

AGENDA

BASEHOR CITY COUNCIL

March 2, 2009

6:00 p.m.

Basehor City Hall

WORK SESSION - 6:00 p.m. Discussion of agenda items
Report on computer system audit by Integrated Systems.

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. February 9, 2009 Cedar Lake Estates Public Hearing
 2. February 17, 2009 Work Session & Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

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

5. Business

- a. Consider pay request #4 to CAS Construction for construction work performed on the wastewater treatment plant expansion.
- b. Consider approval of change order #1 for the WWTF project.
- c. Consider access issues at 147th and U.S. Highway 24-40 and potential amendments to the 24-40 Corridor Agreement.
- d. Consider approval of a revised agreement with the Kansas Department of Transportation for construction of Wolf Creek Parkway.
- e. Authorization to advertise for bids on the Wolf Creek Parkway and 150th Street projects and approval of KDOT loans for the project.
- f. Consider Preliminary Plat for Southside Villas, requested by Benchmark Management, Inc.

- g. Consider a vehicle rotation plan for the police department and purchase of two new police cars.
- h. Consider approval of expenditures to clean out and repair a drainage ditch from 155th Street east to 154th and Sycamore.
- i. Consider ordinance ordering demolition of structure located at 2805 N. 155th St.
- j. Consider approval of a joint resolution with Leavenworth County and the Cities of Leavenworth, Lansing and Tonganoxie urging support of MARC for funding of road projects.
- k. Consider approval of the Tomahawk Valley Trail project and request for engineering design.

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

Minutes

**Minutes for February 9 and February 17
are in the process of being reviewed by
the city attorney and will be forwarded at
a later date.**

BANK: First State Bank

| Check Number | Check Date | Status | Vendor Number | Vendor Name | Check Description | Amount | | |
|---------------|------------|---------|---------------|-------------------------------|--------------------------------|------------|--------------|------------|
| 16337 | 02/13/2009 | Printed | EFTPS | EFTPS | FIT/SS/MEDI WITHHOLDING PYMT | 10,674.46 | | |
| 16338 | 02/13/2009 | Printed | GRIFFIN/WI | WILLIAM GRIFFIN | BANKRUPTCY WITHHOLDING PYMT | 200.00 | | |
| 16339 | 02/13/2009 | Printed | KS DOR WTH | KANSAS DEPARTMENT OF REVENUE | KS STATE WITHHOLDING PYMT | 1,631.09 | | |
| 16340 | 02/13/2009 | Printed | KANSAS PAY | KANSAS PAYMENT CENTER | CHILD SUPPORT WITHHOLDING PYMT | 379.50 | | |
| 16341 | 02/13/2009 | Printed | KPF EFT | KPF EFT PROGRAM | KPF RETIREMENT WITHHOLDING PYM | 3,588.71 | | |
| 16342 | 02/23/2009 | Printed | BASEHOR CH | BASEHOR CHAMBER OF COMMERCE | MEMBERSHIP LUNCH REGISTRATION | 28.00 | | |
| 16343 | 02/23/2009 | Printed | BASEHOR VE | BASEHOR VETERINARY CLINIC | EUTHANIZE CATS | 40.00 | | |
| 16344 | 02/23/2009 | Printed | CAS CONSTR | CAS CONSTRUCTION LLC | WWTP EXPANSION & UPGRADE | 296,699.67 | | |
| 16345 | 02/23/2009 | Printed | GLOCK PROF | GLOCK PROFESSIONAL, INC. | ARMORER'S COURSE-PIERCE/HALLGR | 300.00 | | |
| 16346 | 02/23/2009 | Printed | HARRIS M | MAX HARRIS | REFUND SEWER ACCOUNT/PENALTY | 21.62 | | |
| 16347 | 02/23/2009 | Printed | KS MAYORS | KANSAS MAYORS ASSOCIATION | FY2009 MEMBERSHIP DUES | 50.00 | | |
| 16348 | 02/23/2009 | Printed | KMJA | KANSAS MUNICIPAL JUDGES ASSO | 2009 ANNUAL DUES JUDGE PRAY | 25.00 | | |
| 16349 | 02/23/2009 | Printed | LEAVENWORT | LEAVENWORTH COUNTY COURTHOUSE | RECORDING FEES EASEMENT/DEED | 12.00 | | |
| 16350 | 02/23/2009 | Printed | LV SHERIFF | LEAVENWORTH COUNTY SHERIFF | BOARDING PRISONERS JAN 2009 | 437.50 | | |
| 16351 | 02/23/2009 | Printed | LOI TECH | LOI TECHNOLOGY | NEW PC'S/INSTALLATION/ISSUES | 2,104.97 | | |
| 16352 | 02/23/2009 | Printed | LORMAN | LORMAN EDUCATION SERVICES | POLICE LIABILITY COURSE-MARTLE | 309.00 | | |
| 16353 | 02/23/2009 | Printed | LTD COMMOD | LTD COMMODITIES | WALL CABINET FOR POLICE OFFICE | 38.38 | | |
| 16354 | 02/23/2009 | Printed | MAAC CLEAN | MAAC CLEANING SPECIALISTS | CLEANING @ CITY HALL | 180.00 | | |
| 16355 | 02/23/2009 | Printed | MODERN MAR | MODERN MARKETING, INC. | BOOKMARKS-PROMO ITEMS POLICE | 186.60 | | |
| 16356 | 02/23/2009 | Printed | MOGENSEN | MICHAEL S. MOGENSEN | PROSECUTING ATTORNEY FEES | 646.50 | | |
| 16357 | 02/23/2009 | Printed | NEXTEL | NEXTEL COMMUNICATIONS | CELLULAR PHONE SERVICES | 407.21 | | |
| 16358 | 02/23/2009 | Printed | OREILLYSPR | O'REILLY AUTO PARTS | OIL/FILTER ADMIN VEHICLE | 27.73 | | |
| 16359 | 02/23/2009 | Printed | OHS-COMPCA | OHS-COMPCARE | EXAMINATION/DRUG TESTING | 130.95 | | |
| 16360 | 02/23/2009 | Printed | PITNEY BOW | PITNEY BOWES | POSTAGE REFILL | 200.00 | | |
| 16361 | 02/23/2009 | Printed | REAVEY LAW | REAVEY LAW LLC | LEGAL FEES JAN 2009 | 1,500.00 | | |
| 16362 | 02/23/2009 | Printed | SMITH VET | SMITH VETRINARY CLINIC INC | BOARDING ANIMALS | 107.50 | | |
| 16363 | 02/23/2009 | Printed | SUNFLOWER | SUNFLOWER BROADBAND | PHONE SERVICES LIFT STATIONS | 41.92 | | |
| 16364 | 02/23/2009 | Printed | TRAINING A | TRAINING AT YOUR PLACE | TELEPHONE SUPPORT 2009-12HRS | 900.00 | | |
| 16365 | 02/23/2009 | Printed | WESTAR GRP | WESTAR ENERGY | UTILITIES - ELECTRIC | 5,143.30 | | |
| 16366 | 02/23/2009 | Printed | WILLIAM & | WILLIAM & DIANE BUCHHOLZ | TEMP CONST EASEMENT/DEED DEDIC | 1,353.56 | | |
| 16367 | 02/23/2009 | Printed | WOLF CREEK | WOLF CREEK VETERINARY CLINIC | IMPOUND CHARGES ANIMALS | 225.00 | | |
| 16368 | 02/25/2009 | Printed | BASEHOR TO | BASEHOR TOWN CENTER, LLC | ENGINEERING SERVICES - BTC | 4,127.50 | | |
| 16369 | 02/25/2009 | Printed | LEVEL 4 | LEVEL 4 ENGINEERING LLC | ENGINEERING/SURVEYING-BTC | 110,945.07 | | |
| Total Checks: | | | | | | 33 | Bank Total: | 442,662.74 |
| Total Checks: | | | | | | 33 | Grand Total: | 442,662.74 |

REVENUE/EXPENDITURE REPORT
AS OF 02/23/09

City Of Basehor

| For the Period: 1/1/2009 to 2/28/2009 | Original Bud. | Amended Bud. | YTD Actual | CURR MTH |
|---|---------------|--------------|--------------|-------------|
| Fund: 01 - GENERAL FUND | | | | |
| Revenues | 1,726,436.00 | 1,726,436.00 | 735,034.03 | 29,858.31 |
| Expenditures | 2,654,402.00 | 2,657,402.00 | 310,472.33 | 98,390.15 |
| Net Effect for GENERAL FUND | -927,966.00 | -930,966.00 | 424,561.70 | -68,531.84 |
| Fund: 04 - SPECIAL PARK & RECREATION FUND | | | | |
| Revenues | 22,855.00 | 22,855.00 | 557.15 | 315.83 |
| Expenditures | 13,500.00 | 13,500.00 | 500.00 | 0.00 |
| Net Effect for SPECIAL PARK & RECREATION FUND | 9,355.00 | 9,355.00 | 57.15 | 315.83 |
| Fund: 05 - SEWER FUND | | | | |
| Revenues | 6,673,694.00 | 6,673,694.00 | 1,011,352.73 | 4,912.17 |
| Expenditures | 7,297,843.00 | 7,297,843.00 | 731,943.35 | 658,551.77 |
| Net Effect for SEWER FUND | -624,149.00 | -624,149.00 | 279,409.38 | -653,639.60 |
| Fund: 07 - CEDAR LAKES MAINTENANCE | | | | |
| Revenues | 11,170.00 | 11,170.00 | 152.48 | 48.97 |
| Expenditures | 17,000.00 | 17,000.00 | 905.16 | 905.16 |
| Net Effect for CEDAR LAKES MAINTENANCE | -5,830.00 | -5,830.00 | -752.68 | -856.19 |
| Fund: 08 - BOND & INTEREST FUND | | | | |
| Revenues | 436,168.00 | 436,168.00 | 266,977.23 | 210.61 |
| Expenditures | 534,971.00 | 534,971.00 | 107,485.63 | 107,485.63 |
| Net Effect for BOND & INTEREST FUND | -98,803.00 | -98,803.00 | 159,491.60 | -107,275.02 |
| Fund: 09 - SOLID WASTE FUND | | | | |
| Revenues | 164,641.00 | 164,641.00 | 16,681.50 | 279.03 |
| Expenditures | 167,149.00 | 167,149.00 | 13,736.61 | 1,386.86 |
| Net Effect for SOLID WASTE FUND | -2,508.00 | -2,508.00 | 2,944.89 | -1,107.83 |
| Fund: 10 - CONSOLIDATED HIGHWAY FUND | | | | |
| Revenues | 630,625.00 | 630,625.00 | 53,561.75 | 3,522.98 |
| Expenditures | 1,127,377.00 | 1,127,377.00 | 156,012.32 | 139,622.56 |
| Net Effect for CONSOLIDATED HIGHWAY FUND | -496,752.00 | -496,752.00 | -102,450.57 | -136,099.58 |
| Fund: 11 - MUNICIPAL EQUIP RESERVE FUND | | | | |
| Revenues | 167,300.00 | 167,300.00 | 865.09 | 275.76 |
| Expenditures | 150,000.00 | 150,000.00 | 8,968.00 | 8,968.00 |
| Net Effect for MUNICIPAL EQUIP RESERVE FUND | 17,300.00 | 17,300.00 | -8,102.91 | -8,692.24 |
| Fund: 12 - CAPITAL IMPROVEMENT FUND | | | | |
| Revenues | 438,967.00 | 438,967.00 | 24,859.96 | 979.62 |
| Expenditures | 150,000.00 | 150,000.00 | 0.00 | 0.00 |
| Net Effect for CAPITAL IMPROVEMENT FUND | 288,967.00 | 288,967.00 | 24,859.96 | 979.62 |
| Fund: 18 - BASEHOR TOWN CENTER PROJECT | | | | |
| Expenditures | 0.00 | 0.00 | 162,345.41 | 69,351.11 |
| Net Effect for BASEHOR TOWN CENTER PROJECT | 0.00 | 0.00 | -162,260.80 | -69,351.11 |

BALANCE SHEET

AS OF 02/23/09

Page: 1

2/23/2009

10:58 am

City Of Basehor

As of: 2/28/2009

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

Acct Class: CA CURRENT ASSESTS

| | |
|------------------------------------|--------------|
| 001 FSB CHECKING ACCOUNT | 50,318.82 |
| 002 FSB MONEY MARKET ACCOUNT | 3,274,823.77 |
| 005 BASEHOR TOWN CENTER ACCOUNT | 1,240,241.89 |
| 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 | 86,257.46 |
| 031 500030 CNB 1.36% 072009 | 800,000.00 |
| 045 418000021 COMMERC 1.37% 081009 | 1,400,000.00 |

| | |
|--------------------------------|--------------|
| Acct Class: CA CURRENT ASSESTS | 8,851,641.92 |
|--------------------------------|--------------|

Total Assets

8,851,641.92

Liabilities

Acct Class: CL CURRENT LIABILITIES

| | |
|------------------------------------|--------------|
| 214 SEWER FUND MONTHLY BALANCE | 341,266.76 |
| 215 SOLID WASTE MONTHLY BALANCE | 82,093.37 |
| 216 GENERAL FUND MONTHLY BALANCE | 1,070,205.19 |
| 218 MUNICIPAL EQUIP FUND MO BAL | 347,869.52 |
| 219 CAPITAL IMPROVE FUND MO BAL | 1,235,768.20 |
| 220 SPECIAL PARK & REC FUND MO BAL | 146,316.80 |
| 221 CONS HIGHWAY FUND MONTHLY BAL | 2,129,787.52 |
| 226 BOND & INTEREST MONTHLY BAL | 265,673.61 |
| 230 TOWN CENTER PROJECT MO BALANCE | 3,170,890.71 |
| 300 CL MAINTENANCE MONTHLY BALANCE | 61,770.00 |

| | |
|------------------------------------|--------------|
| Acct Class: CL CURRENT LIABILITIES | 8,851,641.92 |
|------------------------------------|--------------|

Total Liabilities

8,851,641.92

Total Liabilities & Balances

8,851,641.92

**City of Basehor
2009 ANNUAL CALENDAR OF EVENTS**

| | | MARCH | |
|------------------|----------------------------|--|----------------------------|
| MONTH/DAY | TIME | EVENT | LOCATION |
| 2 | 8:00-Noon | Deadline to vote advance voting ballots in person in office of County Election Officer | Leavenworth Court House |
| | 6:00 p.m. | City Council Meeting | City Hall Meeting Room |
| 3 | 7:00 am-7:00 pm | Primary Election (If needed) | Fire Station & Holy Angels |
| | 6:30 p.m. | Planning Commission Meeting | City Hall Meeting Room |
| 4 | | Voter Registration books reopen | City Hall & Library |
| 9 | 6:00 p.m. | City Council Work Session | City Hall Meeting Room |
| 10 | 1:00 p.m. | Municipal Court | City Hall Meeting Room |
| 11 | 4:00 p.m. | Park Advisory Board Meeting | City Hall Meeting Room |
| 16 | 6:00 p.m. Working Proj. | City Council Meeting *Consider resolution pledging support to PRIDE *Authorize adm staff to start delinquent process. *Consider financial support to PRIDE for 4th of July *Consider financial support for 2009 Dairy Days *LCDC Quarterly Update | City Hall Meeting Room |
| 18 | | County Election Officer begins mailing advance voting ballots & advance voting in office | |
| 23 | | Last day to register to vote | |
| | Projects: | Department budgets due to city treasurer Phase II - Street Maintenance Plan | |

Anril Meetings:

- April 6, 2009 Regular Meeting
- April 13, 2009 Work Session
- April 20, 2009 Regular Meeting

AGENDA ITEM INFORMATION FORM

Agenda Item: Listen to a computer systems audit report from Integrated Systems.

Department: Administration

Background/Description of Item:

On Nov. 3, 2008 a proposal was made to the city council to authorize funds to replace the computer server. The primary server for the City of Basehor is approximately five years old and has reached a normal service life. It has been recommended that the server be replaced prior to failure to avoid costly down time and loss of data.

The city council endorsed a request for an in-depth computer systems audit which was commissioned to Integrated Systems Nov. 17 and completed Jan. 5, 2009.

The previous request was to replace just the server and backup file system. The audit proposes several recommendations with partial installation cost estimates. The quotes for servers will need to be updated.

Previous quotes from Nov. 2008

| | |
|---|-------------|
| HP ProLiant ML350 G5 2.40Ghz Tower Server 470064-774 | \$4,510.00* |
| Dell PowerEdge 1900 \$5,227.73 minus 35% | \$3,398.04 |

* Does not include operating system software, extra 10 CAL

The prices are based on contracts negotiated through the State of Kansas bid procurement system and result in an approximate discount of 35% over regular prices.

The proposal from Integrated Systems includes \$14,436.17 for a rack mounted system. The City does not have space for a rack mounted system at the present location. Moving the server to the vault area would take up valuable vault space and would require relocation of all of the lines (estimated cost \$3,059.75 plus cost for additional wire runs)

Following review by the city council and feedback on preferences updated quotes will be obtained on the other systems.

