Agenda

Basehor City Council
Work Session

June 6, 2011 7:00 p.m.
Basehor City Hall

1. Discuss Ord. No. 592 & 593 Special Event Business License Exemption Consideration
2. Discuss Ord. No. 594 AT&T Franchise Agreement Renewal
3. Discuss Ord. No 595 Master Fee Schedule
4. Discuss Resolution 2011-08 Establishing Fees
5. Discuss Identification of Five Acres Appropriate for Future City Hall
6. Discuss Reverse Frontage Road Engineering – Wolf Creek Parkway / KDOT Agreement
7. Establish July 7, 2011 as special budget work session
8. Executive Session (if needed)

The City of Basehor

Date: May 31, 2011

To: Basehor City Council
Mark Loughry, City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: Special Event Business License Exemption Consideration

Background:
On May 16, several Basehor Historical Society members approached Council asking for a business license exemption for vendors at the Basehor Farmer's Market. The potential for exempting vendors at other local special events was then discussed. City Code currently requires all those conducting business in the City (even on a temporary basis) to obtain a business license.

Existing City Code:

It shall be unlawful for any person, firm or corporation, either as principal or agent or employee, to conduct, pursue, carry on or operate any calling, trade, profession or occupation in the City without first making application to the city clerk for a license therefore, and paying a license fee as provided in the city fee schedule and procuring such a license from the City Clerk.

Those vendors selling agricultural products are currently exempt from purchasing a business license.

Existing City Code:

No producer or grower, or his or her agents or employees, selling in the city, farm or garden products or fruits grown by him or her in the state shall be required to pay any license fee or occupation tax imposed by any law of this city, and he or she, his or her agents or employees, are hereby exempt from the payment of any such fees or taxes, or the securing of a license.

Considerations:
Safety of Basehor residents.
Competition with existing businesses.
Control of business taking place in the City.

Staff Recommendation:
Consider the proposed Ordinance exempting vendors from purchasing business licenses at the June 20, 2011, Regular City Council Meeting.

Attachments:
Ordinance No. 592
Ordinance No. 593

ORDINANCE NO. 592

AN ORDINANCE AMENDING SECTION 5-102 OF ARTICLE 1 OF CHAPTER V OF THE CITY CODE TO MODIFY THE DEFINITION OF "PEDDLE" TO EXEMPT CERTAIN ACTIVITIES THEREFROM

WHEREAS, in requiring a license for "peddling" and "soliciting" within the City, the Governing Body believes it is in the best interest of the City that certain activities connected with retail merchants, fairs, festivals, and farmer's markets be exempted from such license requirement.

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

SECTION 1: Subsection (g) of Section 5-102 of Chapter V of the City Code is amended to include a new definition for "Peddle" to read as follows:

> (g) "Peddle" as used in this article means to operate from a temporary stand, display or similar facility or to travel from house to house, door to door, street to street or from place to place, carrying, conveying, or transporting goods, wares, or merchandise for the purpose of offering and exposing the same for sale, but shall not include (1) wholesale sales to retail merchants by commercial travelers or selling agents in the usual course of business, (2) sales or displays at trade shows, expositions or conventions, fairs, festivals, farmers' market, or shows operated primarily for amusement, entertainment, recreation, or education, (3) sales or displays at public sales or shows of crafts or items made by hand and sold, offered for sale, or displayed by the individual making such crafts or handmade items.

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SECTION 2: **Effective Date.** This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF _____, 2011.

_____
TERRY HILL, Mayor

ATTEST:

_____
COREY SWISHER, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

ORDINANCE NO 593

AN ORDINANCE AMENDING SECTION 5-304 OF ARTICLE 3 OF CHAPTER V OF THE CITY CODE RELATED TO BUSINESS LICENSE REQUIREMENTS

WHEREAS, the Governing Body believes it is appropriate to exempt certain types of sellers from the business license requirement.

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

Section 1. Section 5-304 of Article 3 of Chapter V of the Basehor City Code is amended to read as follows:

5-304. CERTAIN BUSINESS EXEMPTED. The following conduct of business within the city is exempted from obtaining or paying for a business license pursuant to this Article: (a) selling of farm or garden products or fruits by a seller who grew the same in the State of Kansas; (b) sales or displays at trade shows, expositions or conventions, fairs, festivals, farmers' markets, or shows operated primarily for amusement, entertainment, recreation, or education, or (c) sales or displays at public sales or shows of crafts or items made by hand and sold, offered for sale, or displayed by the individual making such crafts or handmade items.

Notwithstanding the foregoing, the conduct of the above exempted business shall only be allowed if accompanied by display of a Kansas retail sales tax certificate and the seller is knowledgeable of, in compliance with, and holds any licenses required by, rules and regulations governing the preparation, maintenance, temperature, and labeling of products, to include rules and regulations by the Kansas Department of Agriculture, the Kansas Department of Health and Education, and the United States Department of Agriculture.

Section 2. This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper.

Section 3. This ordinance shall repeal any and all existing City Code provisions or Ordinances that are in effect and inconsistent herewith in the City of Basehor.

PASSED by the Governing Body of the City of Basehor, and approved by the Mayor on June 6, 2011.

_____
TERRY HILL, Mayor

ATTEST:

_____

COREY SWISHER, City Clerk

APPROVED AS TO FORM:

_____

Patrick G. Reavey, City Attorney

The City of Basehor

Date: May 31, 2011

To: Basehor City Council
Mark Loughry, City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: AT&T Franchise Fee Agreement Renewal

Background:

A franchise fee stems from a community's basic right to charge for use of the property it owns. The proposed telephone franchise fee represents the compensation the City of Basehor receives in exchange for the telephone company's occupation of the right-of-way. A franchise fee is not a tax; it is a rental charge.

The City of Basehor has maintained a franchise agreement with AT&T for more than two decades. The proposed franchise fee will be based on $2.50 per month per access line. "Access line" is defined as a retail billed and collected residential telephone line. Historically this franchise fee has been based on 3% of gross receipts. As "land line" telephone use continues to decline the access line fee is more advantageous to the City.

Considerations:

Renewal of the agreement will increase franchise revenue by approximately $7,500 year. The AT&T Franchise Fee generated $10,887 in 2010.

Staff Recommendation:

Approve the AT&T Franchise agreement/Ordinance at the June 20, 2001, Regular City Council Meeting.

Attachments:

Ordinance No. 594

ORDINANCE NO. 594

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF BASEHOR, KANSAS.

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

SECTION 1: Pursuant to K.S.A. 2010 Supp. 12-2001 and amendments thereto, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone Company d/b/a AT&T Kansas ("AT&T Kansas), a telecommunications local exchange service provider providing local exchange service within the City of Basehor, Kansas ("City"), subject to the provisions set forth hereafter, to construct, maintain, extend and operate it Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise. The initial term of this contract franchise ordinance shall be for a period of three (3) years beginning July 1, 2011, and ending June 30, 2014. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms (hereinafter the "renewal term"), unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 2010 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the initial term of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:

(1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;

(2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or other public works facility property; or

(3) Excuse AT&T Kansas from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.

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SECTION 2: For the purpose of this contract franchise ordinance, the following words and phrases and their derivations shall have the following meaning:

"Access line" shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

"Access line count" means the number of access lines serving consumers within the corporate boundaries of the city on the last day of each month.

"Access line fee" means a fee determined by a city, up to a maximum as set out in K.S.A. 2010 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

"Access line remittance" means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the city, by the number of access lines served by that telecommunications local exchange service provider within that city for each month in that calendar quarter.

"Gross receipts" means only those receipts collected from within the corporate boundaries of the city enacting the franchise and which are derived from the following: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt

expenses. Uncollectible and late charges shall not be included within gross receipts. If a telecommunications local exchange service provider offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services in the city.

"Local exchange service" means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

"Public Right-of-way" means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

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"Telecommunications local exchange service provider" means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

"Telecommunications services" means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 3: Compensation made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. For the initial term of this contract franchise ordinance, said compensation shall be a sum equal to $2.50 per month per access line. Compensation during the renewal term of the contract franchise ordinance shall continue to be based on a sum equal to the initial term and compensation shall be paid as provided for in this section.

The City may provide notice to AT&T Kansas prior to ninety (90) days before the end of the calendar year of the initial term or a renewal term that it intends to increase or decrease the percentage of gross receipts or amount per month per access line for the following calendar year. Any increased access line fee or gross receipt fee shall be fixed for a period of three (3) years, pursuant to K.S.A. 2010 12-2001(l) and amendments thereto, and be made in compliance with the public notification procedures

set forth in K.S.A. 2010 Supp. 12-2001(m) and amendments thereto. Any increased fee shall be collected and remitted under the terms of this contract franchise ordinance.

In the event the City elects compensation based on a gross receipts fee, nothing herein precludes the City from switching to an access line fee provided the City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to elect an access line fee for the following calendar year. Alternatively, in the event the City elects compensation based on an access line fee, nothing herein precludes City from switching to a gross receipts fee provided City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to elect a gross receipts fee for the following calendar year.

SECTION 4: The City shall have the right to examine, upon written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance. If the gross receipts or access line fee is determined to be erroneous, AT&T Kansas shall revise the gross receipts or access line fee accordingly and make payment upon such corrected gross receipts or access line fee.

SECTION 5: As a condition of this contract franchise ordinance, AT&T Kansas is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) and/or the Kansas Corporation Commission (KCC), subject to AT&T Kansas' right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. AT&T Kansas shall also comply with all applicable laws, statutes and/or ordinances, subject to AT&T Kansas' right to challenge in good faith such laws, statutes and/or ordinances.

AT&T Kansas shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and AT&T Kansas shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state, or local law. In particular, this Contract franchise does not provide AT&T Kansas the right to provide cable service as a cable operator (as defined 47 U.S.C. § 522(5)) within the City. AT&T Kansas agrees this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

SECTION 6: Nothing stated or contained herein shall be construed as giving AT&T Kansas any exclusive privileges, nor shall it affect any prior or existing rights of AT&T Kansas to maintain a telecommunications system within the City.

SECTION 7: AT&T Kansas shall collect and remit compensation as described in Section 3 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 8: The City agrees to provide AT&T Kansas with notification in the event that it annexes property into the corporate boundaries of the City that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property AT&T Kansas was not required to collect and/or pay. The City agrees to provide AT&T Kansas with notification in the event the City renumbers or renames any streets that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets AT&T Kansas would not have been required to collect and/or pay. The City agrees that in the event the City does not provide AT&T Kansas with notice of an annexation or renumbering and/or renaming of the streets, AT&T Kansas shall not be liable to the City for payment of franchise fees on the annexed property or renumbered and/or renamed streets for any time period prior to the City providing the required notice to AT&T Kansas.

SECTION 9: The City agrees that pursuant to K.S.A. 2010 Supp. 12-2001(j) (1), (2) and amendments thereto, that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

SECTION 10: Any required or permitted notice under this contract franchise ordinance shall be made in writing. Notice upon the City shall be delivered to the city clerk by first class United States mail or by personal delivery. Notice upon AT&T Kansas shall be delivered by first class United States mail or by personal delivery to:

Southwestern Bell Telephone Company
d/b/a AT&T Kansas
Cindy Zapletal
Director-External Affairs
1640 Fairchild Avenue, First Floor
Manhattan, Kansas 66502

SECTION 11: Failure to Enforce. The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this contract franchise ordinance shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.

