

Agenda

Basehor City Council

Work Session

May 7, 2012 7:00 p.m.

Basehor City Hall



1. Discuss City Prosecutor Agreement
2. Discuss Affinis Corp. Agreement
3. Discuss a Preliminary Plat for Pinhurst North Fourth Plat, submitted by Community National Bank.
4. Discuss the Final Plat for Pinehurst North Fourth Plat, submitted by Community National Bank.
5. Discuss a Rezoning from "R-O", Suburban Residential District to "R-1", Single Family Residential District as submitted by Hubbel Family Trust.
6. Discuss health benefit renewals
7. Executive Session (if needed)

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 1

Topic: City Prosecutor Agreement

Action Requested: Approve contractor agreement

Narrative: KiAnn McBratney was our previous City Prosecutor. She resigned her position in February 2012. Mike Kelly has been filling in as our prosecutor. Mike has been an attorney since 1980. He has served as a Municipal Judge, City Attorney and is currently the City Prosecutor for Tonganoxie. He has a BA from the University of Kansas and his Juris Doctorate from Washburn University.

Presented by: Chief Lloyd Martley

Administration Recommendation: Recommend the approval of the Independent Contractor Agreement between Mike Kelly and the City of Basehor to serve as our City Prosecutor.

Committee Recommendation:

Attachments: Independent Contractor Agreement

Projector needed for this item?

No

MICHAEL E. KELLY

Kelly & Kelly, Attorneys at Law
512 East Fourth Street
P.O. Box 664
Tonganoxie, Kansas 66086
(913) 845-8780
(913) 845-8757 facsimile
(913) 683-9330 cellular
kellylawoffice@sunflower.com

Residence: 23060 211th Street
Leavenworth, Kansas 66048

ATTORNEY SINCE 1980 *50+ JURY TRIALS *MUNICIPAL PROSECUTOR *FEDERAL DEFENSE ATTORNEY

Education:

- May 1980 Juris Doctorate Washburn University School of Law
- May 1976 BA University of Kansas - Chemistry major
- One year in the K.U. MBA program.

Bar Membership:

- September 1980 - admitted to practice law in Kansas
- September 1980 - Admitted to Federal District Court of Kansas

Legal Experience:

- 1982 - present - private practice
 - civil and criminal cases, particularly litigation
 - probate, contract, business, wills and trusts
 - federal defense attorney
 - research and drafting of federal appellate cases
 - I have tried more than fifty civil and criminal jury trials, including first degree murder, drug offenses, personal injury, defense of government tort claims and 42 U.S.C. 1983 claims.
- 2010 - present - City Prosecutor for Tonganoxie, Kansas
- 2003 - present - City Attorney for Tonganoxie, Kansas
- 2000 - 2001 - Municipal Judge for Lansing and Tonganoxie
- 1986 - 1992 Deputy Leavenworth County Attorney
 - adult felony offenses
 - jury trial conviction rate over 95%
 - first to initiate drug forfeiture cases in the County
- 1991 - 1994 taught courses as an adjunct professor in the paralegal curriculum at Kansas City Community College.
- 1990 - present - Investigator for Kansas Bar Association Ethics and Grievance Committee
- 1980 - 1982 Kansas Legal Services family law and matters for the elderly.

Bar Associations:

1980 - present - member of Kansas Bar Association
1980 - present - member Leavenworth Bar Association, president 1992-1994
1990 - present - member of Kansas Professional Ethics and Grievance Committee
2003 - present - member of the City Attorneys Association of Kansas

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the 21st day of May, 2012, by and between **THE CITY OF BASEHOR, KANSAS** (hereinafter "the City") and **Michael E. Kelly, J.D.**, 512 East Fourth Street, Tonganoxie, Kansas, 66007.

In consideration of the mutual covenants hereinafter set forth, the City and KELLY hereby agree as follows:

1. **Services.** The City hereby engages Mr. Kelly to provide to the City all prosecutorial legal services needed by the City, of whatever nature. Such services shall include those set forth in the Basehor City Code. Mr. Kelly agrees to perform the services in a timely, competent, and professional manner, and in accordance with all applicable laws, regulations, and ordinances, and the terms and conditions of this Agreement.

2. **Qualifications.** Mr. Kelly agrees that he will maintain his license and memberships to practice law in all Kansas State and Federal Courts, and will maintain professional liability insurance.

3. **Compensation.** In consideration of the agreements and provisions contained herein, the City agrees to pay Mr. Kelly \$85 per hour to perform any and all prosecutorial services on behalf of the City but such payment to Mr. Kelly shall not, in any event, be less than \$400 per month.

4. **Billing Statements.** Billing statements shall be sent to the City on a monthly basis itemizing services performed pursuant to this Agreement.

5. **Miscellaneous Expenses.** The City will reimburse Mr. Kelly for miscellaneous, out-of-pocket expenses, such as copies, postage, and other expenses directly related to his duties as prosecutor.

6. **Other Employment.** During the term hereof, Mr. Kelly is free to pursue other business interests and representation so long as such activities do not adversely affect his duties as City Prosecutor.

7. **Term and Termination.** This Agreement shall be effective retroactive to the date Mr. Kelly was appointed by the Mayor and approved by the Council. The Agreement shall continue thereafter for one year at the pleasure of the Governing Body. The Agreement shall be renewable for successive one year periods by appointment by the Mayor and approval by the Governing Body unless three-months' notice of non-renewal is given by either party. Three months before the renewal date, the parties will engage in good faith negotiation concerning the terms of the next one-year Agreement.

IN WITNESS WHEREOF, the parties, voluntarily and with full knowledge of the contents hereof, have executed this Agreement.

THE CITY OF BASEHOR, KANSAS:

By: _____
Mayor David Breuer, with consent of a
majority of the City Council

Michael E. Kelly:

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 2

Topic: Affinis Contract for Corridor Management Projects.

Action Requested: Discuss the Affinis contract.

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).

March 19, 2012, the City Council approved the combination of 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. City Council also approved Affinis performing the design services for all three projects.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:

Staff recommends approving the Affinis contract for \$195,446.

Committee Recommendation:

Attachments:

5.1.12 Memo (1 page)
2.27.12 Memo (2 pages)
Affinis Contract (30 pages)

Projector needed for this item? No

Memorandum

To: Mr. Mayor and City Council
CC: Chief Lloyd Martley
From: Mitch Pleak
Date: 5.1.12
Re: Affinis Contract for Corridor Management 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.

March 19, 2012, the City Council approved the combination of 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. City Council also approved Affinis Corp. performing the design services for all three projects.

Enclosed is the contract for the additional work. As discussed on March 19, 2012, the contract for the Wolf Creek Parkway (158th to 155th) Project will be deducted \$20,565. The proposed contract is for \$195,446. The total additional design fee for the additional two projects and the combination of all three projects is \$174,881.

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 abut 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.

ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT

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

158th Street from US 24/40 to north of Wolf Creek Parkway and on 155th Street from US 24/40 Highway to north of Wolf Creek Parkway, approximately 1,750 feet total as a standard three-lane, collector street described in more detail in Exhibit A.

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

SECTION I - DEFINITIONS

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

"City" means the City of Basehor, Kansas.

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

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

"Contract Documents" means those documents so identified in the Agreement for Construction for this Project, including all Engineering/Architectural Documents. All terms

defined in the General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Contract Time" means time for completion which is April 1, 2013.

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

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

"Project" is as above described.

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

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

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment.

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

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer/Architect an amount not to exceed One hundred ninety-five thousand, four hundred forty-six dollars (\$195,446.00), including reimbursables. The fee is based on the performance of the scope of services outlined in this Agreement, and shall be billed using hourly rates and equipment charges as set forth in Exhibit B attached herewith, plus direct expenses, such as in-house printing, mileage, etc. All work required to submit bid documents to KDOT for bidding approval shall be completed on or before April 1, 2013. Payment to Consulting Engineer/Architect shall not exceed the following percentages in each phase of the Project without prior written consent of City:

Preliminary Design Phase	64.4%
Final Design Phase	23.3%
Bidding Phase	3.8%
Construction Phase	<u>8.5%</u>
TOTAL	100.0 %

2. Reimbursable Expenses: The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed a total expense of \$10,838.00 for the following expenses: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, (g) title company (O & Es); (h) geotechnical services; (i) environmental services; and (j) other costs as authorized by City.
3. Additional Services: Consulting Engineer/Architect shall provide, with City's concurrence, services in addition to those listed in Section III when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer/Architect must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit B. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consulting Engineer/Architect, providing services necessitated in the event the Engineering/Architectural Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer/Architect, and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consulting Engineer/Architect, as compensation for these services, shall be in accordance with the hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.
4. Special Services: Consulting Engineer/Architect may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding

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

5. Billing: Consulting Engineer/Architect shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Consulting Engineer/Architect shall itemize the services and reimbursable expenses for which payment is requested. City agrees to pay Consulting Engineer/Architect within thirty (30) days of approval by the Governing Body.
6. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer/Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer/Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer/Architect immediately. Consulting Engineer/Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer/Architect in accordance with the contract payment procedures.
7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of design tasks completed to date. This report will serve as support for payment to Consulting Engineer/Architect. Such report shall also be submitted to the Secretary of Transportation of the State of Kansas.
8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer/Architect, the Consulting Engineer/Architect shall be compensated for time and expense required to incorporate such modifications at Consulting Engineer/Architect's standard hourly rates per Exhibit B; provided, however, that any increase in total fee or Contract Time must be approved through a written change order. Consulting Engineer/Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consulting Engineer/Architect's negligence or other actionable fault.

9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the Engineering/Architectural Services or to modify the terms and conditions thereof by either written amendment or by change order. The total fee and Contract Time may only be changed by a written change order approved by City. If notice of any change affecting the general scope of the Engineering/Architectural Services or provisions of this Agreement, including but not limited to, total fee or Contract Time, is a requirement of any insurance policy held by Consulting Engineer/Architect as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer/Architect's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT

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

A. PRELIMINARY DESIGN PHASE

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

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Final Design Documents: Consulting Engineer/Architect shall furnish City six (6)

copies, unless otherwise noted in Exhibit A, of the final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project.

3. Contract Documents: Consulting Engineer/Architect shall prepare contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, all to be approved by the City, and assist in the preparation of other related documents, unless such documents are provided by City.
4. Final Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer/Architect's Estimate" and will be used as the basis for construction contract award.
5. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection and testing prior to bidding phase.

C. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consulting Engineer/Architect's Final Cost Estimate, Consulting Engineer/Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City, in its sole discretion, has four (4) options if all bids exceed Consulting Engineer/Architect's estimate:(1) consider approval of an increase in the project cost; (2) authorize rebidding of the project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer/Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the Consulting Engineer/Architect's estimate.

D. CONSTRUCTION PHASE

1. In-house Administration and Inspection: It is understood that City will provide in-

house administration and inspection of the construction Agreement; however, Consulting Engineer/Architect shall consult with and advise City, when requested.

2. Services: The services provided during this phase are set out in Exhibit A attached hereto and incorporated herein.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consulting Engineer/Architect agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consulting Engineer/Architect's errors or omissions or clarify Consulting Engineer/Architect's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consulting Engineer/Architect, or are beyond his/her control, both parties agree that hourly rates will be as stated in Exhibit B. Additional drawings shall be authorized through a change order.
4. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consulting Engineer/Architect's involvement during the construction phase, Consulting Engineer/Architect observes or otherwise becomes aware of any defect in the work, he shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting Engineer/Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. Consulting Engineer/Architect shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer/Architect shall not have control over or charge of acts or omissions of the contractor, contractor's subcontractors, or their agents or employees.
6. Shop Drawings: Consulting Engineer/Architect shall review and take appropriate action on contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to

safety precautions and programs incident thereto, unless an obvious deficiency exists wherein Consulting Engineer/Architect will advise City of such defect or deficiency so the same can be prevented.