Funding Source: Admin Capital Outlay 01-001-850 Remaining Balance \$5345.13

Recommendation: Listen to the report and provide feedback in preparation for making a decision planned for the April 6 agenda.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: March 2, 2009



16120 Foster
 Overland Park, KS 66085
 913.647.9020
 913.647.9025 fax
 www.integratednational.com

Proposal for:
City of Basehor
 2620 N. 155th Street
 Basehor, KS 66007
 (913) 724-1370
 1/26/09

Quotes for System Audit Recommendations

Q142998 – SAS Server

| | | |
|--|-------------------|---------|
| Product and Labor to install and configure a SuperMicro Rackmount Server with Intel Quad-Core Xeon 2.5Ghz CPU, 8GB RAM, 4x 450GB SAS HDD, DVD-RW, Windows Server 2008 Standard with 20 CALs, Logitech Keyboard & Mouse, 17" LCD Monitor and a 2 port KVM Switch. | \$9,644.92 | product |
| | <u>\$4,791.25</u> | labor |
| | \$14,436.17 | total |

Q143111 – External Penetration Protection

| | |
|--|------------|
| Labor required to test external penetration and intrusion to determine security status in preparation for client's impending audit. Integrated Systems recommends this external testing be performed annually. | \$1,916.50 |
|--|------------|

Q143112 – Relocate MDF/IDF

| | |
|---|------------|
| Labor and materials needed to relocate client's existing MDF/IDF including a 3' floor rack and 48-port patch panel. This relocation may require new wire runs, depending upon the length of the existing cables. These extra wire runs will be billed additionally if needed. | \$3,059.75 |
|---|------------|

Q143115 – Setup Permissions

| | |
|--|----------|
| Labor to setup Access Level Permissions and Group Level Permissions on client's server for all users providing them access to their respective departments, etc. | \$958.25 |
|--|----------|

Q143116 – Rename Windows Administrator

| | |
|--|----------|
| Labor to Rename the Windows Administrator Account to help prevent or at the very least make it more difficult for a 'hacker' to locate it. | \$153.25 |
|--|----------|

Q143117 – Password Policy

| | |
|---|----------|
| Labor to setup Password Policies on client's data network including requirements on password length, age, history and complexity. These procedures should be enabled to enforce security. | \$268.25 |
|---|----------|

Q143118 – Cached Logon

| | |
|--|----------|
| Labor to setup Cached Logon Credentials Policy to eliminate potential risk and create an additional layer of defense. When this policy is left unaccounted for, the last user logged into the Windows computer or server is remembered. When enabled, username filed is empty. | \$153.25 |
|--|----------|

Investment: \$20,945.42 total of all quotes

Client Acceptance: _____ **Date:** _____

This Integrated Systems, Inc. quote does not include unless otherwise stated on this Quote; installation or configuration charges, freight or delivery charges. Sales tax may apply whether shown or not shown on this quote, unless the client has an 'exempt' sales tax status. Returns may be made within 7 business days of the receipt of the merchandise. All returns are subject to a 20% restocking fee. All returns must include the original manufacturers packaging including, inserts, manuals, software, packaging and accessories. Pricing is guaranteed for 30 days from the date of this quote. Discounts listed may have an expiration date. Any purchase for more than \$1,500.00 requires a 50% deposit upon acceptance of the quote. Payment terms are DUE UPON RECEIPT on all outstanding balances. Moves, adds or changes must be requested in writing or via email by the ISI client. Any past due balances will be subject to a finance charge.

By signing on the acceptance line above, you agree to the pricing, terms and conditions of the quote and agree to pay the quote amount and any finance charges for overdue account balances.

Integrated Systems, Inc. and it's employees SHALL NOT BE LIABLE FOR DAMAGES INCLUDING LOSS OF DATA, UNDER ANY LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE FAIR MARKET VALUE OR THE ORIGINAL PURCHASE PRICE OF THE INSTALLED EQUIPMENT TENDERED BY THE CUSTOMER FOR REPAIR. IN NO EVENT SHALL SUCH DAMAGED INCLUDE SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING INTERRUPTION OF USE OF COVERED EQUIPMENT, LOST PROFITS, OR LOST SAVINGS, EVEN IF INTEGRATED SYSTEMS, INC. IS ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

We Appreciate Your Business!

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of pay request #4 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$296,699.67.

Department: Administration and Public Works

Background/Description of Item:

Pay request #4 from CAS Construction LLC for the WWTP expansion has been submitted and reviewed by Burns & McDonnell Engineers for payment in the amount of \$296,699.67.

Progress has been good despite the cold temperatures and within two weeks critical floor slabs and groundwork are scheduled to be completed which would minimize delays due to spring rains. The walls at the secondary clarifier #2 have been completed. The carousel basin slab has been prepped, rebar and valves placed, forms installed and as of Jan. 29 was 65% complete. Over 120 tons of reinforcing steel and over 500 cy's of concrete have been placed since the end of December. Work at the 163rd Street lift station has started at manhole #1 and #2.

During the month of February concrete slabs at the carousel basin should be completed and start on the walls; start work on wall pours for SC#1 (secondary clarifier)

| | Date | Amount | Percent Complete |
|--------|----------|--------------|------------------|
| Pay #1 | 12/15/08 | \$328,316.42 | 7.4% |
| Pay #2 | 01/5/09 | \$170,911.80 | 11.2% |
| Pay #3 | 2/2/09 | \$323,721.59 | 18.5% |
| Pay #4 | 2/18/09 | \$269,699.67 | 25.2% |

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

Funding Source: Sewer Fund

Recommendation: Approve pay request #4 from CAS Construction LLC in the amount of \$296,699.67 and authorize the mayor and city administrator to sign the necessary documents.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: March 2, 2009

Application and Certificate For Payment

To Owner:
CITY OF BASEHOR, KANSAS
2620 N 155TH STREET
BASEHOR, KS 66007

From
(Contractor): CAS CONSTRUCTION, LLC
P.O. Box 8270
Topeka, KS 66608-0270

Phone: 785-354-9953

Project:

WWTP Expansion, Basehor
2620 N 155th Street
Basehor, KS 66007

Contractor Job
Number: 424

Application No: 4
Period To: 02/18/09
Date: 02/18/2009

Engineer's
Project No:
Contract Date: 09/15/08

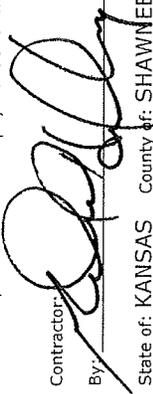
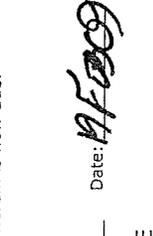
Contract For:

Contractor's Application For Payment

| Change Order Summary | Additions | Deductions |
|--|------------------|------------|
| Change orders approved in previous months by owner | | |
| Change orders approved this month | CR 1003 02/18/09 | |
| Totals | | |
| Net change by change orders | | |

Original contract sum 4,933,000.00
 Net change by change orders 0.00
 Contract sum to date 4,933,000.00
 Total completed and stored to date 1,244,054.98
 Retainage
 10.0% of completed work 113,769.90
 10.0% of stored material 10,635.60
 Total retainage 124,405.50
 Total earned less retainage 1,119,649.48
 Less previous certificates of payment 822,949.81
 Current sales tax
 0.000% of taxable amount 0.00
 Current sales tax 0.00
 Current payment due **296,699.67**
 Balance to finish, including retainage 3,813,350.52

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: 
 By: 
 Date: 2/19/09
 State of: KANSAS County of: SHAWNEE

Subscribed and sworn to before me this ____ day of _____, _____ (year). Notary public: _____
 My commission expires _____

Engineer's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____
 This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ENGINEER'S APPROVAL

By: 
 Date: 2/19/2009

OWNER'S APPROVAL

By: 
 Date: 2-19-09

Application and Certificate For Payment -- page 2

To Owner: CITY OF BASEHOR, KANSAS
 From (Contractor): CAS CONSTRUCTION, LLC
 Project: WWTP Expansion, Basehor

Application No: 4 Date: 02/18/09
 Contractor's Job Number: 424
 Engineer's Project No:

Period To: 02/18/09

| Item Number | Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored to Date | % | Balance to Finish | Retention | Memo |
|-------------|--------------------------------|-----------------|----------------------|-------------|----------------------------|------------------------------|--------|-------------------|-----------|------|
| | | | Previous Application | This Period | | | | | | |
| 001 | Bonds/Insurances/Prime & Sub | 87,375.00 | 87,375.00 | 0.00 | 0.00 | 87,375.00 | 100.00 | 0.00 | 8,737.50 | |
| 002 | Mobilization | 112,340.00 | 112,340.00 | 0.00 | 0.00 | 112,340.00 | 100.00 | 0.00 | 11,234.00 | |
| 003 | Video/Photos | 9,000.00 | 2,610.00 | 630.00 | 0.00 | 3,240.00 | 36.00 | 5,760.00 | 324.00 | |
| 004 | ***PRELIM/SITE PREP & FINISH | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 005 | Relocate Scum Line | 11,345.00 | 11,345.00 | 0.00 | 0.00 | 11,345.00 | 100.00 | 0.00 | 1,134.50 | |
| 006 | Sitework Mobilization | 12,200.00 | 12,200.00 | 0.00 | 0.00 | 12,200.00 | 100.00 | 0.00 | 1,220.00 | |
| 007 | Strip/Stockpile/Mass Excavate | 92,675.00 | 74,140.00 | 0.00 | 0.00 | 74,140.00 | 80.00 | 18,535.00 | 7,414.00 | |
| 008 | Erosion Control | 19,725.00 | 15,780.00 | 986.25 | 0.00 | 16,766.25 | 85.00 | 2,958.75 | 1,676.63 | |
| 009 | Unit Price:Subgrader/Chip Seal | 21,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,000.00 | 0.00 | |
| 010 | ***EXCAVATIONS/BACKFILL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 011 | Structural Excavation | 87,000.00 | 82,650.00 | 0.00 | 0.00 | 82,650.00 | 95.00 | 4,350.00 | 8,265.00 | |
| 012 | Backfill | 40,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 40,000.00 | 0.00 | |
| 013 | Unit Price:Structural Over Exc | 32,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 32,000.00 | 0.00 | |
| 014 | Unit Price:OverExcavation | 28,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28,000.00 | 0.00 | |
| 015 | ***SECONDARY CLARIFIER COMPLEX | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 016 | Final Excavate Clarif Complex | 11,000.00 | 11,000.00 | 0.00 | 0.00 | 11,000.00 | 100.00 | 0.00 | 1,100.00 | |
| 017 | Subgrade Prep SC1 | 4,200.00 | 4,200.00 | 0.00 | 0.00 | 4,200.00 | 100.00 | 0.00 | 420.00 | |
| 018 | FRP Cone/Pipe SC1 | 21,500.00 | 17,200.00 | 0.00 | 0.00 | 17,200.00 | 80.00 | 4,300.00 | 1,720.00 | |
| 019 | Subgrade Prep SC2 | 4,200.00 | 4,200.00 | 0.00 | 0.00 | 4,200.00 | 100.00 | 0.00 | 420.00 | |
| 020 | FRP Cone/Pipe SC2 | 21,500.00 | 21,500.00 | 0.00 | 0.00 | 21,500.00 | 100.00 | 0.00 | 2,150.00 | |
| 021 | FRP SC1 Slab | 53,125.00 | 53,125.00 | 0.00 | 0.00 | 53,125.00 | 100.00 | 0.00 | 5,312.50 | |
| 022 | FRP SC2 Slab | 53,125.00 | 53,125.00 | 0.00 | 0.00 | 53,125.00 | 100.00 | 0.00 | 5,312.50 | |
| 023 | FRP SC1 Walls | 81,750.00 | 13,320.50 | 0.00 | 0.00 | 13,320.50 | 16.29 | 68,429.50 | 1,332.05 | |
| 024 | FRP SC1 Trough/Walls/Hub | 52,950.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 52,950.00 | 0.00 | |
| 025 | FRP SC2 Walls | 81,750.00 | 16,350.00 | 32,700.00 | 0.00 | 49,050.00 | 60.00 | 32,700.00 | 4,905.00 | |
| 026 | FRP SC2 Trough/Walls/Hub | 52,950.00 | 0.00 | 7,942.50 | 0.00 | 7,942.50 | 15.00 | 45,007.50 | 794.25 | |
| 027 | FRP Splitter | 17,650.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17,650.00 | 0.00 | |
| 028 | Gates at Splitter | 42,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42,000.00 | 0.00 | |
| 029 | Piping SC1 | 16,350.00 | 16,350.00 | 0.00 | 0.00 | 16,350.00 | 100.00 | 0.00 | 1,635.00 | |
| 030 | Piping SC2 | 16,350.00 | 16,350.00 | 0.00 | 0.00 | 16,350.00 | 100.00 | 0.00 | 1,635.00 | |
| 031 | Backfill | 23,875.00 | 14,325.00 | 0.00 | 0.00 | 14,325.00 | 60.00 | 9,550.00 | 1,432.50 | |
| 032 | Equipment/Installation SC1 | 127,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 127,450.00 | 0.00 | |

Application and Certificate For Payment -- page 4

To Owner: CITY OF BASEHOR, KANSAS
 From (Contractor): CAS CONSTRUCTION, LLC
 Project: WWTP Expansion, Basehor

Application No: 4 Date: 02/18/09 Period To: 02/18/09
 Contractor's Job Number: 424
 Engineer's Project No:

| Item Number | Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored to Date | % | Balance to Finish | Retention | Memo |
|-------------|--------------------------|-----------------|----------------------|-------------|----------------------------|------------------------------|-------|-------------------|-----------|------|
| | | | Previous Application | This Period | | | | | | |
| 065 | Electrical | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 0.00 | 0.00 |
| 066 | Misc Metal | 12,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12,000.00 | 0.00 | 0.00 |
| 067 | Tie In | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 0.00 |
| 068 | ***ANAEROBIC BASIN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 069 | Excavate Anaerobic Basin | 7,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,500.00 | 0.00 | 0.00 |
| 070 | FRP Slab | 24,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,300.00 | 0.00 | 0.00 |
| 071 | FRP Walls | 34,800.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 34,800.00 | 0.00 | 0.00 |
| 072 | Set Equipment | 37,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37,000.00 | 0.00 | 0.00 |
| 073 | Mixer Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 074 | Electrical | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 0.00 | 0.00 |
| 075 | Misc Metal | 8,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,500.00 | 0.00 | 0.00 |
| 076 | Tie In | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 0.00 |
| 077 | ***YARD ELECTRICAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 078 | FRP Foundations | 4,600.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,600.00 | 0.00 | 0.00 |
| 079 | Set Buildings | 116,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 116,000.00 | 0.00 | 0.00 |
| 080 | Set Gear | 140,580.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 140,580.00 | 0.00 | 0.00 |
| 081 | Terminations | 35,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35,000.00 | 0.00 | 0.00 |
| 082 | HVAC | 27,650.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,650.00 | 0.00 | 0.00 |
| 083 | Test/Startup | 10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.00 | 0.00 |
| 084 | ***YARD PIPING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 085 | 6" Line Work | 9,875.00 | 9,381.25 | 0.00 | 0.00 | 9,381.25 | 95.00 | 493.75 | 938.13 | 0.00 |
| 086 | 8" Line Work | 15,650.00 | 4,034.52 | 0.00 | 0.00 | 4,034.52 | 25.78 | 11,615.48 | 403.45 | 0.00 |
| 087 | 12" Line Work | 32,125.00 | 16,062.50 | 8,031.25 | 0.00 | 24,093.75 | 75.00 | 8,031.25 | 2,409.38 | 0.00 |
| 088 | 16" Line Work | 38,000.00 | 14,060.00 | 3,040.00 | 0.00 | 17,100.00 | 45.00 | 20,900.00 | 1,710.00 | 0.00 |
| 089 | 20" Line Work | 73,450.00 | 33,052.50 | 0.00 | 0.00 | 33,052.50 | 45.00 | 40,397.50 | 3,305.25 | 0.00 |
| 090 | Site Water/Hydrants | 6,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,500.00 | 0.00 | 0.00 |
| 091 | Influent Flow Meter | 18,254.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18,254.00 | 0.00 | 0.00 |
| 092 | ***163 ST. LIFT STATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 093 | Demo | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 0.00 |
| 094 | Set Manhole/18" Line | 52,350.00 | 0.00 | 10,470.00 | 0.00 | 10,470.00 | 20.00 | 41,880.00 | 1,047.00 | 0.00 |
| 095 | Plug/Brace | 7,250.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,250.00 | 0.00 | 0.00 |
| 096 | Excavate | 5,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,500.00 | 0.00 | 0.00 |

Application and Certificate For Payment -- page 5

To Owner: CITY OF BASEHOR, KANSAS
 From (Contractor): CAS CONSTRUCTION, LLC
 Project: WWTP Expansion, Basehor

