



AGENDA
BASEHOR CITY COUNCIL
MARCH 19, 2012 7:00 p.m.
Basehor City Hall

1. Roll Call and Pledge of Allegiance led by Interim City Administrator Lloyd Martley
2. Elect City Council President
3. Swearing in of Mayor
4. Mayoral Appointment of Council Member
5. Swearing in of Council Member
6. Mayoral Appointment of Council Member
7. Swearing in of Council Member

8. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
 - a. Approve 02.27.12 City Council Meeting Minutes
 - b. Approve Treasurer's Report
 - c. Property/Liability Insurance Renewal

9. Call to Public

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

10. Unfinished Business - (None at this time)

New Business

11. Consider Kansas Department of Transportation – Agreement No. 255-11 and Supplemental Agreement to Agreement No. 92-11
12. Consider 2011 Kansas Department of Transportation Applications for Corridor Management Construction Projects
13. City Administrator's Report
14. Mayor's Report
15. Council Members Report
16. Executive Session *(if needed)*
17. Adjournment

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



Basehor City Council Meeting Minutes Basehor City Hall, February 27, 2012

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

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

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

Staff Present: Interim City Administrator/Police Chief, Lloyd Martley, City Superintendent, Gene Myracle, Mitch Pleak, City Engineer and City Clerk/Finance Director, Corey Swisher.

2. Consent Agenda

- a. January 16, 2012 City Council Minutes
- b. Treasurer's Report

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

3. Call to Public

Gib Buckingham provided the City Council with a petition (107 signatures) stating opposition to the proposed South Side Village Apartments.

Jim Washington spoke in opposition to Agenda Items 5 and 6.

Wayne Brunner encouraged Council to maintain existing sewer connection fees for the Country Place living proposal.

South Side Village Apartments developer representative, Mark Breuer informed Council the developer wished to withdraw a request for support.

4. Unfinished Business

There was none.

New Business

5. Consider South Side Village Apartments Request For Support

The applicant withdrew the request.

6. Consider Country Place Living Sewer Connection Fee Variance Request

Mertz moved to deny the request with Dysart seconding. The motion passed unanimously, 5-0.

7. City Administrator's Report

There was none.

8. Mayor's Report

There was none.

9. Council Members Report

There was none.

10. Executive Session

There was none.

11. Adjournment

Miles moved adjourn at approximately, 8:27 p.m. with Mertz seconding. The motion passed unanimously, 5-0.

Terry Hill, Mayor

Attest:

Corey Swisher, City Clerk



The City of Basehor

Date: March 13, 2012

To: Basehor City Council

From: Corey Swisher, City Clerk/Finance Director

Re: February 2012, Treasurer's Report

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending February 28, 2012.



SEWER FUND HIGHLIGHTS

For the Month of February 2012

MONTH	2011 SWR COUNT	2012 SWR COUNT	% DIFFERENCE
January	1679	1789	6.15%
February	1676	1792	6.47%
March	1679		
April	1774		
May	1781		
June	1779		
July	1778		
August	1781		
September	1774		
October	1777		
November	1770		
December	1776		
AVERAGE	1752	1791	

MONTH	2011 SWR BILLED	2012 SWR BILLED	% DIFFERENCE
January	\$80,781.73	\$89,188.63	10.41%
February	\$80,627.21	\$89,662.48	11.21%
March	\$80,471.02		
April	\$80,010.76		
May	\$90,216.49		
June	\$89,998.38		
July	\$89,284.06		
August	\$90,683.38		
September	\$91,270.81		
October	\$91,521.37		
November	\$86,644.10		
December	\$86,654.61		
TOTAL	\$1,038,163.92	\$178,851.11	10.81%

MONTH	2011 AVERAGE SWR BILL	2012 AVERAGE SWR BILL	% DIFFERENCE
January	\$48.11	\$49.85	3.61%
February	\$48.11	\$50.03	4.00%
March	\$47.93		
April	\$45.10		
May	\$50.65		
June	\$50.59		
July	\$50.22		
August	\$50.92		
September	\$51.45		
October	\$51.50		
November	\$48.95		
December	\$48.79		
AVERAGE	\$49.36	\$49.94	



SOLID WASTE FUND HIGHLIGHTS

For the Month of February 2012

MONTH	2011 SOLID WASTE COUNT	2012 SOLID WASTE COUNT	% DIFFERENCE
January	1,639	1,653	0.85%
February	1,635	1,655	1.21%
March	1,633		
April	1,638		
May	1,639		
June	1,642		
July	1,639		
August	1,639		
September	1,645		
October	1,647		
November	1633		
December	1639		
AVERAGE	1,639	1,654	

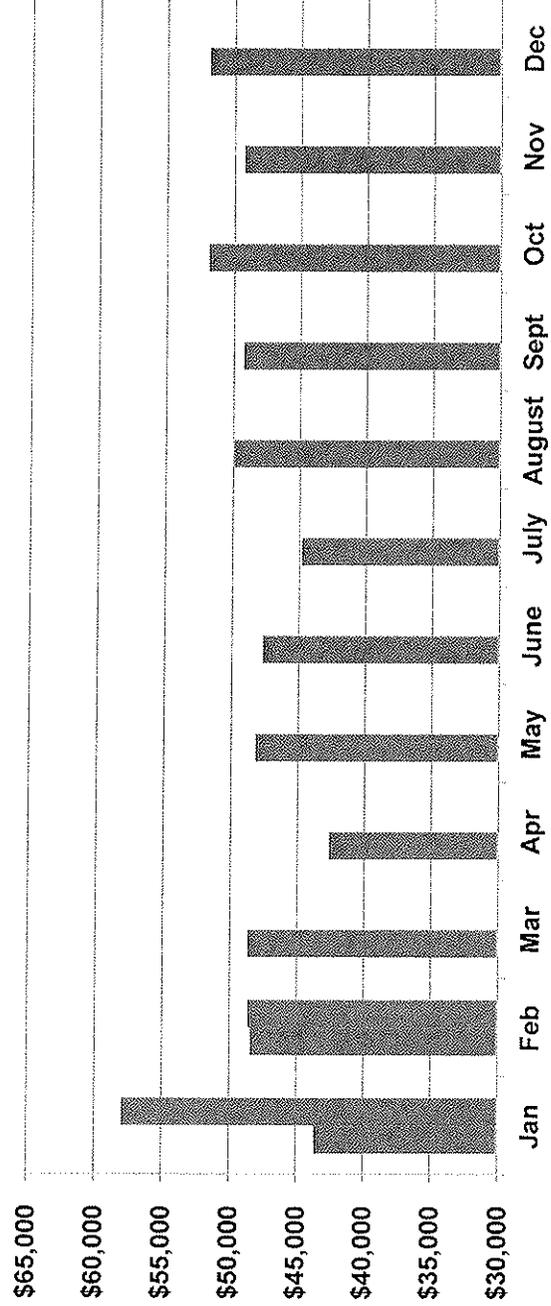
MONTH	2011 SOLID WASTE BILLED	2012 SOLID WASTE BILLED	% DIFFERENCE
January	\$16,413.01	\$23,276.77	29.49%
February	\$23,010.32	\$23,320.00	1.33%
March	\$22,959.12		
April	\$23,033.99		
May	\$23,040.15		
June	\$23,065.60		
July	\$23,017.69		
August	\$23,030.35		
September	\$23,112.81		
October	\$23,166.10		
November	\$23,016.61		
December	\$14,899.96		
TOTAL	\$261,765.71	\$46,596.77	