SECTION 12: Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond AT&T Kansas' or the City's control.

SECTION 13: AT&T Kansas has entered into this contract franchise ordinance as required by the City and K.S.A. 2010 Supp. 12-2001 and amendments thereto. If any

clause, sentence, section, or provision of K.S.A. 2010 Supp. 12-2001 and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or AT&T Kansas may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2010 Supp. 12-2001 and amendments thereto, if AT&T Kansas is required by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

SECTION 14: In entering into this contract franchise ordinance, neither the City's nor AT&T Kansas' present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise ordinance, neither the City nor AT&T Kansas waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or AT&T Kansas may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this contract franchise ordinance or any present or future laws, ordinances, and/or rulings which may be the basis for the City and AT&T Kansas entering into this contract franchise ordinance.

SECTION 15: The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non-breaching party has the right to terminate the contract franchise ordinance. Prior to terminating the contract franchise ordinance, the non-breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period the non-breaching party deems that the breach has not been cured, the non-breaching party may take action to terminate this contract franchise ordinance.

SECTION 16: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. The contract franchise ordinance shall not be effective until the ordinance granting the same has been adopted as provided by law.

Passed by the Council the _____ day of _____, 201__.

Approved by the Mayor the _____ day of _____, 201__.

(SEAL)

_____

Mayor Terry Hill

ATTEST:

City Clerk Corey Swisher Reavey

APPROVED AS TO FORM:

City Attorney Patrick G.

The City of Basehor

Date: May 31, 2011

To: Basehor City Council
Mark Loughry, City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: Master Fee Schedule

Background:

The Basehor City Council has asked staff to prepare a consolidated, City-wide Master Fee Schedule for Council approval.

It is commonplace for municipalities to consolidate their fees for City services into one integrated fee schedule. The proposed City-wide Master Fee Schedule will replace multiple ordinances adopted over many decades that cover a plethora of topics.

The benefits of this consolidated approach are many: comprehensive record of fees; enhanced public information; and it will allow consistent updating of fees in the future.

Considerations:

Does the Council choose to have a consolidated, City-wide Master Fee Schedule that is established by Resolution?

Staff Recommendation:

Consider reading and approving an Ordinance on June 20, 2011, establishing a Master Fee Schedule.

Attachments:

Ordinance No. 595

ORDINANCE NO. 595

AN ORDINANCE ESTABLISHING THAT VARIOUS FEES OF THE CITY HEREAFTER BE GROUPED TOGETHER IN ONE RESOLUTION, WHICH RESOLUTION SHALL BE AMENDED HEREAFTER BY RESOLUTION OF THE CITY COUNCIL

WHEREAS, throughout the Basehor City Code and other Ordinances of the City, various fees of the City have been established and amended; and

WHEREAS, the Governing Body believes it is in the best interest of the City and the public to group all fees into one Resolution, and then to amend said Resolution if and when any fees need to be modified.

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

SECTION 1. That City Staff is directed to endeavor to include all fees of the City of Basehor, Kansas into a Resolution for consideration by the City Council and, after adoption of such Resolution, City fees will be included within and governed by a Fee Resolution, and any amendments thereto shall be accomplished by adoption of a Resolution by the City Council.

SECTION 2. This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper.

PASSED by the Governing Body of the City of Basehor, and approved by the Mayor on the _____ day of _____, 2011.

_____
TERRY HILL, Mayor

ATTEST:

_____
COREY SWISHER, City Clerk

APPROVED AS TO FORM:

_____
Patrick G. Reavey, City Attorney

RESOLUTION NO. 2011-08

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF BASEHOR

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

SECTION 1: FEES.

The following fees shall be due and payable to the City of Basehor:

Pet License (Due June 1 of every year, expires May 31)		$5.00
Penalty for Not Obtaining Pet License by June 1st		$5.00
Animal Running At Large-	1st Offense	$25.00
	2nd Offense	$50.00
	3rd Offense	$75.00
	4 or more Offenses	Not to exceed $500.00
Kennel License – (based on calendar year)		$10.00 per run
Business License (based on calendar year)		$50.00
Penalty for Not Obtaining a Business License		$50.00
Peddler/Solicitor License (14 day)		$50.00
Fireworks Sales License		$500.00
Return Check Fee		$30.00
Park Fee		
Residential – Per Dwelling Unit		$200.00
Commercial/Industrial – Per Store Front		$200.00
- Per Lot		$200.00
Sewer Connection (Collect at time of building permit		$3,450.00
Sewer Connection – Outside of City Limit		$5,175.00
Pinehurst Lift Station Upsize Fee		$78.00
Transportation Excise Tax		.09 per sq, ft, of platted property
Aerial Topography`		$100.00 per ¼ section

Map Printing/Plotting Reproductions:

Black & White		Color	
24x36	$6.00	24x36	$8.00
11x17	$2.00	11x17	$4.00
8 1/2x11	$.50	8 ½ x 11	$2.00

Plus Computer Generated Mapping Labor Charge $25.00 per hour

Miscellaneous Copying and Reproduction Charges:

Black & White		Color	
24x36	$6.00	24x36	Per Vendor Billing
11x17	$2.00	11x17	Per Vendor Billing
8 1/2x11	$.50	8 ½ x 11	$2.00

Plus Labor Rate for Reproductions of Copies $15.00 per hour per employee

Specialized Copying or Reproduction of Documents or Mapping Per Vendor Billing

Video Reproduction Costs $25.00 per video

Change in Zoning (per request) $150.00

Board of Zoning Appeals (per variance request) $150.00

Special Use Permit (per request) $150.00

Preliminary Development or Preliminary Plat $250.00 + $5.00 per lot

Final Development Plan or Final Plat or Replat $250.00 + $5.00 per lot

Lot Split $150.00

Subdivision & Improvement Plan Review Fees Per City Engineer Billing

Development/Project Inspection Fees Per City Engineer Billing

Legal Fees Deemed Reimbursable Per City Attorney Billing

Residential Permit Fees:

Base permit fee based on value of construction

Electrical	$130.00
Mechanical	$95.00
Plumbing	$160.00

Commercial Permit Fees:

Electrical:

TYPE OF FIXTURE	FEE
Receptacle, Switch, Light Fixtures (1-20)	$0.75

Receptacle, Switch, Light Fixtures (20 or more) .45	$0.45
APPLIANCES	
Ranges	$3.00
Ovens (wall mounted)	$3.00
Garbage Disposal	$3.00
Cook Top	$3.00
Dish Washer	$3.00
Clothes Washer	$3.00
Clothes Dryer	$3.00
Water Heater	$3.00
Space Heater	$3.00
Misc. Appliances (not exceeding one HP)	$3.00
NON RESIDENTIAL APPLIANCES	$3.00
POWER APPARATUS - HP, KW, KVA, KVAR	
Motors, Generators, Cooking Equip. up to 1	$3.00
Motors, ...Over 1 up to 10 each	$7.50
Motors, ...Over 10 up to 50 each	$15.00
Motors, ...Over 50 up to 100 each	$30.00
Motors, ...Over 100 each	$45.00
SIGNS	
Signs, lighting systems----one circuit	$15.00
Signs, lighting systems--- each add'l circuit	$3.00
SERVICES	
0 -- 200 amps.	$18.50
201 -- 600 amps.	$37.50
over 600 amps.	$75.00
SATURDAY INSPECTION	$42.00
Base Permit Fee	$15.00

Plumbing:

TYPE OF FIXTURE	FEE
Water Closet (toilet)	$7.00
Bathtub	$7.00
Lavatory (wash basin)	$7.00
Shower	$7.00
Kitchen Sink and Disposal	$7.00
Dishwasher	$7.00
Laundry Tray	$7.00
Clothes Washer	$7.00
Water Heater	$7.00

Urinal	$7.00
Drinking Fountain	$7.00
Floor Sink or Drain	$7.00
Wall Hydrant	$7.00
Mop Sink	$7.00
Water Piping ---installation or repair, each	$7.00
D W V --- installation or repair, each	$7.00
Lawn Sprinkler System	$7.00
BACKFLOW DEVICES	
Atmospheric, 1to 5 each	$5.00
Other --- 2in. diameter and smaller	$7.00
Other --- over 2 in. diameter	$15.00
Building Sewer, each	$15.00
Private Sewage Disposal System or repair	$40.00
Graywater System	$40.00
SATURDAY INSPECTION	$42.00
PERMIT	$20.00

Mechanical:

TYPE OF FIXTURE	FEE
FURNACE 100,000 BTU/H	$13.25
FURNACE Over 100,000 BTU/H	$16.25
ROOF TOP UNITS (2-4 TONS)	$13.25
ROOF TOP UNITS (5-7 TONS)	$24.25
ROOF TOP UNITS (OVER 8 TONS)	$33.25
FLOOR FURNACE	$13.25
SUSPENDED HEATER	$13.25
APPLIANCE VENTS	$6.50
REPAIRS OR ADDITIONS	$12.25
BOILERS, COMPRESSORS	
3horsepower or 100,000 Btu	$13.25
4-15 horsepower or over 100,000 to 500,000 BTU	$24.25
16-30 horsepower or over 500,000 to 1,000,000 BTU	$33.25
31-50 horsepower or over 1,000,000 to 1,750,000 BTU	$49.50
over 50 horsepower or over 1,750,000 Btu	$82.75
AIR HANDLERS	

10,000 CFM	$9.50
Over 100,000 CFM	$16.25
EVAPORATIVE COOLERS	$9.50
VENTILATION and EXHAUST	
Fan with Single Duct	$6.50
Ventalation System	$9.50
Range Hood	$9.50
INCINERATOR	
Residential	$16.25
Commercial	$66.50
MISC. EQUIPMENT	$9.50
GAS PIPING / HAZARDOUS PIPING	
1-4 Outlets	$5.50
Over 5 Outlets, Each	$1.00
SATURDAY INSPECTION	$42.00
PERMIT	$22.00

Doc Box Replacement Fee	$60.00
Zoning & Subdivision Manual	$20.00
Commercial Development Corridor Guidelines	$10.00
Technical Specifications Manual	$25.00
Sign Permits:	
Marquee Sign	$125.00
Business Sign	$125.00
Advertising Sign	$125.00
Temporary Sign	$25.00
Cereal Malt Beverage License (3.2%)	$100.00
State CMB Stamp	$25.00
Limited Retailer License	$250.00
2 Year Class A and Class B Liquor License	$500.00
Caterer Liquor License Fee (With maximum of $250.00.yr)	$25.00/day
Temporary Liquor License Fee (for special events)	$25.00/day

Reimbursable Charge of Work Performed by Public Works Dept.