Application No: 4
 Contractor's Job Number: 424
 Engineer's Project No:

Period To: 02/18/09

Work Completed

| Item Number | Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored to Date | % | Balance to Finish | Retention | Memo |
|-------------|---------------------------|-----------------|----------------------|-------------|----------------------------|------------------------------|-------|-------------------|-----------|------|
| | | | Previous Application | This Period | | | | | | |
| 097 | Concrete | 15,100.00 | 0.00 | 755.00 | 0.00 | 755.00 | 5.00 | 14,345.00 | 75.50 | |
| 098 | Place Vault | 10,260.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,260.00 | 0.00 | |
| 099 | Linework | 9,350.00 | 4,572.41 | 0.00 | 0.00 | 4,572.41 | 48.90 | 4,777.59 | 457.24 | |
| 100 | Tie Ins/Backfill | 7,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,000.00 | 0.00 | |
| 101 | Chem Feed Equipment | 57,250.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 57,250.00 | 0.00 | |
| 102 | Generator Pad | 2,750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,750.00 | 0.00 | |
| 103 | Generator | 78,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 78,345.00 | 0.00 | |
| 104 | Site/CMP | 7,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,500.00 | 0.00 | |
| 105 | Electrical | 67,340.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 67,340.00 | 0.00 | |
| 106 | Startup/Test | 2,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.00 | |
| 107 | Fence | 17,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17,000.00 | 0.00 | |
| 108 | ***HEADWORKS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 109 | Demo | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 110 | Install New Equipment | 82,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 82,500.00 | 0.00 | |
| 111 | Headworks Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 112 | New Partition/Door | 2,875.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,875.00 | 0.00 | |
| 113 | CMU Patch | 2,200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,200.00 | 0.00 | |
| 114 | Electrical | 61,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 61,000.00 | 0.00 | |
| 115 | Paint | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 116 | HVAC | 11,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,500.00 | 0.00 | |
| 117 | ***UV DISINFECTION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 118 | Set Gate Actuator/Baffles | 3,900.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,900.00 | 0.00 | |
| 119 | Set Equipment | 134,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 134,500.00 | 0.00 | |
| 120 | UV Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 121 | Electrical | 4,600.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,600.00 | 0.00 | |
| 122 | ***RAS/WAS PUMP STATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 123 | PAD | 1,850.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,850.00 | 0.00 | |
| 124 | Install Pump | 37,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37,450.00 | 0.00 | |
| 125 | Pump Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 126 | Pipe/Valves | 8,750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,750.00 | 0.00 | |
| 127 | Electrical | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,000.00 | 0.00 | |
| 128 | Startup | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | |

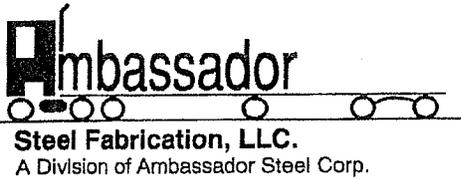
Application and Certificate For Payment -- page 6

To Owner: CITY OF BASEHOR, KANSAS
 From (Contractor): CAS CONSTRUCTION, LLC
 Project: WWTP Expansion, Basehor

Application No: 4 Date: 02/18/09 Period To: 02/18/09
 Contractor's Job Number: 424
 Engineer's Project No:

| Item Number | Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored to Date | % | Balance to Finish | Retention | Memo |
|-------------|--------------------------------|-----------------|----------------------|-------------|----------------------------|------------------------------|------|-------------------|-----------|------|
| | | | Previous Application | This Period | | | | | | |
| 129 | ***SLUDGE PUMPING IMPROVEMENTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 130 | PAD | 2,256.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,256.00 | 0.00 | |
| 131 | Install Pump | 47,560.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 47,560.00 | 0.00 | |
| 132 | Pump Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 133 | Pipe/Valves | 6,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,345.00 | 0.00 | |
| 134 | Electrical | 7,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,100.00 | 0.00 | |
| 135 | Startup | 2,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 | |
| 136 | ***PROCESS BUILDING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 137 | Demo | 2,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.00 | |
| 138 | Concrete | 2,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,450.00 | 0.00 | |
| 139 | New Partitions/Doors | 11,210.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,210.00 | 0.00 | |
| 140 | New Countertop/Fixtures | 8,990.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,990.00 | 0.00 | |
| 141 | Arch Finishes | 32,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 32,450.00 | 0.00 | |
| 142 | Lab Equipment | 19,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 19,450.00 | 0.00 | |
| 143 | Electrical | 38,750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 38,750.00 | 0.00 | |
| 144 | HVAC/Plumbing | 22,450.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,450.00 | 0.00 | |
| 145 | ***SITE CONCRETE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 146 | Landings | 3,245.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,245.00 | 0.00 | |
| 147 | Light Pole Bases | 2,250.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,250.00 | 0.00 | |
| 148 | Bollards | 1,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | 0.00 | |
| 149 | Handholes/Ductbank | 92,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 92,500.00 | 0.00 | |
| 150 | Wire/Terminate | 55,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 55,000.00 | 0.00 | |
| 151 | Final Site Grade | 6,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 0.00 | |
| 152 | Fly Ash Plant Road #1 | 52,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 52,000.00 | 0.00 | |
| 153 | Rock Parking Area | 6,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 0.00 | |
| 154 | HDPE Culverts/Rip Rap | 6,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 0.00 | |
| 155 | Demobilization | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | -0.01 | |

Application Total 4,933,000.00 914,388.68 223,310.30 106,356.00 1,244,054.98 25.22 3,688,945.02 124,405.50



REC'D FEB 6 2009

Please remit to:
Ambassador Steel Fabrication, LLC.
75 Remittance Drive, Ste 1572
Chicago, IL 60675-1572

3651 N. Skiles Avenue
Kansas City, MO 64161

Original Invoice No. 197999
Date: 02/03/2009

Bill To:

CAS CONSTRUCTION LLC
P O BOX 8270
TOPEKA, KS 66608

Ship To:

Basehor WWTP Expansion, Contract C20-1767-01
2300 N 158th St
TONGANOXIE, KS 66086

| | | | | | |
|---------------------------|-----------------------------|---------------------------|--------------------------|---------------|----------------------------|
| Contract# 02908092 | | Customer ID CAS | | BOL# 110586-1 | |
| P.O. No. 424-2-03-3200 | FOB Location Destination | Ship Via COMPANY TRUCK | Date Shipped 2/3/2009 | ASF029 | Terms 1/2% 10 NET 30 |

| Barlist | Bid Item | Description | Quantity | Unit Price | Amount |
|----------------------------------|----------|----------------------------|---------------------|---------------------|-------------------|
| 0020B | 001 | CARROUSEL VERT. (1) OF (2) | 37992 Lbs. | | |
| Comment or Special Instructions: | | | | Material Total | \$22,940.0 |
| | | | | Material Escalation | \$0.0 |
| | | | | Sub Total | \$22,940.0 |
| | | | | Tax | \$0.0 |
| | | | Material Escalation | | |
| All | | | Rebar | Mesh | Other |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 0.00% | 0.00% | 0.00% | 0.00% | | |
| Total Amount Due | | | | | \$22,940.0 |

CASH DISCOUNT: Cash discount of \$114.70 may be taken if paid by 2/13/2009

Make all checks payable to **Ambassador Steel Fabrication** in U.S. Dollars.

A service charge of 1 1/2 % per month will be added to all invoices 30 days past date of invoice.

Please refer billing questions to: 641-792-7142 Fax 641-792-2820

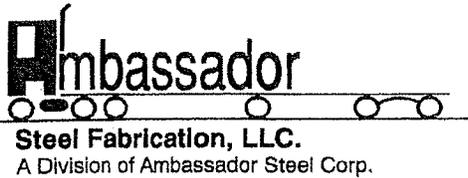
ROUTE 424 BACKUP SS POST (2)
G/L ACCT PHASE AMT
22940.00

424 - Rebar Pay Req 15

Please see last page of Invoice for Total Amount Due

BA
STANLEY

REC'D FEB 9 2009



Please remit to:
Ambassador Steel Fabrication, LLC.
75 Remittance Drive, Ste 1572
Chicago, IL 60675-1572

3651 N. Skiles Avenue
Kansas City, MO 64161

Original Invoice No. 198090
Date: 02/04/2009

Bill To:

CAS CONSTRUCTION LLC
P O BOX 8270
TOPEKA, KS 66608

Ship To:

Basehor WWTP Expansion, Contract C20-1767-
01
2300 N 158th St
TONGANOXIE, KS 66086

| | | | | | |
|---------------------------|-----------------------------|---------------------------|--------------------------|---------------|----------------------------|
| Contract# 02908092 | | Customer ID CAS | | BOL# 110669-1 | |
| P.O. No. 424-2-03-3200 | FOB Location Destination | Ship Via COMPANY TRUCK | Date Shipped 2/4/2009 | ASF029 | Terms 1/2% 10 NET 30 |

| Barlist | Bid Item | Description | Quantity | Unit Price | Amount | |
|----------------------------------|----------|----------------------------|---------------------|---------------------|-------------------------|--------------------|
| 0021B | 001 | CARROUSEL VERT. (2) OF (2) | 26393 Lbs. | | | |
| Comment or Special Instructions: | | | | Material Total | \$15,936.00 | |
| | | | | Material Escalation | \$0.00 | |
| | | | | Sub Total | \$15,936.00 | |
| | | | | Tax | \$0.00 | |
| | | | Material Escalation | | | |
| All | | | Rebar | Mesh | Other | |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| 0.00% | 0.00% | 0.00% | 0.00% | | | |
| | | | | | Total Amount Due | \$15,936.00 |

CASH DISCOUNT: Cash discount of \$79.68 may be taken if paid by 2/14/2009

Make all checks payable to **Ambassador Steel Fabrication** in U.S. Dollars.

A service charge of 1 1/2 % per month will be added to all invoices 30 days past date of invoice.

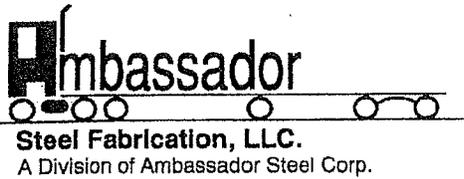
Please refer billing questions to: 641-792-7142 Fax 641-792-2820

ROUTE 424 BACKUP SS POST (2)
 G/L ACCT PHASE AMT
 15936.00

424 Rebar Pay Req 16

Please see last page of Invoice for Total Amount Due

015
RWD/clg



REC'D FEB 12 2009

Please remit to:
Ambassador Steel Fabrication, LLC.
75 Remittance Drive, Ste 1572
Chicago, IL 60675-1572

3651 N. Skiles Avenue
Kansas City, MO 64161

Original Invoice No. 198581
Date: 02/09/2009

Bill To:

CAS CONSTRUCTION LLC
P O BOX 8270
TOPEKA, KS 66608

Ship To:

Basehor WWTP Expansion, Contract C20-1767-
01
2300 N 158th St
TONGANOXIE, KS 66086

| | | | | | |
|----------------------------------|------------------------------------|----------------------------------|---------------------------------|----------------------|--------------------------------|
| Contract# 02908092 | | Customer ID CAS | | BOL# 110913-1 | |
| P.O. No. 424-2-03-3200 | FOB Location Destination | Ship Via COMPANY TRUCK | Date Shipped 2/9/2009 | ASF029 | Terms 1/2% 10 NET 30 |

| Barlet | Bid Item | Description | Quantity | Unit Price | Amount |
|----------------------------------|----------|-----------------------------|---------------------|---------------------|-------------|
| 0023B | 001 | CARROUSEL ROOF REINF. | 39958 Lbs. | | |
| 0025B | 001 | 163rd ST. LIFT STA. & MISC. | 7871 Lbs. | | |
| Comment or Special Instructions: | | | | Material Total | \$28,879.00 |
| | | | | Material Escalation | \$0.00 |
| | | | | Sub Total | \$28,879.00 |
| | | | | Tax | \$0.00 |
| | | | Material Escalation | | |
| All | | | Rebar | Mesh | Other |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 0.00% | 0.00% | 0.00% | Total Amount Due | | |
| | | | | | \$28,879.00 |

CASH DISCOUNT: Cash discount of **\$144.40** may be taken if paid by **2/19/2009**

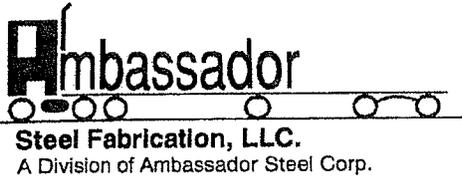
Make all checks payable to **Ambassador Steel Fabrication** in U.S. Dollars.
A service charge of 1 1/2 % per month will be added to all invoices 30 days past date of invoice.
Please refer billing questions to: 641-792-7142 Fax 641-792-2820

ROUTE 424 BACKUP SS POST (2)
G/L ACCT _____ PHASE _____ AMT 28879.00

424-Rebar Pay Reg 18

Please see last page of Invoice for Total Amount Due

ALB



REC'D FEB 10 2009

Please remit to:
Ambassador Steel Fabrication, LLC.
75 Remittance Drive, Ste 1572
Chicago, IL 60675-1572

3651 N. Skiles Avenue
Kansas City, MO 64161

Original Invoice No. 198282
Date: 02/05/2009

Bill To:

CAS CONSTRUCTION LLC
P O BOX 8270
TOPEKA, KS 66608

Ship To:

Basehor WWTP Expansion, Contract C20-1767-
01
2300 N 158th St
TONGANOXIE, KS 66086

| | | | | | |
|---------------------------|-----------------------------|---------------------------|--------------------------|---------------|----------------------------|
| Contract# 02908092 | | Customer ID CAS | | BOL# 110728-1 | |
| P.O. No. 424-2-03-3200 | FOB Location Destination | Ship Via COMPANY TRUCK | Date Shipped 2/5/2009 | ASF029 | Terms 1/2% 10 NET 30 |

| Bar/Item | Bid Item | Description | Quantity | Unit Price | Amount |
|----------------------------------|----------|----------------------|---------------------|---------------------|-------------|
| 0022B | 001 | CARROUSEL HORIZONTAL | 40499 Lbs. | | |
| Comment or Special Instructions: | | | | Material Total | \$24,453.00 |
| | | | | Material Escalation | \$0.00 |
| | | | | Sub Total | \$24,453.00 |
| | | | | Tax | \$0.00 |
| | | | Material Escalation | | |
| All | | | Rebar | Mesh | Other |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 0.00% | 0.00% | 0.00% | Total Amount Due | | |
| | | | \$24,453.00 | | |

CASH DISCOUNT: Cash discount of \$122.27 may be taken if paid by 2/15/2009

Make all checks payable to **Ambassador Steel Fabrication** in U.S. Dollars.

A service charge of 1 1/2 % per month will be added to all invoices 30 days past date of invoice.

