.
- City will assist Developer in pursuing Enterprise-Zone incentives (Kansas state incentives to abate sales taxes on materials purchased and credits to offset sales tax liability for certain developments based on location of

the facility, the type of facility, the capital investment made and the number of jobs created.

- On November 17, 2005 Ordinance 483 created a Transportation Development District Sales tax of 0.75% to pay for the costs of development in the district where the Property is located. The tax is used to reimburse payments to the Developer for its costs of $3,564,160.00.

When we reviewed this list we anticipated that at least the continuation of the property tax abatement would be a reasonable incentive for the city to offer since it was offered the prior user. We used this assumption when we decided to pursue the Basehor market. However, our review of previous incentives also raised a significant concern about the 0.75% additional sales tax. Due to competitive reasons, the company typically opposes any additional charges for our customers. Based on our previous discussion with you, the incentives initially offered to Orscheln are significantly below those provided to the prior user.

We understand the projected sales tax revenue for the grocery store was substantially higher than Orscheln Farm and Home; however, I am confident that Orscheln will be a contributing member of the Basehor community for many years. We currently operate 154 stores in nine states. During the last ten years we have only closed two stores. We also know our employee count is lower than the former occupant but our longevity provides the employees with job security. Finally, Orscheln knows how to be successful in a small town.

I would appreciate if you could approach the city council and propose a continuation of the property tax abatement and elimination of the 0.75% additional sales tax. We have approximately 30 days left in the due diligence period to decide whether we proceed with the Wolf Creek property.

Thanks, and if you have any questions or need additional information please let me know.

Richard Powers

Richard Powers
Chief Financial Officer
Orscheln Farm & Home

cc: Mr. T. L. Hill (Via Email - basehormayor@cityofbasehor.org)

00095012.DOC

RESOLUTION NO. 2011-11

A RESOLUTION DIRECTING THE PREPARATION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASEHOR, KANSAS AND ORSCHELN FARM AND HOME ("DEVELOPER") PROVIDING FOR CERTAIN INCENTIVES TO ENCOURAGE AND ASSIST IN DEVELOPER LOCATING AND OPERATING ITS RETAIL BUSINESS WITHIN THE CITY LIMITS

WHEREAS, the City of Basehor, Kansas (the "City"), desires to facilitate and encourage economic development within the City; and

WHEREAS, in furtherance of this public purpose the City recognizes the need to attract a tenant to occupy the vacant retail space located within the Wolf Creek Junction Development (the "Grocery Building"); and

WHEREAS, the Developer wishes to locate its business within the Grocery Building, provided that the City authorizes the use of certain incentives to increase the likelihood of the retail business' success; and

WHEREAS, the City desires to provide such incentives in pursuit of achieving the public purpose of facilitation and encouraging economic development within the City in partnership with private enterprise, specifically the occupation of the Grocery Building with the Developer's retail business, which retail business will invest private capital and create new jobs in the City's economy, in exchange for the Developer's commitment to locate and operate its retail business within the Grocery Building; and

WHEREAS, pursuant to the City's home rule powers set out in the Kansas Constitution, Article 12, Section 5 (b), the City has the authority in pursuit of the above-described public purpose to grant such incentives and enter into a development agreement with the Developer detailing the same.

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

Section 1: That the City shall rebate 95% of the City's real property taxes levied against the land and improvements containing the Grocery Building until 2019.

Section 2. That the Wolf Creek Junction Transportation Development District remains in place.

Section 3. That a development agreement detailing the granting of such incentives shall be prepared and approved by Ordinance by the City prior to execution by the parties.

Section 3. That this Resolution shall become effective upon passage.

PASSED by the City Council this 19th day of September, 2011.

APPROVED by the Mayor this 19th day of September, 2011.