- $100 per hour per employee and piece of equipment

- Cost of materials (i.e. culverts, gravel, etc.) shall be charged per vendor billing

SECTION 2: **Repeal.** Upon passage and approval of this document, any other resolutions or ordinances inconsistent with this resolution are hereby repealed.

SECTION 3: **Effective Date.** This Resolution shall become effective on June 20, 2011.

SECTION 4: Any existing fee or charge included in City Code although not listed in this Resolution shall remain valid.

PASSED by the Governing Body of the City of Basehor, Kansas and approved by the Mayor on the 20th day of January 2011.

_____
Terry Hill, Mayor of Basehor, Kansas

ATTEST:

_____
Corey Swisher
City Clerk of Basehor, Kansas

APPROVED AS TO FORM:

_____
PATRICK G. REAVEY, City Attorney of Basehor, Kansas

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 5.31.11

Re: Selection of land for future City Hall.

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

Location A:

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

Location B:

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

Location C:

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

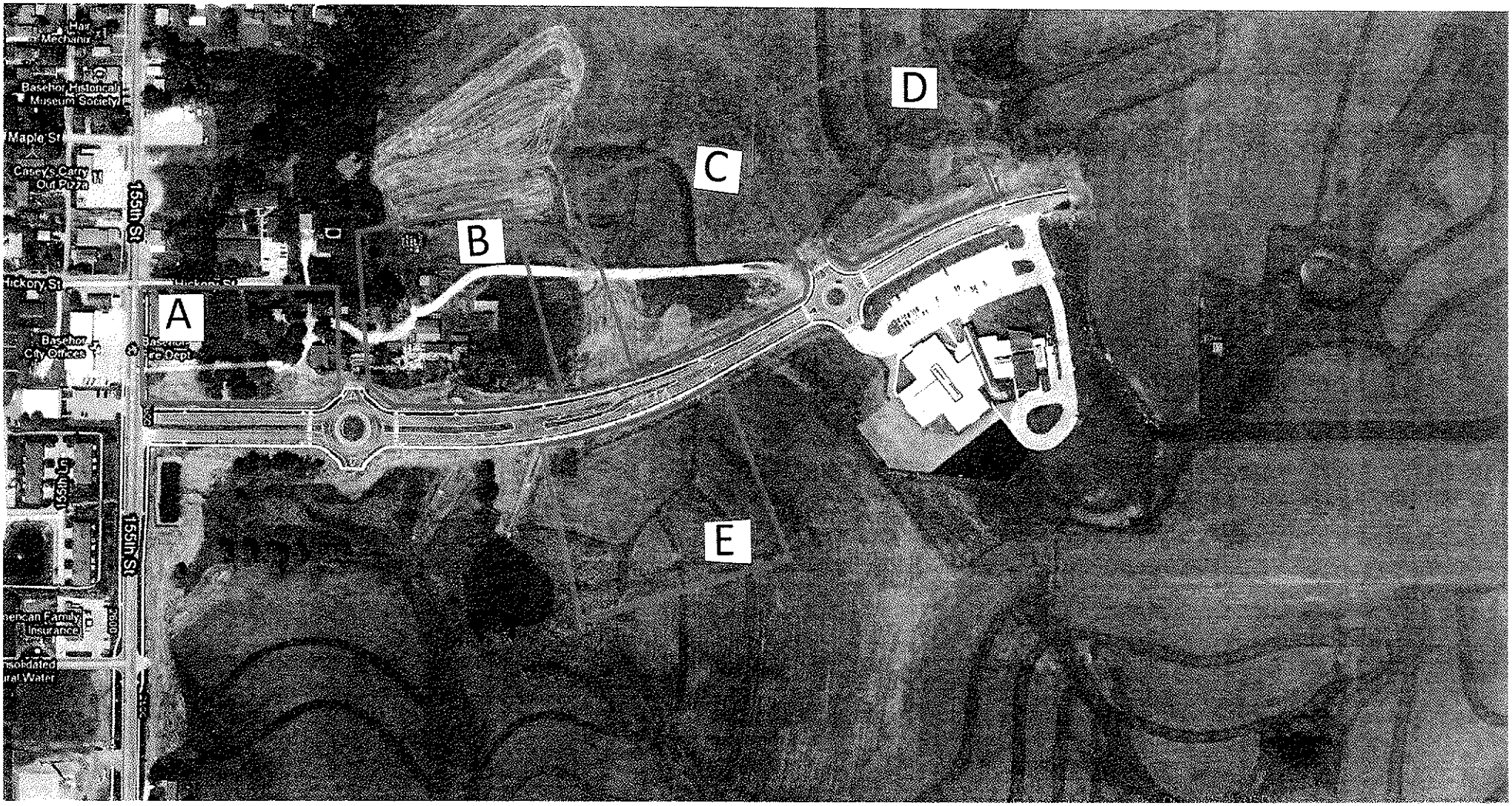
Location D:

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

Location E:

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

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


A
B
C
D
E
155th St
Hickory St
Maple St
Basehor Historical Museum Society
Basehor City Offices
Basehor Fire Dept
Carey's Carry Out Pizza
Mar Mechanic
American Family Insurance

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

MEMORANDUM OF AGREEMENTS & 1879 ITC 2421 & 2432

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CrossFirst Holdings, LLC

By _____
Name David L. O'Toole
Title CFO

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

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

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

_____
Notary Public

Print Name: Joy E Campbell

My commission expires:

10/30/2012

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

The City of Basehor, Kansas

By _____
Mark Loughry, City Administrator

(SEAL)
ATTEST:

_____
COREY SWISHER, City Clerk

APPROVED AS TO FORM:

_____
PATRICK G. REAVEY, City Attorney

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

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

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

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

_____
Notary Public

Print Name: Katherine M. Renn

My commission expires:

3-17-2014

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 5.27.11

Re: Wolf Creek Parkway (158th Street to 155th Street).

On March 17, 2008, the City Council agreed to participate in the US 24/40 Corridor Study. The study created a corridor plan to preserve the US 24/40 corridor, protect the functionality of the highway, provide proper access management, and provide opportunities for economic development along the corridor.

In the fall of 2010, Staff had received notice from the Kansas Department of Transportation (KDOT) concerning applications for a Corridor Management Construction Projects. KDOT would fund the Construction phase of selected projects up to a max of $1,000,000. Other associated project costs such as Preliminary Engineering, Right of Way Acquisitions, Utility Relocations, Permits, and Construction Engineering were not eligible for reimbursement under the Corridor Management Program. KDOT's max contribution will not exceed 90% of the total project cost.

Staff submitted an application for Wolf Creek Parkway (158th Street to 155th Street). Project is within the US 24/40 Corridor Study as required by KDOT and within the City's Capital Improvement Plan.
Scope of the Project:

- 36-foot wide collector street allowing access to existing and future businesses.
- Length of roadway to be constructed is 2020 feet.
- Curb & gutter.
- Enclosed drainage system.
- Sidewalks.
- Street lights.
- Sanitary sewer line for future businesses.

On January 28, 2011, Kansas Department of Transportation (KDOT) selected to fund the construction of Wolf Creek Parkway (158th Street to 155th Street) up to a maximum of $1,000,000. Per the correspondence, the City of Basehor would be responsible for design, right-of-way acquisitions, utility relocations, permits, inspections, and the removal of the right-in/right-out access along US 24/40 near the Basehor Plaza area.

On February 28, 2011, the City Council approved the process to solicit engineering proposals for the project. The engineering service includes design and permitting.

On March 21, 2011, the City Council selected three candidates to submit bids. The three candidates include PEC, Affinis, and BHC Rhodes.

April 11, 2011 the candidates submitted bids for engineering services. The bids are:

- PEC - $116,500.00
- Affinis - $136,728.00
- BHC Rhodes - $166,900.00

Estimated Project Cost

Task	Cost
Construction	$1,000,000.00
Right-of-Way	$45,000.00
Design	$116,500.00
Utility Relocations	$100,000.00
Construction Inspection	$0.00
Total	$1,261,500.00

Responsible Entity	Cost
KDOT	$1,000,000.00
City of Basehor	$261,500.00
Total	$1,261,500.00

The above listed costs are preliminary. Once the preliminary design is completed, a revised estimate will be forwarded to the City Council.

Enclosed is Agreement No. 92-11 which allows KDOT and the City to enter an agreement. The agreement states the City will be reimbursed for 100% of the total actual cost of construction, but not to exceed a maximum reimbursement of $1,000,000. The agreement does not include any language for a 10% construction match from the City. Letter received on January 28, 2011 from KDOT indicated the project was selected by KDOT to include the closure and removal of the right-

in/right-out access along US-24/40. Agreement No. 92-11 does not include the closure and removal of the right-in/right-out access along US-24/40. Staff spoke with KDOT concerning the proposed agreement and the letter date January 28, 2011. KDOT is anticipating the project to include the removal of the right-in/right-out access along US-24/40 but did not include any language in the agreement to do so.

An agreement for engineering services between PEC and the City is enclosed with this memo.

Staff recommends the approval of Agreement No. 92-11and the engineering services agreement.

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

Kansas

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

Deb Miller, Secretary
Dennis R Slimmer, P.E., Chief

Kansas Department of Transportation

Sam Brownback, Governor

January 28, 2011

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

Dear Mr. Pleak,

I am pleased to inform you that the following project has been selected for funding under the Corridor Management Program:

> Construction of a collector street between 158th St and 155th St with the closure and removal of the right-in/right-out access along US-24/40. KDOT has agreed to fund the construction of this project at 100% up to a maximum of $1,000,000.

Project authorization forms with specific scope, schedule and funding details will be generated by KDOT. I will contact you to discuss schedule details. Once these are approved, a City/State Agreement will follow. Please contact me at (785) 368-7099 if you have any questions or are in need of assistance. I look forward to working with you on this project.

Sincerely,

Jessica Upchurch, P.E.
Corridor Management Engineer

cc: W. Clay Adams P.E., District One Engineer
James (Jim) Pickett P.E., Area Three Engineer

PROJECT NO. 24-52 KA-2277-01
CONSTRUCTION
CITY OF BASEHOR, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation**, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and

The City of Basehor, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a Non-National Highway System city street construction project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. The City desires to construct Wolf Creek parkway between 158th St and 155th St Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. However, to be eligible for above mentioned financing, such work is required to be done in accordance with the laws of Kansas.

PROJECT: The Secretary and the City desire to enter into this Agreement for construction of the Project, which is described as follows:

Construction of a collector street North of US-24/40 between 158th St and 155th St in Basehor.

EFFECTIVE DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the _____ day of _____, 20__.

ARTICLE I

THE SECRETARY AGREES:

1. To reimburse the City for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items), but not to exceed a maximum reimbursement of $1,000,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed $1,000,000. The Secretary agrees to make partial payments to the City for amounts not less than $1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is

being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

ARTICLE II

THE CITY AGREES:

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and the City's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by the Secretary. The City agrees to furnish the Secretary one (1) set of plans for his or her records. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

   a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.

b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

4. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

5. A duly appointed representative of the City is authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

6. It will, in its own name as provided by law, acquire by purchase, dedication or condemnation all of the right of way, easements and access rights shown on the final design plans in accordance with the schedule established by KDOT. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such right of way, easements and access rights have been acquired. The City further agrees they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

7. To contact the Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

8. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. The City agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

9. If federal funds are used in the acquisition of the right of way, any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by the Secretary.

10. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public right of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by the City except as provided by state and federal laws.

11. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The City further agrees to certify to the Secretary on forms supplied by the Secretary all utilities are required to be moved prior to construction have either been moved or a date provided by the City as to when, prior to construction, they will be moved. The City will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order to ensure the contractor shall not be delayed in construction of the Project. The City will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

12. To certify to the Secretary all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans, the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by the Secretary and the City.

15. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City 's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold

harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

16. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

17. To provide (or have provided by a consultant who is certified in construction inspection areas applicable to this Project) the construction inspection in accordance the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

The project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for construction engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

If the City does not have sufficient qualified engineering employees to accomplish the construction engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary construction engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

If funding is available and the City elects to use the funds for construction engineering inspection services on this Project, another agreement shall be specifically written for the construction engineering inspection services on this Project.

The City will require at a minimum all personnel, whether City or consultant to

comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding $1,000,000. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

19. To be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

20. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

21. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

22. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on right of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on right of way, easements and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The City will investigate any and all hazardous waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground

storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by law.

The City, by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any right of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any hazardous waste site on any right of way, easements, and access rights acquired by the City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the hazardous waste site is located.

23. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

24. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

25. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from the Secretary.

26. To control the construction or use of any entrances along the Project within the City including those shown on the final design plans.

27. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

28. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

29. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

30. When the Project is completed and final acceptance is issued, it will, at its own cost and expense, maintain the Project, and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

31. If it cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE III

THE PARTIES MUTUTALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the

Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting on his or her own behalf or on behalf of the Federal Highway Administration, the total cost of these items will be paid for by the City.

4. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. It is the policy of the Secretary to make final payments to the City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require the City to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the City agree as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The City agrees if payment has been made to the City for items subsequently found to be not eligible for reimbursement by audit, the City will refund to the Secretary the total amount of monies paid for same.

6. The City agrees to comply with all appropriate state and federal laws and regulations for this Project.

7. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

10. The Provisions found in Contractual Provisions Attachment (Form DA-146a) which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF BASEHOR, KANSAS

_____
CITY CLERK

_____
MAYOR

Kansas Dept of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

BY:_____
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

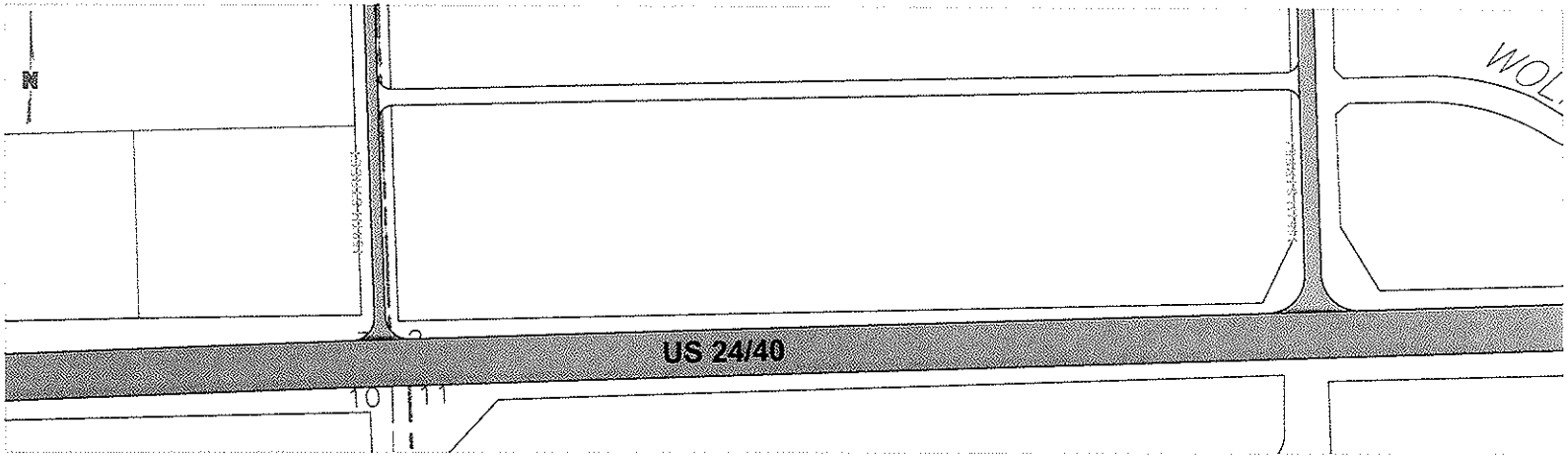
WOLF CREEK PARKWAY PROJECT

The scope of the project is to construct Wolf Creek Parkway between 158th Street to 155th Street, located north of US 24/40. The project will provide safe local access and traffic circulations in the area. Once the project is completed, there is an opportunity to remove right in and right out access located on US 24/40.

The proposed infrastructure includes:

- 36-foot wide collector street allow access to existing and future businesses.
- Curb and gutter.
- Enclosed drainage system.
- Sidewalk for pedestrian use around the surrounding businesses.

The project will be designed, bid, and constructed before the end of the KDOT's 2013 fiscal year. The City will select an experienced engineering firm by request of proposal. The engineering firm will assist with land acquisition, utility relocations, permits, construction engineering, and execute the design.



CONSOLIDATED HIGHWAY FUND

ACCOUNT: 10-000

		2008 Actual	2009 Actual	2010 Budget	2010 Estimate	2011 Budget
Beginning of year balance		$1,832,503	$2,217,728	$1,618,085	$1,726,181	$1,692,871
REVENUES						
	State of Kansas Gas Tax	$104,326	$105,127	$108,120	$111,740	$108,900
	County Transfer Gas Tax	$10,101	$9,476	$11,710	$11,950	$12,420
	Excise/Impact Fees	$84,714	$34,951	$51,239	$16,000	$16,000
	Local Sales and Use Tax	$277,886	$289,594	$326,249	$290,000	$300,000
	Miscellaneous	$0	$100,000	$0	$0	$0
	Transfer from General Fund	$200,000	$0	$0	$0	$0
	Interest on Idle Funds	$44,690	$29,634	$35,545	$3,000	$3,000
	TOTAL REVENUE	$721,717	$568,782	$532,863	$432,690	$440,320
	TOTAL AVAILABLE FUNDS	$2,554,220	$2,786,510	$2,150,948	$2,158,871	$2,133,191
10-000-849	Street Improvements (Excise)	$67,886	$781,120	$175,000	175,000	175,000
	Street CIP Projects	$0	$0	$0	0	700,000
10-000-765	Contractual Services	$13,000	$100,705	$30,000	15,000	15,000
10-000-771	Street Repairs & Maintenance	$204,046	$170,240	$200,000	200,000	330,000
10-000-803	Misc. Contractual Services	$10,476	$3,833	$11,000	11,000	11,000
10-000-811	Maintenance Materials/Supplies	$30,582	$18,941	$65,000	65,000	50,000
	TOTAL EXPENDITURES	$325,990	$1,074,840	$481,000	$466,000	$1,281,000
	UNRESERVED CASH BALANCE	$2,228,230	$1,711,670	$1,669,948	$1,692,871	$852,191

The **Consolidated Highway Fund** is used for street maintenance, repair, pavement management plan, salt and sand. The **Street CIP Projects** line item for 2011 allows for funding of a project from the City Capital Improvement Plan as identified by City Council. The **Street Repairs & Maintenance** line item is increasing to allow for more project to be complete in the pavement management program.

ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made in Leavenworth County, Kansas, by and between the City of Basehor, Kansas, hereinafter "City," and Professional Engineering Consultants, P.A., hereinafter "Consulting Engineer/Architect." City intends to construct an improvement project (hereinafter the "Project") in Basehor, Kansas, described as follows:

Wolf Creek Parkway (158th Street to 155th Street)

KDOT Project Number 24-52 KA-2277-01

City hereby contracts with Consulting Engineer/Architect for the furnishing of professional engineering/architectural services in connection with the Project, for the furnishing of such engineering/architectural services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer/Architect represents to City that Consulting Engineer/Architect is professionally qualified to do this Project and is licensed to practice engineering/architecture by all public entities having jurisdiction over Consulting Engineer/Architect and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Basehor, Kansas.

"Consulting Engineer/Architect" means the company or individual identified on pg. 1. Consulting Engineer/Architect shall employ for the services rendered, engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Construction Cost" means and includes the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer/Architect's fee, or other payments to the Consulting Engineer/Architect and shall not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction for this Project, including all Engineering/Architectural Documents. All terms defined in the General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering/Architectural Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Engineering/Architectural Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consulting Engineer/Architect under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer/Architect an amount not to exceed One Hundred Sixteen Thousand Five Hundred dollars and 00/100 ($116,500.00), including reimbursables. The fee is based on the performance of the scope of services outlined in this Agreement, and shall be billed using hourly rates and equipment charges as set forth in Exhibit B attached herewith, plus direct expenses. Task 1 and Task 2 work shall be completed on or before January 11, 2012. Payment to Consulting Engineer/Architect shall not exceed the following percentages in each phase of the Project without prior written consent of City:

Preliminary Design Phase	60%
Final Design Phase	30%
Bidding Phase	5%
Construction Phase	5%
TOTAL	100 %

2. Reimbursable Expenses: The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed a total expense of $8,500.00 for the following expenses: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City; (g) title company ownership and encumbrance reports; (h) geotechnical services, and (i) other costs as authorized by City.

3. Additional Services: Consulting Engineer/Architect shall provide, with City's concurrence, services in addition to those listed in Section III when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer/Architect must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit B. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consulting Engineer/Architect, providing services necessitated in the event the Engineering/Architectural Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer/Architect, and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consulting Engineer/Architect, as compensation for these services, shall be in accordance with the hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.

4. Special Services: Consulting Engineer/Architect may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer/Architect shall not be paid extra by City if its appearance is to defend its professional Engineering/Architectural Services. Consulting Engineer/Architect shall not be paid extra by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-way for the Project. If Consulting Engineer/Architect is requested, in writing, by City, to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit B.

5. Billing: Consulting Engineer/Architect shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Consulting Engineer/Architect shall itemize the services and reimbursable expenses for which payment is requested. City agrees to pay Consulting Engineer/Architect within thirty (30) days of approval by the Governing Body.

6. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer/Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer/Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer/Architect immediately. Consulting Engineer/Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer/Architect in accordance with the contract payment procedures.

7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of design tasks completed to date. This report will serve as support for payment to Consulting Engineer/Architect.

8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer/Architect, the Consulting Engineer/Architect shall be compensated for time and expense required to incorporate such modifications at Consulting Engineer/Architect's standard hourly rates per Exhibit B; provided, however, that any increase in Contract Price or Contract Time must be approved through a written Change Order. Consulting Engineer/Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consulting Engineer/Architect's negligence or other actionable fault.