MONTH	2011 AVERAGE BILL	2012 AVERAGE BILL	% DIFFERENCE
January	\$10.01	\$14.08	28.91%
February	\$14.07	\$14.09	0.14%
March	\$14.06		
April	\$14.06		
May	\$14.06		
June	\$14.05		
July	\$14.04		
August	\$14.05		
September	\$14.05		
October	\$14.07		
November	\$14.09		
December	\$14.06		
AVERAGE	\$13.72	\$14.09	

ACTUAL SALES TAX COLLECTIONS 2008-2012

	2008	2009	2010	2011	2012	Monthly Diff. '11 - '12	% Difference	2011 YTD	2012 YTD	Diff. '11 - '12	% Difference
Jan	43,516.85	43,726.32	44,933.16	43,677.78	57,962.61	14,284.83	32.7%	43,677.78	57,962.61	14,284.83	32.7%
Feb	46,544.07	49,937.92	59,338.25	48,453.55	48,668.43	214.88	0.4%	92,131.33	106,631.04	14,499.71	15.7%
Mar	46,125.81	59,417.29	44,064.14	48,692.52							
Apr	41,298.70	41,900.26	46,686.51	42,633.11							
May	44,634.80	41,070.02	47,865.00	48,186.99							
June	52,647.16	43,320.60	48,059.05	47,682.94							
July	47,720.81	46,612.85	43,151.43	44,834.43							
Aug	47,209.53	50,284.61	52,935.19	49,903.11							
Sept	50,855.51	52,550.48	52,062.71	49,250.84							
Oct	48,068.36	52,382.92	47,483.47	51,883.08							
Nov	43,264.92	47,111.87	44,789.92	49,270.35							
Dec	43,884.31	56,073.14	46,693.70	51,874.96							
	555,770.83	584,388.28	578,062.53	576,343.66	106,631.04		135,809.11	164,593.65	28,784.54		

2011-12 Month to Month Comparison



CITY OF BASEHOR

FEBRUARY 2012 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$1,867,561	\$668,525	\$217,578	12%
Special Park	\$25,000	\$633	\$0	0%
Sewer	\$1,379,625	\$280,367	\$26,080	2%
Cedar Lake Maintenance	\$40,000	\$15,507	\$0	0%
Bond & Interest	\$702,234	\$485,600	\$86,673	12%
Solid Waste	\$280,897	\$48,723	\$0	0%
Special Highway	\$715,000	\$91,068	\$34,828	5%
Municipal Equipment Reserve	\$8,840	\$86	\$7,615	86%
Capitl Improvement	\$0	\$0	\$0	100%
Employee Benefit	\$489,630	\$238,998	\$73,990	15%
LCSD#3	\$33,000	\$20,556	\$0	0%

Department

General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	\$306,950	\$40,130	\$266,820	13%
Street	\$183,100	\$29,668	\$153,432	16%
Governing Body	\$44,614	\$7,259	\$37,355	16%
Police	\$771,650	\$100,222	\$671,428	13%
Facilities	\$131,775	\$9,113	\$122,662	7%
Administrator	\$141,600	\$6,340	\$135,260	4%
Park & Recreation	\$32,955	\$0	\$32,955	0%
Miscellaneous	\$85,518	\$3,997	\$81,521	5%
HR	\$16,000	\$2,776	\$13,224	17%
Planning	\$153,400	\$18,134	\$135,266	12%

City of Basehor
Agenda Item Cover Sheet

Consent Item

Date: March 13, 2012

To: Basehor City Council
Lloyd Martley, Interim City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: 2012-13 Property/Liability Insurance Renewal

Background:

The City's current property insurance will expire on March 31, 2012. The City's current insurance broker, Reilly & Son's through EMC Underwriters have provided a renewal quote for the time frame of April 1, 2012 through March 31, 2013.

Premium:	2010/11	2011/12	2012/13
	\$50,816	\$44,652	\$49,912

The year to year increase was primarily due to the addition of sewer collection system infrastructure. In 2011, the City engaged Lockton Companies, the world's largest, privately owned, independent insurance broker, to review the City's insurance coverage. Lockton verified the City was receiving thorough and sufficient coverage for a good value. EMC continues to maintain very competitive rates and staff has been very pleased with their customer service.

Staff Recommendation:

Approve Renewal.

Attachments:

Insurance Renewal Quote Package.

**City of Basehor, Kansas
PO Box 406
Basehor, KS 66007**

Policy term

April 1, 2012

to

April 1, 2013

ACCOUNT SERVICING TEAM

No matter how comprehensive or price competitive your insurance program is, it's still people who service it to ensure that the coverage will respond when it's needed. We feel our people are our greatest asset - courteous professionals who know that you expect and deserve the very best.

These are the people who will be handling your account:

J.R. REILLY	AGENT	jr.reilly@reillyinsurance.com
CYNDI FRY	ACCOUNT MANAGER	cyndi.fry@reillyinsurance.com
TAMMY WAGNER	CLAIMS	tammy.wagner@reillyinsurance.com

The Reilly Company
Leavenworth Office: 608 Delaware, Leavenworth, KS 66048
Phone: 913-682-1234; FAX: 913-682-8136
Kansas City Office: 11225 College Blvd., Ste 210, Overland Park KS
Phone: 913-708-8700; FAX: 913-708-8880

This presentation is designed to give you an overview of the insurance coverages we recommend for your company. It is intended only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

COMMERCIAL PROPERTY COVERAGE

Named Insured: City of Basehor
 Company Name: EMC Underwriters, Inc. (rated A+ by A.M.Best)
 Policy Term: 04/01/2012 to 04/01/2013

Cause of Loss: Special Form including Breakdown & Earthquake
 Deductible: \$5,000/10% on Earthquake
 Valuation: Replacement Cost w/Agreed Value

Blanket Building Limit: \$ 8,645,286
Blanket Personal Property \$ 249,000
Blanket Property in Open \$ 1,258,626
\$ 10,152,912