SEAL

Terry Hill, Mayor

ATTEST:

Corey Swisher, City Clerk

APPROVED AS TO FORM:

Shannon Marcano, City Attorney

Check Register Report

Date: 08/11/2011
Time: 4:07 PM
City Of Basehor Page: 1

Check #	Check Date	Void/Stop Date	Status	Vendor#	Vendor Name	Check Description	Amount
	Ref#	GL Number			Line Distribution Description		
18918	08/11/2011		Printed	ATMOS ENER	ATMOS ENERGY	GAS SERVICES/WWTF, CITY HALL	
	13209	01-005-752					99.65
						Check Amount	99.65
18919	08/11/2011		Printed	CONS WATER	CONS RURAL WATER DISTRICT #1	WATER SERVICES	
	13210	01-005-755					115.83
	13210	01-008-738					193.20
	13210	01-008-755					30.56
						Check Amount	339.59
18920	08/11/2011		Printed	HARTFORD	HARTFORD RETIREMENT PLANS	457/401(A) RETIREMENT CONTRIB	
	13226	20-014-773					3,702.70
	13226	01-000-212					474.53
						Check Amount	4,177.23
18921	08/11/2011		Printed	HUMAN RESO	HUMAN RESOURCE SOLUTION	HR MONTHLY SUPPORT	
	13208	01-012-745					150.00
						Check Amount	150.00
18922	08/11/2011		Printed	JENNINGS	TIFFANY JENNINGS	REIMB CITATION OVERPAYMENT	
	13236	01-000-421					10.00
						Check Amount	10.00
18923	08/11/2011		Printed	KACM	KACM	REG/DOCKERY/FALL CONF	
	13211	01-004-774					50.00
						Check Amount	50.00
18924	08/11/2011		Printed	KS DEPT OF	KANSAS DEPT OF TRANSPORTATION	INTEREST PYMT/POLICE RADIOS	
	13212	11-000-870					1,372.04
						Check Amount	1,372.04
18925	08/11/2011		Printed	KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	JULY LOCATE SVC/59 LOCATES	
	13228	05-009-799					41.30
						Check Amount	41.30
18926	08/11/2011		Printed	KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	
	13227	01-000-248					350.35
						Check Amount	350.35
18927	08/11/2011		Printed	KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FEES	
	13213	01-004-767					1,111.50
						Check Amount	1,111.50
18928	08/11/2011		Printed	KS TREASUR	KANSAS STATE TREASURER	PRINC + INT/SERIES 2004	
	13214	08-000-860					230,000.00
	13214	08-000-862					45,738.13
						Check Amount	275,738.13
18929	08/11/2011		Printed	KS TREASUR	KANSAS STATE TREASURER	PRINC + INT/SERIES 2005	
	13215	08-000-860					120,000.00
	13215	08-000-862					47,672.50
						Check Amount	167,672.50
18930	08/11/2011		Printed	KPF EFT	KPF EFT PROGRAM	POLICE KPF RETIRE CONTRIB	
	13225	20-014-786					2,762.00
	13225	01-000-211					4.85

Check #	Check Date	Void/Stop Date	Status	Vendor#	Vendor Name	Check Description	Amount
Ref#	GL Number				Line Distribution Description		
	13225 01-000-208						1,326.98
						Check Amount	4,093.83
18931	08/11/2011		Printed	LAWN TAMER	LAWN TAMERS	CONTRACT MOW/GORUP FUNERAL	
	13216 01-000-856						75.00
						Check Amount	75.00
18932	08/11/2011		Printed	LEDBETTER	CARRIE LEDBETTER	YOUTH SPORTS REBATE	
	13230 01-008-738						40.00
						Check Amount	40.00
18933	08/11/2011		Printed	LEE	MARK LEE	OVERPYMNT ON MILEAGE REIMB	
	13232 01-017-774						-4.00
	13231 01-017-774						-7.20
	13217 01-017-774						66.00
						Check Amount	54.80
18934	08/11/2011		Printed	LOUGHRY	MARK LOUGHRY	OVERPAYMENT ON CITY MILEAGE	
	13234 01-006-782						38.76
	13239 01-006-782						-8.76
	13235 01-006-758						153.75
	13235 01-006-782						24.75
	13234 01-006-758						153.75
						Check Amount	362.25
18935	08/11/2011		Printed	MANFORD	DIANA MANFORD	REIMB ACHA DRAFT/JUNE BILL	
	13218 05-000-521						69.85
						Check Amount	69.85
18936	08/11/2011		Printed	MCBRATNEY	KIANN MCBRATNEY	CITY PROSECUTOR FEES	
	13238 01-004-767						400.00
						Check Amount	400.00
18937	08/11/2011		Printed	MERCHANT S	MERCHANT SERVICES GROUP	CITYWIDE CREDIT CARD FEES	
	13219 01-005-799						184.89
						Check Amount	184.89
18938	08/11/2011		Printed	MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/BMI555	
	13220 01-000-203						576.00
	13220 20-014-778						806.00
						Check Amount	1,382.00
18939	08/11/2011		Printed	OFFICE OF	OFFICE OF DISTRICT ATTORNEY	(4) STATUTE BOOKS/2011 KSA	
	13229 01-004-807						66.81
						Check Amount	66.81
18940	08/11/2011		Printed	PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	
	13207 01-004-766						300.00
						Check Amount	300.00
18941	08/11/2011		Printed	PYERS	KAJSA & JOSH PYERS	REIMB AUTO DRAFT ERROR	
	13233 05-000-521						15.92
						Check Amount	15.92
18942	08/11/2011		Printed	ROBERTS/CH	CHRISTINE ROBERTS	REIMB CREDIT BALANCE ON ACCT	
	13221 05-000-521						2.23

