

AGENDA

BASEHOR CITY COUNCIL

January 5, 2009

6:00 p.m.

Basehor City Hall

WORK SESSION - 6:00 p.m. Discussion of agenda items
Discuss the Transportation Development District for Wolf Creek Junction, projected revenues and funding for the proposed street projects.

REGULAR MEETING – 7:00 p.m.

1. Roll Call by Mayor Chris Garcia and Pledge of Allegiance

2. Consent Agenda

(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)

- a. Approve Minutes
 1. December 8, 2008 Work Session
 2. December 15, 2008 Work Session & Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

Public Hearing

Amendment to the Transportation Development District for Wolf Creek Junction

3. Call to Public

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

4. Scheduled Discussion Items

- a. Paul Howe, Deffenbaugh Disposal – Update on services and future needs

5. Business

- a. Consider approval of an amendment to the Wolf Creek Junction Transportation Development District (TDD) to add the 150th Intersection project as an eligible expense.
- b. Consider approval of an agreement with the Kansas Department of Transportation for construction of Wolf Creek Parkway.

- c. Consider approval of an agreement with the Kansas Department of Transportation for construction of 150th Street at the intersection of U.S. Highway 24-40.
- d. Consider an offer by Steve Miles, Miles Excavating Inc., for acquiring the right-of-way on the south side of U.S. Highway 24-40 required to extend 150th Street to the south.
- e. Consider approval of an application for a transportation revolving fund loan.
- f. Consider approval of pay request #2 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$170,911.80.
- g. Consider an appointment to fill a vacancy on the planning commission.
- h. Consider approval of an interlocal agreement with Leavenworth County for Sewer District #3 Glenwood Estates dealing with decommissioning of the sewer lagoons.
- i. Consider approval of payment to Leavenworth County for the 158th Street turn lane completed in 2005.
- j. Consider payment to Kansas Municipal Insurance Trust (KMIT) for Worker's Compensation insurance.
- k. Consider payment of membership dues to League of Kansas Municipalities and subscription to Kansas Government Journal to League of Kansas Municipalities.
- l. Consider 2009 contract with Leavenworth County for probation services.

6. City Administrator Report

7. Mayor's Report

8. Council Member Reports

9. Executive Session

10. Adjournment

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Discuss the Transportation Development District for Wolf Creek Junction, projected revenues and funding for the proposed street projects.

Department: Administration

Background/Description of Item:

The Wolf Creek Junction development has an approved Transportation Development District to help fund transportation related infrastructure improvements. The estimated revenue from the TDD, based on estimates from 4/3/2006, is \$3,733,999.

With the decision by the city council to group the Wolf Creek Parkway and 150th Intersection projects together into one project and apply for a KDOT loan, the burden for financing has shifted from the developer to the city. The original proposal was for the projects to be funded up front by the developer, and after completion, to issue revenue bonds funded by the TDD to pay off the eligible construction expenses.

A review of the projected funding and revenue from the TDD is important in limiting the financial liability to the city and to protect the consolidated highway fund balance. Applicants for the KDOT revolving fund loan may be required to purchase bond insurance and/or pledge to levy ad valorem taxes without limitation as to the rate or amount upon all taxable tangible property, real or personal, within the jurisdiction.

The attached forms developed as part of the traffic study for the development give an indication of the proposed build out of the development.

Funding Source: Transportation

Recommendation: Discuss the TDD funding and amount of funding that potentially would come from the Consolidated Highway Fund or general fund of the city.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009

**WOLF CREEK JUNCTION
TDD REVENUE PROJECTIONS**

*1. Growth by optimistic
2. Growth by 1.5
3. Growth by 1.4*

YEAR	ANNUAL RETAIL SALES	ANNUAL TDD REVENUE AT 3% CENT	CUMULATIVE TDD REVENUE (GROSS)	CUMULATIVE TDD REVENUE (6% NPV)	ANNUAL TDD REVENUE W/ 1.2% COVERAGE	CUMULATIVE TDD REVENUE (GROSS) W/ 1.2% COVERAGE	CUMULATIVE TDD REVENUE (6% NPV) W/ 1.2% COVERAGE
1	22,880,000	171,875	171,875	161,858	143,083	143,083	134,965
2	32,015,000	240,113	411,788	375,657	200,094	343,156	313,047
3	36,440,000	273,300	685,088	605,125	227,750	570,906	504,271
4	47,480,000	356,100	1,041,188	867,189	286,750	867,656	739,324
5	48,428,800	363,222	1,404,410	1,158,610	302,686	1,170,341	865,508
6	49,386,182	370,486	1,774,896	1,418,788	308,739	1,479,080	1,183,157
7	50,366,156	377,868	2,152,764	1,671,111	314,813	1,793,893	1,392,582
8	51,383,879	385,454	2,538,218	1,812,948	321,212	2,115,205	1,594,125
9	52,421,757	393,163	2,931,409	2,145,662	327,636	2,442,841	1,788,052
10	53,470,182	401,028	3,332,436	2,389,593	334,189	2,777,030	1,974,661
11	54,538,595	409,047	3,741,483	2,585,074	340,872	3,117,902	2,154,228
12	55,630,387	417,228	4,158,711	2,782,424	347,690	3,465,592	2,327,020
13	56,742,895	425,572	4,584,283	2,981,849	354,644	3,820,236	2,493,280
14	57,877,855	434,084	5,018,367	3,183,944	361,737	4,181,973	2,658,287
15	59,035,412	442,766	5,461,133	3,388,695	368,871	4,550,844	2,807,249
16	60,216,120	451,621	5,912,754	3,596,474	376,051	4,927,295	2,955,395
17	61,420,443	460,653	6,373,407	3,717,544	383,678	5,311,172	3,087,953
18	62,648,852	469,866	6,843,273	3,842,159	391,555	5,702,728	3,236,132
19	63,901,829	479,284	7,322,557	4,040,562	399,886	6,102,114	3,387,135
20	65,179,885	488,849	7,811,386	4,192,997	407,874	6,509,488	3,494,156
21	66,483,463	498,626	8,310,012	4,339,661	415,522	6,925,010	3,616,384
22	67,813,132	508,588	8,818,610	4,480,799	423,832	7,348,842	3,739,999
TOTALS	\$1,175,814,724	\$6,818,610			\$7,348,842		
NPV TOTAL	\$597,438,903	\$4,480,799			\$3,733,999		

NPV = NET PRESENT VALUE

ASSUMPTIONS

GROWTH RATES & TERMS

ANNUAL GROWTH RATE SALES REVENUE	2.0%
DISCOUNT RATE	6.0%
PAYMENT INTEREST RATE	6.0%
COVERAGE REQUIREMENT	1.20

TRANSPORTATION PROJECT COSTS

WOLF CREEK JUNCTION PHASE 1 TDD PROJECT COSTS	\$2,794,616
WOLF CREEK JUNCTION PHASE 2 TDD PROJECT COSTS	\$428,120
TOTAL PROJECT COSTS (Excluding Phase 3)	\$3,222,735
WOLF CREEK JUNCTION PHASE 3 TDD PROJECT COSTS	\$341,425
TOTAL PROJECT COSTS (including Phase 3)	\$3,564,160

TDD REVENUE LEVIES

TDD SALES TAX LEVY	0.75%
NET BOND PROCEEDS	\$3,222,735
COST OF ISSUANCE	\$99,682
DEBT RESERVE FUND	\$322,274
BOND FACE VALUE	\$3,941,691

ESTIMATED SALES REVENUE

YEAR 1 TOTAL SALES	\$22,880,000
YEAR 2 TOTAL SALES	\$32,015,000
YEAR 3 TOTAL SALES	\$36,440,000
YEAR 4 TOTAL SALES	\$47,480,000

EXHIBIT C

Maximum Costs

Grading of Site	\$650,000
Asphalt Paving	240,510
Type B Curb	74,250
Sanitary Sewer	83,700
Sanitary Sewer Manholes	37,500
Storm Drainage	325,765
Storm Structure	51,000
Underground Electric	100,000
Gas Lines	100,000
Water mains	175,400
Sidewalks 5'	74,200
Install Wrought Iron Fence	180,900
Stone Piers for Fence	61,500
Engineering Fees	95,000
Construction of Bridge on Wolf Creek Parkway	275,000
Street Lights and Trees	325,000
Retention Area including Rock Work around ponds and water falls	350,000
Removal of Existing Improvements	60,000
Concrete Paving	204,435
Purchase of Additional Right of Way	100,000
TDD Formation Cost	30,000
SUB TOTAL	3,594,160
TDD City Formation and Administration Cost (3,594,160 x 5%)	179,708
GRAND TOTAL	\$3,773,868

WOLF CREEK JUNCTION
DAILY AND PEAK HOUR TRIP GENERATION RATES

BUILDING LOCATION	SIZE (SQ. FT.)	PROPOSED USE	DAILY TRIP GENERATION			P. M. PEAK HOUR			A. M. PEAK HOUR							
			DAILY TRIP GENERATION	TOTAL TRIPS	% IN	% OUT	GENERATION	TOTAL	% IN	% OUT	GENERATION	TOTAL	% IN	% OUT		
A	4,400	Tire Store	24.87	109	4.12	18	42%	58%	8	11	2.85	13	64%	36%	12	7
B	5,000	Furniture Store	5.06	25	0.45	2	44%	56%	1	1	0.17	1	65%	31%	2	1
C	4,500	Convenience Market w/Cas Pumps	845.60	3,805	60.61	273	50%	50%	136	136	45.58	205	50%	50%	136	136
D	4,500	Dry Cleaning Store	40.67	183	2.59	12	50%	50%	6	6	3.37	15	48%	52%	6	6
E	5,100	Single Tenant Office	11.57	59	1.72	9	15%	85%	1	7	1.78	9	89%	11%	8	1
F	5,000	Apparel Store	66.40	365	3.83	21	50%	50%	11	11	4.20	23	50%	50%	11	11
G	5,000	Retail Store	40.67	203	2.59	13	43%	57%	6	7	3.37	17	48%	52%	6	7
H	7,000	Retail Store	40.67	285	2.59	18	43%	57%	8	10	3.37	24	48%	52%	9	9
I	5,000	Retail Store	40.67	203	2.59	13	43%	57%	6	7	3.37	17	48%	52%	6	7
J	4,000	Drive Through Bank	265.21	1,061	54.77	219	50%	50%	110	110	12.63	51	56%	44%	123	96
K	2,000	Fast Food	496.12	992	33.48	67	52%	48%	35	32	49.86	100	51%	49%	34	33
L	4,800	Doctor/Office	36.13	173	3.66	18	27%	73%	5	13	2.43	12	80%	20%	14	4
M	6,000	Sit-Down Restaurant	130.34	782	10.86	65	60%	40%	39	26	9.27	56	52%	48%	34	21
N	5,000	Sit-Down Restaurant	130.34	682	10.86	54	60%	40%	33	22	9.27	46	52%	48%	34	21
O	6,000	Retail Store	40.67	244	2.59	16	43%	57%	7	9	3.37	20	48%	52%	7	9
P	1,800	Retail Store	40.67	73	2.59	5	43%	57%	2	3	3.37	6	40%	60%	2	2
Q	2,200	Retail Store	40.67	89	2.59	6	43%	57%	2	3	3.37	7	48%	52%	3	3
R	6,000	Retail Store	40.67	244	2.59	16	43%	57%	7	9	3.37	20	48%	52%	7	9
S	18,000	Doctor/Urgent Care	36.13	650	3.66	66	27%	73%	18	48	2.43	44	90%	10%	53	13
T	8,900	Doctor	36.13	322	3.66	33	27%	73%	9	24	2.43	22	80%	20%	26	7
U	7,300	Doctor	36.13	284	3.66	27	27%	73%	7	20	2.43	18	80%	20%	21	5
V	50,000	Grocery Store	111.51	5,576	11.51	576	51%	49%	294	282	3.25	163	61%	39%	351	224
W	3,900	Coffee Shop	130.34	508	10.86	42	60%	40%	25	17	9.27	36	52%	48%	22	20
X	59,625	General Office	11.01	656	1.49	89	17%	83%	15	74	1.56	93	88%	12%	78	11
	231,525			17,525		1,675			788	887		1,016			999	676
				14,020		1,340			630	710					799	541

Assume 20% Multi-Use Trips (Reduce Total and Peak Hour Trips by 20%)
Average Trip Generation Rate Per 1,000 Sq. Ft. of Gross Floor Area



FIGURE 3

TRIP GENERATION BY DEVELOPMENT PHASE

BUILDING			DEVELOPMENT	DAILY TRIP	DAILY TRIPS	
LOCATION	SIZE (SQ. FT.)	PROPOSED USE	PHASE	GENERATION	TOTAL	%
C	4,500	Convenience Market w/Gas Pumps	Existing	845.60	3,805	
Current Phase Estimated Trips					3,805	21.7%
H	7,000	Retail Store	1	40.67	285	
I	5,000	Retail Store	1	40.67	203	
J	4,000	Drive Through Bank	1	265.21	1,061	
K	2,000	Fast Food	1	496.12	992	
L	4,800	Doctor/Office	1	36.13	173	
V	50,000	Grocery Store	1	111.51	5,576	
W	3,900	Coffee Shop	1	130.34	508	
Phase 1 Estimated Trips					8,798	50.2%
A	4,400	Tire Store	2	24.87	109	
B	5,000	Furniture Store	2	5.06	25	
D	4,500	Dry Cleaning Store	2	40.67	183	
E	5,100	Single Tenant Office	2	11.57	59	
F	5,500	Apparel Store	2	66.40	365	
G	5,000	Retail Store	2	40.67	203	
Phase 2 Estimated Trips					945	5.4%
M	6,000	Sit-Down Restaurant	3	130.34	782	
N	5,000	Sit-Down Restaurant	3	130.34	652	
O	6,000	Retail Store	3	40.67	244	
P	1,800	Retail Store	3	40.67	73	
Q	2,200	Retail Store	3	40.67	89	
Phase 3 Estimated Trips					1,840	10.5%
R	6,000	Retail Store	4	40.67	244	
S	18,000	Doctor/Urgent Care	4	36.13	650	
T	8,900	Doctor	4	36.13	322	
U	7,300	Doctor	4	36.13	264	
X	59,625	General Office	4	11.01	656	
Phase 4 Estimated Trips					2,136	12.2%
231,525					17,525	

Assume 20% Multi-Use Trips (Reduce Total and Peak Hour Trips by 20%)

14,020

Average Trip Generation Rate Per 1,000 Sq. Ft. of Gross Floor Area

75.70



WOLF CREEK JUNCTION COMMERCIAL DEVELOPMENT
BASEHOR, KANSAS

PHASE	% of TOTAL DAILY TRIPS	PROPOSED IMPROVEMENT	PHASING
1	Start – 21.7% End – 53.5%	Construct a Right Turn In/Right Turn Out access point at US 24/40 and proposed 153 rd Street Extend Wolf Creek Parkway to 150 th Street	Concurrent with the construction of the proposed grocery store. Should be constructed and phased such that it will be open for access to the grocery store site and the on site Phase 1 development area.
2	Start – 53.5% End – 71.9%	Construct a southbound left turn lane and a northbound right turn lane on 155 th Street at Wolf Creek Parkway	Concurrent with the development of additional buildings in Phase 1 of the site development plan after the grocery store is constructed.
3	Start – 71.9% End – 77.3%	Construct right and left turn lanes on US 24/40 at 150 th Street	Concurrent with the development of Phase 3 of the site development plan.
4	Start – 77.3% End – 100.0%	Construct a southbound right turn lane on 155 th Street at US 24/40 Construct a three-lane section on 150 th Street between US 24/40 and Wolf Creek Parkway	Concurrent with the development of Phase 4 of the site development plan.

Minutes**BASEHOR CITY COUNCIL WORK SESSION****December 8, 2008****6:00 p.m.****Basehor City Hall****Official Presiding: Jim Washington acting President in Iris Dysart's absence.****Members Present: Terry Hill, Roger McDowell and Jim Washington****Members Absent: President Iris Dysart, Mayor Garcia and Keith Sifford****Staff Present: Carl Slaugh, Dustin Smith and Katherine Renn****Newspaper: None**

The work session was called to order with three council members present. The city attorney was not in attendance.

Item 1: Steve Collins, KCKCC – Students Present recycling survey results.

The students gave a presentation on the results of a recycling survey conducted in the City of Basehor by students in a class titled Greening Society Learning Community. Students distributed 550 and received back 375 surveys. Students reported that 66% of those surveyed were in favor for curbside recycling while the remaining 34% were not in favor.

Item 2: Discuss business license procedures.

Mr. Slaugh discussed surrounding cities policies. The City of Leavenworth does not currently have business licenses. Mr. Slaugh stated that Lansing, Tonganoxie and Bonner Springs currently do have policies. Councilmember Washington stated that currently the policy is poorly written and should be revisited by the City Attorney. It may also need to be re-written and a recommendation made on how it should be handled.

Julian Espinoza – 3695 N.154th St. – Mr. Espinoza spoke about the issues in handling enforcement of those who had a business license and those that were conducting business and did not have a license and the fact that there is no way of knowing who is doing business within the city limits and how it could really be enforced.

Item 3: Discuss proposed revisions to the Neighborhood Revitalization Plan and incentives to stimulate commercial and industrial development.

Mr. Slaugh discussed current policy which offers tax rebates to all businesses and the proposed policy that would provide selective incentives to targeted businesses based

on their investment in the community and numbers of jobs created. Mr. Slaugh stated that the policy should be revised.

Councilmember Hill stated that the City should provide incentives in a case by case basis and it would be hard to template it; should be somewhat flexible.

Councilmember Washington stated that the retail part should be negotiated. Mr. Slaugh agreed that it should be done case by case.

Adjournment

City Council work session adjourned at 7:05 p.m.

Submitted for Council approval with/without corrections or additions this 5th day of January, 2009.

Chris Garcia, Mayor

Attest:

Mary A. Mogle, City Clerk

Transcribed by Katherine M. Renn, Asst. City Clerk

Minutes

BASEHOR CITY COUNCIL

December 15, 2008

6:00 p.m.

Basehor City Hall

Official Presiding: Mayor Chris Garcia

**Members Present: Pres. Iris Dysart, Terry Hill, Roger McDowell, Keith Sifford,
and Jim Washington**

Members Absent: None

**Staff Present: Carl Slaugh, Lloyd Martley, Mary Mogle, Gene Myracle,
Patrick Reavey, Joe McAfee**

Newspaper: Kaitlyn Syring

WORK SESSION - 6:00 p.m.

The work session was called to order with all members present. The city attorney was not in attendance.

Discussion of agenda items.

- c. Consider approval of pay request #1 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$328,316.42.***

Mike Hafling, CAS Construction LLC, updated Council on the wastewater treatment project reporting the project was 7.4% complete and on schedule. A schedule was provided for projected work and payment schedule for the duration of the project. Mr. Slaugh reported pay requests would be signed by both the city administrator and KDHE.

CAS Construction has requested an adjustment on unit prices. Mr. Hafling explained the current unit pricing might need to be adjusted based on the need for additional excavation. Jeff Keller, Burns & McDonnell, noted the project was on schedule; however, the cold weather was a concern for the pouring and setting of concrete. He explained CAS Construction was trying to be as transparent as possible regarding change in unit pricing and if excavation came in lower; the City would save some money.

h. Consider reimbursement payment to Leavenworth County for northbound turn lane at 158th Street and Highway 24-40, project completed in 2004.

Mr. Slaugh explained the project itself was included in the preliminary Pinehurst figures (*Patrick Reavey arrived at 6:12 p.m.*) however, the actual paperwork has been sent to the caves. The project cost has been included in the Pinehurst Benefit District.

President Dysart stated she spoke with Greg Vahrenberg, Piper Jaffray, about this issue. He informed her spreadsheets produced by the previous treasurer were available. Councilmember Washington asked if the administrative fee had been transferred. The city treasurer stated she would have to research the records.

Joe McAfee reported the City has not paid the County. He went back and researched the project and did not find where a payment was ever made for inspection fees on the 158th Street turn lane. The City never received a final bill from KDOT and inspection fees were never billed as well. The only way he could be sure was to know what the interest payments were. President Dysart did not feel the amount should be taken out of the Consolidated Highway Fund or General Fund and should come out of the administrative fees if research finds that the bill was not paid. Mr. McAfee said the bill was not taken out of the administrative fee because the city would be losing money and he doubts that the County would be willing to wait 17 years to get their money.

Councilmember Washington supported having the auditors review the project to make sure the City actually owed the money and was not paid earlier.

The city administrator was instructed to make contact with Piper Jaffray to obtain the necessary information.

i. Consider approval of a request from the Holy Angels Catholic Church for a grinder pump to be installed to serve the existing church building.

The city superintendent reported he was approached by Jeff Scherer regarding the need to connect the existing Holy Angels church to a grinder pump. The church plans to install an in-house unit and pump to Leavenworth Road. The church had provided a maintenance agreement as required by the City. The line would be less than 50 ft. from the sewer main to the church. Currently there are three other locations in the city that are on lift pumps in addition to Cedar Lake Estates.

l. Consider a change in approval or authorization authority limits for the city administrator.

Mr. Slaugh reported based on discussion at the last meeting, he submitted recommendations concerning spending limits for change orders.

Mr. Keller said the City should expect change orders and recommended adjusting the city administrators spending authority. He noted a common amount ranged from \$5,000 to \$10,000. Mr. McAfee noted in the past some of his projects were held up because the city administrator did not have a higher spending limit.

Councilmember Washington said he would be willing to increase the spending authority to \$10,000 when it was in conjunction with any council approved project.

Break (6:41 p.m.)

REGULAR MEETING – 7:00 p.m.

ROLL CALL BY MAYOR CHRIS GARCIA AND PLEDGE OF ALLEGIANCE

The regular meeting was called to order with all members present. The city attorney was in attendance.

Mayor Garcia asked for a moment of silence in memory of Diana Flower who died in a traffic accident on December 11, 2008.

CONSENT AGENDA

(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)

- a. Approve Minutes
 1. December 1, 2008 Work Session & Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events
- e. Approve year-end transfers

A motion was made by Councilmember Sifford and seconded by President Dysart to approve the Consent Agenda as presented. A show of hands was taken with all members voting in favor. Motion passed 5-0.

PUBLIC HEARING - Revision to 2008 Budget, Cedar Lake Maintenance Fund

Staff Comments

Mr. Slauch reported the City budgeted \$10,500 in the Cedar Lake Maintenance Fund for pump repairs. Repair expenses exceeded the budgeted amount; therefore, it was necessary to amend the 2008 budget.

President Dysart noted this fund had to be amended before and felt the budget should be increased to anticipate additional expenses.

Mr. Myracle reported he met with the Leavenworth County engineer regarding current expenditures and they have agreed to increase their budget. President Dysart noted according to the agreement the operating budget was estimated to be collected [by the County] and turned over to the City for maintenance of grinder pumps with a 15% inflation factor. Mr. Myracle noted the reserved money was in the fund but was not being included in the budget.

Public Comment

Cedar Lake Estates resident Kathy Stueckemann reported during break the city clerk and city treasurer explained the amendment to her so she understood the purpose of the hearing. She reminded Council that the agreement states that the funds are to be used solely for the purpose of the maintenance of the grinder pumps. She also requested that Cedar Lake Estates be removed from the City's website where it showed they were a part of the City. Mr. Slauch explained the City received numerous calls from people interested in moving to Basehor and wanted to know what subdivisions had homeowners associations and thought the website referenced "Basehor area". Mrs. Stueckemann noted the website did not include the word "area".

Council Comments

There were no further comments from the City Council.

CALL TO PUBLIC

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

No public comments.

SCHEDULED DISCUSSION ITEMS

None

BUSINESS

a. Consider amending the 2008 city budget, Cedar Lakes Maintenance Fund.

A motion was made by Councilmember Sifford and seconded by Councilmember McDowell to approve the Cedar Lake Maintenance Fund for year 2008. A show of hands was taken with all members voting in favor. Motion passed 5-0.

Mayor Garcia announced the public hearing was officially closed.

b. Consider approval of a resolution setting a public hearing to consider an amendment to the Transportation Development District for the Wolf Creek Junction development.

A motion was made by Councilmember Hill and seconded by Councilmember Sifford to approve the resolution setting the public hearing for January 5, 2009 to consider the proposed amendment to the Transportation Development District [for the Wolf Creek Junction Development]. A show of hands was taken with all members voting in favor. Motion passed 5-0.

RES. 2008-18. RESOLUTION STATING THE INTENT OF THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS TO CONSIDER AN AMENDMENT TO THE WOLF CREEK JUNCTION TRANSPORTATION DEVELOPMENT DISTRICT PETITION AND PROVIDING NOTICE OF A PUBLIC HEARING REGARDING THE AMENDMENT ALL PURSUANT TO K.S.A. 12-17, 144

c. Consider approval of pay request #1 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$328,316.42.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve pay request #1 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$328,316.42. A show of hands was taken with all members voting in favor. Motion passed 5-0.

d. Consider changes in unit quantity prices under the WWTP contract with CAS Construction.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the changes in unit quantity prices under the Wastewater Treatment Plant contract with CAS Construction. Mr. Slauch requested clarification on the items being considered. Mr. Hafling explained CAS Construction included in their pricing a 1,000 yards of structural backfill and a 1,000 yards of non-structural backfill so at that point there would be no cost to either side; however, he did anticipate the need for additional work at the 163rd Street lift station location. A show of hands was taken with all members voting in favor. Motion passed 5-0.

e. Consider renewal of Cereal Malt Beverage License for Casey's General Stores

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve renewal of Cereal Malt Beverage License for Casey's General Stores. A show of hands was taken with all members voting in favor. Motion passed 5-0.

f. Consider renewal of retail liquor license for Shorty's Liquor (Kathy & Jim Breuer)

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to approve renewal of the retail liquor license for Shorty's Liquor. A show of hands was taken with all members voting in favor. Motion passed 5-0.

g. Consider renewal of Drinking Establishment license for Kelley's Bar & Grill (D & B Associates)

Councilmember Washington asked if all code violations been corrected. The city administrator confirmed that corrections had been made.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the renewal of Drinking Establishment license for Kelley's Bar & Grill. A show of hands was taken with all members voting in favor. Motion passed 5-0.

h. Consider reimbursement payment to Leavenworth County for northbound turn lane at 158th Street and Highway 24-40, project completed in 2004.

A motion was made by Councilmember Hill and seconded by Councilmember Washington to table action until the January 5th meeting with the provision that mayor direct the staff to gather the information as discussed in the work session. A show of hands was taken with all members voting in favor. Motion passed 5-0.

i. Consider approval of a request from the Holy Angels Catholic Church for a grinder pump to be installed to serve the existing church building.