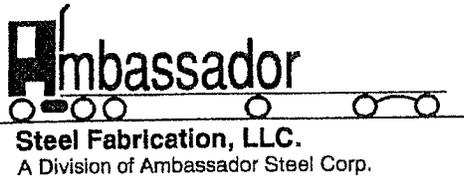
Please refer billing questions to: 641-792-7142 Fax 641-792-2820

424 BACKUP 55 POST (2)
ACCT PHASE AMT
24,453.00

424-Rebar Pay Reg 17

Please see last page of Invoice for Total Amount Due

OAL



REC'D FEB 17 2009

Please remit to:
Ambassador Steel Fabrication, LLC.
75 Remittance Drive, Ste 1572
Chicago, IL 60675-1572

3651 N. Skiles Avenue
Kansas City, MO 64161

Original Invoice No. 198900
Date: 02/12/2009

Bill To:

CAS CONSTRUCTION LLC
P O BOX 8270
TOPEKA, KS 66608

Ship To:

01 Basehor WWTP Expansion, Contract C20-1767-
2300 N 158th St
TONGANOXIE, KS 66086

| | | | | | |
|---------------------------|-----------------------------|---------------------------|---------------------------|---------------|----------------------------|
| Contract# 02908092 | | Customer ID CAS | | BOL# 111080-1 | |
| P.O. No. 424-2-03-3200 | FOB Location Destination | Ship Via COMPANY TRUCK | Date Shipped 2/11/2009 | ASF029 | Terms 1/2% 10 NET 30 |

| Barlist | Bid Item | Description | Quantity | Unit Price | Amount |
|----------------------------------|----------|--------------------------|-------------------------------------|---------------------|-------------|
| 0027B | 001 | ANOXIC BASIN WALL REINF. | 23432 Lbs. | | |
| Comment or Special Instructions: | | | | Material Total | \$14,148.00 |
| | | | | Material Escalation | \$0.00 |
| | | | | Sub Total | \$14,148.00 |
| | | | | Tax | \$0.00 |
| | | | Total Amount Due \$14,148.00 | | |
| | | | Material Escalation | | |
| All | | | Rebar | Mesh | Other |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

CASH DISCOUNT: Cash discount of \$70.74 may be taken if paid by 2/22/2009

Make all checks payable to **Ambassador Steel Fabrication** in U.S. Dollars.
A service charge of 1 1/2 % per month will be added to all invoices 30 days past date of invoice.
Please refer billing questions to: 641-792-7142 Fax 641-792-2820

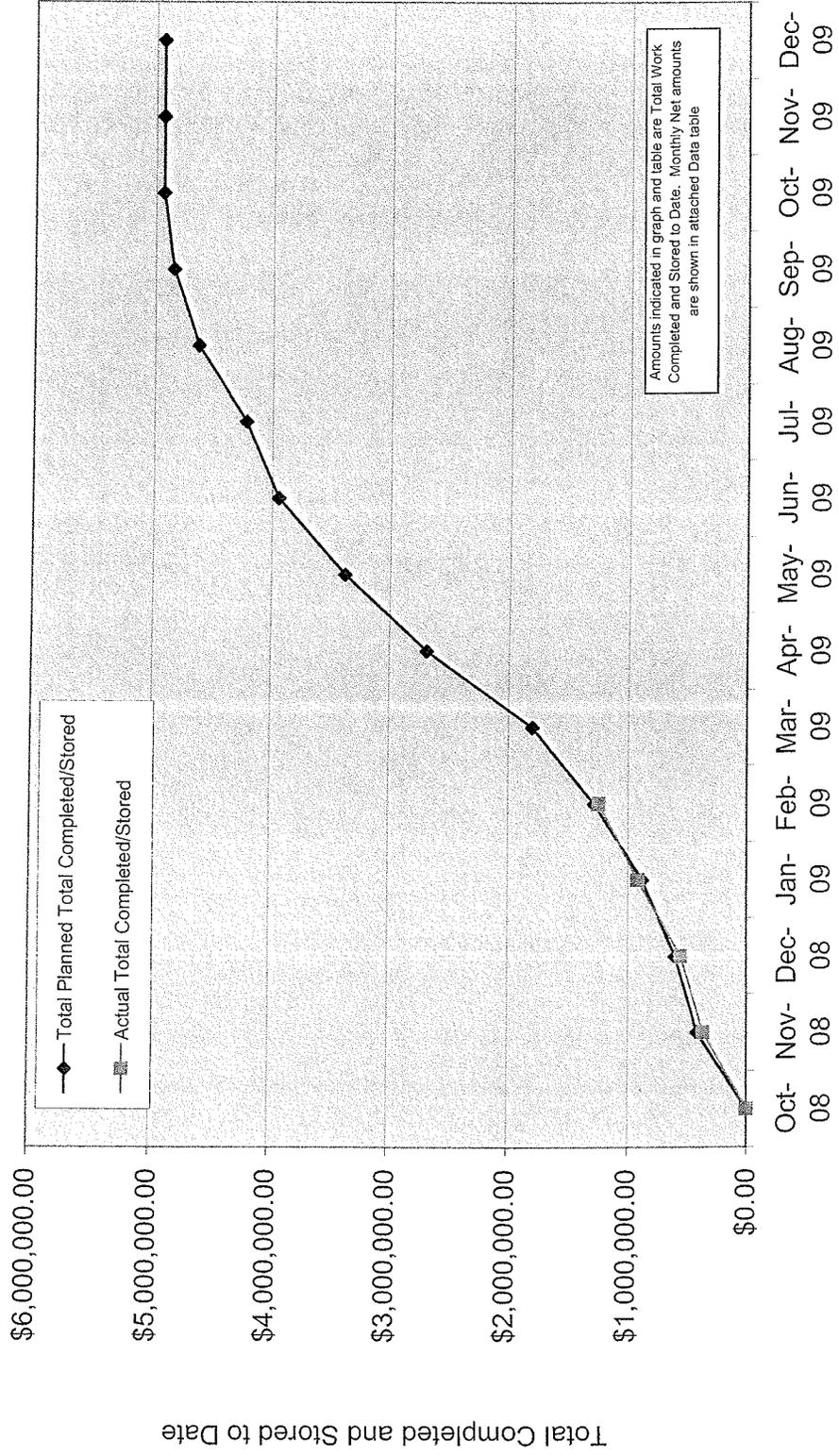
ROUTE 424 BACKUP _____ POST (2)
G/L ACCT _____ PHASE _____ AMT 14148.00

424- Rebar Pay Req 19

Please see last page of Invoice for Total Amount Due

060

Basehor WWTP Anticipated Progress Payment Schedule



| Month | Total Planned Total Completed/Stored | Actual Total Completed/Stored |
|--------|--------------------------------------|-------------------------------|
| Oct-08 | \$0.00 | \$0.00 |
| Nov-08 | \$418,885.63 | \$364,796.02 |
| Dec-08 | \$803,057.24 | \$554,698.02 |
| Jan-09 | \$860,045.69 | \$914,388.68 |
| Feb-09 | \$1,281,298.3 | \$1,244,054.9 |
| Mar-09 | \$1,600,363.3 | |
| Apr-09 | \$2,687,592.9 | |
| May-09 | \$3,376,427.2 | |
| Jun-09 | \$3,942,926.2 | |
| Jul-09 | \$4,220,720.4 | |
| Aug-09 | \$4,627,956.9 | |
| Sep-09 | \$4,844,180.7 | |
| Oct-09 | \$4,933,000.0 | |
| Nov-09 | \$4,933,000.0 | |
| Dec-09 | \$4,933,000.0 | |

Basehor WWTP Expansion & Upgrade

| | | Planned | | | | | Actual | | |
|-------------------------------------|--------------------|------------------|--|-------------------------|-----------------------|--------------------------------------|-----------------------------------|--------------------------------------|--------------------------|
| <u>Planned Completed and Stored</u> | <u>APP. Number</u> | <u>Month End</u> | <u>Work 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 | \$323,721.59 | \$914,388.68 | 18.5% |
| \$1,281,298.31 | 4 | February | \$401,252.62 | \$40,125.26 | \$128,129.83 | \$361,127.36 | \$296,699.67 | \$1,244,054.98 | 25.2% |
| \$1,800,383.34 | 5 | March | \$519,085.03 | \$51,908.50 | \$180,038.33 | \$467,176.53 | | | |
| \$2,687,592.96 | 6 | April | \$887,209.62 | \$41,611.67 | \$221,650.00 | \$845,597.95 | | | |
| \$3,378,427.25 | 7 | May | \$690,834.29 | \$0.00 | \$221,650.00 | \$690,834.29 | | | |
| \$3,942,926.20 | 8 | June | \$564,498.95 | \$0.00 | \$221,650.00 | \$564,498.95 | | | |
| \$4,220,720.40 | 9 | July | \$277,794.20 | \$0.00 | \$221,650.00 | \$277,794.20 | | | |
| \$4,627,956.93 | 10 | August | \$407,236.53 | \$0.00 | \$221,650.00 | \$407,236.53 | | | |
| \$4,844,180.71 | 11 | September | \$216,223.78 | \$0.00 | \$221,650.00 | \$216,223.78 | | | |
| \$4,933,000.00 | 12 | October | \$88,819.29 | \$0.00 | \$221,650.00 | \$88,819.29 | | | |
| | | Final | | | | \$221,650.00 | | | |

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of change order #1 for the wastewater treatment facility.

Department: Administration and Public Works

Background/Description of Item:

Change order #1 was received from the WWTF project engineer Burns & McDonnell. The change order has also been reviewed and approved by KDHE.

Change orders result when the work ends up being substantially different than what was displayed in the scope of work. The request is submitted by the contractor to the engineer for review. Change orders will be tracked on a potential change order log (PCO) and processed at least monthly. The initial request is discussed between the project superintendent and resident project observer, reviewed at monthly progress meetings between the City, engineer and contractor, sent to KDHE for review and then brought before the city council for approval.

Change order 1 includes the following:

| | |
|--|------------|
| Addition of 4 hours to explore for location of existing 4" scum line | \$975.36 |
| Revision to piping in clarifier return sludge lines | \$1,135.40 |
| Revision of unit prices in the contract (approved at the Dec. 15, 2008 city council) | |
| Total | \$2,110.76 |

The change order will be included in payment request #5

B&McD is putting together CO-2. Will forward to KDHE for initial approval when completed and reviewed by CAS and City. Will include items 3, 4, and 6 on PCO log (see attached). Still working on the remainder of costs.

CAS provided new numbers for deduct values at Lift Station. \$16,507.79 for screen vault removal/relocation. \$37,793.82 for deletion of chem. feed system.

Funding Source: Sewer Fund

Recommendation: Approve change order #1 for the WWTP expansion in the amount of \$2,110.76.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: March 2,, 2009



CHANGE ORDER NO. 1

Project Name Basehor WWTP Expansion & Upgrade B&McD Project No. 47632
 Owner City of Basehor Client Project No. C20-1767-01
 Contractor CAS Construction Contract No. _____

The below noted modifications to subject Contract are directed by Owner and accepted by Contractor:

- An addition of 4 hours to explore for location of existing 4" scum line for re-routing including time for labor and equipment. Cost of \$975.36 to Contractor. (per PCO-1 attached)
- Revision to piping in clarifier return sludge lines consisting of the addition of wall pipes to connect piping and the deletion of the length of straight pipe in original design. Cost of \$1,135.40 to Contractor. (per RFI-1 proposal attached)
- Revision of unit prices in the contract to reflect actual cost as approved in the December 15th City council Meeting – quantities included in the lump sum contract do not change:

| <u>Item</u> | <u>Original Price</u> | <u>Revised Unit Price</u> |
|---|-----------------------|---------------------------|
| 1. Overexcavation and Structural Backfill (1000 cy) | \$32.00/cy | \$18.00/cy |
| 2. Overexcavation and Backfill (1000 cy) | \$28.00/cy | \$12.00/cy |
| 3. Spot repair of Existing Road (7000 sf) | \$3.00/sf | \$3.00/sf |

- See attached documents from CAS Construction for supporting documentation.

The modification noted above result in an increase of \$2,363.79 in Contract Price, the current Contract Price being:

| | |
|---|------------------------|
| Original Contract Price..... | \$ <u>4,933,000.00</u> |
| Total net amount of all previous Change Orders..... (+ or -) | \$ <u>0.00</u> |
| Total net amount of all previous variable quantity adjustments.. (+ or -) | \$ <u>0.00</u> |
| Total net amount of this Change Order | \$ <u>+2,110.76</u> |
| Current Contract Price Including this Change Order..... | \$ <u>4,935,100.76</u> |

The Contract Time shall be unchanged, the current Completion Date being:

| | |
|---|------------------------|
| Original Substantial Completion Date..... | <u>31 October 2009</u> |
| Total net time adjustment of all previous Change Orders | <u>0</u> days |
| Total net time adjustment of this Change Order..... | <u>0</u> days |
| Current Substantial Completion Date including this Change Order | <u>31 October 2009</u> |

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the



012207 Form CSD-46

CHANGE ORDER, continued

Page 2 of 2

work specified herein, and any consequential costs, delays or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER
City of Basehor, KS _____

CONTRACTOR
CAS Construction, LLC _____

By _____

By _____

Date _____

Date _____

The conditions of the Change Order are noted for compliance and payment.

BURNS & McDONNELL

By _____

Date _____



CAS CONSTRUCTION, LLC
 501 N.E. BURGESS
 P.O. BOX 8270
 TOPEKA, KS 66608

DATE : 20/Nov/08

PROJECT : Basehor WWTP
 REFERENCE : PCO-1 : Explore for location of existing scum line
 DESCRIPTION :

TIME EXTENSION REQUESTED CALENDAR DAYS

| WORK SCOPE | | | | | | | |
|---|-----|------|----------------|--------------------|-----------------|-----------------|-----------------|
| DESCRIPTION | QTY | UNIT | SUB-CONTRACTOR | UNIT MATERIAL RATE | UNIT LABOR RATE | TOTAL MATERIAL | TOTAL LABOR |
| Foreman | 4 | mh | | | \$27.50 | \$0.00 | \$110.00 |
| Trade | 8 | mh | | | \$23.50 | \$0.00 | \$188.00 |
| 315 Backhoe (prorated from \$980/wk rate) | 4 | hr | | \$24.50 | | \$98.00 | \$0.00 |
| Bobcat (prorated from \$375/wk rate) | 4 | hr | | \$9.38 | | \$37.52 | \$0.00 |
| WORK SCOPE SUBTOTALS | | | | \$0.00 | | \$135.52 | \$298.00 |

| FIELD OVERHEAD | | | | | | | |
|-------------------------------------|-----|------|----------------|--------------------|-----------------|----------------|-----------------|
| DESCRIPTION | QTY | UNIT | SUB-CONTRACTOR | UNIT MATERIAL RATE | UNIT LABOR RATE | TOTAL MATERIAL | TOTAL LABOR |
| SUPERINTENDENT | 4 | MH | | | \$41.50 | \$0.00 | \$166.00 |
| ASST. SUPERINTENDENT | | MH | | | | | |
| FIELD OFFICE CLERK | | MH | | | | | |
| PROJECT MANAGER | | MH | | | | | |
| FIELD ENGINEER | | MH | | | | | |
| PROJECT ADMINISTRATOR | | MH | | | | | |
| *JOBSITE TRAILER 2% BARE LABOR | | OLS | | | | | |
| *JOBSITE PHONE 2% BARE LABOR | | OLS | | | | | |
| *JOBSITE ELECTRIC 2% OF BARE LABOR | | OLS | | | | | |
| *JOBSITE WATER 1.5% OF BARE LABOR | | OLS | | | | | |
| *SMALL TOOLS 10% BARE LABOR | | OLS | | | | | |
| *GENERAL CLEANING 1% BARE LABOR | | OLS | | | | | |
| *TEMPORARY TOILETS 1% BARE LABOR | | OLS | | | | | |
| *SAFETY EQUIPMENT 4 % OF BARE LABOR | | OLS | | | | | |
| *PICKUP TRUCKS 5% BARE LABOR | | OLS | | | | | |
| FIELD OVERHEAD SUBTOTALS | | | | \$0.00 | | \$0.00 | \$166.00 |

| ADJUSTMENTS | | | |
|------------------------------------|-------|------|-----------------|
| DESCRIPTION | RATE | UNIT | TOTALS |
| LABOR BURDEN-APPLIED TO BARE LABOR | 47.5% | | \$220.40 |
| TOTAL LABOR | - | - | \$684.40 |
| TOTAL MATERIAL | - | - | \$135.52 |
| TOTAL SUBCONTRACTS | - | - | \$0.00 |
| TAX ON MATERIAL | 0% | | \$0.00 |
| SUBCONTRACTOR BONDS | 0% | | \$0.00 |
| SUBTOTALS | | | |
| GENERAL CONTRACT | - | - | \$819.92 |
| SUBCONTRACTORS | - | - | \$0.00 |
| SUBTOTAL | | | \$819.92 |
| CAS INSURANCE | 2% | | \$16.40 |
| SUBTOTAL | | | \$836.32 |
| OVERHEAD | 10% | | \$83.63 |
| SUBTOTAL | | | \$919.95 |
| PROFIT ON CAS SELF PERFORM | 5% | | \$41.00 |
| PROFIT ON SUBCONTRACTOR WORK | 5% | | \$0.00 |
| SUBTOTAL | | | \$960.95 |
| CAS BOND | 1.5% | | \$14.41 |
| TOTAL THIS CHANGE | | | \$975.36 |

This proposal is valid for thirty (30) calendar days from the above date



CAS CONSTRUCTION, LLC
 501 N.E. BURGESS
 P.O. BOX 8270
 TOPEKA, KS 66608

DATE : 18/Nov/08

PROJECT : Basehor WWTP
 REFERENCE : RFI #1 change pipe to Wall Pipe
 DESCRIPTION :

