

# Agenda

## Basehor City Council Work Session

February 7, 2011 7:00 p.m.  
Basehor City Hall



1. Field of Dreams Rebate
2. Sign Regulations
3. Chestnut Lift Station
4. Copier Agreement Police Department
5. Excise Tax for Total Electric
6. Commercial Sewer Rate
7. Executive Session (if needed)





# The City of Basehor

**Date:** January 11, 2011

**To:** Basehor City Council  
Mark Loughry, City Administrator

**From:** Corey Swisher, City Clerk/Finance Director

**Re:** Possible Field of Dreams Athletic Participation Rebate

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## **Background:**

In 2010 The City of Basehor acquired the Field of Dreams Athletic Complex from the Basehor Athletic Association. At the time of purchase it was the Council consensus that City residents should receive free admission to the facility and children participating in programming should do so for a rate less than that paid by non-residents. Staff has implemented a resident identification system for admission to the facility. Council is being asked whether Basehor children participating in athletic programming at the facility should receive a rebate and if so how much. In 2010 approximately 420 youth participated in baseball, softball and T-ball while 650 participated in football at the complex. It is not known how many of these youth were Basehor residents.

2011 Operator fees at the Field of Dreams:

T-Ball	\$60
Coach Pitch/Baseball/Softball	\$80
Football	\$130

## **Considerations:**

- Cost to the City

## **Attachments:**

For Reference Purposes: City of Tonganoxie Recreation Fee Schedule

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Basehor, KS 66007-0406

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2011 Tonganoxie Fee Schedule:

Age	Fee	League	
6 & Under	\$20	T-Ball	Coed
8 & Under	\$25	Coach Pitch	Boys/Girls
10 & Under	\$30	Modified Pitch	Boys/Girls
12 & Under	\$35	Player Pitch	Boys/Girls
14 & Under	\$40	Player Pitch	Boys
15 & Under	\$40	Player Pitch	Girls





makeup per zoning. It was noted the City of Prairie Village had recently lost a lawsuit because their sign code regulated the message instead of the sign. Staff moved forward and revised the document to limit such exposure.

January 4<sup>th</sup>, 2011, the Planning Commission considered the proposed Sign Regulations at a public hearing. The Planning Commission voted to approve (6-0) the document with the following changes:

1. Real estate signs shall be regulated as itself and not be lumped into the temporary sign category.
2. Construction signs will be construed as plat signs. After plat approval, by the City Council, the applicant is allowed one (1) sign per plat. Such sign for residential development shall be removed when certificates of occupancy, temporary or final, have been issued for ninety (90) percent of the dwelling units in the plat. Such sign for non-residential platted ground shall be removed prior to the issuance of any certificated of occupancy, temporary or final, for the last building in the plat.
3. 4.1.4 Sign Permit Number. The Planning Commission recommended that the Planning/Codes Director would affix a label to the sign once the sign is erected and approved.

#### **General Highlights to the Proposed Regulations**

- Industrial and Mixed-Use Districts have a tendency to be unique by nature. The proposed document allows for the developer of such districts to design their own sign regulations for the proposed development. This will allow the owner to be creative and responsible for the success of the development/business. Once the criterion is developed for the particular development, the Planning Commission and/or City Council will have the opportunity to approve the criteria for the development. (Page 20)
- Monument style signs will be allowed as free-standing signs in all zoning districts. Staff and the Planning Commission recognize pole signs to be appropriate in some applications. A special use permit may be approved to allow pole signs. (Page 14 & 20)
- Churches, schools, or other public/semi-public facilities typically not associated with a distinct zoning district shall adhere to the same zoning sign regulations as the abutting property. (Page 16)
- The proposed permit fees are \$125 for permanent signs and \$25 for temporary-like signs. (Page 12)
- The size and height of signs in the proposed document are more restrictive than the regulations currently in place. The proposed requirements for sign sizes were developed during the work sessions. Staff also conducted an analysis comparing the proposed size requirements with eight communities. A detail analysis can be found in Exhibit A.
  - The residential sign size is in reference to a subdivision sign. The proposed standards allow for six (6) feet in height and sixty (60) square feet in area.



- The average from the analysis was seven (7) feet in height and forty (40) square feet in area.
- The neighborhood commercial district allows for ten (10) feet in height and eighty (80) square feet in area. The average from the analysis was eleven (11) feet in height and fifty-eight (58) square feet in area.
  - The commercial district allows for twenty (20) feet in height and one-hundred (100) square feet in area. The average from the analysis, excluding the City of Leavenworth, is seventy-six (76) square feet in area.
  - The industrial district allows the applicant to design criteria fitting their business. Once designed, the Planning Commission and/or City Council will approve the criteria. The average from the analysis was twenty-three (23) feet in height and two-hundred eleven (211) square feet in area.

**Recommendation**

Staff is considering additional discussion with the Planning Commission on section 4.1.4 of the proposed Sign Regulations. Section 4.1.4 directs the Planning/Codes Director to affix a label to the sign once the sign is approved. The cost to affix a label is \$1.75 per each.

Discussion on section 4.1.4 is minute to the overall content and the ability to implement the proposed regulations immediately. Further discussion of section 4.1.4 may result in a text amendment. Staff recommends the approval of the proposed Sign Regulations with the acknowledgment of future discussion on section 4.1.4.



# *CITY OF BASEHOR*

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## **SIGN REGULATIONS**



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*2011*

# **Roster of City Officials**

(At time of adoption)

## **Mayor**

Terry Hill

## **City Council**

President James Washington

David Breuer

Iris Dysart

Dennis Mertz

William Moyer

## **Planning Commission**

Ed Bush, Chairman

Jon Gallion

John Matthews

Russell Jacobson

Vernon Fields

Brian Healy

## **Planning & Zoning Staff**

Mitch Pleak, P.E., City Engineer

Mark Lee, Building Inspector/Code Enforcement

# Section 1

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# **Section 2**

## **Purpose**

### **2.1 Statement of Intent**

To regulate and control all exterior signs placed for observation in order to preserve, protect and promote the public health, safety, and general welfare of the residents of the City of Basehor. Further, it is intended to encourage the reasonable, orderly and effective display of signs; enhance the physical appearance of the City; reduce visual clutter; prevent blighting influences; protect property values; provide minimum standards to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification and maintenance of all signs and sign structures; and authorize the use of signs which are compatible with their surroundings.

### **2.2 Applicability**

No land, building, or structure shall be used for sign purposes, except as specified herein. All signs legally existing at the time of passage of these regulations may remain in use under the conditions of legal nonconformance. Signs in legal conformance shall not be enlarged, moved, lighted, or reconstructed; however, the change of the display shall not be restricted except as previously stated.

# Section 3

## Definitions

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein:

“A” Frame Sign: A freestanding sign which is ordinarily in the shape of an “A” or some variation thereof, which is readily moveable, and is not permanently attached to the ground or any structure, and which is usually two-sided. For the purposes of this ordinance, a portable swinger sign and/or sandwich sign shall be construed to be an “A” frame sign.

Address Sign: A sign indicating only the common street address and/or the occupant of a dwelling or structure. For the purposes of this definition, a nameplate shall be construed to be an address sign.

Abandoned Sign: A sign which no longer identifies or advertises a bona-fide business, service, owner, product, or activity, and/or for which no legal owner can be located.

Animated Sign: A sign that has movement or the appearance of movement of either the sign content or components, which is produced either mechanically or electronically.

Attention-Attracting Device: Any device intended to attract the attention of the public to an establishment, location, product or service, except signs as permitted by this ordinance. Such device or sign may include balloons, flags or pennants, searchlights, twirling signs, inflatable objects, and similar attention-attracting devices.

Awning: A shelter projecting from and supported by the exterior wall of a building, constructed of non-rigid materials on a supporting framework.

Awning Sign (Illuminated and/or non-illuminated): A sign which is mounted painted or printed on, or attached to an awning, or canopy. For the purposes of sign regulations this definition, a canopy sign shall be construed to be an awning sign.

Banner: Any sign of lightweight fabric or similar material that is mounted to a pole, building, fence or other structure at one (1) or more edges. National flags, state or municipal or the official flag of any institution or business shall not be considered banners.

Beacon: A stationary or revolving light which flashes or projects illumination, single color or multi-colored, in any manner which is intended to attract or divert attention. This term is not intended to include any kind of lighting device which is required or necessary under safety regulations described by the Federal Aviation Agency or similar agencies. For the purposes of this ordinance, a beacon shall be construed to be an attention-attracting device.

Blinking or Flashing Sign: A sign where the light illumination alternates suddenly between fully illuminated, fully non-illuminated, and then fully illuminated more than once in a time frame of less than a second. For the purposes of this ordinance, a beacon shall be construed to be an attention-attracting device.

Building: As defined in the definition section of the most recent edition of the Building Code adopted by the City.

Business Sign: A sign that directs attention to a business or profession conducted, or to products, services, or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed .

Canopy:

1. Building canopy: A roof-like structure attached to a building covering the entrance, exit, walkway, or loading dock, not including the building roofline extension. For the purposes of this document, when the pitch of a building canopy is 1:4 or less (twenty-five (25) degrees or less from vertical), the face of the canopy shall be considered part of the wall.
2. Freestanding Canopy: A self-supported, detached roof-like structure normally covering gas islands.

Changeable Copy Sign (Automatic): A sign on which the copy changes automatically on a lamp bank or through mechanical means; e.g. electrical or electronic time and temperature units.

Changeable Copy Sign (Manual): A permanent sign with a manually changeable face or message. This includes billboards, theater signs, and monument signs with letters that can manually be replaced to change the message of the sign. It does not include electronic message boards or directly illuminated signs of any kind.

City: Unless the context clearly discloses a contrary intent, the word “city” shall mean the City of Basehor, Kansas.

Commercial Complex Sign: A monument sign associated with a complex that directs attention to a business or businesses within the development where such sign is located. Such signs may contain a readily recognized symbol or logo.

Complex: A group of freestanding buildings, or buildings constructed in such a way as to give an appearance of being interrelated because of architectural similarity and/or interconnected drives and parking areas; or a building divided into three (3) or more separate offices, businesses or apartment provided that the building is not part of a large complex. A complex shall be limited to apartment, office or business complexes, shopping centers and/or industrial parks.

Copy Area (See Sign Face): The entire face of a sign including the advertising surface and any framing, trim or molding, but not including the supporting structure.

Directional Sign: A sign which serves solely to designate any area or activity such as “exit,” “one-way,” “drive-in,” “auto service,” etc.

Directly Illuminated Sign: A sign where the source of illumination is located on the sign face. The source of illumination may include, but not be limited to neon tubes, incandescent bulbs, and fluorescent tubes.

Directory Sign or Name Plate: A single-faced, non-illuminated wall sign that displays only the name and occupation of the person or persons occupying space in the building.

Double-Faced Sign: A sign with two faces.

Erect: This term shall mean attach, alter, built, construct, reconstruct, and shall include the painting of walls signs, but does not include copy changes on any legal conforming sign.

Façade: The entire building front, including the parapet.

Free-Standing Sign: A sign which is attached to or part of a completely self-supporting structure. The supporting structure shall be firmly in or below the ground surface and not attached to any building or any other structure whether portable or stationary.

Frontage: The length of the property abutting on one side of the street, measured along the dividing line between the property and the street right-of-way.

Frontage, building: The length of an outside building wall on a public or private right-of-way.

Fuel Rate Sign: A sign which identifies gasoline and/or petroleum product rates or prices in words, numbers, figures or any combination thereof.

Government Sign: A sign for the control of traffic and other regulatory purposes, street signs, construction signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of any public officer in the performance of his/her public duty. A sign of a duly constituted governmental body, including signs depicting the name and/or seal of the city at or near the city limits.

Height of a Sign: As measured from the average ground elevation within a twenty (20) foot radius to the highest point of the sign.

Identification Sign: A sign whose copy is limited to the name and address of a building, institution, or person, and/or to the activity or occupation being identified.

Illegal Sign: A sign which does not meet the requirements of this code and which has not received legal nonconformance status.

Illuminated Sign: A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

Incidental Sign: A sign which indicates to the public, goods, facilities or services available on the premises. For the purposes of this definition, credit card signs, signs indicating hours of operation, "help wanted" signs, and similar signs shall be construed to be incidental signs.

Indirectly Illuminated Sign: A sign which is illuminated by a shielded light source.

Internally Illuminated Sign: A sign illuminated by an internal light source diffused through a translucent material.

Lot: A parcel of land legally defined on a subdivision map or defined by a legal record of survey map and recorded with the land registry office.

Maintenance: The cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

Monument Sign: A freestanding sign mounted on the ground and having a solid appearance and a low profile, normally consisting of a face and base. The width and length of the supporting base shall be no less than the sign face. Said sign may be constructed with stone, concrete, metal, routed wood planks or beams, brick or other materials consistent with the building the sign is representing.

Nonconforming Sign: A sign which was erected legally but which does not comply with subsequently enacted sign restrictions and regulations, or a sign which does not conform to the sign code requirements but for which a variance has been authorized.

Occupancy: The portion of a building or premises owned, leased, rented, or otherwise occupied for a given use.

Off-Site Sign: A sign structure advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which the sign is located.

On-Site Sign: A sign pertaining to the use of the premises on which it is located.

Owner: A person recorded as such on the official records. The owner of property on which a sign is located is presumed to be the owner of the sign, unless facts to the contrary are officially recorded or otherwise brought to the attention of the Planning Department; e.g. a sign is leased from a sign company.

Painted Wall Sign: Any sign which is applied with paint or similar substance on the face of a wall.

Parapet: The extension of a false front or wall above a roof line.

Person: Any individual, corporation, association, firm, partnership, or similarly defined interest.

Plat Sign: A sign erected on the platted ground in which development is taking place during the period of such development. Such sign may indicate the names of individuals and/or groups participating in the project, amenities, services, and a general layout of the development/plat.

Pole Sign: A self-supporting, permanent sign mounted on one or more freestanding poles, columns, or similar support.