7. Record Drawings: The Consulting Engineer/Architect shall prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field and which are marked on the construction plan set provided by the City. Because some of the data contained on the "Record Drawings" may be based on unverified information provided by others, the Consulting Engineer/Architect does not warrant the accuracy of information provided by others.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect agrees to be responsible for those matters identified in the General Conditions (Section V of this Agreement) as being responsibilities of the Consulting Engineer/Architect. Consulting Engineer/Architect specifically acknowledges receipt of a copy of the General Conditions and acceptance of the responsibilities as set forth therein.
2. Personnel: Consulting Engineer/Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the project manager on this Project: Kristen Leathers. The City will be notified in writing immediately if this individual changes. As project manager on this Project, this person shall be the primary contact with the City's project manager and shall have authority to bind Consulting Engineer/Architect. So long as the individual named above remains actively employed or retained by Consulting Engineer/Architect, he/she shall perform the function of project manager on this Project.
3. Subsurface Borings & Material Testing: If tests, additional to those provided for in Exhibit A, are required for design, Consulting Engineer/Architect shall prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, shall be provided by Consulting Engineer/Architect or its subcontractors and compensated as an Additional Service, to be agreed upon on the Change Order.
4. Service By and Payment to Others: Any work authorized in writing by City and

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

5. Subcontracting of Service: Consulting Engineer/Architect shall not subcontract any of the Engineering/Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering/Architectural Services to be subcontracted and the consulting firm or person proposed to accomplish the subcontracted portion of the Project. Unless otherwise stated in the written consent to subcontracting the Engineering/Architectural Services to be performed under this Agreement, no subcontract will release or discharge the Consulting Engineer/Architect from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering/Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and provide the City with certification thereof.
6. Endorsement: Consulting Engineer/Architect shall sign and seal all final plans, specifications, estimates and engineering data furnished by him/her. Any review or approval by City of any documents prepared by the Consulting Engineer/Architect, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer/Architect of its responsibility for the accuracy, adequacy, fitness,

suitability and coordination of its work.

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

SECTION IV - CITY OF BASEHOR RESPONSIBILITIES

1. Communication: City shall provide to Consulting Engineer/Architect information and criteria regarding City's requirements for the Project; examine and timely respond to Consulting Engineer/Architect's submissions; and give written notice to Consulting Engineer/Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering/Architectural Services.
2. Access: City will provide access for Consulting Engineer/Architect to enter public property, and private property when the City has authority to provide access.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as City's responsibility.
4. Program and Budget: City shall provide full information, including a program which shall set forth City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.
5. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer/Architect, with authority to transmit instructions and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

completed at the date of termination.

If City defaults on its obligation under this Agreement, Consulting Engineer/Architect must give written notice to the City and give the City an opportunity to cure. If the City does not cure within ten (10) days, Consulting Engineer/Architect is entitled to terminate this Agreement by providing ten (10) days' written notice.

2. Termination for Cause: If this Agreement is terminated by the City for cause, after notice to Consulting Engineer/Architect, City may take over the Engineering/Architectural Services and prosecute same to completion, by contract or otherwise. When Consulting Engineer/Architect's services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer/Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer/Architect shall not release Consulting Engineer/Architect from liability.
3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer/Architect for all Engineering/Architectural Services completed to date of its receipt of the termination notice and any additional Engineering/Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer/Architect, City shall compensate Consulting Engineer/Architect for the reasonable cost of Engineering/Architectural Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer/Architect including but not limited to its rights to sue for damages.
5. Incomplete Documents: Neither Consulting Engineer/Architect, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer/Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and Consulting Engineer/Architect agree that disputes relative to the Project should

first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer/Architect shall proceed with the Engineering/Architectural Services as per this Agreement as if no dispute existed. The City shall withhold 10% of the monthly billing until the dispute is resolved, and shall continue to make the remainder of the payment for Consulting Engineer's/Architect's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ENGINEERING/ARCHITECTURAL DOCUMENTS

All engineering/architectural documents prepared in connection with this Project shall be the property of the Consulting Engineer/Architect, whether the Project for which they are made is executed or not, however, the Consulting Engineer/Architect will provide City a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer/Architect's copyrighted instruments, and Consulting Engineer/Architect at his/her option may so identify them by appropriate markings. Provided that Consulting Engineer/Architect is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consulting Engineer/Architect, however, such reuse without written verification or adaptation by Consulting Engineer/Architect for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Consulting Engineer/Architect whatsoever. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General

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

2. Notice of Claim Reduction of Policy Limits

The Consulting Engineer/Architect, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details

thereof, including an estimate of the amount of loss or liability.

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

3. General Liability

Limits -

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

Policy MUST include the following conditions:

- a. Commercial General Form
- b. Explosion, Collapse & Underground
- c. Broad Form Contractual / Contractually Assumed Liability
- d. Independent Contractors
- e. Broad Form Property Damage
- f. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- g. Name City of Basehor as "Additional Insured"**

4. Automobile Liability

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

Limits -

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

Same as General Liability

Policy MUST include the following condition:

Name City of Basehor as "Additional Insured"

5. Workers' Compensation

This insurance shall protect the Consulting Engineer/Architect against all claims under applicable state workers' compensation laws. The Consulting

Engineer/Architect shall also be protected against claims for injury, disease or death of its employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

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

6. Professional Liability

The Consulting Engineer/Architect shall maintain throughout the duration of this Contract and for a three (3) year period thereafter, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate.

7. Industry Ratings

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

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

OR

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

8. Subconsultants' Insurance

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

- a. Cover all subconsultant in its insurance policies, or
- b. Require each subconsultant not so covered to secure insurance which will protect subconsultant against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consulting Engineer/Architect shall indemnify and hold harmless the City as to damages, liabilities or costs, including reasonable attorney's fees, to the extent arising out of the acts or omissions of its subconsultants.

E. INDEMNITY

1. Definition: For purposes of indemnification requirements, the term "Loss" shall

have the meaning set forth as follows:

"Loss" means damage, liability or costs, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), for injury, including death, to person or persons or damages to or Loss of, property of person, firm or corporation, including the parties hereto, which to the extent arise out of or are connected with, negligent acts, errors or omissions of Consulting Engineer/Architect whether arising before or after the completion of the Engineering/Architectural Services required hereunder.

2. Indemnity: For purposes of this Agreement, Consulting Engineer/Architect hereby agrees to indemnify, defend and hold harmless the City and its employees and agents from damages or alleged damages caused or incurred as a result of the negligence or other fault of the Consulting Engineer/Architect, its affiliates, subsidiaries, employees, agents and subconsultants and their respective servants, agents and employees.

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

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

F. AFFIRMATIVE ACTION/OTHER LAWS

1. During the performance of this Agreement, the Consulting Engineer/Architect agrees that:
 - a. Consulting Engineer/Architect shall observe the provisions of the Kansas

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

- b. in all solicitations or advertisements for employees, the Consulting Engineer/Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- c. if the Consulting Engineer/Architect fails to comply with the manner in which the Consulting Engineer/Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. if the Consulting Engineer/Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and
- e. the Consulting Engineer/Architect shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

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

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

2. The Consulting Engineer/Architect further agrees that the Consulting Engineer/Architect shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW

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

I. ASSIGNMENT OF AGREEMENT

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

J. THIRD PARTY BENEFICIARIES

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.

K. INDEPENDENT CONTRACTOR

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

L. WORK DELIVERABLE FORMAT

1. Project Drawings: Project drawings which are developed by Consulting Engineer/Architect through the use of a Computer Aided Drafting (CAD) System shall be made available to City by providing a Microsoft compatible compact disc. However, due to the potential that the information set forth on the electronic media (disk) can be modified by City, or City consultants, unintentionally or otherwise, Consulting Engineer/Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. For documentation purposes, two sets of an original electronic media (disk) and two (11" x 17" size or larger) duplicate hard copy sets will be prepared. One set will be given to City and one set will be retained by

Consulting Engineer/Architect. If City provides such electronic media (disk) to others for any purpose, City shall require the electronic media (disk) to be returned to City upon completion of such use. City recognizes that use of such electronic media (disk) will be at City's sole risk and without any liability risk or legal exposure by Consulting Engineer/Architect.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a Microsoft compatible compact disc.
3. "Record" Drawings: Following construction, City will provide copies of changes and alterations made in the field during construction to Consulting Engineer/Architect to provide "record" drawings, unless Consulting Engineer/Architect has provided a floppy disk to City on which City can make changes. Consulting Engineer/Architect has the right to rely on the information provided by the City in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES

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

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

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

N. COVENANT AGAINST CONTINGENT FEES

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

O. COMPLIANCE WITH LAWS

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

P. TITLES, SUBHEADS AND CAPITALIZATION

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

Q. SEVERABILITY CLAUSE

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this _____ day of _____ 2012.

Affinis Corporation

By:



Authorized Signatory

Michael P. McKenna
Executive Vice President

CITY OF BASEHOR, KANSAS

David Bruer
Mayor

ATTEST:

Corey Swisher

City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano
City Attorney

EXHIBIT A
Basic Services and Other Matters

Scope of project: This project includes design, plans, and specifications to be used for construction of a **standard three-lane, collector street on 158th Street from US 24/40 to north of Wolf Creek Parkway and on 155th Street from US 24/40 Highway to the north of Wolf Creek Parkway, approximately 1,750 feet total**. These streets shall be combined with the Wolf Creek Parkway from 158th Street to 155th Street improvement project and shall be bid as one project.

General Design Requirements

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

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

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

Task I. Preliminary Design

1.01 Data Collection.

- A. Attend pre-design meeting.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Develop detailed design schedule. Submit copy to City. Include at least the following benchmarks:
 1. Survey complete.
 2. Data collection complete.
 3. Preliminary plans complete.
 4. Preliminary plans to all utilities.
 5. Field check complete.
 6. Legal descriptions to City.
 7. Public meeting.
 8. All other agency permit applications submitted.
 9. Final plans submitted for review.
 10. Project ready for bid.

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

E. Field data collection:

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

F. Ownership and abutting property information:

1. Secure plats
2. Obtain ownership information for 16 properties along the project corridor. The City shall approve the title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.
3. Collect record drawings on abutting projects and subdivisions.

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

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

I. Analyze the storm drainage needs along the project.

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

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

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

A. Develop preliminary plans:

1. Cover sheet.
2. Typical sections.
3. Pavement design
4. Subsurface drainage design
5. Surface drainage design
 - a. Drainage area maps.
 - b. Pavement spread calculations.
 - c. Inlet and other structure design calculations.
 - d. Hydraulic grade calculations.
6. Plan and Profile sheets
 - a. Plan scale =**1:20**
 - b. Profile scale H =**1:20**; V =**1:5**
7. Length of tapers and storage lanes for turn lanes.
8. Driveway profiles
9. Preliminary traffic control for construction plan sheets.
10. Preliminary street lighting.
 - a. Pole locations.
 - b. Define design parameters.
11. Traffic signal layout and design for 155th Street and US 24/40 intersection.
12. Preliminary pavement marking and signing.
13. Property lines and owner information.
14. Cross sections every 25 feet
15. Preliminary retaining wall elevation views as required.

- 1.03** Submit preliminary plans to the City and KDOT for review.
- 1.04** Submit preliminary plans to utility companies for their use in preparing for relocations.
- 1.05** Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency.
- 1.06** Submit preliminary plans and opinion of probable cost to City and KDOT for review.
- 1.07** Communicate with the City not less than bi-weekly as necessary in connection with such preliminary work. A total of eight (8) meetings are estimated.
- 1.08** Field Check to be performed with representatives of the Consulting Engineer, City, and KDOT at the project site with appropriate detailed plans.
- 1.09** Right-of-way and easements.

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

1. Furnish legal descriptions sealed by an RLS licensed in the state of

Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word 7.0.

2. Furnish necessary title information.
3. Maps and sketches as follows:
 - a. Plan and profile pages showing all proposed takings.
 - b. Individual drawings of takings for each ownership including:
 - (1) Title block.
 - (2) Ownership boundaries.
 - (3) Existing rights-of-ways and easements.
 - (4) Proposed takings identified with text and graphically.
 - (5) Legend for taking type.
 - (6) Graphical scale and north arrow.
 - (7) Ownership information.
 - (8) Legal description of all takings.

B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements prior to acquisition as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. A maximum of 18 hours for a 2-person survey crew shall be included.

1.10 Public Information:

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

1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
2. Have persons available to explain the proposed work and to answer questions.