<u>Location</u>	<u>Coverage</u>	<u>Limits</u>
1) 2620 N. 155 th Street Basehor (City Hall)	Building Contents	\$ 486,081 112,000
2) N.155 th St. & State Ave. Basehor	Welcome-Sign-Metal Property in Open	\$ 3,277
3) N. 142 nd St. & Parallel Basehor	Welcome Sign-Metal Property in Open	\$ 3,277
4) 15940 Leavenworth Rd. Basehor	Gazebo, Environmental Classroom/Playground, Picnic tables & grills Property in Open	\$ 76,531
5) 2300 N. 158 th St. Basehor	Building Contents Wastewater Treatment/Fence, Flood Lights, Control Panels, Holding Tank & Pumps (This building was increased 13% from expiring limit of \$7,000,000)	\$ 7,939,436 50,000
6) 2300 N. 158 th , Basehor Smith Loveless #SN16-47292	Lift Station Prop in Open	\$ 121,200

	<u>Location</u>	<u>Coverage</u>	<u>Limits</u>
7)	1512 N. 155 th Basehor # USEMCO5594	Lift Station Property in Open	\$ 12,016
8)	2442 Crestwood St. Basehor #FLYGT93801	Lift Station Property in Open	\$ 12,016
9)	575 N. 155 th St. Basehor #FX-01151-P	Lift Station Property in Open	\$ 36,360
10)	16575 State Ave. Basehor #1608251N	Lift Station Property in Open	\$ 34,954
11)	15940 Leavenworth Basehor	Shelter House Property in Open	\$ 12,016
12)	15940 Leavenworth Basehor	Restrooms Building	\$ 32,769
13)	1312 N. 150 th St. Basehor #FX-01067	Lift Station Property in Open	\$ 18,570
14)	20005 163 rd St Basehor #00-504-SJP	Lift Station Property in Open	\$ 120,155
15)	14310 Donahoo Rd. Basehor #11-07195V	Lift Station Property in Open	\$ 120,155
16)	15120 State Ave. Basehor #FX-01096-V	Lift Station Property In Open	\$ 21,300
17)	22539 141 st Terrace Basehor #FX-01199-P	Lift Station Property in Open	\$ 20,754

<u>Location</u>	<u>Coverage</u>	<u>Limits</u>
18) 18236 153 rd St. Basehor #16-08029-S	Lift Station Property in Open	\$ 16,385
19) 16300 Garden Parking Basehor Fox Ridge Station #16-08187N	Lift Station Property in Open	\$ 20,200
20) 19155 166 th St. Basehor Hidden Ridge, #28-00251K	Lift Station Property in Open	\$ 36,360
21) 2301 N. 158 Basehor Town Center, #16-08601-00F	Lift Station Property in Open	\$ 40,400
22) 14333 Fairmont Road Basehor Field Of Dreams	Building/Office Contents/Office Building/Equipment Garage Contents/Equipment Garage Building/Concession Contents/Concession Building/Ticket Booth Contents/Ticket Booth Building/Parking Booth Contents/Parking Booth Property in Open/Fences Property in Open/Lights Property in Open/Bleachers Property in Open/Water Fountain Property in Open/Scoreboards	\$ 70,000 \$ 50,000 \$ 40,000 \$ 15,000 \$ 70,000 \$ 20,000 \$ 4,000 \$ 1,000 \$ 3,000 \$ 1,000 \$ 232,000 \$ 120,000 \$ 19,200 \$ 8,500 \$ 45,000
23) 2712 N. 158 th St. Hickory Valley Subdivision #16-4729-Z	Lift Station Property in Open	\$ 18,000
24) 15458 Evans Road Sewer Dist #3 #16-08758-P	Lift Station Property in Open	\$ 45,000

<u>Location</u>	<u>Coverage</u>	<u>Limits</u>
25) 15930 Conley Road BL Elementary School #16-08589-00-S	Lift Station Property in Open	\$ 45,000

Key Exclusions: Flood and Losses due to Virus/Bacteria

Automatic Coverage Extensions

Debris Removal 25%+	\$ 50,000
Pollutant Clean Up and Removal	\$ 25,000
Personal Effects of Others	\$ 10,000
Valuable Papers & Records Cost of Research	\$ 100,000
Property Off-Premises & In Transit	\$ 50,000
Outdoor Property (named Perils only) Tree, Shrub or Plant (\$250)	\$ 25,000
Business Income w/Extra Expense	\$ 500,000
Water Damage (sewer back-up)	\$ 100,000
Accounts Receivable	\$ 100,000
Fine Arts	\$ 50,000
Money & Securities – Each Occurrence	\$ 10,000
Ordinance or Law included in Building Limit	Included
Equipment Breakdown Protection	Included

Special Property Exclusion Endorsement:

In consideration for premium charged, it is hereby understood and agreed that unless property or locations are scheduled, coverage is excluded for transmission lines, traffic control lights, street lights and poles, street signs, fire hydrants, parking meters, recreational area lighting and equipment, picnic tables, park restrooms and shelter houses, and stadium or bleachers.

EQUIPMENT FLOATER

Named Insured: City of Basehor
 Company Name: EMC Underwriters, Inc. (rated A+ by A.M.Best)
 Policy Term: 04/01/2012 to 04/01/2013

Cause of Loss: Special Form subject to policy exclusions
 Valuation: Actual Cash Value with 80% Coinsurance
 Deductibles: \$ 500 Scheduled Equipment – Per Occurrence
 \$ 500 Unscheduled Equipment - Per Occurrence
 \$ 500 Employee Tools
 \$ 500 Leased or Rented from Others
 \$ 250 Radios
 \$ 500/1000 Computer Coverage

<u>Limits</u>	<u>Coverage Description</u>
\$ 110,463	Scheduled Equipment
\$ 77,040	Scheduled Handheld/Mobile Radios
\$ 50,000	Unscheduled Equipment (Maximum any one item \$2,500)
\$ 5,000	Employee Tools
\$ 25,000	Leased or Rented from Others (Maximum any one item \$1,000)
\$ 50,000	Computer Hardware – Replacement Cost
\$ 50,000	Computer Software – Replacement Cost
\$ 7,500	Computer – Extra Expense
\$ 5,000	Off-Site Computers

SCHEDULED EQUIPMENT

Item #	Equipment Description	ID/Serial Number	Value
001	1997 Case Unloader & Attachments	Mod. #1845C	\$ 17,500
002	1006 Generator Model 20DS60	TO FOLLOW	\$ 16,000
003	11 Ft. Lawton Snow Plow	M-RO-1044	\$ 3,500
004	10 Ft. Henderson Salt/Sand Spreader	5P262	\$ 3,500
005	John Deere 997 72inch N 997 ZTRAK	DM9975C020420	\$ 7,000
006	9 Ft. Henderson Salt/Sand Spreader	FSP 9MS HYD	\$ 3,495
007	9 Ft. Western Pro Plus Ultra Mount Snow Plow	1UTPP90	\$ 3,468
008	2003 John Deere 6320 & Attachments	12G168504	\$ 38,000
009	John Deere Tractor	W0300XX005991	\$ 14,000
010	Kubota ZD21F-60P Mower	63217 & 42140	\$ 4,000

