Agenda

Basehor City Council
Work Session

September 12, 2011 7:00 p.m.
Basehor City Hall

1. Discuss Leavenworth County Sewer District #3 Connection Fee Request
2. Discuss Donahoo Road Improvements
3. Identification of Five Acres Appropriate for Future City Hall
4. Park Paving Project
5. 2012 Corridor Management Request
6. TIGER 3 Grant
7. 150th Street Seeding
8. Executive Session (if needed)

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 1

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

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

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

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

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

Presented by:
John Flower, Leavenworth County Commissioner

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

Committee Recommendation:
N/A

Attachments:
Addendum to Interlocal Agreement
Flower Correspondence

FIRST ADDENDUM TO:

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

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

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

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

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

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

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

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

CITY OF BASEHOR, KANSAS

By: _____
Terry Hill, Mayor

By: _____
Corey Swisher, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick G. Reavey, City Attorney

LEAVENWORTH COUNTY, KANSAS

By: _____

By: _____
County Clerk

APPROVED AS TO FORM:

By: _____
David Van Parys, County Counselor

SD #3

SCANNED
2-27-09
CR

January 9, 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January 9, 2009

FOR THE CITY: _____

SEAL OF THE CITY OF BASEHOR, KANSAS CORPORATE SEAL

ATTEST: _____

FOR THE DISTRICT: _____

ATTEST: _____

Exhibit 1

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

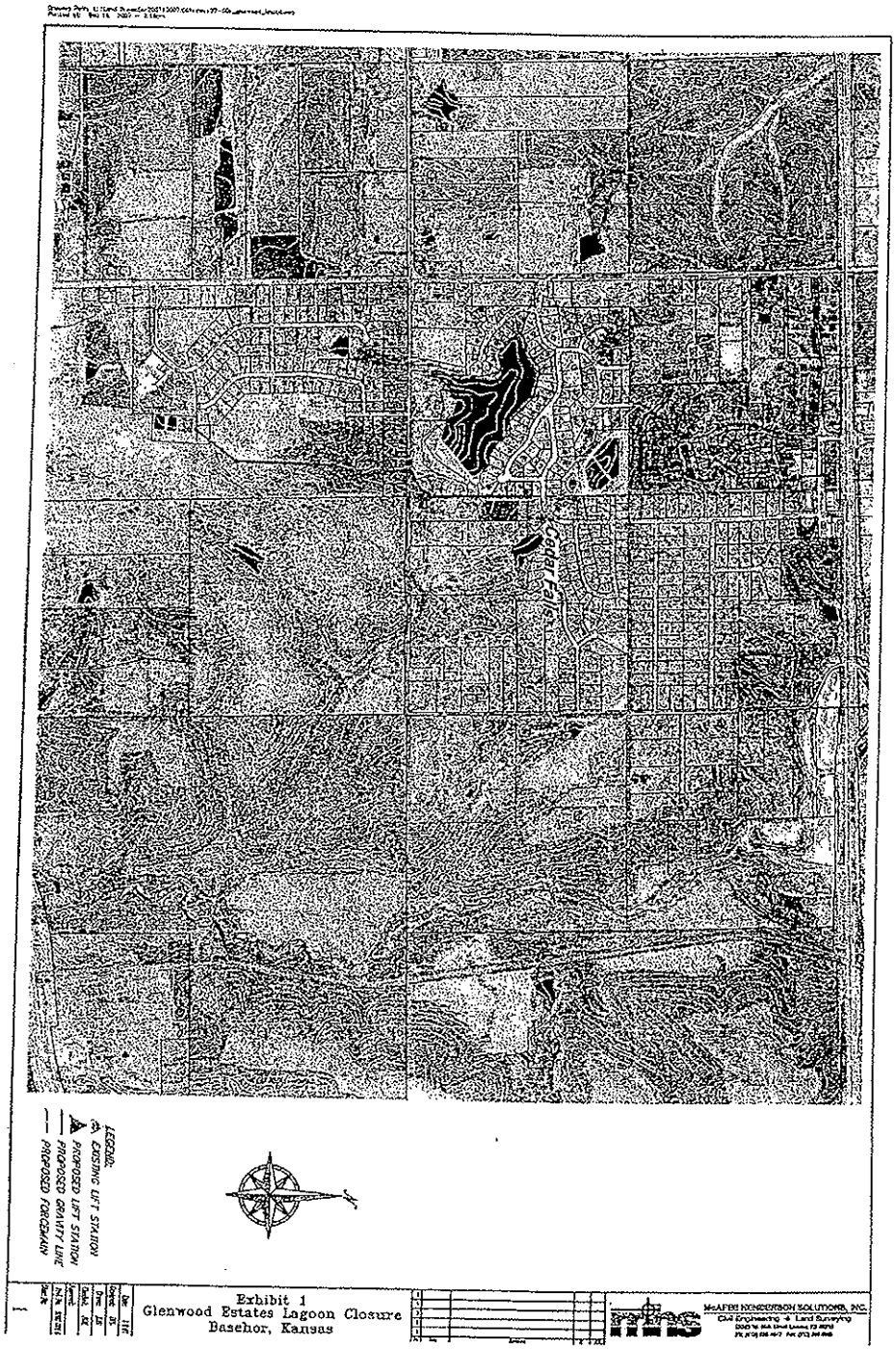

Exhibit #2

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

Project 1 - Glenwood Estates – Sewer District No. 3

Connection Fees (~~97~~ lots @ $4~~575~~ per lot) 91 Lots @ $4425	~~$443,775.00~~ $402,675

Project 2 – Glenwood Ridge Elementary School

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

Project 3 – Middle School

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

Project 4 – Vacant Ground

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

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

Exhibit #3

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

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

Exhibit #4

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

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

Exhibit 5

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

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

Exhibit 6

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