9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the Engineering/Architectural Services or to modify the terms and conditions thereof by either written amendment or by Change Order. The Contract Price and Contract Time may only be changed by a written Change Order approved by City, unless it is the result of an emergency situation in which case the Project Manager may give written approval to be followed by a written and approved Change Order. If notice of any change affecting the general scope of the Engineering/Architectural Services or provisions of this Agreement, including but not limited to, Contract Price or Contract Time, is a requirement of any insurance policy held by Consulting Engineer/Architect as

a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer/Architect's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT

Consulting Engineer/Architect shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project which services shall include:

A. PRELIMINARY DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consulting Engineer/Architect shall furnish the City six (6) copies of the above preliminary design documents, unless otherwise noted in Exhibit A.
3. Preliminary Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on the preliminary design. Consulting Engineer/Architect's estimate of probable Construction Cost is to be made on the basis of Consulting Engineer/Architect's experience and qualifications and represent Consulting Engineer/Architect's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Final Design Documents: Consulting Engineer/Architect shall furnish City six (6) copies, unless otherwise noted in Exhibit A, of the above final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project.
3. Contract Documents: Consulting Engineer/Architect shall prepare for City, contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents, unless such documents are provided by City. All documents provided by Consulting Engineer/Architect

are being provided as an accommodation and service to the City and Consulting Engineer/Architect is not providing any legal advice or legal analysis of any of the referenced documents. The City will seek on its own legal counsel for those purposes.

4. Final Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer/Architect's Estimate" and will be used as the basis for construction contract award.

5. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection and testing.

C. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.

2. Bids Exceeding Cost Estimate: If all bids exceed Consulting Engineer/Architect's Final Cost Estimate, Consulting Engineer/Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Consulting Engineer/Architect's estimate. The City may: (1) City Council may consider approval of an increase in the project cost; (2) authorize rebidding of the project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer/Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the Consulting Engineer/Architect's estimate.

D. CONSTRUCTION PHASE

1. In-house Administration and Inspection: It is understood that City will provide in-house administration and inspection of the construction Agreement; however, Consulting Engineer/Architect shall consult with and advise City, when requested.

2. Services: The services provided during this phase are set out in Exhibit A attached hereto and incorporated herein.

3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consulting Engineer/Architect agrees to provide

such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consulting Engineer/Architect's errors or omissions or clarify Consulting Engineer/Architect's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consulting Engineer/Architect, or are beyond his/her control, both parties agree to negotiate an equitable payment to Consulting Engineer/Architect for his/her services rendered, which shall be accomplished through a Change Order.

4. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the construction contractor.

5. Notice of Defects: If, based on Consulting Engineer/Architect's involvement during the construction phase, Consulting Engineer/Architect observes or otherwise becomes aware of any defect in the work, he shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting Engineer/Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the Contractor's responsibility under the contract for construction. Consulting Engineer/Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer/Architect shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.

6. Shop Drawings: Consulting Engineer/Architect shall review and take appropriate action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto, unless an obvious deficiency exists wherein Consulting Engineer/Architect will advise City of such defect or deficiency so the same can be prevented.

7. Record Drawings: The Consulting Engineer/Architect shall prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field and which are marked on the construction plan set. Because some of the data contained on the "Record Drawings" may be based on unverified information provided by others, the Consulting Engineer/Architect does

not warrant the accuracy of information provided by others.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer/Architect. Consulting Engineer/Architect specifically acknowledges receipt of a copy of the General Conditions and acceptance of the responsibilities as set forth therein.

2. Personnel: Consulting Engineer/Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Michael W. Berry, P.E. As principal on this Project, this person shall be the primary contact with the City's Project Manager and shall have authority to bind Consulting Engineer/Architect. So long as the individual named above remains actively employed or retained by Consulting Engineer/Architect, he/she shall perform the function of principal on this Project.

3. Subsurface Borings & Material Testing: If tests, additional to those provided for in Exhibit A, are required for design, Consulting Engineer/Architect shall prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, shall be provided by Consulting Engineer/Architect or its subcontractors and compensated as an Additional Service.

4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer/Architect or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer/Architect which is not defined within the scope of services of Consulting Engineer/Architect. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work. Although Consulting Engineer/Architect may assist City in procuring such services of third parties, Consulting Engineer/Architect shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Service: Consulting Engineer/Architect shall not subcontract or assign any of the Engineering/Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering/Architectural Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering/Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of $1,000,000 and provide the City with certification thereof.

6. Endorsement: Consulting Engineer/Architect shall sign and seal all final plans, specifications, estimates and engineering data furnished by him/her. Any review or approval by City of any documents prepared by the Consulting Engineer/Architect, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer/Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: Consulting Engineer/Architect shall maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.

SECTION IV - CITY OF BASEHOR RESPONSIBILITIES

1. Communication: City shall provide to Consulting Engineer/Architect information and criteria regarding City's requirements for the Project; examine and timely respond to Consulting Engineer/Architect's submissions; and give written notice to Consulting Engineer/Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering/Architectural Services.

2. Access: City will provide access for Consulting Engineer/Architect to enter public and private property.

3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as City's responsibility.

4. Program and Budget: City shall provide full information, including a program which shall set forth City's objectives, schedule, constraints, budget with reasonable contingencies,

and other necessary design criteria.

5. Legal, Insurance, Audit: City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project. City shall furnish all bond forms required for the Project.

6. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer/Architect, with authority to transmit instructions and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement in whole or in part either for cause or for its convenience and without cause or default on the part of Consulting Engineer/Architect, by providing ten (10) days' written notice of such termination to Consulting Engineer/Architect. Upon receipt of such notice from City, Consulting Engineer/Architect shall, at City's option as contained in the notice: (1) immediately cease all Engineering/Architectural Services; or (2) meet with City and, subject to City's approval, determine what Engineering/Architectural Services shall be required of Consulting Engineer/Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer/Architect shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.

   If City defaults on its obligation under this Agreement, Consulting Engineer/Architect is entitled to terminate this Agreement by providing ten (10) days' written notice.

2. Termination for Cause: If this Agreement is terminated for cause, after notice to Consulting Engineer/Architect, City may take over the Engineering/Architectural Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer/Architect, and the Consulting Engineer/Architect shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion. When Consulting Engineer/Architect's services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer/Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer/Architect shall not release Consulting Engineer/Architect from liability.

3. Compensation for Convenience Termination: If City shall terminate for its

convenience as herein provided, City shall compensate Consulting Engineer/Architect for all Engineering/Architectural Services satisfactorily completed to date of its receipt of the termination notice and any additional Engineering/Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer/Architect, City shall compensate Consulting Engineer/Architect for the reasonable cost of Engineering/Architectural Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer/Architect including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: Neither Consulting Engineer/Architect, nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer/Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and Consulting Engineer/Architect agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer/Architect shall proceed with the Engineering/Architectural Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consulting Engineer's/Architect's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ENGINEERING/ARCHITECTURAL DOCUMENTS

Provided that Consulting Engineer/Architect is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consulting Engineer/Architect, however, such reuse without written consent, verification or adaptation by Consulting Engineer/Architect shall be limited to this project or reasonable additions to this project, including maintenance, expansion, or similar uses. Any such use shall be at City's sole risk and without liability or legal exposure to Consulting Engineer/Architect whatsoever. City agrees not to provide the referenced documents to any third party without the

written permission of Consulting Engineer/Architect. The City agrees to indemnify, defend, and hold PEC harmless from any and all claims, losses, or damages, including attorney fees and litigation expenses, resulting from unauthorized use of the referenced documents.

D. INSURANCE

1. General

The Consulting Engineer/Architect shall maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consulting Engineer/Architect shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Consulting Engineer/Architect at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

2. Notice of Claim Reduction of Policy Limits

The Consulting Engineer/Architect, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consulting Engineer/Architect shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consulting Engineer/Architect's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consulting Engineer/Architect shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

3. General Liability

Limits -

General Aggregate:	$ 500,000
Products / Completed Operations:	$ 500,000
Personal & Advertising Injury:	$ 500,000
Each Occurrence:	$ 500,000

Policy MUST include the following conditions:

a. Commercial General Form
b. Explosion, Collapse & Underground
c. Broad Form Contractual / Contractually Assumed Liability
d. Independent Contractors
e. Broad Form Property Damage
f. Pollution Liability (Applicable only to contracts involving pollutants

such as asbestos & lead abatement, sludge or other waste abatement, etc.)

g. **Name City of Basehor as "Additional Insured"**

4. Automobile Liability

Policy shall protect the Consulting Engineer/Architect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:

Same as General Liability

Policy MUST include the following condition:

Name City of Basehor as "Additional Insured"

5. Workers' Compensation

This insurance shall protect the Consulting Engineer/Architect against all claims under applicable state workers' compensation laws. The Consulting Engineer/Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident:	$ 100,000 Each Accident
Bodily Injury by Disease:	$ 500,000 Policy Limit
Bodily Injury by Disease:	$ 100,000 Each Employee

6. Professional Liability

The Consulting Engineer/Architect shall maintain throughout the duration of this Contract, Professional Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00).

7. Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

a. Is licensed to do business in the State of Kansas;
b. Carries a Best's policyholder rating of A- or better; and
c. Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Consulting Engineer/Architect.

8. Subcontractors' Insurance

If a part of the Agreement is to be sublet, the Consulting Engineer/Architect shall either:

a. Cover all subcontractors in its insurance policies, or

b. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consulting Engineer/Architect shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

9. Railroad Protective Liability

(Additional requirement applicable when working on railroad property.)

Named Insured:	Applicable Railroad
Limits - Bodily Injury & Property Damage:	Per Railroad Requirements

10. Aircraft Liability

(Additional requirement applicable for aerial photograph or contract involving any use of aircraft.)

Limits- Single Limit Bodily Injury; Including Passengers; and Property Damage:

$ 1,000,000 Each Occurrence

Coverage must include all Owned, Hired and Non-Owned Aircraft.

Policy MUST include the following condition:

Name City of Basehor as "Additional Insured" on the hired and non-owned Aircraft Liability.

E. INDEMNITY

1. Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

   "Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the Engineering/Architectural Services required hereunder.

2. Indemnity: For purposes of this Agreement, Consulting Engineer/Architect hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consulting Engineer/Architect, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

   It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consulting Engineer/Architect's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consulting Engineer/Architect is not responsible.

   In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. During the performance of this Agreement, the Consulting Engineer/Architect agrees that:

   a. Consulting Engineer/Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

   b. in all solicitations or advertisements for employees, the Consulting Engineer/Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

   c. if the Consulting Engineer/Architect fails to comply with the manner in which the Consulting Engineer/Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;

   d. if the Consulting Engineer/Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and

   e. the Consulting Engineer/Architect shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

   The provisions of this section shall not apply to a contract entered into by a Consulting Engineer/Architect:

   - who employs fewer than four employees during the term of such contract; <u>or</u>
   - whose contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

2. The Consulting Engineer/Architect further agrees that the Consulting Engineer/Architect shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and

local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Consulting Engineer/Architect without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. INDEPENDENT CONTRACTOR

The Consulting Engineer/Architect is an independent contractor and as such is not an agent or employee of the City.