A motion was made by Councilmember Hill and seconded by Councilmember Sifford to approve the request from the Holy Angels Catholic Church for a grinder pump to be installed to serve the existing church building. Councilmember Washington noted the grinder pump ordinance was confusing and asked the city attorney if the ordinance should be amended to allow the city engineer some flexibility to decide on minor grinder pump requests. Mr. Reavey suggested addressing the wording as part of the codification process. Council would also like the planning department to give Council some education and information regarding the difference between grinder pumps and lift pumps. A show of hands was taken with all members voting in favor. Motion passed 5-0.

j. Consider resignation of planning commission member John Flower.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the resignation of John Flower effective December 15, 2008. A show of hands was taken with all members voting in favor. Motion passed 5-0.

k. Consider appointment of planning commission member Jon Gallion.

A motion was made by Councilmember Sifford and seconded by Councilmember McDowell to approve the appointment of Jon Gallion to replace planning commission

member John Flower. A show of hands was taken with all members voting in favor. Motion passed 5-0.

1. Consider a change in approval or authorization authority limits for the city administrator.

A motion was made by Councilmember Washington and seconded by Councilmember McDowell to direct the city attorney to draft an amendment authorizing the city administrator to approve change orders up to \$10,000 on project contracts that were already approved by the City Council. General spending limit would remain at \$2,500. A show of hands was taken with all members voting in favor. Motion passed 5-0.

CITY ADMINISTRATOR REPORT

- **January 27, 2009 - Election registration deadline**
- **Strategic Planning Session** – Council agreed to schedule a strategic planning session for late February. Mayor and council member candidates were encouraged to attend.
- **Pinehurst Sidewalks** – Mr. Slaugh explained sidewalks were never installed on Crimson Drive and the south side of Juniper St. in Pinehurst South Subdivision. The Homeowners Association did not want the sidewalks and were willing to provide a letter to the City requesting that sidewalks not be installed. The resident's reasoning was that landscaping and driveways were already in place and construction would be at the homeowner's expense. The sidewalks are shown on the plat and the maintenance bond has already expired. Mr. Reavey reported when the Council approved the plat, it needed to be enforced.

Pinehurst South resident Sandra Grimes explained she was told by Pinehurst's marketing agent that since the walking trail was in place, sidewalks were not required. Mr. Slaugh stated he would work with the city attorney and get back with the Council. She explained the former Homeowners Association president said he was told the sidewalk was included in the price of the home and wants the sidewalk.

Mr. McIntosh, Benchmark Management, commented in the past, builders were required to put in sidewalks or an occupancy permit would not be issued.

Mr. Slaugh said the question was who was legally obligated to pay for installation, the developer, the resident, or the contractor who built the home.

- Mr. Slaugh requested a fifteen-minute executive session for attorney-client matter regarding Chestnut Lift Station.

MAYOR'S REPORT

- Mayor Garcia wished everyone a Merry Christmas.

- Citizen Forum – December 18, 2008 from 6:00 - 8:00 p.m.
- The LCDC VIP event was held on December 12th. Mayor Garcia and Councilmember Hill and their spouses attended the event.

COUNCIL MEMBER REPORTS

Keith Sifford

Councilmember Sifford extended his condolences to the Flower family and wished everyone a Merry Christmas and a Happy New Year. He wanted to remind everyone to take a moment to realize how precious life was.

Roger McDowell

Councilmember McDowell concurred with Councilmember Sifford.

Jim Washington

Councilmember Washington noted he unable to attend Mrs. Flower's memorial service and asked Mr. McIntosh to express his sympathies to Mr. Flower. He also wished everyone a Merry Christmas.

Terry Hill

Councilmember Hill quoted a saying "To laugh, think and cry everyday is a part of life and if you do that you are living your life to the fullest". He commented that the recent death of Mrs. Flower affected the community and all need to reflect on their day. He wished everyone a Merry Christmas.

Iris Dysart

President Dysart wished a Merry Christmas to all and staff noting she appreciated all they do and with the recent events it made you reflect on life.

EXECUTIVE SESSION

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to convene into Executive Session for up to fifteen minutes to discuss attorney-client privileged matter. A show of hands was taken with all members voting in favor. Motion passed 5-0. The city attorney and city administrator attended the session. (7:45 p.m.)

At 7:55 p.m., the regular meeting was called back to order. Councilmember Washington requested the record reflect that he was exiting the meeting at 7:55 p.m.

ADJOURNMENT

There being no further business to discuss, a motion was made by Councilmember Hill and seconded by Councilmember Sifford to adjourn the December 15, 2008 regular meeting. A show of hands was taken with all members voting in favor. Motion passed 4-0. Meeting adjourned at 7:58 p.m.

Submitted for Council approval with/without corrections or additions this 5th day of January, 2008.

Mayor Chris Garcia

Attest:

Mary A. Mogle, CMC, City Clerk

CHECK REGISTER REPORT

Date: 12/29/2008

AS OF 12/29/08

Time: 1:15pm

City Of Basehor

Page: 1

BANK: First State Bank

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
16107	12/22/2008	Printed	ADVANCE IN	ADVANCE INSURANCE COMPANY	EMPL AD&D/LIFE INS PAYMENT	125.00
16108	12/22/2008	Printed	AFLAC	AFLAC	CAFETERIA PLAN WITHHOLDING PYM	826.70
16109	12/22/2008	Printed	BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	EMPL MEDICAL WITHHOLDING PYMT	12,108.30
16110	12/22/2008	Printed	BROWN J	JOANN BROWN	REIMBURSEMENT VISION ADJ DED	17.22
16111	12/22/2008	Printed	EFTPS	EFTPS	FIT/SS/MEDI WITHHOLDING PYMT	10,666.65
16112	12/22/2008	Printed	GRIFFIN/WI	WILLIAM GRIFFIN	BANKRUPTCY WITHHOLDING PYMT	200.00
16113	12/22/2008	Printed	ING LIFE	ING LIFE INSURANCE & ANNUITY	DEFERRED COMP WITHHOLDING PYMT	6,528.77
16114	12/22/2008	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS STATE WITHHOLDING PYMT	1,626.13
16115	12/22/2008	Printed	KS EMPLOY	KANSAS EMPLOYMENT SECURITY FD	QTRLY WAGE/UNEMPLOYMENT REPORT	240.41
16116	12/22/2008	Printed	KANSAS PAY	KANSAS PAYMENT CENTER	CHILD SUPPORT WITHHOLDING PYMT	379.50
16117	12/22/2008	Printed	KPF EFT	KPF EFT PROGRAM	KPF RETIREMENT WITHHOLDING PYM	3,732.67
16118	12/22/2008	Printed	NEXTEL	NEXTEL COMMUNICATIONS	CELLULAR SERVICES/BATTERIES/PH	828.78
16119	12/22/2008	Printed	SUNFLOWER	SUNFLOWER BROADBAND	PHONE SERVICES-LIFT STATIONS	41.95
16120	12/22/2008	Printed	WESTAR GRP	WESTAR ENERGY	UTILITIES - ELECTRIC	5,207.38
16121	12/29/2008	Printed	ADVANCE PE	ADVANCE PEST CONTROL	PEST CONTROL WWTF & PARK	96.80
16122	12/29/2008	Printed	BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	MEMBERSHIP DINNER REGISTRATION	10.00
16123	12/29/2008	Printed	BASEHOR PA	BASEHOR SENTINAL	PAPER SUBSCRIPTION	37.00
16124	12/29/2008	Printed	BASEHOR SU	BASEHOR SUDS CAR WASH	125 CAR WASH TOKENS USED	262.50
16125	12/29/2008	Printed	BASEHOR TO	BASEHOR TOWN CENTER, LLC	ENGINEERING SERVICES REIMB	2,795.00
16126	12/29/2008	Printed	BROWN J	JOANN BROWN	REIMBURSEMENT STORAGE CABINET	86.03
16127	12/29/2008	Printed	CAS CONSTR	CAS CONSTRUCTION LLC	WWTF EXPANSION & UPGRADE	170,911.80
16128	12/29/2008	Printed	CHIEF	CHIEF	SHIRTS-POLICE DEPT	83.92
16129	12/29/2008	Printed	CINTAS	CINTAS	WEEKLY SERVICES & SUPPLIES	90.00
16130	12/29/2008	Printed	CONWAY SAF	CONWAY SAFETY PRODUCTS	SAFETY VESTS FOR PWD EMPL'S	145.94
16131	12/29/2008	Printed	DATAMAX	DATAMAX	LEASE RENTAL - POLICE	236.05
16132	12/29/2008	Printed	DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	SOLID WASTE/DUMPSTERS/SPEC WAS	10,767.77
16133	12/29/2008	Printed	FELDMANS	FELDMANS	18 TARP STRAPS FOR SNOW CHAINS	50.20
16134	12/29/2008	Printed	FORENSIC P	FORENSIC PRODUCTS	PRINT DETECTION KITS	351.00
16135	12/29/2008	Printed	GALLS INCO	GALLS INCORPORATED	WINTER GLOVES	51.98
16136	12/29/2008	Printed	GEMPLER'S	GEMPLER'S	DRY ERASE WALL CALENDAR	74.80
16137	12/29/2008	Printed	GIBBENS	GIBBENS, SUTTON, & SONNTAG LLC	PUBLIC DEFENDER-AUG TO DEC '08	1,250.00
16138	12/29/2008	Printed	HAYNES EQU	HAYNES EQUIPMENT CO	GRINDER REPAIR/HYDRAULIC FILTE	1,134.43
16139	12/29/2008	Printed	HEART TOW	HEARTLAND TOW INC	TIRE/FRONT BRAKE REPAIRS	273.18
16140	12/29/2008	Printed	HOME DEPOT	HOME DEPOT	24 VOLT POWER SUPPLY FOR WWTF	212.60
16141	12/29/2008	Printed	JADE ALARM	JADE ALARM COMPANY	ALARM SERVICES CITY HALL/WWTF	134.70
16142	12/29/2008	Printed	JOCO ENVIR	JOHNSON COUNTY ENVIRONMENTAL	SAMPLE TESTING 12/04/08	113.50
16143	12/29/2008	Printed	KBI LAB	KANSAS BUREAU OF INVESTIGATION	COURT COSTS-LAB FEE M. WIEHE	400.00
16144	12/29/2008	Printed	KS DOR ALC	KANSAS DEPARTMENT OF REVENUE	MALT BEVERAGES LICENSE 2009	50.00
16145	12/29/2008	Printed	KBI	KBI	HIDTA REIMBURSEMENT E STEWART	1,743.57
16146	12/29/2008	Printed	KNAPHEIDE	KNAPHEIDE TRUCK EQUIPMENT KC	MISC PLOW PARTS FOR PWD	455.10
16147	12/29/2008	Printed	LAWRENCE	LAWRENCE JOURNAL WORLD	PUBLISHED ORDINANCES	282.00
16148	12/29/2008	Printed	LCDC	LCDC	BOARD MEETING REGISTRATIONS	28.00
16149	12/29/2008	Printed	LEAV PROB	LEAV CTY & CO PROBATION OFFICE	PROBATION SERVICES 10-12/08	2,975.00
16150	12/29/2008	Printed	LEAVENWORT	LEAVENWORTH COUNTY COURTHOUSE	RECORDING FEES-ROW,EASEMENTS	144.00
16151	12/29/2008	Printed	LVCO PUBLI	LEAVENWORTH COUNTY PUBLIC WORK	REIMBURSEMENT R-TURN LANE ADDI	79,743.98
16152	12/29/2008	Printed	LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	BOARDING PRISONS 11/01-11/30	210.00
16153	12/29/2008	Printed	LOCKWOOD	LOCKWOOD COMPANY, INC	DRINKING ESTABLISHMENT LICENSE	14.08
16154	12/29/2008	Printed	LOWENTHAL	LOWENTHAL SINGLETON WEBB & WIL	BILLING-AUDIT FINANCIAL STMTS	2,100.00
16155	12/29/2008	Printed	MAAC CLEAN	MAAC CLEANING SPECIALISTS	CLEANING CITY HALL	180.00
16156	12/29/2008	Printed	MARCIT	MARCIT	EMPL DENTAL WITHHOLDING PYMT	1,224.00
16157	12/29/2008	Printed	MCCORKENDA	MCCORKENDALE CONSTRUCTION INC	SEWER CONSTRUCTION-BTC	89,664.93
16158	12/29/2008	Printed	MOGENSON	MICHAEL S. MOGENSON	PROSECUTING ATTORNEY	1,377.50
16159	12/29/2008	Printed	MPH INDUST	MPH INDUSTRIES, INC.	RADAR UNITS	1,878.00
16160	12/29/2008	Printed	OMBPOLLENE	OMB POLICE SUPPLY, INC	SLING/BOOTS/BELT/NAME PLATE	255.64
16161	12/29/2008	Printed	PIERCE	ROBERT PIERCE	REIMBURSE RIFLE CASE/SIDE SADDL	71.02
16162	12/29/2008	Printed	PITNEY BOW	PITNEY BOWES	METER RENTAL/POSTAGE	1,143.68
16163	12/29/2008	Printed	PROCLAMATI	PROCLAMATIONS FOR PROFESSIONAL	BOOKS-RESOLUTIONS & PROCLAMATI	105.00
16164	12/29/2008	Printed	QUILL	QUILL	OFFICE SUPPLIES-BOXES, ENVELOP	365.35
16165	12/29/2008	Printed	REAVEY LAW	REAVEY LAW LLC	LEGAL SERVICES PROVIDED	1,710.00
16166	12/29/2008	Printed	REDDI ROOT	REDDI ROOT'R PLUMBING	JET & FLUSH SEWER MAIN-MARTHA	756.00
16167	12/29/2008	Printed	SCHERER FA	SCHERER FAMILY LIVING TRUST	TEMP CONST EASEMENT/DEED DEDIC	2,934.98
16168	12/29/2008	Printed	SCOTT P	PATRICIA & MICHAEL SCOTT	TEMP CONSTRUCTION EASEMENT	423.65
16169	12/29/2008	Printed	SELECT IMA	SELECT IMAGING	FILEBOUND HOSTING FEE	300.00
16170	12/29/2008	Printed	SELECT SEC	SELECT SECURITY SYSTEMS	REPLACE SECURITY CAMERA/DVR RE	1,800.00
16171	12/29/2008	Printed	SIMMONS GU	SIMMONS GUN SPECIALTIES, INC	AMMO/SHOTGUN/SLING SHOTGUN	1,278.58
16172	12/29/2008	Printed	TOTAL ELEC	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIR 150TH	192.94

CHECK REGISTER REPORT

AS OF 12/29/08

Date: 12/29/2008

Time: 1:15pm

Page: 2

City Of Basehor

BANK: First State Bank

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
16173	12/29/2008	Printed	US POSTAL	UNITED STATES POSTAL SERVICE	ANNUAL RENTAL PO BOX 406	106.00
16174	12/29/2008	Printed	VAZCOM	VAZCOM	MISC PHONE SUPPLIES/BATTERIES	121.21
16175	12/29/2008	Printed	VISA	VISA	ITEMS HOLIDAY PARTY/BOOKS/COPI	1,008.95
16176	12/29/2008	Printed	WALMART MA	WALMART	BATTERIES/SUPPLIES/CLEANING IT	601.28
					Total Checks: 70	Bank Total: 427,343.10
					Total Checks: 70	Grand Total: 427,343.10

REVENUE/EXPENDITURE REPORT
AS OF 12/29/08

For the Period: 1/1/2008 to 12/31/2008

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	2,467,360.00	2,467,360.00	1,786,542.30	47,515.88
Expenditures	2,178,959.00	2,178,959.00	1,700,345.68	142,927.18
Net Effect for GENERAL FUND	288,401.00	288,401.00	86,196.62	-95,411.30
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	35,348.00	35,348.00	27,704.48	2,580.14
Expenditures	19,500.00	19,500.00	4,610.32	0.00
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	23,094.16	2,580.14
Fund: 05 - SEWER FUND				
Revenues	5,851,539.00	5,851,539.00	830,900.90	1,185.79
Expenditures	5,715,259.00	5,715,259.00	1,808,012.04	555,533.65
Net Effect for SEWER FUND	136,280.00	136,280.00	-977,111.14	-554,347.86
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	14,119.00	14,119.00	11,283.94	0.00
Expenditures	10,500.00	13,321.00	12,330.51	1,009.21
Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	798.00	-1,046.57	-1,009.21
Fund: 08 - BOND & INTEREST FUND				
Revenues	890,969.00	890,969.00	1,050,342.32	0.00
Expenditures	1,011,084.00	1,011,084.00	1,010,963.97	0.00
Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	39,378.35	0.00
Fund: 09 - SOLID WASTE FUND				
Revenues	162,744.00	162,744.00	149,754.57	208.76
Expenditures	162,182.00	162,182.00	137,582.67	11,452.37
Net Effect for SOLID WASTE FUND	562.00	562.00	12,171.90	-11,243.61
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	787,548.00	787,548.00	473,386.46	0.00
Expenditures	588,700.00	588,700.00	405,734.44	9,865.76
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	67,652.02	-9,865.76
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	218,247.00	218,247.00	3,152.14	0.00
Expenditures	225,000.00	225,000.00	65,357.57	0.00
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-62,205.43	0.00
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	388,976.00	388,976.00	274,577.81	0.00
Expenditures	375,000.00	375,000.00	0.00	0.00
Net Effect for CAPITAL IMPROVEMENT FUND	13,976.00	13,976.00	274,577.81	0.00
Fund: 18 - BASEHOR TOWN CENTER PROJECT				
Revenues	0.00	0.00	3,781,391.48	0.00
Expenditures	0.00	0.00	455,817.33	143,885.63
Net Effect for BASEHOR TOWN CENTER PROJECT	0.00	0.00	3,325,574.15	-143,885.63

BALANCE SHEET

AS OF 12/29/08

Page: 1

12/29/2008

1:55 pm

City Of Basehor

As of: 12/31/2008

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

001 FSB CHECKING ACCOUNT	78,744.59
002 FSB MONEY MARKET ACCOUNT	2,366,694.36
005 BASEHOR TOWN CENTER ACCOUNT	1,469,459.78
006 BASEHOR TOWN CENTER 90 DAY CD	1,000,000.00
007 BASEHOR TOWN CENTER 180 DAY CD	1,000,000.00
016 103-3 OVERNIGHT ACCT MIP	86,248.58
031 418000021 COMMERCE 2.8% 012009	800,000.00
045 0103-04 MIP 1.37% 021009	1,400,000.00

Total Assets

8,201,147.31

Liabilities

214 SEWER FUND MONTHLY BALANCE	76,215.59
215 SOLID WASTE MONTHLY BALANCE	87,087.39
216 GENERAL FUND MONTHLY BALANCE	1,422,906.74
218 MUNICIPAL EQUIP FUND MO BAL	140,868.73
219 CAPITAL IMPROVE FUND MO BAL	988,238.64
220 SPECIAL PARK & REC FUND MO BAL	145,754.31
221 CONS HIGHWAY FUND MONTHLY BAL	1,846,050.84
226 BOND & INTEREST MONTHLY BAL	106,103.90
230 TOWN CENTER PROJECT MO BALANCE	3,325,445.15
300 CL MAINTENANCE MONTLY BALANCE	62,476.02

Total Liabilities

8,201,147.31

Total Liabilities & Balances

8,201,147.31

INVESTMENT REPORT

as of December 29, 2008

The following recommendation is made for the
January 5, 2009 Council meeting:

ITEM # 1

CD418000021

Commerce Bank

\$800,000.00

This CD matures on **January 20, 2009**. It is recommended that the \$800,000.00 be reinvested for a **six-month or comparable term** at the highest interest rate available.

K.S.A. 9-1401 Investing Active Funds

If a public unit has *active funds* which can be invested, those active funds must be deposited into a NOW account, MMDA, checking account or savings account under the following rules:

- 1) In depositing active funds, the local public unit must **first** look for a BANK which has a **main or branch office in the county** or counties where all or part of the public unit is located.
- 2) If no BANK in Step 1 submits an *acceptable bid* for the active funds, then those funds can be deposited into a **main or branch office** of **any** BANK which has a *branch office* in the **county** or counties in which all or part of the public is located – *regardless of where that Bank is chartered and regardless of where its main office is located.*
- 3) Ineligible BANKS. Active public funds can **never be deposited outside the county** or counties where the public unit is located.

**City of Basehor
MONTHLY CALENDAR
Jan-09**

Date	Time	Event	Location
1 & 2		City Hall Closed-New Year Holiday	
5	6:00 p.m.	City Council Work Session & Mtg	City Hall Meeting Room
6	6:30 p.m.	Planning Commission Meeting	City Hall Meeting Room
7	8:00 a.m.	Chamber of Commerce Board Mtg	First State Bank & Trust
8	11:30 a.m.	LCDC Board Meeting	LCDC Office
12	6:00 p.m.	City Council Work Session	City Hall Meeting Room
13	1:00 p.m.	Municipal Court	City Hall Meeting Room
14	4:00 p.m.	Park Advisory Board Meeting	City Hall Meeting Room
19		City Council meeting moved to 1/22/09 due to Martin Luther King Holiday City Hall Closed-Legal Holiday	
22	3:00p.m.	City Council Work Session & Meeting	City Hall Meeting Room
27	3:00 p.m.	LCDC Infrastructure Meeting	LCDC Office

Next Meetings:

- February 2, 2009 Work Session & Regular Meeting
- February 9, 2009 Cedar Lake Estates Public Hearing-Glenwood Ridge
- February 19, 2009 Work Session & Regular Meeting (moved from 1/16/09)

Mary Mogle

From: Paul Howe [phowe@DeffenbaughInc.com]
Sent: Tuesday, December 16, 2008 5:55 AM
To: Mary A. Mogle
Subject: Council Meeting

Good morning Mary. I was wondering if it would be possible to secure a slot on the agenda for the January city council meeting. I would like to do a simple follow up with the city on the services we are providing and inquire about any current or future needs.

Thanks

Paul Howe

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of an amendment to the Wolf Creek Junction Transportation Development District (TDD) to add the 150th Street Intersection project as an eligible expense.

Department: Administration

Background/Description of Item:

The City of Basehor authorized a TDD agreement for Wolf Creek Junction under Ord. 511 on Feb. 22, 2007 and provided for amendments under section 13.

The amendment would add the 150th Intersection project as an eligible expense on Exhibit B.

Bond counsel, Gary Anderson, advised separating the financial details of the projects and projected revenue from the TDD from the proposed amendment.

Greg Vahrenberg, Piper Jaffray, will make a presentation regarding the proposed projects and the financial impact on the city.

Attached is Resolution 2008-18 approved Dec. 15, 2008 with the notice of public hearing for the amendment.

Funding Source: Transportation, TDD and Corridor Management Funds

Recommendation: Approve an amendment to the Wolf Creek Junction TDD to add the 150th Intersection project as an eligible expense on Exhibit B.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009

Exhibit B
PROJECT COSTS

Grading of Site	\$650,000
Asphalt Paving	240,510
Type B Curb	74,250
Sanitary Sewer	83,700
Sanitary Sewer Manholes	37,500
Storm Drainage	325,765
Storm Structure	51,000
Underground Electric	100,000
Gas Lines	100,000
Water mains	175,400
Sidewalks 5'	74,200
Install Wrought Iron Fence	180,900
Stone Piers for Fence	61,500
Engineering Fees	95,000
Construction of Bridge on Wolf Creek Parkway	275,000
Street Lights and Trees	325,000
Retention Area including Rock Work around ponds and water falls	350,000
Removal of Existing Improvements	60,000
Concrete Paving	204,435
Purchase of Additional Right of Way	100,000
TDD Formation Costs	\$30,000
SUB TOTAL	3,594,160
TDD City Formation and Administration Costs (3,594,160 x 5%)	\$179,708
GRAND TOTAL	\$3,773,868

RESOLUTION 2008-18

RESOLUTION STATING THE INTENT OF THE CITY COUNCIL OF THE CITY OF BASEHOR, KANSAS TO CONSIDER AN AMENDMENT TO THE WOLF CREEK JUNCTION TRANSPORTATION DEVELOPMENT DISTRICT PETITION AND PROVIDING NOTICE OF A PUBLIC HEARING REGARDING THE AMENDMENT ALL PURSUANT TO K.S.A. 12-17,144

WHEREAS, pursuant to K.S.A. 12-17,140 et seq., as amended (the "Act") and the passage of its Ordinance 497, the City of Basehor, Kansas ("City") authorized the creation of the Wolf Creek Junction Transportation Development District ("District") and authorized certain project improvements to be constructed with a maximum cost to be financed with a District sales tax to be levied within the boundaries of the District; and

WHEREAS, the City has received a petition proposing a modification to this previously created District in order to clarify the scope of the approved project improvements to be financed by the District, and the governing body of the City hereby expresses its intent to hold a public hearing on the filed amendment all in accordance with the Act.

THEREFORE, be it resolved by the governing body of the City of Basehor, Kansas, as follows:

1. Public Hearing to consider the filed petition amending the Wolf Creek Junction Transportation Development District to clarify the scope of the approved project improvements shall be held on January 5, 2009, at 7:00 p.m., Central Daylight Time at City Hall, 2620 N. 155th Street, Basehor, Kansas.
2. The Notice of the Public Hearing attached hereto as Exhibit A shall be published at least once each week for two consecutive weeks in the newspaper and shall be sent by certified mail to all owners of real property within the boundaries of the proposed District. The second notice shall be published at least 7 days prior to the date of the hearing and the certified mail notice shall be sent at least 10 days prior to the date of the hearing all pursuant to K.S.A. 12-17,144.
3. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED BY the City Council of the City of Basehor, Kansas on this 15th day of December, 2008.

ATTEST:


Mary A. Mogle, City Clerk


Chris Garcia, Mayor

First published in *Basehor Sentinel* on Dec. 18, 2008
Second publication in *Basehor Sentinel* on Dec. 24, 2008

EXHIBIT A

NOTICE OF PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE EXISTING WOLF CREEK JUNCTION TRANSPORTATION DEVELOPMENT DISTRICT TO CLARIFY THE SCOPE OF THE APPROVED PROJECT IMPROVEMENTS ALL PURSUANT TO K.S.A. 12-17,144

Pursuant to K.S.A. 12-17,144, you are hereby notified that a public hearing will be held regarding an amendment filed to modify the previously created Wolf Creek Junction Transportation Development District (the "District") and will be held at 7:00 p.m., CDT, January 5, 2009, at the City of Basehor, Kansas ("City") City Hall, 2620 N. 155th Street, Basehor, Kansas.