Portable Sign: A sign which is not permanently affixed to the ground, building or other structure, which may be mounted on wheels, and can easily be transported from place to place, but does not include permitted temporary signs.

Premises: A parcel of land with its appurtenances and buildings.

Projecting Sign: A sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure specifically designed to support the sign.

Real Estate Sign: A temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

Roofline: The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

Roof Sign: Any sign erected over or on the roofline of a building.

Rotating Sign: A sign in which the sign itself or any portion of the sign moves in a revolving or similar manner. Such motion does not refer to methods of changing copy.

Sign: Any identification, description, illustration, message, symbol, logo or device which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanent or temporary display of merchandise, emblems, corporate flags, pennants or placards, designed to advertise, identify, or convey information, including all supporting structure.

Sign Alteration: The replacement, enlargement, rewording, reduction, reshaping, or repainting using different colors, of a sign to serve an establishment or business.

Sign Face: That area within a line including the outer extremities of all letters, figures, characters and logos; or within a line including the outer extremities of the framework or background.

Sign Maintenance: The normal care and minor repair that is necessary to retain a safe, attractive sign and supporting structures. Repainting with the same colors, or repairing copy or logo shall be considered maintenance if the name, product, service, place, activity, person, etc., depicted remains the same.

Sign Structure: The base, supports, uprights, braces, framework and face of a sign.

Snipe Sign: Any sign of any size, made of any material, including paper, cardboard, wood and metal, when such sign is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to premises upon which said sign is located.

Subdivision Sign: A monument sign used to identify a platted subdivision of twenty (20) or more single-family or duplex lots.

Temporary Subdivision Sign: A sign identifying an approved subdivision, condominium complex, or residential development for a temporary period for purposes of alerting the public that lots/units are available.

Temporary Sign: A sign constructed of cloth, canvas, cardboard, plywood or other similar material, which is readily moveable and not permanently attached to the ground or any structure thereof, that does not constitute a structure and which is intended to be displayed for a short period of time.

Traffic Control Sign: A sign for the control of traffic and other regulatory purposes, street signs, construction signs, danger signs, railroad crossing signs, erected by or on the order of any public officer in the performance of his/her public duty, as well as signs erected on private property designed to facilitate traffic safety or traffic circulation on-site.

Under Canopy Sign: A sign that is placed under the canopy at right angles to the wall of the building. Its sole purpose is for communicating to pedestrian traffic the name of the tenant.

Use: The purpose for which a building, lot, sign, or structure is intended, designed, occupied, or maintained.

Vehicular Sign: Any sign which is attached to or placed upon a parked motor vehicle and placed in a position or location for the sole purpose of displaying the same to the public.

Wall Sign: A sign attached parallel to and extending not more than twelve (12) inches from the wall of a building, including painted, individual letter, cabinet signs, and signs on a mansard.

Window Sign: A sign installed inside or painted on a window and intended to be viewed from outside.

# Section 4

## Administration

### 4.1 Sign Permit

**4.1.1 Sign Permit Required.** It shall be unlawful for any person to erect, or alter any sign as defined in this document without first obtaining a sign permit. This requirement shall not be construed to require a permit for sign maintenance as defined in Section 8.2, altering changeable copy on theater signs, billboards or similar signs, or signs exempted from a permit as described elsewhere in this document.

**4.1.2 Applications.** Sign permits shall be made on a form provided and shall be accompanied by two (2) sets of plans drawn to scale indicating the sign size, location, method of illumination, colors, materials of the sign and structure, and method of attachment. In addition, the applicant shall submit other information relating to the placement, construction, design, etc., of the sign as may be required. The Planning/Codes Director shall approve or deny the sign permit application no later than thirty (30) days following the date of its submission. The failure of the Planning/Codes Director to act on an application within said thirty (30) day period shall be deemed approval of the sign permit application unless a request for continuance is submitted by city staff or applicant.

**4.1.3 Issuance.** It shall be the duty of the Planning/Codes Director, upon filing of an application for a permit, to examine the plans and specifications and other data and the premises upon which it is proposed to erect the sign or other advertising structure, and if it shall appear that the proposed structure is in compliance with all the requirements of this article and all other laws and ordinances of the city, the Planning/Codes Director shall then issue the permit. If the work authorized under a permit has not been completed within 180 days after the date of issuance, the said permit shall be null and void.

**4.1.4 Sign Permit Number.** All signs hereafter installed shall have permanently affixed thereto a label, clearly visible at all times, indicating the sign permit number issued. The Planning/Codes Director will issue a permit number and affix a label to the sign once the sign is erected and approved.

**4.1.5 Revocation and Denial.** The Planning/Codes Director may, in writing, suspend or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a misstatement of material fact or fraud. When a sign permit is denied by the Planning/Codes Department, written notice of the denial shall be given to the applicant, together with a brief written statement of the reasons for the denial.

**4.1.6 Sign Permit Appeals.** An appeal of denial may be made to the Board of Zoning Appeals upon denial of a sign permit. Said appeal shall be filed within thirty (30) days of the denial of the sign permit. The Board of Zoning Appeals shall make a final decision no later than forty-five (45) days after the appeal has been filed unless a request for continuance is submitted by city staff or applicant.

**4.1.7 Effect of Permit Issuance.** No permit for a sign issued hereunder shall be deemed to constitute permission or authorization to maintain an unlawful sign nor shall any permit issued hereunder constitute a defense in an action to abate an unlawful sign.

**4.1.8 Permit Fees.** Each applicant, before being granted a permit, shall pay a permit fee. Permit fees shall be paid prior to the issuance of a sign permit in order to cover the associated cost of sign permit review, processing of the permit application and required site inspections for the installation, erection and placement of any sign or advertising structure. Fees for permanent signs shall be \$125. Fees for banners, temporary signs, attention-attracting devices and other temporary signs allowed by this ordinance shall be \$25.

## **4.2 Removal of Sign**

**4.2.1 Violation.** If it has been determined that any sign or other advertising structure regulated herein is unsafe, or has been constructed, erected or is being maintained in violation of the provisions of this ordinance, written notice shall be given to the sign owner. The owner shall immediately remove or repair the sign to bring it into compliance and/or make it safe. If the owner fails to remove or repair the sign so as to comply within ten (10) days after the notice, the Planning/Codes Director may cause the sign to be removed or alter it to be in compliance, at the expense of the permittee or owner.

**4.2.2 Failure to Comply.** The City Clerk shall mail a statement of the costs for removal or repair of the unsafe or unlawful sign to either the last known address of the owner of record of the property, the person in charge of such property, or the sign permittee. If said costs are not paid within twenty (20) days from the time of mailing the notice, the Governing Body of the City may proceed to pass an ordinance levying a special assessment for the cost against the subject lot or parcel of land. The City Clerk shall certify the assessment to the County Clerk for collection and payment to the City in the same manner as other assessments and taxes are collected and paid to the City.

## **4.3 Sign Inspection**

**4.3.1 Access and Right of Entry.** The Planning/Codes Director, or a designated representative, shall have the right to make an inspection of any sign for the purpose of determining compliance with this document. Inspections shall be done at a reasonable time.

**4.3.2 Inspection.** If the building, premises or establishment to be inspected is occupied, the Planning/Codes Director, or a designated representative, shall first present proper credentials and request entry. If such building or premises is unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Planning/Codes Director or his/her designee shall have recourse as provided by law to secure entry.

**4.3.3 Failure to Comply.** If, after request, entry or access is refused, the Planning/Codes Director may acquire such access by application to a court of competent jurisdiction, provided, however, that the agency complies with the provisions of Section 15 of the Kansas Bill of Rights and the fourth amendment to the United States Constitution relating to unreasonable searches and seizures.

# Section 5

## General Standards

### 5.1 Sign Placement

**5.1.1 Minimum Setback.** All signs shall maintain a minimum setback of ten (10) feet from all property lines or twenty (20) feet from the roadway surface edge, whichever is greater.

**5.1.2 Placement on Easement or Right-of-way.** No private sign shall be placed on a public easement, unless, in the opinion of the City Engineer, such placement will not interfere with the intended use of said easement. No private sign shall be placed on a public right-of-way.

**5.1.3 Placement on Private Property.** All signs shall only be posted with the consent of the property owner or occupant. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard including a tripping hazard. In all cases such signs shall be placed outside the sight distance triangle.

### 5.2 Illumination

Illuminated signs shall be internally or indirectly illuminated. Neon tubes, incandescent bulbs, fluorescent tubes, and other sources of direct illumination that would be exposed to the human eye shall not be permitted. Illumination for electronic message centers shall adhere to Section 6.3.5.

### 5.3 Noncommercial Messages

Any commercial sign permitted under this ordinance is allowed to contain noncommercial speech in lieu of any commercial speech, subject to all applicable restrictions and performance standards.

### 5.4 Building Code

All signs shall comply with the appropriate detailed provisions of the City Building Code relating to design, structural members and connections. Signs shall also comply with the provisions of the National Electrical Code and the additional construction standards hereinafter set forth in this section.

### 5.5 Measurement

**5.4.1 Copy Area.** In determining the copy area of a sign, the entire face of the sign, including the advertising surface and any framing, trim or molding, shall be included. Should the sign structure or supports become part of the sign due to the design of the structure or supports in relation to the sign, said structure or supports shall be included in the determination of copy area.

**5.4.2 Lettering.** In the instance where a sign is composed of letters only, with no connection by the advertising structure between the letters, the copy area shall be determined by measuring the distance from the outside edges of the outside letters and from the top of the largest letter to the bottom of the lowest letter. Should one (1) letter be unequally large or small in comparison to the other letters composing the sign, the unequal letter shall be squared off, the remaining letters shall be measured from the outside edges, and the two (2) added for a total copy area determinations.

**5.4.3 Face.** Unless determined by the zoning district regulations, the allowable copy area of a sign shall be based on one (1) side of the sign. Double-faced copy area is allowed provided both sides of the sign are parallel to one another and the applicable zoning district regulations are not conflicted.

## **5.6 Monument Signs**

**5.5.1 Material.** Monument signs must be free standing and shall be low in profile. The base of the sign shall consist of substantially the same material as the principal structure on the property, unless approved otherwise by the Planning/Codes Director.

**5.5.2 Face.** Monument signs may be single or double-faced.

**5.5.3 Illumination.** Monument signs may be non-illuminated, indirectly illuminated or internally illuminated. Illumination shall provide constant light and does not exceed seventy (70) foot candles as measured at a distance of two (2) feet from the source of light.

**5.5.4 Base.** The sign base area shall not exceed the actual sign face area by more than ten (10) percent. The sign face shall not exceed the width of the base by more than twenty-five (25) percent.

**5.5.5 Height.** The sign face and base shall not exceed twenty (20) feet in overall height above the natural or average grade. The sign shall not exceed one-hundred (100) square feet in area per face.

## **5.7 Wall Signs**

**5.6.1 Illumination.** Wall signs may be non-illuminated, internally illuminated or indirectly illuminated. Illumination shall provide constant light and does not exceed seventy (70) foot candles as measured at a distance of two (2) feet from the source of light.

**5.6.2 Sign Supports.** When a wall sign is placed on a canopy and is perpendicular to the ground, all supports, braces and brackets shall not be visible.

**5.6.3 Roofline.** The top of the sign when placed on a parapet or a canopy shall not extend above the actual roofline.

**5.6.4 Projecting.** Wall signs shall not project more than twelve (12) inches from the building or structure surface.

# Section 6

## Signs Permitted

### 6.1 All Districts

The following signs shall be permitted in all districts and shall not require a sign permit, unless otherwise noted. The signs must be in conformance with all other regulations and ordinances of the City.

**6.1.1 Address Signs.** Address signs shall not exceed four (4) square feet in total area.

**6.1.2 Awning or Canopy Signs.** Such sign is permitted as an integral part of the awning or canopy to which it is attached or applied.

- A. Signs may be lettered on awnings located on a one or two-story building. Awnings may be level of the building, and may face a parking lot, street right-of-way or a pedestrian walkway.
- B. One (1) sign per awning or canopy containing the name and/or logo of the business, or primary service offered is permitted.
- C. Such sign shall not extend beyond the canopy or awning.
- D. Such sign shall occupy no more than thirty-five (35) percent of the canopy/awning.
- E. The lower edge of a canopy shall be no closer than ten (10) feet to any sidewalk or fourteen (14) feet to any street or alley surface where vehicles may pass below.
- F. Awnings or canopy signs may not be internally lighted. Lighting directed downward and not illuminating a sign is allowed.
- G. Awnings and canopies shall be regularly cleaned and kept free of excessive dust or visible defects.
- H. A sign permit is required.

**6.1.3 Banner Signs.**

- A. Such sign will be permitted for all properties used for multi-family and non-residential purposes.
- B. Such sign may be displayed for a period of fifteen (15) days. A maximum of four (4) banner permits per year may be issued for each business in commercial and industrial districts. Residential districts are allowed one (1) sign permit per year.
- C. A maximum of one (1) banner sign is allowed per property.
- D. Such sign shall not exceed thirty-two (32) square feet.
- E. A sign permit is required.

**6.1.4 Business/Identification Signs.** Any business associated with dispensing of gasoline shall display on such sign the price of gasoline sold on the premises. A sign permit is required.

**6.1.5 Changeable Copy.** Permits shall not be required for replacing or altering changeable copy on theater signs, billboards, or other similar signs.

**6.1.6 Churches, schools, libraries, community centers, or other public/semi-public facilities.**

- A. Such signs shall adhere to the specific zoning sign regulations as the abutting property. In the case where multiple zoning abuts such property, the more restrictive zoning shall apply.
- B. In lieu of the signs that would otherwise be permitted by the standards above, the owners of the facilities defined above may apply to the Planning Commission and/or City Council for approval of a sign and/or sign package following the guidelines and procedures set out in Section 7.1.
- C. A sign permit is required.

**6.1.7 Directional Signs.** Such sign shall not exceed four (4) square feet, with two (2) faces permitted. The sign shall not exceed four (4) feet in height if freestanding.