SCHEDULED HANDHELD/MOBILE RADIOS

Item #	Equipment Description/Radios	ID/Serial Number	Value
001	Hand Held Radio XTS2500	205CJM5858	\$ 3,300
002	Hand Held Radio XTS2500	205CJM5859	\$ 3,300
003	Hand Held Radio XTS2500	205CJM5860	\$ 3,300
004	Hand Held Radio XTS2500	205CJM5861	\$ 3,300
005	Hand Held Radio XTS2500	205CJM5862	\$ 3,300
006	Hand Held Radio XTS2500	205CJM5863	\$ 3,300
007	Hand Held Radio XTS2500	205CJM5864	\$ 3,300
008	Hand Held Radio XTS2500	205CJM5865	\$ 3,300
009	Hand Held Radio XTS2500	205CJM5866	\$ 3,300
010	Hand Held Radio XTS2500	205CJM5867	\$ 3,300
011	Hand Held Radio XTS2500	205CJM5868	\$ 3,300
012	Hand Held Radio XTS2500	205CJM5869	\$ 3,300
013	Hand Held Radio XTS2500	205CJM5870	\$ 3,300
014	Hand Held Radio XTS2500	205CJM5871	\$ 3,300
015	Hand Held Radio XTS2500	205CJM5872	\$ 3,300
016	Mobile Radio XLT2500	514CJM4232	\$ 3,060
017	Mobile Radio XLT2500	514CJM4233	\$ 3,060
018	Mobile Radio XLT2500	514CJM4234	\$ 3,060
019	Mobile Radio XLT2500	514CJM4235	\$ 3,060
020	Mobile Radio XLT2500	514CJM4236	\$ 3,060
021	Mobile Radio XLT2500	514CJM4237	\$ 3,060
022	Mobile Radio XLT2500	514CJM4238	\$ 3,060
023	Mobile Radio XLT2500	514CJM4239	\$ 3,060
024	Mobile Radio XLT2500	514CJM4240	\$ 3,060
025	Mobile Radio XLT2500	514CMR2525	\$ 3,060

COMMERCIAL GENERAL LIABILITY COVERAGE
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Named Insured: City of Basehor
 Company Name: EMC Underwriters, Inc. (rated A+ by A.M. Best)
 Policy Term: 04/01/2012 to 04/01/2013

Coverage Written On: Occurrence Form

<u>Limits</u>	<u>Coverage Description</u>
\$ 1,000,000	Each Occurrence - Bodily Injury and Property Damage
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 100,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense (any one person)
\$ 500,000	Employee Benefits Liability Each Employee/Claims Made Form
\$ 1,000,000	Employee Benefits Liability Aggregate
\$ 500	Employee Benefits Liability Deductible

Includes:

- Premises and Operations
- Products and Completed Operations
- Owners and Contractors Liability
- Contractual Liability
- Employees as Additional Insureds
- Broad Form Property Damage Liability
- Host Liquor Liability
- Incidental Medical Malpractice
- Non-Owned Watercraft Liability (under 26 feet)
- Limited Worldwide Products

Additional Coverage:

Pesticide/Herbicide Applicator Coverage
 Kansas Tort Liability Endorsement \$500,000 Limit
 Additional Insured: Good Samaritans Endorsement CG7129

COMMERCIAL GENERAL LIABILITY SCHEDULE OF EXPOSURES

(S) GROSS SALES - PER \$1,000/SALES (A) AREA - PER 1,000/SQ. FT. (M) ADMISSIONS - PER 1,000/ADM
(P) PAYROLL - PER \$1,000 PAY (C) TOTAL COST - PER \$1,000/COST (U) UNIT - PER UNIT (T) OTHER

Classification	Class Code	Premium Basis
Town Liability – Prem/Ops in progress. Includes work subcontracted to others Exposure: Populations Deductible: \$ 500	87523	4,600 T
Street or Roads	48727	Included
Pesticide or Herbicide Applicator	87718	1 T
Parades (Deductible \$3,000 PD)	46590	2 T

Refer to policy for all conditions and exclusions

Key Exclusion: Employment Related Practices (see Linebackers coverage)

LINEBACKER COVERAGE

Named Insured: City of Basehor
Company Name: EMC Underwriters, Inc. (rated A+ by A.M.Best)
Policy Term: 04/01/2012 to 04/01/2013

Coverage Written On: Claims-Made Form
Retroactive Date: 2-15-92

Available Extended Reporting Period: (unlimited)

<u>Limits</u>	<u>Coverage Description</u>
\$ 1,000,000	Each Loss
\$ 2,000,000	Aggregate for Each Policy Term
\$ 2,000	Deductible per Loss

Who is an Insured:

- The "Organization" named in the Declarations
- The "Organization's" past, present or future lawfully elected, appointed or employed officials.
- Lawfully appointed members of the commissions
- Boards or other units operated under your jurisdictions and within an allocation of your total operating budget provided, however, that none of the above are insured's with respects to operations involving schools, airports, transit authorities, hospitals, nursing homes, housing, or port authorities, gas or utilities unless specifically endorsed onto this policy.
- "Volunteers" past, present or future while conducting the business of the "organization".
- "Employees" past, present or future of the "organization" while acting within the course and scope of their employment for the "organization".
- "Insured" **does not include** any person working on retainer and/or as an independent contractor.

Linebacker Form: CL7001

Coverage A Public Officials Liability
Coverage B Employment Practices Liability

Note: Refer to policy and forms for all terms and conditions.

LAW ENFORCEMENT OCCURRENCE

Named Insured: City of Basehor
Company Name: EMC Underwriters, Inc. (rated A+ by A.M.Best)
Policy Term: 04/01/2012 to 04/01/2013

Coverage Written On: Occurrence Form

<u>Limits</u>	<u>Coverage Description</u>
\$ 1,000,000	Each Occurrence
\$ 2,000,000	Aggregate Limit
\$ 5,000	Medical Expense (any one person)
\$ 2,500	Deductible each wrongful act

Who is an insured:

- The insured named in the Declarations
- Your employees, but only for acts within the scope of their employment by you.
- Volunteers or auxiliary while performing law enforcement activities for you at your request.
- Any elective or appointive officer or a member of any board or commissioner or agency of yours while acting within the scope of their duties as such.