The general nature of the proposed amendment is to clarify the District projects (the "Projects") to be constructed within the District to include the construction of the 150th Street intersection realignment, the construction of Wolf Creek Parkway to its terminus at 150th Street and improvements to 155th Street, including, but not limited to grading, demolition, paving, curbs, gutters, signage, storm drainage, landscaping, signalization, sanitary sewers, underground electric services, gas lines, and water mains.

The total maximum cost of the District Projects will not change from the previously approved amount of \$3,773,868, plus costs of issuance and the costs of interest on any temporary financing and associated reserves.

The District Projects will be financed through bonds issued by the City which will be secured solely by the pledge of revenue received from the imposition of a Transportation Development District sales tax (the "TDD Tax") in the Transportation Development District, or on a pay as you go basis from the revenue received from the TDD Tax.

A TDD Tax will be imposed in the amount of three-fourths of one percent (.75%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the District.

There will be no special assessments on property within the boundaries of the District to pay the costs of the Projects.

The boundary description of the District is as follows:

A tract of land in the South half of Section 2, Township 11 South, Range 22 East of the 6th Principal Meridian, in the City of Basehor, Leavenworth County, Kansas, described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said section; thence along the West line of said Southeast Quarter N2°04'41"W a distance of 127.22' to a point on the North right of way of US Hwy 24-40 as now established, said point being on the South line of "Wolf Creek

Junction" a subdivision of record in Leavenworth County, KS and Point of Beginning; thence along said right of way and plat line the following courses: S 88°31'29"W a distance of 121.05'; S88°30'35"W a distance of 381.37'; N34°02'04"W a distance of 153.55' to a point on the East right of way of 155th Street, as now established; thence along said right of way and plat line N1°51'07"W a distance of 69.03'; thence departing said right of way and along the South line of Lot 1, Block 2 in said subdivision N88°08'53"E a distance of 257.00'; thence along the East side of said Lot N1°51'07"W a distance of 87.10'; thence along a tangent curve to the right along said East line having a radius of 100.00' and a central angle of 20°16'44" an arc length of 35.39'; thence continuing along said line N18°25'37"E a distance of 72.40' to the Northeast corner of said lot; thence along the North line of said Lot on a non tangent curve to the left having a radius of 470.00', a central angle of 12°02'07" and a chord bearing of N85°50'03"W, an arc length of 98.73'; thence S88°08'53"W a distance of 190.29' to a point on the East right of way of said 155th St.; thence along said line N1°51'07"W a distance of 316.43' to the Northwest corner of said plat; thence along the North line thereof N88°31'33"E a distance of 430.00' to the Northeast corner of said plat: thence departing said plat line continuing N88°31'33"E a distance of 1475.30' to a point on the West line of "Prairie Lakes Estates Phase 3" a subdivision of record in Leavenworth County, KS; thence along the West line of said plat S1°41'36"E a distance of 29.25' to the Southwest corner of said plat; thence along the South line of said plat N88°11'09"E a distance of 448.74'; thence continuing along said south plat line S74°50'40"E a distance of 122.29'; thence continuing along said line S60°32'39"E a distance of 297.28'; thence N88°11'09"E a distance of 403.69' to a point on the West right of way of 150th Street, as now established; thence along said West right of way S23°05'35"W a distance of 33.96' to a point on the North right of way line of US Hwy 24-40; thence along said North right of way the following courses: Along a non tangent curve to the right having a radius of 395.00', a central angle of 38°01'34" and a chord bearing of S40°37'07"W, an arc length of 262.15'; S59°37'06"W a distance of 204.55'; along a tangent curve to the left having a radius of 280.00' and a central angle of 46°31'15", an arc length of 227.34'; thence S86°07'21"W a distance of 404.07'; N82°53'33"W a distance of 202.24'; S82°38'16"W a distance of 117.62'; S82°43'15"W a distance of 83.96'; S88°31'29"W a distance of 1235.54' to the Point of Beginning, containing 45.06 acres, more or less.

All interested persons shall be given an opportunity to be heard at the public hearing.

First published in *Basehor Sentinel* on Dec. 18, 2008
Second publication in *Basehor Sentinel* on Dec. 24, 2008

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of an agreement with the Kansas Department of Transportation for construction of Wolf Creek Parkway.

Department: Administration and Public Works

Background/Description of Item:

Nov. 17, 2008 - A motion was made by Councilmember Hill and seconded by Councilmember Sifford to approve combination of 150th Street project with the construction of Wolf Creek Parkway to be funded by the KDOT State Revolving Loan and to be paid by TDD funds contingent on amendment to TDD. The motion was approved on a 3-2 vote.

The proposed agreements from KDOT providing for funding on the projects are attached.

Agreement No. 224-08 Reverse Frontage Road Construction – Wolf Creek Parkway

Special Attachment No. 1 Civil Rights Act of 1964

Contractual Provisions Attachment

The agreement provides for \$500,000 in corridor management funds for completion of the project. Funding for the project will remain available until June 30, 2009. There is a provision in the contract that allows the city to use the \$500,000 to reimburse actual costs of construction or to pay down any Transportation Revolving Fund (TRF) debt.

The City will need to make application for a TRF loan. The TRF loan is anticipated to be paid back from proceeds from the Transportation Development District (TDD). The total proposed funding from the TDD is \$3.7 million based on total build out of the Wolf Creek Junction development. If the projected TDD funding falls short of projection, then general funds of the City would be liable for making up the difference.

If the grocery store does not perform as well as projected (drops below \$12.0 million in sales for the year), TDD tax increment funds are committed to make up the difference for up to five years. This would further limit the available funding for street or other projects.

Greg Vahrenberg, Piper Jaffray, will be available to address some of the financial issues. Since he has not been involved in the project from the beginning, nor had a hand in making up the projection of TDD funding, he is not in a position to offer professional advice on those projections. He may offer opinions on the option of issuing revenue bonds at the completion of the project, funded by the TDD, to pay off the KDOT revolving fund loan.

Funding Source: Transportation, TDD and Corridor Management Funds

Recommendation: Approve Agreement No. 224-08 with the Kansas Department of Transportation to provide \$500,000 in corridor funding towards the Wolf Creek Parkway project.

Prepared by: Carl E. Slaugh, City Administrator

Council Date: January 5, 2009

PROJECT NO. (US) 24-52 KA-1451-01

REVERSE FRONTAGE ROAD CONSTRUCTION

CITY OF BASEHOR, KANSAS

A G R E E M E N T

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

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

Collectively referred to as the "Parties."

PURPOSE: Secretary has authorized a Non-National Highway System city street construction project, hereinafter referred to as the "Project." Secretary and City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. City desires to construct the Project parallel to US-24 on what will be known as Wolf Creek Parkway in the City between the intersections of US-24 and 150th Street and US-24 and 153rd Street. Cities, under certain circumstances, are entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such aid, such work is required to be done in accordance with the laws of Kansas.

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

Construction of a new two-lane, reverse frontage road with asphalt, curb and gutter, storm sewer, sidewalk, and street lights, between the intersection of US-24/40 and 150th Street and US-24/40 and 153rd Street in conformance with the KDOT Corridor Management Policy. Upon completion the reverse frontage road will be known as Wolf Creek Parkway.

EFFECTIVE

DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on _____, 2008.

ARTICLE I

SECRETARY AGREES:

1. To provide technical information upon request to help City acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the

Office of Chief Counsel of KDOT such that City may obtain participation of State funds in the cost of the Project.

2. To provide \$500,000 to City for the total actual costs of construction (which includes the costs of all construction contingency items), but not to exceed a maximum reimbursement of \$500,000. City may elect to use the funds directly for reimbursement of actual costs of construction (which includes the costs of all construction contingency items) or use the funds to pay down any Transportation Revolving Fund (TRF) debt which may be incurred for the construction of the Project. If City elects to use the funds to pay down any possible TRF debt for this Project, City may also use the funds to pay down any possible TRF debt incurred for construction related to the relocation of the north side of the intersection at US-24/40 and 150th Street (see KDOT Project No. KA-1419-02, Preliminary Design and Acquisition). Secretary shall not be responsible for any total actual construction costs (including the costs of all construction contingency items) that exceed \$500,000. Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

3. Funding for this Project will remain available until the last day of State Fiscal Year 2009 (June 30, 2009). If a Notice to Proceed for the Project has not been issued by June 1, 2009 with a projected completion date before July 1, 2010, or the Reserve Account as provided for in Section 2 above has not been established, then City may request Secretary's approval of another eligible project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. If a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made, Secretary may allocate the funds to any project throughout the state that she sees fit.

ARTICLE II

CITY AGREES:

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

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for

State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

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

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

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

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

provided by the Bureau of Local Projects, such right of way, easements and access rights have been acquired. City further agrees they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

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

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

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

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

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

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

harmless, and save Secretary and the construction contractor for damages incurred by Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

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

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

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

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

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

17. To provide the construction inspection in accordance the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of

Design's road memorandums, City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

18. To be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) exceeding \$500,000. City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

19. To, upon determining whether to allocate the funds directly to construction of the Project or allocate the funds to any transportation revolving fund debt service accrued from the Project, notify Secretary to inform her of City's decision. City further agrees to provide Secretary with invoices or receipts documenting how the funds above described have been allocated for the Project. City also agrees to provide receipts of approval by a licensed professional engineer employed by City that the Project is being constructed within substantial compliance of the plans and specifications.

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

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

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

23. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks that are

discovered on right of way, easements and access rights acquired by City. City shall be responsible to Secretary for all damages, fines or penalties, expenses, claims and costs incurred by Secretary from any hazardous waste site discovered on right of way, easements and access rights acquired by City prior to commencement of construction of the Project. City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. City will investigate any and all hazardous waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, City shall hold harmless, defend and indemnify Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

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

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

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

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

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

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

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

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

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

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

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

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

32. If it cancels the Project, it will reimburse Secretary for any costs incurred by Secretary prior to the cancellation of the Project. City agrees to reimburse Secretary within thirty

(30) days after receipt by City of Secretary's statement of the cost incurred by Secretary prior to the cancellation of the Project.

33. To issue a Notice to Proceed for the Project by June 1, 2009, with a projected completion date before July 1, 2010. City may request Secretary's approval of another eligible project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. City further agrees that if a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made by City, Secretary may allocate the funds to any project throughout the state that she sees fit.

ARTICLE III

THE PARTIES MUTUTALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by City and must be in conformity with the latest version, as adopted by Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

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

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

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

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

Secretary may pay the final amount due for authorized work performed based upon City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. City, by acceptance of this Agreement, acknowledges that the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. Secretary and City agree that as the "Single Audit Report" becomes available for the reimbursement period, Secretary will review the "Single Audit

Report” for items which are declared as not eligible for reimbursement. City agrees if payment has been made to City for items subsequently found to be not eligible for reimbursement by audit, City will refund to Secretary the total amount of monies paid for same.

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

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

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

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

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

10. Funding for this Project will remain available until the last day of State Fiscal Year 2009 (June 30, 2009). If a Notice to Proceed for the Project has not been issued by June 1, 2009 with a projected completion date before July 1, 2010, then City may request Secretary’s approval of another eligible project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary.

Signature Page Immediately Follows.

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

ATTEST:

CITY OF BASEHOR, KANSAS

CITY CLERK

MAYOR

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

(SEAL)

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

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

Nondiscrimination Clauses

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

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of an agreement with the Kansas Department of Transportation for construction of 150th Street north of its intersection with US Highway 24-40.

Department: Administration and Public Works

Background/Description of Item:

Nov. 17, 2008 - A motion was made by Councilmember Hill and seconded by Councilmember Sifford to approve combination of 150th Street project with the construction of Wolf Creek Parkway to be funded by the KDOT State Revolving Loan and to be paid by TDD funds contingent on amendment to TDD. The motion was approved on a 3-2 vote.

The proposed agreements from KDOT providing for funding on the projects are attached.

Agreement No. _____ Preliminary design and right of way acquisition for the straightening of 150th Street north of its intersection with U.S. Highway 24-40.

Special Attachment No. 1 Civil Rights Act of 1964 – same as on Agreement 224-08

Contractual Provisions Attachment – same as on Agreement 224-08

The agreement provides for \$325,000 to reimburse the City for the actual costs of preliminary engineering and right of way acquisition, but not to exceed a maximum reimbursement of \$325,000, broken down as follows:

- a) Right of Way Acquisition: reimbursement for actual acquisition of right of way shall not exceed \$122,000; additional right of way expenditures not related to the purchase price shall not exceed \$78,000; and
- b) Preliminary Engineering: reimbursement shall not exceed \$125,000.

The City will need to make application for a TRF loan. The TRF loan is anticipated to be paid back from proceeds from the Transportation Development District (TDD). The total proposed funding from the TDD is \$3.7 million based on total build out of the Wolf Creek Junction development. If the projected TDD funding falls short of projection, then general funds of the City would be liable for making up the difference.

There is some question whether this agreement was approved on Oct. 20, 2008 as an attachment to the Cooperative Agreement between Benchmark Management and the City of Basehor. Since the final agreement was not delivered to the City, after legal review by KDOT staff, until Nov. 26 it appears it was not approved and is now presented in final form for approval.

Funding Source: Transportation, TDD and Corridor Management Funds

Recommendation: Approve Agreement No. _____ with the Kansas Department of Transportation to provide \$325,000 towards 150th Street and US Highway 24-40 Intersection project for preliminary design and right of way acquisition.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009

Carl Slaugh

From: David Gurss [dgurss@ksdot.org]
Sent: Wednesday, November 26, 2008 12:04 PM
To: Carl Slaugh
Cc: Jim Pickett; David Gurss
Subject: KDOT agreements (Wolf Creek Pkwy. and US-24/40 & 150 St. intersection)
Attachments: US24-40 150th agreement (final).pdf; 24-52 KA-1451-01 (final) 224-08.pdf; Special Attachment _Civil Rights Act 1964_.pdf; contractual provisions attachment.pdf

November 26, 2008

Carl Slaugh, City Administrator
City of Basehor
2620 N. 155th St.
P.O. Box 406
Basehor, KS 66007

Re: KDOT Corridor Management funds

Dear Mr. Slaugh:

The following items are attached for your review and consideration:

- Wolf Creek Parkway – Agreement No. 224-08; Project No. KA-1451-01
 - The only change to this document from the last one I sent you is the addition of language about using KDOT funds to pay down a KDOT loan (Article 1, Section 2 on page 2).
- US-24/40 & 150th St. intersection -- Agreement No. 331-08 ; Project No. KA -1419-02
 - This agreement is unchanged from one that Chris Small sent to Patrick Reavey for review last month.
 - The agreement number for this one isn't on the document yet – we'll add it later.
- Special Attachment No. 1 – Civil Rights Act of 1964
- Contractual Provisions Attachment (Form DA-146a)

Please make three original documents of each agreement for your Mayor's signature and mail the signed copies to me for our Secretary's signature. Attach a copy of Special Attachment No. 1 and the Contractual Provisions Attachment to all agreements.

Contact me if you have any questions or wish to discuss Agreement language.

Sincerely,

David E. Gurss

David E. Gurss
Transportation & Land Use Planning Coordinator
Kansas Department of Transportation
Bureau of Transportation Planning

12/23/2008

700 SW Harrison St., 2nd Floor
Topeka, KS 66603
Office (785) 296-3267
Cell (785) 217-4677
Email: dgurss@ksdot.org

PROJECT NO. (U) 24-52 KA-1519-02

PRELIMINARY DESIGN AND ACQUISITION AGREEMENT

CITY OF BASEHOR, KANSAS

A G R E E M E N T

PARTIES: Debra L. Miller, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary;" and

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

Collectively referred to as the "Parties."

PURPOSE: Secretary has authorized a National Highway System design and city street right of way project, hereinafter referred to as the "Project." Secretary and City are empowered by the laws of Kansas to enter into agreements for the design and acquisition of city streets in the City utilizing state funds. City desires to design the Project and acquire property for the Project north of the intersection of US-24/40 and 150th Street.

PROJECT: Secretary and City desire to enter into this Agreement for the preliminary engineering and property acquisition of the Project within the City, and City assumes sponsorship of the Project, which is described as follows:

Preliminary design and right of way acquisition for the straightening of 150th Street north of its intersection with US-24/40.

EFFECTIVE

DATE: The Parties, in consideration of the premises and to secure the approval and construction of the Project, shall mutually agree to perform in accordance with this Agreement on _____ 200__.

ARTICLE I

SECRETARY AGREES:

1. To provide technical information upon request to City or City's consultant in accordance with the laws and procedures established by KDOT.

2. To provide technical information upon request to help City acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT such that City may obtain participation of State funds in the cost of the Project.

3. To reimburse City for the actual costs of preliminary engineering and right of way acquisition, but not to exceed a maximum reimbursement of \$325,000, broken down as follows:

- a) Right of Way Acquisition: reimbursement for actual acquisition of right of way shall not exceed \$122,000; additional right of way expenditures not related to the purchase price shall not exceed \$78,000; and
- b) Preliminary Engineering: reimbursement shall not exceed \$125,000.

Secretary shall not be responsible for any design plan and acquisition costs exceeding the above identified reimbursement limits. Secretary agrees to make partial payments to City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by City. Secretary shall not be responsible for the total actual costs of construction, utility adjustments, and construction engineering for the Project.

4. Funding for this Project will remain available until the last day of State Fiscal Year 2009 (June 30, 2009). If a Notice to Proceed for the Project has not been issued by June 1, 2009 with a projected completion date before July 1, 2010, then City may request Secretary's approval of another eligible project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. If a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made, Secretary may allocate the funds to any project throughout the state that she sees fit.

ARTICLE II

CITY AGREES:

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. City agrees to furnish Secretary one (1) final set of plans for his or her records.

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

the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

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

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

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

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

City further agrees they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

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

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

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

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

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

12. To be responsible for zero percent (0%) of the total actual costs of right of way up to \$200,000 and zero percent (0%) of the total actual costs of preliminary engineering up to \$125,000. In addition, City agrees to be responsible for one hundred percent (100%) of the total actual costs right of way acquisition exceeding \$200,000 and one hundred percent of the total actual costs of preliminary engineering exceeding \$125,000. City further agrees to be responsible for one hundred percent (100%) of the total actual costs for utility adjustments, construction, and construction engineering for the Project.

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

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

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

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

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, City shall hold harmless, defend and indemnify Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

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

by law.

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

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

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

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

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

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

20. To issue a Notice to Proceed for the Project by June 1, 2009 with a projected completion date before July 1, 2010. City may request Secretary's approval of another eligible

project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. City further agrees if a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made by City, Secretary may allocate the funds to any project throughout the state that she sees fit.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The final design plans for the Project are by reference made a part of this Agreement.
2. If any items are found to be non-participating by Secretary, acting on his or her own behalf or on behalf of the Federal Highway Administration, the total cost of these items will be paid for by City.
3. Representatives of Secretary may make periodic inspection of the Project and the records of City as may be deemed necessary or desirable. City will direct or cause its contractor to accomplish any corrective action or work required by Secretary's representative as needed for a determination of federal participation. Secretary does not undertake (for the benefit of City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.
4. It is the policy of Secretary to make final payments to City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require City to comply in accordance with those standards.

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

City agrees to comply with all appropriate state and federal laws and regulations for this Project.
5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

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

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

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

9. Funding for this project will remain available until the last day of State Fiscal Year 2009 (June 30, 2009). If a Notice to Proceed for the Project has not been issued by June 1, 2009 with a projected completion date before July 1, 2010, then City may request Secretary's approval of another eligible project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. If a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made, Secretary may allocate the funds to any project throughout the state that she sees fit.

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

ATTEST:

CITY OF BASEHOR, KANSAS

CITY CLERK

MAYOR

(SEAL)

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

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an offer by Steve Miles, Miles Excavating Inc., for acquiring the right-of-way on the south side of U.S. Highway 24-40 required to extend 150th Street to the south.

Department: Administration

Background/Description of Item:

The work on the north side of U.S. Highway 24-40 to straighten out 150th Street will have a short term and future long term impact on Miles Excavating Inc. (MEI, Inc.). As proposed in the short term the intersection would dead end into MEI. In the long term the street would be extended to the south and connect to the existing 150th Street and possibly serve as the access point for the proposed industrial park south of 147th Street.

Under previous plans MEI had proposed to move their offices and business to the 147th Street location. A final plat for Miles Industrial Park was approved by the city council March 6, 2006. Work had also been started on the turn lanes at 147th Street under a permit from KDOT and the grading was mostly completed in 2007, but was halted with construction of the K-7 interchange.

MEI, LLC submitted a request March 10, 2008 for a temporary office building on the 2.6 acre parcel, which was considered at the April 1, 2008 planning commission and approved, with a stipulation that the building be removed within 42 months, no later than Oct. 1, 2011.

The proposed alignment of 150th Street would go east of the temporary office location and create a new, previously approved access point that would consolidate two other access points off of 24-40.

Mr. Miles has proposed to exchange the right of way for the realigned 150th Street for the following:

1. Guaranteed access to both sides of the property, completion of the acceleration/deceleration lanes at KDOT/City of Basehor expense.
2. Construction of the acceleration and deceleration lanes at 147th Street at KDOT/City of Basehor expense.
3. Return the 147th Street and 24-40 Intersection to the full access status as it was once proposed before the 24-40 Corridor Agreement was finalized.

The City is not in a position to respond to the request from Steve Miles by January 17, 2009 as proposed. In lieu of an agreement, Mr. Miles requested a cash payment be negotiated for the right of way. An estimate of the cost of constructing the acceleration/deceleration lanes would need to be provided by an engineer and a an official appraisal made of the property in order to make an informed decision on the issue. The issue of restoring the 147th Street intersection to full access would require approval or consideration by KDOT and the 24-40 corridor management committee.

Funding Source: Consolidated Highway

Recommendation: Request a time extension from Mr. Steve Miles on his offer and provide a time line to obtain the information to make an informed decision.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009



15063 State Avenue
Basehor, KS 66007
Office: 913.724.1934

*Over 25 Years
of Excellence!*

December 11, 2008

Mr. Carl Slaugh
Basehor City Administrator
2620 N. 155th St.
Basehor, KS 66007

Dear Mr. Slaugh:

It is disappointing that our meeting on December 2, 2009 could not have been more productive; especially considering the fact that the first issue that you wanted to discuss (access points on the new 150th Street) is seemingly, the same issue I've been asking for a definitive on for months.

I appeared in front of the Basehor City Council on November 10, 2008 and at that time offered a collaborative effort on behalf of Miles Excavating and the City of Basehor. It was my understanding that this offer was greatly appreciated and welcomed. This offer was that I, in lieu of a cash settlement for the right-of-way needed for 150th Street; would agree to trade that needed access for the three below noted caveats:

- 1) Since the 150th Street would cut through Miles Excavating property; I need to be guaranteed access to both sides of that property. I have requested that this guarantee be in writing and to know where the proposed entrances would be located into each of these lots. I must be able to utilize both parcels of property. I agreed that the new entrance into this property where my office and shop are located should line up with the proposed alignment of 150th Street to the north of US 24-40 when it is constructed. I have indicated that a range of 125'-200' is needed for the 150th Street crossing the property; as long as access into both sides of the property is readily available once 150th Street is built and the access roads are in.

I also agreed that the acceleration/deceleration lanes on the south side of US 24-40 would be acceptable. The existing entrance permit included a 12' x 240' taper on both the approach and exit sides of the entrance. From KDOT observation on November 10, 2008, it looked like it would be possible to construct a deceleration lane within the existing right-of-way and an acceleration lane should work as designed in the entrance permit (12' x 240'). The acceleration and deceleration lanes are an absolute necessity to this modification and would need to be installed at KDOT/City of Basehor expense.

- 2) Construction of the acceleration and deceleration lanes at 147th Street must be completed within an agreed upon time period between myself and City of Basehor. The creation of acceleration and deceleration lanes for EB US 24-40 and WB US 24-40 and the WB left turn lane are all a part of this stipulation and would need to be created at City of Basehor/KDOT expense. I have provided pricing as to an estimate of what it may cost to build these lanes; I will include this pricing with this correspondence.
- 3) And, within an agreed upon time frame between myself and City of Basehor; the 147th Street intersection will be returned to full access as it had originally been set-up and approved before modified by City of Basehor in 2008.

It has been over one month since I provided this offer to the City of Basehor, and in that time period I have not received any direction from you as to where the City of Basehor stands. I have been stymied by the indecision of the City for several years now due to the 150th Street and the 24-40 corridor debacles. At this time, I have no other option than to put a deadline on my above offer so that I can move forward. The offer will expire on January 17, 2009.

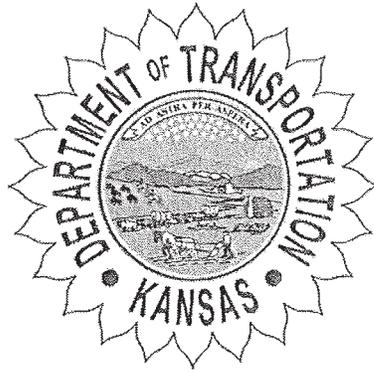
If the City of Basehor has not made a concerted effort in writing; to agree to my conditions and have a timeline that is agreeable to me, then it will be deemed that there is no interest in this arrangement and a cash settlement would have to be negotiated with me for the 150th Street right-of-way.

I am perplexed as to whom I should be speaking with in order to remedy a decision on this offer. I feel as though I have reached out several times to discuss the issues that I have noted above but there seems to be little progress in finalizing any of the aspects. What can be done to remedy this and move forward?

Respectfully,

A handwritten signature in cursive script that reads "Steve Miles".

Steve Miles
President



Transportation Revolving Fund

Program Guide

Innovative Financing for Kansas Communities

Bureau of Fiscal Services

Revised August 25, 2005

Transportation Revolving Fund

Program Guide

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Editions and Revisions

Created: 11/3/2003
First Revision: 8/20/2004
Second Revision: 8/25/2005

Transportation Revolving Fund

1 Background

The Kansas Transportation Revolving Fund ("TRF") is a statewide revolving loan fund. It is designed to promote innovative transportation funding solutions. The purpose of the TRF is to provide financial assistance to local governmental units for transportation projects. The TRF offers a wide range of loan and credit enhancement opportunities for eligible projects. Local governmental units can repay loans with various revenues including Special City & County Highway Fund allocations or locally raised revenues such as sales taxes.

The National Highway System Designation Act of 1995 established the program for State Infrastructure Banks, called Revolving Funds in some states. Under this law, states may provide financial assistance through the State Infrastructure Bank to local governmental units for transportation projects. Financial assistance can be loans or credit enhancements such as loan guarantees. Loan repayments are recycled to provide new loans.