Check #	Check Date	Void/Stop Date	Status	Vendor#	Vendor Name	Check Description	Amount
	Ref#	GL Number			Line Distribution Description		
						Check Amount	2.23
18943	08/11/2011		Printed	SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY FEE	
	13237	01-004-780					400.00
						Check Amount	400.00
18944	08/11/2011		Printed	WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	
	13222	01-008-753					83.42
	13222	01-005-753					299.44
	13222	01-008-738					925.16
	13222	05-009-753					9,095.35
	13222	01-002-787					5,217.82
						Check Amount	15,621.19
18945	08/11/2011		Printed	WHITE GROS	WHITE GROSS BOWERS MARCH	CITY ATTORNEY FEES-SPEC PROJ	
	13223	01-001-751					596.10
	13224	01-001-751					930.00
	13223	01-017-751					887.94
	13223	01-004-751					235.96
						Check Amount	2,650.00
				Total Checks:	**28**	**Grand Total(excluding void checks):**	**476,831.06**

Mark Loughry 8-12-11
City Administrator Date

Corey Swisher 08/12/11
City Clerk/Finance Director Date

Kristi Olson 8/11/11
Accounting Clerk Date

Check Register Report

Date: 08/26/2011
Time: 3:53 PM
City Of Basehor Page: 1

Check #	Check Date / Ref#	Void/Stop Date / GL Number	Status	Vendor#	Vendor Name / Line Distribution Description	Check Description	Amount
18946-18951		VOID	Checks voided because they were not removed from printer after check run and another print job started right away. KO				
18952	08/26/2011		Printed	ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/STD/LTD	
	13240	20-014-740					80.00
	13240	20-014-743					296.07
	13240	20-014-744					238.67
						Check Amount	614.74
18953	08/26/2011		Printed	AFLAC	AFLAC	GROUP CAFETERIA PLAN	
	13242	01-000-239					26.68
	13242	01-000-238					101.76
	13242	01-000-237					47.88
	13242	01-000-242					80.52
	13242	01-000-241					347.20
	13242	01-000-240					355.40
						Check Amount	959.44
18954	08/26/2011		Printed	BAILES/RIC	RICHARD BAILES	REIMB CITATION OVERPAYMENT	
	13241	01-000-421					10.00
						Check Amount	10.00
18955	08/26/2011		Printed	BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	
	13243	01-000-209					3,336.57
	13243	20-014-772					12,732.40
						Check Amount	16,068.97
18956	08/26/2011		Printed	BRANDT FAB	BRANDT FABRICATING	INSTALL & PURCH ELEC BRAKE	
	13244	01-002-761					152.40
						Check Amount	152.40
18957	08/26/2011		Printed	CARTER WAT	CARTER WATERS CORPORATION	(2) TONS ASPHALT PATCH	
	13245	10-000-811					190.23
						Check Amount	190.23
18958	08/26/2011		Printed	COMMERCE	COMMERCE PURCHASING CARD	JULY 2011 PURCH CARD CHARGES	
	13284	07-000-799			18131 CYPRESS BEND		1,303.26
	13284	07-000-799			15651 PINE RIDGE		2,139.26
	13284	07-000-799			15501 CEDAR LANE		1,014.97
	13284	09-010-775			TRASH SVC/JUNE 2011		18,800.90
	13284	10-000-811					31.18
	13284	09-010-803					80.37
	13284	09-010-799					365.43
	13284	05-009-804					532.05
	13284	05-009-803					245.92
	13284	05-009-799					639.79
	13284	05-009-789					7.49
	13284	05-009-777					621.77
	13284	05-009-774					235.00
	13284	05-009-762					2,136.35
	13284	05-009-757					127.19
	13284	01-017-808					16.38
	13284	01-017-774					1,790.00
	13284	01-017-768					20.89
	13284	01-017-760					27.00
	13284	01-012-813					703.74