TIME EXTENSION REQUESTED CALENDAR DAYS

| WORK SCOPE | | | | | | | |
|-----------------------------|-----|------|----------------|--------------------|-----------------|-----------------|---------------|
| DESCRIPTION | QTY | UNIT | SUB-CONTRACTOR | UNIT MATERIAL RATE | UNIT LABOR RATE | TOTAL MATERIAL | TOTAL LABOR |
| Delete standard pipe | -4 | lf | | \$25.50 | | -\$102.00 | \$0.00 |
| Add wall pipe | 2 | ea | | \$508.70 | | \$1,017.40 | \$0.00 |
| WORK SCOPE SUBTOTALS | | | | \$0.00 | | \$915.40 | \$0.00 |

| FIELD OVERHEAD | | | | | | | |
|-------------------------------------|-----|------|----------------|--------------------|-----------------|----------------|---------------|
| DESCRIPTION | QTY | UNIT | SUB-CONTRACTOR | UNIT MATERIAL RATE | UNIT LABOR RATE | TOTAL MATERIAL | TOTAL LABOR |
| SUPERINTENDENT | | MH | | | | | |
| ASST. SUPERINTENDENT | | MH | | | | | |
| FIELD OFFICE CLERK | | MH | | | | | |
| PROJECT MANAGER | | MH | | | | | |
| FIELD ENGINEER | | MH | | | | | |
| PROJECT ADMINISTRATOR | | MH | | | | | |
| *JOBSITE TRAILER 2% BARE LABOR | 1 | LS | | | | \$0.00 | |
| *JOBSITE PHONE 2% BARE LABOR | 1 | LS | | | | \$0.00 | |
| *JOBSITE ELECTRIC 2% OF BARE LABOR | 1 | LS | | | | \$0.00 | |
| *JOBSITE WATER 1.5% OF BARE LABOR | 1 | LS | | | | \$0.00 | |
| *SMALL TOOLS 10% BARE LABOR | 1 | LS | | | | \$0.00 | |
| *GENERAL CLEANING 1% BARE LABOR | 1 | LS | | | | \$0.00 | |
| *TEMPORARY TOILETS 1% BARE LABOR | 1 | LS | | | | \$0.00 | |
| *SAFETY EQUIPMENT 4 % OF BARE LABOR | 1 | LS | | | | \$0.00 | |
| *PICKUP TRUCKS 5% BARE LABOR | 1 | LS | | | | \$0.00 | |
| FIELD OVERHEAD SUBTOTALS | | | | \$0.00 | | \$0.00 | \$0.00 |

| ADJUSTMENTS | | | |
|------------------------------------|-------|------|-------------------|
| DESCRIPTION | RATE | UNIT | TOTALS |
| LABOR BURDEN-APPLIED TO BARE LABOR | 47.5% | | \$0.00 |
| TOTAL LABOR | - | - | \$0.00 |
| TOTAL MATERIAL | - | - | \$915.40 |
| TOTAL SUBCONTRACTS | - | - | \$0.00 |
| TAX ON MATERIAL | 0% | | \$0.00 |
| SUBCONTRACTOR BONDS | 0% | | \$0.00 |
| SUBTOTALS | | | |
| GENERAL CONTRACT | - | - | \$915.40 |
| SUBCONTRACTORS | - | - | \$0.00 |
| SUBTOTAL | | | \$915.40 |
| CAS INSURANCE | 2% | | \$18.31 |
| SUBTOTAL | | | \$933.71 |
| OVERHEAD | 10% | | \$93.37 |
| SUBTOTAL | | | \$1,027.08 |
| PROFIT ON CAS SELF PERFORM | 10% | | \$91.54 |
| PROFIT ON SUBCONTRACTOR WORK | 5% | | \$0.00 |
| SUBTOTAL | | | \$1,118.62 |
| CAS BOND | 1.5% | | \$16.78 |
| TOTAL THIS CHANGE | | | \$1,135.40 |

This proposal is valid for thirty (30) calendar days from the above date

PCO LOG

| Number | Report Date | Description | Contract Potential | Estimated Cost | Disposition | Disposition Date | Comment |
|--------|-------------|--|--------------------|----------------|-------------|------------------|--|
| 1 | 11/5/08 | Existing scum pipe location different from plans. Exploration consumed 12 manhours | Add | \$975.36 | CO-1 | 1/6/2009 | |
| 2 | 11/6/08 | Headworks floor drain pipe cut by new scum pipe | Add | | Void | 11/20/2008 | City opted to abandon floor drain. See Nov '08 Monthly Mtg |
| 3 | 12/18/08 | Sludge decant re-route deletion | Deduct | \$4,634.96 | | | |
| 4 | 1/6/09 | Horizontal distance from Clarifier encasement to splitter box is too short to allow elevation change 931.00 to 915.00. Contractor will install 90° with concrete support base to adjust lower pipe up ≈ 6' | Add | \$3,625.89 | | | Scope includes (2) DI 16" 90° elbows and fittings, 1 cy concrete. Labor cost basis = T&M; equipment per rate sheet |
| 5 | 11/12/08 | Revision to piping in clarifier return sludge lines; replace straight pipe with wall pipe. | Add | \$1,338.43 | CO-1 | 1/6/2009 | Ref RFI-1 11/12/2008 |
| 6 | 1/22/09 | 12" CO at Tag 52 | Add | \$376.72 | | | |
| 7 | 1/22/09 | Clarifier waterstop @ effluent/scum boxes (8 pls) | Add | | | | On drawing but not fitting schedule location change |
| 8 | 2/5/09 | Install 1" security conduit with ductbank from Process Bldg. to new Yard Electrical Bldg. | Add | | Void | | Security cable will be routed via existing raceway. |
| 9 | 2/11/09 | Move 163rd St lift sta. screen to existing wet well, delete screening vault | Deduct | \$17,988.27 | | | |
| 10 | 2/11/09 | Delete 163rd St lift sta odor control chemical feed | Deduct | \$48,670.74 | | | |
| 11 | 2/11/09 | Tie-in 10" forced main at existing 12" includes DI pipe, fittings and plug valves(2) | Add | | | | See BIMCD sketch issued 2/11/09 via email |
| 12 | | | | | | | |

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider access issues at 147th and U.S. Highway 24-40 and potential amendments to the 24-40 Corridor Agreement.

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.

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.

At the Feb. 10, 2009 U.S. Highway 24/40 Corridor Advisory Committee some of the pros and cons of allowing a future signal at 147th Street were discussed. A decision whether to support the request was deferred until the City reached a decision to support the proposal. Leavenworth BOCC discussed the issue but decided to wait on the preference of the City before weighing in. The Advisory Committee must approve changes by a three-fourths vote or four out of five voting members.

Pro

Would encourage developer to move ahead on site preparation
Quicker access to the property north and south
Eliminate need and expense for reverse frontage roads from 150th Street
May spur economic development
May have future access to the north to tie into a through street at Parallel

Con

Compromises the intent of the corridor agreement to have signals at one mile spacing
Would slow down traffic on the corridor
Jeopardizes corridor management funding
May impact the support of the City of Tonganoxie and their willingness to abide by the agreement

Funding Source: Transportation

Recommendation: Discuss the impact and benefits of a future access at 147th Street and make a decision.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: March 2, 2009

U.S. Highway 24/40 Corridor Advisory Committee

February 10, 2009 Meeting Minutes

Date and Time: 3:00pm Tuesday February 10, 2009
Location: Basehor City Hall – 2620 N. 155th Street

Attendees: David Gurss (Planning Coordinator, KDOT, voting member), Mike Moriarty (CM Administrator, KDOT), Jessica Upchurch (CM Engineer, KDOT), Dustin Smith (Planning Director, City of Basehor), Jeff Joseph (Planning Director, Leavenworth County), Michael Yanez (City Administrator, Tonganoxie, voting member), Carl Slaugh (City Administrator, Basehor, voting member), Jim Hubbell (Transportation Planner, MARC, voting member), Mickey Schwartzkopf (Public Works Deputy Director, Leavenworth County, voting member).

Other Attendees: Jim Pickett (Metro Area Engineer, KDOT), Steve Miles (Miles Excavating, Inc.), several undocumented members of the public.

Minutes:

The February 10, 2009 meeting of the U.S. Highway 24/40 Corridor Advisory Committee was called to order by David Gurss at 3:04 pm. After a brief overview of the purpose and authority of the Advisory Committee, Mr. Slaugh made a motion to elect Mr. Schwartzkopf as chairman of the Committee for the 2009 calendar year. Mr. Yanez seconded the motion. Motion carried 4 – 0 (Mr. Schwartzkopf abstained).

Agenda item. Mr. Gurss provided background information and a brief presentation regarding a request from Mr. Miles to amend the Corridor Management Plan (CMP). The requested revision to the CMP was to modify the intersection of 147th Street and Highway 24/40 from a right-in-right-out intersection (current designation) to a full access intersection. Mr. Miles approached the Committee to discuss his request and answer questions. Two private drives currently provide access to the Miles Excavating office site from Highway 24/40. Neither existing driveway has a corresponding Highway 24/40 cross-over. Westbound 24/40 traffic leaving the Miles Excavating office site must first travel east on eastbound 24/40 to the 147th Street cross-over to gain access to the westbound 24/40 lanes. Westbound heavy truck traffic wishing to enter the office site currently travels west along 24/40 past the office site to 166th Street, then enters eastbound 24/40 at the 166th Street cross-over before proceeding back east along 24/40 to the office site. By his own choice, Mr. Miles does not allow his trucks to turn around at 150th Street. Presently, no direct access from the Miles Excavating office site to 147th Street or 150th Street exists. Mr. Miles stated that he has KDOT approved plans on file for the construction of acceleration and deceleration lanes on eastbound 24/40 at 147th Street for future traffic wishing to enter or exit Miles Industrial Park. Mr. Miles also stated that he has approved plans on file for the construction of Miles Industrial Park infrastructure. Construction of internal subdivision improvements has yet to commence, and no construction schedule has been set. The referenced KDOT plans, subdivision plat, and internal improvement plans all pre-date the adoption of the CMP. Suggestions

from members of the public in attendance included (1) the immediate construction of frontage roads, (2) the modification of the 150th Street and Highway 24/40 intersection from full access to right-in-right-out, and (3) the complete closure of 150th Street. Mr. Slaugh brought forth a motion to revise the wording of the CMP to open the option for a traffic signal (full access) at 147th Street. Mr. Yanez seconded. After discussion, the motion and second were withdrawn. Mr. Slaugh next brought forth a motion to send a request to KDOT to review the impact on the Corridor of a permanent full access intersection at 147th Street. Mr. Joseph seconded. After discussion, the motion and second were withdrawn. It was then noted that three-fourths of the voting Committee members must vote in favor of an amendment prior to review and approval of the proposed amendment by KDOT. Mr. Yanez excused himself from the meeting to attend a previously scheduled engagement. Mr. Slaugh then brought forth a motion to have the applicable Committee members receive guidance from their corresponding governing bodies regarding the proposed 147th Street amendment. Motion carried 4 – 0 (Mr. Yanez absent).

It was determined that the next Committee meeting would be scheduled after all Parties had received guidance from the corresponding governing bodies.

Meeting adjourned at 5:07pm.

~MGS / February 17, 2009

AGENDA ITEM INFORMATION FORM

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

Department: Administration and Public Works

Background/Description of Item:

Following approval of Agreement 224-08 by the city council Jan. 5, 2009 KDOT staff expressed concern over the way the \$500,000 was being handled. KDOT legal staff reworked the agreement to allow for the distribution that would be acceptable to both parties and with prior agreements between Benchmark Management and the Undersecretary of Transportation.

Since several paragraphs were changed the agreement is being brought back to the city council for approval.

The changed pages have been reprinted along with the revised final document.

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: March 2, 2009

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 thirty (30) days after award 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 contract for 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 further 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

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.

~~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.~~

~~33.32. To issue a Notice to Proceed for the Project by June 1, 20092010, 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, 20092011. Requests for extension of said dates must also be in writing and approved by Secretary in writing. City further agrees that if a Notice to Proceed has not been issued by June 1, 2009-2010 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 fit2011, the City will reimburse to the Secretary the \$500,000 paid under paragraph 2 above no later than August 1, 2010.~~

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~~

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~~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~~

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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.

6.5. 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.

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

8.7. 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.

9.8. 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.

10.9. Funding for this Project will remain available until the last day of State Fiscal Year 20092010 (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, 2009-2010. Requests for extension of said dates must also be in writing and approved by Secretary in writing.

Signature Page Immediately Follows.

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 thirty (30) days after award of a contract for construction of the Project. Secretary shall not be further responsible for any actual construction costs (including the costs of all construction contingency items), preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

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), 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. To issue a Notice to Proceed for the Project by June 1, 2010, with a projected completion date before July 1, 2011. Requests for extension of said dates must be in writing and approved by Secretary in writing. City further agrees that if a Notice to Proceed has not been issued by June 1, 2010 with a projected completion date before July 1, 2011, the City will reimburse to the Secretary the \$500,000 paid under paragraph 2 above no later than August 1, 2010.

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. 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 2010 (June 30, 2010). Requests for extension must be in writing and approved by Secretary in writing.

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Authorization to advertise for bids on the Wolf Creek Parkway and approve KDOT TRF loan.

Department: Administration and Public Works

Background/Description of Item:

Approval to go to bid on the Wolf Creek Parkway project needs to follow approval of the contract documents by KDOT. As of Feb. 25, 2009 the revised plans showing the realignment of Wolf Creek Parkway on the east end have not been completed by MKEC. Approval to advertise for bids would have to be conditional on approval by KDOT of the approved plans.

The KDOT transportation revolving fund (TRF) loan has been submitted to KDOT for review. It appears that funding for the program has been secured and is not in jeopardy. Approval of the loan also appears to be not in question, but it does require review by staff. Their normal process takes 90 days. An expedited review has been requested.

The City may authorize advertising for bids without waiting for the loan approval, however no reimbursement funds will be granted from KDOT until the loan is approved.

Authorization to approve the TRF loan will wait until the loan application is approved by KDOT.

Funding Source: Transportation, TDD and Corridor Management Funds

Recommendation: Approve advertising for bids on the Wolf Creek Parkway project after plans are revised and the KDOT approved plans are received.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: March 2, 2009

**Narrative – City Council
March 2, 2009
Dustin Smith, Planning Director**

**Preliminary Plat for Southside Village, submitted by
Basehor Properties, LLC.**

A staff report, excerpt of minutes from the Planning Commission and supporting information is provided in the agenda packet. No development plan has been provided at this time, but will be required prior to building permits being issued for construction.

The construction plans for the street and storm sewer and sanitary sewer are not approvable at this time and we are still considering the best option for the sewer. The developer has provided us with a cost estimate for the creation of a benefit district, which will allow several other lots in the area the opportunity to connect to the sewer system and eliminate failing septic tanks. We will be working with the developer to assemble the benefit district and bring it to the Council for formal approval.

Staff will be available for discussion at the meeting.

Staff Recommendation

Staff and the Planning Commission recommend approval of the preliminary plat.

**Excerpt of Minutes
Basehor Planning Commission Meeting
February 3, 2009
Basehor City Hall**

E. New Business –

E.1 Public Hearing – Preliminary Plat for property located at 15251 State Avenue, as requested by Benchmark Management.

Staff Report

Planning Director Dustin Smith reported the Preliminary Plat for 15251 State Avenue. He reminded the board in March 2007, they approved annexation and rezoning (R3) for this property. The developers are now moving forward for in submitting a Preliminary Plat. Although a development plan was not required at this time, it would be necessary prior to issuance of building permits. The property consisting of three lots (9.89 acres) with the largest lot being located on the west side of Pinehurst Drive, right-of-way for the extension of Pinehurst Drive (Briar Rd) and associated utility and drainage easements.

Mr. Smith went over the staff report in detail explaining the developer has requested to construct the public improvements in phases but plat in one phase.

Staff Recommendations:

1. If the developer wishes for the final plat to be approved in one phase, the public improvements shall be constructed to the east property line, unless the developer could assure that Phase II would be built when requested by the city (i.e. escrow account equal to the amount of the improvements)
2. If the developer is allowed to construct the street in phases, a variance must be granted as part of the plat approved by the Planning Commission.
3. The final plat shall have a note indicating that no access to U.S. 24/40 will be permitted.
4. Final Development plans shall be submitted to the Planning Department and receive the proper approvals prior to development of each lot.

Commission members discussed solutions for sewer and street design.

Public Comments

Chair Matthews asked for comments from members of the audience in favor.

Ed McIntosh (15395 Briar Rd) Benchmark Management explained he requested phasing the development based on current economics. During the annexation process; sewer

design was a discussion among city staff. Staff felt the sewer could be gravity flow and could possibly be opened up to other properties outside his proposed development. This would also help to reduce his construction costs. Lot 2 would handle all the retention for Lots 1 and 2. Lot 4 would handle the majority of the retention. They would not know for sure until sewers were decided. Chairman Matthews asked if Mr. McIntosh was referencing Lot 3 rather than Lot 4. Mr. McIntosh stated he meant Lot 3.

Logsdon asked how many acres would be served into the retention pond. Mr. McIntosh stated the thought about 20 acres would drain into the drainage basin. Logsdon felt it would be more desirable for the city to plat lot 1 and 2 in the first phase and half of the road platting to the center line and right of way on both sides of the road. The remainder of the road could be platted with the second phase (Lot 3).

Mr. Smith said they came to an agreement that the developer would build the second portion of the street once Lot 3 was developed. Mr. McIntosh said one of the questions was if there was a value to the access and who would pay for McIntosh preferred dedicating right of way on the entire street now rather than a later date. Mr. Logsdon reminded Mr. McIntosh he would be required to pay excise tax up front at the time of platting.

Mr. McIntosh felt it should not be the property owner's responsibility if another property owner wanted to develop. Slauch noted the project could qualify for Corridor funding; however, KDOT was not committing any funds.

Commissioner Gallion asked if Lot 2 were developed prior to Pinehurst Drive being fully constructed, where would they access to. Mr. McIntosh stated Lots 1 and 2 would have a shared access point.