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

1.11 Permitting.

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

1. Leavenworth County.
2. State including but not limited to:
 - a. Kansas Division of Water Resources (KDWR) – Water Structures Permit
 - b. Kansas Department of Health and Environment (KDHE) – Land Disturbance Permit (NPDES)

Any additional permits or clearances, such as Section 4(f) Evaluation, Phase I Environmental or Historical/Cultural Surveys, and FEMA Map Revisions, are not

anticipated and therefore are not considered part of the Basic Scope of Services and shall be compensated as Extra Work as stipulated in Section II of this agreement. This scope assumes the project can be constructed under a USACE Nationwide Permit (NWP). An individual permit is not considered part of the Basic Scope of Services and shall be compensated as Extra Work as stipulated in Section II of this agreement.

1.12 Environmental Analysis

A. Prepare the necessary plans and applications for submission and approval of a Categorical Exclusion. Any other environmental analyses, such as an Environmental Assessment, Environmental Impact Study or Wetlands Analysis, are not anticipated and therefore are not considered part of the Basic Scope of Services and shall be compensated as Extra Work as stipulated in Section II of this agreement.

Task II. Final Design

2.01 Prepare detailed plans and specifications.

A. Cover sheet.

B. Typical sections.

C. Pavement design

D. Subsurface drainage design

E. Surface drainage design

1. Drainage area maps.

2. Pavement spread calculations.

3. Inlet and other structure design calculations.

F. Plan and Profile sheets

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

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

G. Length of tapers and storage lengths for turn lanes

H. Intersection details.

I. Driveway profiles.

J. Street lighting.

1. Pole locations.

2. Design parameters.

3. Circuit information with includes control center locations.

K. Traffic signal plans and details.

L. Pavement marking and signing.

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

N. Property lines and owner information.

- O. Cross sections every 25 feet
- P. Retaining wall elevation views as required.
- Q. Traffic control plan and construction phasing including detour routing for each phase of the project.
- R. Location of existing utilities and underground facilities.
- S. Stormwater Pollution Prevention Plan (SWPP), including erosion and sediment control plans.
- T. Sanitary sewer plans.
- U. Project manual and technical specifications.
- 2.02** Schedule and attend utility coordination meetings as required. Add to preliminary plans.
- 2.03** Prepare a detailed opinion of probable cost.
 - A. Include an appropriate contingency.
 - B. Estimate time required to complete construction.
 - C. Provide input to the City regarding forms for:
 - 1. Proposals
 - 2. Construction contracts.
 - 3. Bonds.
- 2.04** Submit final plans to the City and KDOT for review.
- 2.05** At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format and the bid documents in PDF format.
- 2.06** Furnish 5 copies of detailed plans and specifications.
 - A. Plan sets will be prepared in:
 - 1. 3 full size (22" x 34")
 - 2. 2 half size (11"x 17")
 - B. These plans are to be furnished at no additional cost, and are separate from those sold to prospective bidders.
- 2.07** Communicate with City not less than bi-weekly as necessary during preparation of detailed plans. A total of six (6) meetings are estimated.

Task III. Bidding

- 3.01** Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling.
- 3.02** Attend bid letting.
- 3.03** Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- 3.04** Consult with and advise the City as to the acceptability of subcontractors and

others proposed to do work by the general contractor.

- 3.05 Prepare written addenda to the bidding documents as required and or requested.
- 3.06 Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 3.07 Prepare a bid tabulation in printed and MS Excel format.
- 3.08 Arrange for, attend, and prepare meeting minutes for a pre-bid conference.
- 3.09 Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

Task IV. Construction Services

- 4.01 Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City of Basehor.
- 4.02 Review shop drawings and be available for consultation with the City during construction.
- 4.03 Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- 4.04 Prepare final record drawings which reflect:
 - A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field by City representatives and are marked on the construction plan set.
 - D. Submit updated CAD drawings and TIFF images of the revised sheets.
- 4.05 Attend weekly construction progress meetings as directed by the City.
- 4.06 Provide the City with Before and After pictures of the project in printed and digital format.

Schedule:

The Consultant shall have construction documents for Wolf Creek Parkway (158th Street to 155th Street), 158th Street (US 24/40 to north of Wolf Creek Parkway) and 155th Street (US 24/40 to north of Wolf Creek Parkway) completed by April 1, 2013. The construction documents shall be submitted to KDOT for approval to advertise for bid. A detailed schedule is shown in Exhibit C.

EXHIBIT B

PROJECT ESTIMATING SHEET										DATE: 12/28/2012	
158th Street (US 2440) to North of Wolf Creek Parkway										Client: Sasaki, Kansas	
158th Street (US 2440) to North of Wolf Creek Parkway										Prepared by: JEL/ABP	
Supplement to Wolf Creek Parkway Improvements										Project: 158-ABP	
Bessart, Kansas											
TASKS	SR PROJ MANAGER	ENR PROJ ENGINEER	DESIGN TECH	CD	CLERICAL	REG-LAND SURVEYOR	SRVEY CREW	LABOR COSTS	OTHER/UNDEVELOPED COSTS	TOTAL FEE	
	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	
1. PRELIMINARY DESIGN											
141. Item Collection	4							1,000.00		1,000.00	
A. Pre-construction meeting								1,000.00		1,000.00	
B. Prepare design information/requirements								2,000.00		2,000.00	
C. Project schedule								700.00		700.00	
D. Contracts, WEDOT & CCA								900.00		900.00	
E. Field conditions (Item 146)								500.00		500.00	
F. Property information								2,100.00		2,100.00	
G. Geotechnical investigation								1,000.00		1,000.00	
H. Construction materials								1,100.00		1,100.00	
I. Soil compaction studies								1,100.00		1,100.00	
J. Soil collection and testing								900.00		900.00	
K. Surveying								1,000.00		1,000.00	
L. Surveying/photogrammetry								1,000.00		1,000.00	
M. Construction materials								1,000.00		1,000.00	
N. Construction materials								1,000.00		1,000.00	
O. Construction materials								1,000.00		1,000.00	
P. Construction materials								1,000.00		1,000.00	
142. Submittal preparation								1,000.00		1,000.00	
A. Submittal preparation								1,000.00		1,000.00	
B. Submittal preparation								1,000.00		1,000.00	
C. Submittal preparation								1,000.00		1,000.00	
D. Submittal preparation								1,000.00		1,000.00	
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P. Submittal preparation								1,000.00		1,000.00	
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K. Construction administration								1,000.00		1,000.00	

PROJECT ESTIMATING SHEET										DMS: 2/28/2012		
15th Street (US 2440 to north of Wolf Creek Parkway)										Client: Bessiter, Kansas		
15th Street (US 2440 to north of Wolf Creek Parkway)										Prepared by: KE LABE		
(Supplement to Wolf Creek Parkway Improvements)												
Bessiter, Kansas												
TASKS	SR PROJ MANAGER	TRAFFIC ENGINEER	SR PROJ ENGINEER	DESIGN TECH	CAD TECH	CLERICAL	REG. LAND SURVEYOR	SURVEY TECH	SURVEY CREW	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL FEE
K. Traffic signal	\$765.00	\$765.00	\$138.00	\$100.00		\$70.00	\$138.00	\$77.50	\$555.00	\$ 1,105.00		\$ 1,105.00
L. Pavement maintenance		4			10					\$ 1,900.00		\$ 1,900.00
M. Erection & proposed #4					16							\$ 1,900.00
N. Proposals and cost estimation				20								\$ 4,170.00
O. Construction (P. #4)										\$ 2,200.00		\$ 2,200.00
P. Submitting final specifications										\$ 2,200.00		\$ 2,200.00
Q. Review and construction permit										\$ 2,200.00		\$ 2,200.00
R. Submitting										\$ 2,200.00		\$ 2,200.00
S. Strip plan										\$ 2,200.00		\$ 2,200.00
T. Strip plan										\$ 2,200.00		\$ 2,200.00
U. Project plan										\$ 2,200.00		\$ 2,200.00
V. Utility coordination and plan submittal										\$ 2,200.00		\$ 2,200.00
2.02 Final OPRC										\$ 2,200.00		\$ 2,200.00
2.03 Plan submittal to City & KDOT										\$ 2,200.00		\$ 2,200.00
2.05 Provide CAD and PDF files of bid documents										\$ 2,200.00		\$ 2,200.00
2.06 Provide hard copies of bid documents (P)										\$ 2,200.00		\$ 2,200.00
2.07 Bi-weekly coordination with City (P)										\$ 2,200.00		\$ 2,200.00
Taskill - Subtotal hours	29	16	16	24	156	35	0	0	0	\$ 385,750.00		\$ 385,750.00
Taskill - Subtotal cost	\$1,776.00	\$1,155.00	\$1,173.00	\$1,044.00	\$75,140.00	\$1,050.00	\$0.00	\$0.00	\$0.00	\$ 980.00		\$ 46,910.00
II. BIDDINGS												
3.01 Prepare bid documents to bidders										\$ 200.00		\$ 200.00
3.02 Attend bid opening										\$ 240.00		\$ 240.00
3.03 Construction pricing										\$ 2,285.00		\$ 2,285.00
3.04 Review/submit to award										\$ 285.00		\$ 285.00
3.05 Prepare addenda										\$ 1,100.00		\$ 1,100.00
3.06 Analyze bids and provide recommendation										\$ 570.00		\$ 570.00
3.07 Bid submittal										\$ 200.00		\$ 200.00
3.08 Pre-bid conference										\$ 1,140.00		\$ 1,140.00
3.09 Pre-construction conference										\$ 1,140.00		\$ 1,140.00
Taskill - Subtotal hours	14	0	0	0	0	0	0	0	0	\$ 7,550.00		\$ 7,550.00
Taskill - Subtotal cost	\$2,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 7,550.00		\$ 7,550.00
IV. CONSTRUCTION SERVICES												
4.01 Construction Coordination										\$ 3,820.00		\$ 3,820.00
4.02 Shop drawings review										\$ 2,000.00		\$ 2,000.00
4.03 Site review										\$ 2,935.00		\$ 2,935.00
4.04 Review drawings										\$ 2,935.00		\$ 2,935.00
4.05 Progress meetings (weekly, assume 11 hrs)										\$ 1,600.00		\$ 1,600.00
4.06 Progress photographs										\$ 240.00		\$ 240.00
Taskill - Subtotal hours	5	0	0	0	0	0	0	0	0	\$ 76,260.00		\$ 76,260.00
Taskill - Subtotal cost	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 76,260.00		\$ 76,260.00
Grand Total - Hours	85	44	351	497	636	39	66	69	54	\$184,608		\$195,446
Grand Total - Cost	\$14,190.00	\$7,260.00	\$42,120.00	\$48,000.00	\$27,730.00	\$4,445.00	\$0.00	\$4,572.50	\$0.00	\$1,184,608		\$1,954,446
	\$14,190.00	\$7,260.00	\$42,120.00	\$48,000.00	\$27,730.00	\$4,445.00	\$0.00	\$4,572.50	\$0.00	\$1,184,608		\$1,954,446



EXHIBIT C



City of Basehor, Kansas
Wolf Creek Parkway (158th Street to 155th Street)
158th Street (US 24/40 Highway to north of Wolf Creek Parkway)
155th Street (US 24/40 Highway to north of Wolf Creek Parkway)

Rev. April 18, 2012

Task	Proposed Project Schedule																				
	2012			2013			2014														
	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	
Notice to Proceed	*																				
Public meeting	*																				
Field surveys & base map																					
Preliminary/Field check plans																					
KDOT review																					
Public meeting					*																
Office check plans																					
KDOT review							6 wks														
Easement documents																					
Easement acquisition																					
Utility coordination																					
Public meeting										*											
Utility relocation																					
Final Plans																					
KDOT review																					
Bid Plans/Documents																					
KDOT Advetise/Bidding Approval																					
Advertise/Bidding																					
Award to contractor																					
Public meeting																					
KDOT fiscal year	2012			2013			2014														

Legend

- City
- KDOT
- Affinis
- Utility

* Meeting date (approx.)

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 3

Topic: Preliminary Plat for Pinehurst North Fourth Plat.

Action Requested: Consider the Preliminary Plat for Pinehurst North Fourth Plat.