L. WORK PRODUCT FORMAT

1. Project Drawings: Project drawings which are developed by Consulting Engineer/Architect through the use of a Computer Aided Drafting (CAD) System shall be made available to City by providing a Microsoft compatible compact disc. However, due to the potential that the information set forth on the electronic media (disk) can be modified by City, or City consultants, unintentionally or otherwise, Consulting Engineer/Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. For documentation purposes, two sets of an original electronic media (disk) and two (11" x 17" size or larger) duplicate hard copy sets will be prepared. One set will be given to City and one set will be retained by Consulting Engineer/Architect. If City provides such electronic media (disk) to others for any purpose, City shall require the electronic media (disk) to be returned to City upon completion of such use. City recognizes that use of such electronic media (disk) will be at City's sole risk and without any liability risk or legal exposure by Consulting Engineer/Architect.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a Microsoft compatible compact disc.

3. "Record" Drawings: Following construction, City will provide copies of changes and alterations made in the field during construction to Consulting Engineer/Architect to provide "record" drawings, unless Consulting Engineer/Architect has provided a floppy disk to City on which City can make changes. Consulting Engineer/Architect has the right to rely on the information provided by the City in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES

(Only applies to projects receiving federal funds via the City)

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City's Project Manager and should be returned to City with other final contract documents. It is the responsibility of Consulting Engineer/Architect to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

N. COVENANT AGAINST CONTINGENT FEES

Consulting Engineer/Architect warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer/Architect, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Consulting Engineer/Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Engineering/Architectural Services or the Project at the time Services are rendered. Consulting Engineer/Architect shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of _____ 2011.

Professional Engineering Consultants, P.A.
Consulting Engineer/Architect

ATTEST:

_____

By: _____
Authorized Signatory

Michael W. Berry
Executive Vice President

CITY OF BASEHOR, KANSAS

_____
Terry L. Hill
Mayor

ATTEST:

_____
Corey Swisher
City Clerk

APPROVED AS TO FORM:

_____
Patrick G. Reavey
City Attorney

Exhibit A
Basic Services and Other Matters

Scope of project: This project includes design, plans, and specifications to be used for construction of **Wolf Creek Parkway** as a **standard three-lane, collector street from 158th Street to 155th Street (approximately 2,000 feet)**.

General Design Requirements
All plan development stages shall be completed no later than the current project schedule's due dates, exclusive of delays beyond the consultant's control. The consultant shall submit to the progress reports at monthly or at mutually agreed intervals in conformity with the official project schedule.

The consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current most recent version of the Manual on Uniform Traffic Control Devices (MUTCD), and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and the current version of the Basehor Technical Specifications for Public and Private Improvements with Special Provisions, and KDOT Corridor Management Construction Project Guidelines with Special Provisions.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

Task I. Preliminary Design

1.01 Data Collection.

A. Attend pre-design meeting.

B. Develop design criteria for the project; prepare design memorandum.

C. Develop detailed design schedule. Submit copy to City. Include at least the following benchmarks:

1. Survey complete.
2. Data collection complete.
3. Preliminary plans complete.
4. Preliminary plans to all utilities.
5. Field check complete.
6. Legal descriptions to City.
7. Public meeting.
8. All other agency permit applications submitted.
9. Final plans submitted for review.
10. Project ready for bid.

D. Schedule and coordinate project activities with KDOT and the City (where applicable).

E. Field data collection:

1. Establish land corners.
2. Field surveys for a width of approximately 200 feet.
3. Contact utilities and field locate all utilities.
4. Low opening elevation of all existing structures.
5. Stream crossing elevation data, including historical high-water elevations where applicable.
6. Pictures of the project.

F. Ownership and abutting property information:

1. Secure plats
2. Obtain ownership information for thirteen (13) properties along the project corridor. The City shall approve the title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.
3. Collect record drawings on abutting projects and subdivisions.

G. The Consulting Engineer shall contract with a City approved geotechnical firm for sub-surface investigations and foundation recommendations. Pavement design or recommendations are not required. The costs associated with the work, including field staking boring locations and elevations, shall be paid by the Consulting Engineer to the geotechnical firm. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.

H. With the City, determine the required lane configurations and traffic control along the project. Analyze the existing geometrics along the project and determine traffic control and/or geometric improvement recommendations as might be warranted.

I. Analyze the storm drainage needs along the project.

1. Determine watershed areas for all streams and basins draining onto the proposed roadway.
2. Determine ultimate development land uses for all watershed and sub-basin areas draining onto project.
3. Determine ultimate development 5-year., 25-year, and 100-year stormwater flows crossing or entering the proposed roadway.
4. Locate all storm drainage system discharges upstream from the project.

J. Prepare an analysis of the construction phasing and traffic control needs to maintain acceptable access to the existing land uses along the project corridor.

1.02 Prepare base map at a scale of **1:20** showing both contours at **1 foot** intervals and property lines.

A. Develop preliminary plans:

1. Cover sheet.
2. Typical sections.
3. Pavement design
4. Subsurface drainage design
5. Surface drainage design
   a. Drainage area maps.
   b. Pavement spread calculations.
   c. Inlet and other structure design calculations.
   d. Hydraulic grade calculations.
6. Plan and Profile sheets
   a. Plan scale = **1:20**
   b. Profile scale H = **1:20**; V = **1:5**
7. Length of tapers and storage lanes for turn lanes.
8. Driveway profiles
9. Preliminary traffic control for construction plan sheets.
10. Preliminary street lighting.
    a. Pole locations.
    b. Define design parameters.
11. Preliminary pavement marking and signing.
12. Property lines and owner information.
13. Cross sections every 25 feet
14. Preliminary retaining wall elevation views as required.

1.03 Submit preliminary plans to the City and KDOT for review.

1.04 Submit preliminary plans to utility companies for their use in preparing for relocations.

1.05 Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency.

1.06 Submit preliminary plans and opinion of probable cost to City and KDOT for review.

1.07 Communicate with the City not less than bi-weekly as necessary in connection with such preliminary work.

1.08 Field Check to be performed with representatives of the Consulting Engineer, City, and KDOT at the project site with appropriate detailed plans.

1.09 Right-of-way and easements.

A. Describe right-of-way and easements necessary to complete project.

1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word 7.0.

2. Furnish necessary title information.

3. Maps and sketches as follows:

a. Plan and profile pages showing all proposed takings.

b. Individual drawings of takings for each ownership including:

(1) Title block.

(2) Ownership boundaries.

(3) Existing rights-of-ways and easements.

(4) Proposed takings identified with text and graphically.

(5) Legend for taking type.

(6) Graphical scale and north arrow.

(7) Ownership information.

(8) Legal description of all takings.

B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements prior to acquisition as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. A maximum of 10 hours for a 2-person survey crew shall be included.

1.10 Public Information:

A. Prepare for and attend one public meeting to explain the project to residents of the project area, and to receive public comments at a time and place arranged for by the City.

1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).

2. Have persons available to explain the proposed work and to answer questions.

B. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project. Individual property owner meetings are NOT considered part of the Basic Scope of Services and shall be compensated as Extra Work as stipulated in Section II of this agreement.

1.11 Permitting.

A. Prepare the necessary plans and applications for permit submission to and approval of:

1. Leavenworth County.

2. State including but not limited to:

a. Division of Water Resources.

b. KDOT

3. Federal including but not limited to:

a. US Army Corps of Engineers 404

b. NPDES.

c. Section 4(f) Evaluations.

d. FEMA Map Revisions.

Section 4(f) Evaluations or FEMA Map Revisions, shall NOT be considered as part of the Basic Scope of Services and shall be compensated as Extra Work as stipulated in Section II of this agreement.

1.12 Environmental Analysis

A. Prepare the necessary plans and applications for submission and approval of:

1. Environmental Assessment

2. Environmental Impact Statement

3. Wetlands Analysis

Task II. Final Design

2.01 Prepare detailed plans and specifications.

A. Cover sheet.

B. Typical sections.

C. Pavement design.

D. Subsurface drainage design

E. Surface drainage design

1. Drainage area maps.

2. Pavement spread calculations.

3. Inlet and other structure design calculations.

F. Plan and Profile sheets

1. Plan scale = **1:20**

2. Profile scale H = **1:20**; V = **1:5**

G. Length of tapers and storage lengths for turn lanes

H. Intersection details.

I. Driveway profiles.

J. Street lighting.

1. Pole locations.

2. Design parameters.

3. Circuit information with includes control center locations.

K. Pavement marking and signing.

L. Existing and proposed right-of-way limits.

M. Property lines and owner information.

N. Cross sections every 25 feet

O. Retaining wall elevation views as required.

P. Traffic control plan and construction phasing including detour routing for each phase of the project.

Q. Location of existing utilities and underground facilities.

R. Stormwater Pollution Prevention Plan (SWPP), including erosion and sediment control plans.

S. Sanitary sewer plans.

2.02 Schedule and attend utility coordination meetings as required. Add to preliminary plans.

2.03 Prepare a detailed opinion of probable cost.

A. Include an appropriate contingency.

B. Estimate time required to complete construction.

C. Provide input to the City regarding forms for:

1. Proposals
2. Construction contracts.
3. Bonds.

2.04 Submit final plans to the City and KDOT for review.

2.05 At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format and the bid documents in PDF format.

2.06 Furnish 5 copies of detailed plans and specifications.

A. Plan sets will be prepared in:

1. 3 full size (22" x 34")
2. 2 half size (11"x 17")

B. These plans are to be furnished at no additional cost, and are separate from those sold to prospective bidders.

2.07 Communicate with City not less than bi-weekly as necessary during preparation of detailed plans.

Task III. Bidding

3.01 Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling.

3.02 Attend bid letting.

3.03 Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.

3.04 Consult with and advise the City as to the acceptability of subcontractors and others proposed to do work by the general contractor.

3.05 Prepare written addenda to the bidding documents as required and or requested.

3.06 Assist the City in analyzing bids and making recommendation for award of the construction contract.

3.07 Prepare a bid tabulation in printed and MS Excel format.

3.08 Arrange for, attend, and prepare meeting minutes for a pre-bid conference.

3.09 Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

Task IV. Construction Services

4.01 Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City of Basehor.

4.02 Review shop drawings and be available for consultation with the City during construction.

4.03 Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.

4.04 Prepare final record drawings which reflect:

A. All change orders.

B. Minor design changes.

C. Changes made in the field by City representatives and are marked on the construction plan set.

D. Submit updated CAD drawings and TIFF images of the revised sheets.

4.05 Attend weekly construction progress meetings as directed by the City.

4.06 Provide the City with Before and After pictures of the project in printed and digital format.

Completion time: The Consulting Engineer hereby agrees to complete preliminary plans suitable for a public information meeting including easement and right-of-way descriptions and drawings (Task I) by **August 1, 2011** and to complete all work necessary to and including preparation of final plans (Task II) by **November 1, 2011**.