K.S.A.2004 Supp. 75-5063 through 75-5069 authorized the Secretary of the Kansas Department of Transportation to establish and administer the TRF. The TRF operates under the authority of the Kansas Department of Transportation. The TRF is governed by Rules and Regulations K.A.R. 36-40-1 through 36-40-9. There is no sunset provision regarding the TRF.

A transfer of monies from the state highway fund capitalized the TRF. Proceeds from the issuance of bonds will also be used for project financing. An application for the local share of a state or federal project does not change the financing source. If a project is part of another KDOT program, such as KLINK, Geometric Improvement, or Economic Development, it is subject to all the rules of that program.

Borrowing from the TRF does not count against a local government unit's maximum bonding authority.

2 Eligible Borrowers

All cities, counties, and other governmental units of the State of Kansas are eligible to borrow from the TRF. In addition, private enterprises are eligible if they have a governmental unit as a partner.

3 Eligible Projects

A project must be a bridge, culvert, road, street, or highway. Transit, aviation, railroad projects, and trails are not eligible for financing. Projects must be consistent with the state highway system, as it exists now or in the future. Local communities identify their transportation needs and submit a project application. Applicants may combine several projects on one application as a highway improvement program; however, each project must be listed separately with supporting information on the application.

All phases of a project are eligible for financing. This includes planning, design, right-of-way acquisition, construction engineering, and construction. The TRF can finance utility adjustments if they are incidental and necessary for the completion of the approved project. However, the main purpose of the project must remain the acquisition, construction, improvement, repair, rehabilitation, maintenance, or extension of a road, bridge, or culvert.

Applicants are required to provide the following written assurances with the application.

- The project will be designed by a licensed professional engineer.
- The project's designer will approve any revisions or deviations from the plans and specifications.
- The project will be inspected by a certified inspector who shall certify that the project is constructed in substantial conformity with its plans, specifications, and any authorized revisions.

Approved borrowers are required to provide the following when the project is open to unrestricted travel.

- A written statement from the recipient's licensed professional engineer that the design of the project and any authorized revisions for the project followed the then-existing and generally recognized and prevailing engineering standards and were in compliance with the applicable federal and state laws and regulations.
- A written statement from the recipient's certified inspector indicating that the project was constructed in reasonable conformity with its plans, specifications, and any authorized revisions.

In addition, approved borrowers are required to provide the following at the time of final acceptance.

- A written statement from the recipient's certified inspector indicating that the project was constructed in reasonable conformity with its plans, specifications, and any authorized revisions.

4 Type of Assistance Available

The TRF offers direct loans and credit enhancements, such as loan guarantees and bond insurance. The TRF can refund bonds but will do so only after all demand for construction has been satisfied.

5 Terms of Assistance

The term of a loan is limited to the lesser of 20 years or the design life of the project being financed, including the construction period. For example, a 15-year loan with a two-year capitalization period has a payback period of 13 years. The term of the loan and the payback period are equal when payments begin within six months of the loan agreement's dated date. There is no penalty for early prepayment of a loan.

Applicants may be required to purchase bond insurance and/or pledge to levy ad valorem taxes without limitation as to the rate or amount upon all taxable tangible property, real or personal, within the jurisdiction. A dedicated sales tax may be substituted for the pledge of ad valorem taxes if bond insurance is purchased.

6 Amount of Assistance

There is no minimum or maximum amount of assistance set by the statute or by the regulations. However, due to the practical limits imposed by the amount of capitalization, the TRF will not make loans over \$6,000,000 to any one borrower during the fiscal year. This policy will be reviewed as the TRF gains experience and/or economic conditions change.

7 Interest Rates and Service Fees

The interest rate is set at 80 percent of the 90-day average of the *Bond Buyer* 20 Bond Index. This rate must be consistent with the provisions of K.S.A. 2004 Supp. 10-1099, as may be amended from time to time. The interest rate is set on the date of the loan agreement.

A service fee of .25% is charged on each loan. The borrower is not charged interest or service fees until the first draw is made and then only on the amount drawn.

These policies will be reviewed and revised as the TRF gains experience and/or economic conditions change.

8 Application

Applications can be submitted at any time. Applications are considered and processed as they are received by the TRF. Applications are available from the KDOT Bureau of Fiscal Services or on the department's website at www.ksdot.org.

A complete application includes:

- Three years of audited financial statements for the jurisdiction;
- A copy of a bond-rating letter or insurance binder, if the jurisdiction has issued rated or insured debt in the past;
- A schedule of payments on current debt obligations that will be made during the term of financial assistance desired from the TRF;
- A map of the project with the area of the project highlighted and beginning and end points clearly marked;
- The KDOT project number in the location or description if the project is a part of any other KDOT program;
- A completed application with any additional statements attached as indicated on the application.
- The total amount on the schedule of anticipated drawdowns must equal the amount of financial assistance requested.

It is important that applicants provide complete information. Applications that are incomplete may be delayed in processing or may be rejected altogether

9 Project Modifications and Adjustments

KDOT realizes that costs may change or projects may be modified between the time that a project is approved and the time of actual construction. The applicant should inform KDOT of all changes, in writing, as soon as possible. If a loan agreement has not been signed and a change to the application is required or requested, the applicant should file a supplemental application with the TRF.

If a loan agreement has been executed and a change to the loan agreement is required or requested, the borrower must submit a supplemental application following the requirements listed below as applicable. This supplemental application will be reviewed the same as an original application. If approved, KDOT Special Counsel will prepare an amendment to the loan agreement for execution. The following process is to be followed by a borrower seeking an amendment to the loan:

- The borrowing entity should formally authorize its officials to request to amend the loan at a public meeting and a copy of the minutes of that meeting should be provided to KDOT with the supplemental application.
- The borrower shall submit a supplemental application detailing the required or requested changes with a letter of explanation to KDOT.
- The supplemental application will be reviewed by KDOT, its financial advisor, and KDOT special counsel.
- The Secretary or her designee will approve or disapprove the request described in the supplemental application and notice will be sent to the borrower.
- An amendment to the loan agreement will be drafted by KDOT and executed contingent on the Secretary's approval.

10 Evaluation

Applications are considered on the following basis.

- Is the applicant a governmental unit of the State of Kansas as defined at K.S.A. 2004 Supp. 75-5064?
- Is the project consistent with the state highway system?
- Is the applicant creditworthy?
- Is the term of the loan equal to or less than the design life of the project?

Applicants are responsible for ensuring that all federal and state requirements are met during all phases of a project. KDOT will not monitor non-KDOT projects for compliance. KDOT will rely on the written assurances of the applicant and the applicant's licensed professional engineer that the project meets generally recognized and prevailing engineering standards. KDOT also will rely on the applicant's certified inspector that the project was constructed in reasonable conformity with its plans, specifications, and any authorized revisions. KDOT will not set specifications for projects that are not part of a KDOT program. However, the type of construction on any project will determine the design life of the project and therefore the allowable term of the loan.

Projects do not have to be part of an applicant's five-year plan to be considered for financial assistance from the TRF.

11 Loan Closing

Normal turnaround time for the approval process is approximately 60 days from application to loan agreement. An application approved by the Secretary must result in a loan (or other assistance) that is closed within six months of the date of the Secretary's approval letter unless an extension is approved in writing by KDOT. Loan documents are prepared by KDOT Special Counsel. The primary loan document is the loan agreement and its accompanying exhibits and forms. The loan agreement including its exhibits provides the terms of the loan. The agreement conforms to IRS rules for tax-exempt debt. Draft copies of the agreement are sent to the city or county clerk and to applicant's legal counsel for review. No changes to the KDOT forms are permitted without the express written approval of KDOT.

The borrower must provide additional documents at closing. At a minimum, these will include a resolution authorizing the borrowing, an opinion of counsel addressing the legality of the transaction and such other closing documents as are required by KDOT. If the borrower is securing the loan with a dedicated sales tax, proof of the statutorily required public approval of the sales tax must be provided. KDOT will notify the borrower of the Closing Date.

12 Procedure for Disbursement of Funds

An account for each approved loan will be established in the TRF for face value of the loan. Borrowers will submit a copy of an invoice or engineer's statement with a disbursement form to the TRF for disbursement of funds. Disbursement requests must have the signature of a licensed professional engineer or inspector on construction statements. No disbursement will be made prior to the Closing Date for the loan.

If the loan is for a local government's matching share of a KDOT project, then the borrower will submit a copy of the KDOT Concurrence in the Award, Commitment of Funds resolution and the disbursement form. The money will be disbursed to the borrower who will then remit the amount due to KDOT. The authorized draw schedule will be structured to meet KDOT's requirements.

For loans not involving a KDOT project the loan funds must be withdrawn as construction on the project progresses. The borrower must make its first draw within 30 days of the loan agreement's Closing Date; thereafter the following required draw schedule must be followed:

- 15% within 6 months of the loan agreement's Dated Date;
- 35% within 12 months of the loan agreement's Dated Date;
- 75% within 18 months of the loan agreement's Dated Date; and
- 100% within 24 months of the loan agreement's Dated Date.

If a borrower cannot comply with this disbursement schedule, then either a new dated date must be used for the loan agreement or the amount of the loan must be segmented using separate loan agreements.

Any adjustment to this schedule after the loan agreement is signed must be approved by KDOT and Kansas Development Finance Authority to ensure full compliance with any applicable arbitrage requirements imposed via the U. S. Tax Code and Regulations. Such an adjustment will require a written supplemental application as discussed in section 9 above.

The TRF is not designed to be a forward hedge, and applications proposing such will not be approved.

Disbursement forms may be obtained from the office of the TRF from the address at the end of this document.

13 Repayment of the Loan

Loan payments may be deferred up to two years from the date of the loan agreement during the construction period. Repayment may not be deferred more than two years, even if the construction period is longer. Borrowers may prepay loans at any time without penalty.

14 Default Remedies

The Secretary of Transportation is authorized by K.S.A. 2004 Supp. 75-5069 to intercept a local government's allocation of special city and county highway funds in the event of default. Further explanation of default is explained in the loan agreement. All applicants should read this document carefully.

15 Contact Information

If you desire a copy of the statutes, rules and regulations, model loan document, application or any other information about the TRF, please call or write:

Evelyn Fitzpatrick
Program Manager, Transportation Revolving Fund
Kansas Department of Transportation
700 Harrison St., 7th Floor
Topeka, KS 66603
Voice: 785-296-4782
Fax: 785-296-7927
Email: evelynf@ksdot.org

Copies of the statute, rules and regulations, application with instructions, and the program guide are available on the KDOT website at www.ksdot.org. Look under "Doing Business."

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of pay request #2 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$170,911.80.

Department: Administration and Public Works

Background/Description of Item:

Pay request #2 from CAS Construction LLC for the WWTP expansion has been submitted and reviewed by Burns & McDonnell Engineers for payment in the amount of \$170,911.80.

At the monthly progress meeting the following work was reported: See item #1 on the attached monthly progress meeting minutes.

Discussion took place regarding weather days, seasonal averages, and how a weather day would be determined and documented as affecting the project schedule. Cold temperatures have prevented crews from pouring concrete; however work has progressed in other areas.

	Amount	Percent Complete
Pay #1	\$328,316.42	7.4%
Pay #2	\$170,911.80	11.2%

A reimbursement pay request will be submitted to KDHE following approval by the city council.

Funding Source: Sewer Fund

Recommendation: Approve pay request #2 from CAS Construction LLC in the amount of \$170,911.80 and authorize the mayor and city administrator to sign the necessary documents.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009

Construction Progress Report No. 1 December 18, 2008 Progress Meeting

I. Progress Since Last Progress Meeting –

- a. Progress – there have been 15 working days since the last progress meeting. There have been quantifiable work days lost to weather (see section III. below). Mobilization activities continued with finishing work spaces and storage areas. Work continued on at excavation for the clarifier complex. This area came to final grade about December 1st. The 16” influent lines were excavated, pipe set, tested, rebar set and concrete pours completed. The 12” drain lines were excavated, pipe set, tested, rebar set and concrete pours completed. The center hub slab and walls were poured for SC2. Ready for rebar setters to start on the basin slab. Excavation continued on the carousel basin 2 area after completing the clarifier complex.
- b. Subcontractors- during the last month the only subcontractor onsite has been Pro Dirt & Rock (excavation / earthwork contractor). PtN was onsite to take project status photos on December 12th.
- c. Staff/ Equipment- CAS currently has five (5) people assigned to the project.
- d. Materials/ Equipment Deliveries- 16” and 20” pipe and fittings; PRV for basin slabs.

II. Upcoming Work Items (next 30 days)-

(See attached Look Ahead schedule for detail)

- Carrousel 2 – completion of the carrousel basin 2 excavation
- Clarifier1 & 2 – finishing the center hub and walls, setting of rebar for the clarifier slabs, pouring of the slabs
- Piping – basin drains, 20” effluent, 6” sludge decant
- 163rd St Lift Station – preliminary work to prep to start in late January or early February.

III. Delays / Changes In The Work Since The Last Meeting-

Since the last progress meeting the five (5) year average for each proposed work month was analyzed and summarized in a table (attached). Means (normal) data was established per section 00700 article 12.01.B.7. The daily data was analyzed as well for the work period (also attached). We have been delayed on critical path work for three and a half (3.5) work-days this period. Lost days due to weather through the period – 12/9, 12/10 (1/2 day), 12/15, 12/16. Five year average data for temperatures compared to the actuals that were encountered indicate that these dates were extremely below what could have been expected. A request can be made to request three and a half (3.5) work days, adjusted to six (6) for calendar days due to weather conditions for the period from November 20-December 18.

The contract has three issues for weather delays: 1. the weather delays do not have to affect the critical path for the project, 2. weather delays are typically excusable, non-

compensable delays and with this contract they are excusable and compensable, and 3. there is no anticipated plan for methodology or calculation.

Before the next progress meeting, CAS and the Engineer will establish a process to submit to the Owner for approval on how to handle these issues looking forward.

IV. Submittal Status –

As of this date there are 47 submittals or resubmittals that have been submitted, reviewed and returned. Average turnaround time on the review is 8 calendar days. There are currently 3 submittals, resubmittals or O&M's in for review. (Status Report attached)

V. Schedule Analysis-

The update of the schedule is complete as of the date of this progress report. Updates have been made for actual dates of work completed and percentages of completion for uncompleted work. Durations have been changed to reflect current status of items released for fabrication and the expected delivery dates. Longest lead items currently are the carousel basin equipment (24-26 weeks), the clarifier equipment (26 weeks – released for fabrication December 8) and the UV equipment (16-20 weeks after approval – submittals are due January 5th).

The current critical path indicates that the weather has shifted the critical path. A comparison report is attached to this report as well comparing file versions of this and the last schedule updates. The current critical path is now going through the SC 1 & 2 slabs and then through the walls, and then off to the carousel walls, equipment set and startup. The path shift is currently due to path logic and dependencies on crews and forms between clarifiers and carousel. Durations for walls and additional activities detailing logic should be complete by the next update for a more accurate review.

Secondary paths are in the clarifier equipment (3 days) and the balance of completing the complex. Next closest path (15days) is anoxic and anaerobic basins. Minor tweaking of the durations and logic for the carousel may take it off the main critical path, but the secondary path of the equipment deliveries will then be critical and will only save three days on the end date for the project. Equipment deliveries for the major items will need to be confirmed and committed by the next update.

There is a gap currently in the schedule that exists between the slab and the walls at the Carousel Basin that if overlapped with the SC walls would move the completion date back to a date prior to substantial completion. Analysis of wall form overlap and durations for forming the Carousel Basin will be reviewed and revised prior to the next update. We are leaving the schedule as is for now as the logic and durations have not changed since the last update and indicates the weather impacts to the current work.

VI. RFI Status –

To date there have been only 3 RFI's submitted and all have been answered. Average turnaround time on RFI's has been 4 days. RFI 2 will bear further discussion regarding the 163rd Street lift station.

VII. Pay Application Status –

Pay Application number 1 was submitted on November 20 for review and approval. The process has now been established for future pay applications. The application was approved by City Council on December 15, 2008. Pay application 2 will be submitted this date for review and approval. The next application will be submitted at the next progress meeting on January 29, 2009.

VIII. Attachments to Report (all documents updated and dated as of the meeting date unless otherwise noted)

- 3 – week look ahead dated
- Weather Data Summary
- Daily Weather Data
- Status Report / Submittal Status
- Updated schedule
- Comparison Utility
- Pay application cash flow (for Pay Application 2)

Memorandum



Date: December 18, 2008

To: Carl Slaugh

From: George Allaire

Re: Basehor WWTP Expansion and Upgrade
Construction Progress Period ending – 12/18/2008.

Completed work:

- Existing scum piping was relocated and placed in service.
- Mass excavation of the secondary clarifiers.
- Influent and sludge pipe encasements beneath secondary clarifiers 1 & 2.
- Secondary clarifiers 1 & 2 sump bases were built.
- Secondary clarifier 2 sump wall was poured.
- Secondary clarifier 2 was fine graded and 6" aggregate was placed.

Continuing work during January:

- Carrousel mass excavation will be completed.
- Secondary clarifiers slabs complete.
- Secondary clarifier 2 wall forms will begin.
- Phased yard piping will begin.

Project Impacts:

- Three days lost to weather.

**BASEHOR WWTP EXPANSION AND UPGRADE
BURNS & MCDONNELL PROJECT 47632**

**Monthly Progress Meeting Agenda
December 18th, 2008
*[Minutes in Italics]***

1. Review of construction progress
 - *Received more pipe and rebar, which will be reflected in the updated SOV issued for the month.*
 - *Excavation for the clarifiers has been completed. Excavators have moved on to the Carrousel. They will require only a few more days to complete. 1 foot of cover will be left on excavation until ready for further construction to provide frost and ice protection.*
 - *Pipes and encasement under clarifiers 1 and 2 have been placed. Both clarifier hubs have also been poured. Base hub walls have been constructed for clarifier 2. Slab rebar is currently being placed in clarifier 2.*
 - *Monthly report, schedule status, provided at meeting by CAS. BMcD and City will review and provide comments.*
2. Field observations, interface requirements, conflicts
 - *Delivered concrete issues, see Item #11 below.*
3. Problems which impede construction schedule
 - *Cold and precipitation in the weather has caused 2 missed days this week (Monday and Tuesday).*
 - *Discussion continues on the methodology about:*
 - *Determining what is a cold-weather day that can be used to extend completion date.*
 - *Determining those days with respect to critical path activities.*
 - *Determining if weather days are excusable and compensable.*
 - *General concensus that CAS will determine a number of expected cold weather days by month for the remainder of construction schedule. BMcD and City will review. Determination should be agreed upon prior to next meeting.*
4. Off-site fabrication
5. Delivery schedules

6. Submittal schedules and status
 - *Good turnaround time ~8 days average.*
 - *See Item #18 below for B Action Submittals.*
 - *Temporary hold on FeCl3 tank submittal until odor control issues finalized (see item #12 below)*
7. Temporary facilities and services
 - *Problem with entry gates freezing up.*
8. Hours of Work
9. Hazards and risks
 - *No noted issues, CAS having weekly safety meetings.*
10. Housekeeping
11. Quality and Work standards
 - *Initial concrete delivery quality issues.*
 - *LaFarge concrete delivery issues – delivered concrete has high slumps and irregular air contents. This concrete was only allowed because it was used on non-critical portions of clarifiers: pipe encasement. LaFarge is acting on issues and will be bringing in one of their QC managers to correct the issues at the batch plant.*
 - *Future pours that utilize pumped concrete will have Super-P to help flow of concrete. Slumps will be higher with this additive in the mix.*
12. Change Orders
 - *Change Order No. 1 will be generated by BMcD for review, see item #18.*
 - *Future COs are to be processed monthly.*
 - *163rd Street Lift Station: trash basket modifications, RFI 2.*
 - *Discussion on the possible placement of the trash basket in the wet well at the 163rd St Lift Station. Possible changes would require:*
 - *basket to be lifted existing hoist*
 - *basket to be removed before pulling any pumps*
 - *revised hatch scheme to allow continuous cable attachment to hoist*
 - *Safety net for fall protection needed at installation*
 - *Warning labels attached to hatches – hatches not weight-bearing*
 - *CAS has confirmed with City that change would be reviewed and analysis should be continued by CAS to see if application is feasible and what costs/benefits are associated to Contract.*

- *Questions were also asked on how to seal walls of wet well. Previous construction activities, noted by City, indicate that walls may not be grouted properly. This may create a large enough void to be unable to grout core drill correctly.*
 - *Also discussed odor control dosing system at Lift Station. City will evaluate the design of the FeCl3 feed system to see if totes or drums could be used and stored in existing hut. BMcD will forward on design notes and equipment quotes to City and CAS.*
13. Documentation of information for payment requests
- *PR #2 values have been agreed to by BMcD and CAS. Should be sent to City by Friday. On City Council Agenda January 5th.*
 - *CAS has received PR#1 payment from City to 11% of Contract.*
14. Corrective measures and procedures to regain construction schedule if necessary
15. Revisions to construction schedule
16. Review of proposed activities for succeeding work period
- *Review of CAS 3-week look-ahead schedule includes:*
 - *Continued placement of rebar in clarifier 2*
 - *Center hub wall pour in clarifier 1*
 - *Floor slab pour in clarifier 2*
 - *Continued excavation of Carrousel*
 - *Placement of yard piping*
 - *Schedule is not accounting for weather problems that may impede concrete placement or final excavation.*
17. Review proposed Contract modifications for:
- A. Effect on construction schedule and on completion date
18. Other business
- B Action submittals
 - *BMcD will review actions on noted submittals.*
 - Influent flow meter coordination with new line to plant.
 - *City noted that a new 8" forcemain will redirect portion of flow that used to enter 163rd Street Lift Station directly to plant. Want to tie this into existing forcemain before new flow meter. City will supply routing plans around the 1st of the year to allow evaluation of possible new location of flow meter and method to tie line in.*

- EIMCO Clarifier comments
 - o *Reviewed by BMcD and approved prior to meeting.*
- Project documentation on public website
 - o *CAS prefers SOV not be placed on public website. Will still be available in full to Council, but with abridged version for public site.*
- Plant layout, existing and new anoxic not square with other basins
 - o *All parties made to be aware that anoxic basin will align square with existing Carrousel basin, not with respect to N-S like other basins.*
- Decant line redirected to Basin Drain Lift Station.
 - o *Discussion concluded that decant line re-route can be removed from Contract. Actual layout of sludge storage basin will not allow expected benefit of being able to drain storage basin lower. CAS to remove costs from Contract.*
- *Outstanding PCOs and COs*
 - o *PCOs for scum line search and clarifier wall pipes to be processed by BMcD on single CO to be sent to City and KDHE for review and approval.*

19. Next Meeting Date and Time

- *29 January 2009, 9:00am*

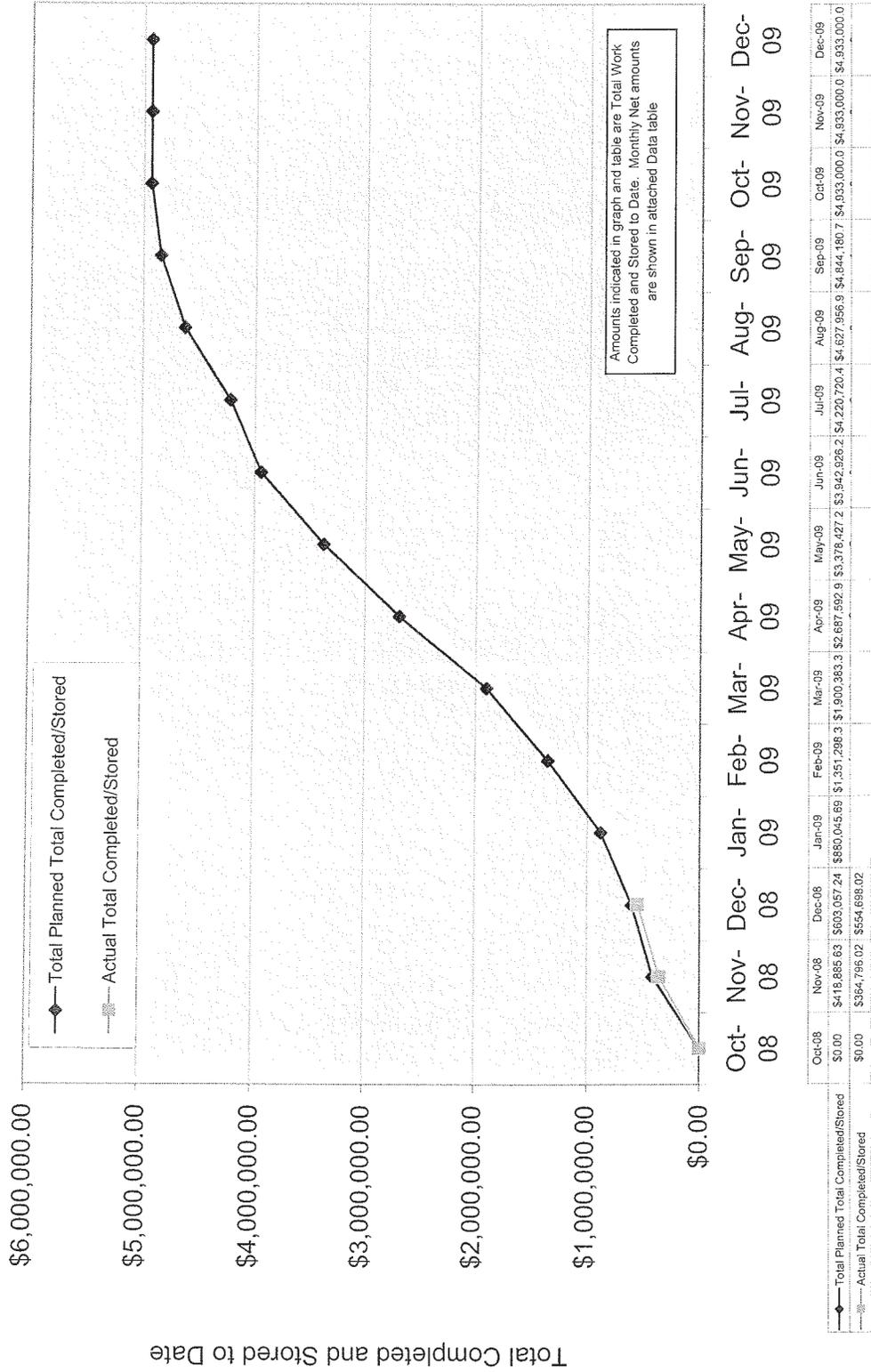
**BASEHOR WWTP EXPANSION AND UPGRADE
BURNS & MCDONNELL PROJECT 47632**

**Monthly Progress Meeting Attendance
December 18th, 2008**

Attendance:

<u>Name</u>	<u>Company</u>	<u>Phone #</u>
Eldon Schneider	BMcD	816-333-9400 x 2139
Jeff Keller	BMcD	816-822-4371
George Allaire	BMcD	913-485-7732
Carl Slaugh	City of Basehor	913-724-1370 x 33
Gene Myracle	City of Basehor	913-208-3235
Jeff Piersol	CAS	785-633-0931
Mike Hafling	CAS	785-270-1135

Basehor WWTP Anticipated Progress Payment Schedule



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Basehor KS PROJECT: Basehor KS WWTP Expansion & Upgrade APPLICATION NO.: 2
 2620 N. 155th Street Basehor KS PERIOD TO: 12/18/08
 Basehor, KS 66007 CAS JOB NO.: 424
 FROM CONTRACTOR: CAS CONSTRUCTION, LLC ENGINEER: Burns & McDonnell CONTRACT DATE:
 501 N.E. Burgess 9400 Ward Parkway
 Topeka, KS. 66608 Kansas City, MO 64114

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

CONTRACTORS' APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$4,933,000.00
2. Net change by Change Orders..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$4,933,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$554,698.02
 (Column G on G703)

5. RETAINAGE:
 - a. 10% of Contract Amount \$55,469.80
 - b. ___ of Stored Materials \$0.00

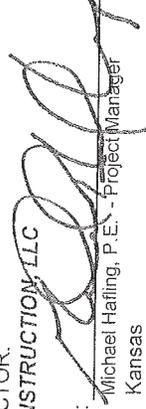
6. TOTAL EARNED LESS RETAINAGE..... \$55,469.80
 (Line 4 less Line 5 Total) \$499,228.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate)..... \$328,316.42
 \$170,911.80

8. CURRENT PAYMENT DUE.....
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$4,433,771.78

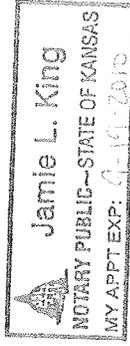
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

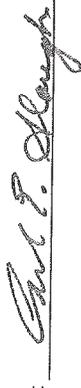
CONTRACTOR:
 CAS CONSTRUCTION, LLC

By:  Date: 12/23/08
 Michael Hafling, P.E. - Project Manager

State of: Kansas
 County of: Shawnee
 Subscribed and sworn to before me this 17th day of December 2008
 Notary Public: Jamie L. King
 My Commission expires: 9-19-2010



OWNER'S RECOMMENDATION FOR PAYMENT

By:  Date: Dec. 23, 2008

By: _____ Date: _____

ENGINEER'S RECOMMENDATION FOR PAYMENT

By:  Date: 12-18-2008

By: _____ Date: _____

ATA Document 6702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

City of Basehor KS WWTP Expansion & Upgrade

APPLICATION NUMBER: 1
 APPLICATION DATE: 12/18/08
 PERIOD FROM: 11/21/08
 TO: 12/18/08
 CAS PROJECT NUMBER: 424

ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE				WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		C	D	E	F	Previous Applications	This Application Work In Place	Stored Mat'ls (not in D or E)				
GENERAL CONDITIONS												
1	BONDS / INSURANCES / PRIME & SUB	\$87,375.00	\$87,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,375.00	100%	\$0.00	\$8,737.50	
2	MOBILIZATION	\$112,340.00	\$67,404.00	\$33,702.00	\$0.00	\$0.00	\$0.00	\$101,106.00	90%	\$11,234.00	\$10,110.60	
3	VIDEO / PHOTOS	\$9,000.00	\$1,350.00	\$630.00	\$0.00	\$0.00	\$0.00	\$1,980.00	22%	\$7,020.00	\$198.00	
4	<u>PRELIM / SITE PREP/SITE FINISH</u>											
5	RELOCATE SCUM LINE	\$11,345.00	\$11,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,345.00	100%	\$0.00	\$1,134.50	
6	SITework MOBILIZATION	\$12,200.00	\$12,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,200.00	100%	\$0.00	\$1,220.00	
7	STRIP / STOCKPILE / MASS EXCAVATION	\$92,675.00	\$37,070.00	\$37,070.00	\$0.00	\$0.00	\$0.00	\$74,140.00	80%	\$18,535.00	\$7,414.00	
8	EROSION CONTROL	\$19,725.00	\$7,890.00	\$7,890.00	\$0.00	\$0.00	\$0.00	\$15,780.00	80%	\$3,945.00	\$1,578.00	
9	UNIT PRICE -SUBGRADE / CHIP SEAL	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$21,000.00	\$0.00	
10	<u>EXCAVATIONS / BACKFILL</u>											
11	STRUCTURAL EXCAVATION	\$87,000.00	\$30,450.00	\$39,150.00	\$0.00	\$0.00	\$0.00	\$69,600.00	80%	\$17,400.00	\$6,960.00	
12	BACKFILL	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$40,000.00	\$0.00	
13	UNIT PRICE : STRUCTURAL OVER EXCAVATION	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$32,000.00	\$0.00	
14	UNIT PRICE : OVEREXCAVATION	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$28,000.00	\$0.00	
15	<u>SECONDARY CLARIFIER COMPLEX</u>											
16	FINAL EXCAVATE CLARIFIER COMPLEX GRADE	\$11,000.00	\$0.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	100%	\$0.00	\$1,100.00	
17	SUBGRADE PREP SC1	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,200.00	\$0.00	
18	FRP CONE / PIPE SC1	\$21,500.00	\$0.00	\$10,750.00	\$0.00	\$0.00	\$0.00	\$10,750.00	50%	\$10,750.00	\$1,075.00	
19	SUBGRADE PREP SC2	\$4,200.00	\$0.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$4,200.00	100%	\$0.00	\$420.00	
20	FRP CONE / PIPE SC2	\$21,500.00	\$0.00	\$19,350.00	\$0.00	\$0.00	\$0.00	\$19,350.00	90%	\$2,150.00	\$1,935.00	
21	FRP SC1 SLAB	\$53,125.00	\$12,279.76	\$0.00	\$0.00	\$0.00	\$0.00	\$12,279.76	23%	\$40,845.24	\$1,227.98	
22	FRP SC2 SLAB	\$53,125.00	\$12,279.77	\$0.00	\$0.00	\$0.00	\$0.00	\$12,279.77	23%	\$40,845.23	\$1,227.98	
23	FRP SC1 WALLS	\$81,750.00	\$13,320.50	\$0.00	\$0.00	\$0.00	\$0.00	\$13,320.50	16%	\$68,429.50	\$1,332.05	
24	FRP SC1 TROUGH / WALLS / HUB	\$52,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$52,950.00	\$0.00	
25	FRP SC2 WALLS	\$81,750.00	\$13,320.50	\$0.00	\$0.00	\$0.00	\$0.00	\$13,320.50	16%	\$68,429.50	\$1,332.05	
26	FRP SC1 TROUGH / WALLS / HUB	\$52,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$52,950.00	\$0.00	
27	FRP SPLITTER	\$17,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$17,650.00	\$0.00	
28	GATES AT SPLITTER	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$42,000.00	\$0.00	
29	PIPING SC1	\$16,350.00	\$0.00	\$13,080.00	\$0.00	\$0.00	\$0.00	\$13,080.00	80%	\$3,270.00	\$1,308.00	
30	PIPING SC2	\$16,350.00	\$0.00	\$13,080.00	\$0.00	\$0.00	\$0.00	\$13,080.00	80%	\$3,270.00	\$1,308.00	
31	BACKFILL	\$23,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,875.00	\$0.00	
32	EQUIPMENT / INSTALLATION SC1	\$187,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$187,450.00	\$0.00	
33	CLARIFIER EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
34	EQUIPMENT / INSTALLATION SC2	\$187,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$187,450.00	\$0.00	
35	CLARIFIER EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
36	MISC METALS	\$72,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$72,345.00	\$0.00	
37	PAINT	\$87,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$87,650.00	\$0.00	
38	ELECTRICAL	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$13,500.00	\$0.00	
39	STARTUP	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,000.00	\$0.00	
40	<u>CARROUSEL BASIN #2</u>											
41	EXCAVATE BASIN	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$35,000.00	\$0.00	
42	SUBGRADE PREP	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,000.00	\$0.00	

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 City of Basehor KS WWTP Expansion & Upgrade

APPLICATION NUMBER: 1
 APPLICATION DATE: 12/18/08
 PERIOD FROM: 11/21/08
 TO: 12/18/08
 CAS PROJECT NUMBER: 424

ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE			WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		A	B	C	D	E	F				
43	FRP SLAB			\$154,220.00						\$154,220.00	\$0.00
44	FRP STRAIGHT WALLS			\$146,000.00						\$146,000.00	\$0.00
45	FRP RADIAL WALLS			\$134,775.00						\$134,775.00	\$0.00
46	FRP SUSPENDED SLAB			\$84,100.00						\$84,100.00	\$0.00
47	BACKFILL			\$26,000.00						\$26,000.00	\$0.00
48	PIPING			\$37,650.00						\$37,650.00	\$0.00
49	EQUIPMENT / INSTALLATION			\$457,650.00						\$457,650.00	\$0.00
50	PROCESS TRAIN EQUIPMENT			\$0.00						\$0.00	\$0.00
51	MISC METAL			\$62,000.00						\$62,000.00	\$0.00
52	PAINT			\$22,000.00						\$22,000.00	\$0.00
53	ELECTRICAL			\$32,000.00						\$32,000.00	\$0.00
54	STARTUP			\$15,000.00						\$15,000.00	\$0.00
55	<u>CAROUSEL BASIN #1</u>										\$0.00
56	FRP WALLS			\$8,765.00						\$8,765.00	\$0.00
57	<u>ANOXIC BASIN</u>										\$0.00
58	EXCAVATE ANOXIC BASIN			\$8,450.00						\$8,450.00	\$0.00
59	FRP SLAB			\$28,275.00						\$28,275.00	\$0.00
60	FRP WALLS			\$66,375.00						\$66,375.00	\$0.00
61	PIPE			\$20,000.00						\$20,000.00	\$0.00
62	BACKFILL			\$10,000.00						\$10,000.00	\$0.00
63	SET EQUIPMENT			\$27,000.00						\$27,000.00	\$0.00
64	MIXING / PUMP EQUIPMENT									\$0.00	\$0.00
65	ELECTRICAL			\$25,000.00						\$25,000.00	\$0.00
66	MISC METAL			\$12,000.00						\$12,000.00	\$0.00
67	TIE IN			\$5,000.00						\$5,000.00	\$0.00
68	<u>ANAEROBIC BASIN</u>										\$0.00
69	EXCAVATE ANAEROBIC BASIN			\$7,500.00						\$7,500.00	\$0.00
70	FRP SLAB			\$24,300.00						\$24,300.00	\$0.00
71	FRP WALLS			\$34,800.00						\$34,800.00	\$0.00
72	SET EQUIP.			\$37,000.00						\$37,000.00	\$0.00
73	MIXER EQUIPMENT									\$0.00	\$0.00
74	ELECTRICAL			\$25,000.00						\$25,000.00	\$0.00
75	MISC METAL			\$8,500.00						\$8,500.00	\$0.00
76	TIE IN			\$5,000.00						\$5,000.00	\$0.00
77	<u>YARD ELECTRICAL</u>										\$0.00
78	FRP FOUNDATIONS			\$4,600.00						\$4,600.00	\$0.00
79	SET BUILDINGS			\$116,000.00						\$116,000.00	\$0.00
80	SET GEAR			\$140,580.00						\$140,580.00	\$0.00
81	TERMINATIONS			\$35,000.00						\$35,000.00	\$0.00
82	HVAC			\$27,650.00						\$27,650.00	\$0.00
83	TEST/STARTUP			\$10,000.00						\$10,000.00	\$0.00
84	<u>YARD PIPING</u>										\$0.00
85	6" LINE WORK			\$9,875.00	\$1,867.56					\$8,007.44	\$186.76
86	8" LINEWORK			\$15,650.00	\$4,034.52					\$11,615.48	\$403.45
87	12" LINE WORK			\$32,125.00	\$8,364.00					\$23,761.00	\$836.40

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 City of Basehor KS WWTP Expansion & Upgrade

APPLICATION NUMBER: 1
 APPLICATION DATE: 12/18/08
 PERIOD FROM: 11/21/08
 TO: 12/18/08
 CAS PROJECT NUMBER: 424

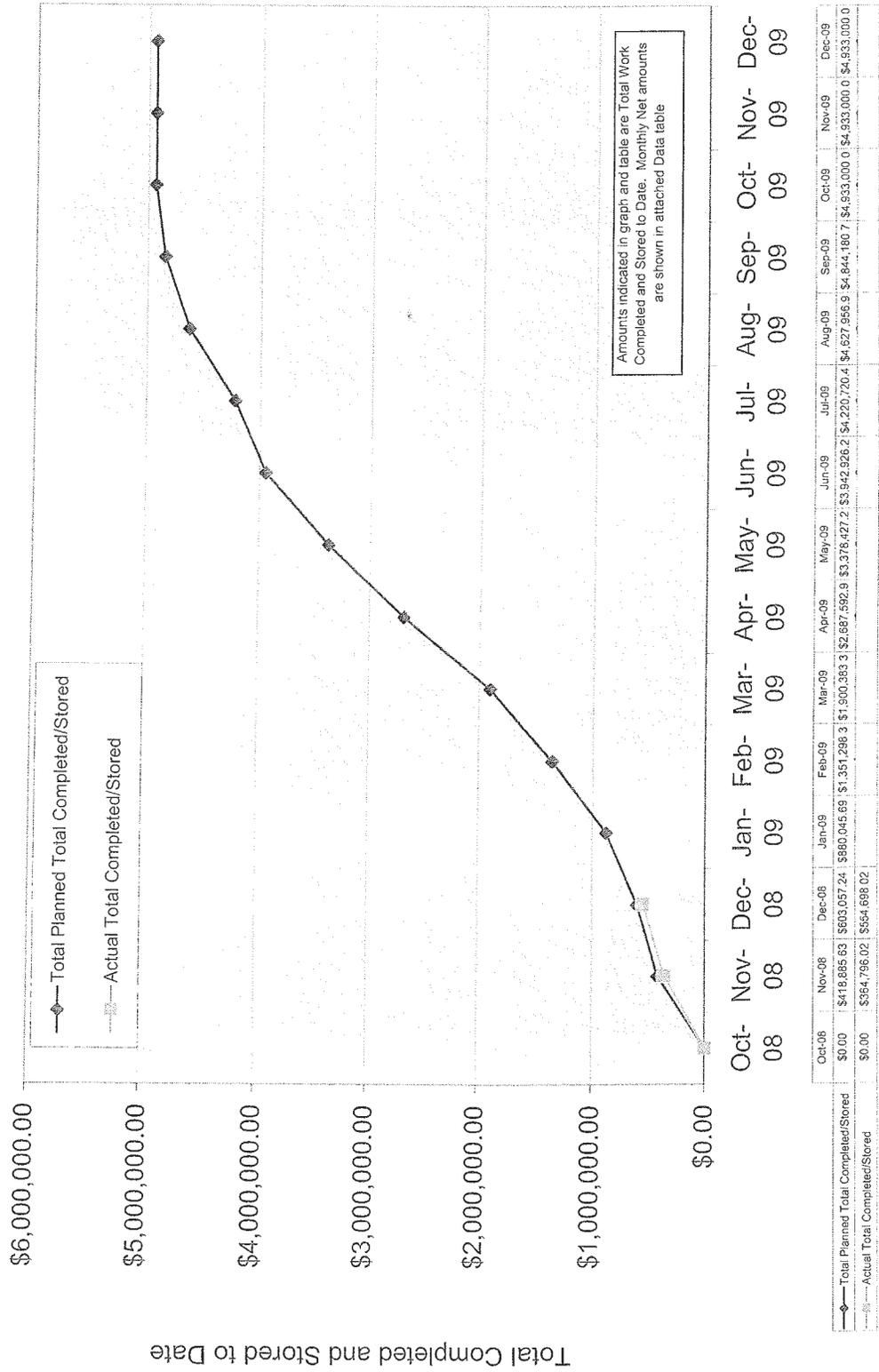
ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE				WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		C	D	E	F	Previous Applications	This Application Work In Place	Stored Materials (not in D or E)				
88	16" LINEWORK	\$38,000.00	\$11,988.00					\$11,988.00	32%	\$26,012.00	\$1,198.80	
89	20" LINEWORK	\$73,450.00	\$27,685.00					\$27,685.00	38%	\$45,765.00	\$2,768.50	
90	SITE WATER / HYDRANTS	\$6,500.00								\$6,500.00	\$0.00	
91	INFLUENT FLOW METER	\$18,254.00								\$18,254.00	\$0.00	
92	<u>163 sq. LIFT STATION</u>											
93	DEMO	\$5,000.00								\$5,000.00	\$0.00	
94	SET MANHOLE / 18" LINE	\$52,350.00								\$52,350.00	\$0.00	
95	PLUG / BRACE	\$7,250.00								\$7,250.00	\$0.00	
96	EXCAVATE	\$5,500.00								\$5,500.00	\$0.00	
97	CONCRETE	\$15,100.00								\$15,100.00	\$0.00	
98	PLACE VAULT	\$10,260.00								\$10,260.00	\$0.00	
99	LINEWORK	\$9,350.00								\$9,350.00	\$0.00	
100	TIEINS / BACKFILL	\$7,000.00	\$4,572.41					\$4,572.41	49%	\$2,427.59	\$457.24	
101	CHEM FEED EQUIPMENT	\$57,250.00								\$57,250.00	\$0.00	
102	GENERATOR PAD	\$2,750.00								\$2,750.00	\$0.00	
103	GENERATOR	\$78,345.00								\$78,345.00	\$0.00	
104	SITE / CMP	\$7,500.00								\$7,500.00	\$0.00	
105	ELECTRICAL	\$67,340.00								\$67,340.00	\$0.00	
106	STARTUP / TEST	\$2,500.00								\$2,500.00	\$0.00	
107	FENCE	\$17,000.00								\$17,000.00	\$0.00	
108	<u>HEADWORKS</u>											
109	DEMO	\$82,500.00								\$82,500.00	\$0.00	
110	INSTALL NEW EQUIPMENT	\$0.00								\$0.00	\$0.00	
111	HEADWORKS EQUIPMENT	\$2,875.00								\$2,875.00	\$0.00	
112	NEW PARTITION / DOOR	\$2,200.00								\$2,200.00	\$0.00	
113	CMU PATCH	\$61,000.00								\$61,000.00	\$0.00	
114	ELECTRICAL	\$11,500.00								\$11,500.00	\$0.00	
115	PAINT									\$0.00	\$0.00	
116	HVAC	\$3,900.00								\$3,900.00	\$0.00	
117	<u>UV DISINFECTION</u>											
118	SET GATE ACTUATOR / BAFFLES	\$134,500.00								\$134,500.00	\$0.00	
119	SET EQUIPMENT	\$0.00								\$0.00	\$0.00	
120	UV EQUIPMENT	\$4,600.00								\$4,600.00	\$0.00	
121	ELECTRICAL	\$1,850.00								\$1,850.00	\$0.00	
122	<u>RAS/WAS PUMP STATION</u>											
123	PAD	\$37,450.00								\$37,450.00	\$0.00	
124	INSTALL PUMP	\$0.00								\$0.00	\$0.00	
125	PUMP EQUIPMENT	\$8,750.00								\$8,750.00	\$0.00	
126	PIPE/VALVES	\$20,000.00								\$20,000.00	\$0.00	
127	ELECTRICAL	\$5,000.00								\$5,000.00	\$0.00	
128	STARTUP											
129	<u>SLUDGE PUMPING IMPROVEMENTS</u>											
130	PAD	\$2,256.00								\$2,256.00	\$0.00	
131	INSTALL PUMP	\$47,560.00								\$47,560.00	\$0.00	
132	PUMP EQUIPMENT	\$0.00								\$0.00	\$0.00	

AIA Document 6702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.
 City of Basehor KS WWTP Expansion & Upgrade

APPLICATION NUMBER: 1
 APPLICATION DATE: 12/18/08
 PERIOD FROM: 11/21/08
 TO: 12/18/08
 CAS PROJECT NUMBER: 424

ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE			WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		C	D	E	F	G	H				
133	PIPE/VALVES	\$6,345.00								\$6,345.00	\$0.00
134	ELECTRICAL	\$7,100.00								\$7,100.00	\$0.00
135	STARTUP	\$2,000.00								\$2,000.00	\$0.00
136	<u>PROCESS BUILDING</u>										
137	DEMO	\$2,500.00								\$2,500.00	\$0.00
138	CONCRETE	\$2,450.00								\$2,450.00	\$0.00
139	NEW PARTITIONS / DOORS	\$11,210.00								\$11,210.00	\$0.00
140	NEW COUNTERTOP / FIXTURES	\$8,990.00								\$8,990.00	\$0.00
141	ARCH FINISHES	\$32,450.00								\$32,450.00	\$0.00
142	LAB EQUIPMENT	\$19,450.00								\$19,450.00	\$0.00
143	ELECTRICAL	\$38,750.00								\$38,750.00	\$0.00
144	HVAC / PLUMBING	\$22,450.00								\$22,450.00	\$0.00
145	<u>SITE CONCRETE</u>										
146	LANDINGS	\$3,245.00								\$3,245.00	\$0.00
147	LIGHT POLE BASES	\$2,250.00								\$2,250.00	\$0.00
148	BOLLARDS	\$1,500.00								\$1,500.00	\$0.00
149	HANDHOLES / DUCTBANK	\$92,500.00								\$92,500.00	\$0.00
150	WIRE / TERMINATE	\$55,000.00								\$55,000.00	\$0.00
151	FINAL SITE GRADE	\$6,000.00								\$6,000.00	\$0.00
152	FLY ASH PLANT ROAD #1	\$62,000.00								\$62,000.00	\$0.00
153	ROCK PARKING AREA	\$6,000.00								\$6,000.00	\$0.00
154	HDPE CULVERTS / RIP RAP	\$6,000.00								\$6,000.00	\$0.00
155	<u>DEMOBILIZATION</u>	\$25,000.00								\$25,000.00	\$0.00
TOTAL		\$4,933,000.00	\$364,796.02	\$189,902.00	\$0.00	\$554,698.02	11.24%	\$4,378,301.98	\$55,469.80		

Basehor WWTP Anticipated Progress Payment Schedule



Month Earned

Basehor WWTP Expansion & Upgrade

		Planned					Actual		
<u>Planned Completed and Stored</u>	<u>App. Number</u>	<u>Month End</u>	<u>Completed and Stored this Period</u>	<u>Period Retainage</u>	<u>Cum Retainage</u>	<u>Projected Net Due This Period</u>	<u>Actual Net Due This Period</u>	<u>Actual Cumulative Amount Paid</u>	<u>Actual % Complete</u>
\$418,885.63	1	November	\$418,885.63	\$41,888.56	\$41,888.56	\$376,997.07	\$328,316.42	\$364,796.02	7.4%
\$603,057.24	2	December	\$184,171.61	\$18,417.16	\$60,305.72	\$165,754.45	\$170,911.80	\$554,698.02	11.2%
\$880,045.69	3	January	\$276,988.45	\$27,698.85	\$88,004.57	\$249,289.61			
\$1,351,298.31	4	February	\$471,252.62	\$47,125.26	\$135,129.83	\$424,127.36			
\$1,900,383.34	5	March	\$549,085.03	\$54,908.50	\$190,038.33	\$494,176.53			
\$2,687,592.96	6	April	\$787,209.62	\$41,611.67	\$231,650.00	\$745,597.95			
\$3,378,427.25	7	May	\$690,834.29	\$0.00	\$231,650.00	\$690,834.29			
\$3,942,926.20	8	June	\$564,498.95	\$0.00	\$231,650.00	\$564,498.95			
\$4,220,720.40	9	July	\$277,794.20	\$0.00	\$231,650.00	\$277,794.20			
\$4,627,956.93	10	August	\$407,236.53	\$0.00	\$231,650.00	\$407,236.53			
\$4,844,180.71	11	September	\$216,223.78	\$0.00	\$231,650.00	\$216,223.78			
\$4,933,000.00	12	October	\$88,819.29	\$0.00	\$231,650.00	\$88,819.29			
		Final				\$231,650.00			

Check totals \$4,933,000.00 \$4,933,000.00

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an appointment to fill a vacancy on the planning commission.

Department: Administration and Planning

Background/Description of Item:

A vacancy exists on the planning commission to fill the position left vacant by David Povilonis.

Joe McArdle has been interviewed and is recommended by Mayor Garcia to fill the vacancy. The term of appointment will be the unexpired term beginning May 2008 and expiring May 2011.

At the December 15, 2008 city council meeting Jon D. Gallion, 15756 Donahoo Rd, was nominated by Mayor Garcia and approved to fill the position to be vacated by John Flower in January.

Two positions on the planning commission are designated for individuals living outside the city limits, but within three miles and within the Basehor growth area.

K.S.A. 12-744

Chapter 12.--CITIES AND MUNICIPALITIES

Article 7.--PLANNING AND ZONING

12-744. Same; planning commission; creation; membership; vacancies; interlocal agreements; metropolitan or regional planning. (a) The governing body of any city, by adoption of an ordinance, may create a planning commission for such city and the board of county commissioners of any county, by adoption of a resolution, may create a planning commission for the county. Any such planning commission shall be composed of not less than five members. The number of members of a planning commission may be determined by ordinance or resolution. If a city planning commission plans, zones or administers subdivision regulations outside the city limits, at least two members of such commission shall reside outside of but within three miles of the corporate limits of the city. A majority of the members of a county planning commission shall reside outside the corporate limits of any incorporated city in the county. A county, metropolitan or regional planning commission may serve as the planning commission for a city.

(b) The governing body shall provide by ordinance or resolution for the term of the members of the planning commission and for the filling of vacancies. Members of the commission shall serve without compensation. The governing body may adopt rules and regulations providing for removal of members of the planning commission.