Project 1 – Glenwood Estates

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

Project 2 – Glenwood Ridge Elementary School

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

Project 3– Linwood/Basehor Middle School

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

Project 4 – Vacant Ground

Construction Cost	$0

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

WHAT ARE WE TRYING TO BE ACCOMPLISH?

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

WHAT'S BEING REQUESTED?

Basehor

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

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

School

Continue to commit $200K to reduce the loan amount

County

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

REASON TO SUPPORT SD#3!

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

WHAT'S IN IT FOR BASEHOR?

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

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

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

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

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

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

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

			Year 1	Year 2	Years 3 - 20
KDOT Debt (20 years)		$1,339,720	$ 577	$ 577	$ 577
Easement Loan - 2 years		$97,200	$ 419	$ 419	$ -
		$1,436,920	$ 996	$ 996	$ 577
Basehor Up charge (Pinehurst Lift Station)	Annual per user				
		$ 8,658			
			$ 75	$ -	$ -
Total Debt Assessment	Annual per user		$ 1,071	$ 996	$ 577

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

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 2

Topic:
Donahoo Road Improvements

Action Requested:
Discuss Donahoo Road Improvements.

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

Presented by:
Terry Hill, Mayor

Administration Recommendation:
Discuss Donahoo Road Improvements.

Committee Recommendation:
N/A

Attachments:
Leavenworth County Interlocal Agreement

BOARD ORDER 2001-05

AN ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS SETTING OUT FINDINGS PURSUANT TO THE PROVISIONS OF K.S.A 12-520c REGARDING A PROPOSED ANNEXATION BY THE CITY OF BASEHOR, KANSAS.

NOW ON THIS 27th DAY OF MARCH, 2001, the Board of County Commissioners of Leavenworth County, Kansas, meeting in regular session enters the following findings regarding Resolution 2001-2 of the City of Basehor whereby the City proposes to annex certain lands:

1. That the annexation of the lands set out in Resolution 2001-2 of the City will not hinder or impair the economic development of any City or unincorporated area within Leavenworth County, Kansas.

2. That the City and the County have entered into an agreement pursuant to K.S.A 12-2908 which addresses the responsibility of the City and the County with respect to certain road improvements made necessary by the annexation proposed by the City.

3. That the findings of the Board shall be forwarded to the City.

WHEREFORE IT IS SO ORDERED.