Coverage and Forms:

Law Enforcement Liability
Prior Acts Endorsement Retro Date 2/15/92

Full Time Peace Officers	12
Part Time Peace Officers	0

Exclusion: Mold, Other Fungi, or Bacteria Exclusion Endorsement

COMMERCIAL CRIME COVERAGE

Named Insured: City of Basehor
Company Name: EMC Underwriters, Inc. (rated A+ by A.M.Best)
Policy Term: 04/01/2012 to 04/01/2013

<u>Limits</u>	<u>Deductible</u>	<u>Coverage Description</u>
\$ 250,000	\$ 2,500	Employee Dishonesty per Loss
\$ 50,000	\$ 2,500	Forgery or Alteration

Includes: Faithful Performance of Duty Coverage form #CRf25 19
Government Crime Coverage form (loss sustained form)
Include Specified Non-Compensated Officers as Employees
Form #CR25 08
Government Crime Coverage form #CR7002

COMMERCIAL AUTOMOBILE COVERAGE

Named Insured: City of Basehor
 Company Name: EMC Underwriters, Inc. (rated A+ by A.M.Best)
 Policy Term: 04/01/2012 to 04/01/2013

<u>Limits</u>	<u>Coverage Description</u>
\$ 500,000	Combined Single Limit - Bodily Injury & Property Damage
\$ 500,000	Uninsured Motorists
\$ 500,000	Underinsured Motorists
\$ 2,000	Medical Payments

Includes: Non-Owned Auto Liability
 Hired Auto Liability

Additional Conditions and Endorsements

Hired Auto Physical Damage \$ 30,000
 Comprehensive \$ 500 Ded.
 Collision \$ 1000 Ded.

Commercial Automobile Schedule

Veh #	Year	Vehicle Make Vehicle Model Serial Number	Premium	Liab	Med Pay	UM	Comp Deductible	Collision Deductible
001	1999	FORD EXPLORER - Police 1FMZU34E7XUCO2044	\$ 499	X	X	X	\$ 500	\$ 1,000
002	1999	FORD F350 TRUCK - Pub. Wks 1FDWF373XEE77292	\$ 438	X	X	X	\$ 500	\$ 1,000
003	1999	TRAILER 16 FT. - Pub Wks. FSL14HDE102	\$ 27	X	X	X		
004	2000	FORD TAURUS - City Admin. 1FAFP5327YA237970	\$ 420	X	X	X	\$ 500	\$ 1,000

Commercial Automobile Schedule

Veh #	Year	Vehicle Make Vehicle Model Serial Number	Premium	Liab	Med Pay	UM	Comp Deductible	Collision Deductible
005	2000	FORD F250 TRUCK – Pub Works 3FTNF21F7YM59915	\$ 416	X	X	X	\$ 500	\$ 1,000
006	2001	FORD F350 DUMP TRUCK – Pub Works 1FDX37F91ED33556	\$ 482	X	X	X	\$ 500	\$ 1,000
007	2002	FORD RANGER PU – Pub. Works 1FTXR15E02PB11021	\$ 439	X	X	X	\$ 500	\$ 1,000
008	2003	KENWORTH DUMP TRUCK – Pub. Works 2NKMHY8X03M899037	\$ 584	X	X	X	\$ 500	\$ 1,000
009	2007	FORD CROWN VIC - Police 2FAFP71W97X107745	\$ 525	X	X	X	\$ 500	\$ 1,000
010	1999	READY BILT 17' DOVE TAIL TRLR – Pub. Works 47SS142T7X1015526	\$ 27	X	X	X		
011	1999	FORD CROWN VIC – Police 2FAFP71W7XX106836	\$ 466	X	X	X	\$ 500	\$ 1,000
012	2007	FORD CROWN VIC – Police 2FAFP71WX7X128801	\$ 525	X	X	X	\$ 500	\$ 1,000
013	2008	FORD F475 1 ½ Ton Truck – Pub. Wks 1FDXF47R58EC53401	\$ 592	X	X	X	\$ 500	\$ 1,000
014	2008	FORD CROWN VIC – Police 2FAFP71V78X135083	\$ 539	X	X	X	\$ 500	\$ 1,000
015	2008	FORD Interceptors 4Dr. - Police 2FAHP71V98X141199	\$ 568	X	X	X	\$ 500	\$ 1,000
016	2008	FORD RANGER WEQUIPMENT - Police 1FTZR15E78PA03195	\$ 466	X	X	X	\$ 500	\$ 1,000
017	2009	FORD CROWN VIC 2FAHP71V89X126760	\$ 568	X	X	X	\$ 500	\$ 1,000
018	2009	FORD CROWN VIC 4 DR. 2FAHP71V19X126762	\$ 568	X	X	X	\$ 500	\$ 1,000
019	2011	Chevrolet Silverado 1GCNKPEX0BZ422203	\$ 521	X	X	X	\$ 500	\$ 1,000
020	2011	Craftco Supershot 125D Paving Trailer 1C9SY1012B1418227	\$ 164	X	X	X	\$ 500	\$ 1,000
021	2011	Chevrolet Impala -- Police 2G1WD5E33C1160809	\$ 597	X	X	X	\$ 500	\$ 1,000

PREMIUM COMPARISON

DESCRIPTION OF COVERAGE	PREMIUM 2011/12	ESTIMATED PREMIUM 2012/13
Property, Equipment Breakdown & Earthquake	\$ 20,597	\$ 25,400
Commercial Inland Marine Equipment & Computers	\$ 2,370	\$ 2,500
Commercial General Liability Employee Benefit Liability	\$ 5,281	\$ 5,640
Linebacker Coverage	\$ 2,120	\$ 2,236
Law Enforcement	\$ 5,122	\$ 4,000
Crime Coverage	\$ 323	\$ 446
Commercial Auto	\$ 8,839	\$ 9,690
Total Estimated Premium	\$ 44,652	\$ 49,912

2010/11 Premium: 50,816
 2009/10 Premium: 42,785
 2008/09 Premium: 42,380
 2007/08 Premium: 41,523

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 11

Topic: Discuss Kansas Department of Transportation – Agreement No. 255-11 and Supplemental Agreement to Agreement No. 92-11.

Action Requested: Discuss Agreement No. 255-11 and Supplemental Agreement to Agreement No. 92-11.

Narrative:

The proposed agreements are in regard to the construction of 158th Street Traffic Signal Project, an increase of funding for the Wolf Creek Parkway Project, and the coordination of land acquisition.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:

Staff recommends approving Agreement No. 255-11 and Agreement No. 92-11.

Committee Recommendation:

Attachments:

2.27.12 Memo (1 page)

Agreement No. 255-11 (4 pages)

Supplemental Agreement to Agreement No. 92-11 (3 pages)

Agreement No. 92-11 (14 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council
CC: Chief Lloyd Martley
From: Mitch Pleak
Date: 2.27.12
Re: Discuss Kansas Department of Transportation (KDOT) – Agreement No. 255-11 and Supplemental Agreement to Agreement No. 92-11

Agreement No. 255-11

KDOT is in the design process of the 158th Street Traffic Signal (KDOT Project Number 24-52 KA-2156-01). To finalize the construction of the project, KDOT is requesting an agreement with the City to secure the project.

Supplemental No. 1 to Agreement No. 92-11

The City entered into Agreement No. 92-11 on June 20th, 2011, regarding the Wolf Creek Parkway Project (KDOT Project Number 24-52 KA-2277-01). The Supplemental No. 1 Agreement increases the City's reimbursement from \$1 million to \$1.2 million. The preliminary cost estimate is currently \$1,049,431.75.