Check #	Check Date	Void/Stop Date	Status	Vendor#	Vendor Name	Check Description	Amount
	Ref#	GL Number			Line Distribution Description		
	13284	01-012-745					89.85
	13284	01-008-803					59.06
	13284	01-008-799					548.00
	13284	01-008-792					200.00
	13284	01-008-738					300.00
	13284	01-006-803					75.96
	13284	01-006-783					-21.07
	13284	01-006-799					150.00
	13284	01-005-803					65.72
	13284	01-005-799					67.95
	13284	01-005-797				NET STANDARD/JUN JULY AUG	8,724.21
	13284	01-005-757					329.83
	13284	01-004-807					141.85
	13284	01-004-803					638.73
	13284	01-004-801					178.74
	13284	01-004-799					43.57
	13284	01-004-761					98.76
	13284	01-004-760					185.43
	13284	01-004-759					37.94
	13284	01-003-774					9.22
	13284	01-002-804					519.07
	13284	01-002-803					482.01
	13284	01-002-801					140.35
	13284	01-002-799					91.46
	13284	01-002-761					75.53
	13284	01-001-808					6.43
	13284	01-001-803					80.36
	13284	01-001-801					344.49
	13284	01-001-799					495.42
	13284	01-001-783					135.00
	13284	01-001-760					309.00
						Check Amount	45,441.81
18959	08/26/2011		Printed	HARTFORD	HARTFORD RETIREMENT PLANS	457/401(A) RETIREMENT CONTRIB	
	13246	01-000-212					474.53
	13246	20-014-773					3,498.92
						Check Amount	3,973.45
18960	08/26/2011		Printed	IDEAL LAWN	IDEAL LAWN & LANDSCAPE	MOW/CITY HALL & BASEHOR BLVD	
	13247	10-000-799					144.00
						Check Amount	144.00
18961	08/26/2011		Printed	ING LIFE	ING LIFE INSURANCE & ANNUITY	EMPLOYEE RETIREMENT CONTRIB	
	13248	01-000-212					400.00
						Check Amount	400.00
18962	08/26/2011		Printed	JOHNSON CL	JOHNSON COUNTY GOVERNMENT	FLOW SAMPLE/KDHE MONTIOR 7-7	
	13249	05-009-790					154.00
						Check Amount	154.00
18963	08/26/2011		Printed	KA-COMM	KA-COMM, INC.	INSTALL STROBE, RED/BLUE LITES	
	13250	11-000-850					574.00
						Check Amount	574.00