Donald Navinsky, Chairman

Robert L. Adams, Second District

Joe Daniels, Third District

Linda J. Kreer
ATTEST

A CONTRACTUAL AGREEMENT BETWEEN THE CITY OF BASEHOR AND LEAVENWORTH COUNTY PURSUANT TO K.S.A. 12-2908

THIS AGREEMENT made and entered into this 11th day of April, 2001 by and between **THE COUNTY OF LEAVENWORTH, KANSAS**, (hereinafter referred to as "*LV COUNTY*") and **THE CITY OF BASEHOR, KANSAS**(hereinafter referred to as "*Basehor*").

RECITALS:

WHEREAS, Royal Heights, Inc. [Owner of Falcon Lakes Development] has filed a Voluntary Petition with **Basehor** requesting that its property [Falcon Lakes] which is hereinafter described in **Exhibit A** attached hereto and incorporated herein by reference be annexed into the city limits of **Basehor**; and

WHEREAS, Royal Heights, Inc. and **Basehor** have entered into an Annexation Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference; and

WHEREAS, Kansas Statutes pursuant to K.S.A. 12-520(c) require that such an annexation be approved by **LV COUNTY**; and

WHEREAS, this Agreement pursuant to K.S.A. 12-2908 is being entered into for the purpose of improving and maintaining certain roadways; and

WHEREAS, it is to the advantage of **Basehor** and **LV COUNTY** that an agreement be entered into specifying the allocation of specific duties for maintenance and improvement of certain designated roadways; and

WHEREAS, Basehor and **LV COUNTY** have held a public hearing on the approval of the voluntary annexation on the 15th day of March, 2001 and;

WHEREAS, **Basehor** and **LV COUNTY** have agreed that **Basehor** would submit to **LV COUNTY** an Agreement stating the rights and responsibilities of the parties to the land annexed as well as the rights and liabilities of the parties as to the perimeter roadways surrounding the annexed area, namely Hollingsworth Road, Donohoo Road and 147th Street; and

WHEREAS, the parties hereto desire to enter into a Contractual Agreement Between the City of Basehor and Leavenworth County Pursuant to K.S.A. 12-2908 will govern their rights and liabilities to the perimeter roadways.

NOW, THEREFORE, in consideration of the premises, the parties hereto mutually agree as follows:

1. The City of Basehor has entered into an Annexation Agreement with Royal Heights, Inc., a developer, concerning a tract of land known as Falcon Lake Subdivision, described as a 554.21 acre tract of land located in Section 24, Township 10 South, Range 22 East. The legal description of the land annexed did not include any of the right-of-ways adjacent to the annexed tract with regard to the following roadways: Hollingsworth Road, Donohoo Road, and 147th Street. The terms of the Annexation Agreement are incorporated herein by reference.

2. That **LV COUNTY** is willing to approve the annexation of said tract of land upon the condition that the City of Basehor take legal and financial responsibility for the improvement of the three perimeter roadways surrounding the annexed tract, namely: Hollingsworth Road, Donohoo Road, and 147th Street, including access to K-7/U.S Highway 73.

3. That at such time as said roadways are required to be improved, that it will be the financial and legal responsibility of the City of Basehor and not the financial and legal responsibility of **LV COUNTY** for improvement of said perimeter roadways.

4. That until such time as **Basehor** commences improvement of said perimeter roadways, **LV COUNTY** will remain responsible for the maintenance of said roadways, namely: Hollingsworth Road, Donohoo Road, and 147th Street.

5. That **LV COUNTY** does hereby assign any and all rights it may have in its right-of-ways to the City of Basehor and the City of Basehor agrees to take steps subsequent to this proceeding to annex said right-of-ways as provided in K.S.A. 12-520(f).

6. That **LV COUNTY** agrees that it will continue to provide snow removal from said perimeter roadways for a period of five (5) years commencing with the date of this Agreement.

7. In the event that **LV COUNTY** assesses and receives any **LV COUNTY** road improvement fees and/or traffic impact fees from landowners living adjacent to the perimeter roads, **LV COUNTY** agrees to transfer said fees to **Basehor** which shall be retained and utilized by **Basehor** to improve said roadways.