Basehor Municipal Code

ARTICLE 4. CITY PLANNING COMMISSION AND BOARD OF ZONING APPEALS

- 16-401. COMMISSION; CODIFICATION. There is hereby codified the Basehor City Planning Commission which is composed of seven members of which five members shall be residents of the city and two members shall reside outside the city, but within the designated planning area of the city which is within at least three miles of the corporate limits of the city. (Ord. 340, Sec. 1)
- 16-402. SAME; MEMBERSHIP, TERMS, INTEREST AND COMPENSATION. The members of the planning commission shall be appointed by the mayor with the consent of the governing body at the first regular meeting of the governing body in May of each year and take office at the next regular meeting of the commission. All members shall be appointed for staggered terms of three years each. The appointments shall be so made that the terms of office of the members residing outside of the corporate limits of the city do not expire within the same year.

Funding Source:

Recommendation: Approve the appointment of Joe McArdle to the planning commission.

Prepared by: Carl E. Slaugh, City Administrator

Council Date: January 5, 2009

BASEHOR PLANNING COMMISSION

** Indicates County Resident

Position

1. Bob Harrison
15424 Olive
Basehor, Ks. 66007
Home: 724-2165
bharrison@capitalelectric.com
3 Years
Appointed: 5/2005
Replaced Burl Gratny
Reappointed: 5/2006
Term Expires: May 2009
2. Jason Logsdon
15030 Craig
Basehor, Ks. 66007
Home: 724-2671
logsdon@skw-inc.com
3 Years
Appointed: 12/02
Replaced Ray Harvey
Reappointed 5/2003; 5/2006
Term Expires: May 2009
3. Kevin Jones
16210 Margie Lane
Basehor, Ks. 66007
Home: 913-908-5656
Work: 913-000-0000
3 Years
Appointed: 7/08
Replaced Roger Mc Dowell
Term Expires: May 2009
4. Ed Bush
2606 N 156th Terr.
Basehor, Ks. 66007
Home: 724-2674
EDLINBUSH@SUNFLOWER.COM
3 Years
Appointed: 5/2004 , 5/2007
Replaced Steve Cole,
Term Expires: May 2010
5. John Flower** Chairperson 7/06
15515 Cedar Lane
Bonner Springs, KS 66012
Home: 724-1527
SAILING@SUNFLOWER.COM
3 Years
Appointed 4/2006, 5/2007
Replaced Rick Hogue
Term Expires: May 2010
6. VACANT (David Povilonis)
3406 N. 156th St.
Basehor, Ks. 66007
Home: 724-4040
BAMAFAN02@SUNFLOWER.COM
DAVE@IDINET.COM
3 Years
Appointed: 5/2005
Replaced George Smith
Term Expires: May 2008
7. John Matthews- Vice-Chairperson (7/08)**
17629 166th. St.
Bonner Springs, Ks. 66012
Home: 724 – 1454
JOHNPATMATTHEWS@AOL.COM
3 Years
Appointed Vice-Chairman 7/2008
Reappointed 7/01/2008
Term Expires: May 2008

Dustin Smith, Planner
Basehor City Hall, P.O.B. 406
Basehor, Ks 66007
Work: 724-1370 ext.24
Fax: 724-3388
planning@cityofbasehor.org

Kathy Renn, Asst. City Clerk
Basehor City Hall, P.O.B. 406
Basehor, Ks 66007
Work: 724-1370 ext.21
Fax: 724-3388
asstcityclerk@cityofbasehor.org

Carl Slaugh, City Adm
Basehor City Hall, P.O.B. 406
Basehor, KS 66007
Work: 724-1370 ext. 33
Fax: 724-3388
cityadm@cityofbasehor.org

Revised November 2008

Carl Slaugh

From: Joe.Mcardle [Joseph.Mcardle@target.com]
Sent: Friday, December 19, 2008 3:29 PM
To: cityadm@cityofbasehor.org
Subject: Request for Consideration

Carl,

I am a current Basehor resident that would like to volunteer my services for the community. I feel that my educational background, which includes a Bachelor's Degree in International Business (Baker University) and a Master's Degree in Business Administration (Baker University), as well as my 6 years of professional experience would add value to our community. It appears the community is currently seeking volunteers for the Planning Commission and the Basehor Tree Board. I would like to be considered for either of these opportunities, as I feel that both will add significant value to our community as it continues to move forward and grow.

I am currently a Regional Operational Specialist for Target Corporation. I have held various positions within the company, and have been exposed to all aspects of running a large corporation, including the construction and start-up operations of a 1.2 million square foot distribution center in Topeka, KS. As a professional, I continue to look for leadership and growth opportunities. Both of these positions could afford me the opportunity to grow as a leader and add value to the City of Basehor. Please let me know if you are interested in my services or if you would like to discuss these positions in more detail. Thank you for your consideration.

Joe McArdle
808 154th Place
Bonner Springs, KS 66012

**Note: I live within Basehor, but have a Bonner Springs mailing address (We built a house in Pinehurst, south of State Avenue).

Joe McArdle | Regional Operations Specialist- Outbound ©Target | T3803 Regional Distribution Center | Topeka, KS 66609 | 785-274-6689

JOE MCARDLE

808 154th Place Basehor, KS 66012 Phone: (913)-406-1314 Email: Club072@hotmail.com

OBJECTIVE

Contribute to the success of an organization that offers opportunities for learning, growth, and leadership development.

EDUCATION

Master of Business Administration
Baker University, January 2007, GPA: 4.0

Bachelor of Arts- International Business
Baker University, May 2003

EXPERIENCE

Target Corporation
June 2003-Present

Position: Regional Operations Specialist- Target Distribution
Dates: March 2007-Present
Location: Target National Headquarters, Minneapolis, MN
Job Role: Manage performance of multiple Regional Distribution Centers and provide technical and leadership expertise.
Job Duties: Develop and Implement Best Practices; Manage/Drive Consistency; Develop Talent; Drive Change; Support "Start-up" Operations; Lead Project Teams.

Position: Operations Group Leader- Target Distribution
Dates: January 2004-February 2007
Location: T-3803 Kansas Regional Distribution Center- Topeka, KS
Job Role: Manage team members and influence peers to accomplish operational objectives of a Regional Distribution Center.
Job Duties: Manage Performance of 40+ Team Members; Meet Production, Level-Of-Service, and Budget Goals; Recruit/Interview/Train/Develop Talent; Ensure Inventory Accuracy.

Position: Executive Team Leader- Target Stores
Dates: June 2003-January 2004
Location: Store 1388- Kansas City, Missouri
Job Role: Manage all logistics-related functions of a Target Store.
Job Duties: Manage "Flow" and "Backroom" teams on a daily basis; "Leader on Duty"/Store Manager Responsibilities; Recruiting/Interviewing/Staffing/Training.

ACHIEVEMENTS

- *Completed Target's "Leadership Enhancement Training Program" and "LEAD Training" for high-potential managers.
- *Worked as part of a team to develop and implement Enhancement Training for the Distribution Network- Estimated savings exceed \$1 million annually.
- *Lead a Kaizen Event using 6-Sigma methodology to enhance and sustain the performance of a new technology at Target- Currently working towards a 6-Sigma Green Belt Certification.
- *Active member of the start-up and conversion team for Target Distribution's Grocery Initiative.
- *Currently an Assistant Coach for the Kansas (Soccer) Olympic Development Program.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an interlocal agreement between the city of Basehor, Kansas, and Sewer District No. 3 (Glenwood) of Leavenworth County, Kansas, providing for the treatment of wastewater.

Department: Administration, Public Works

Background/Description of Item: The Glenwood Estates subdivision was designed with a sewage lagoon that is combined with the Glenwood Ridge Elementary School. The lagoon became overloaded and was creating an odor problem. The Kansas Department of Health and Environment gave notice June 6, 2005 to Leavenworth County to create a plan to connect by September 1, 2005. After complaints and another inspection April 18, 2006 KDHE gave an order to Leavenworth County, dated June 6, 2006, to connect to the City of Basehor's wastewater treatment facility and to decommission the sewer district #3 lagoon.

Leavenworth County submitted a request to the City of Basehor May 23, 2006 requesting to connect to the sanitary sewer system. Approval of the request was held up due to unresolved issues regarding finances for SD #7 Cedar Lakes.

The City of Basehor approved an interlocal agreement on May 5, 2008 and sent it to Leavenworth County for consideration. The agreement and design of the project have been under revision since that time. The Board of County Commissioners (BOCC) acting as the board of directors of Sewer District #3 approved a revised interlocal agreement with two revisions:

1. Removed a provision regarding legal representation.
2. Added paragraph 15 - a provision to use connection fees paid to the City of Basehor to defer the cost of the project that would be assigned to vacant ground. The reimbursement of the amount would be recovered at the time the land is developed.

The cost of the project is to be born by Sewer District #3 and at no direct cost to the City of Basehor.

The BOCC and Sewer District #3 are under a mandate issued by KDHE to move ahead with the decommissioning project according to an approved schedule.

Funding Source: Leavenworth County Sewer District #3

Recommendation: Approve the interlocal agreement between the City of Basehor and Sewer District #3 for decommissioning of the Glenwood Estates Lagoon.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009

LEAVENWORTH COUNTY, KANSAS
David C. Van Parys
County Counselor
300 Walnut
Leavenworth, KS 66048
(913) 684-0415
Fax (913-680-2748
email: dvanparys@leavenworthcounty.org

December 18, 2008

Mr. Carl Slaugh
City Administrator, City of Basehor
2626 N. 155th Street
Basehor, KS 66007

Re: SWD#3/City of Basehor
Interlocal Agreement

Dear Mr. Slaugh,

Enclosed please find two (2) signed copies of a proposed interlocal agreement between the city and Sewer District No. 3. The agreement provides for the connection of the district to the city wastewater treatment system, the design parameters of the connection, the projected cost of the project, and the recoupment of certain connection fees in the event of future annexation.

Would you please provide this agreement to the city council for their review and consideration? I ask that you do this at the earliest opportunity so that the connection project can proceed in accord with the schedules of both KDHE and the school district. Please contact regarding the hearing date before the city council and any questions you may have regarding this.

Sincerely,



David C. Van Parys
County Counselor

encl.

cc: Board of County Commissioners
Heather Morgan, County Administrator
Mr. John Forslund, P.E., Public Works
Mr. Rod Geisler, KDHE

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

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

1. The District is authorized to enter into this agreement pursuant to the provisions of K.S.A. 19-27a02. The City is authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-101. The District and City are jointly authorized to enter into this agreement pursuant to the provisions of K.S.A. 12-2908.
2. The purpose of this agreement is to provide for the treatment by the City, the wastewater generated from within the boundaries of the District.
3. The City hereby agrees to accept for treatment in an approved wastewater treatment facility, wastewater generated from within the boundaries of the District.
4. The District hereby accepts responsibility for notification of affected property owners, acquisition of utility easements, coordination with Glenwood Ridge Elementary School, and for organizing meetings, as needed, with affected property owners.
5. The District hereby agrees to construct such necessary and appropriate facilities as may be needed to transport wastewater generated from within the boundaries of the District to a connection point of the sewer facilities maintained by the City. New construction should be designed in accordance with City specifications, and to accommodate projected growth in the area. A general schematic diagram of the facilities to be constructed is attached hereto as "Exhibit 1" and incorporated fully herein. The District agrees to utilize construction plans prepared by a Professional Engineer in constructing the facilities generally shown in "Exhibit 1" and to allow the City to inspect and approve said construction at all phases of the project.
6. The District hereby agrees to announce the bid opening for construction to the City of Basehor so that a representative may be present.
7. The City hereby agrees to cooperate and assist with the above efforts to facilitate the timely connection of the new system.
8. Upon the completion by the District of the facilities as mutually agreed upon and generally shown in "Exhibit 1" the City agrees to accept ownership and responsibility for the maintenance of said facilities and the existing public facilities of the District, with the exception of the existing lagoon system. It shall be the responsibility of the District to cause such necessary assessments to be made within the boundaries to collect such

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

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

10. The City shall be entitled to charge to each residential building, and the Glenwood Ridge Elementary School, served by the City within the District a monthly sewer use fee in an amount not to exceed 150% of the base fee charged by the City to the residents of the City of monthly sewer use. It shall be the responsibility of the City to assess and collect such monthly sewer use fees. In the event that the City annexes any area within the District, the City agrees to reduce the monthly base sewer use fee to users to 100% of the base fee charged to the residents of the City.

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

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

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

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

15. Upon the event of the annexation by the City of any of the territory of the District, as it is now or may be defined prior to any such annexation, the City shall repay to the District those connection fees paid by the District to the City as set forth in Exhibit 3 of this agreement. Said connection fees repaid by the City to the District shall be used by the District solely for the purpose of paying the debt service of the District attributable to the costs of the connection of the District to the City as set forth herein. The repayment of the connection fees by the City to the District, as conditioned above, is in full and fair consideration for the act of the District in designing and constructing the connection of the District to the treatment facilities of the City as provided for herein. The City recognizes that the design and construction of the connection of the District, as provided

for herein, provides to the City a future benefit sufficient to serve as full and fair consideration for the agreement of the City to effect the repayment of the connection fees received by the City and as conditioned herein.

WHEREFORE IT IS SO AGREED TO THIS _____ DAY OF _____, 20____

FOR THE CITY: _____

ATTEST: _____

FOR THE DISTRICT: *[Handwritten Signature]*

ATTEST: *Linda A. Scheerby C. Donald*

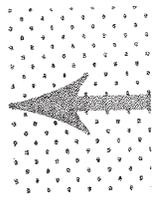


Exhibit 1

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

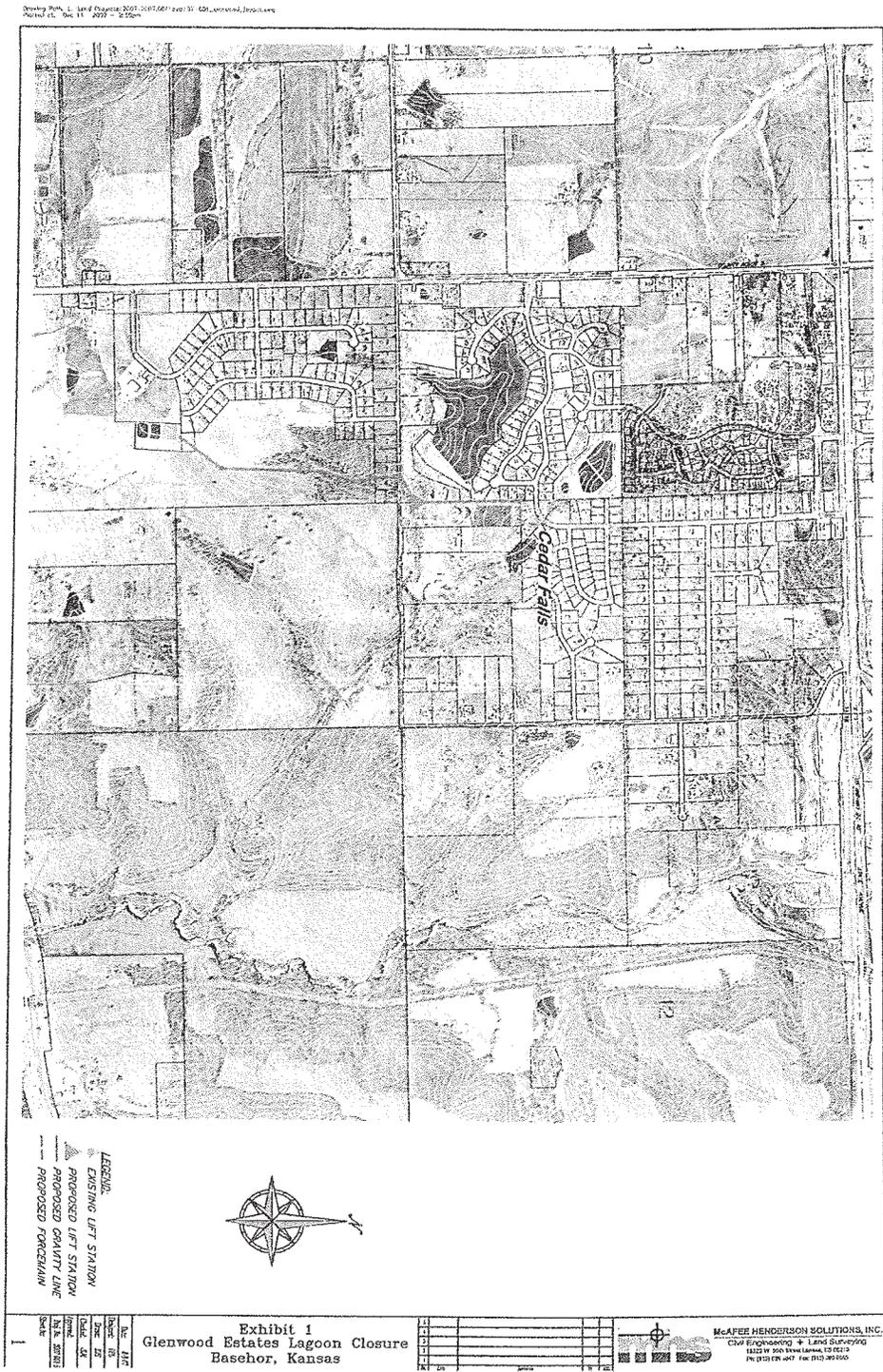


Exhibit 2**ESTIMATED CONSTRUCTION COSTS FOR THE CONNECTION OF SEWER DISTRICT
NO. 3 OF LEAVENWORTH COUNTY, KANSAS, TO THE WASTEWATER TREATMENT
FACILITIES OF THE CITY OF BASEHOR, KANSAS****Project 1 - Glenwood Estates – Sewer District No. 3**

Construction Cost	\$366,707.21
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Project 2 – Glenwood Ridge Elementary School

Construction Cost	\$20,170.46
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Project 3 – Middle School

Construction Cost	\$48,346.71
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Project 4 – Vacant Ground

Construction Cost	\$604,489.85
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Total Construction Cost (Projects 1-4)	\$1,039,714.23
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Exhibit #3

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

Project 1 - Glenwood Estates – Sewer District No. 3

Connection Fees (97 lots @ \$4575 per lot)	\$443,775.00
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Project 2 – Glenwood Ridge Elementary School

Connection Fee (1 @ \$4,575)	\$4,575.00
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Project 3 – Middle School

Connection Fee (1 @ \$4,575.00)	\$4,575.00
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Project 4 – Vacant Ground

Potential connection Fees (to be paid at the time building permits are issued, if annexed 150 lots @ \$2,950/lot or \$442,500)	\$0.00
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Total Connection Fees (Projects 1-4)	\$452,925.00
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Exhibit #4**APPORTIONMENTS FEES TO BE PAID TO THE CITY OF BASEHOR FOR UPSIZING
THE PINEHURST LIFTSTATION TO THE WASTEWATER TREATMENT FACILITIES,
CITY OF BASEHOR, KANSAS****Project 1 - Glenwood Estates – Sewer District No. 3**

Pinehurst Upsize Fee (97 lots @ \$370 per lot)	\$35,890.00
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Project 2 – Glenwood Ridge Elementary School

Pinehurst Upsizing Fee	\$1,850.00
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Project 3 – Middle School

Pinehurst Upsizing Fee	\$4,440.00
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Project 4 – Vacant Ground

Pinehurst Upsizing Fee	\$0.00
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Total Upsizing Fees (Projects 1-4)	\$ 42,180.00
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Exhibit 5

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

Project 1 – Design Costs

Glenwood Estates	\$51,815.05
Glenwood Ridge Elementary School	\$ 2,850.05
Middle School	\$ 6,831.30
Vacant Ground	\$85,413.30
Total	\$146,909.70

Project 2 – Construction Costs

Glenwood Estates	\$366,707.21
Glenwood Ridge Elementary School	\$ 20,170.64
Middle School	\$ 48,346.71
Vacant Ground	\$604,489.85
Total	\$1,039,714.23

Project 2 – Connection Fees

Glenwood Estates	\$443,775.00
Glenwood Ridge Elementary School	\$4,575.00
Middle School	\$4,575.00
Vacant Ground	\$0.00
Total	\$452,928.00

Project 3 – Upsizing Fees

Glenwood Estates	\$35,890.00
Glenwood Ridge Elementary School	\$1,850.00
Middle School	\$4,440.00
Vacant Ground	\$0.00
Total	\$42,180.00

Total Projected Loan Costs	\$1,681,729.00
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Exhibit 6

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

Project 1 – Glenwood Estates

Design Costs	\$51,815.05
Construction Costs	\$366,707.21
Connection Fees	\$443,775.00
Upsizing Fees	\$35,890.00
Total	\$898,187.26

Project 2 – Glenwood Ridge Elementary School

Design Costs	\$2,850.05
Construction Costs	\$20,170.64
Connection Fees	\$4,575.00
Upsizing Fees	\$1,850.00
Total	\$29,445.51

Project 3– Linwood/Basehor Middle School

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

Project 4 – Vacant Ground

Design Costs	\$85,413.30
Construction Costs	\$604,489.85
Connection Fees	\$0.00
Upsizing Fees	\$0.00
Total	\$689,903.15

Total Projected Loan Costs	\$1,681,728.93
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AGENDA ITEM INFORMATION FORM

Agenda Item: Consider reimbursement payment to Leavenworth County Public Works for a northbound turn lane constructed in 2004 at 158th and U.S. Highway 24-40.

Department: Administration, Public Works

Background/Description of Item:

The City of Basehor entered into an interlocal agreement with Leavenworth County July 21, 2004 whereby a turn lane was added to 158th Street at the intersection of U.S. Highway 24-40. The turn lane was added, but the project was not closed out with KDOT and the final invoice was not sent.

During an audit of KDOT projects that had not closed out it was noted that the final payment had not been invoiced. KDOT sent the invoice to Leavenworth County and the invoice has been forwarded on to Basehor for reimbursement.

Under the terms of the Interlocal Agreement the City agreed to pay \$79,743.98 for completion of the 158th Street northbound turn lane. Leavenworth County paid the \$11,634.64 change order invoice.

The \$79,743.98 reimbursement is proposed to come out of the consolidated highway fund. Since a decision on the issue has been delayed the funding will most likely need to come out of the 2009 budget. If the amount were taken out of the 2009 general fund the amount would be transferred out of reserve.

The attached documents show that the 158th Street lane improvements were part of the Pinehurst Benefit District and funded through the bond issue. The project was not in the original benefit district, but was included in the final tabulation of costs. There is no record of any payment to Leavenworth County or KDOT for the \$79,743.98.

Greg Vahrenberg apparently made a statement that he had the final figures from the Pinehurst benefit district, however the figures he has are merely the totals, not an itemized list from the various projects.

Funding Source: Consolidated Highway

Recommendation: Approve the payment of \$79,743.98 to Leavenworth County for construction of the northbound right turn lane on 158th Street at the intersection of State Avenue in conjunction with KDOT Project No. 52C-3708-01.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009

Memo

To: Mayor and City Council
From: Susan Adams
CC: City Administrator, City Clerk
Date: 12/24/2008
Re: Pinehurst Infrastructure Fund

Attached is a summary spreadsheet from the Pinehurst Infrastructure Fund showing the actual costs versus McAfee's summary numbers.

McAfee included in their summary a total cost for the 158th Street Turn Lane of \$79,743.98 to be billed by Miles Excavating along with costs for the 24/40 widening and street work. McAfee had a total expense from Miles Excavating for the 24/40 Lane Widening for \$305,864.60. Miles Excavating submitted two invoices with the first one for \$275,278.14 and the second invoice for \$32,203.45 totaling \$307,481.59 for the 24/40 Lane Widening.

There was no billing received for the \$79,743.98 from Miles Excavating, KDOT or the county until November 2008.

From the McAfee summary the \$79,743.98 was to be included in the benefit district final figures.

We have researched all the files pertaining to the Pinehurst project and have reviewed all the payments for the Pinehurst project and do not find where the city was billed or paid for the 158th Street Turn Lane of \$79,743.98.

For budget purposes we would like to complete this transaction in the year 2008 so that we do not exceed the 2009 budget expenditures. The administrative costs were transferred to the General Fund but at the end of each year funds are transferred to the Consolidate Highway to pay for capital improvement projects with include street projects.