KDOT is also requesting City assistance in acquiring right-of-way for the 158th Street Traffic Signal Project within the supplemental agreement. Land acquisition will be needed for one property for the 158th Street Traffic Signal Project. Additional acquisition will be needed for the same property for the Wolf Creek Parkway Project. To keep 158th Street Traffic Signal Project on schedule, KDOT is requesting the City acquire necessary right-of-way for the 158th Street Traffic Signal Project. Conducting one acquisition would only require one acquisition for the property instead of two. The City would lump the land acquisition needs for Wolf Creek Parkway Project into the acquisition. Per the Supplemental Agreement, KDOT would reimburse the City for 100% of the total actual cost of right-of-way for 158th Street Traffic Signal Project (Section 2).

PROJECT NO. 24-52 KA-2156-01

TRAFFIC SIGNAL INSTALLATION
GEOMETRIC IMPROVEMENT

CITY OF BASEHOR, KANSAS

A G R E E M E N T

PARTIES: **BARBARA W. RANKIN, Acting Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

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

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a major modification project. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The Secretary desires to construct a Traffic Signal/Geometric Improvement at US-24/40 and 158th Street which is partially in the city of Basehor, Kansas, hereinafter referred to as the "Project." The City agrees to the Project in the City. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state funds.

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

Extend left turn lanes along US-24/40, construct a left turn lane on the north leg of 158th Street; signalize intersection.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the _____ day of _____, 2012.

ARTICLE I

THE SECRETARY AGREES:

1. The Project shall be undertaken and completed by the Secretary except as otherwise modified by this Agreement.
2. To receive and disburse all funds directly to the Parties involved in acquisition of rights of way and easements. This does not apply to any rights of way or easements acquired for this Project through KDOT Project No. 24-52 KA-2277-01.

3. To prepare the Project plans, let the contract for the Project and administer the Project in accordance with the final design plans, and administer the payments due the contractor.

4. All construction items included in the Project plans shall be paid for with state funds.

5. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Secretary will defend, indemnify, hold harmless, and save the City and its 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 Secretary, the Secretary's employees, agents, or subcontractors.

6. 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 that either the Secretary or the City or both incur in defending the claim.

ARTICLE II

THE CITY AGREES:

1. It shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

2. 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.

3. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the Project. The Secretary shall not participate in the cost of these rights of way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

4. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the Project plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of encroachments. It is further agreed that 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 rights of way of the Project, and it will require that any gas and fuel dispensing pumps erected, moved or installed along the Project be placed

no less than 12 feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.

5. 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.

6. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project other than those shown on the Project plans. The City agrees that any exceptions therefrom must be approved by the Secretary.

7. 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 for audit for a period of five (5) years after the date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The Secretary shall have authority and be responsible for the maintenance, operation, and reconstruction of the Project at any time. The City agrees the Secretary has responsibility for maintenance, operation, and reconstruction of the Project at any time.

2. The Secretary 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 Kansas Department of Transportation Utility Accommodation Policy (UAP), as amended or supplemented.

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

4. They shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the Parties before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Project plans. If revisions to the traffic handling plan are proposed during the progress of construction, the City and the Secretary shall approve such revisions before they become effective.

5. 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.

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

7. 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 or provisions of this Agreement.

8. The provisions found in KDOT's Civil Rights Special Attachment No. 1, attached hereto are hereby incorporated into this Agreement by reference and made a part hereof.

9. The provisions found in Contractual Provisions Attachment Form DA-146a, Rev. 10-11, which is attached hereto and executed by the Parties in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof.

10. Agreement No. 92-11 and Supplemental No. 1 to Agreement No. 92-11 executed between the Parties documenting the duties and obligations of the Parties with respect to KDOT Project No. 24-52 KA-2277-01 and KDOT Project No. 24-52 KA-2156-01 are hereby incorporated by reference as if set forth at length herein.

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 Department of Transportation
Barbara W. Rankin, Acting Secretary of Transportation

(SEAL)

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

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

S U P P L E M E N T A L A G R E E M E N T

This Agreement made and entered into on the _____ day of _____, 20____, by the City of Basehor, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the State of Kansas, hereinafter referred to as "Secretary."

RECITALS:

WHEREAS, the Secretary and the City entered into an Agreement (No. 92-11) dated June 20th, 2011, hereinafter referred to as the "Original Agreement" for Construction of a collector street North of US-24/40 between 158th St. and 155th St in Basehor, and

WHEREAS, the Secretary, and City mutually desire to increase KDOT's contribution for the Project.

NOW, THEREFORE, in consideration of this premise, the Parties hereto agree as follows:

1. On page one (1) of the Original Agreement, under Article I, paragraph one (1) be replaced in its entirety to read:

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), up to \$1,200,000 for the Project. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$1,200,000. 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 professional engineer licensed in the State of Kansas 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, utility adjustments and construction engineering for the Project.

2. On page two (2) of the Original Agreement, under Article I, new paragraph two (2) be inserted to read as follows:

2. To reimburse the City for one-hundred percent (100%) of the total actual cost of right of way for KDOT Project Number 24-52 KA-2156-01.

3. On page two (2) of the Original Agreement, under Article I, new paragraph three (3) be inserted to read as follows:

3. To provide all legal descriptions required for right of way acquisition for KDOT Project Number 24-52 KA-1256-01.

4. On page four (4) of the Original Agreement, Article II, paragraph six (6) be replaced in its entirety to read as follows:

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 for the Project and for KDOT Project Number 24-52 KA-2516-01 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.

5. On page four (4) of the Original Agreement, Article II, paragraph seven (7) be replaced in its entirety to read as follows:

7. To contact the Secretary if there will be any displaced persons on the Project or KDOT Project Number 24-52 KA-2516-01 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.*

6. On page four (4) of the Original Agreement, Article II, paragraph eight (8) be replaced in its entirety to read as follows:

8. 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 or KDOT Project Number 24-52 KA-2516-01 construction will require prior written approval by the Secretary.

7. On page seven (7) of the Original Agreement, Article II, paragraph eighteen (18) be replaced in its entirety to read as follows:

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding

\$1,200,000. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, utility adjustments, and construction engineering for the Project. The City additionally agrees to be responsible for one hundred percent (100%) of right of way acquisition for KDOT project 24-52 KA-2277-01.

8. On page eleven (11) of the Original Agreement, Article III, new paragraph eleven (11) be inserted to read as follows:

11. Agreement No. 255-11 executed between the Parties documenting the duties and obligations of the parties with respect to KDOT Project Number 24-52 KA-2156-01 is hereby incorporated by reference as if set forth at length herein.