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

CITY OF BASEHOR, KANSAS

By: _____
MAYOR JOHN PFANNENSTIEL

Attest:

MARY ANN MOGLE, City Clerk

LEAVENWORTH COUNTY, KANSAS

By: Donald Navinsky

Attest:

Lynda A. Sheer

n:\basehor\leavcounty.intgovagr\pm

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 3

Topic: Selection of land for future City Hall.

Action Requested: Consider Crossfirst Holdings site preference.

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

Presented by: Mitch Pleak, City Engineer

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

Committee Recommendation:

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

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 8.9.11

Re: Selection of land for future City Hall.

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

Mitch Pleak

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

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

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

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

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

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

Greg any update on this?

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

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

Hope this works for you.

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

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

Mark,

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

Thanks,

Greg

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

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Serving People in Extraordinary Ways

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

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

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

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

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

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 5.31.11

Re: Selection of land for future City Hall.

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

Location A:

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

Location B:

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

Location C:

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

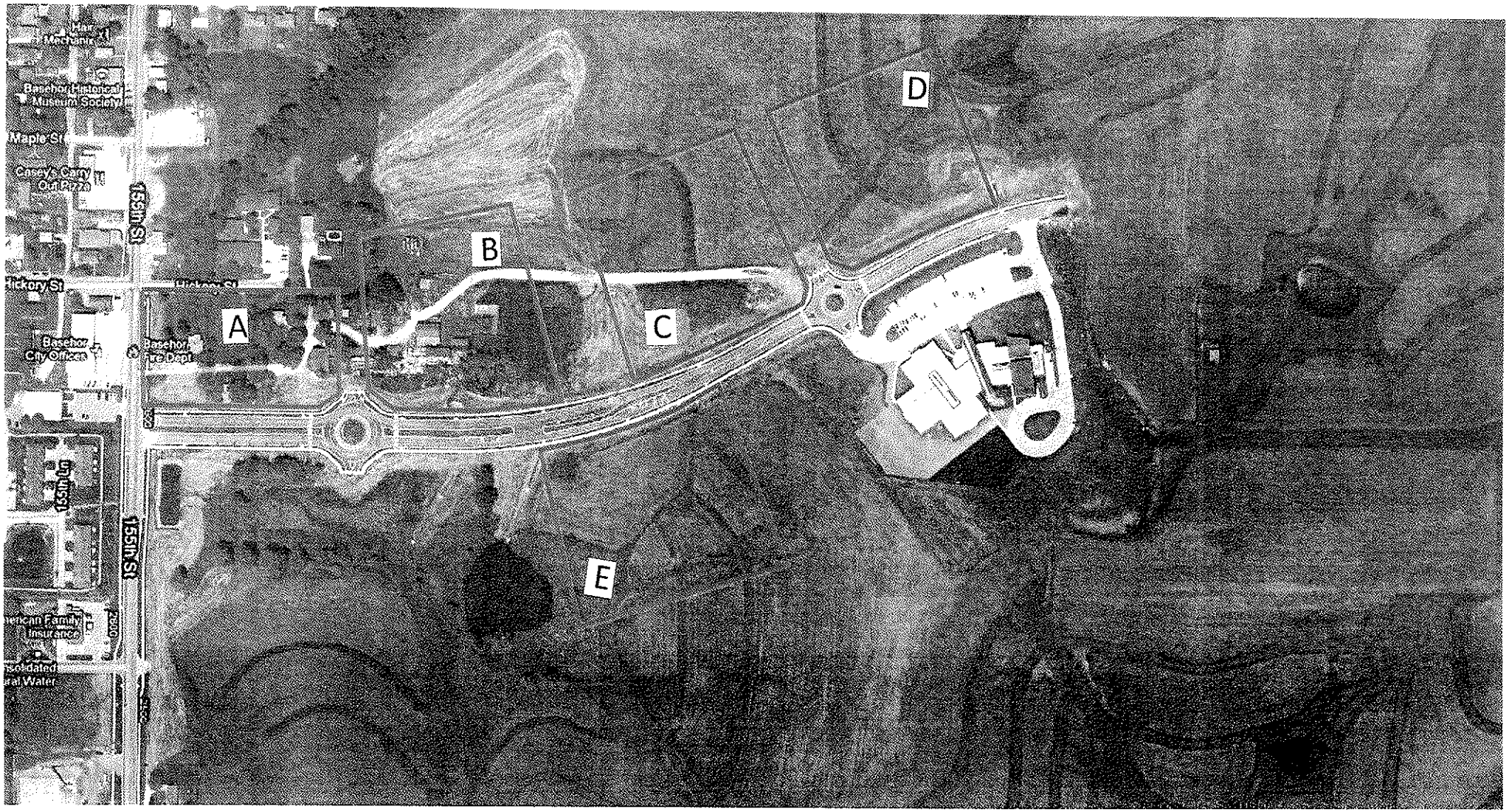
Location D:

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

Location E:

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

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


A
B
C
D
E
155th St
Maple St
Hickory St
Casey's Carry Out Pizza
Basehor City Offices
Basehor Fire Dept.
Basehor Historical Museum Society
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 E 1879 MTC 2421 E 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

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 4

Topic: City Park Paving.

Action Requested: Consider payment of $38,780.19 to O'Donnell and Sons Construction for the City Park paving.

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

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:
Staff recommends the payment of $38,780.19 to O'Donnell and Sons Construction.

Committee Recommendation:

Attachments:
8.9.11 Memo (1 page)
Invoice (1 page)
5.2.11 Correspondence (1 page)
5.19.11 Meeting Minutes (1 page)
Layout (1 page)
Bid Sheet – 2011 Pavement Management Project (1 page)
Special Park & Rec Fund – 2011 Budget (1 page)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 8.9.11

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

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

O'DONNELL & SONS CONSTRUCTION

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

•INVOICE•
11017-2

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

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

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

THANK YOU FOR YOUR BUSINESS!

Payment Due Upon Receipt

Work Completed to Date $ 38,780.19

TOTAL THIS INVOICE **$ 38,780.19**

Mitch Pleak

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

Mitch,

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

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

Let me know if you have any questions or concerns.

Mark
O'Donnell & Sons Const

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

1. Roll Call

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

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

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

3. Adjournment

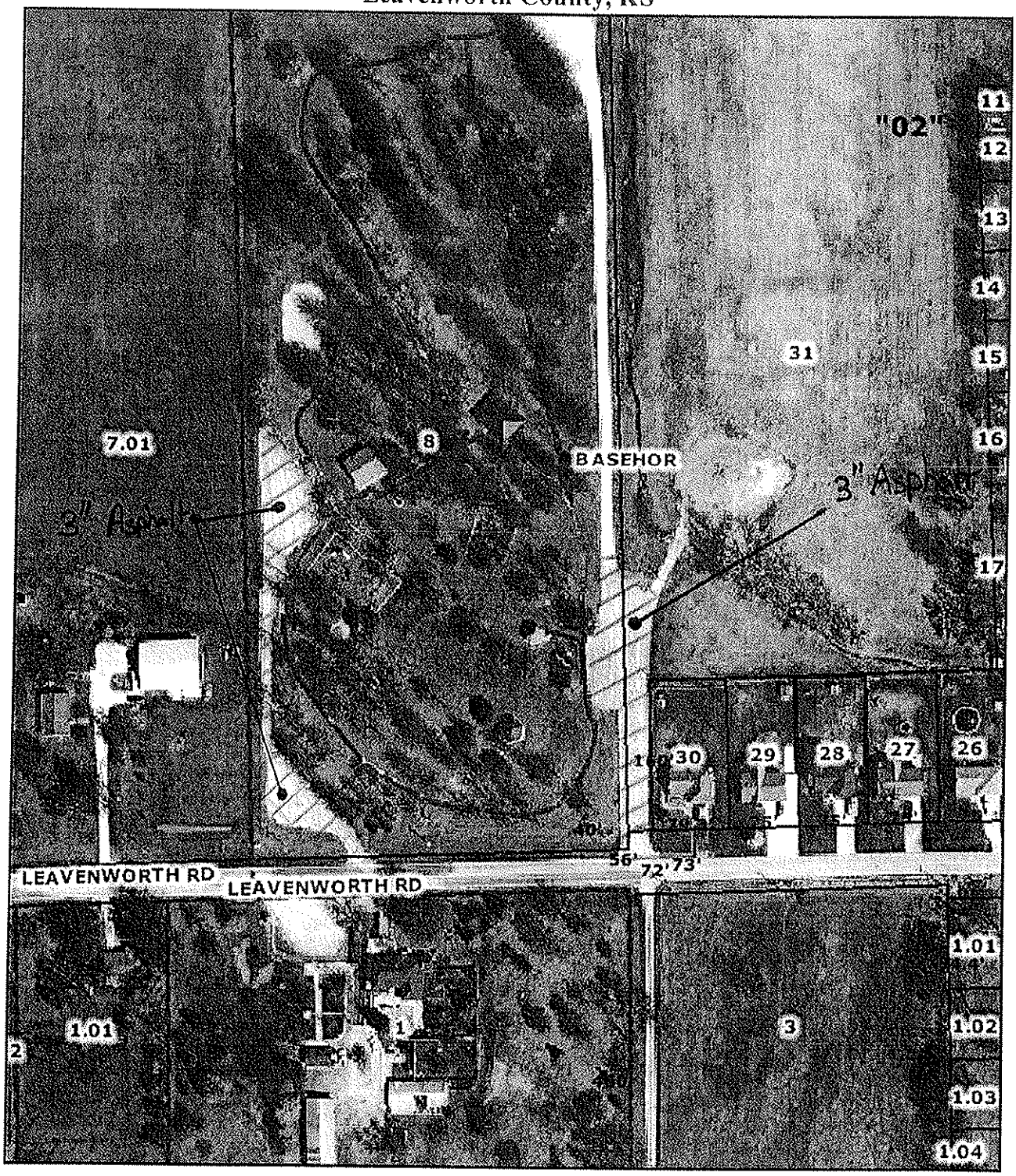
Box moved to adjourn at approximately 2:10 p.m. with Mertz seconding. The motion passed unanimously, 5-0.