Final Figures Used for Bond Notes:

Project Expenditures	\$2,615,672.49
Plus Remaining Interest Payment	\$33,500.00
Additional City Administrative Fee	\$206,574.72
Plus Estimated Cost of Issuance	\$40,000.00
Total Project Cost	\$2,895,747.21
Pinehurst Actual Costs	\$2,640,411.49
158 th Street Turn Lane	\$79,743.98
Total Costs	\$2,720,155.47
Total Project Cost	\$2,895,747.21
Total Actual Cost	\$2,720,155.47
Difference	\$175,591.74 (Administrative Costs)

PINEHURST INFRASTRUCTURE FUND

		<u>Actual Costs</u>	<u>Mcafee</u>
Street & Storm			
1/16/2004 King Construction	- Street Construction	\$116,174.88	
2/19/2004 King Construction	- Construction	\$259,824.43	
3/8/2004 King Construction	- Street Construction	\$62,295.48	
5/10/2004 King Construction	- Street / Sewer Construction	\$288,228.93	
6/21/2004 King Construction	- Construction	\$67,733.98	
7/30/2004 King Construction	- Street / Sewer Construction	\$194,289.49	
8/30/2004 King Construction	- Street / Sewer Construction	\$57,890.83	
11/8/2004 King Construction	- Street / Sewer Construction	\$69,119.45	
12/27/2004 King Construction	- Street Improvements	\$25,399.58	
1/31/2005 King Construction	- Street / Sewer Construction	\$117,264.14	
		<u>\$1,258,221.19</u>	\$1,258,221.19
Street			
12/27/2004 KC Construction	- Street Improvements	\$10,523.00	
12/27/2004 Atmos Energy	- Relocation of gas line	\$1,046.00	
		<u>\$11,569.00</u>	
24/40 Lane Widening			
10/25/2004 Miles Excavating	- 24/40 Widening	\$275,278.14	
12/27/2004 Miles Excavating	- 24/40 Widening & Street Work	\$32,203.45	
		<u>\$307,481.59</u>	\$305,864.60
158th Street Turn Lane			
			\$79,743.98
Sanitary			
1/16/2004 Larken Construction	- Sewer Construction	\$171,223.58	
2/19/2004 Larken Construction	- Construction	\$112,392.53	
5/10/2004 Larken Construction	- Sewer Main Construction	\$30,791.75	
		<u>\$314,407.86</u>	\$313,447.86
Traffic Signal			
8/23/2004 J. Warren Company	- Temp/Conduit/Service Boxes	\$18,780.00	
10/18/2004 J. Warren Company	- Work on traffic light	\$23,220.00	
		<u>\$42,000.00</u>	\$23,220.00
Sign Materials			
6/21/2004 National Sign Company	- Sign Materials	\$3,471.87	
6/28/2004 National Sign Company	- Sign Materials	\$1,708.00	
7/19/2004 National Sign Company	- Sign Materials	\$1,033.20	
		<u>\$6,213.07</u>	
Survey & Engineering; Resident Inspection & Testing			
1/16/2004 McAfee Engineers	- Engineering Services	\$19,036.25	
2/19/2004 McAfee Engineers	- Engineering Services	\$20,727.50	
3/10/2004 McAfee Engineers	- Engineering Services	\$32,827.50	
4/19/2004 McAfee Engineers	- Engineering Services	\$372,723.27	
5/10/2004 McAfee Engineers	- Engineering Services	\$21,910.00	
6/21/2004 McAfee Engineers	- Engineering Services	\$12,805.48	
7/30/2004 McAfee Engineers	- Engineering Services	\$8,163.75	
8/30/2004 McAfee Engineers	- Engineering Services	\$23,213.75	
9/20/2004 McAfee Engineers	- Engineering Services	\$9,190.00	
10/12/2004 McAfee Engineers	- Engineering Services	\$9,332.50	
11/15/2004 McAfee Engineers	- Engineering Services	\$4,967.50	
12/13/2004 McAfee Engineers	- Engineering Services	\$10,293.75	
1/7/2005 McAfee Engineers	- Engineering Services (check voided)	-\$10,293.75	
1/10/2005 McAfee Engineers	- Engineering Services	\$11,611.25	
4/1/2005 McAfee Engineers	- Engineering Services	\$1,437.50	
6/29/2005 McAfee Engineers	- Engineering Services	\$887.50	
8/30/2004 Ponzer-Youngquist	- Consult Pinehurst Force Main	\$378.82	
10/25/2004 Ponzer-Youngquist	- Consult Lot C Pinehurst	\$110.00	
		<u>\$549,322.57</u>	\$501,615.00
Administration & Legal			
12/15/2003 Office Attorney General	- Review Temp Notes	\$162.00	
12/15/2003 Nichols & Wolfe	- Review Temp Notes	\$1,750.00	
12/15/2003 Kansas State Treasurer	- Register/Transfer Agent Fees	\$625.00	
12/15/2003 Financial Printing Resource	- Statements of Temp Notes	\$1,692.08	
12/15/2003 Davis, Beal, McGuire	- Legal Services	\$557.25	
12/15/2003 Cusip Service Bureau	- Assignment of Security ID's	\$167.00	
12/19/2003 Trans from PH to B&I	- Per memo 11/24/03 Piper Jaffray	\$2,512.50	
1/16/2004 Henry Cox	- Legal Services	\$536.66	
4/5/2004 Kansas State Treasurer	- Interest Payment	\$41,875.00	
10/4/2004 Kansas State Treasurer	- Interest Payment	\$50,250.00	
1/18/2005 John Thompson	- Legal Services	\$322.50	
2/7/2005 John Thompson	- Legal Services	\$262.50	
4/19/2005 Kansas State Treasurer	- Interest Payment	\$50,250.00	
8/16/2005 First State Bank	- Wire transfer fee	\$15.00	
6/29/2005 Visa	- Postage	\$56.72	
9/1/2005 Office - Attorney General	- Review Pinehurst Bonds	\$162.00	
		<u>\$151,196.21</u>	
		\$2,640,411.49	\$2,482,112.63
4/1/2005 A F Van Fleet Excavating (Not in Benefit District)	- Storm Water Improvement	\$15,504.00	

Petition for Public Improvements - used for Temp Note issue	Prebid Estimates from July 23, 2003	Summary from MHS	Final Figures Used for Bond Notes, May 17, 2005
i Pinehurst Drive, street & storm drainage	Street and Site Improvements \$1,311,180	Street & Storm	Project Expenditures ¹ \$ 2,615,672.49
ii 155th Street, street and storm drainage	General \$99,380		Plus Remaining Interest Payment on T \$ 33,500.00
iii Crimson Street, west of 155th Street			Additional City Administrative Fee ² \$ 206,574.72
iv 24/40 Highway	KDOT Improvements for US 24/40 Highway & 158th Street	24 / 40 Lane Widening 305,864.60 Miles Excavating	Plus: Estimated Costs of Issuance/Bor \$ 40,000.00
v 158th Street, northbound right-turn lane	Sanitary Improvements \$307,550	158th Street Turn Lane	Total Project Cost \$ 2,895,747.21
vi Sanitary sewer	Storm Drainage Improvements \$669,670	Sanitary Traffic Signal	
vii Storm retention			
	Subtotal of Construction \$3,376,820		
	Preliminary Eng & Survey \$302,400	Survey & Engineering	
	Geotechnical & Mat Test \$39,340		
	Construction Eng/Inspection \$265,800	Resident Inspection & Testing	
	Administrative & Legal \$36,430	Total	
	Total Estimate \$4,020,790		

Note 1: Includes interest payments
 Note 2: Total administrative fee due the City is \$289,574.72 (10% of project costs). The City received \$83,000 from proceeds of the Series 2004 Notes. The balance in the amount of \$206,574.72 will be transferred from the Project Fund to the General Fund

Item	Final Payment Amounts	Contractor/Consultant
Street & Storm	\$1,258,221.19 King	
Traffic Signal	\$23,220.00 J Warren	
Lift Station & Force Main Upsize Survey & Engineering	\$378,170.00 MHS/HNTB/Terracon	VanFleet Excavating/Not in Benefit District
Resident Inspection and Te:	\$123,445.00 MHS/ACI	
Total Construction Expenditures 5/17/2005	\$1,783,056.19	
Project Expenditures 5/17/2005	2,615,672.49	
Expenditure Difference	-\$832,616.30	
Total Project Cost 5/17/2005:	2,895,747.21	
13 months Interest at 4.00%	125,482.38	
Temp Note Payments		\$ 1,270,182.85
Temp Note Interest payments		\$ 142,375.00

From Fund Balance - 2003-2005	Amount
Legal, Professional	\$ 3,809.63
Engineering - MHS PY	\$ 549,322.57
Misc Contractual - KS Treasurer, ATM	\$ 3,545.08
Capital outlay, Larkin, King, Natl Sign,	\$ 1,954,350.71
Total	\$ 2,511,027.99



City of Basehor, Kansas Final project Cost Pinehurst Project

May 17, 2005

Project Expenditures ⁽¹⁾	\$2,615,672.49
Plus: Remaining Interest Payment on Notes to 9/1/05	33,500.00
Additional City Administrative Fee ⁽²⁾	206,574.72
Plus: Estimated Costs of Issuance/Bonds	<u>40,000</u>
Total Project Cost	<u>\$2,895,747.21</u>

⁽¹⁾ Includes the May 1, 2004, October 1, 2004 and May 1, 2005 interest payments on the Notes.

⁽²⁾ The total administrative fee due the City is \$289,574.72 (10% of project costs). The City received \$83,000 from proceeds of the Series 2004 Notes. The balance in the amount of \$206,574.72 will be transferred from the Project Fund to the General Fund.



June 23, 2004

Mr. Mayor and Council Members
City of Basehor Kansas
PO Box 406
Basehor, Kansas 66007

**RE: Pinehurst Benefit District
Inter-local Agreement with the County**

Dear Mr. Mayor and Council:

The future traffic that will be generated by the Pinehurst Development dictated improvements are needed along State Avenue and 158th Street. These improvements required by KDOT are budgeted as part of the Pinehurst Benefit District. As you may be aware the County plans to begin work on County Route 2 (KDOT Project 52C-3708-01) starting in July. After having many discussions and meetings with City Staff, the County Engineer, and representatives with KDOT, it has been agreed that constructing the additional north bound right turn lane on 158th Street should be done by the contractor selected to do the work for the County Project 52C-3708-01. Utilizing the contractor for the County Project will save mobilization costs, expedite construction of the turn lane, keep contractors out of each others work zones, and ultimately leave the City and County a quality road.

Miles Excavating is the contractor selected for the County Project. They have agreed to construct the turn lane for the same unit prices on their contract for 158th Street. For new items that were not on the contract they have submitted prices as shown on the attached bid sheet. We have reviewed these bid prices and find them in an acceptable range.

In order for construction of this turn lane to be completed by the County an Inter-local agreement is needed between the City and County. The agreement states the City will reimburse the County for additional costs incurred by the construction of the turn lane. The funds for this improvement have been budgeted and are available from the Pinehurst Benefit District. As mentioned previously, for streamlining the improvements to 158th Street we recommend the council sign the inter-local agreement with the County. If you have any questions or comments please contact me at (913) 782-7744.

Sincerely,

Matt Henderson, PE
MCAFEE, HENDERSON & STRICK, INC.

cc: David Fuqua

Leavenworth, County

KDOT Project 52C-3708-01 Additional

158th Street - Right-Turn Lane Addition to Original Project

06/16/04

ITEM NO.	ITEM DESCRIPTION	ENGLISH UNIT	Change in Qty.	Contract Item	METRIC UNIT	Change in Qty.	UNIT PRICE	EXTENSION
(based on Metric Units)								
Existing Contract Items								
1	Excavation (Common) (URB)	CY	-273	Existing	cu m	-209	\$4.06	(845.88)
2	Comp of EW (TY B) (90)	CY	120	Existing	cu m	92	\$2.26	266.52
3	Comp of EW (TY AA) (5-5)	CY	71	Existing	cu m	64	\$2.26	121.60
4	Agg Bit Surf C (BM-2)	TON	62	Existing	Mg	57	\$46.00	2,653.71
5	Agg Bit Surf C (BM-2B)	TON	187	Existing	Mg	170	\$46.00	7,831.37
6	Asphalt Cement (PG 64-22)	TON	14	Existing	Mg	12	\$1.00	12.48
7	Compacted Aggregate AB-3 (Combined Met)	TON	442	Existing	Mg	402	\$16.66	6,288.46
8	36" RCP / CRP (900 mm) (RCP)	LF	86	Existing	m	26	\$176.00	4,536.06
9	36" RC End Section / End Sect (900 mm) (RC)	EA	1	Existing	EA	1	\$880.00	860.00
10	Pvmt Mrk (Multi-Comp) (W) (100 mm)	LF	-320	Existing	m	-96	\$2.20	(214.63)
11	Pvmt Mrk (Multi-Comp) (W) (150 mm)	LF	346	Existing	m	106	\$3.30	347.10
12	Pvmt Mrk Sym (PTP) (W) Thru-Lt	EA	-3	Existing	EA	-3	\$205.00	(615.00)
13	Pvmt Mrk Sym (PTP) (W) Rt	EA	2	Existing	EA	2	\$205.00	410.00
14	Pvmt Mrk Sym (PTP) (W) Lt	EA	3	Existing	EA	3	\$205.00	615.00
15	Pvmt Mrk Sym (PTP) (W) Straight	EA	3	Existing	EA	3	\$205.00	615.00
16	Pvmt Mrk (Multi-Comp) (W) (600 mm)	LF	35	Existing	m	11	\$6.85	73.09
TOTAL - Existing Contract Items								22,793.98
NEW Contract Items								
17	Construction Layout	LS	1	New	LS	1	\$2,500.00	2,500.00
18	Cleaning, Grubbing, and Demolition	LS	1	New	LS	1	\$16,500.00	16,500.00
19	Curb-Gut (Combined) (AE) 2'-0" Width	LF	371	New	m	113	\$50.00	5,650.00
20	8" SDR 23	LF	46	New	m	14	\$140.00	1,960.00
21	8" SDR 23 Cleanout	EA	1	New	EA	1	\$475.00	475.00
22	16" CMP / SS (375 mm) (CMP)	LF	54	New	m	16	\$105.00	1,680.00
23	24" RCP / SS (600 mm) (RCP)	LF	102	New	m	31	\$160.00	4,960.00
24	24" RC End Section / End Sect (600 mm) (RC)	EA	1	New	EA	1	\$700.00	700.00
25	30" RCP / SS (750 mm) (RCP)	LF	256	New	m	78	\$175.00	13,650.00
26	30" RC End Section / End Sect (750 mm) (RC)	EA	1	New	EA	1	\$725.00	725.00
27	6x7' Curb Inlet (Type 22)	EA	1	New	EA	1	\$4,500.00	4,500.00
28	5' Dia. Manhole	EA	1	New	EA	1	\$3,660.00	3,660.00
TOTAL - NEW Contract Items								56,950.00
SUBTOTALS - CONSTRUCTION COST								
Existing Contract Items								\$22,793.98
NEW Contract Items								56,950.00
SUBTOTAL CONSTRUCTION								\$79,743.98
TOTAL PROJECT COST								

6-28-04

Miles

INTERLOCAL AGREEMENT County signed 6-28-04

AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS AND THE CITY OF BASEHOR, KANSAS PROVIDEING FOR THE USE OF FUNDS TO CONSTRUCT APPROXIMATELY 600 LF OF AN ADDITIONAL TURN LANE ON THE SOUTH LEG OF 158TH STREET AT THE INTERSECTION OF STATE AVENUE IN CONJUNCTION WITH KDOT PROJECT NO. 52C-3708-01, ALL PURSUANT TO THE PROVISIONS OF K.S.A. 12-2908 ET SEQ.

WHEREAS, K.S.A. 12-2908 allows for cooperation between local governmental units for the purpose of providing public improvements; and

WHEREAS, the City of Basehor has identified the public need for an additional turn lane on 158th Street due to future traffic impact of the Pinehurst Development; and

WHEREAS, the County has contracted Miles Excavating to reconstruct 158th Street between Evans Road and State Avenue as part of KDOT project 52C-3708-01; and

WHEREAS, the City has previously formed a Benefit District to fund public said improvements required by the Pinehurst Development; and

Where as this is part of the required KDOT improvements to 24-40 needed by the Pinehurst Development involve the construction of an additional right turn lane to 158th Street;

IT IS THEREFORE AGREED THAT:

1. The County of Leavenworth, Kansas, agrees to construct the additional 600 LF of north bound right turn lane at the intersection State Avenue and 158th Street at a cost of Seventy Nine Thousand Seven Hundred Forty-Three Dollars and Ninety-eight cents. (\$79,743.98). The County shall proceed with the construction of said 158th Street turn lane with due diligence as part of KDOT project 52C-3708-01.
2. The City of Basehor agrees to reimburse the County 100% of said turn lane improvements at the completion of said improvement.
3. The City shall be responsible for paying for the inspection of improvement by a certified LPA inspector.

Item 2 - p 3
See also 6-28-04
attached

The City and County agree that discussions with KDOT this turn lane will be non-participating funds paid by the City. The reasoning for entering this inter local agreement is to expedite the construction of this turn lane, reduce costs by doing the improvement as part of the larger project, and ultimately end up with a high quality turn lane. The right turn lane construction will be paid out of the Pinehurst Benefit District that already had budgeted for the construction of this turn lane.

THEREFORE, IT IS AGREED this _____ day of _____, 2004.

Board of County Commissioners
Leavenworth County, Kansas

ATTEST:

Linda A. Scheer, Clerk
Leavenworth County, Kansas

Joseph Scherer, Mayor
City of Basehor, Kansas

ATTEST:

Mary Anne Mogle, Clerk
City of Basehor, Kansas

Item #4. Revision to Service Delivery Plan Schedule for Cedar Lakes/Briarwood Commercial Annexation

Mayor Scherer said Mike Hooper had not been able to finish the information by this meeting's deadline. K. Sifford suggested a phone poll when the information is completed. Mayor Scherer called for a 30 day extension on this item.

NEW BUSINESS

Item #1. Partial Acceptance of Pinehurst Dr. and 155th St., Pinehurst Development

Mayor Scherer referred the council to a letter just received from Matt Henderson, city engineer, and asked for comments from Mr. Henderson. Mr. Henderson stated that his firm was comfortable with this acceptance and had found the road to be safe for traffic.

B. Hooker said he had received citizen complaints about the detour signage not being clear. Mayor Scherer said signage could be a condition of the acceptance. J. Bonee asked if that would be the responsibility of KDOT or the developer. Mayor Scherer said the developer would be responsible.

Item #2. Interlocal Agreement with Leavenworth County for Use of Funds to Construct 600 LF of An Additional Turn Lane On the South Leg of 158th St. At the Intersection of State Ave. In Conjunction With KDOT Project No. 52C-3708-01



I. Dysart asked if the turn lane had been included in the Pinehurst Benefit District. She was concerned about the statement that the city would reimburse the county for the turn lane. The city administrator explained that the turn lane was not included in the benefit district because it was only deemed necessary by KDOT after conducting their traffic study. He said the money would be taken from the temporary note and the city would not incur any out-of-pocket expense.

CITIZENS AND PETITIONS

1. Dan Foy

Re: Request Extension for Application Time in Applying for Neighborhood Revitalization Plan

Dan Foy (4015 North 143rd St., Kansas City, Kansas) appeared to ask for an extension for additional time in applying for the Neighborhood Revitalization Plan. He explained that he was not made aware of the program by the city. He said he is still within the county deadline but needs an extension from the city.

the developer must approve and pay for additional signage to clarify the detour routes, with this cost being passed on to KDOT by the developer if possible. All aye. Motion carried 4-0.

Item #6. Approve or Deny Interlocal Agreement with Leavenworth County for Use of Funds to Construct 600 LF of an Additional Turn Lane on the South Leg of 158th St. at the Intersection of State Ave. in Conjunction with KDOT Project No. 52C-3708-01



A motion was made by J. Bonee and seconded by K. Sifford to approve the Interlocal Agreement with Leavenworth County for Use of Funds to Construct an Additional Turn Lane as presented. All aye. Motion carried 4-0.

Item #7. Approve or Deny Request for Extension for Application Time in Applying for Neighborhood Revitalization Plan

A motion was made by J. Bonee and seconded by K. Sifford to approve extending the deadline to July 1 for Mr. Foy to apply for the Neighborhood Revitalization Plan.

After discussion about the possible library interest in Mr. Foy's building, a motion was made by J. Bonee and K. Sifford to amend the previous motion. All aye. Motion carried 4-0.

A motion was then made by J. Bonee and seconded by K. Sifford to approve extending the deadline to August 1 for Mr. Foy to apply for the Neighborhood Revitalization Plan. All aye. Motion carried 4-0.

EXECUTIVE SESSION

A motion was made by J. Bonee and seconded by I. Dysart to convene into a thirty-minute executive session to discuss personnel and attorney-client privileged matters. All aye. Motion carried 4-0. (7:00 p.m.)

At 7:30 p.m., the mayor called the meeting back to order announcing it was necessary to reconvene back into executive session to finish discussions.

A motion was made by B. Hooker and seconded by K. Sifford to convene back into executive session until 7:50 to continue discussion regarding personnel and attorney-client privileged matters. All aye. Motion carried 4-0.

At 7:58 p.m., the mayor called the meeting to order reporting that no formal actions were taken in executive sessions.

CITY OF BASEHOR
P.O. BOX 406
BASEHOR, KS 66007
(913) 724-1370

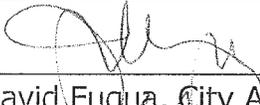
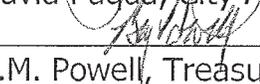
Vendor: Miles Excavating Inc
P.O. Box 458
Basehor, KS 66007

Voucher: 04-1116
Dated: 27 Dec 04
Fund: Pinehurst Infrastructure
17-000-850 \$32,203.45

Invoice #	Description	Amount
	Pinehurst street and storm improvements Engineer's project #2002.025 Change order #2	\$1,470.00
	Project: 24/40 Widening Estimate #1 Period ending 27 Nov 04	\$30,733.45

TOTAL CHECK AMOUNT

\$32,203.45

Approved by: 
David Fuqua, City Administrator
Processed by: 
B.M. Powell, Treasurer

Journal Entry # 5524
Check # 11236

CHANGE ORDER NO. 2

Project: Public Street & Storm Sewer Improvements
U.S. Highway 24/40
City of Basehor, Kansas

Engineer's Project No: 2002.025

Contractor: Miles Excavating, Inc.

Contract Date: 07/21/04

Contract For: 24/40 Widening Pinehurst BFD

Advance Warning Loops:

Nature of the Change:

1. Advance Loops: Final quantity of 2 EA., an over run of 2 EA. @ \$735/EA. for a total of \$1,470.

Existing loops were removed to allow widening construction for 24/40. New loops were installed to replace old loops.

Enclosures:

The change results in the following adjustment of Contract Price and Contract Time:

Contract Price Prior To This Change Order	<u>\$305,864.60</u>	
Net (Increase) (Decrease) Resulting From This Change Order	<u>\$1,470.00</u>	
Current Contract Price Including This Change Order	<u>\$307,334.60</u>	
Contract Time Prior To This Change Order	<u>45</u>	Calendar Days
Net (Increase) (Decrease) Resulting From This Change Order	<u>0</u>	Calendar Days
Current Contract Time Including This Change Order	<u>45</u>	Calendar Days

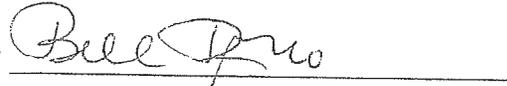
The Above Changes Are Recommended To The Owner For Approval:

McAfee, Henderson, & Strick, Inc.
Engineer

By 
Date 11/29/04

The Above Changes Are Accepted:

MILES EXCAVATING, INC.
Contractor

By 

Date NOVEMBER 29, 2004

You are directed to make the changes noted herein for the subject contract.


Owner

Date of Issuance: Nov 29, 2004

COMPLETION OF WORK CERTIFICATE

Project: Public Street and Storm Improvements
Pinehurst Benefit District
City of Basehor, Kansas

Engineer's Project No: 2002.025

To: City of Basehor, Kansas
(Owner)

In compliance with the General Conditions of the Project, on the basis of my observations and review of the Work, Final Inspection, and Review of the Final Payment, I am satisfied that the Work has been completed and the Contractor has fulfilled all of his/her obligations under the Contract Documents. I hereby recommend that the Final Completion Date of the Project be set as November 15, 2004 and that the Final Payment be approved.

Dated this 18th day of November 2004.

McAfee, Henderson, & Strick, Inc.

Engineer

By [Signature]

Title Project Manager

The Final Completion Date as set in this Certificate is hereby approved.

King's Const.
Contractor

By [Signature]

Title OFFICE MGR

City Of Basehor, Kansas

By [Signature]

Project 24/40 Widening
 City of Basehor
 Pay Estimate #2
 Period Ending: November 27, 2004
 Miles Excavating, Inc.
 P. O. Box 458
 Basehor, KS 66007

Item No.	Item Description	Unit	Quantity	Unit Price	Quantity Complete	Total Complete
1	Mobilization	LS	1	\$ 18,000.00	1.00	18,000.00
2	Clearing & Grubbing	LS	1	\$ 18,500.00	1.00	18,500.00
3	Grading	LS	1	\$ 55,000.00	1.00	55,000.00
4	KDOT BM-2 Asphalt Surface	SY	6,156	\$ 3.70	6,156.00	22,777.20
5	KDOT BM-2B Asphalt Base	SY	6,156	\$ 13.65	6,156.00	84,029.40
6	Compacted Aggregate AB-3	SY	6,156	\$ 12.25	6,156.00	75,411.00
7	Erosion Control	LS	1	\$ 2,800.00	1.00	2,800.00
8	Seeding	AC	0.82	\$ 2,500.00	0.82	2,050.00
9	Traffic Control	LS	1	\$ 11,900.00	1.00	11,900.00
10	4' PVC Underdrain	LF	60	\$ 35.00	60.00	2,100.00
11	4" White Thermo (Solid)	LF	2516	\$ 0.75	2,516.00	1,962.00
12	6" White Thermo (Solid)	LF	900	\$ 1.05	900.00	945.00
13	6" White Thermo (Broken)	LF	315	\$ 1.05	315.00	330.75
14	Right Turn Arrow Thermo	EA	7	\$ 110.00	7.00	770.00
15	Only Symbol Thermo	EA	6	\$ 285.00	6.00	1,590.00
16	Additional Sidewalk @ Pinehurst	LS	1	\$ 875.00	1.00	875.00
17	Advance Warning Loops	EA	2	\$ 735.00	4.00	2,940.00
18	Conduit	LF	605	\$ 8.85	605.00	5,354.25
TOTAL AMOUNT DUE						\$307,334.60
AMOUNT PAID ESTIMATE						276,601.14

AMOUNT DUE ESTIMATE \$30,733.46

X Carla Miles, Miles Excavating, Inc.
 CONTRACTOR

X [Signature]
 Project Engineer

X [Signature]
 CITY OF BASEHOR

ENGINEER'S ESTIMATE OF COST
 PINEHURST BENEFIT DISTRICT
 July 23, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
GENERAL					
1	Mobilization	LS	1	53,000.00	53,000
2	Construction Staking	LS	1	46,380.00	46,380
TOTAL - GENERAL					99,380
SANITARY IMPROVEMENTS					
3	Standard MH	EACH	25	1,350.00	33,750
4	Extra Depth in MH	VF	160	70.00	11,200
5	Pipe Diameter (in.)				
6	6" SDR 23 Service Line including trench	LF	620	20.00	12,400
7	4" SDR 23 Service Line including trench	LF	425	18.00	7,650
8	8" Class 50 DI	LF	1,165	28.00	32,619
9	8" SDR 26 Main	LF	371	11.50	4,267
10	8" SDR 35 Main	LF	2,972	9.50	28,235
11	12" SDR 35 Main	LF	608	12.75	7,749
12	15" SDR 35 Main	LF	188	18.00	3,389
13	18" SDR 35 Main	LF	237	22.00	5,223
14	Concrete Encasement	LF	26	40.00	1,040
15	AB-3 Granular Backfill (Street Crossings)	TON	650	12.00	7,800
16	Trenching (Unclassified Excavation)				
17	0' - 8' Depth	LF	1,092	14.00	15,285
18	8 - 10' Depth	LF	784	15.00	11,754
19	10 - 12' Depth	LF	1,114	16.00	17,825
20	12 - 14' Depth	LF	856	18.00	15,409
21	14 - 16' Depth	LF	655	24.00	15,712
22	16 - 18' Depth	LF	286	50.00	14,312
23	18 - 20' Depth	LF	302	56.00	16,920
24	20 - 22' Depth	LF	89	62.00	5,490
25	22 - 24' Depth	LF	87	68.00	5,920
26	24 - 26' Depth	LF	104	112.00	11,658
27	26 - 28' Depth	LF	177	124.00	21,943
TOTAL - SANITARY IMPROVEMENTS					307,550