9. On page eleven (11) of the Original Agreement, Article III, new paragraph twelve (12) be inserted to read as follows:

12. At the discretion of the Secretary, the City may be required to convey all right, title and interest in right of way acquired for this Project and for KDOT Project Number 24-52 KA-2156-01.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

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

ATTEST:

THE CITY OF BASEHOR, KS

CITY CLERK

MAYOR

Kansas Department of Transportation
Barbara W. Rankin,
Acting Secretary of Transportation

(SEAL)

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

RECEIVED
JUL 05 2011

ORIGINAL

Agreement No. 92-11

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

TRANSPORTATION PLANNING
DEPT. OF TRANSPORTATION

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 20th day of June, 2011.

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

TRANSMISSION

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.

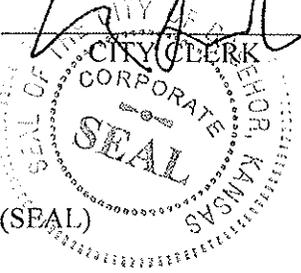
9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

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.

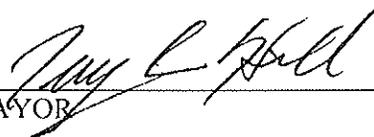
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:





THE CITY OF BASEHOR, KANSAS


MAYOR

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



BY: 

Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 12

Topic: Discuss 2011 Kansas Department of Transportation (KDOT) Applications for Corridor Management Construction Projects.

Action Requested: Discuss combining Wolf Creek Parkway (158th Street to 155th Street), 158th Street (US 24/40 to Wolf Creek Parkway), and 155th Street (US 24/40 to Wolf Creek Parkway) construction projects. Discuss Affinis Corp. performing design services for 158th Street (US 24/40 to Wolf Creek Parkway) and 155th Street (US 24/40 to Wolf Creek Parkway).

Narrative:

September 19, 2011, the City Council selected four projects to submit to the KDOT for funding. February 1, 2012, KDOT notified the City on the selection of 158th Street (US 24/40 to Wolf Creek Parkway) and 155th Street (US 24/40 to Wolf Creek Parkway).

Both projects abut the Wolf Creek Parkway Project. Since KDOT notification staff has reviewed the projects for potential cost savings. Per KDOT's funding stipulations the City is responsible for all utility relocations, design, and acquisition costs. Staff recommends the projects be combined for cost savings and increased public safety reasons.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:

Staff recommends the projects be combined for cost savings and increased public safety reasons. Staff also recommends Affinis perform the design services for all three projects.

Committee Recommendation:

Attachments:

2.27.12 Memo (2 pages)

2.1.12 KDOT Project Selections (4 pages)

158th Street and 155th Street Project Layouts (2 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council
CC: Chief Lloyd Martley
From: Mitch Pleak
Date: 2.27.12
Re: Discuss 2011 Kansas Department of Transportation (KDOT) Applications for Corridor Management Construction Projects.

September 19, 2011, the City Council selected four projects to submit to KDOT for funding. February 1, 2012, KDOT notified the City on the selection of 158th Street (US 24/40 to Wolf Creek Parkway) and 155th Street (US 24/40 to Wolf Creek Parkway).

Both projects about the Wolf Creek Parkway Project (2011 KDOT selected). Since KDOT notification staff has reviewed the projects for cost savings. Per KDOT's funding stipulations, the City is responsible for all utility relocations, design, and acquisition costs. Staff finds it would be appropriate to request the projects to be combined for cost savings and public safety reasons.

If combined and let to one contractor, it would reduce traffic congestion during construction, provide continuity during construction phasing, reduce working days, and ultimately be safer to the public during construction.

Construction savings would include a reduction in unit prices due to the additional quantities, avoiding the removal of new infrastructure at each intersection abutting Wolf Creek Parkway and eliminate the possibility of relocating utilities twice. Staff has identified \$18,000 in savings regarding utility relocations if the projects were combined.

Wolf Creek Parkway is currently being designed by Affinis. Combining all projects into one, would require Affinis to design all projects and lump them into one set of construction documents. Staff also finds it would be cost effective to combine the projects from a design standpoint. The savings generated would be in the preliminary design and bidding/construction services. Affinis already obtains a portion of the survey needed for the 158th and 155th Street projects. Lumping the

projects would also require one bid letting instead of two or three separate bid lettings. The additional cost savings is estimated at \$50,000.

Staff has met with KDOT regarding the combination of the projects. KDOT supports the combination of the projects.

The table below represents total estimated costs for Wolf Creek Parkway, 155th Street, and 158th Street as one project. The additional design fee for 155th and 158th projects is \$174,881 (if the projects were combined into 1 project). The fee is based on an hourly fee per position.

Task	Cost
Construction	\$2,278,000.00
Right-of-way	\$158,000.00
Design*	\$311,609.00
Utility Relocation	\$288,000.00
Total	\$3,035,609.00
City	\$757,609.00
City Share (%)	25
KDOT	\$2,278,000.00

*\$20,565 will be deducted in the Wolf Creek Parkway contract.

The project costs will be paid out of the Consolidated Highway Fund.

Staff recommends combining 158th Street (US 24/40 to Wolf Creek Parkway) Project, 155th Street (US 24/40 to Wolf Creek Parkway) Project, and Wolf Creek Parkway (158th Street to 155th Street) Project. Staff also recommends Affinis perform the design services for all three projects.

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

Barbara W. Rankin, Acting Secretary
Dennis R. Slimmer, P.E., Chief

Kansas
Department of Transportation
Bureau of Transportation Planning

Phone: 785-296-3841
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<http://www.ksdot.org>

Sam Brownback, Governor

February 1, 2012

Mr. Mitch Pleak, P.E., 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 Access Management Program:

Intersection improvements at US-24/40 & 158th Street to construct a 36-foot roadway section 750 feet in length including pavement markings, asphalt pavement, curb & gutter, sidewalks, enclosed drainage system and pedestrian infrastructure. KDOT has agreed to fund the construction of this project at 100% up to a maximum of \$458,000.

The original amount request for construction included a traffic signal and utility relocation which KDOT will not fund. To account for this, KDOT has made adjustments to the amount awarded for a total of \$458,000.

KDOT Access Management staff will contact you in 2-3 weeks to schedule a meeting to review the project scope and schedule, the access management construction project guidelines and address any questions or concerns that you may have. After this meeting a project authorization form will be generated by KDOT as well as the City/State Agreement. 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.
Access Management Engineer

c: Clay Adams P.E., District One Engineer
Jim Pickett P.E., Area Three Engineer
Lloyd Martley, Police Chief and Interim City Administrator

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February 1, 2012

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

Dear Mr. Pleak,

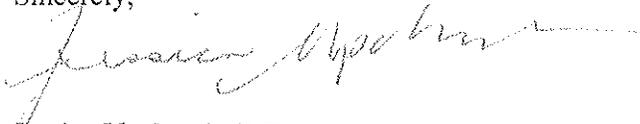
I am pleased to inform you that the following project has been selected for funding under the Access Management Program:

Intersection improvements at US-24/40 & 155th Street to construct a 36-foot roadway section 800 feet in length including pavement markings, asphalt pavement, curb & gutter, sidewalks, enclosed drainage system, pedestrian infrastructure and median. KDOT has agreed to fund the construction of this project at 100% up to a maximum of \$620,000.