_____
Terry Hill, Mayor

Attest:

_____
Corey Swisher, City Clerk

Leavenworth County, KS



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

Map Scale
1 inch = 152 feet

Bid Sheet

Item	Item Description	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1	$750.00	$750.00
2	Traffic Control	LS	1	750.00	750.00
3	Milling (2" Full Width) (Estimated)	SY	200	1.45	290.00
4	Milling (4" Full Width)	SY	176	2.50	440.00
5	Edge Milling (2" for 6')	SY	8,404	1.20	10084.80
6	Milling (Headers)	LF	158	1.55	244.90
7	Asphalt Fabric (Mirafi Mirapave 500, or equal) (Estimated)	SY	800	2.10	1,680.00
8	Surface Course HMA Commercial Grade (Class A) (2")	SY	16,586	6.55	108,638.80
9	6" KDOT Grade 3.0 (AE) Reinforced Concrete Pavement for Utility Crossing Repairs	SY	80	27.00	2,160.00
10	Removal & Repair Full Depth Asphalt & Subgrade Compaction (Estimated)	SY	200	9.75	1950.00
11	Curb Removal & Replacement	LF	879	26.00	22,854.00

Total Bid	$149842.00

SPECIAL PARK & REC FUND

ACCOUNT: 04-000

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

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

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 5

Topic: 2012 Corridor Management Construction Project Program

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

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

Staff is requesting direction from the City Council on the interest in submitting an application and a project. Per the Capital Improvement Plan for 2012, one project would meet the application requirements. The project is 155th Street from US 24/40 and north.

Staff has spoken with KDOT concerning 155th Street and the subject application. KDOT has clarified the Corridor to include 155th Street from US 24/40 to Wolf Creek Parkway. 155th Street north of Wolf Creek Parkway is not eligible for Corridor funds.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:
Staff recommends on submitting an application for 155th Street from US 24/40 to Wolf Creek Parkway.

Committee Recommendation:

Attachments:
8.31.11 Memo (1 page)
8.31.11 KDOT Letter (1 page)
2012 Capital Improvement Plan (1 page)
Application (5 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 8.31.11

Re: 2012 Corridor Management Construction Project Program

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

Staff is requesting direction from the City Council on the interest in submitting an application and a project. Per the Capital Improvement Plan for 2012, one project would meet the application requirements. The project is 155th Street from US 24/40 and north.