**6.1.8 Directory or Name Plate Signs.** Such signs shall not exceed four (4) square feet in area.

**6.1.9 Flags (In connection with a commercial promotion or as an advertising device).**

Official flags of government jurisdiction, flags which are emblems of religious, charitable, public, and nonprofit organizations shall be allowed. One (1) corporate flag shall be permitted in conjunction with at least one (1) governmental flag. No flag shall exceed fifty (50) square feet.

**6.1.10 Governmental Signs, Traffic Control Signs, and Public Notices.**

**6.1.11 Memorial Signs or Tablets.** Such signs contain the name of buildings and date of erection and/or other pertinent information, when cut into any masonry surface or when constructed of bronze or other non-combustible materials and attached flush with the wall surface. A maximum of twelve (12) square feet is permitted.

**6.1.12 Offsite Signs.** Such signs shall adhere to the specific sign regulations in coordination with the appropriate zoning district in where the sign is erected.

**6.1.13 Plat Sign.**

- A. A plat approved by the City Council and filed with the Leavenworth County Register of Deeds office shall be granted one (1) non-illuminated sign per plat.
- B. The sign must be on-site of the platted ground, and shall not exceed eight (8) feet in height, or exceed thirty-two (32) square feet. The minimum setback from any property line shall be thirty (30) feet. The sign may have two (2) faces.
- C. Such sign for residential development shall be removed when certificates of occupancy, temporary or final, have been issued for ninety (90) percent of the dwelling units in the plat. Such sign for non-residential platted ground shall be removed prior to the issuance of any certificate of occupancy, temporary or final, for the last building in the plat.
- D. A sign permit is required.

**6.1.14 Real Estate Sign.**

- A. Single-Family and Two-Family Zoned Properties: Such signs shall not exceed six (6) square feet, with two (2) faces permitted. The maximum height of the sign shall not exceed four (4) feet in height.
- B. Multifamily, Commercial and Industrial Zoned Properties: Such signs shall not exceed thirty-two (32) square feet per sign face, with two (2) faces permitted. The maximum height of the sign shall not exceed eight (8) feet in height.

- C. Undeveloped Land for Sale Signs: In lieu of the signs permitted above, undeveloped and unplatted land over ten (10) acres in size shall be permitted two (2) signs not to exceed thirty-two (32) square feet, with two (2) faces permitted. The signs shall not exceed eight (8) feet in height.
- D. A maximum of one (1) real estate sign per street frontage is allowed per property or building.
- E. Such sign may be displayed for the time the subject property is offered for sale or for lease and for seven (7) days following such sale or lease. In the event more than one unit is for lease or for sale, a real estate sign may continue to be displayed as long as it is properly maintained.
- F. Such sign shall be non-illuminated.

**6.1.15 Sport Venue Signs.** Property owner for such sign shall apply to the Planning Commission and/or City Council for approval of a sign package following the guidelines and procedures set out in Section 7.2. A sign permit is required.

**6.1.16 Temporary Signs.**

- A. Residential Zoned Properties: Such signs shall not exceed eight (8) square feet. The maximum height of the sign shall not exceed four (4) feet in height.
- B. Commercial and Industrial Zoned Properties: Such signs shall not exceed sixteen (16) square feet. The maximum height of the signs shall not exceed eight (8) feet in height.
- C. Such sign is permitted two (2) faces per sign and shall be non-illuminated.
- D. Three (3) signs shall be permitted per property.
- E. Such signs may be displayed for sixty (60) days.

**6.1.17 Traffic Control Signs on private property.** Such signs shall not exceed four (4) square feet, with two (2) faces permitted. A sign shall not exceed four (4) feet in height if freestanding.

**6.1.18 Window Signs.** Signs painted or posted on the surface of any window, when the face area of the sign does not cover more than twenty-five (25) percent of the window.

## **6.2 Residential Zoning Districts**

The following signs shall be permitted with an approved sign permit.

**6.2.1 Wall Signs.**

- A. One (1) wall sign per building, not more than four (4) square feet, mounted on the building, indicating a permitted home occupation.
- B. Such sign may be non-illuminated, internally illuminated or indirectly illuminated. In no case shall the source of light or any light fixture be visible from off-site.
- C. Supports, braces and brackets shall not be visible.

**6.2.2 Monument Signs.**

- A. One (1) monument sign shall be allowed per subdivision entrance.
- B. Such sign shall not exceed six (6) feet in height and sixty (60) square feet.
- C. Architectural features and permanent landscaping shall be integrated for assuring harmony and visual quality for the subdivision.
- D. A sign permit is required.

### **6.2.3 Temporary Subdivision Signs.**

- A. One (1) temporary freestanding, non-illuminated sign is allowed per subdivision entrance.
- B. Such sign shall not exceed eight (8) feet in height, and thirty-two (32) square feet.
- C. Such sign shall be removed after six (6) months.
- D. A sign permit is required.

## **6.3 CP-1 Neighborhood Business Districts**

The following signs shall be permitted with an approved sign permit.

**6.3.1 Wall Signs.** Each business or establishment shall be permitted not more than two (2) wall signs, limited to one (1) per wall. The area of the wall sign shall not exceed two (2) square feet per lineal foot of the area of the wall upon which it is mounted or no more than twenty-five (25) percent of the area of wall on which the signage is placed. Wall signs include canopy or awning signs.

### **6.3.2 Monument Signs.**

- A. In lieu of one (1) of the above permitted wall signs, one (1) monument sign shall be permitted for each freestanding building housing one (1) tenant. The sign shall not exceed eighty (80) square feet and ten (10) feet in height.
- B. In addition to the signs permitted above, each complex, as defined in Section 3.1, shall be permitted one (1) identification (monument) sign with names of tenants.
- C. In complexes, or single business sites, on property more than five (5) acres in size and with more than one (1) street frontage, or one thousand (1,000) feet of street frontage, a second identification (monument) sign shall be permitted on each street frontage.

### **6.3.3 Projecting Signs.**

- A. In lieu of one (1) of the above permitted monument signs, one (1) projecting sign shall be permitted.
- B. Such projecting sign shall not exceed sixteen (16) square feet, with two (2) faces permitted.
- C. The sign shall not extend more than six (6) feet from the face of the building.
- D. In the event the property has more than one (1) street frontage, a second projecting sign shall be permitted on each street frontage.
- E. A sign permit is required.

**6.3.4 Attention-Attracting Devices or Signs.** Such device or sign may be permitted upon approval by the Planning Commission and/or City Council. A sign permit is required.

**6.3.5 Changeable Copy Signs.** Such sign shall be a component of a monument sign defined in Section 6.3.2.

- A. Such sign shall not exceed a face area of thirty-two (32) square feet.
- B. Existing freestanding signs constructed without a changeable copy sign shall not be permitted to add a changeable copy sign component.

- C. No Changeable copy sign (automatic) shall be erected without a light detector/photocell, or a scheduled dimming timer by which the sign's brightness shall be dimmed when ambient light conditions darken.
- D. Changeable copy sign (automatic) shall be turned off no later than 10:00 p.m. if located within one hundred (100) feet and/or abutting a residentially zoned district.
- E. Illumination for changeable copy sign (automatic) shall not exceed seventy (70) foot candles as measured at a distance of two (2) feet from the source of light.
- F. Changeable copy sign (automatic) shall be approved by the Planning Commission and/or City Council. A sign permit is required.

**6.3.6 Under Canopy Signs.** In complexes with three (3) or more tenants, under canopy signs shall be permitted in addition to the signage described above. One (1) such sign will be permitted for each business. Under canopy signs shall not exceed two (2) square feet.

## **6.4 CP-2 General Business Districts**

The following signs shall be permitted with an approved sign permit.

**6.4.1 Wall Signs.** Same as permitted in Section 6.3.1.

**6.4.2 Monument Signs.**

- A. Same as permitted in Section 6.3.2.
- B. The sign shall not exceed one-hundred (100) square feet and twenty (20) feet in height.
- C. Complexes, or on property more than ten (10) acres in size, shall be required to prepare a set of sign criteria, as defined in Section 7.1, governing all exterior signs in the complex.

**6.4.3 Attention-Attracting Devices or Signs.** Same as permitted in Section 6.3.4.

**6.4.4 Under Canopy Signs.** Same as permitted in Section 6.3.6.

**6.4.5 Menu-Boards.** Drive-through restaurants and car washes may have two (2) menu boards located in conjunction with each drive-through lane. Such sign shall not exceed eight (8) feet in height and thirty-two (32) square feet. A sign permit is required.

## **6.5 Industrial Districts**

Signs associated with such districts shall be required to prepare a set of sign criteria, as defined in Section 7.1, governing all exterior signs in the development.

## **6.6 Mixed-Use Districts**

Signs associated with such districts shall be required to prepare a set of sign criteria, as defined in Section 7.1, governing all exterior signs in the development.

# Section 7

## Private Sign Criteria and Special Use Permit

### 7.1 Private Sign Criteria

All hotels and motor hotels, shopping centers, business parks, office parks, mixed use districts, or industrial districts shall be required to prepare a set of sign criteria governing all signs in the development. Such criteria shall be binding upon all subsequent purchasers or lessees within the development. Unless the Planning Commission and/or City Council approves an alternate sign design, the criteria shall specify that wall signs shall be individual letters for the primary sign elements. Secondary sign elements, including logo signs, may be allowed as cabinet type signs. The design of any monument sign must be included within the sign criteria. The size, colors, materials, styles of lettering, appearance of logos, types of illumination and location of shall be set out in such criteria. In all respects, the criteria shall be within the regulations set out in this Code and shall be for the purpose of assuring harmony and visual quality throughout the development. Final development plans (in the case of a planned zoning district) or building permits (in the case of a conventional zoning district) shall not be approved until the Planning Commission and/or City Council has approved the sign criteria. No sign permit shall be issued for a sign that does not conform to the criteria. For the purposes of this Section, the terms "shopping centers, business parks, offices parks or industrial parks" shall mean a project of one or more buildings that has been planned as an integrated unit or cluster on property under unified control or ownership at the time zoning was approved by the City. The sale, subdivision or other partition of the site after zoning approval does not exempt the project or portions thereof from complying with these regulations relative to the number of detached signs, harmony and visual quality of signs to be installed. Once the sign criteria has been approved, the Planning Commission and/or City Council may modify the sign criteria in whole or in part upon application by the property owner. Where the ownership of the development is divided among two or more entities, proposed amendments to the sign criteria must have written support from all owners or be specifically designed to affect only the property owned or represented by the applicant. A sign permit is required.

### 7.2 Special Use Permit

Any signs or advertising structures, which are not specifically permitted under this ordinance, may be approved by a special use permit. In the case of special use permits, all wall and detached signs shall be approved by the Planning Commission and/or City Council, except where private sign criteria have been previously approved for the development. In reviewing and approving such signs, the Planning Commission shall take into consideration (1) the use of the facility, (2) the height of the building, (3) the surrounding land uses and zoning districts, (4) the relationship of the site to surrounding roadway systems, (5) topography of the site, and (6) duration. Where appropriate, the sign regulations of the underlying zoning district or the most analogous zoning district may be followed. Pole signs may be permitted for the main use. A sign permit is required.

# Section 8

## Prohibited, Maintenance, Abandoned, Nonconforming Signs

### 8.1 Prohibited Signs

It shall be a violation of these zoning regulations to erect, install, place or maintain the following signs.

- A. Any signs or advertising structures which are not specifically permitted under the sign subsection in the schedule of district regulations or otherwise specifically permitted under these zoning regulations.
- B. Any sign or advertising structure which constitutes a traffic hazard or a detriment to traffic safety by reason of it's size, location, movement, content, coloring, or method of illumination, or by obstructing the vision of drivers, or signs that obstruct or detract from the visibility of traffic control devices or emergency vehicles. The use of flashing lights or revolving lights is prohibited in any signs as constituting a hazard to traffic. Any sign which by glare or method of illumination constitutes a hazard to traffic is prohibited. Exterior neon lighting, illuminated banding or other types of lighting that creates a glow is prohibited unless it is approved by the Planning Commission as part of an overall theme for the development area.
- C. Any sign or advertising structure with words, scenes or graphics which are obscene, indecent and prurient, within the meaning of K.S.A. 21-4301, as amended.
- D. Any sign or advertising structure (other than those erected by a governmental agency or required to be erected by a governmental agency for a public purpose) erected, installed or placed on the right-of-way of any street, road or public way, or signs overhanging or infringing upon the right-of-way of any street, road or public way, except as specifically permitted by these regulations.
- E. Any sign or advertising structure erected on City of Basehor property or other governmental property other than signs erected by said governmental entity of public purposes.
- F. Any sign or advertising structure which is erected, installed or maintained that obstructs any fire escape, required exit, window or door opening intended as a means of ingress or egress.
- G. Signage is prohibited on the rear of a building, except for the following:
  1. A sign located on a rear exit door to identify the tenant of the building. Such sign may consist of the business name and/or address with no greater than six (6) inch non-illuminated letters painted, printed, stenciled or attached to the face of the rear door and covering no greater than twenty (20) percent of that door.
  2. Where the rear of a commercial building is oriented toward street right-of-way or an internal shopping center access drive, a wall sign in accordance with Section 6.4.1 may be permitted on the rear wall of the building only if the building façade is architecturally designed to resemble the principal or front facade of the building by including similar architectural features such as windows, doors, awnings, building materials, etc. The rear of a building is that side of a building opposite from the principal or main entrance to a building.
- H. "A" Frame Sign.
- I. Signs emitting audible sounds (except menu boards), odors, or visible matter.