Check #	Check Date	Void/Stop Date	Status	Vendor#	Vendor Name	Check Description	Amount
	Ref#	GL Number			Line Distribution Description		
18964	08/26/2011		Printed	KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	
	13251	01-000-248					350.35
						Check Amount	350.35
18965	08/26/2011		Printed	KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	
	13252	01-000-208					1,304.72
	13252	20-014-786					2,715.69
	13252	01-000-211					4.85
						Check Amount	4,025.26
18966	08/26/2011		Printed	LAWN TAMER	LAWN TAMERS	CONTRACT MOW/15609 PARALLEL	
	13255	01-000-856					75.00
	13254	01-000-856					552.00
	13253	01-000-856					97.50
						Check Amount	724.50
18967	08/26/2011		Printed	LEAGUE KM	LEAGUE OF KS MUNICIPALITIES	(5)STO/UPOC BOOKS-COUNCIL	
	13256	01-004-807					333.38
	13257	01-003-807					73.64
						Check Amount	407.02
18968	08/26/2011		Printed	LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	PRISONER BOARDING FEES	
	13258	01-004-764					210.00
						Check Amount	210.00
18969	08/26/2011		Printed	MID-AMER	MID-AMERICA LOCKSMITHS	REPLACE LOCK ON GARAGE DOOR	
	13259	01-005-799					500.00
						Check Amount	500.00
18970	08/26/2011		Printed	NAT SIGN	NATIONAL SIGN COMPANY INC	MISC SIGNS/REPLENISH STOCK	
	13260	10-000-811					483.60
						Check Amount	483.60
18971	08/26/2011		Printed	ODONNELL	O'DONNELL & SONS CONSTRUCTION	2011 PAVEMENT MGMT PROGRAM	
	13261	10-000-849					165,123.75
						Check Amount	165,123.75
18972	08/26/2011		Printed	PALMGREN/L	LORI PALMGREN	REIMB CITATION OVERPAYMENT	
	13262	01-000-421					10.00
						Check Amount	10.00
18973	08/26/2011		Printed	REAVEY LAW	REAVEY LAW LLC	LEGAL SVCS/JUNE 2011	
	13265	01-004-751					352.00
	13265	01-001-751					924.00
	13264	01-017-751					718.25
	13263	01-017-751					1,563.87
						Check Amount	3,558.12
18974	08/26/2011		Printed	REGISTER	REGISTER OF DEEDS	LAREDO BILLING/JUNE 2011	
	13266	01-017-799					60.00
						Check Amount	60.00
18975	08/26/2011		Printed	SELECT SEC	SELECT SECURITY SYSTEMS	MONITOR SVC/WWTF/AUG	
	13267	01-002-799					19.00
	13269	05-009-799					30.00
	13268	01-008-738					19.00

City Of Basehor

Check #	Check Date / Ref#	Void/Stop Date / GL Number	Status	Vendor#	Vendor Name / Line Distribution Description	Check Description	Amount
						Check Amount	68.00
18976	08/26/2011		Printed	SMITH VET	SMITH VETERINARY CLINIC INC	BOARD 1 DOG	
	13270	01-004-759					80.00
						Check Amount	80.00
18977	08/26/2011		Printed	SPECTRA	SPECTRA	MISC NUTS/BOLTS-FOR STOCK	
	13272	01-008-803					132.00
	13272	10-000-811					102.00
	13271	05-009-789					240.00
						Check Amount	474.00
18978	08/26/2011		Printed	SPOTS OFF	SPOTS OFF LLC	POLICE CAR WASHES	
	13273	01-004-761					94.42
						Check Amount	94.42
18979	08/26/2011		Printed	HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICE/AUG 2011	
	13274	01-005-799					387.00
						Check Amount	387.00
18980	08/26/2011		Printed	SYSTEMS MA	SYSTEMS MANUFACTURING INC	MATERIAL/LABOR-MCCII RELAYS	
	13276	05-009-777					365.00
	13275	05-009-789					3,700.00
						Check Amount	4,065.00
18981	08/26/2011		Printed	REILLY COM	THE REILLY COMPANY LLC	POLICY CHG/ADD 2011 CHEVY	
	13277	01-001-779					347.00
						Check Amount	347.00
18982	08/26/2011		Printed	TRAINING A	TRAINING AT YOUR PLACE	12 HR PHONE SUPPORT AGRMNT	
	13278	01-004-799					900.00
						Check Amount	900.00
18983	08/26/2011		Printed	VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	
	13280	20-014-749					402.24
	13280	01-000-200					77.80
	13279	20-014-749					395.79
	13279	01-000-200					71.36
						Check Amount	947.19
18984	08/26/2011		Printed	WESTAR GRP	WESTAR ENERGY	ELECTRICAL USAGE	
	13281	05-009-753					279.13
						Check Amount	279.13
18985	08/26/2011		Printed	WINGFOOT C	WINGFOOT COMMERCIAL TIRE	NEW TIRES/PATROL VEHICLES	
	13282	01-004-761					643.02
						Check Amount	643.02
18986	08/26/2011		Printed	WRIGHT EX	WRIGHT EXPRESS	FLEET FUEL CHARGES/JULY 2011	
	13283	01-004-804					3,590.80
	13283	01-002-804					55.38
	13283	01-017-804					94.66
						Check Amount	3,740.84

Total Checks: 35 **Grand Total(excluding void checks):** **256,161.24**

Mark Loughry Date 8-29-11
City Administrator

Corey Swisher Date 08/30/11
City Clerk/Finance Director

Kristi Olson Date 8/30/11
Accounting Clerk