Staff has spoken with KDOT concerning 155th Street and the subject application. KDOT has clarified the Corridor to include 155th Street from US 24/40 to Wolf Creek Parkway. 155th Street north of Wolf Creek Parkway is not eligible for Corridor funds.

Staff does recommend submitting an application for 155th Street from US 24/40 to Wolf Creek Parkway.

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

Kansas
Department of Transportation
Bureau of Transportation Planning

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

August 31, 2011

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

Dear Mr. Pleak,

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

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

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

Sincerely,

Jessica Upchurch, P.E.
Access Management Engineer

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

Capital Improvement Plan

Capital Improvement Plan

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

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

SEWER

								$ -				$ -
								$ -				$ -

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

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

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

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

Total of Projects in Queue	$ 26,610,604

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

Kansas
Department of Transportation
Bureau of Transportation Planning

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

August 1, 2011

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

Dear Ms. Angie Solberg,

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

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

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

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

Sincerely,

Jessica Upchurch

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

Enclosure

Kansas
Department of Transportation

Corridor Management Construction Project Application Instructions August 2011

T WORKS
Jobs ■ Safety ■ Economic Development

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

ELIGIBILITY

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

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

PARTICIPATION

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

FUNDING METHOD

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

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

SUPPLEMENTAL NARRATIVE

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

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

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

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

APPLICATION

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

"CM Construction Application FY 2014"

PROJECT SELECTION

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

CONTACT PERSON

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

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

Kansas
Department of Transportation

CORRIDOR MANAGEMENT CONSTRUCTION PROJECT

Fiscal Year 2014
Submittal Date: November 1, 2011

T WORKS
Jobs + Safety + Economic Development

1. General Applicant Information

a. Local Public Authority: _____

b. Primary Contact Person: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

c. Secondary Contact Person: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

2. Project Location and Description

a. Project Location: _____

_____

_____

b. Project Length: _____

c. Project Scope: _____

_____

_____

_____

_____

3. **Estimated Cost of the Project**

a. Construction: _____

b. Preliminary Engineering (PE): _____

c. Construction Engineering (CE): _____

d. Right of Way Acquisition: _____

e. Utility Relocation: _____

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

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

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

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

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

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic: 2011 Appropriations Act – TIGER III

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

Narrative:
In June of 2011, the Federal Government has added a third Transportation Investment Generating Economic Recovery (TIGER) request for projects. Eligible applicants include states, local governments, transit agencies or collaboration among such entities. The City may submit three (3) applications for the grant. Eligible projects include, but are not limited to: Highway or bridge projects, public transportation projects, passenger and freight rail transportation projects, and port infrastructure investments. There is a $10 million minimum for projects in urban areas and a $1 million minimum for projects in rural areas. There is a required match of 20%. Department of Transportation does have waiver authority, but only for those projects in rural areas. The City of Basehor is considered a rural area according to the 2000 Census Bureau. Pre-applications are due on October 3rd, 2011 and final applications are due by October 31st, 2011.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:
Staff recommends on submitting three (3) applications to the TIGER III grant associated with the 2012 Capital Improvements.

Committee Recommendation:

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

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 8.15.11

Re: 2011 Appropriations Act – TIGER III

In June of 2011, the Federal Government has added a third Transportation Investment Generating Economic Recovery (TIGER) request for projects. Eligible applicants include states, local governments, transit agencies or collaboration among such entities. The City may submit three (3) applications for the grant. Eligible projects include, but are not limited to: Highway or bridge projects, public transportation projects, passenger and freight rail transportation projects, and port infrastructure investments. There is a $10 million minimum for projects in urban areas and a $1 million minimum for projects in rural areas. There is a required match of 20%. Department of Transportation does have waiver authority, but only for those projects in rural areas. The City of Basehor is considered a rural area according to the 2000 Census Bureau. Pre-applications are due on October 3rd, 2011 and final applications are due by October 31st, 2011.