- J. Attention-attracting devices, unless approved by the Planning Commission and/or City Council.
- K. Animated signs or elements of signs, that are animated, moving, flashing, blinking, reflecting, revolving and/or rotating including search lights, strobe lights, and disco balls.
- L. Abandoned signs.
- M. Obsolete signs.
- N. Snipe signs, except warning signs posted by public utility companies.
- O. Roof signs.
- P. Portable signs, excluding real estate signs.
- Q. Signs on Trees, Fences, or Utility Poles. No sign shall be attached to a tree, fence, or utility pole on public property, other than warning signs posted by the utility company, or greater than two (2) square feet on private property.
- R. Pole signs.
- S. Temporary signs, unless authorized by this ordinance.
- T. Vehicular signs, except that company or corporation name or logo painted on a motor vehicle or semi-trailer normally in motion during use shall not be considered a vehicular sign when moved at least one (1) time during a twenty-four (24) hour period.
- U. Painted wall signs which are painted directly on the wall of a building or surface, except signs painted on a window in a commercial building (as part of the permitted wall sign) shall be permitted.
- V. Directly illuminated signs, except to the extent specifically authorized in this ordinance.
- W. Signs containing false or misleading advertising.
- X. Signs falsely stating that property is zoned for specified land uses or signs stating that property will be zoned for specified land uses in the future.
- Y. Signs declaring property is reserved for or is being held for a future land use which is inconsistent with the existing zoning classification for the land.

## **8.2 Sign Maintenance**

**8.2.1 Sign Maintenance.** Any sign or advertising structure erected or installed under the provisions of this section shall be maintained in safe, functional and sound structural condition at all times. General maintenance of said sign shall include the replacement of nonfunctional, broken, or defective parts, painting, cleaning and upkeep of the premises immediately surrounding the sign or advertising structure, and any other action required for the maintenance of said sign or advertising structure. All signs and supporting structures shall be kept painted or treated in some manner to prevent rust, decay or deterioration.

**8.2.2 Public Easement.** Should any sign, which is placed in a public easement, be damaged due to maintenance of utilities in that easement by the City or others, the cost for repairs or replacement of said sign shall be borne by the sign owner.

## **8.3 Abandoned Signs**

**8.3.1 Definition.** Except as may be otherwise provided for in this ordinance, any sign which is located on a building, structure, or real property which becomes vacant and unoccupied for a period of three (3) months or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be removed by the owner of the sign or the owner of the premises. When a wall sign is removed, the wall of the building or structure shall be restored to its normal appearance. Removal of a monument or highway sign shall include the face and base. Any sign structure that is in conformance with this ordinance may remain as long as it is maintained and does not become unsafe or unsightly.

**8.3.2 Violation.** If after the three (3) month time period has elapsed and the sign has not been removed, the Code Enforcement Officer shall notify, in writing, the property owner of record that the sign shall be removed within thirty (30) days after the date of the notice. If the sign has not been removed within thirty (30) days after the date of the notice, the Code Enforcement Officer may have the sign removed and the associated costs assessed to the property.

**8.3.3 Failure to Comply.** The City Clerk shall mail a statement of such cost for the removal of said sign to the last known address of the owner of record of the property, or a person in charge of such property. If such costs are not paid within ten (10) days from the mailing of such notice, the Governing Body of the City shall proceed to pass an ordinance levying a special assessment for such cost against the lot or piece of land. The City Clerk shall certify such assessment to the County Clerk for collection and payment to the City in the same manner as other assessments and taxes are collected and paid to the City.

## **8.4 Nonconforming Signs**

Nonconforming signs are declared by this zoning ordinance to be incompatible to, and inconsistent with, land development and other permitted signs set forth within any particular zoning district. It is the intent of this section to allow those nonconforming signs to continue until they are removed under the terms of this ordinance, but not to encourage their survival.

**8.4.1 Alterations of Nonconforming Signs.** Nonconforming signs or advertising structures shall be expanded, relocated or restored unless said signs or advertising structures are brought into conformance with the provisions of this section or any other applicable City code requirement.

**8.4.2 Replacement, Restoration or Reconstruction.** In the event that any existing nonconforming sign, as provided for in this section, is damaged by any means, including, but not limited to, fire, flood, wind, explosion, act of God, or act of a public enemy, to an extent of fifty (50) percent or more of the replacement, restoration or reconstruction value of the sign, or fifty (50) percent of the square footage of the sign copy area, said sign shall not be replaced, restored or reconstructed unless it is brought into full compliance with the provisions of this Zoning Ordinance. Any nonconforming sign which remains damaged or in disrepair, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three (3) months following the date of damage without the issuance of a valid sign

permit, shall not be replaced, restored or reconstructed unless it is brought into full compliance with all applicable codes and ordinances.

**8.4.3 Repair and Maintenance.** Routine repairs and maintenance of nonconforming signs necessary to maintain health and safety may be permitted. Said repairs and maintenance shall include such activities as painting and the replacement of a damaged or deteriorated sign face. The cost of said repairs and maintenance shall not exceed fifty (50) percent of the value of the sign which is to be repaired or maintained. Said value shall be that which is current at the time of the repair or maintenance. Prior to said repair and maintenance taking place, the Planning department shall be consulted to determine if a sign permit is necessary. If such determination is made, then all applicable work performed shall be accomplished through the issuance of a valid sign permit as required by this ordinance.

**8.4.4 Termination of Nonconforming Signs.** Upon the discontinuance of a use to which any nonconforming sign or advertising structure is accessory to, the tenant or property owner shall remove all nonconforming signs, supports and structures upon the building or property upon which said use was located.

## **8.5 Violations and Penalties**

**8.5.1 Enforcement Personal.** It shall be the duty of the Planning Director, or his/her designee, to enforce all provisions of this ordinance. It shall be unlawful for any person to interfere with the designee in the performance of the duties assigned under this ordinance.

**8.5.2 Declaration of Nuisance.** The Governing Body hereby determines that the public peace, safety, health and welfare requires that all signs and sign structures hereafter constructed or erected shall conform and comply with such requirements forthwith. All signs which shall hereafter be constructed or erected in violation of the provisions of this ordinance shall be declared public nuisance, and shall be removed and abated in the manner provided by law.

**8.5.3 Violation.** Any violation of this ordinance may be punished by imprisonment of not more than six (6) months, nor a fine in excess of one thousand (1,000) dollars. Any violation of this ordinance may be prosecuted in Municipal Court for the City of Basehor. Each twenty-four (24) consecutive hour period during or on which a violation occurs or continues shall constitute a separate offense and shall be punished as such under the provisions of this ordinance. The court may impose a fine of not more than one thousand (1,000) dollars, or a period of imprisonment of not more than six (6) months or both.

## 8.6 Schedule of Permitted Signs

SIGN TYPE	Zoning District						
	R-1	R-2	R-3	CP-1	CP-2	Industrial	Mixed-Use
Address Number Signs				S	S	S	S
Attention-Attraction Devices or Signs				P	P	P	P
Awning or Canopy Signs	S	S	S	S	S	P	P
Banner Signs			S	S	S	S	S
Changeable Copy Signs				S		P	P
Complex (multi-tenant) Signs				S	S/P	P	P
Directional Signs							
Directory or Name Plate Signs							
Flags							
Governmental Signs	S	S	S	S	S	S	S
Memorial Sign or Tablets	S	S	S	S	S	S	S
Menu Board Signs					S		
Monument	S	S	S	S	P	P	P
Plat Sign	S	S	S	S	S	S	S
Pole Signs			SUP	SUP	SUP	SUP	SUP
Projecting Signs				S		P	P
Public/Semi-Public Facility Signs	S/P	S/P	S/P	S/P	S/P	S/P	S/P
Real Estate Sign							
Sports Venue Signs	P	P	P	P	P	P	P
Subdivision Signs	S	S	S				
Temporary Signs							
Temporary Subdivision Signs	S	S	S				
Traffic Control Signs on Private Property							
Under Canopy Signs							
Wall Signs	S	S	S	S	P	P	P

**NOTE:**

**S = CITY STAFF APPROVAL**

**P = PLANNING COMMISSION APPROVAL**

**SUP = SPECIAL USE PERMIT**



# Current Sign Regulations.

## ARTICLE 8

### SIGNS AND BILLBOARDS

#### **4-801: PURPOSE:**

The purpose of this article shall be to coordinate the type, placement, and physical dimensions of signs within different land-use zones; to recognize the commercial communication requirements of all sectors of the business community; to encourage the innovative use of design; to promote both renovation and proper maintenance; to allow for special circumstances; and to guarantee equal treatment under the law through accurate record keeping and consistent enforcement. These shall be accomplished by regulation of the display, erection, use, and maintenance of signs. The use of signs is regulated according to zoning districts. The placement and physical dimensions of signs are regulated primarily by type and length of street frontage. No sign shall be permitted as a main or accessory use except in accordance with the provisions of this ordinance.

#### **4-802: APPLICABILITY:**

No land or building or structure shall be used for sign purposes except as specified herein. All signs in existence at the time of passage of this ordinance must register with the Planning and Zoning Department. All signs legally existing at the time of passage of these regulations may remain in use under the conditions of legal nonconformance. Signs in legal nonconformance shall not be enlarged, moved, lighted, or reconstructed; however, the change of the advertising display shall not be restricted except as previously stated. After the effective date of this regulation, no sign shall be erected, enlarged, constructed, or otherwise installed without first obtaining a building permit. All signs shall be constructed in such a manner and of such material that they shall be safe and substantial.

#### **4-803: DEFINITIONS:**

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein:

**Abandoned Sign:** A sign, which no longer identifies or advertises; a bona-fide business, lessee, service, owner, product or activity and/or for which no legal owner can be found.

**Administrator:** The code administrator or his/her designated representative.

**Advertising Sign:** See the definition for "Off-Site Sign".

**Animated Sign:** Any sign which uses movement or change of lighting to depict action.

**Awning:** A shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework. (Compare Marquee)

**Awning Sign:** A sign painted on, printed on, or attached flat against the surface of an awning.

**Banner:** A sign made of fabric or any non-rigid material with no enclosing framework

**Beacon:** A stationary or revolving light which flashes or projects illumination, single color or multi-colored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under safety regulations described by the Federal Aviation Agency or similar agencies.

**Billboard:** See “Off-Site Sign”

**Building:** As defined in the most recent edition of the Building Code adopted by the City.

**Bulletin Board Sign:** A sign that indicates the name of an institution or organization on whose premises it is located and which contains the name of the institution or organization, the name or names of persons connected with it, and announcements of events or activities occurring at the institution. Such sign may also present a greeting or similar message.

**Business Sign:** A sign that directs attention to a business or profession conducted, or to products, services, or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed.

**Changeable Copy Sign (Automatic):** A sign on which the copy changes automatically on a lamp bank or through mechanical means; e.g. Electrical or electronic time and temperature units.

**Changeable Copy Sign (Manual):** A sign on which copy is changed manually; e.g. Signs with changeable letters.

**City:** Unless the context clearly discloses a contrary intent, the word “city” shall mean the City of Basehor, Kansas.

**Clearance (of a sign):** The smallest vertical distance between the grade of the adjacent street or street curb and the lowest point of any sign, including framework and embellishments, extending over that grade.

**Construction Sign:** A temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.

**Controlled Access Highway:** Any state or federal numbered highway, designated, by ordinance as a controlled access highway by the Governing Body of the City.

**Copy:** The wording on a sign surface in either permanent or removable letter form.

**Double-Faced Sign:** A sign with two faces.

**Electrical Sign:** A sign or sign structure in which electrical wiring, connections, or fixtures are used.

**Erect:** To build, construct, attach, hang, place, suspend, or affix a sign, or paint a wall sign.

**Façade:** The entire building front, including the parapet.

**Face of Sign:** The area of a sign on which the copy is placed.

**Flashing Sign:** An illuminated sign when in use does not have artificial or reflected light maintained stationary and constant in intensity and color at all times.

**Free-Standing Sign:** A sign which is attached to or a part of a completely self-supporting structure. The supporting structure shall be firmly in or below the ground surface and not attached to any building or any other structure whether portable or stationary.

**Frontage:** The length of the property abutting on one side of a street, measured along the dividing line between the property and the street right-of-way.

**Frontage, Building:** The length of an outside building wall on a public or private right-of-way.

**Governmental:** Signs of a duly constituted governmental body, including traffic or similar regulatory signs, legal notices, warnings at railroad crossings, and other instructional or regulatory signs having to do with health, safety, parking, swimming, dumping, etc.

**Gross Area:** See General Standards.

**Ground Sign:** Any sign placed upon, or supported by, the ground independent of the principal building or structure on the property, where the bottom edge of the sign is less than six (6) feet above the ground.

**Height of a Sign:** As measured from the ground elevation at the base of the sign to the highest point of the sign.

**Identification Sign:** A sign whose copy is limited to the name and address of a building, institution, or person, and/or to the activity or occupation being identified.

**Illegal Sign:** A sign which does not meet the requirements of this code and which has not received legal nonconformance status.

**Illuminated Sign:** A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

**Incidental Sign:** A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises; e.g., a credit card sign or a sign indicating hours of business.

**Lot:** A parcel of land legally defined on a subdivision map or defined by a legal record of survey map and recorded with the land registry office.

**Maintenance:** For the purpose of this ordinance, the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

**Mansard:** A sloped roof or roof-like façade architecturally comparable to a building wall.

**Marquee Sign:** Any sign attached to or supported by a marquee structure.

**Nameplate:** See "Identification Sign"

**Nonconforming Sign:** A sign which was erected legally but which does not comply with subsequently enacted sign restrictions and regulations, or a sign which does not conform to the sign code requirements but for which a variance has been authorized.

**Occupancy:** The portion of a building or premises owned, leased, rented, or otherwise occupied for a given use.

**Off-Site Sign:** A sign structure advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which the sign is located; e.g., billboards.

**On-Site Sign:** A sign which pertains to the use of the premises on which it is located.

**Owner:** A person recorded as such on official records. For the purposes of this ordinance, the owner of property on which a sign is located is presumed to be the owner of the sign, unless facts to the contrary are officially recorded or otherwise brought to the attention of the Code Administrator; e.g., a sign Teased from a sign company.

**Painted Wall Sign:** A sign in which paint or similar substance are placed on the face of a wall.

**Parapet:** The extension of a false front or wall above a roof line.

**Person:** For the purposes of this ordinance, any individual, corporation, association, firm, partnership, or similarly defined interest.