Narrative:

The proposed Preliminary Plat is a replat of the Pinehurst North and Pinehurst North Second Plat. The proposed plat is located on the north side of Pinehurst Drive, between 158th and 155th Street. The subject plat divides 1 lot to create 2 larger lots that abut the divided lot.

April 3, 2012, the Planning Commission conducted a public hearing and approved (4-0) the preliminary plat.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:

Staff recommends approving the Preliminary Plat for Pinehurst North Fourth Plat.

Committee Recommendation:

Attachments:

5.1.12 Staff Report (9 pages)

Projector needed for this item? No

Staff Report

Date: May 1, 2012

Subject: Consider the Preliminary Plat for Pinehurst North Fourth Plat , submitted by Community National Bank on the following described property:

All of Lot C-13 as platted in Pinehurst North and all of Lot C-11 and C-12 as platted in Pinehurst North Second Plat, both subdivisions in the City of Basehor, Leavenworth County, Kansas also being in the Northwest One-Quarter of Section 11, Township 11 South, Range 22 East.

GENERAL INFORMATION

Applicant: Community National Bank

Owner: Community National Bank

Address: 15718 Pinehurst Drive
Basehor, KS 66007

Engineer: Schlagel & Associates, P.A.

SITE INFORMATION

Location: North of Pinehurst Drive between 158th and 155th Street.
Current Zoning: "CP-2" General Business District.
Future Land Use Map: See below.

STAFF ANALYSIS

Background

The proposed plat is located on the north side of Pinehurst Drive, between 158th and 155th Street. The subject plat divides Lot C-12, which will create larger lots that abut Lot C-12. The two (2) lots being proposed are Lot C-18 (0.84 acres or 36,985 SF) and Lot C-19 (1.45 acres or 63,063 SF). Existing Lots C-13 and C-12 are vacant. A shopping center is located in Lot C-11.

Surrounding Property

The proposed plat is surrounded by lots zoned "CP-2" Commercial. The surrounding lots abut US 24/40 and Pinehurst Drive. The average lot size between US 24/40 and Pinehurst Drive near the subject plat is 1.54 acres.

Adjacent Property

	<u>Zoning</u>	<u>Use</u>
North:	"CP-2"	Commercial
South:	"CP-2"	Commercial
East:	"CP-2"	Commercial
West:	"CP-2"	Commercial

Traffic Impact

Access to the proposed plat will be thru Pinehurst Drive. The proposed plat will not have any impact to Pinehurst Drive.

Stormwater Management

Stormwater infrastructure for the plat is in place with the existing plat. The proposed plat will have no impacts to the existing stormwater infrastructure.

Utilities

No new utilities will be proposed with the subject plat.

Comprehensive Plan/Zoning

The property is zoned "CP-2" Commercial District. Per the Comprehensive Plan, the area is designated to be commercial. The proposed plat meets the Comprehensive Plan.

Preliminary Plat Contents

a.

1. **The name of the proposed subdivision.** Provided within the submitted plat.
2. **Location of the subdivision by reference to a section corner.** Provided within the submitted plat.
3. **The name(s) and address(s) of the owner(s)/developer(s) and the licensed land surveyor who prepared the plot.** Provided within the submitted plat.
4. **North arrow.** Provided within the submitted plat.
5. **Date prepared and scale of the drawing.** Provided within the submitted plat.
6. **The legal description of the property.** Provided within the submitted plat.

b.

1. **All of the land to be platted as well as all platted or unplatted adjacent properties within 1,000 feet shall be shown.** This is not shown.
2. **Existing contours with the contour intervals not more than 2 feet.** This is not provided due to the plat being already platted with stormwater infrastructure in place.
3. **The location, width, and names of all existing platted or private ways within or adjacent to the tract, together with easements, railroad and utility right-of-way, parks and other significant features such as city limit lines and survey monuments.** This is provided.
4. **Environmental features.** The proposed plat is not within the 100-yr flood plain.
5. **All airports, sanitary landfills, feedlots, or other similar uses located within two miles of the proposed plat shall be shown on a vicinity map.** This is not shown.

c.

1. **Layout and names of streets with general dimensions and appropriate grades shall be shown.** This is provided.
2. **Intended layout, numbers and dimensions of lots.** Provided within the plat.
3. **Parcels of land intended to be dedicated or reserved for parks, schools, or other public uses, or to be reserved for the use of property owners with the subdivision.** This is provided within the submitted plat.
4. **Location and type of utilities to be installed.** Utilities are already constructed.
5. **Utility and other easements indicating width and purpose.** This is provided.
6. **A statement or other indication of phasing of the development and an appropriate timetable if applicable.** Not applicable.

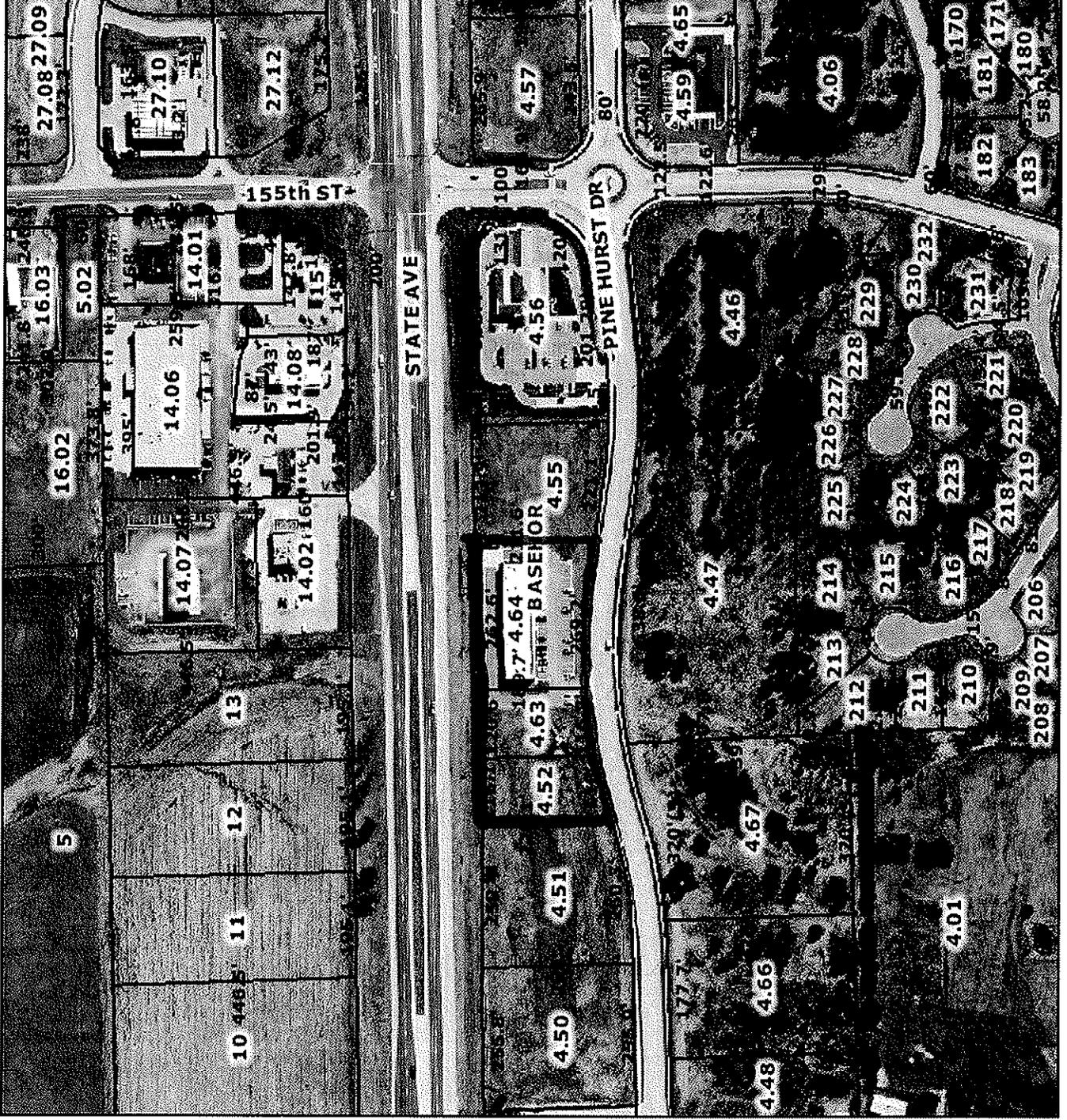
7. **Vicinity sketch with indicates the relationship between the proposed subdivision and surrounding properties within 1,000 feet, showing streets and other features.**
This is not provided.

d.

1. **The names and addresses of all owners of property within 1,000 feet of the proposed platted area. The applicant may submit the same list of owners of property within 1,000 feet submitted for the zoning application.** This has been submitted by the applicant.
2. **For subdivisions proposed to contain single family development, the minimum dwelling size shall be met.** Single Family development is not being proposed.

Recommendation by Planning Staff

April 3, 2012, the Planning Commission conducted a public hearing and approved (4-0) the preliminary plat. Staff recommends approval of the preliminary plat.



Leavenworth County,
KS

Map Scale
1 inch = 268 feet

Overview



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

Affidavit in Proof of Publication

STATE OF KANSAS
Leavenworth County

(Published in the Basehor Sentinel, Thursday, March 8, 2012)

PUBLIC HEARING NOTICE
CITY OF BASEHOR
PLANNING COMMISSION

Erika Gray of the Legal Dept. of the Basehor Sentinel being first duly sworn, deposes and says:

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas, will hold a public hearing on Tuesday, April 3, 2012, at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas, to consider Pinehurst North Fourth Final Plat submitted by Community National Bank. The proposed plat is located on the north side of Pinehurst Drive between 155th Street and 158th Street. The property description is:

That this weekly newspaper printed in the State of Kansas, and published in and of general circulation in Leavenworth County, Kansas, with a general paid circulation on a weekly basis in Leavenworth County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Basehor Sentinel

All of Lot C-13 as platted in Pinehurst North and all of Lot C-11 and C-12 as platted in Pinehurst North Second Plat, both subdivisions in the City of Basehor, Leavenworth County, Kansas, also beginning in the Northwest One-Quarter of Section 11, Township 11 South, Range 22 East.

Said newspaper is published weekly 52 weeks a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice and been admitted at the post office of Basehor in said County as second class matter.

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Mitch Peak, City Engineer at 913-724-1370.

PLANNING COMMISSION
CITY OF BASEHOR, KANSAS

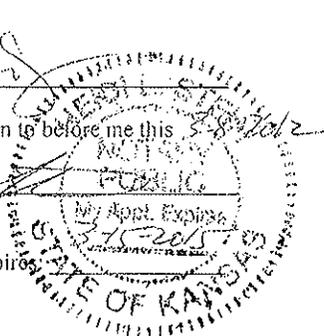
That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks the first publication thereof being made as aforesaid on 03/08/2012 with publications being made on the following dates:

03/08/2012

Subscribed and sworn to before me this 5-8-2012

Notary Public

My Appointment expires



Publication Charges	\$39.00
Notary And Affidavit	\$0.00
Additional Copies	\$0.00
	<u>\$39.00</u>

CITY OF BASEHOR

Planning & Zoning Department
 2620 N. 155th Street, PO Box 406, Basehor, KS 66007
 Phone: 913-724-1370 Fax: 913-724-3388
 www.basehor.org



APPLICATION FORM

Project Name & Description Pinehurst North Fourth Plat		Total Site Acreage	Present Zoning CP-2
Legal Description (May be attached as separate sheet) All of Lot C13 as platted in Pinehurst North and all of Lot C-12 as platted in Pinehurst North Second Plat		Proposed Zoning CP-2	
Project Address / General Location No Address Assignment - 00000 Pinehurst Drive		Presubmittal Date	
Parcel ID Number (CAMA Number) 1811100000004520 and 1811100000004630		Floor Area Classification	
Property Owner Name Community National Bank, N.A.	Phone (913) 724-3517 X 121	Fax n/a	
Property Owner Address 15718 Pinehurst Drive	City Basehor	State KS	Zip 66007
Applicant's Name (if different from above) Dean Weddum, Bank President	Phone 913-724-9901	Fax 913-724-9988	
Applicant's Address P.O. Box 437	City Basehor	State KS	Zip 66007
Applicant's mobile phone n/a	Property Owner and/or Applicant's E-mail address DWeddum@communitynationalbank.net		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input checked="" type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION	
Existing Use <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____	
Proposed Use <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other _____	

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area 48,630.71 100,047.69	Existing Floor Area n/a	Existing Building Footprint n/a	Open Space Area n/a
No. of Buildings	Proposed Floor Area n/a	Proposed Building Footprint n/a	Pavement Coverage n/a

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots 1	Maximum Lot Size 63062.82	Minimum Lot Size 36984.87	Average Lot Size 50023.85

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

X Signature _____ Date _____	Office Use Only <input type="checkbox"/> Filing Fee \$ _____ <input type="checkbox"/> Received by _____ <input type="checkbox"/> # of Plans _____ <input type="checkbox"/> Attached Legal Description <input type="checkbox"/> Property Ownership List
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City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 4

Topic: Final Plat for Pinehurst North Fourth Plat.