Public Comments Against Project:

None

Chair Matthews closed the public hearing.

Board Comments:

Commissioner Bush stated he previously had concerns regarding access but the developer answered his questions earlier in the meeting.

Commissioner Logsdon noted the City should avoid force mains and use gravity flow when available, suggesting a stipulation be placed in the motion.

Mr. McIntosh said he was not opposed to constructing gravity flow sewer but needed to look at the cost and create a benefit district to help pay the cost since it would benefit other properties. He was willing to put in a lift station but felt it was expensive for the city to maintain. Commissioner Logsdon asked if there would be a benefit to the north property. McIntosh stated no. Commissioner Harrison said in condition #3 it referred

to pumping through a force main and if gravity flow were preferred, it would be necessary to place a condition in the motion.

Mr. Slaugh stated the key was to build sanitary sewer plan acceptable to staff and city engineer.

Commissioner Logsdon thought an additional condition should be added stating the developer did not need to complete street until lot 3 was platted and require gravity sewers. Mr. Smith advised the Board they could add the condition; however, it was not in accordance with city regulations.

Dr. Haynes said he planned to build on Lot 2 and use Lot 1 to expand when necessary. He noted he was not able to predict the use for the second lot as this time.

A motion was made by Commissioner Logsdon and seconded by Commissioner Harrison moved to approve Preliminary Plat with the following five conditions as stated.

1. Remove original recommendation and replace with "No building permit shall be allowed for lot 3 until Pinehurst Drive is fully constructed to the east boundary of the plat (apprx. 681 ft.).
2. A variance is hereby granted as part of the plat approval by the Planning Commission to defer the construction of approximately linear 300 ft. of Pinehurst Drive until a building permit is required for Lot 3.
3. No changes to staff recommendation.
4. Remove words "Preliminary and".
5. Developer to submit a sanitary sewer plan that is acceptable to staff and city engineer.

Commissioner McArdle suggested adding a consistent message in the minutes as to why the variance was being granted. The Board agreed that the variance was being granted due to unusual amount of upfront cost to developer for roadway. Chair Matthews asked for a vote. Motion passed 7-0.

It shall be a requirement that the conditions be placed on the plat prior to being recorded.

STAFF REPORT

Date: February 3, 2009
Subject: Consideration of preliminary and final plat for the property located at 15251 State Avenue, as requested by Basehor Properties, LLC.
File No: PP-01-09 and FP-01-09

GENERAL INFORMATION

Applicant: Basehor Properties, Inc.
P.O. Box 516
Basehor, KS 66007

Owner: Same as above
Address:

Phone:

Engineer/ Architect: N/A

Location: 15251 State Avenue.
Current Zoning: R-3, Multi-Family Residential.

PROJECT BACKGROUND

Basehor Properties, LLC. has submitted an application for the preliminary plat and final plat of the property located at 15251 State Avenue. The property consists of approximately 9.89 acres, which is zoned R-3, Multi-Family Residential. Lot areas are as follows:

Lot 1.....1.99 acres
Lot 2.....2.75 acres
Lot 3.....4.30 acres

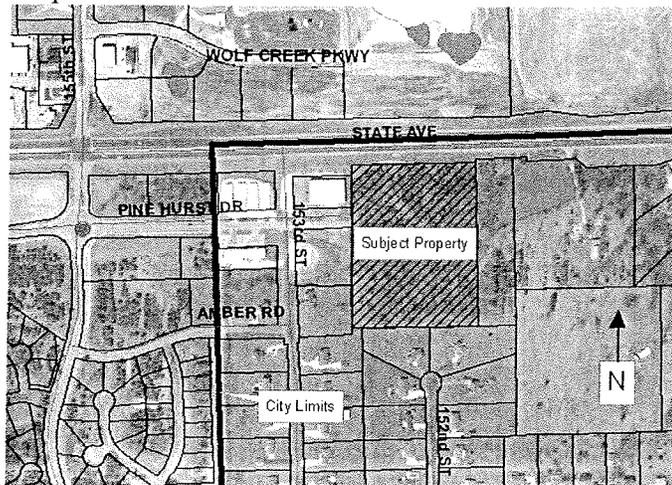
The plat includes three lots, right-of-way for the extension of Pinehurst Drive (Briar Road) and associated utility and drainage easements. The right-of-way for Pinehurst Drive will be sixty feet (60') wide, which is less than what is currently provided for Briar Road. However, due to the curb and guttered street and the easements that will be provided on both sides, 60 feet should be sufficient.

The preliminary plat indicates three lots to be platted in one phase. However, the developer proposes to construct the street and storm improvements in two phases, which will require a variance as part of the final plat and construction plan approval.

The property is located on the south side of State Avenue, approximately 610 feet east of the Pinehurst Subdivision. It is adjacent to several residential lots in the Briarwood Subdivision. The property was annexed and rezoned to R-3, Multi-Family Residential in March, 2008. The property and surrounding area is shown in Map 1, below.

A development plan has not been submitted at this time, so there is no assurance of the actual use of the property.

Map 1: Location



FACTORS FOR CONSIDERATION

1. **Character of the Immediate Area** – The existing character of this area is becoming more commercial and residential in nature with the development of several new subdivisions in the area, such as Wolf Creek Junction - directly across State Avenue from this property - and the Pinehurst Subdivision to the west.
2. **The Zoning and Uses of the Property Nearby** – The property was rezoned to R-3, Multi-Family Residential in conjunction with the annexation in 2008. The zoning and uses of the adjacent properties are as follows:

| | <u>Zoning</u> | <u>Use</u> |
|-------|---------------------------------|-------------|
| North | CP-2 (north side of State Ave.) | Commercial |
| South | R-2.5 (County) | Residential |
| East | B-1, Neighborhood Bus.(County) | Vacant |
| West | B-3, General Bus. (County) | Commercial |

3. The Availability and Adequacy of Required Utilities and Services to Serve the Proposed Use –

Sanitary Sewer

The existing and proposed utilities are shown on the preliminary plat. The proposed plats indicate a lift station at the east end of the property on the southeast corner of Lot 2. This lift station will accept sewer flows from Lots 1, 2 and 3 and pump the effluent to a manhole on Pinehurst Drive, near Sutton-Coleman Auto, where it will then flow by gravity to the Pinehurst lift station. However, capacity is not available at the Pinehurst lift station. Therefore, another option will be required and may include one of the following:

1. Gravity flow the effluent to the U.S. 24/40 lift station, which would require a bore under the highway. The U.S. 24/40 lift station and its proximity to the subject property can be seen in Map 2.
2. Pumping the effluent to a manhole near Subway and into the U.S. 24/40 interceptor.
3. An engineered on-site sewage system, which is improbable due to the likely scale of the future development.

Staff met with the developer and his representatives on Wednesday, January 28, 2009, to discuss the sewer issue. Option number 1 appears to be the best option for the city because it would not require an additional lift station. The costs of maintenance and the increase in the electric bill that would result from the lift station for only three lots will outweigh the benefit of the additional development and possibly be a net loss for the city. In addition, this option would allow a proposed sewer line under 24/40 to be upsized to accommodate sewer flows from several other properties within the drainage area, which would eliminate several septic tanks. This option may lend itself to a benefit district that would be established by the city. The City Council would determine whether the city or the developer would pay for the upsize of the line and then get repayed through the benefit district. The developer is preparing the preliminary boundaries of the area that would be within the benefit district for presentation to the City Council on February 19, 2009 (tentative).

As part of the evaluations for each option, we will be assessing the costs of the lift station compared with the costs of the bore under 24/40 and additional lines and connection to the existing 24/40 lift station. The difference in the costs should be a factor in determining the total costs of the benefit district.

The Infrastructure element of the Comprehensive Plan encourages the use of gravity flow sewer systems whenever possible and discourages additional lift stations. This is especially the case when a new lift station would serve very small subdivisions. Our established infrastructure measures indicated a base line total of eleven (11) lift stations; we currently have 17 lift stations on-line. This number is intended to be reduced to six (6) by 2020.

Water

The property is within the Suburban Water Company service area and they have indicated that they will be able to provide water to the site after extension of new water mains onto and thru the tract from their existing mains.

Because this application is only for a preliminary and final plat, there has not been a development plan submitted to the City that shows the types of businesses that are planned for this property. Therefore, no estimates on the amount of water demand have been performed at this time.

Schools

The impact on the school district will be determined when a development plan is submitted for the property.

Park Fees

Park fees in the amount of \$200.00 per residential unit or storefront will be collected with the building permits that are issued for this property. However, since no development plan is available at this time, the estimated total of the park fees cannot be provided.

4. **Extent of the Impact on Traffic Flow and Parking** – Traffic in this area will increase as a direct result of this development. However, since no development plan is available at this time, estimated traffic counts have not been calculated. This issue will be addressed during the review of the development plan.

Access to the Property

Access to the property will be provided by extending Pinehurst Drive/Briar Road to the east side of the property, which is approximately 570 feet from the end of the existing street. The city portion of the street (Pinehurst Drive) from 155 Street to the city limits (eastern boundary of Pinehurst) is built to city standards with curb and gutter. The street construction beyond the city limits is substandard with ditch drainage on both sides and lacking curb and gutters. This portion of the street should also be improved to city standard with the logic that if the street did not exist, the developer would have to extend the street from the existing Pinehurst subdivision in conjunction with the development of this property.

The Kansas Department of Transportation (KDOT) has reviewed the plat and provided comments to the Planning Department. KDOT has indicated that there is an existing access break near the northeast corner of the subject property. However, this access break is only permitted for the current use of the property or the minimal use thereof (i.e. single-family residential). The pending application constitutes a change of use on the property that would require an upgrade in the access, which will likely not be permitted by KDOT. Therefore, the developer must extend the reverse frontage road across the property prior to building permits being issued in conjunction with the development request.

A condition relating to the access has been included in the staff's recommendation.

Extension of Pinehurst Drive

Because the proposed development will not have direct access to U.S. 24/40, the developer will be required to extend Pinehurst Drive (Briar Road) to the east side of the property based on Section 5-102 (3) of the Subdivision Regulations. The developer is proposing the plat to be approved in one phase, but wishes to construct the street improvements in two phases; the westernmost one-half (approx.) of the street as Phase I, and the second half (easternmost) as Phase II. The Planning Department has several issues with this proposal:

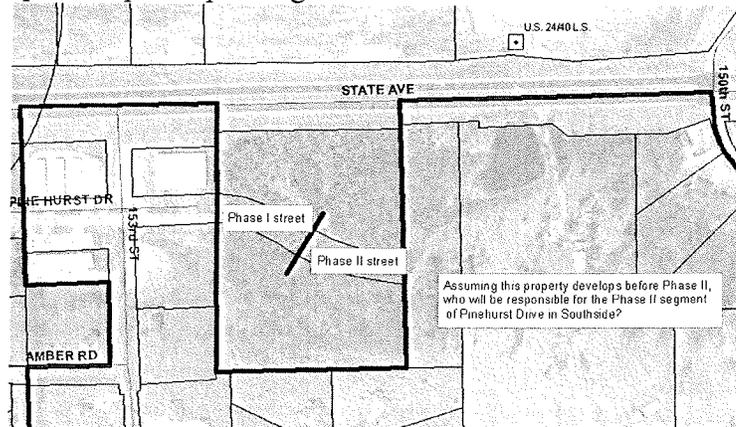
1. The preliminary plat typically contains a plan for the entire development and includes a plan for constructing different phases of the development (if necessary) so that the developer can avoid having to construct the public improvements for the entire subdivision. The final plat will then be approved for each phase and the developer typically constructs the public improvements associated with each phase. If the plat is approved with one phase, the public improvements for the entire development must be constructed.

The proposed phasing for the street construction will require a variance from the City Council as part of the final plat and construction plan approval.

2. Typically when a street is adjacent to any lot or part thereof, the street must be extended to the furthest point of that lot. The proposal for the subject property would only extend the street about half way across a portion of Lots 2 and 3.
3. Allowing the developer to phase the subdivision with its current lot layout may leave the city vulnerable to legal issues with other developers of property in the area. Assuming property to the east of the subject property developed before Lot 3, Pinehurst Drive would have to be extended to them from the east property line of the Southside property, but the responsibility

of the missing segment on the Southside property would come into question. Ideally, the city would be able to force Basehor Properties to construct Phase II, but the developer would have to escrow the money now for use when it was necessary (if ever). See map 2, below.

Map 2: Proposed phasing.



County Portion of Briar Road/Pinehurst Drive

No clear guidance is provided in Basehor's regulations regarding what the city should/could require in terms of improvements to the substandard section of Briar Road. In cases such as Prairie Gardens, Hidden Ridge, High Point Downs, Hickory Valley and others, the city has not required the developer to improve substandard sections of adjacent streets. This case may be slightly different in that Briar Road is the only option for access to the property and if the unimproved portion of the street (that is in the County) did not exist, the developer would be required to build it as part of the improvements to develop this property.

Because this street is a reverse frontage road for U.S. 24/40, it will function as part of the U.S. 24/40 road system and relieve local traffic congestion from the highway, especially when Pinehurst Drive extends all the way from 142 Street to 171 Street. Therefore, corridor management funds may be available from KDOT now and in the future to construct other segments of the street and reconstruct segments that are substandard.

Excise Tax

A transportation excise tax fee of \$38,772.76 will apply to the property and must be paid prior to the plat being recorded with the Leavenworth County Register of Deeds. All property being platted, other than single-family residential, must pay the excise prior to recording of the plat. Single-family residential property is allowed to pay the excise tax with the building permits (Ord. #387). This is based on the area of the property (9.89 acres) multiplied by nine cents (.09) per square foot.

Environmental Impacts

Stormwater Management

The property drains generally toward the southwest. Stormwater detention will be addressed during the plat and site development reviews for the property and will be designed according to Section 5600 of the APWA regulations.

Soils

The soils located on the property are of the Shelby classifications. These soils are typically characterized by bedrock depths of greater than 60 inches and water table depths of greater than 10 feet below the surface and are suitable for development purposes.

Staff Recommendation

Staff recommends approval of the preliminary and final plats with the following conditions.

1. If the developer wishes for the final plat to be approved in one phase, the public improvements shall be constructed to the east property line, unless the developer could assure that Phase II would be built when requested by the city (i.e. escrow account equal to the amount of the improvements).
2. If the developer is allowed to construct the street in phases, a variance must be granted as part of the plat approval by the Planning Commission.
3. The final plat shall have a note indicating that no access to U.S. 24/40 will be permitted.
4. Preliminary and final development plans shall be submitted to the Planning Department and receive the proper approvals prior to development of each lot.

CITY OF BASEHOR

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



APPLICATION FORM

| | | | |
|---|--|--------------------------------------|------------------------------|
| Project Name & Description SOUTHSIDE VILLAGE | | Total Site Acreage 9.89 | Present Zoning R-3 |
| Legal Description (May be attached as separate sheet) SEE ATTACHED SHEET | | Proposed Zoning R-3 | |
| Project Address / General Location S. OF HWY. 24/40 AND E. OF 153RD STREET | | Presubmittal Date 12/30/08 | |
| Parcel ID Number (CAMA Number) | | Floor Area Classification | |
| Property Owner Name BASEHOR PROPERTIES, LLC. | Phone 913 724-3154 | Fax | |
| Property Owner Address P.O. Box 516 | City BASEHOR | State KS | Zip 66007 |
| Applicant's Name (if different from above) JAME | Phone | Fax | |
| Applicant's Address | City | State | Zip |
| Applicant's mobile phone 913 208-5826 | Property Owner and/or Applicant's E-mail address emcintosh@sunflower.com | | |

APPLICATION TYPE

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

PROJECT INFORMATION

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

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)

| | | | |
|------------------|---------------------|-----------------------------|-------------------|
| Total Site Area | Existing Floor Area | Existing Building Footprint | Open Space Area |
| No. of Buildings | Proposed Floor Area | Proposed Building Footprint | Pavement Coverage |

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY

| | | | |
|-------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Proposed Number of Lots 3 | Maximum Lot Size 3.16 | Minimum Lot Size 1.99 | Average Lot Size 2.39 |
|-------------------------------------|---------------------------------|---------------------------------|---------------------------------|

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

x *[Signature]*
 Signature _____ Date _____

| | | | |
|--|---|---|--|
| Office Use Only | | | |
| <input checked="" type="checkbox"/> Filing Fee \$ 265 | <input checked="" type="checkbox"/> Received by <u><i>[Signature]</i></u> | <input checked="" type="checkbox"/> # of Plans 8 | |
| <input checked="" type="checkbox"/> Attached Legal Description | <input type="checkbox"/> Property Ownership List | | |

Affidavit in Proof of Publication

STATE OF KANSAS
Leavenworth County

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

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

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

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks the first publication thereof being made as aforesaid on 02/07/2008 with publications being made on the following dates:

02/07/2008

Erik Lee
Subscribed and sworn to before me this 2-7-08
[Signature]
Notary Public
My Appointment expires 3-15-2011

| | |
|----------------------|---------|
| Publication Charges | \$84.00 |
| Notary And Affidavit | \$0.00 |
| Additional Copies | \$0.00 |
| | \$84.00 |

(First published in the Basehor Sentinel, Thursday, February 7, 2008)

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

Notice is hereby given that the Planning Commission of the City of Basehor, Kansas will hold a public hearing on Tuesday, March 4, 2008 at 7:00 PM. in the meeting room of City Hall, located at 2620 N. 155th Street, Basehor, Kansas to consider a change of zoning on property located at 15251 State Avenue from R-O, Suburban Residential to R-3, Multi-Family Residential for Southside Villas Senior Living to be located on said property in Basehor, Kansas, submitted by Benchmark Management, Inc. The property is more particularly described as and is also shown in the map below:

TRACT #2: A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION, 11, TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, THE WEST LINE OF SAID NORTHEAST QUARTER HAVING AN ASSUMED BEARING OF SOUTH 00°12'13" WEST, THENCE SOUTH 00°12'13" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 76.70 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF US 24 HIGHWAY, THENCE SOUTH 89°28'00" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF US 24 HIGHWAY, 574.79 FEET; THENCE SOUTH 00°12'13" WEST, PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, 757.62 FEET; THENCE NORTH 89°30'52" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 758.10 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. ALL IN LEAVENWORTH COUNTY, KANSAS.