**Pole Sign:** Any sign placed upon, or supported by, the ground independent of the principle building or structure on the property, where the bottom edge of the sign is six (6) feet or more above the ground level.

**Political Sign:** For the purpose of this ordinance, a temporary sign used in connection with a local, state, or national election or referendum.

**Portable Sign:** Any sign designed to be moved easily and not permanently affixed to the ground or to a structure or a building.

**Portable Swinger Sign and "A" Frame or Sandwich Sign:** An advertising device in the shape of an "A" or some variation thereof, located on the ground, easily moveable, not permanently attached thereto, and which is usually two-sided.

**Portable Temporary Attraction Sign:** A single or double surface painted or poster panel type sign or some variation thereof, which is temporary in nature, usually mounted on wheels, easily moveable, not permanently attached thereto.

**Premises:** A parcel of land with its appurtenances and buildings.

**Projecting Sign:** A sign, other than a flat wall sign which is attached to and projects from a building wall or other structure, specifically designed to support the sign.

**Real Estate Sign:** A temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

**Roof line:** The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

**Roof Sign:** Any sign erected over or on the roof line of a building.

**Rotating Sign:** A sign, in which the sign itself or any portion of the sign, moves in a revolving or similar manner, such motion does not refer to methods of changing copy.

**Sign:** Any device, structure, fixture, or placard using graphics, symbols, and/or written copy designed specifically for the purpose of advertising or identifying any establishment, product, goods, or services.

**Subdivision Identification Sign:** A sign identifying a recognized subdivision, condominium complex, or residential development.

**Temporary Sign:** A sign constructed or intended for a period of use not to exceed sixty (60) days, and a frequency of use of not more than three (3) times a year.

**Use:** The purpose, for which a building, lot, sign or structure is intended, designed, occupied, or maintained.

**Wall Sign:** A sign attached parallel to and extending not more than twelve (12) inches from the wall of a building. This definition includes painted, individual letter, cabinet signs, and signs on a mansard.

**Window Sign:** A sign installed inside or painted on a window and intended to be viewed from the outside.

#### **4-804: GENERAL STANDARDS:**

**(A) Gross Area of Sign:** Gross area shall include the entire area within a single continuous perimeter enclosing the outer limits of the sign, exclusive of the base on which it is mounted or from which it is suspended. If more than one side of a sign is used for copy, then the area of both sides shall be used to compute the gross area of the sign. On multi-faced signs with the same copy on all faces, only one face of the sign shall be used to compute the gross area. On lots where more than one sign is located, the total gross area of all signs shall not exceed the maximum gross area permitted by this regulation.

For computing the gross area of any wall sign that consists of letters mounted or painted on a wall, the area shall be deemed to be the area of the smallest rectangular figure which can encompass all of the letters.

**(B) Lineal Street Frontage:** In those districts where gross sign area is allocated based on lineal street frontage and the tract or parcel is adjacent to more than one (1) street, the lineal street frontage shall be determined by using the whole

dimension of the fronting street and one-half (1/2) the dimension of the adjacent (2nd) street.

**(C) Lighting:** Unless otherwise specified by this ordinance, all signs may be illuminated. However, no sign regulated by this ordinance may utilize:

- (1) An exposed incandescent lamp with an external reflector and without a sun screen or comparable diffuser.
- (2) Any exposed incandescent lamp in excess of 150 watts unless a screen is attached or unless the sign is placed over twenty (20) feet above the ground.
- (3) Electronic time/temp message centers are acceptable.

**(D) Changeable Copy:** Unless otherwise specified by this ordinance, any sign herein allowed may use manual or automatic changeable copy.

**(E) Prohibitions:**

- (1) **Public Property:** No signs other than signs placed by agencies of government shall be erected on any public property.
- (2) **Private Property:** No sign shall be placed on any private property without the consent of the owner of the property.
- (3) **Access way or Window:** No sign shall block any required access way or window.
- (4) **Signs on Trees or Utility Poles:** No sign shall be attached to a tree or utility pole on public property or in public right-of-way and no sign greater than two (2) sq. ft. shall be attached to any tree or utility pole on private property.
- (5) **Beacon/Spotlight:** It shall be unlawful for any person to operate or erect any attraction device or sign which contains a beacon of any type/or contains a spotlight providing direct illumination, without a Conditional Use Permit.
- (6) **Flashing, Blinking Signs:** It shall be unlawful for any person to erect an attraction device or sign that flashes, blinks, or is animated. Illumination of attraction devices or signs that fluctuate in light intensity shall be prohibited.
- (7) **Roof Signs:** No roof sign shall be placed on the roof of any building or

structure in any zoning district of the city, unless all requirements of the Building Codes for the structure and sign and the Fire Department are met.

**(8) Free-Standing Signs:** It shall be unlawful to erect any free-standing sign whose total height is greater than the height specified for each zoning district.

**(9) Projecting Signs:** It shall be unlawful to erect any projecting sign that projects more than six (6) feet from the wall of the building upon which it is erected and closer than five (5) feet to any curb line or which projects beyond the end or top of the wall to which it is attached. Display surface area of projecting signs shall not exceed thirty (30) square feet. Only one (1) projecting sign per business shall be permitted, and a projecting sign shall not be permitted on property which has a freestanding sign.

**(10) Off-Site (Billboard) Signs.** It shall be unlawful to erect any off-site (billboard) sign in any zoning district of the city. No property wishing to be annexed into the city shall have any off-site (billboard) sign on the property.

**(F) Traffic Safety:**

**(1)** No sign shall be maintained at any location where by reason of its position, size, shape, or color, it may obstruct, impair, obscure, interfere with the view of, or be confused with any traffic or railroad control sign, signal or device, or where it may interfere with, mislead, or confuse traffic.

**(2)** Any sign located within three (3) feet of a driveway or within a parking area shall have its lowest elevation at least ten (10) feet above the curb level; however, no sign shall be placed so as to project over any public right-of-way.

**(3)** No sign shall be placed in the sight triangle as defined in the Technical Specifications for Public and Private Improvements of the City of Basehor, Kansas.

**(G) Nonconforming Signs:**

**(1) Legal Nonconforming Signs:** Existing signs which do not conform to the specific provisions of this ordinance may be eligible for the designation of "legal nonconforming", provided that:

**(a)** The code administrator or his/her designated representative determines that such signs are properly maintained and do not in

any way endanger the public.

(b) The sign was covered by a valid sign permit or variance or complied with all applicable laws on January 1, 2002.

**(2) Loss of Legal Nonconforming Status:** A legal nonconforming sign may lose the designation if:

(a) The sign is relocated or replaced.

(b) The structure or size of the sign is altered in any way except towards compliance with this ordinance. This does not refer to change of copy or normal maintenance.

**(H) Sign Maintenance:**

**(1) Permit Number:** Every sign hereafter registered shall show the permit number and date of permit in a conspicuous place on site.

**(2) Free Standing Signs:** All free-standing signs and the premises surrounding the same shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds.

**(3) Enforcement:** If the code administrator or his/her designated representative finds that any sign or other advertising structure regulated by this code is unsafe, insecure, a menace to the public, abandoned, maintained in a dilapidated condition, or has been constructed or erected or is being maintained in violation of the provisions of this article, the code administrator or his/her designated representative shall give written notice to the permittee or property owner thereof. If the permittee or property owner fails to remove or alter the structure so as to comply with the standards herein set forth within ten (10) days after such notice, such sign or other advertising structure may be removed or altered to comply, at the direction of the code administrator and at the expense of the permittee or owner of the property upon which it is located. The code administrator shall refuse to issue a permit to any permittee or owner who refuses to pay costs so assessed.

**(4) Dangerous Signs:** The code administrator may cause any sign or other advertising structure which is an immediate peril to persons or property to be removed summarily and without notice.

#### **4-805: PERMITS:**

Unless otherwise provided by this ordinance, all new or altered signs shall require permits and payment of fees. No permit is required for the maintenance of a sign or the change of copy on painted, printed, or changeable copy signs.

**(A) Application for Permit:** Application for a permit for the erection, alteration, or relocation of a sign shall be made to the Planning and Zoning Department upon a form provided by the department and shall include the following information:

- (1) Name and address of the owner of the sign.
- (2) Street address or location of the property on which the sign is to be located, along with the name and address of the property owner.
- (3) Name of person, firm, corporation, or association erecting the sign.
- (4) The type and size of the sign or sign structure as defined in this ordinance.
- (5) A site plan showing the proposed location of the sign, along with the locations and square footage areas of all existing signs on the same premises.

**(B) Permit Fees:** Every applicant, before being granted a permit, shall pay to the City of Basehor a permit fee of \$125.00 (one-hundred-twenty-five dollars).

**(C) Issuance of Permit:** It shall be the duty of the Code Administrator, upon the filing of an application for a permit, to examine the plans and specifications and other data and the premises upon which it is proposed to erect the sign or other advertising structure, and if it shall appear that the proposed structure is in compliance with all the requirements of this article and all other laws and ordinances of the city, the code administrator shall then issue the permit. If the work authorized under a permit has not been completed within six (6) months after the date of issuance, the said permit is null and void.

#### **4-806: EXEMPTIONS:**

**(A) Total Exemptions:** The following signs shall be exempt from all requirements of this article, except for the provisions of 4-804 above:

- (1) Flags or emblems of a governmental or political, civic, philanthropic, educational, or religious organization, displayed on private property.

(2) Signs of a duly constituted governmental body, including traffic or similar regulatory signs, legal notices, warnings at railroad crossings, and other instructional or regulatory signs having to do with health, safety, parking, swimming, dumping, etc.

(3) Memorial signs or tablets, names of buildings and dates of erection, when cut into any masonry surface or when constructed of bronze or other noncombustible materials.

(4) Directional, identification, and informational signs, provided that such signs are limited to wall and free-standing signs with a maximum of four (4) square feet of display surface area.

(5) Scoreboards on athletic stadiums.

(6) Political campaign signs, not exceeding eight (8) square feet in area in residential districts and sixteen (16) square feet in commercial districts, displayed during no more than a four (4) week period preceding and a one (1) week period following an election. This exemption does not permit the placement of political signs in the public right-of-way.

(7) Temporary signs for garage or porch sales at residences for a period not to exceed three (3) days.

**(B) Exemptions from Sign Permit:** The following signs shall comply with all of the other regulations imposed by this article, but shall be exempt from the requirement to obtain a sign permit:

(1) Bulletin board signs six (6) feet or less in height, with display surface area up to sixteen (16) square feet.

(2) Business signs when located on property used for agricultural purposes and pertaining to the sale of agricultural products produced on the premises.

(3) Construction signs not exceeding eight (8) square feet in area.

(4) Home occupation signs erected flat against the wall of the building and not exceeding four (4) square feet in area.

(5) One on-site building construction sign on each construction site in any zoning district, provided that the maximum display surface area shall not exceed a total of eight (8) square feet.

- (6) Private sales event signs placed on private property to advertise a specials sales event.
- (7) Professional name plates erected flat on walls of buildings and not exceeding four (4) square feet of display surface area.
- (8) Real estate signs not exceeding eight (8) square feet in area. See zoning districts for maximum allowable square footage with a permit.
- (9) Repainting of signs, or the changing of letters or numbers on signs designed for changeable lettering or numbering which were legally erected and maintained for such purposes.
- (10) All signs located within a building that is not visible to the public outside said building.
- (11) Signs painted on, or affixed to, glass surfaces of windows or doors and pertaining to the lawful business conducted within.
- (12) One temporary subdivision identification sign indirectly illuminated, not to exceed 32 (thirty-two) square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six months within 50 (fifty) feet of an occupied structure.
- (13) Temporary signs and banners. (See definition of temporary signs)
- (14) Time and temperature displays without advertising matter, providing all clearances prescribed herein for signs similarly located are maintained.

**4-807: DISTRICT REGULATIONS:**

**“R-0” Rural Residential District:**

**(1) Functional Types Permitted:**

- (a) Advertising Signs
- (b) Business signs, pertaining to the sale of agricultural products produced on the premises and home occupations.
- (c) Construction signs.
- (d) Identification signs.

(e) Name plate signs.

(f) Real estate signs.

(g) Bulletin board signs

**(2) Structural Types Permitted:**

(a) Pole signs.

(b) Wall signs.

(c) Ground signs.

**(3) Number of signs permitted:** One sign per six-hundred-sixty (660) feet of frontage

**(4) Maximum Gross Area:**

(a) Advertising Signs: Seven-hundred (700) square feet per sign

(b) Bulletin Board: Twenty-four (24) square feet

(c) Business/Home Occupation Signs: Four (4) square feet

(d) Construction Signs: Eight (8) square feet

(e) Identification Signs: Four (4) square feet

(f) Name Plate Signs: Four (4) square feet

(g) Real Estate Signs: Eight (8) square feet per one-hundred-sixty-five (165) feet of frontage to a maximum of thirty-two (32) square feet per six-hundred-sixty (660) feet or more of frontage.

**(5) Maximum Height:** Forty-five (45) feet.

**(6) Setbacks:** None, except that advertising signs shall observe any setback required by state or federal law.

**“R-1” Single Family, “R-2” Duplex, “R-3” Multi-Family, “MH-1” and “MH-2” Mobil Home Park, “RV” Recreational Vehicle Park, and “PR” Planned Residential Districts**

**(1) Functional Types Permitted:**

(a) Business signs pertaining to home occupations and subject to the sign requirements of the home occupation section of this regulation.

(b) Construction signs.

(c) Identification signs.

(d) Name plate signs.

(e) Real estate signs.

**(2) Structural Types Permitted:**

(a) Ground signs.

(b) Wall signs.

**(3) Number of Signs Permitted:** One (1) per zoning lot

**(4) Maximum Gross area:**

(a) Business Signs: Home Occupations: Four (4) square feet

(b) Identification Signs: Fifty (50) square feet

(c) Construction Signs: twenty (20) square feet

(d) Name Plate Signs: Four (4) square feet

(e) Real Estate Signs: Eight (8) square feet, one per lot.