Action Requested: Consider the Final Plat for Pinehurst North Fourth Plat.

Narrative:

The proposed final plat is a replat of the Pinehurst North and Pinehurst North Second Plat. The proposed plat is located on the north side of Pinehurst Drive, between 158th and 155th Street. The subject plat divides 1 lot to create 2 larger lots that abut the divided lot.

April 3, 2012, the Planning Commission approved (4-0) the final plat with the following conditions:

1. City Council approves the preliminary plat.
2. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.
3. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
4. An ingress/egress access easement shall be provided on the west lot line of Lot C-18.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:

Staff recommends approving the Final Plat for Pinehurst North Fourth Plat with the Planning Commission's conditions.

Committee Recommendation:

Attachments:

5.1.12 Staff Report (9 pages)

Projector needed for this item? No

Staff Report

Date: May 1, 2012

Subject: Consider the Final Plat for Pinehurst North Fourth Plat , submitted by Community National Bank on the following described property:

All of Lot C-13 as platted in Pinehurst North and all of Lot C-11 and C-12 as platted in Pinehurst North Second Plat, both subdivisions in the City of Basehor, Leavenworth County, Kansas also being in the Northwest One-Quarter of Section 11, Township 11 South, Range 22 East.

GENERAL INFORMATION

Applicant: Community National Bank

Owner: Community National Bank

Address: 15718 Pinehurst Drive
Basehor, KS 66007

Engineer: Schlagel & Associates, P.A.

SITE INFORMATION

Location: North of Pinehurst Drive between 158th and 155th Street.

Current Zoning: "CP-2" General Business District.

Future Land Use Map: See below.

STAFF ANALYSIS

Site Characteristics:

The proposed plat is located on the north side of Pinehurst Drive, between 158th and 155th Street. The subject plat divides Lot C-12 and will create larger abutting lots. The two (2) lots being proposed are Lot C-18 (0.84 acres or 36,985 SF) and Lot C-19 (1.45 acres or 63,063 SF). Existing Lots C-13 and C-12 are vacant. A shopping center is located in Lot C-11.

Character of Neighborhood:

The proposed plat is surrounded by lots zoned "CP-2" Commercial. The surrounding lots abut US 24/40 and Pinehurst Drive. The average lot size between US 24/40 and Pinehurst Drive near the subject plat is 1.54 acres.

Adjacent Property:

	<u>Zoning</u>	<u>Use</u>
North:	"CP-2"	Commercial
South:	"CP-2"	Commercial
East:	"CP-2"	Commercial
West:	"CP-2"	Commercial

Conformance with the Comprehensive Plan:

The Comprehensive Plan/Future Land Use Map identifies this property as commercial.

Traffic Impact:

Access to the proposed plat will be thru Pinehurst Drive. The proposed plat will not have any impact to Pinehurst Drive.

Stormwater Management:

Stormwater infrastructure for the plat is in place with the existing plat. The proposed plat will have no impacts to the existing stormwater infrastructure.

Subdivision Regulation Requirements:

The items to be included on the final plat per the Subdivision Regulations requirements:

1. The lines and names of all proposed streets or other ways or easements, and other open spaces intended to be dedicated for public use or granted for use of inhabitants of the subdivision. **This was provided by the applicant and shown on the plat.**
2. Lines and names of all adjoining streets within 200 feet. **This is shown within the submitted plat.**
3. Metes and bounds describing the plat and the contents within the plat associated with any lots, easements, and tracts of lands. This information shall be represented in a way that any lot line can be located in the field. **This is provided within in the submitted.**
4. The location of all building setback lines. **This is provided within the submitted plat.**
5. Suitable primary control points. **This is provided within the submitted plat.**
6. Location and elevation of a permanent benchmark. **A permanent benchmark is described on the plat.**
7. The location of all permanent monuments with the distances and bearings plainly marked. **This is provided within the submitted plat.**
8. Date of preparation, title, north point, and scale shall be included with the plat. **This is provided within the submitted plat.**
9. Error of Closure. **The perimeter of the plat is under 10,000 feet. Per the subdivision regulations the error allowed is 1 ft in 10,000 ft. The error of closure for the plat is 1 ft in 152,532 ft, which is adequate.**
10. Identification system for all lots and blocks, and the area in square feet of each lot. **This is provided within the submitted plat.**
11. Certification of the land surveyor preparing the plat, seal, and signature. **This is provided within the submitted plat.**
12. Acknowledgement of a notary. **This is provided within the submitted plat.**
13. A certification of the Planning Commission showing its approval of the plat. **This is provided within the submitted plat.**
14. The approval of the City Council. **Action has not been taken.**
15. The certificate of the Register of Deeds. **This is provided.**
16. The title insurance certification showing that the proposed sub divider owns all the property within the plat and that it is free from encumbrances and liens. **The applicant has yet to submit the title insurance certification.**
17. Statement by the owner dedicating streets, rights-of-way, and sites for public use. **This is shown within the submitted plat.**
18. Such other certificates, affidavits, endorsements, or dedication as may be required by the Planning Commission in the enforcement of these Regulations. **Planning Commission approved the final plat with four conditions.**

19. Purpose for which sites, other than residential lots, are dedicated or reserved. **Not applicable.**
20. Proper margins and lettering on the sheet that contains the plat. **Margins and lettering are properly shown.**
21. Legal description of the subdivision. **This was submitted with the plat.**
22. Public improvement plans associated with the final plat. **Not applicable.**
23. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full. **Applicant has yet to submit certification by the County showing that all due or unpaid taxes have been paid in full.**
24. A copy of the homeowners association. **Not applicable.**
25. Subdivision Improvements Agreement. **Not applicable.**

Recommendation by Planning Staff

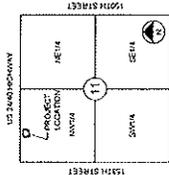
April 3, 2012, the Planning Commission approved the final plat with the following conditions:

1. City Council approves the preliminary plat.
2. Title insurance certification shall be submitted by the applicant and verified by the City Clerk.
3. Certification by the County Treasurer showing that all due or unpaid taxes have been paid in full.
4. An ingress/egress access easement shall be provided on the west lot line of Lot C-18.

Staff recommends approval of the final plat with the Planning Commission's conditions.

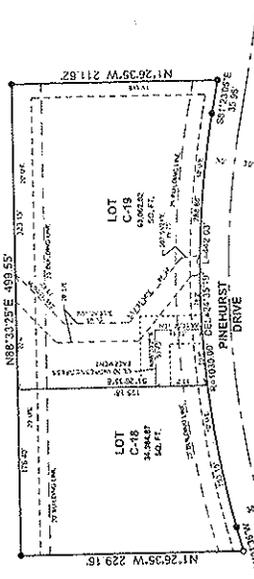
FINAL PLAT OF PINEHURST NORTH FOURTH PLAT

A REPLAT OF LOT C-13, PINEHURST NORTH (Volume 15, Page 14) AND LOT C-12, PINEHURST NORTH SECOND PLAT (Volume 16, Page 60), BOTH BEING SUBDIVISIONS IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, WITHIN SECTION 11, TOWNSHIP 11 SOUTH, RANGE 22 EAST.



SECTION 11
TOWNSHIP 11 SOUTH
RANGE 22 EAST

STATE AVENUE (US 24140 HIGHWAY)



- LEGEND:**
- EXISTING MONUMENT BENCH MARK
 - EXISTING IRON NAIL OR CAP FOUND
 - ▲ AND CONCRETE PIPES FOUND OR OTHERWISE NOTED
 - IN ASPHALT AFTER DRIVE CONSTRUCTION

BASIS OF BEARINGS:
ACCORDING TO THE PLAN OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

PRODUCT BENCHMARK:
MONUMENT BENCH MARK FOUND AT THE CORNER OF PINEHURST DRIVE AND EVANS ROAD.

ERROR OF CLOSURE FOR THE ENTIRE PLAT:
AS SHOWN ON THE PLAN, THE CLOSURE IS 0.00 FEET.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF KANSAS AND THAT I HAVE PERSONALLY EXAMINED THE PLAT AND THE FIELD NOTES AND THAT THE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David A. Rowe, Surveyor

David A. Rowe, Surveyor of Deeds, Leavenworth County, Kansas

REGISTER OF DEEDS CERTIFICATE

The date of recording of this plat is _____ 2012 A.D. at _____ 2012 A.D. and the recording fee is \$_____.
and duly recorded in volume _____ of Book 11 Page _____.

State of Kansas, Register of Deeds, Leavenworth County, Kansas

EXEMPTION

I, _____, County Clerk of Leavenworth County, Kansas, do hereby certify that the plat is exempt from recording fees under the provisions of K.S.A. 12-101(b) because it is a replat of an existing subdivision.

County Clerk of Leavenworth County, Kansas

ACKNOWLEDGEMENT

I, _____, County Clerk of Leavenworth County, Kansas, do hereby certify that the plat is exempt from recording fees under the provisions of K.S.A. 12-101(b) because it is a replat of an existing subdivision.

County Clerk of Leavenworth County, Kansas

I, _____, County Clerk of Leavenworth County, Kansas, do hereby certify that the plat is exempt from recording fees under the provisions of K.S.A. 12-101(b) because it is a replat of an existing subdivision.

County Clerk of Leavenworth County, Kansas

LEGAL DESCRIPTION:

SECTION 11, TOWNSHIP 11 SOUTH, RANGE 22 EAST, LEAVENWORTH COUNTY, KANSAS, BEING A REPLAT OF LOT C-13, PINEHURST NORTH (Volume 15, Page 14) AND LOT C-12, PINEHURST NORTH SECOND PLAT (Volume 16, Page 60), BOTH BEING SUBDIVISIONS IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS.

DEDICATIONS:

There are no dedications shown on this plat. The plat is a replat of an existing subdivision and does not create any new dedications.

There are no easements shown on this plat. The plat is a replat of an existing subdivision and does not create any new easements.

There are no covenants shown on this plat. The plat is a replat of an existing subdivision and does not create any new covenants.

RESTRICTIONS:

There are no restrictions shown on this plat. The plat is a replat of an existing subdivision and does not create any new restrictions.

APPROVALS:

APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, THIS _____ DAY OF _____, 2012.

City Engineer

City Clerk

City Clerk

APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, THIS _____ DAY OF _____, 2012.

City Engineer

City Clerk

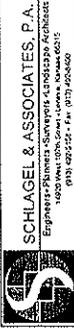
City Clerk

APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, THIS _____ DAY OF _____, 2012.