Staff is requesting direction from the City Council on the interest in submitting an application and three (3) projects. Staff recommends selecting three (3) projects from the 2011 Capital Improvements Program.

A total of two (2) projects have been selected in the State of Kansas under TIGER I and II applications.

2011 Appropriations Act or TIGER III Fact Sheet

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

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

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

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

Eligible projects include, but are not limited to:

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

Size of grant:

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

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

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

Timeline:

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

Interesting Facts:

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

Capital Improvement Plan

Capital Improvement Plan

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

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

SEWER

								$ -				$ -
								$ -				$ -

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

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

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

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

Total of Projects in Queue	$ 26,610,604

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 7

Topic: 150th Street Seeding

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

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

Four (4) contractors have submitted proposals to include seeding, topsoil, and fertilizer. One (1) contractor has submitted a watering proposal. Staff is awaiting a second watering proposal.

A Few Options

1. Do nothing. Staff does not recommend.
2. Reseed the project without providing water for the new seed. Property owners will be notified of the seeding date and their responsibility to water.
3. Reseed the project and provide watering. The watering may have a potential cost of $19,500.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:
Staff recommends Jerry Otting's proposal. Property owners will be notified of the seeding date and their responsibility to water.

Committee Recommendation:

Attachments:
9.2.11 Memo (1 page)
Proposals (4 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 9.2.11

Re: 150th Street Seeding

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

Staff has requested proposals for reseeding and watering. One contractor has submitted a proposal for watering at a cost of $650.00 per watering. Staff is awaiting a second watering proposal from Green Acres. Newly seeded areas should receive water on a daily basis for thirty (30) days. If the seeded areas do not receive rainfall, the potential cost for watering could be close to $19,500.

Jerry Otting's proposal of $1,920.00 for seeding, topsoil, and fertilizer has the lowest cost. Watering between rainfalls would have to be completed by each property owner.

Some Options

1. Do nothing. Staff does not recommend.
2. Reseed the project without providing water for the new seed. Property owners will be notified of the seeding date and their responsibility to water.
3. Reseed the project and provide watering. The watering may have a potential cost of $19,500.

Staff is requesting Council direction on how to proceed.

CITY OF RESIDENCE

Bid for overseeding on 150th St Basen

2 loads dirt
600 lb seed turf
500 lb fertelizer
Labor

Total $1920.00

Jerry Otting

GREEN ACRES
LAWN & LANDSCAPE

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

Estimate

City of Basehor
2620 N 155th
Basehor KS 66007

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

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

Terms: Due Upon Receipt

Item	Quantity	Unit	Amount
Price to seed an estimated 2 acres	2.00	AC.	$2,400.00
Price to add topsoil to low areas. Estimating 6 yds @ $100 per yd installed	6.00	cuyd	$600.00
		Subtotal	$3,000.00
Seeding rate will be 430 lbs per acre of a turf type tall fescue.		**Total Before Tax**	**$3,000.00**
		Estimate Total	**$3,000.00**

TLC LAWN CARE, INC.

19600 W. 159th Street • Olathe, KS 66062
Phone (913) 780-5296 • Fax (913) 780-2155

CELEBRATING 25 Years

August 26, 2011

Business Name: City of Basehor

Project Name: City of Basehor: Attention Mitch Peak P. E. City Engineer

Total Project: $4,990.00 tax included

Scope: Verticut and seeding bare areas shown on Blueprint, add topsoil as needed.

Incorporation/Insurance: TLC Lawn Care, Inc. is fully incorporated under the Kansas statutes and as such has acquired the appropriate Workman's Compensation and Property and Liability Insurance.

Guarantee: TLC Lawn Care, Inc. warranties the work to be done as stated above. We are not responsible for lack of care, "acts of God", theft, vandalism or damage caused by chemicals, rodents, etc, LACK OF WATER. TLC will provide watering instructions for each homeowner.

If legal action is required for collection, the property owner will be responsible for liens and/or attorney fees. Please sign and return the contract if accepted. ***Thank you!***

Signed By: _____ TLC Lawn Care

Date Accepted: _____ By: Dan Becker

Member of the Better Business Bureau

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

Proposal

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

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