The original amount request for construction included a traffic signal and utility relocation which KDOT will not fund. To account for this KDOT has made adjustments to the amount awarded for a subtotal of \$606,000. An additional \$14,000 has been included to cover the cost of the median, which was not originally part of the project, but will be required as part of this project. The total amount awarded will be \$620,000 for the cost of construction.

KDOT Access Management staff will contact you in 2-3 weeks to schedule a meeting to review the project scope and schedule, the access management construction project guidelines and address any questions or concerns that you may have. After this meeting a project authorization form will be generated by KDOT as well as the City/State Agreement. 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.

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Jessica Upchurch, P.E.
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Barbara Rankin, Acting Secretary

Sam Brownback, Governor

FOR IMMEDIATE RELEASE

Feb. 1, 2012

News contact: Steve Swartz, (785) 296-3585; cell (785) 221-5615; stevesw@ksdot.org
or Jessica Upchurch, (785) 368-7099

Access projects selected for KDOT funding

The Kansas Department of Transportation has selected seven construction projects for funding through the Access Management Program. These projects are scheduled for state fiscal year 2014, with a total estimated cost of \$4.5 million.

KDOT's Access Management Program involves partnership with local governments to develop transportation plans along highways experiencing growth and development. These plans help agencies understand the extent of future development along a highway corridor and what transportation improvements are necessary to accommodate traffic growth. In general, these plans outline a coordinated strategy to create a transportation environment that is safe, efficient and supportive of long-term economic activity.

The KDOT Access Management Program also provides a percentage of funding necessary to construct improvements identified in these plans.

Typical construction projects are intersection improvements, frontage roads and installation of traffic signals.

KDOT has completed 19 Corridor Management Plans in partnership with more than 40 cities, counties and Metropolitan Planning Organizations.

The seven selected projects are listed below.

U.S. 24 Pottawatomie County Corridor Management Plan

Manhattan – Construction of westbound double left turn lanes at U.S. 24/Tuttle Creek Boulevard and McCall Road. **Pottawatomie County** –Intersection Improvements at U.S. 24 and Flush Road lengthening the existing eastbound left turn lane on U.S. 24 and constructing an acceleration lane on westbound U.S. 24 for vehicles southbound on Flush Road making a right turn.

U.S. 24 Leavenworth County Corridor Management Plan

Basehor – Turn lane improvements on 155th Street between U.S. 24 and Wolf Creek Parkway. **Basehor** – Turn lane improvements on 158th Street between U.S. 24 and Wolf Creek Parkway.

U.S. 56 Corridor Management Plan

Baldwin City – Intersection reconfiguration at U.S. 56 and High Street including the realignment of High Street to intersect U.S. 56 at 90 degrees. The project also includes the construction of left turn lanes on U.S. 56.

K-68 Corridor Management Plan

Louisburg – Intersection improvements at K-68 and Metcalf including construction of turn lanes and installation of traffic signal.

U.S. 69 Corridor Management Plan

Fort Scott – Widen U.S. 69 to have a center turn lane between 23rd street and National Avenue.

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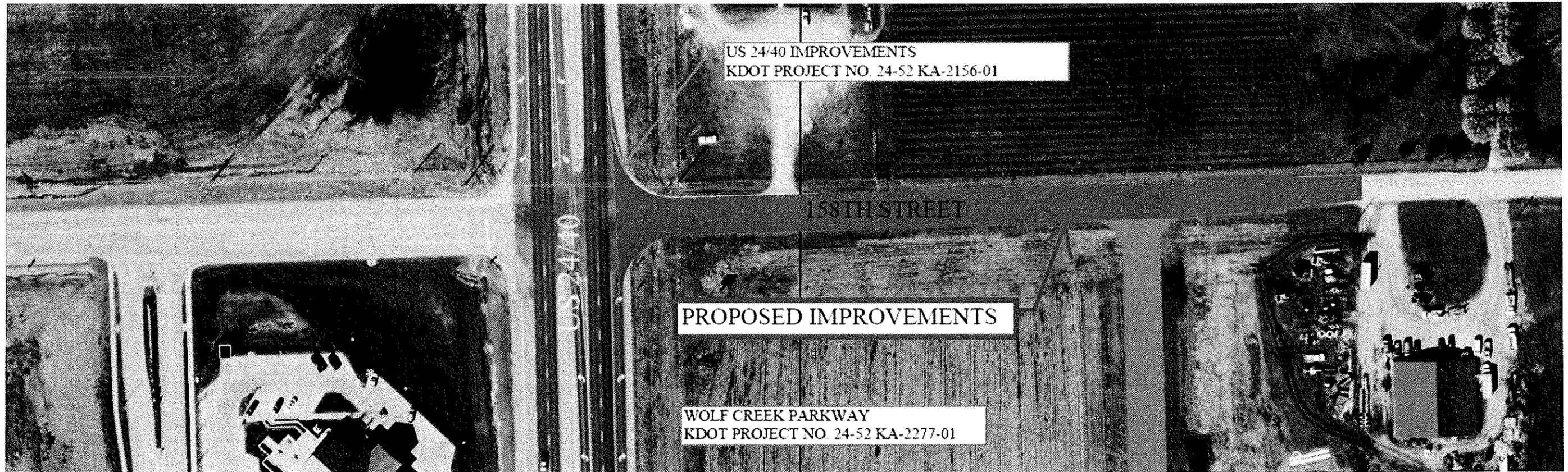
158TH STREET PROJECT

The scope of the project is to construct 158th Street between US 24/40 to Wolf Creek Parkway. The project will provide:

- Coordinate future approved improvements:
 - Wolf Creek Parkway – KDOT PROJECT NO. 24-52 KA-2277-01
 - US 24/40 – KDOT PROJECT NO. 24-52 KA-2156-01
- Increase safe traffic circulation for residents and customers to the area.
- Increase traffic movement capacity for future development.

Proposed infrastructure improvements include:

- Length of the roadway improvement is 750 feet.
- 36-foot wide roadway improvement – Collector Road.
- Pavement improvements.
- Enclosed drainage system.
- Pedestrian infrastructure.



155TH STREET PROJECT

The scope of the project is to construct 155th Street between US 24/40 to Wolf Creek Parkway. The project will provide:

- Increase safe traffic circulation for residents and customers to the area.
- Increase traffic movement capacity for existing and future development.
- Coordinate with future approved improvements - Wolf Creek Parkway (KDOT PROJECT NO. 24-52 KA-2277-01).
- Provide additional access management within the constraints of the project.

Proposed infrastructure improvements include:

- Length of the roadway improvement is 800 feet.
- US 24/40 traffic signal improvements.
- Pavement improvements.
- Enclosed drainage system.
- Pedestrian infrastructure.