City Engineer

City Clerk

City Clerk



SCHLAGE & ASSOCIATES, P.A.
ENGINEERS AND SURVEYORS
1400 WEST 107th STREET, SUITE 100, LEAVENWORTH, KANSAS 66205
(913) 942-2222 • FAX: (913) 942-6500

DATE	08/20/11
DESIGN	DN
CHECKED	MD
REV. 01/20/12	REV. NO. 11-181
REV. 02/21/12	REV. NO. 11-181
REV. 02/21/12	REV. NO. 11-181

FINAL PLAT OF
PINEHURST NORTH THIRD PLAT
SHEET NO. 1 OF 1

REGISTER OF DEEDS
 200
 11/11/2009
 11/11/2009
 11/11/2009
 11/11/2009

FINAL PLAN OF
PINEHURST NORTH
 SECOND FLAT
 (A REPLAT AND RESUBDIVISION OF LOT C-11 AND LOT C-12, PINEHURST NORTH, AS PLATTED IN
 SECTION 11, TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE 6TH P.M., CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS)

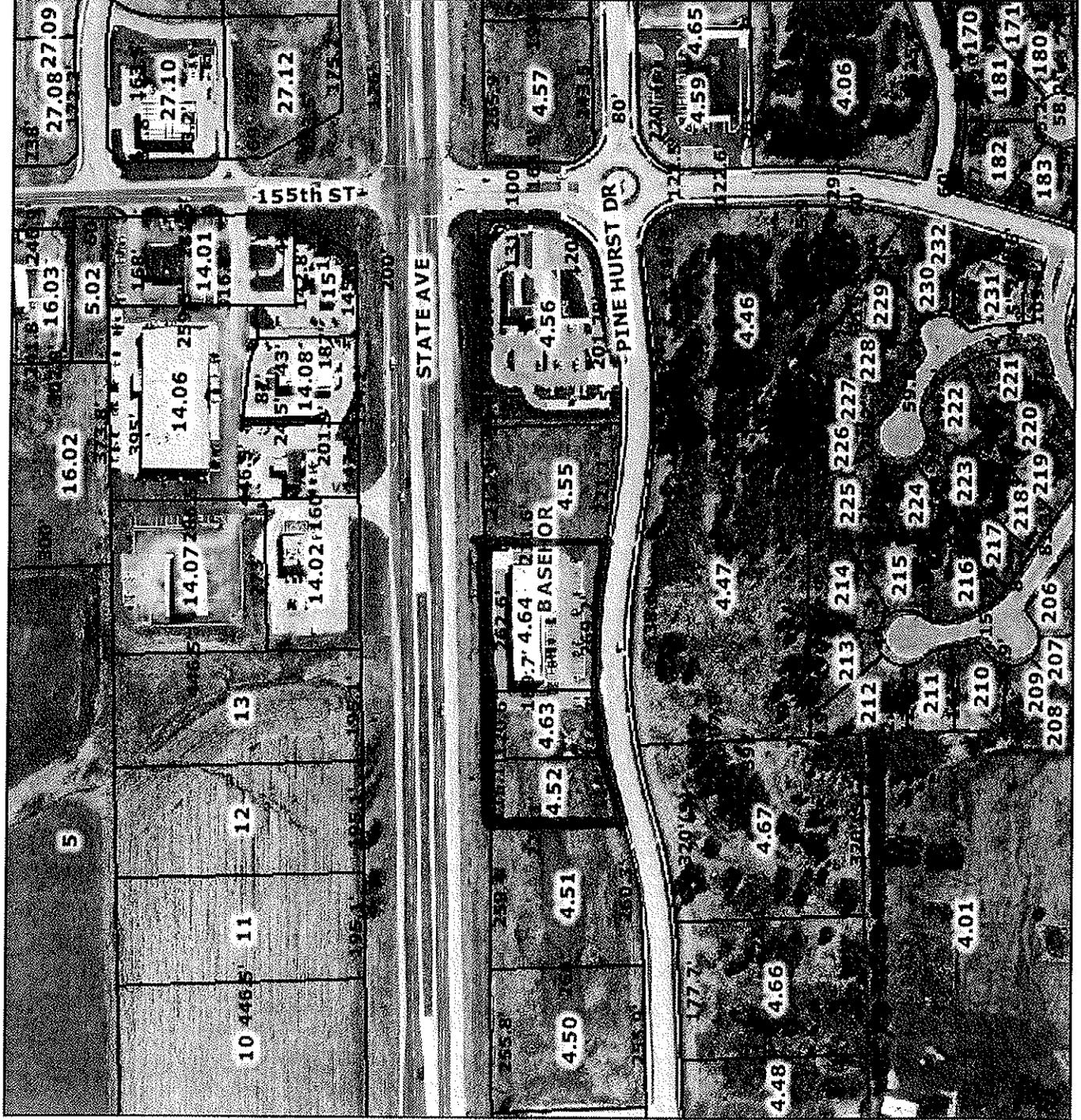
A. Replat and Resubdivision of Lot C-11 and Lot C-12, of Pinehurst North, a subdivision of land in the Northwest One-Quarter of Section 11, Township 11 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest One-Quarter of Section 11; thence South 88 degrees 24 minutes 28 seconds West, along the North line of the said Northwest One-Quarter, a distance of 1326.84 feet to the Point of Beginning; thence South 01 degree 25 minutes 25 seconds East, along the East line of said lot C-11, a distance of 511.60 feet to the Point of Beginning; thence South 01 degree 25 minutes 25 seconds East, along the East line of the above-described lot C-11, a distance of 233.25 feet to a point of beginning; thence South 88 degrees 24 minutes 28 seconds East, along the North line of the above-described lot C-11, a distance of 149.65 feet to the Southwest corner of said lot C-12; thence North 88 degrees 24 minutes 28 seconds East, along the North line of said lot C-12, a distance of 203.37 feet to the Point of Beginning; and containing 17228 square feet or thereabouts.



STATE AVENUE (US 24/AD HIGHWAY)
 PINEHURST DRIVE
 LOT C-11
 LOT C-12
 LOT C-10
 LOT C-13

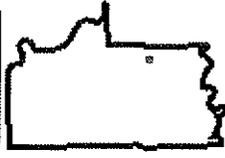
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Leavenworth County,
KS

Map Scale
1 inch = 268 feet

Overview



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

Affidavit in Proof of Publication

STATE OF KANSAS
Leavenworth County

(Published in the Basehor Sentinel, Thursday, March 8, 2012)

PUBLIC HEARING NOTICE
CITY OF BASEHOR
PLANNING COMMISSION

Erika Gray of the Legal Dept. of the Basehor Sentinel being first duly sworn, deposes and says:

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas, will hold a public hearing on Tuesday, April 3, 2012, at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas, to consider Pinehurst North Fourth Final Plat submitted by Community National Bank. The proposed plat is located on the north side of Pinehurst Drive between 155th Street and 158th Street. The property description is:

That this weekly newspaper printed in the State of Kansas, and published in and of general circulation in Leavenworth County, Kansas, with a general paid circulation on a weekly basis in Leavenworth County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Basehor Sentinel

All of Lot C-13 as platted in Pinehurst North and all of Lot C-11 and C-12 as platted in Pinehurst North Second Plat, both subdivisions in the City of Basehor, Leavenworth County, Kansas, also beginning in the Northwest One-Quarter of Section 11, Township 11 South, Range 22 East.

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Mitch Pleak, City Engineer at 913-724-1370.

Said newspaper is published weekly 52 weeks a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice and been admitted at the post office of Basehor in said County as second class matter.

PLANNING COMMISSION
CITY OF BASEHOR, KANSAS

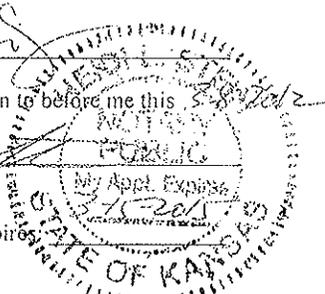
That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks the first publication thereof being made as aforesaid on 03/08/2012 with publications being made on the following dates:

03/08/2012

Subscribed and sworn to before me this 5th day of March 2012

[Signature]
Notary Public

My Appointment expires



Publication Charges	\$39.00
Notary And Affidavit	\$0.00
Additional Copies	\$0.00
	<hr/>
	\$39.00

CITY OF BASEHOR

Planning & Zoning Department
 2620 N. 155th Street, PO Box 406, Basehor, KS 66007
 Phone: 913-724-1370 Fax: 913-724-3388
 www.basehor.org



APPLICATION FORM

Project Name & Description Pinehurst North Fourth Plat		Total Site Acreage	Present Zoning CP-2
Legal Description (May be attached as separate sheet) All of Lot C13 as platted in Pinehurst North and all of Lot C-12 as platted in Pinehurst North Second Plat		Proposed Zoning CP-2	
Project Address / General Location No Address Assignment - 00000 Pinehurst Drive		Presubmittal Date	
Parcel ID Number (CAMA Number) 1811100000004520 and 1811100000004630		Floor Area Classification	
Property Owner Name Community National Bank, N.A.	Phone (913) 724-3517 X 121	Fax n/a	
Property Owner Address 15718 Pinehurst Drive	City Basehor	State KS	Zip 66007
Applicant's Name (if different from above) Dean Weddum, Bank President	Phone 913-724-9901	Fax 913-724-9988	
Applicant's Address P.O. Box 437	City Basehor	State KS	Zip 66007
Applicant's mobile phone n/a	Property Owner and/or Applicant's E-mail address DWeddum@communitynationalbank.net		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input checked="" type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION	
Existing Use <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____	
Proposed Use <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other _____	

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area 48,630.71 100,087.67	Existing Floor Area n/a	Existing Building Footprint n/a	Open Space Area n/a
No. of Buildings	Proposed Floor Area n/a	Proposed Building Footprint n/a	Pavement Coverage n/a

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots 1	Maximum Lot Size 63062.82	Minimum Lot Size 36984.87	Average Lot Size 50023.85

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

x <u>Dean Weddum</u> Signature _____ Date _____	Office Use Only
	<input type="checkbox"/> Filing Fee \$ _____ <input type="checkbox"/> Received by _____ <input type="checkbox"/> # of Plans _____ <input type="checkbox"/> Attached Legal Description <input type="checkbox"/> Property Ownership List

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 5

Topic: Rezone request for 2932 N. 156th Street from “R-O” Suburban Residential District to “R-1” Single Family Residential District.

Action Requested: Consider rezoning 2932 N. 156th Street from “R-O” to “R-1”.

Narrative:

The applicant is requesting a zoning change to split the existing lot into 2 lots. The property consists of 0.53 acres. Per “R-O” zoning, the minimum lot area is 1 acre. If the rezoning is approved, the proposed lots will meet the minimum lot area of 10,000 square feet.

April 3, 2012, the Planning Commission held a public hearing and approved (4-0) the zoning change to “R-1” Single Family Residential District. The Planning Commission also approved the lot split with the condition that the City Council must approve the rezoning request.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation:

Staff recommends approving the rezoning request.

Committee Recommendation:

Attachments:

5.1.12 Staff Report (6 pages)

Projector needed for this item? No

Staff Report

Date: May 1, 2012

Subject: Consideration of Rezoning from "R-O", Suburban Residential District to "R-1", Single Family Residential District as submitted by Hubbel Family Trust located at 2932 N. 156th Street.

GENERAL INFORMATION

Applicant: Hubbel Family Trust

Owner: Hubbel Family Trust

Address: 2932 N. 156th Street
Basehor, KS 66007

Engineer: NA

SITE INFORMATION

Location: 2932 N. 156th Street

Current Zoning: "R-O" Suburban Residential District

PROJECT BACKGROUND

The applicant on February 13, 2012, had requested a lot split located at 2932 N. 156th Street. The property is currently zoned "R-O". Per the zoning regulations for "R-O" zoning, the minimum lot area is one (1) acre. The existing lot size is 0.53 acres and does not meet "R-O" zoning requirements. The applicant has requested the lot split to create two (2) residential lots for single-family homes. One (1) single-family home exists on the property. Access to the property is available off of 156th Street.