**(5) Maximum Height:** Fifteen (15) feet

**(6) Setback:** No sign shall be placed closer to the front property line than one-half (1/2) the distance of the front yard in residential uses. For commercial uses, the setback shall be as required in the associated zoning classification for the proposed commercial use.

**“CP-1” NEIGHBORHOOD BUSINESS; “CP-2” GENERAL BUSINESS**

**(1) Functional Types permitted:**

(a) Advertising signs.

- (b) Business signs.
- (c) Construction signs.
- (d) Identification signs.
- (e) Name Plate signs.
- (f) Real Estate signs.

**(2) Structural Types Permitted:**

- (a) Awning, Canopy, or Marquee signs.
- (b) Ground signs.
- (c) Pole signs.
- (d) Projecting signs.
- (e) Wall signs.

**(3) Number of Signs Permitted:** In no event shall more than a total of three (3) signs be permitted per zoning lot.

- (a) Awning, Canopy, Marquee, or wall signs: No limitation
- (b) Ground and Pole signs: Two (2) per zoning lot.
- (c) Projecting signs: One (1) per zoning lot.
- (d) Advertising signs: One (1) per zoning lot in “CP-2” Districts, none in “CPI” Districts.
- (e) Real Estate signs: One (1) per zoning lot.

**(4) Maximum Gross Surface Area:** Four (4) square feet for each lineal foot of street frontage, provided no single sign shall exceed a gross surface area of three hundred (300) square feet.

**EXCEPTION:**

- (a) Real Estate signs shall not exceed sixteen (16) square feet.

**(5) Maximum Height:** Forty (40) feet.

**(6) Setback:** None, except that advertising signs shall maintain the same setback that is required for principal structures.

**“I-1” Light Industrial, “I-2” Heavy Industrial, and “P-I” Planned Industrial Districts**

**(1) Functional types Permitted:**

- (a) Advertising Signs.
- (b) Bulletin Board Signs.
- (c) Business Signs.
- (d) Construction Signs.
- (e) Identification Signs.
- (f) Name Plate Signs.
- (g) Real Estate Signs.

**(2) Structural Types Permitted:**

- (a) Awning, Canopy, and Marquee Signs.
- (b) Ground Signs.
- (c) Pole Signs.
- (d) Projecting Signs.
- (e) Wall Signs.

**(3) Number of Signs Permitted:** Two (2) per zoning lot

**EXCEPTION:**

- (a) Real Estate signs are allowed one sign per zoning lot

**(4) Maximum Gross Surface Area:** Four (4) square feet per lineal foot of street frontage, provided no single sign exceeds a gross surface area of seven hundred (700) square feet.

**EXCEPTION:**

(a) Real Estate signs shall not exceed thirty-two (32) square feet.

**(5) Maximum Height:** Thirty (30) feet

**(6) Setback:** None, except that advertising signs shall maintain the same setback as required for principal structures.

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Mark Loughry  
**From:** Mitch Pleak, Gene Myracle  
**Date:** 1.27.11  
**Re:** Chestnut Lift Station Project

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January 26, Staff opened six bids for the Chestnut Lift Station Project. The lowest bidder was Miles Excavating at a bid of \$110,511.45. The budgeted for the project is \$275,000 (05-000-854 Sewer Line Rehab). Staff recommends the project to be award to Miles Excavating at an approved amount of \$132,613.74. The additional funds are for contingency purposes only (20% of the contract).

The plans initially called out for 155<sup>th</sup> Street to be closed with traffic diverted via Chestnut Street to 152<sup>nd</sup> Street to Parallel Street and back to 155<sup>th</sup> Street. Staff was concerned with the impediment of traffic, existing underground utility lines above the proposed sewer line, and settling. Staff moved forward and requested the line to be bored to minimize the concerns. This work is included in the bid of \$110,511.45.

Staff will submit a contract for City Council approval on the February 28 meeting.

## **Chestnut Lift Station Removal Top Three Bidders**

	<b>Company</b>	<b>Bid</b>
1	Miles Excavating	\$110,511.45
2	Linaweaver Construction, Inc.	\$115,316.00
3	Amino Brothers Company, Inc.	\$119,749.80

REVISED 1/27/11



City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 5

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**Topic:** Replacement of iRC3170 Police Department Copier

**Action Requested:** Renew 60 month lease with Datamax and replace the current copier with a new Canon C5030

**Narrative:** Our current lease is due to expire in April. Due to some incentives that are being offered by Canon, if we replace our current copier now we will be able to save the city approximately 160.51 per month on the lease and maintenance agreement. This is a budgeted item that we are currently paying 360.50 a month.

**Presented by:** Chief Lloyd Martley

**Administration Recommendation:** Approve renewing a new 60 month lease with Datamax for a C5030 copier.

**Committee Recommendation:** Approve as requested

**Attachments:** Three written bids from local copier companies. The lease agreement from low bidder (Datamax), the non-appropriation provision and the total care maintenance agreement that have all been read and approved by our city attorney.

**Projector needed for this item?**

No



# POLICE DEPARTMENT

## CITY OF BASEHOR

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# MEMO

Date: January 24, 2011

To: Mark Loughry

From: Lloyd Martley

Ref: Copier lease renewal

Mark,

Our current lease with Datamax is due to expire in April of 2011. We currently have a remaining balance of \$1,080.15 on our existing lease.

We are currently using an iRC3170 Canon copier. Based on the fact that our current lease will be expiring in April, I am recommending that we replace our current copier with a new and upgraded version. We will be upgrading to a C5030 Canon Digital Imaging Solution copier. The C5030 is basically the same copier we have now only a newer version with updated technology. See include brochures.

We contacted three local companies that sell or lease the Canon line of copiers. We are requesting to stay with this line of copier because of the quality and support provided by the representatives that sell and service the Canon copiers. Plus, there are some very good incentives being offered at this time that would warrant replacing the copier at this time verses waiting until the current lease expires, which will result in a significant savings to the city.

The companies I contacted are:

Datamax – Digital imaging Solutions

Oce North America – Canon Group Company

Midwest Office Technology

All three companies were provided with the same configuration requirements, the remaining balance on our current lease and were requested to provide me with written proposals for the C5030 Canon copier.





Copier Company	Base cost 60 month	B/W Impression	Color Impression	Month Avg Cost
Datamax	159.99	0.0079	0.0700	199.99
Midwest Off. Tech	186.00	.0085	.0700	226.00
OCE North Amer.	166.00	0.0068	0.055	206.00

The low bid for the 60 month lease replacement option with absorption of our existing lease agreement came in at 159.99 per month from Datamax. The image care maintenance agreements were based on a charge for usage verses going with the allowance method which is costing us a lot of extra money for copies we are not making. We are currently averaging about 4,000 b/w copies and 160 color copies. The maintenance cost for these average usages would be around 40.00 a month instead of the 124.00 we are currently paying.

We currently are in a lease with Datamax and are paying 236.50 per month and a monthly maintenance fee of 124.00 for a total of 360.50. If we go with the lowest bidder our monthly cost will be 159.99 and the maintenance usage fee based on the current average of 4,200 copies for an estimated cost of 40.00 bringing the total for the new copier to 199.99. This would be a savings of around 160.51 per month.

Based on the bids received and the performance of the Canon copier line, I would recommend that we sign another lease with Datamax for a 5 year term on a new C5030 copier.

Enclosed is a copy of the lease agreement from Datamax. Patrick has reviewed the agreement and made minor changes that have been noted, corrected and agreed to by Datamax.

Basehor Police Department  
Lloyd Martley, Chief of Police

2620 N 155<sup>th</sup> Street  
PO Box 420  
Basehor, Ks 66007



913-724-3397 Office  
913-724-3102 Fax  
[www.cityofbasehor.org](http://www.cityofbasehor.org)



## Investment

### Configuration Canon imageRUNNER Advance C5030 Digital Imaging Solution

*Includes:*

- 30 Black & White Impressions Per Minute
- 30 Color Impressions Per Minute
- 100 Sheet Duplexing Automatic Document Feeder
- Network Scanner
- Network Printer
- Staple Finisher – C1
- 2/3 Hole Punch
- Super G3 Fax
- Scan to, or print from, USB Thumb Drive
- Dual 550 Sheet Paper Cassettes
- For detail specifications, please see included brochure.

### Canon Financial Lease Option

### Monthly Use Charge\*

60 Month Term .....\$159.99

\*Datamax will absorb remaining lease and service payments on Canon iRC3170  
This covers the remaining balance due of \$1,080.15

### ImageCARE Total CARE Maintenance Agreement

*Includes:*

All service calls, preventative maintenance calls, electrical and mechanical parts, fuser oil, drums and toner at no additional charge.  
Excludes supplies such a paper, transparencies or staples.

Black & White Impressions to be invoiced at .....\$0.0079

Color Impressions to be invoiced at .....\$0.0700

### System Implementation and Support

*Includes:*

- Delivery & Installation
- MAXimizer Training
- If Connected, Complete Datamax ConnectCARE Guarantees and Warranties

The above prices do not reflect applicable taxes.

Proprietary Notes: All the prices and conditions in this proposal are valid for thirty days from the date of the proposal unless extended in writing or up acceptance by City of Basehor Police Department. All information in this proposal is to be considered proprietary and property of Datamax. All documentation and proposal information will be returned to Datamax at its request. Only those identified parties within City of Basehor Police Department that are part of the decision making committee will have access to this proposal. Nothing in the proposal shall be copied, distributed or used by City of Basehor Police Department without written authorization of Datamax.



## Lloyd Martley, Jr.

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**From:** Paige Houghton [phoughton@motkc.com]  
**Sent:** Monday, January 17, 2011 11:13 AM  
**To:** Lloyd Martley, Jr.  
**Subject:** new copier proposal pricing

Hi Chief Lloyd,

Thanks for returning my call. Here is the updated pricing we are amending from the previous proposal:

\$186.00 with the buyout of your copier and .0085 for Black and White copies & .07 for color

Please feel free to contact me if you have any questions! Have a great week.

Sincerely,

Paige  
913-636-3743

Paige Houghton | Account Manager | Midwest Office Technology

Kansas | 913.894.9600 | 800.825.0346 | fax 913.894.1752  
11567 W 83<sup>rd</sup> Terrace | Lenexa, KS 66214-1532

[www.motsolutions.com](http://www.motsolutions.com)

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January 24th, 2011

Océ North America  
Document Printing Division

Proposal To: Basehor Police Dept.

From the Desk of:  
Chad Carlton, Sales Representative  
Office # 785-232-8222

Attention: Lloyd Martley

Thank you for the opportunity to make the following proposal for Multi-function printer to meet your copying and printing needs. This proposal includes stopping the current machine and installation as networked printers for staff use. This proposal includes:

**1. Canon C5030 MFP**

- **Print/Scan/Copy/Fax/Staple**
- **30 PPM BW**
- **4 Drawer (550 pages each draw)**
- **Duplex/Document feeder/bypass tray**
- **Buyout current lease at \$933.15 (3 months left on current lease)**

***Proposed Solution:***

<b><u>Lease Price</u></b>	<b>\$166.00</b>
<b>60 Month FMV</b>	

**Service and Supply Agreement**

*Service plan includes all parts, labor and supply items except paper and staples. Our Value Added Maintenance system included the most proactive parts replacement plan in the industry.*

Maintenance Option 1: \$10.00 base, 0 allowance, \$0.0068 B/W, and \$0.055

Maintenance Option 2: \$48.00 base, 4000 B/W and 200 color allowance, \$0.0068 B/W, and \$0.055

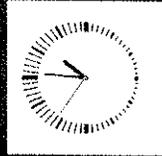
*Customer Acceptance* \_\_\_\_\_

*Date* \_\_\_\_\_





# ImageRUNNER ADVANCE



## C5051 C5045 C5035 C5030

**Copy/Print/Send/Fax/Store**

**Up to 12" x 18"**

**1200 x 1200 dpi**

**Color**

### Exceptional power

- > Advanced imageCHIP system architecture
- > 80GB HDD standard; up to 250GB HDD
- > 2GB RAM standard, 2.5GB RAM maximum

### Impressive speed

- > Up to 51/45/35/30 ppm printing (BW, Color; Letter)
- > Up to 100 ipm single-pass duplex scanning at 300 dpi (BW, Color)\*

### Outstanding paper handling

- > Up to 5,000-sheet maximum paper capacity
- > 14 lb. Bond to 140 lb. Index
- > Plain, heavy, coated, tabs, envelopes

### Flexible in-line finishing options

- > Multi-position stapling, 2- and 3-hole punching, booklet-making
- > Internal finisher with 50-sheet stapling

### Enhanced collaboration

- > Advanced Box document sharing solution
- > Standard Universal Send
- > Adobe® PDF formats
- > Scan/print via USB

### imageRUNNER ADVANCE Essentials

- > imageRUNNER ADVANCE Desktop
- > imageRUNNER ADVANCE Tracker
- > Workflow Composer and Connectors

### Strong environmental focus

- > ENERGY STAR® qualified
- > Reduction of CO<sub>2</sub> emissions in manufacturing process
- > Exceeds EU RoHS Directive standards

\*imageRUNNER ADVANCE C5051/C5045 models





Leasing Division

# LEASE AGREEMENT

P.O. Box 2222  
St. Louis, Missouri 63139  
Phone: 314-633-8000

<b>LESSEE</b>	Full Legal Name <u>City of Basehor</u>	Phone Number w/Area Code <u>913-224-1370</u>
	DBA Name (if any)	Purchase Order Number
	Billing Address <u>PO Box 406 Basehor KS 66007</u>	Send Invoice to Attention of:
	Equipment Location (if not same as above) <u>2620 N 155th St Basehor KS 66007</u>	

<b>EQUIPMENT</b>	Quantity	Equipment/Model	Description (Attach separate schedule if necessary)
	1	IRC 5030	
	1	Staple Finisher	CI
	1	Cabinet B	
	1	3/4 Hole Punch	
	1	Supr 63 Fax	AEL

<b>SERVICE</b>	This lease: <input type="checkbox"/> DOES include service and _____ black and white copies are included. Additional copies billed monthly/quarterly/yearly at _____ per copy. <input type="checkbox"/> DOES <input type="checkbox"/> DOES NOT include black toner
	This lease: <input type="checkbox"/> DOES include service and _____ color copies are included. Additional copies billed monthly/quarterly/annually at _____ per copy. <input type="checkbox"/> DOES <input type="checkbox"/> DOES NOT include color toner

**PAPER AND STAPLES ARE EXCLUDED FROM THIS AGREEMENT. ALL IMPRESSIONS ARE 8.5X11SIMPLEX. Service Addendum attached.**

<b>LESSEE SIGNATURE</b>	You acknowledge and agree that, in reliance upon your signature below, LESSOR will incur costs to acquire and prepare the above listed equipment for your use under this Agreement. You agree to all the Terms and Conditions contained in both sides of this Agreement, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.	
	X Signature _____	Print Name _____
	Title _____	Date _____
	X Signature _____	Print Name _____
	Title _____	Date _____
	For _____	Legal Name of Corporation or Partnership AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE

<b>PAYMENT INFO</b>	# of Lease Payments	Lease Payment (PLUS) Sales Tax (EQUALS) Total Lease Payment
	60	159.99 + 0 = 159.99
		+ =
		+ =

Terms of Lease in Months \_\_\_\_\_ Payment Frequency:  Monthly  Other

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ACCEPTED BY THE CORPORATE OFFICES OF THE LESSOR.