HOURLY RATE SCHEDULE
ATTACHMENT B.1

Title	Hourly Rate
Principal Engineer 3	$125.00
Principal Engineer 2	$120.00
Principal Engineer 1	$115.00
Project Manager 5	$110.00
Project Manager 4	$105.00
Project Engineer 5	$102.00
Project Engineer 4	$92.00
Project Engineer 3	$84.00
Project Engineer 2	$75.00
Design Engineer 3	$72.00
Design Engineer 2	$65.00
Landscape Arch. 3	$75.00
Landuse Planner 3	$85.00
Landuse Planner 2	$70.00
Design Technician Supervisor 3	$82.00
Design Technician Supervisor 2	$60.00
Design Technician 5	$80.00
Design Technician 4	$70.00
Design Technician 3	$58.00
Drafter/CAD Operator 4	$58.00
Drafter/CAD Operator 3	$50.00
Drafter/CAD Operator 2	$44.00
Balance Technician Supervisor 3	$70.00
Balance Technician 4	$66.00
Balance Technician 3	$60.00
Land Surveyor 4	$88.00
Land Surveyor 3	$70.00
Land Surveyor 2	$60.00
Party Chief 4	$55.00
Party Chief 5	$60.00
Instrument Man 3	$52.00
Instrument Man 2	$48.00
Survey Assistant 2	$44.00
Survey Assistant 1	$32.00
3 Man Survey Crew	$175.00
2 Man Survey Crew	$140.00
2 Man Survey Crew w/Robot	$150.00
1 Man Survey Crew w/Robot	$110.00
Field Engineer 3	$80.00
Field Engineer 2	$70.00
Inspector Supervisor 3	$75.00
Inspector 6	$73.00

Title	Hourly Rate
Inspector 5	$68.00
Inspector 4	$62.00
Inspector 3	$55.00
Lab Technician Supervisor 3	$66.00
Lab Technician 4	$58.00
Lab Technician 3	$50.00
Lab Technician 2	$46.00
Lab Technician 1	$34.00
Administrative Assistant Supervisor 4	$54.00
Administrative Assistant 4	$52.00
Administrative Assistant 3	$48.00
Clerk Typist 2	$45.00
Clerk Typist 1	$34.00
Computer Programmer	$68.00
Cadd Assistant 1	$30.00
Technical Writer 3	$54.00
Word Processing Technician 4	$50.00
Administrative Professional	$90.00
Marketing Division Manager	$100.00
Public Relations 1	$65.00
Computer CADD	$16.00

REIMBURSABLES:

Outside Consultants	Cost plus 10%
In-House Consultant	Labor Cost plus 50%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Truck Mileage	$0.60/Mile
Auto Mileage	$0.50/Mile
Car Rental and Fuel	Cost
Per Diem	Cost
Telephone (Long Distance)	No Charge
Fax	No Charge
Postage (Regular Mail)	No Charge
Deliveries and Overnight Mail	Cost plus 10%

Wolf Creek Parkway: 158th Street to 155th Street **EXHIBIT C** **Page 1**

Staff-Hour Estimate

		Principal	Project Manager	Design Engineer	Sr Tech	Jr. Tech	RLS	2-man Crew	Additional Surveyor	Clerical	CAD Hours
TASK I	**Preliminary Design**										
1.01.A	Attend pre-design mtg.	4	4								
1.01B	Develop design criteria; memo.		4							1	
1.01C	Develop design schedule	2								1	
1.01D	Schedule activities w/KDOT & City		2								
1.01.E.1	Establish land corners						2	8	2		
1.01.E.2	Field surveys							70			
1.01.E.3	Contact & field locate all utilities						4	16			
1.01.E.4	Low opening elev.of all exist.strs.							4			
1.01.E.5	Stream crossing elev.data							4			
1.01.E.6	Pictures of project								4		
1.01.F.1	Secure plats								2		
1.01.F.2	Obtain ownership info.						1				
1.01.F.3	Collect record drwg.								2		
1.01.G	Subsurface invest.		2								
1.01.H	Lane config. & traffic control		4								
1.01.I.1	Determine watershed areas				4						4
1.01.I.2	Determine land uses		2								
1.01.I.3	Determine stormwater flows				4						4
1.01.I.4	Locate storm drg. syst.discharges				2						2
1.01.J	Prepare const.ph. Analysis		4								
1.02	Prepare base map				4	16					20
1.02.A.1	Cover sheet					4					4
1.02.A.2	Typical sections		2		2						2
1.02.A.3	Pavement design		2								
1.02.A.4	Subsurface drainage design	2									
1.02.A.5.a	Drainage area map			2		2					2
1.02.A.5.b	Pavement spread calcs.		4		2						2
1.02.A.5.c	Inlet/other struc.design calcs.		4		2						2
1.02.A.5.d	Hydraulic grade calcs.				2						2

Wolf Creek Parkway: 158th Street to 155th Street **EXHIBIT C**

Staff-Hour Estimate

		Principal	Project Manager	Design Engineer	Sr Tech	Jr. Tech	RLS	2-man Crew	Additional Surveyor	Clerical	CAD Hours
1.02.A.6.a	Plan scale = 1:20	2	20		2	18					20
1.02.A.6.b	Profile scale H = 1:20; V= 1:5	2		20	2	18					20
1.02.A.7	Length of tapers & storage lanes		4		8						8
1.02.A.8	Driveway profiles					16					16
1.02.A.9	Preliminary traffic control			20		16					16
1.02.A.10.a	Light pole locations		4			4					4
1.02.A.10.b	Define lighting design parameters		4			2					2
1.02.A.11	Prelim. pvmt.marking & signing			12		16					16
1.02.A.12	Property lines & owner info.				12		8				12
1.02.A.13	Cross sections				12						12
1.02.A.14	Preliminary retaining wall elev.		4		4						4
1.03	Preliminary plans to City/KDOT	2	4								
1.04	Preliminary plans to utility cos.			2		4				4	4
1.05	Prelim. probable costs	4		4	4						4
1.06	Prelim.plans/costs to City/KDOT		4								
1.07	Communication w/City	5	40								
1.08	Field check performed	8	8								
1.09.A.1	Furnish legal descript.						16				
1.09.A.2	Furnish title info.						8				
1.09.A.3.a	Plan/profile pages						8				
1.09.A.3.b	Drawings of takings						10				
1.09.B	Field staking							10			
1.10.A.1	Prepare exhibits/plans for public		4			8					8
1.10.A.2	Public mtg. representation	4	4								
1.10.B	Mtgs.w/City & prop owners(tel.)		8								
1.11.A	Prepare plans/permit apps.					8					8
1.11.A.1	Leavenworth County		1								
1.11.A.2.a	Division of Water Resources		1								
1.11.A.2.b	KDOT		1								
1.11.A.3.a	U.S.Army Corps of Engineers										
1.11.A.3.b	NPDES		2			4					4

Staff-Hour Estimate

		Principal	Project Manager	Design Engineer	Sr Tech	Jr. Tech	RLS	2-man Crew	Additional Surveyor	Clerical	CAD Hours
1.11.A.3.c	Section 4(f) Evaluations										
1.11.A.3.d	FEMA Map revisions										
1.12.A	Prepare plans/permit apps.										
Totals (Task I)		35	147	60	66	136	57	112	10	6	202
Task II	**Final Design**										
2.01.A	Cover sheet					4					4
2.01.B	Typical sections			2		4					4
2.01.C	Pavement design				4						4
2.01.D	Subsurface drainage design	2									
2.01.E.1	Drainage area maps					4					4
2.01.E.2	Pavement spread calculations			8							
2.01.E.3	Inlet/other struc.design calcs.	2		8							
2.01.F.1	Plan scale = 1:20		2	10	2	16					18
2.01.F.2	Profile scale H = 1:20; V = 1:5		2	10	2	16					18
2.01.G	Length of tapers & storage lanes		2			8					8
2.01.H	Intersection details	2		16		16					16
2.01.I	Driveway profiles	2			8						8
2.01.J.1	Street lighting pole locations					8					8
2.01.J.2	Design parameters		2								
2.01.J.3	Circuit info.		2								
2.01.K	Pavement marking & signing		2			8					8
2.01.L	Right-of-way limits				8		4				8
2.01.M	Property lines & owner info.				4						4
2.01.N	Cross sections				8	24					32
2.01.O	Retaining wall elevation views			10		16					16
2.01.P	Traffic control plan	4				8					8
2.01.Q	Loc.of existing utilities					8					8

Wolf Creek Parkway: 158th Street to 155th Street **EXHIBIT C** **Page 4**

Staff-Hour Estimate

		Principal	Project Manager	Design Engineer	Sr Tech	Jr. Tech	RLS	2-man Crew	Additional Surveyor	Clerical	CAD Hours
2.01.R	Stormwater Poll.Prev. Plan	2		4		8					8
2.01.S	Sanitary sewer plans		2	12	4	16					20
2.02	Utility coord. Mtgs.		8								
2.03.A	Probable cost & contingency	1			4						4
2.03.B	Est. const.completion time	1									
2.03.C.1	Input to City for proposal form	1									
2.03.C.2	Input to City of const.contracts form	1									
2.03.C.3	Input to City for bonds form	1									
2.04	Final plans to City/KDOT		2			4					4
2.05	Furnish digital info. To City		2			4					4
2.06.A	Furnish plan sets to City					4				4	4
2.07	Communicate w/City	10	40								
Totals (Task II)		29	66	80	44	176	4			4	220
Task III	**Bidding**										
3.01	Provide to bidders plans/specs.									16	
3.02	Attend bid letting		4								
3.03	Consult w/City on materials	2	2								
3.04	Consult w/City on subcont.	2									
3.05	Prepare any written addenda	2	2								
3.06	Assist City in bid analysis		2							2	
3.07	Prepare bid tabulation									4	
3.08	Pre-Bid conference	2	4								
3.09	Pre-Construction conference	2	4		8					8	8
Totals (Task III)		10	18		8					30	8
Task IV	**Construction Services**										
4.01	Consult during const. phase	20	40								

Wolf Creek Parkway: 158th Street to 155th Street **EXHIBIT C** **Page 5**

Staff-Hour Estimate

		Principal	Project Manager	Design Engineer	Sr Tech	Jr. Tech	RLS	2-man Crew	Additional Surveyor	Clerical	CAD Hours
4.02	Shop drawing review			20	20					16	20
4.03	Prepare plan revisions					16					16
4.04.A	Change Orders					16					16
4.04.B	Minor design changes					8					8
4.04.C	Field changes by City					8					8
4.04.D	Submit updated drawings					8					8
4.05	Attend const.progress mtgs.		40								
4.06	Provide before/after pictures								8	8	
Totals (Task IV)		20	80	20	20	56			8	24	76
	GRAND TOTALS	94	311	160	138	368	61	112	18	64	506