STAFF ANALYSIS

FACTORS FOR CONSIDERATION:

- 1. Character of the Immediate Area** – The immediate area consists of "R-O" Suburban Residential District, "R-1" Single Family Residential District, and "R-2" Two Family Residential District.
- 2. The Zoning and Uses of the Property Nearby** – The zoning and uses of the adjacent properties are as follows:

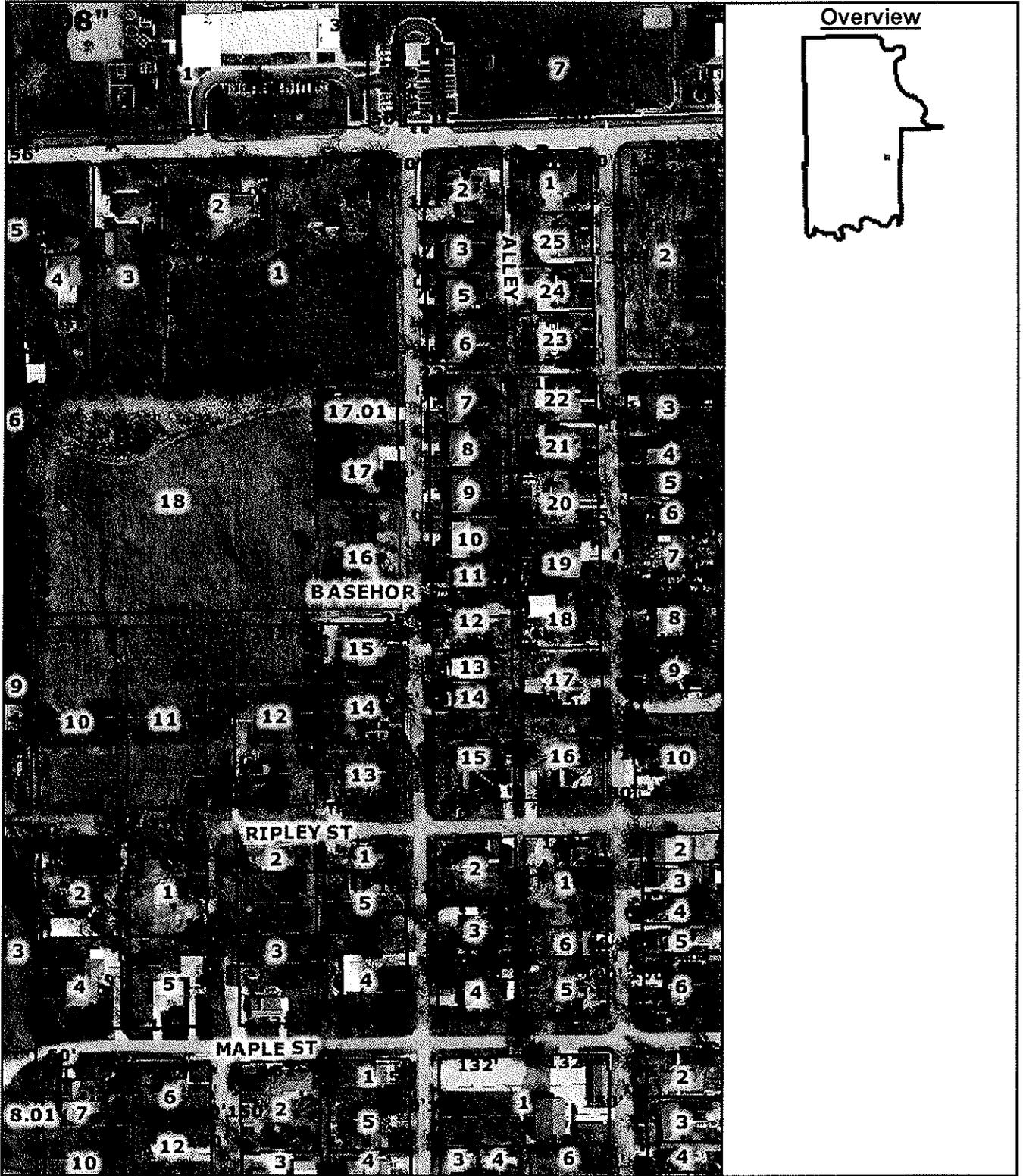
	<u>Zoning</u>	<u>Use</u>
North:	"R-1"	Single Family
South:	"R-1"	Single Family
East:	"R-1"	Single Family
West:	"R-O"	Suburban Residential

3. **The Suitability of the Subject Project for the uses to which it has been Restricted –**
The project will create an additional single family lot.
4. **The Extent to which Removal of the Restrictions will Detrimentially Effect Nearby Property –** Rezoning the property will enable the property owner to create an additional single family lot in a neighborhood that is primarily single family. The rezoning will not impact the remaining surrounding properties.
5. **The length of Time the Property has Remained Vacant as zoned –** The property is not vacant and maintains a single family home.
6. **The relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of a Protesting Citizen as Compared to the Hardship Imposed upon the Individual Landowners –** “R-1” zoning is more restrictive then “R-O” zoning. The majority of the surrounding properties are zoned “R-1”. Approval of the application will not have a negative impact to the surrounding property owners.
7. **The Conformance of the Requested Rezoning to the Duly Adopted Comprehensive Plan –** The proposed density is a Low Density Residential (LDR). Per the Comprehensive Plan (Page 34): *LDR neighborhoods are typically located away from major shopping centers and major thoroughfares, such as Highway 24; however they still remain connected to these services with convenient access and interconnect roadway systems. LDR neighborhoods are within walking distance to community facilities and services that will be utilized by residents of the neighborhood, including schools, parks, and other community facilities.*

Recommendation by Planning Staff

April 3, 2012, the Planning Commission held a public hearing and approved (4-0) the rezoning request from “R-O” to “R-1” zoning. Staff finds no hardships to the general welfare of the surrounding property owners with the zoning request. Staff recommends approval of the zoning request from “R-O” to “R-1” zoning.

Leavenworth County, KS



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

Map Scale
1 inch = 239 feet

Affidavit in Proof of Publication

STATE OF KANSAS
Leavenworth County

(Published in the Basehor Sentinel, Thursday, March 8, 2012)

**PUBLIC HEARING NOTICE
CITY OF BASEHOR
PLANNING COMMISSION**

Erika Gray of the Legal Dept. of the Basehor Sentinel being first duly sworn, deposes and says:

That this weekly newspaper printed in the State of Kansas, and published in and of general circulation in Leavenworth County, Kansas, with a general paid circulation on a weekly basis in Leavenworth County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Basehor Sentinel

Said newspaper is published weekly 52 weeks a year; has been so published continuously and uninterruptedly in said county and state for a period of more than one year prior to the first publication of said notice and been admitted at the post office of Basehor in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks the first publication thereof being made as aforesaid on 03/08/2012 with publications being made on the following dates:

03/08/2012

Subscribed and sworn to before me this

Notary Public

My Appointment expires

Publication Charges	\$39.00
Notary And Affidavit	\$0.00
Additional Copies	\$0.00
	<hr/>
	\$39.00

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas, will hold a public hearing on Tuesday, April 3, 2012, at 7:00 PM, in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas, to consider a change of zoning at 2932 N. 156th Street for the Hubbel Family Trust. The property is currently zoned R-O, Suburban Residential District. The proposed zoning is R-1, Single Family Residential District. The property description is:

A tract of land in the Northeast ¼ of Section 34, in Township 10 South, of Range 22 East of the 6th P.M., (City of Basehor, Leavenworth County, Kansas) described as follows: Beginning at a point 25 feet North of the Northeast corner of Lot 1, in Block 6, in the Third Addition to Basehor, thence North 176.5 feet, thence West 132 feet, thence South 176.5 feet, the East 132 feet to the place of beginning.

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Mitch Pleak, City Engineer at 913-724-1370.

PLANNING COMMISSION
CITY OF BASEHOR, KANSAS

All notification sent to property owners 200 ft from property on Feb 13 - sent certified mail / return receipt. 2012

CITY OF BASEHOR

Planning & Zoning Department
 2620 N. 155th Street, PO Box 406, Basehor, KS 66007
 Phone: 913-724-1370 Fax: 913-724-3388
 www.basehor.org



APPLICATION FORM

Project Name & Description <i>Hubbel lot split</i>		Total Site Acreage <i>1/2 ACRE</i>	Present Zoning <i>R-0</i>
Legal Description (May be attached as separate sheet) <i>see attached</i>			Proposed Zoning <i>R-1</i>
Project Address / General Location <i>2932 N 156th Street</i>			Presubmittal Date <i>12-14-11</i>
Parcel ID Number (CAMA Number)			Floor Area Classification
Property Owner Name <i>Wayd M Hubbel</i>	Phone <i>816-682-7220</i>	Fax <i>none</i>	
Property Owner Address <i>2932 N 156th Street</i>	City <i>Basehor</i>	State <i>Ks</i>	Zip <i>66007</i>
Applicant's Name (if different from above) <i>Hubbel Family Trust</i>	Phone <i>816-682-7220</i>	Fax <i>none</i>	
Applicant's Address <i>14665 NW 45 Hwy</i>	City <i>Markville</i>	State <i>Mo</i>	Zip <i>64152</i>
Applicant's mobile phone <i>816-682-7220</i>	Property Owner and/or Applicant's E-mail address <i>fidiana@yahoo</i>		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input type="checkbox"/> Preliminary Development Plan (Submit Sheet A)
<input checked="" type="checkbox"/> Rezoning (Submit Sheet A)	<input type="checkbox"/> Final Development Plan (Submit Sheet A)
<input type="checkbox"/> Conditional Use Permit (Submit Sheet A)	<input checked="" type="checkbox"/> Lot Split
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Variance (Submit Sheet B)	<input type="checkbox"/> Final Plat / Replat

PROJECT INFORMATION	
Existing Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____	
Proposed Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other _____	

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)			
Total Site Area	Existing Floor Area	Existing Building Footprint	Open Space Area
No. of Buildings	Proposed Floor Area	Proposed Building Footprint	Pavement Coverage

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY			
Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size

Property Owner/Agent Consent - I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

Sharon Luper *2/13/12*
 Signature Date

Office Use Only	
<input checked="" type="checkbox"/> Filing Fee \$ <i>150.00</i>	<input type="checkbox"/> Received by _____ <input type="checkbox"/> # of Plans _____
<input type="checkbox"/> Attached Legal Description	<input type="checkbox"/> Property Ownership List

KRemm 2-15-12
AMP \$150.00 3-6-12

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org



Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? to create 2 residential plots, 1 with a home on it AND 2 available land to build a residence.

2. What is the Suitability of Subject Property for the Uses to Which it Has Been Restricted? ~~hardly used~~ No suitability - zoning was determined many years ago before Basehor grew. No Agricultural use (large scale) land was subdivided years ago.

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property? None

4. What is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners? None

5. How Does Your Request Conform with the Comprehensive Plan? I don't know but I don't think it hurts or helps the plan.

If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.

1. Please provide a statement regarding why the development plan would be in the public interest. _____

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002. _____

CITY OF BASEHOR

Planning & Zoning Department
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GENERAL REASON FOR APPEAL, EXCEPTION, OR INTERPRETATION

REASON FOR REQUEST

Is this a request for:

- an interpretation of the zoning ordinance text, maps, or boundaries according to Article 17(6)A? (includes appeals from decisions of any officer administering the provisions of the Zoning Ordinance as allowed in Article 17(11)A.)
- a special exception as allowed in Article 17(10)A in the Zoning Ordinance?
- a request for a variance from the Zoning ordinance as allowed in Article 17(14)A?

Explain, including the interpretation, exception or applicable section of the Zoning Ordinance.

Zoning is currently wrong. New zoning requested will take care of that problem.

REQUEST FOR VARIANCE

A request for a variance from the zoning ordinance may be granted upon the finding of the board that all of the following conditions have been met: (Explain in detail how each of the following conditions have been met)

- a. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant. Yes
- b. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents. It will not adversely affect adjacent property owners
- c. That the strict application of the provisions of the Zoning Ordinance of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application. Yes
- d. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, general welfare or the harmonious development of the city. No
- e. That granting the variance desired will not be opposed to the general spirit and intent of the Zoning Ordinance. No
- f. That the variance, if granted, is the minimum variance that will afford relief and is the least modification possible of the Zoning Ordinance provisions which are in question. Yes



The City of Basehor

Date: May 2, 2012

To: Basehor City Council
Lloyd Martley, Interim City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: Health Benefits Renewal

Background:

The City annually reviews and renews health benefits during the month of May. The City's health plans renew on July 1 of each year.

Due to employee attrition the City's Employee Benefit Fund began FY2012 with a \$48,000 balance. Providing employee benefits in 2012-13 will not require an addition to the Funds current 8.590 mill levy. A potential reduction in this Funds 2013 levy is possible.