<b>GUARANTY</b>	To cause the LESSOR to enter into this Agreement, each person who signs below as a "Guarantor" unconditionally guarantees to LESSOR the prompt payment when due of all LESSEE'S obligations under this Agreement. This means that if the LESSEE fails to pay any money that is owed under this Agreement, each Guarantor will pay such sum upon demand by LESSOR. Each Guarantor agrees that he or she will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor agrees to be liable even if the LESSOR does one or more of the following: (a) gives the LESSEE more time to pay one or more payments; (b) gives a re-lease in full or in part to any of the other Guarantors or the LESSEE; or (c) fails to notify the Guarantor of a default under this Agreement. Each Guarantor also agrees to pay the LESSOR for any costs or attorney fees incurred in enforcing the Guaranty. The use of my corporate or official title is only to identify my position in the company and in no way negates my personal guarantee or liability.	
	Signature X _____	Date _____
	Print Name _____	
	Home Address _____	
	Social Security # _____	Phone _____
	Signature X _____	Date _____
	Print Name _____	
	Home Address _____	
	Social Security # _____	Phone _____

<b>LESSOR</b>	LESSOR Signature _____	Date _____
	Print Name _____	Title _____
	For _____	Sumner Group, Inc. dba Datamax Kansas City Leasing Division
	Agreement Number _____	Agreement Commencement Date _____

### TERMS AND CONDITIONS

The words YOU and YOUR mean the LESSEE. The words WE, US and OUR refer to the LESSOR.

- Lease ("Agreement"): We agree to lease to you and you agree to lease from us the equipment listed above (Equipment). You promise to pay us the lease payment according to the payment schedule shown above including late charges as applicable thereto, now existing or hereafter created or arising.
- Term and Lease, Late Payment: The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of lease shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all lease and any additional expenses chargeable under this Agreement shall be paid in full. LESSEE'S obligation to pay the lease and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If any installment of lease or other sum owing under this Agreement is not paid when due, LESSEE shall pay LESSOR a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies LESSOR may have.

(Terms and Conditions continued on the reverse side of this agreement)

(AND IN ADDENDUM 1) *SM*

TERMS AND CONDITIONS  
(CONTINUED)

3. No Warranties: We are renting the Equipment to you "As is". We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT (iii) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (iv) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (v) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING. UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT, THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this agreement.
4. Lessorship: We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale; and nothing contained herein shall be construed to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filing, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.
5. Re-delivery and Renewal: If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us.
6. Maintenance, Risk of Loss and Insurance: You are responsible for keeping the Equipment in good working order, unless this Lease includes the full service addendum, attached herewith, in which case except for failure to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, misuse, alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay Lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of policies upon request, and shall furnish us with renewal certificates not less than ten (10) days prior to the renewal date. If you fail to maintain insurance or provide evidence of insurance in accordance with the terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to promptly notify any appropriate insurer and us of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide us with all data pertinent to such occurrence.
7. Indemnity: We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized agents.
8. Taxes/Fees and Liens: You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase your monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR's title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including, but not limited to, liens, attachments levies and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, liens attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.
9. Location of Equipment: You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.
10. Default: You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due; (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto; (c) become insolvent; (d) make an assignment for the benefit of creditors; (e) have a receiver, trustee, conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.
11. Remedies: Upon your default under this Agreement, any obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof, and/or (b) without notice or demand, declare immediately due and payable the sum of all Lease payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the sum of the Lease payments for the unexpired term of this Agreement or any schedule thereto and thereupon we shall have an immediate right to pursue all remedies provided by law, including, without limitation the following: (i) you agree to put us in possession of the Equipment upon demand; (ii) we are authorized to enter any premises where the Equipment is situated and take possession thereof without notice or demand and without legal proceedings; (iii) at our request, you will assemble the Equipment and make it available to us at a place designated by us; (iv) we may lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less selling and administrative expenses, on account of your obligations under this Agreement; and (v) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including costs of collection, reasonable attorney's fees and court costs. If upon your default under this Agreement, we bring suit or otherwise incur expenses for protection of our rights, you will pay our legal fees, in a reasonable amount, together with our collection expenses and court costs. In addition, from and after the date of your default under this Agreement, you shall be liable for interest on amounts due us under this Agreement at the rate of one and one-half percent (1-1/2%) per month until paid, but in no event more than the maximum rate permitted by law. All of our remedies are cumulative, and in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.
12. Assignment: You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new LESSOR will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
13. Consent to Jurisdiction and Governing Law: THIS AGREEMENT SHALL, IN ALL RESPECTS, BE CONSTRUED TO HAVE BEEN MADE IN THE STATE OF MISSOURI. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. THE LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI OR OF ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.
14. Customer P.O.: You agree that any Purchase Order issued to us covering the Lease of this Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of this Agreement upon the execution thereof.
15. Force Majeur: If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense, LESSOR shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance. If such condition(s) shall prevent performance permanently of any of LESSOR's obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.
16. Entire Agreement: This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate herefrom and signed by the parties hereto in accordance with the original requirements for acceptance.
17. Waiver: The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.
18. Severability: If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then, such provision shall be deemed inapplicable and omitted, but shall not invalidate or affect the remaining provisions of this Agreement.
19. Notice: All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by messenger or courier service, (b) delivered by express courier service (e.g., FedEx), (c) mailed by registered or certified mail (postage prepaid), return receipt requested, to the address listed for LESSOR and LESSEE on page 1 of this Agreement unless a different address is provided below or to such other address as LESSOR or LESSEE may specify in writing given in accordance with this paragraph.  
If to LESSOR, Sumner Group Inc. Leasing Division Attn: Secretary/Treasurer Address: 2121 Hampton Ave. St. Louis, MO 63139  
If to LESSEE \_\_\_\_\_ Attn: \_\_\_\_\_ Address: \_\_\_\_\_

Violate Cash Basis Law

KANSAS

SM

SM

KANSAS

KANSAS

ADDENDUM I

LEASE 'NON-APPROPRIATION' PROVISION

CITY OF BASEHOR

Notwithstanding provisions to the contrary, Lessee may terminate this contract at the end of any (12) month period by giving written notice via certified, registered mail thirty (30) days prior to the end of such (12) month period and providing written certification from the City Administrator that funding is not available to complete the City's obligations pursuant to this contract.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
CITY OF BASEHOR (Lessee)

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
SUMNER GROUP INC. D/B/A DATAMAX LEASING (Lessor)





**datamax**

# ImageCARE Total Care Maintenance Agreement

Datamax  
[Sumner Group, Inc. d.b.a. Datamax of KC]

8030 Flint  
Lenexa, KS 66214  
Phone: 913-752-2200 Fax: 913-492-4475

BILL-TO	Company Name	City Of Basehor	Account Number	224361	Purchase Order Number	
	Billing Address		City, State		Zip Code	
	Contact Name		Phone Number		Email Address	

SHIP-TO	Company Name	City Of Basehor	Account Number	224361	Office Hours	
	Shipping Address	2620 N 155th St	City	Basehor	State	KS Zip Code 66007
	Contact Name	Lloyd Martley	Phone Number	913-724-3397	Email Address	chief@basehorpolice.org

EQUIPMENT INFORMATION	Contract Start Date	Agreement Number	Comments			
	Term					
	<input checked="" type="checkbox"/> New Equipment ..... (5 year performance guarantee) <input type="checkbox"/> Refurbished Equipment ..... (3 year performance guarantee) <input type="checkbox"/> Used Equipment ..... (1 year performance guarantee)			This Maintenance Agreement Replaces Present Agreement: Model# <u>RL 3170</u> Tag #: <u>L6674</u>		
	Model Number	Tag #	Serial #	Total Meter Start	Total Black Meter	Program Type
	IR Advanced C5030					
	IRA50 - Staple Finisher-C1					
	IRA50 - Super G3 Fax Board-AE1					
	IRA50 - Cabinet Type B					
	IRA50 - External 2/3 Hole Punch-B1					

MAINTENANCE PLANS	The above referenced equipment is covered under the terms and conditions of this Agreement by Datamax, hereinafter referred to as "Company." The ImageCARE, hereinafter referred to as "Agreement," includes all service calls, electrical and mechanical parts, fuser oil, drums and toner (not to include supplies such as paper, transparencies, staples, etc.) at no additional charge. The following plans are offered under this Agreement:	
	<input type="checkbox"/> <b>DMX-Lease Plan</b>	<input checked="" type="checkbox"/> <b>DMX-Monthly Plan</b>
	Monthly payment covers _____ B&W impressions per month And/or _____ color impressions per month. Additional impressions to be invoiced <b>monthly</b> : \$ _____ per B&W impression and \$ _____ per Color impression.	Customer agrees to pay monthly in advance \$ <u>0</u> per month. For a period of one (1) year which covers <u>0</u> B&W impressions per month And/Or <u>0</u> Color impressions per month. Additional copies to be invoiced <b>monthly</b> : \$ <u>0.0079</u> per B&W impression and \$ <u>0.07</u> per Color Impression.
	<input type="checkbox"/> <b>DMX-Annual Plan</b>	<input type="checkbox"/> <b>DMX-Quarterly Plan</b>
	Customer agrees to pay in advance \$ _____ which covers one (1) year and _____ B&W impression per year. And/Or _____ Color impressions per year. Additional copies to be invoiced <b>annually</b> at \$ _____ per B&W impression and \$ _____ per Color impression.	Customer agrees to pay quarterly in advance \$ _____ per quarter. For a period of one (1) year which covers _____ B&W impressions per quarter And/Or _____ Color impressions per quarter. Additional copies to be invoiced <b>quarterly</b> : \$ _____ per B&W impression and \$ _____ per Color Impression.

**DMX-Preventive Maintenance Guarantee**

The Datamax Preventive Maintenance Guarantee is a service management process designed to systematically inspect and proactively maintain equipment in order to minimize untimely failures and maximize a long operating life. The Company will provide Preventive Maintenance conveniently to scheduled at your request to inspect, clean and lubricate your equipment. The Company's computerized materials management system records part utilization history and establishes the inventory levels necessary to assist in anticipating the Customer's needs. The Company will replace all parts and install upgrades or factory retrofits as required.

**DMX-Response Time Guarantee**

The Company guarantees an average response time for service (excluding scheduled Preventive Maintenance calls) of four (4) hours or less within the metropolitan area Monday through Friday, 8:00 am until 5:00 pm, excluding holidays. The Company's response time is calculated by recording the time we received your call and subtracting it from the time our technician is on location to repair the equipment. Should the Company not maintain an average response time for a twelve (12) month period of four (4) hours or less, the Company will credit ten percent (10%) of the next six (6) months service contract.

**DMX-Free Loaner Guarantee**

The Customer has the added security of knowing that if their equipment is not performing to the manufacturer's specifications or is required to be returned to the Company's service facility for any reason, a loaner machine will be delivered FREE OF CHARGE within eight (8) business hours of the decision to provide the loaner.

**DMX-No Lemon Replacement Guarantee**

The Company will replace the equipment specified herein with a like or substantially similar piece of equipment should the Company be unable to maintain the equipment to manufacturer's specifications within thirty (30) days after the enactment of the Free Loaner Guarantee.

**DMX-MAXimizer Training Guarantee**

The Company guarantees to provide a one hour (1) MAXimizer/STIM Stand-Alone Training Module which covers a stand-alone equipment overview, basic operations, advanced operations, troubleshooting and maintenance. The MAXimizer/STIM Stand-Alone Module provides for a one (1) time class with up to five (5) users trained. Additional training will be provided at the Company's then current hourly training rates.

**DMX-Lease Upgrade Guarantee**

The Customer has the option to upgrade their Datamax leased equipment to a new lease with Datamax for a similar or higher capacity model, based on the following lease payment intervals:

Term if Original Lease (Number of Payments)	Minimum Number of Lease Payments Made (If Continuously Covered by this TCMA)	Minimum Number of Lease Payments Made (If Not Continuously Covered by this TCMA)
36	18	22
48	24	30
60	30	39
DocuBLOCK		50% of Total Impressions Made and Paid For.

**DMX-Purchase Upgrade Guarantee**

The Customer has the option to upgrade their current Datamax copier to another Datamax copier of the same or greater list price on the following basis: The Company will allow 100% of the net cash price paid for the original copier as a trade-in allowance off the Company's current list price of a new copier, less a usage charge on the original copier. The usage charge, based on a net cash price, will be four percent (4%) per month for the first six (6) months you have the equipment, three percent (3%) per month for months seven through twelve (7-12), two percent (2%) for months thirteen through twenty-four (13-24) and one percent (1%) per month thereafter.