All persons who desire to comment for or against said application are invited to appear at the time and place mentioned above. Copies of the application and full legal description are available for review during normal business hours at Basehor City Hall. Questions about the application may be directed to Dustin Smith, Planning Director, at (913) 724-1370 ext. 24

PLANNING COMMISSION
CITY OF BASEHOR

City of Basehor Police Patrol Vehicles

Subject: Vehicle replacement plan

PURPOSE

To establish a policy and procedure to ensure that adequate funds will be available to purchase vehicles and equipment before they become unsafe, unreliable for operation and become cost prohibitive to keep in service.

CURRENT FLEET

- (1) 1997 Crown Victoria (unit # 7) with 130260 miles – Lt./Inv. vehicle
- (1) 1999 Crown Victoria (unit # 6) with 102300 miles – Chief vehicle
- (1) 1999 Ford Explorer (unit # 4) with 91887 miles – winter backup veh.
- (2) 2007 Crown Victoria
 - a. Unit 1 with 83924 miles – assigned to patrol
 - b. Unit 5 with 11498 miles – assigned to Sgt.
- (2) 2008 Crown Victoria
 - a. Unit 8 with 36082 miles – assigned to patrol
 - b. Unit 9 with 33361 miles – assigned to patrol

Currently there is not a set plan or policy for replacing the patrol vehicles used by the Police Department. In past years, it has been common practice that the patrol vehicles are driven well-beyond safe reliable operations, and hundreds of dollars have been spent on repairs in an effort to keep patrol vehicles operable beyond normal mechanical and safety expectations.

Most agencies that maintain patrol vehicle fleets operate under a policy that recommends patrol vehicles be replaced every four years or when they exceed 125,000 miles or become cost prohibitive to keep in service. KHP replaces their vehicles when they reach 49,000. It has been proven that it is more economical and can reduce overall cost to replace the patrol vehicles regularly, than to maintain and repair older vehicles that become unsafe to operate and with higher mileage.

VEHICLE MILEAGE

Attached is the vehicle mileage monthly statistics which are broken down on a month to month usage basis. The report indicates that the three patrol vehicles that are currently in use for (8) full-time and (6) part-time officers are having an average of 30,839.68 miles put on them a year. With the addition of two vehicles to the fleet the average mileage would decrease to 18,503.81 miles per year per vehicle. If the average replacement cycle of police vehicles is 125,000 miles, we will have to replace the vehicles we currently have in 4.06 years. If we add two more vehicles to our fleet we could extend the replacement cycle to 6.76 years.

RECOMMENDATION

It is my recommendation that we adopt a policy and vehicle replacement plan for police vehicles. The current vehicles we have should be on a replacement cycle of 125,000 miles. Once a vehicle reaches 125,000 miles or becomes cost prohibitive to repair it will be replaced.

RECOMMENDATION REQUEST OPTION 1

It is my recommendation that we expand our patrol fleet by (2) vehicles in 2009. This will significantly reduce the amount of miles being put on the cars and extend the years of the replacement cycle. At this time, with the purchase of two new vehicles I would like to take unit # 1 and make it the Lt's vehicle. I would add one new vehicle to replace unit # 1 and add one new vehicle to our patrol fleet and we would sell unit # 7. All the current equipment in unit # 1 would be transferred to one of the new units thereby significantly reducing the cost of putting the vehicle in service. We would only have to purchase new equipment for one vehicle. All the equipment from Unit # 7 would be installed in the Lt's vehicle.

RECOMMENDATION REQUEST OPTION 2

If replacing unit # 7 (Lt's vehicle) is not an option at this time, I would still recommend the purchase of two vehicles expanding the patrol fleet to six. The addition of these vehicles will significantly reduce the amount of wear and tear on the vehicles and extend the replacement cycle from four years to six years.

Recommended Vehicle Purchase

It is my recommendation that we purchase two additional Ford Crown Victoria Police Interceptor vehicles. The Ford Crown Victoria will continue to be produced through the year 2011 at this time. The Crown Victoria is one of the most popular police vehicles in North America and accounts for roughly 80 percent of all police vehicles sold. It is a spacious vehicle non-obstructed view for the driver. It is rear wheel drive and has been proven over the years to be the most reliable police vehicles used.

Stealing the scenes wherever it appears is the Dodge Charger Police Vehicle. In police vehicle testing the Dodge Charger is out performing all other vehicles with its Hemi engine. However, the market is not convinced that it makes the ultimate cop machine. Most state that the extra power that the Hemi provides isn't usually that important and it could even be a liability. The brakes have been improved but still seem to be causing some concern for agencies. They are also not pleased with the Charger's visibility. The Big "C" pillar really blocks your view to the rear quarter of the vehicle and the trunk is significantly smaller than the Crown Victoria. There has also been some concern for the space provided for a prisoner. An average sized person would have no problem but a person of significant size could create some challenges for both the cop and bad guy.

The Chevy Impala is hanging in there but the front wheel drive continues to cause issues for this vehicle to be considered a good police vehicle. History has shown that when the Chevy Impala is put through police testing the front wheel drive causes problems for the officers driving the vehicle from a handling stand point and often requires repairs. The Chevy Impala has made its mark in the police industry by becoming administrators and investigators police vehicles.

Attached is a copy of the contract renewal that the Kansas Department of Administration has adopted for the purchase of police vehicles. If we were to purchase two new vehicles we would use Olathe Ford. They can provide the vehicles completely outfitted and road ready in one step.

The purchase price for two vehicles would be as follows:

Vehicle (1) price 22,169.00 (Government Pricing)

Basic patrol vehicle package 5,037.00

Watchguard camera system 5,000.00

Misc. wiring and install 2,000.00

Total est. cost for vehicle 1 – 34,206.00

Vehicle (2) price 22,169.00 (Government pricing)

Transfer of equipment from unit # 1 to new vehicle 2,000.00

Watchguard camera system 5,000.00

Misc. wiring and install 2,000.00

Total est. cost for vehicle 2 – 31,169.00

Equipment transferred from unit # 7 to unit # 1 – 2,000.00

Sell of unit # 7 – est. 1,500 to 2,000.

Total est. cost for vehicle purchases – 65,875.00

It is my recommendation that we purchase two vehicles not to exceed 70,000.00. The funds would come from equipment reserve.

**BASEHOR POLICE DEPARTMENT
VEHICLE MILEAGE MONTHLY STATS**

2008

THESE STATS ARE AN APPROXIMATION AS TO THE MONTHLY MILEAGE PLACED ON VEHICLES

| | Unit 01 | Unit 04 | Unit 05 | Unit 06 | Unit 07 | Unit 08 | Unit 09 |
|------------------|---------|---------|---------|---------|---------|---------|---------|
| January | 3400.7 | 1459 | 1141.6 | 0 | 0 | 2556.3 | 756.2 |
| February | 2506.9 | 981.3 | 841 | 0 | 0 | 2880.3 | 2639.4 |
| March | 3303.6 | 745.9 | 1092 | 0 | 0 | 2634.4 | 3176.5 |
| April | 2436.1 | 41 | 830 | 0 | 0 | 3380.7 | 2850.5 |
| May | 2615.2 | 166 | 873 | 0 | 0 | 2660.1 | 2571.2 |
| June | 2178.4 | 0 | 755 | 0 | 0 | 2570.8 | 2703.2 |
| July | 2426.7 | 0 | 985 | 0 | 0 | 2933 | 3233.8 |
| August | 2488.8 | 0 | 1039 | 0 | 0 | 2275.3 | 2393.2 |
| September | 1943.2 | 0 | 920 | 0 | 0 | 2362.6 | 2463.2 |
| October | 2290.5 | 397 | 1071 | 0 | 0 | 2606.7 | 2443.8 |
| November | 2163.5 | 698 | 1030 | 0 | 0 | 2741.6 | 2222.7 |
| December | 1919.5 | 1170.2 | 921 | 0 | 0 | 1910.4 | 1740 |
| Total | 29673.1 | 5658.4 | 11498.6 | 102260 | 130360 | 31512.2 | 29193.7 |

**BASEHOR POLICE DEPARTMENT
VEHICLE MILEAGE MONTHLY STATS**

2008

THESE STATS ARE AN APPROXIMATION AS TO THE MONTHLY MILEAGE PLACED ON VEHICLES

| | Unit 01 | Unit 04 | Unit 05 | Unit 06 | Unit 07 | UNIT 08 | UNIT 09 | UNIT 10 | UNIT 11 | UNIT 12 |
|----------------------|-----------------|---------|---------|---------|---------|-----------------|-----------------|---------|---------|---------|
| January | 3400.7 | 1459 | 1141.6 | 0 | 0 | 2556.3 | 756.2 | 0 | 1342.6 | 1342.6 |
| February | 2506.9 | 981.3 | 841 | 0 | 0 | 2880.3 | 2639.4 | 0 | 1605.3 | 1605.3 |
| March | 3303.6 | 745.9 | 1092 | 0 | 0 | 2634.4 | 3176.5 | 0 | 1822.9 | 1822.9 |
| April | 2436.1 | 41 | 830 | 0 | 0 | 3380.7 | 2850.5 | 0 | 1733.5 | 1733.5 |
| May | 2615.2 | 166 | 873 | 0 | 0 | 2660.1 | 2571.2 | 0 | 1569.3 | 1569.3 |
| June | 2178.4 | 0 | 755 | 0 | 0 | 2570.8 | 2703.2 | 0 | 1490.5 | 1490.5 |
| July | 2426.7 | 0 | 985 | 0 | 0 | 2933 | 3233.8 | 0 | 1718.7 | 1718.7 |
| August | 2488.8 | 0 | 1039 | 0 | 0 | 2275.3 | 2393.2 | 0 | 1431.5 | 1431.5 |
| September | 1943.2 | 0 | 920 | 0 | 0 | 2362.6 | 2463.2 | 0 | 1353.8 | 1353.8 |
| October | 2290.5 | 397 | 1071 | 0 | 0 | 2606.7 | 2443.8 | 0 | 1468.2 | 1468.2 |
| November | 2163.5 | 698 | 1030 | 0 | 0 | 2741.6 | 2222.7 | 0 | 1425.6 | 1425.6 |
| December | 1919.5 | 1170.2 | 921 | 0 | 0 | 1910.4 | 1740 | 0 | 1114 | 1114 |
| Total | 29673.1 | 5658.4 | 11498.6 | 102260 | 130360 | 31512.2 | 29193.7 | 7079 | 18075.9 | 18075.9 |
| NEW CAR X2 | -18075.9 | | | | | -18075.9 | -18075.9 | | | |
| MILEAGE SAVED | 11597.2 | | | | | 13436.3 | 11117.8 | | | |

BASEHOR POLICE DEPARTMENT
 (Projected replacement plan)
 POLICE FLEET

| Model Yr | Model | Fleet # | In Serv Date | Age of veh. | Current Miles | Avg. miles per yr | Rplcmnt cycle | Proj rplcmnt | Proj rplc. Cost | Veh. Assign |
|----------|----------------|---------|--------------|-------------|---------------|-------------------|---------------|--------------|-----------------|-------------|
| 1997 | Crown Victoria | 7 | Jan-97 | 12 | 130,360 | 5000 | Now | 2009 | Unit # 1 | Lt/Inv |
| 1999 | Crown Victoria | 6 | May-07 | 10 | 102,250 | 5000 | 5 yrs | 2013 | 35000.00 | Chief |
| 1999 | Ford Explorer | 4 | Jan-99 | 10 | 91,887 | 5658 | 5 yrs | 2013 | 35000.00 | Backup/wint |
| 2007 | Crown Victoria | 1 | Oct-06 | 2 | 83,924 | 29673 | 2 yrs | 2009 | 35000.00 | Patrol |
| 2007 | Crown Victoria | 5 | Feb-07 | 2 | 11,498 | 11498 | 8 yrs | 2015 | 35000.00 | Sgt. |
| 2008 | Crown Victoria | 8 | Oct-07 | 1 | 36,082 | 31512 | 4 yrs | 2012 | 35000.00 | Patrol |
| 2008 | Crown Victoria | 9 | Mar-08 | 1 | 33,361 | 29193 | 4 yrs | 2012 | 35000.00 | Patrol |
| 2008 | Ford Truck | 10 | Mar-08 | 1 | 7,079 | 7079 | 15 yrs | 2023 | 30000.00 | Anim. Ctrl. |
| 2009 | Crown Victoria | 11 | Jan-09 | 0 | 0 | 18075 | 6 yrs | 2015 | 35000.00 | Patrol |
| 2009 | Crown Victoria | 12 | Jan-09 | 0 | 0 | 18075 | 6 yrs | 2015 | 35000.00 | Patrol |

CONTRACT RENEWAL

Date of Renewal: September 16, 2008

Contract Number: 10676

PR Number: 014775

Procurement Officer: John T. Lowe
Telephone: 785-296-3126
E-Mail Address: john.lowe@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Item: Vehicles, Law Enforcement (Ford Crown Victoria)

Agency: Statewide

Period of Contract: September 9, 2008 through June 30, 2009

Contractor: Olathe Ford Sales, Inc.
1845 E. Santa Fe
Olathe, KS 66062
Toll Free Telephone: 800-880-8883
Telephone: 913-782-0881
Fax: 913-782-1667
FEIN: 48-0720233
Contact Person: Janet Quinn – Gov. Fleet Sales
E-Mail: jante@olatheford.com

Prices: As per original contract dated **November 2, 2007** and any addenda thereafter issued.

Political Subdivisions: Pricing **is** available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may not** use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: Administrative Fees **have been** incorporated into the unit prices of this contract.

Conditions:

This renewal is made in accordance with the "Contract Period" clause contained in the original contract dated **November 2, 2007** and any addenda issued thereafter. Approval of this renewal has been expressed by the contractor and the Director of Purchases for the State of Kansas.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

<http://da.ks.gov/purch/contracts/ContractData/10676.doc>

GROUP I –

OLATHE FOR SALES, INC.

1845 E. Santa Fe
Olathe, KS 66062
E-Mail: janet@olatheford.com
Toll Free Telephone: 800-880-8883
Telephone: 913-782-0881
Fax: 913-782-1667
FEIN: 48-0720233
Contact Person: Janet Quinn – Gov. Fleet Sales

GROUP II –

ODESSA DODGE LLC

1000 W. 40 Highway
Odessa, MO 64076
E-Mail: odessaforddodge@yahoo.com
Toll Free Telephone: 800-835-7623
Local Telephone: 816-230-5305
Fax: 816-230-3122
FEIN: 20-3284999
Contact Person: Larry Wilson – Fleet Mgr.

GROUP III –

ED BOZARTH CHEVROLET, INC.

P.O. Box 1477
Topeka, KS 66601
E-Mail: calvinh@edbozarth-Topeka.com
Toll Free Telephone: 877-266-5151
Telephone: 785-266-5151
Cell Phone: 785-249-6370
Fax: 785-861-1240
FEIN: 48-0672936
Contact Person: Calvin Henry – Fleet Sales Manager

GROUP IV – NO AWARD

GROUP V –

SHAWNEE MISSION FORD, INC.

11501 Shawnee Mission Parkway
Shawnee, KS 66203
E-Mail: jay.cooper@shawneemissionford.com
Telephone: 913-248-2287
Fax: 913-631-7325
FEIN: 48-0582387
Contact Person: Jay Cooper - Gov't Fleet Sales

CONTRACTOR: OLATHE FORD SALES, INC.