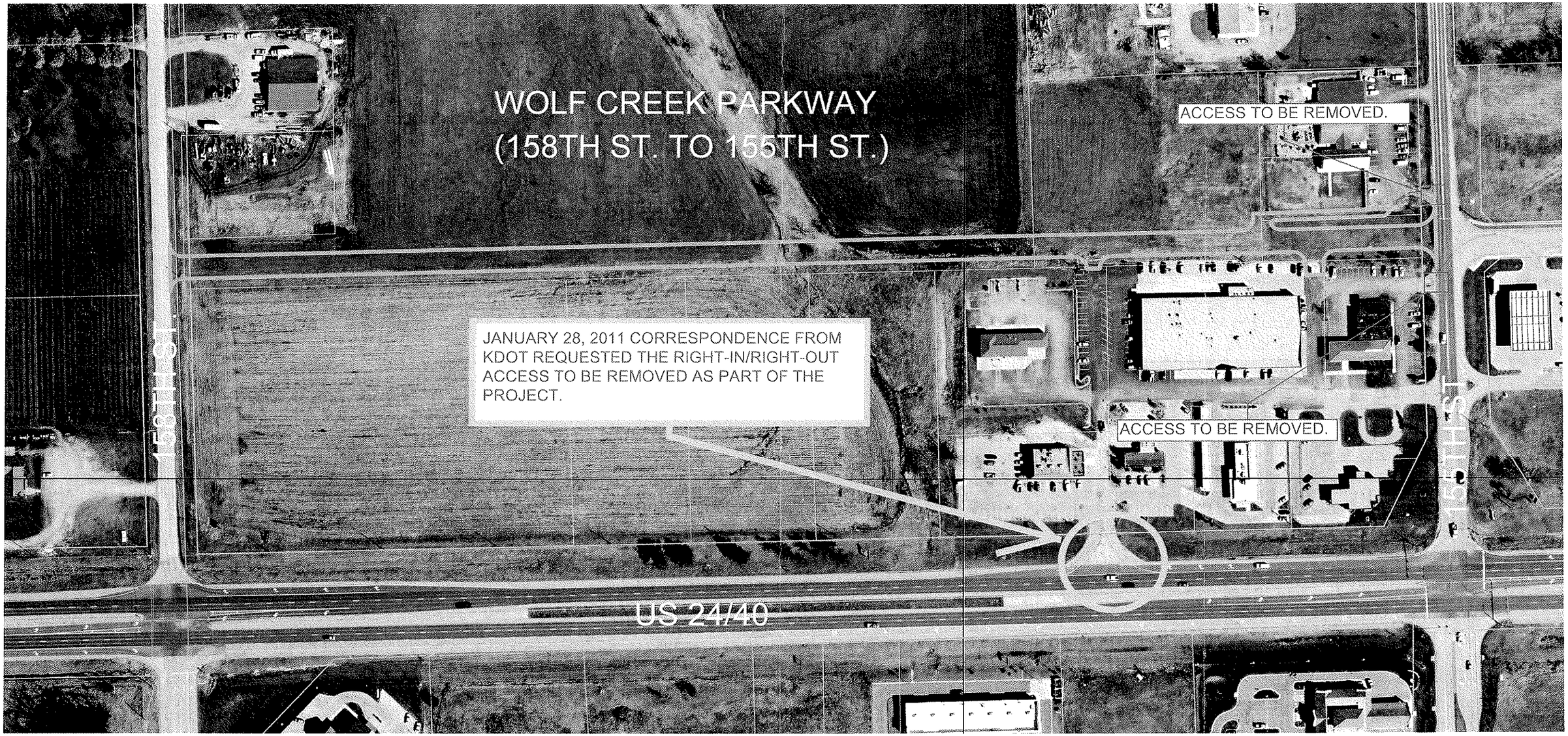
Wolf Creek Parkway: 158th Street to 155th Street

Staff-Hour Estimate

		Principal	Project Manager	Design Engineer	Sr Tech	Jr. Tech	RLS	2-man Crew	Additional Surveyor	Clerical	CAD Hours
	GRAND TOTAL (HOURS)	94	311	160	138	368	61	112	18	64	506
	Standard Hourly Rates	$115.00	$75.00	$65.00	$70.00	$58.00	$88.00	$140.00	$44.00	$45.00	$16.00
	GRAND TOTAL (FEES)	$10,810	$23,325	$10,400	$9,660	$21,344	$5,368	$15,680	$792	$2,880	$8,096
	SUM OF FEES				$108,355.00						
	EXPENSES	Quantity	Unit	Unit Cost	Extension						
	Mileage	2500	Miles	$0.51	$1,275.00						
	Geotechnical	1	LS	$3,250.00	$3,250.00						
	Title Company O&E Report	13	Tracts	$175.00	$2,275.00						
	Printing	1125	Sheets	$1.20	$1,350.00						
	TOTAL EXPENSES				$8,150.00						
	GRAND TOTAL				$116,505.00						

City of Basehor
2012 Operating Budget Preparation Calendar

Date	Scheduling Item
April 30, 2011	City Council Budget Retreat
May 20, 2011	Staff Budget Retreat
May 23, 2011	Budget Forms and General Information Available for Departments via Computer Public "J" Drive
June 13, 2011	DEADLINE: Department Budget Requests Due to Finance Director
June 20, 2011	Council calls for a Special Budget Work Session to take place July 7
Third Week in June	City Administrator Budget Reviews with Departments
July 1, 2011	Receive Assessed Valuation from County Clerk *The County Clerk shall include such assessed valuations in the applicable taxing districts with all other assessed valuations in those taxing districts and on or before **July 1** notify the appropriate officials of each taxing district within the county of the assessed valuation estimates to be utilized in the preparation of budgets for ad valorem tax purposes (K.S.A. 79-5a27).*
July 7	2012 Special Budget Work Session
July 11, 2011	City Council Work Session
July 18, 2011	Regular Meeting: Set Public Hearing Date as August 15, 2011
July 19, 2011	Send *Notice of Public Hearing* to *Basehor Sentinel* *The governing body shall give at least **10 days' notice** of the time and place of the meeting by publication in a weekly or daily newspaper of the county having a general circulation therein (K.S.A. 79-2929).*
August 1, 2011	City Council Work Session
August 15, 2011	Regular Meeting - Conduct Public Hearing: Approve 2012 Proposed Budget *The hearing herein required to be held upon all budgets by all taxing subdivisions or municipalities of the state shall be held **not less than ten (10) days** prior to the date on which they shall certify their annual levies to the county clerk as required by law (K.S.A. 79-2933).*
August 25, 2011	Submit Approved 2012 Budget to Leavenworth County Clerk *Each year the governing body of any city, the trustees of any township, the board of education of any school district and the governing bodies of all other taxing subdivisions shall certify, on or before **August 25**, to the proper county clerk the amount of ad valorem tax to be levied (K.S.A. 79-1801).* *Where action has been taken under any statute to **increase the amount of tax to be levied** authorized by law, a statement showing the increased amount or tax levy rate voted, or a copy of the charter resolution or ordinance making the change, shall be attached to the budget each year the change is in effect (K.S.A. 79-2930).*


WOLF CREEK PARKWAY
(158TH ST. TO 155TH ST.)
JANUARY 28, 2011 CORRESPONDENCE FROM KDOT REQUESTED THE RIGHT-IN/RIGHT-OUT ACCESS TO BE REMOVED AS PART OF THE PROJECT.
ACCESS TO BE REMOVED.
ACCESS TO BE REMOVED.
US 24/40
158TH ST
155TH ST

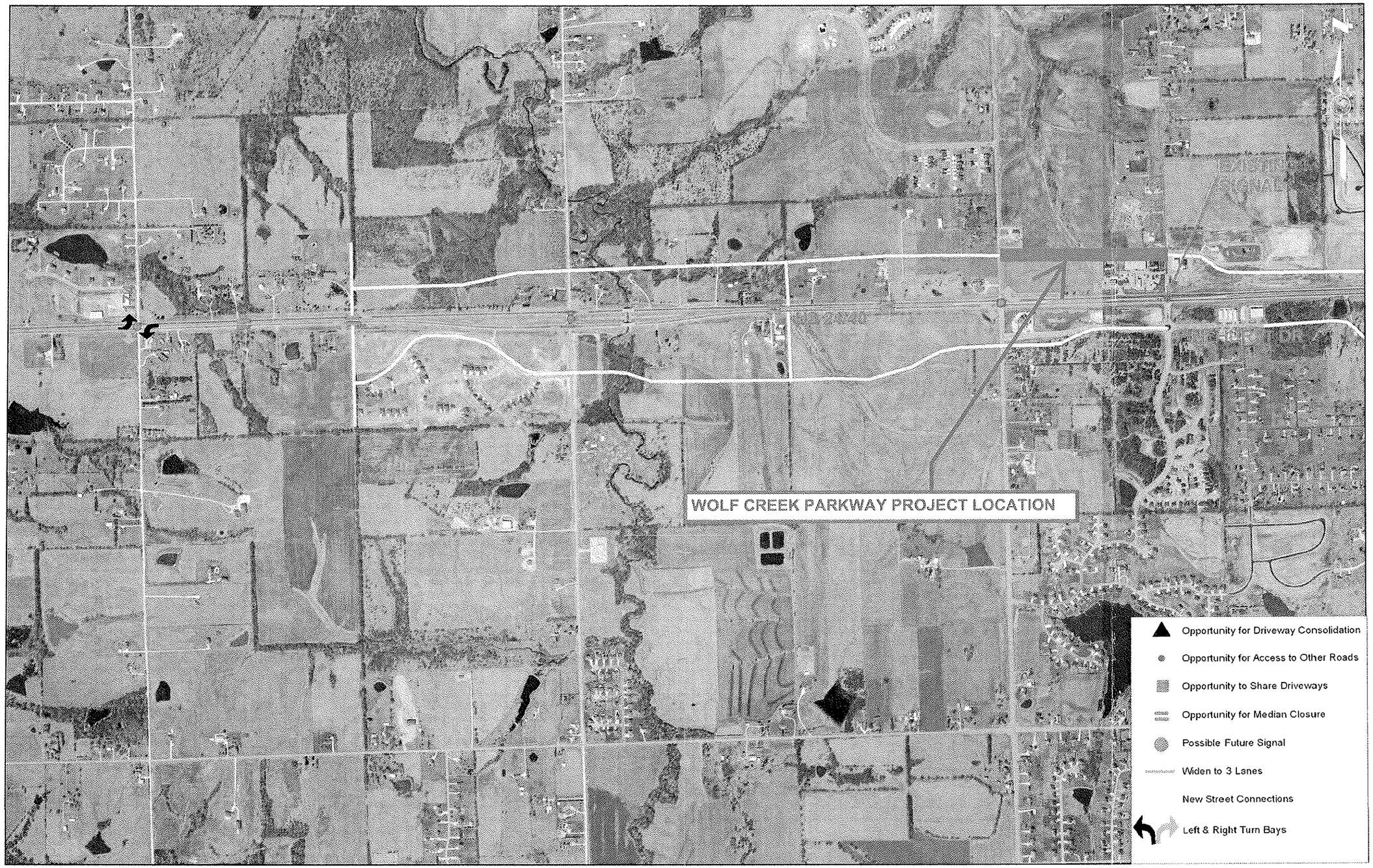



Figure 7-6: Short-Range Traffic & Access Management Opportunities