**DMX-Lease Cancellation Guarantee**

The Customer has the option to cancel their Datamax Lease Agreement at the end of any twelve (12) month anniversary of the commencement date of the lease by paying the remaining lease charges due for the original term, less a prepayment discount. The prepayment discount will be calculated by multiplying the prime interest rate listed in The Wall Street Journal on the day this option is exercised by the remaining payments. Final payment must be received by Datamax within ninety (90) days of the exercised date of this cancellation option.

IMAGECARE GUARANTEES

TERMS AND CONDITIONS

- In consideration of the performance and observance by the customer of the terms and conditions herein, the Company agrees, subject to terms and conditions herein, to perform all necessary service on the equipment described herein according to manufacturer's specifications unless the equipment malfunction is caused by fire, act of God, vandalism, customer misuse or neglect, or unauthorized modifications or repairs. The terms, conditions, and performance guarantees described herein are in effect for a term of five (5) years for new equipment and three (3) years for refurbished equipment, provided the equipment has been continuously covered under this Agreement and has not been placed in an environment where it is being used on a regular basis in excess of the manufacturer's monthly volume recommendations.
- Customer agrees to appoint a key operator to exert reasonable care in the operation of the equipment and provide all consumable supply items as frequently as needed for maximum copy quality. The Company will supply all toner necessary, provided the copying application is within twenty percent (20%) of the industry standard thirty percent (30%) density coverage on a letter size (8 1/2 x 11) sheet of paper. Applications with excessive coverage will be subject to a surcharge. Only supplies (other than paper) that are produced by the Original Equipment Manufacturer (OEM) and obtained through the Company or a Company approved supplier may be used in conjunction with this Agreement. The Customer agrees to keep the supplies provided by this Agreement in a safe place and only use them in the equipment covered by this Agreement.
- All scheduled service calls and intervening calls will be performed during the Company's normal working hours. Service calls requested for those other than the company's normal working hours will be charged to the customer at the Company's then current rate for after hours service. Should the Customer relocate the equipment, the rate could be increased for the balance of the term.
- This Maintenance Agreement is automatically renewed (unless terminated in writing by the Company) under the existing conditions for successive one (1) year periods upon invoicing by the Company at the rate in effect at the time of renewal unless terminated in writing 30 days prior to expiration of the existing agreement. The Company reserves the right to increase this Maintenance Agreement on an annual basis as dictated by changing market conditions. Terms and conditions stipulated under Section (4.) do not apply to DocuBLOCK Agreements.
- The Company shall not be obligated to provide the guarantees and services as called for in this Agreement unless the customer is current with all payments due the Company under the terms of this Agreement or any other agreement relating to the lease or purchase of the specified equipment.
- This Agreement is subject to the approval of the Company.
- EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO SERVICES OR PRODUCTS FURNISHED HEREUNDER INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Agreement is:  Accepted  Declined

ACCEPTANCE	<input checked="" type="checkbox"/> CUSTOMER SIGNATURE	Title	Date
	DATAMAX AUTHORIZED MANAGEMENT APPROVAL	Title	Date

**TOTAL ELECTRIC**

PO BOX 13247  
Edwardsville, KS 66113  
Phone: 913-441-0192  
Fax: 913-441-1243

January 5, 2011

Mr. Mark Loughry  
City Administrator  
2620 N. 155<sup>th</sup> Street  
PO Box 406  
Basehor, Kansas 66007

Total Electric Construction Co. was established in 1972. We primarily install traffic signals, street lights, ball fields, etc. Total Electric also provides maintenance for these electrical systems. Total Electric currently employs 13 people, some of whom reside in Leavenworth County. Total Electric is looking at relocating its business from Wyandotte County to Basehor. The piece of property we are looking at is a 5.7 acre tract of land located at 14540 Parallel. There will be considerable cost in relocating to this property.

Below are the basic costs that have been assessed thus far:

- Fence, \$21,500.00
- Water Meter, \$5,000.00
- Approach to property from Parallel Lane, \$16,500.00
- New roof on existing metal building, \$12,000.00
- Demolition of old farm house, \$11,500.00 (May have EPA issues, if so cost will exceed this amount)
- Removal of water tower, grading, utilities, \$50,000.00 to \$60,000.00
- The construction of an office and shop, \$150,000.00

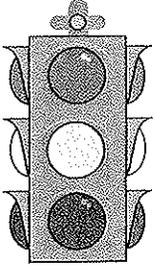
The City has an Excise Tax of approximately \$25,000.00 and is also requiring that the property be platted which will cost \$13,500.00 for engineering and survey fees plus the city's fees of \$1,220.00. Total Electric is asking if there is any consideration for a reduction in the Excise Tax in order to help in our decision and cost to relocate. If you should have any questions please don't hesitate to call.

Kindest regards,

A handwritten signature in black ink, appearing to read "Jim Leonard".

Jim Leonard  
President





# Total Electric

Construction Company

PO Box 13247

9247 Woodend Road

Edwardsville, KS 66113

Phone: (913) 441-0192

Fax: (913) 441-1243

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December 20, 2010

Mitch Plake  
Urban Planner  
Urban Planning and Land Use  
Basehor, Kansas 66101

Mr. Plake,

Total Electric is interested in purchasing a piece of property located at the old Meyers dairy farm. This parcel is approximately 6 acres zoned I-2.

Total Electric Construction Company has been in business since 1972. We have approximately 14 employees at this time. We primarily install Traffic Signals, Street Lighting, and provide maintenance for various metropolitan municipalities. Currently we are located at 9247 Woodend Rd., Edwardsville KS. Our lease is up in December of 2010, and we are looking for a new home.

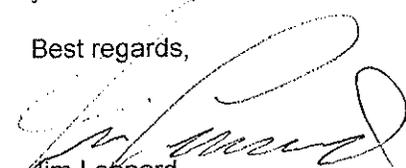
Total Electric has around 30 to 35 pieces of equipment which consists of 4 trenchers, 2 bobcats, 2 mini excavators, 3 backhoes, 1 track hoe, 1 vactron, 2 air compressors, 2 boring units, 2 ro trucks, 2 digger trucks, 3 bucket trucks, 3 semi vans, 2 single axel dump trucks, 3 service trucks, some small trailers and various equipment attachments. We store material such as poles, wire, junction boxes, and electrical equipment.

Total Electric has a mechanic and bookkeeper that are on site during business hours. The mechanic services and repairs our equipment. The remaining employees are out in the field performing their work. Our hours of operation are 8:00am to 5:00pm.

The site needs work in order to accommodate Total Electric's needs. Some brush needs to be cleared and a chain link fence would need to be installed. A water tower and old farm house would need to be demolished. Total Electric would also want to build a building to house an office and mechanic in the future. Total Electric proposes to pave the employee parking lot area and the storage area would be asphalt millings.

Total Electric is hopeful that our business operations will fit into the current zoning. Please contact our office at 913-441-0192 should you require any additional information. We look forward to hearing from you.

Best regards,



Jim Leonard  
President



**From:** Jim Leonard [mailto:totalelectriccc@aol.com]  
**Sent:** Friday, January 07, 2011 1:40 PM  
**To:** Mark Loughry  
**Subject:** Fwd: Basehor Property Water Main Relocation

Mark, Here's an additional expense for the property at 14540 Parallel. Please add it to the list that we've already forwarded to you. Call me if you have any questions. Thanks, Jim Leonard/Total Electric Construction Co. 913-441-0192

-----Original Message-----

From: Mike Fulkerson <mfulkerson@crwd1.com>  
To: totalelectriccc <totalelectriccc@aol.com>  
Sent: Fri, Jan 7, 2011 1:15 pm  
Subject: Basehor Property Water Main Relocation

Jim,

Per our phone conversation earlier today, below is the recommendation from our Engineer and an very rough estimated cost on the recommendation I would make to my Board of Directors. All of this is subject to approval by the Board of Directors. If you decide to move forward from this point, I will obtain a more exact estimate and provide this information to the Board for their consideration. They meet again on February 8, 2010. Below is the Engineers recommendation and rough cost. Please contact me if you have any questions.

Engineers Recommendation:

Mike,

I have reviewed the map that you sent me on the old Meyer Dairy property and the District's existing 4-inch main that runs from Parallel Road to Parallel Lane and crosses this property. My observations and recommendations are listed below.

1. The existing 4-inch main loops between a 4-inch main on Parallel Lane and an 8-inch main on Parallel Road. There are 3 services (one revoked on the subject property and the other two serving other properties) on this main and two fire hydrants (the north fire hydrant is not operational). Because of the services, fire hydrants, and the looping of this main I believe that it is important to the system. The looped main is also important to the area to the north, along and north of Parallel Lane, as well as the area between Parallel Road and Parallel Lane.
2. The 4-inch main across the subject property runs through the middle of the property and has several jogs in its alignment. This is the part of the main that the property owner wants to relocate due to grading that he wants to do in this area.
3. I recommend that the water main be relocated to near the west line of the property along the 30' access easement that runs or will run between Parallel Lane and Parallel Road. This would place the water main where it would not interfere with the property owner's plans for his property and also provide better access for maintenance by the District. The District could agree to abandon its existing easements in favor of the new easement along the access drive. The new location should benefit both the District and the property owner. Another advantage of this location is that the connection on the north end at Parallel Lane could be made to the existing 8-inch main rather than the 4-inch main.

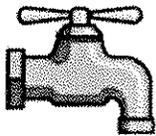


4. I recommend that the new water main be 8-inch in size with the property owner paying the cost to relocate a 4-inch main across his property and the District paying the difference to increase from 4-inch to 8-inch.
5. I recommend that the new 8-inch main be extended across the property to the south of the subject property to connect to the 8-inch main on Parallel Road. The District would probably have to pay for this additional length. If the District does not want to extend it the relocated 8-inch main could be tied into the existing 4-inch main at the subject property's south property line.
6. I recommend that the District consider replacing the north fire hydrant that is not operational. It could be replaced at its current location or a different location if there is a better location for it.
7. If the recommended new 8-inch main is constructed the old 4-inch main could be abandoned in place. There appears to be one meter on the 4-inch main that runs east of 145<sup>th</sup> Terrace on the Parallel Lane alignment. The 4-inch main could be abandoned east of the meter or the meter could be relocated to 145<sup>th</sup> Terrace and the 4-inch main could be abandoned at 145<sup>th</sup> Terrace.

In summary, I believe that the looped main is important to the properties between Parallel Road and Parallel Lane and also to the properties along and north of Parallel Lane since there is no other loop to these areas. It would be best if the relocated main could be constructed along the west property line along the existing and proposed 30 foot access easement and it would be best if the relocated main could be 8-inch in size.

Estimated cost (very rough):     \$14,185.00

Mike Fulkerson  
Operations Manager



**Consolidated Water District #1**  
Basehor, KS 66007  
913-724-7000  
[www.crw1.com](http://www.crw1.com)





# The City of Basehor

**Date:** January 11, 2011

**To:** Basehor City Council  
Mark Loughry, City Administrator

**From:** Corey Swisher, City Clerk/Finance Director

**Re:** Ordinance No. 440 Amendment (Commercial Sewer Rate)

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**Background:**

The City of Basehor was recently approached by the owner of a local car wash in regard to the current sewer rate. The current rate is \$5.20 per 1,000 gallons of water consumption. Staff is proposing the rate be changed to \$7.30 per 1,000 gallons of consumption. Staff would also like to apply the rate to those customers whose primary business generates sales tax.

**Considerations:**

- Cost to the City
- Cost to Business's

**Attachments:**

Ord. 440

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

913-724-1370  
FAX 913-724-3388  
[www.cityofbasehor.org](http://www.cityofbasehor.org)



**ORDINANCE NO. 440**

**AN ORDINANCE ESTABLISHING A "HEAVY COMMERCIAL" SEWER RATE AMENDING BASEHOR ORDINANCE, CHAPTER 15, ARTICLE 3 OF THE CODE OF THE CITY OF BASEHOR, KANSAS.**

**Section 1.** Section 15-325 of the code of the City of Basehor is hereby amended by adding the following provisions establishing a Heavy Commercial Sewer Rate.

Section 15-325

(c) Heavy Commercial Sewer Rate:

The following rates shall apply to Heavy Commercial users and shall establish a heavy commercial sewer rate which shall be:

\$5.20 per 1,000 gallons of water consumption will be assessed as to those customers using more than 175,000 gallons of water per month. The rate per 1,000 will increase annually based upon the budget and the recommendation set by the City of Basehor.

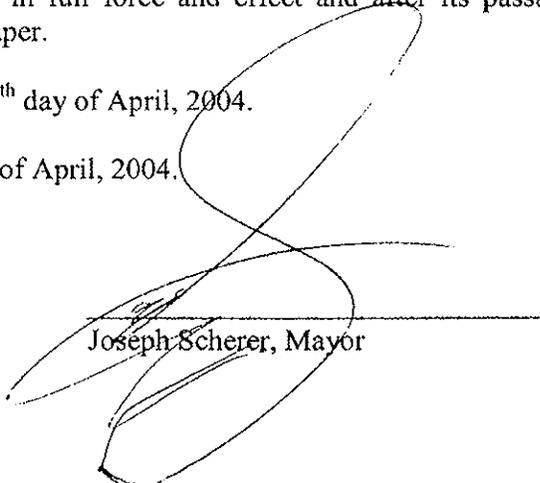
**Section 2.** This rate shall become effective on May 1, 2004 and thereafter.

**Section 3.** All other provisions of Chapter 15, Article 3 of the code of the City of Basehor, Kansas shall remain the same except as modified herein.

**Section 4.** This ordinance shall be in full force and effect and after its passage and publication in the official city newspaper.

Approved by the City Council this 26<sup>th</sup> day of April, 2004.

Approved by the Mayor this 26<sup>th</sup> day of April, 2004.

  
Joseph Scherer, Mayor