ENGINEER'S ESTIMATE OF COST
PINEHURST BENEFIT DISTRICT
July 23, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
STORM DRAINAGE IMPROVEMENTS					
	Pipe				
28	15" HDPE	LF	278	25.00	6,944
29	18" HDPE	LF	1,024	30.00	30,716
30	18" RCP	LF	535	35.00	18,734
31	21" RCP	LF	203	40.00	8,104
32	24" HDPE	LF	938	35.00	32,830
33	24" RCP	LF	357	42.00	14,986
34	30" HDPE	LF	204	40.00	8,148
35	30" RCP	LF	227	50.00	11,327
36	36" RCP	LF	100	55.00	5,500
37	48" RCP	LF	120	65.00	7,800
38	15" HDPE End Section w/ Toewall & Concrete Apron	EACH	2	560.00	1,120
39	18" HDPE End Section w/ Toewall & Concrete Apron	EACH	2	620.00	1,240
40	24" HDPE End Section w/ Toewall & Concrete Apron	EACH	3	650.00	1,950
41	21" RC End Section w/ Toewall	EACH	1	300.00	300
42	36" RC End Section w/ Toewall	EACH	2	750.00	1,500
43	48" RC End Section w/ Toewall	EACH	2	1,400.00	2,800
44	6' x 4' Curb Inlet	EACH	31	2,350.00	72,850
45	5' x 5' Junction Box	EACH	1	2,150.00	2,150
46	4' x 4' Junction Box	EACH	3	1,850.00	5,550
47	4'x4' Area Inlet	EACH	1	2,000.00	2,000
48	Trash Rack	EACH	2	350.00	700
49	Rip Rap (50# min.)	SY	155	35.00	5,425
50	Rip Rap (75 # min.)	SY	275	40.00	11,000
Detention Basin (0.6-ACFT) Tract A					
51	Unclassified Excavation	CY	2,060	2.50	5,150
52	Dam Coring (Excavation & Compaction)	CY	465	4.00	1,860
53	Type AA (MR-3) Compaction	CY	1,450	2.60	3,770
54	Piping included in Storm Improvements Package				
55	Seeding	AC	0.8	4,600.00	3,664
Retention Basin (1.2-ACFT) Tract B					
56	Unclassified Excavation	CY	15,360	3.00	46,080
57	Dam Coring (Excavation & Compaction)	CY	1,140	5.00	5,700
58	Type AA (MR-3) Compaction	CY	925	2.60	2,405
59	15" HDPE Culvert w/ Seep Collars	LF	68	32.00	2,176
60	Headworks Structure (4'x6')	EACH	1	2,900.00	2,900
61	15" HDPE End Section w/ Toewall & Concrete Apron	EACH	1	560.00	560
62	Gravity Retaining Wall (500-750# Rock)	SF	5,430	25.00	135,750
63	Seeding	AC	1.3	4,600.00	5,980
Retention Basin (4.6-ACFT) Tract C					
64	Unclassified Excavation	CY	23,525	3.00	70,575
65	Dam Coring (Excavation & Compaction)	CY	435	5.00	2,175
66	Type AA (MR-3) Compaction	CY	3,710	2.60	9,646
67	4' x 4' RCB Culvert w/ Wingwalls	LF	85	110.00	9,350
68	Gravity Retaining Wall (500-750# Rock)	SF	4,120	25.00	103,000
69	Seeding	AC	1.1	4,600.00	5,060
TOTAL - STORM DRAINAGE IMPROVEMENTS					669,670

ENGINEER'S ESTIMATE OF COST
 PINEHURST BENEFIT DISTRICT
 July 23, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
STREET AND SITE IMPROVEMENTS					
70	Clearing, Grubbing, and Demolition (17.2-Acres)	LS	1	108,000.00	108,000
71	Unclassified Excavation	CY	21,525	2.00	43,050
72	Type AA (MR-3) Compaction	CY	975	2.50	2,438
73	Type B (MR-90) Compaction	CY	4,860	2.00	9,720
74	Fly-Ash Subbase Stabilization	SY	25,670	3.10	79,577
	Asphalt Pavement				
75	KDOT BM-2 Asphalt Surface	TON	2,470	42.00	103,740
76	KDOT BM-2B Asphalt Base	TON	10,610	44.00	466,840
	Curb and Gutter				
77	Type A	LF	824	9.50	7,833
78	Type B	LF	11,310	11.00	124,410
79	Type D	LF	887	12.00	10,644
80	4" PCC Sidewalk	SY	5,755	35.00	201,425
81	16" Steel Casing	LF	110	30.00	3,300
82	Streetlighting (Pinehurst Drive, 155th Street, Crimson)	LS	1	78,400.00	78,400
83	Pavement Marking and Signage	LS	1	18,300.00	18,300
84	Brick Paving (Traffic Circle and Medians)	SY	275	75.00	20,625
85	Traffic Control	LS	1	6,500.00	6,500
86	Seeding (Permanent within right-of-way)	AC	2.06	4,600.00	9,476
87	Seeding (Temporary outside right-of-way)	AC	4.11	2,300.00	9,453
88	Erosion Control	LS	1	7,450.00	7,450
TOTAL - STREET AND SITE IMPROVEMENTS					1,311,180

ENGINEER'S ESTIMATE OF COST
 PINEHURST BENEFIT DISTRICT
 July 23, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
KDOT IMPROVEMENTS FOR US 24/40 HIGHWAY & 158th STREET					
89	Clearing, Grubbing, and Demolition	LS	1.00	37,600.00	37,600
90	Type B (MR-90) Compaction	CY	7,200.00	2.25	16,200
91	Type AA (MR-5) Compaction	CY	1,720.00	2.50	4,300
92	6" AB-3 Granular Subbase	SY	9,450.00	6.45	60,953
93	6" Lime Treated Subbase	SY	9,450.00	2.20	20,790
94	1" KDOT (BM-IT) Asphalt Surface (24/40 Main)	TON	535.00	50.00	26,750
95	6.5" KDOT (BM-2C) Asphalt Base (Shoulder)	TON	1,610.00	46.00	74,060
96	12.5" KDOT (BM-2C) Asphalt Base (24/40 Main)	TON	3,940.00	48.00	189,120
97	2" KDOT (BM-2) Asphalt Surface (158th Street)	TON	75.00	50.00	3,750
98	8" KDOT (BM-2) Asphalt Surface (158th Street)	TON	300.00	46.00	13,800
99	Edge Drain Storm Pipe	LF	3,600.00	7.50	27,000
100	42" RCP	LF	30.00	60.00	1,800
101	48" RCP	LF	42.00	65.00	2,730
102	42" RCP End Section w/ toewall and collar	EACH	1.00	850.00	850
103	48" RCP End Section w/ toewall and collar	EACH	2.00	1,000.00	2,000
104	6" Concrete Ditch Lining	SY	420.00	45.00	18,900
105	Type D Median Curb	LF	320.00	10.00	3,200
106	4" PCC Median Concrete	SY	205.00	30.00	6,150
107	Pavement Marking	LS	1	2,100.00	2,100
108	Traffic Signal Improvements (155th Street)	LS	1	365,000.00	365,000
109	Temporary Traffic Signal	LS	1	62,000.00	62,000
110	Seeding (Permanent)	LS	1	15,200.00	15,200
111	Seeding (Temporary)	LS	1	5,390.00	5,390
112	Traffic Control	LS	1	24,000.00	24,000
113	Erosion Control	LS	1	5,400.00	5,400
TOTAL - US 24/40 HIGHWAY & 158TH STREET KDOT IMPROVEMENTS					989,040

ENGINEER'S ESTIMATE OF COST
 PINEHURST BENEFIT DISTRICT
 July 23, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
SUMMATION OF BENEFIT DISTRICT COSTS					
	General				99,380
	Sanitary				307,550
	Storm Drainage & Detention				669,670
	Street and Site Improvments				1,311,180
	KDOT Improvements to US 24/40 & 158th Street				989,040
	Subtotal of Construction				3,376,820
	Preliminary Engineering & Surveying				302,400
	Geotechncial and Material Testing				39,340
	Construction Engineering/Inspection				265,800
	Administrative & Legal				36,430
	BENEFIT DISTRICT TOTAL ESTIMATE				4,020,790

Item #3. Approve or Deny Contractor Payments for Pinehurst Benefit District 24/40 Hwy Lane Widening Project.

A motion was made by B. Hooker and seconded by K. Sifford to approve a payment to Miles Excavating in the amount of \$275,278.25 for work performed on the Pinehurst Benefit District 24/40 Hwy Lane Widening Project. All aye. Motion carried 5-0.

Item #4 Approve Or Deny Contractor Payments For North Poplar Interceptor Project.

A motion was made by B. Hooker and seconded by K. Sifford to approve payments to Miles Excavating (190,983.71) and mhs Engineering (\$17,887.00) for work performed on the North Poplar Interceptor Project. (State Revolving Loan Pay Request). All aye. Motion carried 5-0.

Item #5. Approve Or Deny To Proceed With Process To Allocate Final Construction Costs Of 24/40 Hwy Sewer Interceptor Project, Phase I and II

A motion was made by B. Hooker and seconded by K. Sifford to table action until the October 25, 2004 meeting. All aye. Motion carried 5-0.

Item #6. Approve Or Deny Agreement With Leavenworth County Allowing City of Basehor To Use County Right-of-Way For Honey Creek Farm Sewer Force Main

A motion was made by J. Bonee and seconded by K. Sifford to approve the agreement as printed. Discussion followed.

J. Bonee questioned county engineer, Gary Ditty, as to why the County was going to require an inspector when the City of Basehor already had an inspector onsite. Mr. Ditty stated the County's concern is with the ditches, entrance pipe, damage to street, traffic control plan, and dealing with affected property owners. The \$5,000 permit fee covers the three plan reviews, his time, county commissioner's and county counselors time involved, and guaranteed there would be no additional engineering or inspection costs associated with this project.

President Espinoza mentioned county officials were already paid by the taxpayers and should not double charge Honey Creek Farms. B. Hooker questioned if this practice was universal with other developers. Mr. Ditty stated Honey Creek Farms was the only development to be charged a fee of \$5,000 and a one million dollar bond, typically they only charge utility companies.

President Espinoza called for a final vote. All voted in favor to approve the agreement as printed except B. Hooker. Motion carried 4-1.

MAYOR'S REPORT

Due to the absence of Mayor Scherer, there were no reports at this time.

COUNCIL MEMBER REPORTS

Project: 24/40 Widening
City of Basehor
Pay Estimate #1
Period Ending: September 30, 2004
Miles Excavating, Inc.
P. O. Box 458
Basehor, KS 66007

Item No.	Item Description	Unit	Quantity	Unit Price	Quantity Complete	Total Complete
1	Mobilization	LS	1	\$ 18,000.00	1.00	18,000.00
2	Clearing & Grubbing	LS	1	\$ 18,500.00	1.00	18,500.00
3	Grading	LS	1	\$ 55,000.00	1.00	55,000.00
4	KDOT BM-2 Asphalt Surface	SY	6,158	\$ 3.70	6,156.00	22,777.20
5	KDOT BM-2B Asphalt Base	SY	6,158	\$ 13.65	6,156.00	84,029.40
6	Compacted Aggregate AB-3	SY	6,158	\$ 12.25	6,156.00	75,411.00
7	Erosion Control	LS	1	\$ 2,800.00	1.00	2,800.00
8	Seeding	AC	0.82	\$ 2,500.00	0.82	2,050.00
9	Traffic Control	LS	1	\$ 11,900.00	1.00	11,900.00
10	4" PVC Underdrain	LF	60	\$ 35.00	60.00	2,100.00
11	4" White Thermo (Solid)	LF	2616	\$ 0.75	2,616.00	1,962.00
12	6" White Thermo (Solid)	LF	900	\$ 1.05	900.00	945.00
13	6" White Thermo (Broken)	LF	315	\$ 1.05	315.00	330.75
14	Right Turn Arrow Thermo	EA	7	\$ 110.00	7.00	770.00
15	Only Symbol Thermo	EA	6	\$ 265.00	6.00	1,590.00
16	Additional Sidewalk @ Pinehurst	LS	1	\$ 875.00	1.00	875.00
17	Advance Warning Loops	EA	2	\$ 735.00	2.00	1,470.00
18	Conduit	LF	605	\$ 8.85	605.00	5,354.25

TOTAL AMOUNT DUE 305,864.60
LESS: 10% RETAINAGE 30,586.46

AMOUNT DUE ESTIMATE #1 \$275,278.14

CHANGE ORDER NO. 2

Project: Public Street & Storm Sewer Improvements
U.S. Highway 24/40
City of Basehor, Kansas

Engineer's Project No: 2002.025

Contractor: Miles Excavating, Inc.

Contract Date: 07/21/04

Contract For: 24/40 Widening Pinehurst BFD

Advance Warning Loops:

Nature of the Change:

1. Advance Loops: Final quantity of 2 EA., an over run of 2 EA. @ \$735/EA. for a total of \$1,470.

Existing loops were removed to allow widening construction for 24/40. New loops were installed to replace old loops.

Enclosures:

The change results in the following adjustment of Contract Price and Contract Time:

Contract Price Prior To This Change Order	<u>\$305,864.60</u>	
Net (Increase) (Decrease) Resulting From This Change Order	<u>\$1,470.00</u>	
Current Contract Price Including This Change Order	<u>\$307,334.60</u>	
Contract Time Prior To This Change Order	<u>45</u>	Calendar Days
Net (Increase) (Decrease) Resulting From This Change Order	<u>0</u>	Calendar Days
Current Contract Time Including This Change Order	<u>45</u>	Calendar Days

The Above Changes Are Recommended To The Owner For Approval:

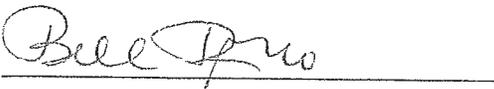
McAfee, Henderson, & Strick, Inc.
Engineer

By 

Date 11/29/04

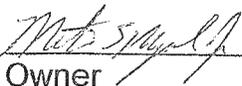
The Above Changes Are Accepted:

MILES EXCAVATING, INC.
Contractor

By 

Date NOVEMBER 29, 2004

You are directed to make the changes noted herein for the subject contract.


Owner

Date of Issuance: Nov 29, 2004

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of payment to Kansas Municipal Insurance Trust for Worker's Compensation for year 2009.

Department: Administration

Background/Description of Item:

The City of Basehor utilizes Kansas Municipal Insurance Trust (KMIT) for Workers Compensation insurance coverage.

Premium for 2008 was \$22,702.

Premium for 2009 is \$27,269; however due to Gene's hard work as safety director, the City qualified for a 10% discount reducing the premium to \$24,742.

(increased from 2008 to 2009 by \$2040.00)

The increase is due to claims over the last two years and an increase in police & fire classification (refer to KMIT cover letter).

Funding Source: General Government Insurance (01-001-779)

Recommendation: Approve Workers Compensation premium with Kansas Municipal Insurance Trust (KMIT) for year 2009 in the amount of \$24,742.

Prepared by: Mary A. Mogle, City Clerk
Council Date: January 5, 2009



300 SW 8th Avenue
Topeka, KS 66603
Telephone: (785) 354-9565
Fax: (785) 354-4186

December 10, 2008

**Kansas Municipal
Insurance Trust**

Board of Trustees

Bud Newberry
President
Derby

Cheryl Beatty
Vice-President
Eudora

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Clay Center

Lana McPherson
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De Soto

Steve Archer
Arkansas City

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Toby Dougherty
Hays

Jane Longmeyer
Dodge City

Larry Paine
Hillsboro

Sasha Stiles
Andover

Don Moler
Executive Director
Ex Officio

Don Osenbaugh
Pool Administrator

City of Basehor
Attention: Mary Mogle
City Clerk
PO Box 406
Basehor, KS 66007

Subject: Workers Compensation Insurance Renewal (2009)

Dear Mary,

Please find enclosed your KMIT workers compensation insurance renewal quote and invoice for 2009 (for coverage starting at 12:01 AM on January 1, 2009).

We are pleased, once again, to be able to provide work comp coverage for the employees of the City of Basehor, and note that Basehor has been a continuous member of the KMIT Workers Compensation Pool since 4/1/1996.

Your work comp premium for 2009 is \$24,742. Your premium payment is due and payable in full, on or before January 31, 2009.

Once again this year, **KMIT's internal rate** ('Loss Cost Multiplier', or 'LCM'...the official rate all companies and pools must file with the Kansas Insurance Department) **went DOWN**. The 2009 KMIT 'LCM' is 1.38—a decrease of 9.2% from the 2008 rate.

However, the **state-determined Class Code Rates once again went up** in several categories which comprise a lot of many cities' payroll—this time around, for example, significant Class Code increases (over 10%) were applied to Fire and Police. So, while KMIT's rates went down, a number of individual job state-rates went up; no doubt due to the ever-increasing medical costs of claims.

The other two variables in your city's work comp costs are **payroll** and **experience modifier** ('mod'). Most cities' payrolls go up each year, and the amount they go up does affect the work comp cost. The 'mod' is determined by each city's 'frequency' (number) of claims and 'severity' (cost) of claims over the most recently-completed 3-year period (in this case, 2005-2007).

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Please contact KMIT if you have any question(s) about your KMIT work comp quote or invoice, or any other question about KMIT service.

One last, but very important, thing... please DO NOT send your check to the KMIT (League) office, but, rather, directly to a special lock box at KMIT's bank:

Kansas Municipal Insurance Trust
C/O UMB Bank
ATTN: Annette
P.O. Box 5228
Topeka, KS 66605

Thank you for your continued membership in the **KMIT Workers Compensation Pool**. We sincerely do appreciate having Basehor in our group.

Don Osenbaugh

Don Osenbaugh
Pool Administrator

xc: Carl Slaugh

City of Basehor KMIT - Workers Compensation Quote for 2009

Based upon Estimated 2009 Payroll, Final Experience

<u>Classification</u>	<u>Class Code</u>	<u>Payroll</u>	<u>Modified Rate</u>	<u>Premium</u>
Street or Road Construction: Paving or Repaving & Drivers	5506	\$92,054	6.04	\$5,564
Sewage Disposal Plant Operation & Drivers	7580	\$77,705	2.87	\$2,230
Police Officers & Drivers	7720	\$381,820	3.66	\$13,963
Clerical Office Employees NOC	8810	\$382,303	0.29	\$1,108
City Council Members & Mayor	8810	\$17,200	0.29	\$50
Totals:		\$951,082		\$22,915

Make Checks Payable To:
KANSAS MUNICIPAL INSURANCE TRUST

Send Payment To:
Kansas Municipal Insurance Trust
c/o Columbian Bank
PO Box 902
Topeka, KS 66601-0902

ExperienceMod: 1.19
Standard Premium: \$27,269
Discount: 10%
Discounted Premium: \$24,542
Expense Constant: \$200
Annual Contribution: \$24,742

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval to renew membership support to the League of Kansas Municipalities.

Department: Administration

Background/Description of Item:

The City of Basehor relies on the League of Kansas Municipalities in various aspects. They provide legal opinions, sample ordinances and resolutions, lobby on behalf of local government, and provide other services at reduced costs.

LKM also presents educational programs to governmental agencies throughout the year regarding Open Records, Open Meetings, Mayor & Council training, and municipal accounting to name a few. Non-members pay an additional \$25-\$100 for sessions.

The annual fee for support is based on population and assessed valuation. In addition to the membership dues, the League of Kansas Municipalities publishes Kansas Government Journal which provides cities with legislative updates and other informative articles concerning Kansas government. Although the Membership Notice shows (6) subscriptions, there should be (7). This would include a subscription for the city administrator as well as the governing body.

2009 Membership Dues & Research Subscription	\$2,077.79
7 - Subscriptions to Kansas Government Journal @ \$15.00	<u>105.00</u>
Total Payment Due	\$2,182.79

(2008 Membership Dues 1,930.72)

Funding Source: Administration

Recommendation: Approve the annual 2009 membership renewal and subscriptions with the League of Kansas Municipalities in the amount of \$2,182.79.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: January 5, 2009

League of Kansas Municipalities
 300 S.W. 8th Avenue, Suite 100
 Topeka, KS 66603-3951

2009 Dues & Subscriptions

Bill To

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

Date **Invoice #**

12/2/2008 09-139

Terms **Due Date**

Net 30 1/1/2009

Qty	Description	Rate	Amount
1	Membership dues and Research Subscription for City F/Y 2009	2,077.79	2,077.79
6	2009 Subscription Kansas Government Journal	15.00	90.00

Total	\$2,167.79
Payments/Credits	\$0.00
Balance Due	\$2,167.79

League Web Site: www.lkm.org



300 SW 8th Avenue
Topeka, Kansas 66603-3912
Phone: (785) 354-9565
Fax: (785) 354-4186

League of Kansas Municipalities

December 4, 2008

Dear City Clerk:

Please find enclosed the 2009 dues billing for the League of Kansas Municipalities. This dues billing represents the dues which will be required of your city for membership in the League during 2009. As a result of the amendment to the League Bylaws at the 2001 League Convention, there are now only two factors which are considered in the calculation of League dues for League member cities. These two factors are: (1) the population of the city; and (2) the assessed valuation of the city. These two factors are used as the sole basis for determining your annual League dues. Finally, if your city did not prepay its portion of the League building assessment, there will also be the final annual assessment for the League headquarters building in Topeka.

Please also find enclosed with this mailing the new *2009 LKM Services Catalog* which outlines the many League services which are available to you as a League member city. We would urge you to take advantage of these services, and to always feel free to let us know how we can improve the services we are providing or to make suggestions about new League services which your city would find desirable.

It is always a pleasure to be able to serve the cities of Kansas, and to work with you to ensure the very best environment possible for the citizens which we all serve. Should you have any questions or comments concerning your dues billing, please feel free to contact me; Don Osenbaugh, League Finance Director; or Phyllis Mitchell, League Accountant. Thank you once again for your membership in the League of Kansas Municipalities.

Sincerely,

A handwritten signature in cursive script that reads "Don Moler".

Don Moler
Executive Director

LEAVENWORTH CITY/COUNTY PROBATION OFFICE
LEAVENWORTH JUSTICE CENTER
601 S. 3RD SUITE 3109
LEAVENWORTH, KS 66048
(913) 684-0760

December 16, 2008

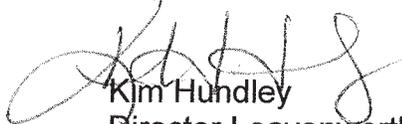
To: City of Basehor

Ref: 2009 Court Services Contract

From: Kim Hundley, Director Leavenworth City/County Probation

Attached is the year 2009 contract. Please return signed copy to the City/County Probation Office. I will in turn have the Chairman, Leavenworth County Commissioner sign and will return signed copy to your office.

Sincerely,



Kim Hundley

Director Leavenworth City/County Probation Office

COURT SERVICES CONTRACT
THE COUNTY OF LEAVENWORTH
AND CITY OF BASEHOR

This agreement provides that the County of Leavenworth, shall provide the following Court Services for the Municipal Court of Basehor during the period of January 1, 2009 and December 31, 2009.

1. Pretrial recognizance and Diversion Investigation Reports.
2. Presentence and Preparole Investigation Reports.
3. Revocation reports where indicated.
4. Jail release programs, including the working off of fines, restitution where appropriate as well as straight work release programs.
5. Alcohol prevention and education and interaction in alcohol abuse of persons who are alcoholics or in danger of so becoming
6. Follow up on supervision and monitorship of all cases assigned by the Judge of the Basehor Municipal Court, as the results of any of the aforementioned programs.

In carrying out the aforementioned functions, the Court Services Office will provide correctional counseling and/or referral of offenders to appropriate supporting resources. These will include, but are not limited to: continuation of a monthly Alcohol Information School, other alcohol treatment programs, both inpatient and outpatient and any other supporting program available.

In return for the aforementioned services the City of Basehor shall pay for services at the following rates; Presentence Report or Diversion Investigation Reports, \$175.00. These charges will be payable on a quarterly basis when statement is issued after the end of each quarter. Payment will be due no later then thirty (30) days from the date of billing and will be made payable to the Leavenworth City/County Probation, 601 S. Third St., Suite 3109, Leavenworth, KS 66048.

The undersigned representatives of the Board of Leavenworth County Commissioners, and Basehor Commissioners do hereby jointly agree to the conditions of this contract and will abide by same.

DATE: _____

CHAIRMAN, LEAVENWORTH COUNTY
BOARD OF COMMISSIONERS

DATE: _____

MAYOR, CITY OF BASEHOR

LVCO CITY/COUNTY PROBATION OFFICE

PD-8140-08

00-000-421

JANUARY -MARCH 2008

\$ 2,075.00

K BOLIN	\$ 150.00
J GRANT	\$ 175.00
W HOLDER	\$ 175.00
R SANFORD	\$ 175.00
M WIEHE	\$ 175.00
M DUKES	\$ 175.00
T HADLEY	\$ 175.00
J OWENS	\$ 175.00
D TROWBRIDGE	\$ 175.00
J MULICH	\$ 175.00
J STREETMAN	\$ 175.00
J BOUTON	\$ 175.00

APRIL-JUNE 2008

\$ 1,925.00

J KRAKOWSKI	\$ 175.00
A MADRIGAL	\$ 175.00
N CONNER	\$ 175.00
E BURGEN	\$ 175.00
T SHAFFER	\$ 175.00
C MONTEIL	\$ 175.00
A WHITE	\$ 175.00
J MOULIN	\$ 175.00
C CHASE	\$ 175.00
K SMITH	\$ 175.00

JULY-SEPTEMBER 2008

\$ 2,625.00

C LEWIS	\$ 175.00
E HINKLEY	\$ 175.00
S CRUSE	\$ 175.00
J KIDD	\$ 175.00
D MORRIS	\$ 175.00
C STREET	\$ 175.00
S RUTLEDGE	\$ 175.00
D MILLER	\$ 175.00
K KAPLANIS	\$ 175.00
D RICHARDSON	\$ 175.00
M RAY	\$ 175.00
C RICH	\$ 175.00
K CALLAHAN	\$ 175.00
B BIEKER	\$ 175.00
J RICH	\$ 175.00

OCTOBER-DECEMBER 2008

\$ 2,975.00

S FANNING	\$	175.00
M KURTZ	\$	175.00
K WILLIAMS	\$	175.00
D MARTIN	\$	175.00
D AMBROSE	\$	175.00
T TORKELSON	\$	175.00
M ADMIRE	\$	175.00
D BLACKMORE	\$	175.00
M PATTISON	\$	175.00
M ALEXANDER	\$	175.00
E ZUMWALT	\$	175.00
T BRADFIELD	\$	175.00
M GARRISON	\$	175.00
T STAFFORD	\$	175.00
D SEUBERT	\$	175.00
C GLANVILLE	\$	175.00
J BAILEY	\$	175.00