The City received the following renewal proposals for 2012-2013:

Delta Dental:

The Delta Dental renewal proposal increased \$2 per employee per month. The maximum increase in the cost to the City would be \$624.

- Vision Services Plan:

No change. Current agreement will remain in place until June 30, 2013.

- BlueCross Blue Shield of Kansas Health Insurance:

Blue Cross Blue Shield of Kansas has submitted a renewal proposal to provide health insurance to the City of Basehor. The proposal does include an increase of 3.8-5.2% depending on the plan.

Due to the elimination of benefits for one position as a result of the 2012 budget process the increase in health insurance costs to the City are negligible.

The average increase in the cost of health insurance for organizations the size of the City of Basehor was approximately nine percent this year.

- Blue Cross Blue Shield of Kansas Short and Long Term Disability:

The City received the annual short & long term disability renewal proposal from Blue Cross Blue Shield of Kansas which does not include an increase.

Staff Recommendation:

Review 2012-2013 City Employee Health Benefit Programs.

Action Requested of Council:

Review 2012-2013 City Employee Health Benefit Programs.

Attachments:

Delta Dental Proposal
VSP Agreement
BCBS Health Insurance Proposal
BCBS Short & Long Term Disability Proposal

Summary of Dental Plan Benefits

MIDWEST PUBLIC RISK

Group #5226

Effective for July 1, 2012

Benefit % Paid

Maximum Contract Benefit Per Person:

The Maximum Benefit for all Covered Services for each Enrollee in any one Contract Year is: One Thousand Two Hundred Fifty Dollars (\$1,250.00). The Contract Year is July 1, 2012 through June 30, 2013.

*Preventive Plus - Benefits for exams, cleanings, x-rays and fluoride treatments do not apply to your individual benefit maximum.

**Healthy Benefits, Healthy Smile, Healthy You Patients who are pregnant, diabetic, have a suppressed immune system, have kidney failure or are undergoing dialysis, or have a history of periodontal therapy are eligible for up to two (2) additional cleanings per Contract year. To be eligible for the additional benefits you must complete a Self-Report form which can be found within the Subscriber Connection at www.deltadentalks.com or obtained by contacting Delta Dental of Kansas' customer service at 1-800-234-3375.

The Maximum Benefit for Orthodontic Services for each Enrollee is: One Thousand Two Hundred Fifty Dollars (\$1,250.00) during such person's lifetime. Payment for the Orthodontic Services shall not be included in determining the Maximum Benefit for each Contract Year.

Deductible Limitations

Coverage for diagnostic and preventive services is not subject to any deductible amount. For all other covered benefits, the Contract Year deductible is:

\$50 x 3

Dependent Ages

Dependents are covered to age twenty-six (26).

Delta Dental PPO	Premier	Non-participating		
100%	100%	100%	DIAGNOSTIC & PREVENTIVE (Not subject to deductible)	
			Diagnostic:	Includes the following procedures necessary to evaluate existing dental conditions and the dental care required: <ul style="list-style-type: none"> *<u>Oral examinations</u> – two (2) per Contract year. *<u>Diagnostic x-rays</u> – bitewing x-rays as required. *<u>Full mouth x-rays or panoramic x-rays</u> – once (1) in any thirty-six (36) consecutive months.
100%	100%	100%	Preventive:	Provides for the following: <ul style="list-style-type: none"> *<u>Prophylaxis</u> (Cleanings) - (all types including periodontal maintenance), two** (2) per Contract year. *<u>Topical Fluoride</u> – once (1) each Contract year for dependent children under age nineteen (19). *<u>Space Maintainers</u> – once (1) in five (5) years for dependent children under age sixteen (16) and only for premature loss of primary molars (except for accidental injuries). *<u>Sealants</u> – once (1) per tooth every five (5) years when applied only to permanent molars with no caries (decay) or restorations on the occlusal surface and with the occlusal surface intact.
100%	100%	100%	Ancillary:	Provides for emergency examinations by the Dentist for the relief of pain as needed.
100%	100%	100%	Brush Biopsy:	To detect oral cancer.
			BASIC (Subject to Deductible)	
85%	80%	80%	Oral Surgery:	Provides for simple and surgical extractions.
85%	80%	80%	Regular Restorative:	Provides amalgam (silver) restorations on molars; composite (white) resin restorations on front teeth.
85%	80%	80%	Endodontics:	Includes procedures for root canal treatments and root canal fillings.
85%	80%	80%	Periodontics:	a. Includes procedures for the treatment of diseases of the tissues supporting the teeth. b. Surgical periodontal procedures.
			MAJOR (Subject to Deductible)	
55%	50%	50%	Special Restorative:	Crowns, jackets, labial veneers, inlays and onlays when required for restorative purposes, once (1) in five (5) years.
55%	50%	50%	Prosthodontics:	Includes bridges, partial and complete dentures, including repairs and adjustments. A replacement will be covered only once (1) in five (5) years, but not during the first twelve (12) months of coverage.
55%	50%	50%	Oral Surgery:	Provides for oral surgery including pre and post-operative care, except for extractions covered under Basic Services.
			ORTHODONTICS (Subject to Deductible)	
50%	50%	50%	Orthodontics:	Includes orthodontic appliances and treatment, interceptive and corrective, for adults and dependent children.

This is a summary of benefits only and does not bind Delta Dental of Kansas to any coverage. Please refer to the Description of Dental Care Coverage for complete coverage information, including exclusions and limitations. Coverage as described in the employer group's Agreement to Provide Dental Benefits (contract) is binding on all parties and supersedes all other written or oral communications.

March 31, 2011



CITY OF BASEHOR
2620 N 155TH ST
BASEHOR, KS 66007-9250

DEAR MR MARK LOUGHRY:

At VSP Vision Care, we're focused on taking great care of you and your organization. Your satisfaction is our top priority. That's why your VSP plan that expires June 30, 2011 will **automatically** renew effective July 1, 2011, ensuring your members will continue to enjoy uninterrupted service.

From eyewear selection to provider locations, choice is important. That's why VSP Open AccessSM provides members the flexibility to use their VSP benefits at any location, including specialty optical boutiques or retail chains. While 95% of our members choose a VSP provider to maximize their benefit, we offer a generous reimbursement schedule for services from all other providers.

Group Name/Number:	CITY OF BASEHOR / 30014536
Renewal Period:	July 1, 2011 - June 30, 2013
Current Plan Frequency:	12 / 12 / 12
Current Copay:	\$25 Total
Current Rates:	\$13.19 / 21.10 / 21.54 / 34.72
Renewal Rates:	\$13.71 / 21.94 / 22.40 / 36.11

We are pleased to offer the following **plan frequency and/or copay alternative** to the current renewal:

Alternate Plan Frequency:	12 / 12 / 12
Alternate Copay:	\$10 Exam / \$25 Materials
Alternate Renewal Rates:	\$12.48 / 19.97 / 20.38 / 32.86

Should you choose to accept the renewal alternative or wish to explore additional options, your VSP representative shown below will be happy to assist you.

If you elect to renew your current plan, no further action is required. Please consider VSP your long-term partner in helping you maximize your benefit dollars. To learn more about other plans and ways you can enhance your coverage, please contact your VSP representative, **Michelle Dolan, at (800) 852-7600.**

Central Team

RATE COMPARISON FOR CITY OF BASEHOR

OPTION 1

<u>MONTHLY PREMIUMS:</u>	<u>EMPLOYEE</u>	<u>EMP/CH</u>	<u>EMP/SPOUSE</u>	<u>EMP/DEPS</u>
CURRENT PREMIUMS EFFECTIVE 7/01/11:	\$346.18	\$690.57	\$743.23	\$1,087.63
RENEWAL PREMIUMS EFFECTIVE 7/01/12:	<u>\$359.20</u>	<u>\$726.82</u>	<u>\$771.38</u>	<u>\$1,139.01</u>
Total Adjustment	\$13.02	\$36.25	\$28.15	\$51.38
% Adjustment	3.8%	5.2%	3.8%	4.7%

OPTION 2

<u>MONTHLY PREMIUMS:</u>	<u>EMPLOYEE</u>	<u>EMP/CH</u>	<u>EMP/SPOUSE</u>	<u>EMP/DEPS</u>
CURRENT PREMIUMS EFFECTIVE 7/01/11:	\$329.86	\$657.89	\$708.13	\$1,036.17
RENEWAL PREMIUMS EFFECTIVE 7/01/12:	<u>\$344.39</u>	<u>\$696.67</u>	<u>\$739.54</u>	<u>\$1,091.82</u>
Total Adjustment	\$14.53	\$38.78	\$31.41	\$55.65
% Adjustment	4.4%	5.9%	4.4%	5.4%

OPTION 3

<u>MONTHLY PREMIUMS:</u>	<u>EMPLOYEE</u>	<u>EMP/CH</u>	<u>EMP/SPOUSE</u>	<u>EMP/DEPS</u>
CURRENT PREMIUMS EFFECTIVE 7/01/11:	\$316.72	\$631.58	\$679.89	\$994.77
RENEWAL PREMIUMS EFFECTIVE 7/01/12:	<u>\$331.63</u>	<u>\$670.69</u>	<u>\$712.12</u>	<u>\$1,051.18</u>
Total Adjustment	\$14.91	\$39.11	\$32.23	\$56.41
% Adjustment	4.7%	6.2%	4.7%	5.7%

Premiums are based on an effective date of July 1, 2012 and contract counts of 12 Emp, 4 Emp/Ch, 2 Emp/Sp and 4 Emp/Deps. We reserve the right to re-evaluate should enrollment vary from the census.

Renewal Summary



1133 SW Topeka Blvd, Topeka KS 66629-0001
 FAX (785)290-0727 or Phone (800)530-5989

Date: April 1, 2012
 Presented to: City of Basehor
 BCBSKS rep: Lisa Toyne

Group number: 00097805

Renewal Month July	Current rate	Renewal rate Effective July 1, 2012	Rate guarantee
Basic Term Life	.13/1,000	.13/1,000	1 year
Basic AD&D	.03/1,000	.03/1,000	1 year
Short Term Disability	.22/\$10 unit	.22/\$10 unit	1 year
Long Term Disability	.27% of monthly covered payroll	.27% of monthly covered payroll	1 year

Quota Requirements – PLEASE FULLY COMPLETE QUESTIONS 1, 2, 3 and 4

1) Your group policy states "Actively at Work or Active Work means to be eligible to be insured, an eligible person must be actively at work performing all of the normal duties of his job at his usual place of employment and working at least the minimum number of hours each week that your group requires for this benefit. ... A Person is eligible to continue to be insured only while he continues on Active Work." This applies to owners, partners, shareholders and individual proprietors as well as regular employees.

Is anyone currently on the billing not **Actively at Work**? Yes No Please tell us who they are and why they are not actively working. _____

Failure to accurately report an insured's Active Work status may adversely affect a claim for life insurance.

2) What is the number of employees who have completed the company required waiting period and who regularly work your weekly requirement of 40 hours or more? _____ Coverage is not based on enrollment in a health coverage plan.

3) How many employees have rejected coverage by completing and submitting an AICK Waiver? _____

4) How many employees are enrolled in coverage with AICK? _____

Authorization

Is your business a (mark if applicable) - S Corporation Partnership Sole Proprietor LLC

The following disability definition applies to the business types shown above:

Monthly Rate of Basic Earnings for a sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws or shareholders in a S-Corporation means:

- 1) the monthly average of earnings reported as "net earnings from self-employment" for federal income tax purposes for the two tax year(s) just prior to the date of Disability, or over the number of calendar months of employment, if less than this period; and
- 2) contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non-qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan, for the same period as above.

Monthly rate of basic earnings does not include dividends, capital gains, and returns of capital.

Please reference your group policy for the exact provisions of your benefits and exclusions. A renewal is not a guarantee of coverage in the absence of timely payment of premium, non-compliance with policy provisions, or the number of insured lives increase or decrease by 10 percent or more. The information provided in the Quota Requirements section is true and complete to the best of my knowledge. I acknowledge inaccuracies in this information may result in termination of coverage. I understand that Advance Insurance Company of Kansas will rely on this information in accepting this renewal for coverage and I will promptly notify them of any changes herein.

Executive contact signature _____

Date signed _____