PRICE SCHEDULE
GROUP I
FORD CROWN VICTORIA POLICE INTERCEPTOR

| ITEM | MFG. CODE | UNIT PRICE |
|--|---------------|---------------------|
| BASE Vehicle per Group I Specifications | | \$ 20,635.00 |
| Air Bags | 59M | \$ 254.00 |
| Deck Lid Release | 61H | \$ 51.00 |
| Differential | 45C | \$ 106.00 |
| Floor Covering | 128 | \$ 106.00 |
| Floor Mats Black Rubber | DLR | \$ 38.00 |
| License Plate Bracket | 153 | NC |
| Lamps Disabled | 478 | \$ 18.00 |
| Mirrors | 61K | \$ 30.00 |
| Moldings | 96A | \$ 26.00 |
| Mud Guards | DLR | \$ 29.00 |
| Radio, Seats, Speed Control | 41A | \$ 642.00 |
| Radio Interference | 53M | \$ 81.00 |
| Radio Pre-Wire | 946 | \$ 39.00 |
| Spotlight | 51A | \$ 161.00 |
| Street Appearance Package | 750A | \$ 139.00 |
| Wheel Covers | 64N | \$ 39.00 |
| #1 Tremco Anti-Theft System | Tremco | \$ 124.00 |
| #2 Ford Anti-Theft System | DLR | \$ 453.00 |

All other Factory options will be priced at NET Invoice.

Delivery Costs

Location

KHP (Topeka) \$ 56.05 per vehicle

Other State Agencies (Statewide) \$ 1.25 per mile per vehicle

Location of shipping point from which mileage will be calculated: Olathe, KS 66062

CONTRACTOR: ODESSA DODGE LLC

**PRICE SCHEDULE
GROUP II
DODGE CHARGER LXD848 POLICE**

| ITEM | UNIT PRICE |
|---|---------------------|
| BASE Vehicle per Group II Specifications | \$ 20,082.60 |
| Air Bags | \$ 543.00 |
| Anti-Theft System | \$ 150.00 |
| Dome Light | \$ 46.00 |
| Equipment Bracket | \$ NC |
| Engine: 5.7L | \$ 899.50 |
| Floor Covering | \$ NC |
| Floor Mats Black Rubber | \$ 69.95 |
| Keys, 3 | \$ NC |
| License Plate Bracket | \$ NC |
| Mirrors, Power, heated | \$ 32.00 |
| Mud Guards | \$ 116.60 |
| Radio | \$ NC |
| Seats, Power | \$ 350.00 |
| Speed Control | \$ NC |
| Spotlight | \$ 184.00 |
| Wheel Covers | \$ 28.00 |

All other Factory options will be priced at NET invoice.

Exterior colors available at price quoted above: Bright Silver, Black, Dark Titanium, Steel Blue, White.

Delivery Costs

| | |
|--------------------------------------|---------------------------------------|
| <u>Location</u> | <u>Price Per Mile Per Vehicle</u> |
| Kansas State Agencies (Statewide) | \$.70 |

Location of shipping point from which mileage will be calculated: Odessa, MO

Mileage to be based upon miles from Kansas City, KS plus 38 miles.

CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC

**PRICE SCHEDULE
GROUP III
CHEVROLET TAHOE 2WD CC 10706 POLICE PURSUIT VEHICLE**

| ITEM | MFG. CODE | UNIT PRICE |
|--|-----------------|---------------------|
| BASE Vehicle per Group III Specifications | CC 10706 | \$ 25,994.00 |
| Air Bags | ASF | \$ 280.00 |
| Anti-Theft System | DLR | \$ 125.00 |
| Daytime Running Lights Delete | 9G8 | NC |
| Differential | G80 | \$ 236.00 |
| Floor Covering | B30 | \$ 152.00 |
| Floor Mats Black Rubber | DLR | \$ 175.00 |
| Keys | DLR | \$ 25.00 |
| License Plate Bracket | | NC |
| Moldings | B85 | \$ 80.00 |
| Mud Guards | DLR | \$ 140.00 |
| Radio Pre-Wire | WX7 | \$ 44.00 |
| Remote Starter | AP3 | \$ 140.00 |
| Spotlight | 7X6 | \$ 368.00 |

All other Factory options will be priced at Invoice less 1%

Delivery Costs

Location

KHP (Topeka) \$ No Charge per vehicle

Other State Agencies
(Statewide) \$ 1.30 per mile per vehicle

Location of shipping point from which mileage will be calculated: Topeka, KS

CONTRACTOR:

**PRICE SCHEDULE
GROUP IV
CHEVROLET TAHOE 4WD SW4 SPECIAL SERVICE PACKAGE**

NO AWARD

CONTRACTOR: SHAWNEE MISSION FORD, INC.

**PRICE SCHEDULE
GROUP V
FORD EXPEDITION 4WD U16 SPECIAL SERVICE PACKAGE**

| ITEM | MFG. CODE | UNIT PRICE |
|--|------------|---------------------|
| BASE Vehicle per Group V Specifications | U16 | \$ 25,188.00 |
| Anti-Theft System | DLR | \$ 130.00 |
| Keys | DLR | \$ 25.00 |
| License Plat Bracket | 153 | NC |
| Splash Guards | 55F | \$ 38.00 |
| Remote Starter | 65R | \$ 327.00 |
| Running Boards | 186 | \$ 370.00 |
| Spot Light | DLR | \$ 425.00 |
| Trailer Tow | 536 | \$ 336.00 |

All other Factory options will be priced at Invoice.

Delivery Costs

Location

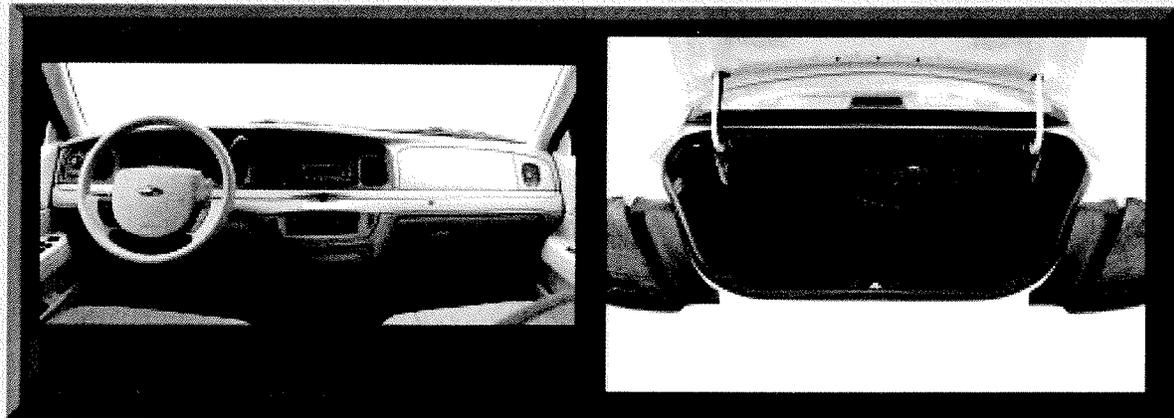
KHP (Topeka) \$ 62.00 per vehicle

Other State Agencies
(Statewide) \$ 1.00 per mile per vehicle

Location of shipping point from which mileage will be calculated: Kansas City

Ford Police Interceptor

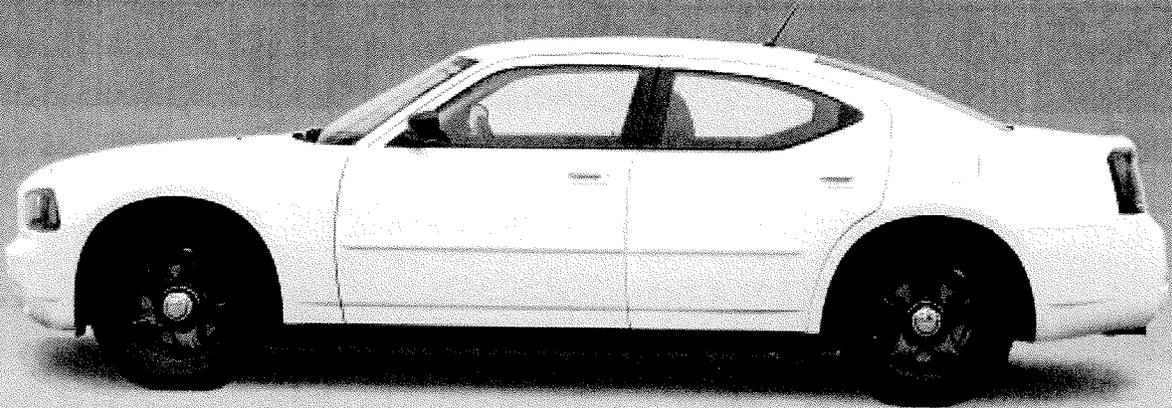
4.6L Axle Ratio 3.27:1



TEST VEHICLE DESCRIPTION

| | | | | |
|---|---|--|--|---------|
| MAKE Ford | MODEL Police Interceptor | | SALES CODE NO. P71 | |
| ENGINE DISPLACEMENT | CUBIC INCHES 281 | | LITERS | 4.6 |
| FUEL SYSTEM | Sequential Multiport Fuel Injection E85 Capable | | EXHAUST | Dual |
| HORSEPOWER (SAE NET) | 250 @ 5000 RPM | | ALTERNATOR | 200 |
| TORQUE | 297ft-lbs @ 4000 RPM | | BATTERY | 750 CCA |
| COMPRESSION RATIO | 9.4:1 | | | |
| TRANSMISSION | MODEL 4R70W | | TYPE 4-Speed Electronic Automatic | |
| | LOCKUP TORQUE CONVERTER? Yes | | | |
| | OVERDRIVE? Yes | | | |
| AXLE RATIO | 3.27 | | | |
| STEERING | Power Rack and Pinion, variable ratio | | | |
| TURNING CIRCLE (CURB TO CURB) | 40.3 ft. | | | |
| TIRE SIZE, LOAD & SPEED RATING | Goodyear Eagle RS-A P235/55R17 98W | | | |
| SUSPENSION TYPE (FRONT) | Independent SLA with ball joint & coil spring | | | |
| SUSPENSION TYPE (REAR) | 4 bar link with Watts Linkage | | | |
| GROUND CLEARANCE, MINIMUM | 5.6 in. | | LOCATION Exhaust joint | |
| | | | | |
| BRAKE SYSTEM | Power, dual front piston, single rear piston, 4 circuit and ABS | | | |
| BRAKES, FRONT | TYPE Vented disc | | SWEPT AREA 273 sq. in. | |
| | | | | |
| BRAKES, REAR | TYPE Vented disc | | SWEPT AREA 176 sq. in. | |
| | | | | |
| FUEL CAPACITY | GALLONS 19.0 | | LITERS 71.9 | |
| | | | | |
| GENERAL MEASUREMENTS | WHEELBASE 114.6 in. | | LENGTH 212.0 in. | |
| | TEST WEIGHT 4145 | | HEIGHT 58.3 in. | |
| HEADROOM | FRONT 39.5 in. | | REAR 37.8 in. | |
| LEGROOM | FRONT 41.6 in. | | REAR 38.0 in. | |
| SHOULDER ROOM | FRONT 60.6 in. | | REAR 60.0 in. | |
| HIPROOM | FRONT 57.4 in. | | REAR 56.1 in. | |
| INTERIOR VOLUME | FRONT 57.6 cu. ft. | | REAR 48.8 cu. ft. | |
| | COMB 106.4 cu. ft. | | TRUNK 20.6 cu. ft. | |
| EPA MILEAGE EST. (MPG) | CITY 14 | | HIGHWAY 21 | |
| | | | COMBINED 16 | |
| EPA MILEAGE EST. (MPH) E85 | CITY 10 | | HIGHWAY 16 | |
| | | | COMBINED 12 | |

Dodge Charger 3.5L SPFI



TEST VEHICLE DESCRIPTION

| | | | |
|---|--|--|--------------------|
| MAKE Dodge | MODEL Charger | SALES CODE NO. 27A | |
| ENGINE DISPLACEMENT | CUBIC INCHES 214 | LITERS | 3.5 |
| FUEL SYSTEM | Sequential Port Fuel Injection | EXHAUST | Single |
| HORSEPOWER (SAE NET) | 250 @ 6400 | ALTERNATOR | 160 Amp |
| TORQUE | 250 lbs-ft @ 3800 | BATTERY | 800 CCA |
| COMPRESSION RATIO | 10.0:1 | | |
| TRANSMISSION | MODEL A580 | TYPE 5 Speed Electronic Automatic | |
| | LOCKUP TORQUE CONVERTER? Yes | | |
| | OVERDRIVE? Yes | | |
| AXLE RATIO | 2.87:1 | | |
| STEERING | Power Rack & Pinion | | |
| TURNING CIRCLE (CURB TO CURB) | 38.9 | | |
| TIRE SIZE, LOAD & SPEED RATING | Continental ContiProContact P225/60 R 18 99V | | |
| SUSPENSION TYPE (FRONT) | Independent High Arm SLA with Dual Ball Joint Lower, Coil Spring, Sway Bar | | |
| SUSPENSION TYPE (REAR) | Independent Multi-Link, Coil Spring, Sway Bar | | |
| GROUND CLEARANCE, MINIMUM | 5.2 in. | LOCATION Fascia Belly Pan | |
| BRAKE SYSTEM | Power, Dual Piston Front/Single Piston Rear, Anti-Lock | | |
| BRAKES, FRONT | TYPE Vented Disc | SWEPT AREA 282 sq. in. | |
| BRAKES, REAR | TYPE Vented Disc | SWEPT AREA 242 sq. in. | |
| FUEL CAPACITY | GALLONS 19 | LITERS | 72 |
| GENERAL MEASUREMENTS | WHEELBASE 120 in. | LENGTH | 200.1 in. |
| | TEST WEIGHT 3898 | HEIGHT | 58.2 in. |
| HEADROOM | FRONT 38.7 in. | REAR | 36.2 in. |
| LEGROOM | FRONT 41.8 in. | REAR | 40.2 in. |
| SHOULDER ROOM | FRONT 59.3 in. | REAR | 57.6 in. |
| HIPROOM | FRONT 56.2 in. | REAR | 55.5 in. |
| INTERIOR VOLUME | FRONT 55.5 cu. ft. | REAR | 48.5 cu. ft. |
| | COMB 104 cu. ft. | TRUNK | 16.2 cu. ft. |
| EPA MILEAGE EST. (MPG) | CITY 17 | HIGHWAY 24 | COMBINED 20 |

Chevrolet Impala *(9C1) 3.9L SPFI*



TEST VEHICLE DESCRIPTION

| | | | | |
|---|--|---------------|-------------------------------|----------------------------------|
| MAKE Chevrolet | MODEL Impala 9C1 | | SALES CODE NO. 1WS19 | |
| ENGINE DISPLACEMENT | CUBIC INCHES 237 | | LITERS | 3.9 |
| FUEL SYSTEM | Sequential Port Fuel Injection E85 Capable | | EXHAUST | Single |
| HORSEPOWER (SAE NET) | 240 @ 5200 RPM | | ALTERNATOR | 150 amp. |
| TORQUE | 240 ft-lbs @ 4000 RPM | | BATTERY | 750 CCA |
| COMPRESSION RATIO | 9.4:1 | | | |
| TRANSMISSION | MODEL 4T65E | | TYPE 4-Speed Automatic | |
| | LOCKUP TORQUE CONVERTER? Yes | | | |
| | OVERDRIVE? Yes | | | |
| AXLE RATIO | 3.29:1 | | | |
| STEERING | Power Rack and Pinion | | | |
| TURNING CIRCLE (CURB TO CURB) | 38.0 ft. | | | |
| TIRE SIZE, LOAD & SPEED RATING | Pirelli P6, P225R16 97V | | | |
| SUSPENSION TYPE (FRONT) | Independent McPherson strut, coil springs & stabilizer bar | | | |
| SUSPENSION TYPE (REAR) | Independent Tri-Link coil spring over strut & stabilizer bar | | | |
| GROUND CLEARANCE, MINIMUM | 7.1 in. | | LOCATION Engine cradle | |
| | BRAKE SYSTEM Power, dual hydraulic, anti-lock | | | |
| BRAKES, FRONT | TYPE | Vented disc | SWEPT AREA | 235.4 sq. in. |
| BRAKES, REAR | TYPE | Solid disc | SWEPT AREA | 160.3 sq. in. |
| FUEL CAPACITY | GALLONS | 17.0 | LITERS | 64.3 |
| GENERAL MEASUREMENTS | WHEELBASE | 110.5 in. | LENGTH | 200.4 in. |
| | TEST WEIGHT | 3714 | HEIGHT | 58.7 in. |
| HEADROOM | FRONT | 39.4 in. | REAR | 37.8 in. |
| LEGROOM | FRONT | 42.3 in. | REAR | 37.6 in. |
| SHOULDER ROOM | FRONT | 58.7 in. | REAR | 58.6 in. |
| HIPROOM | FRONT | 56.4 in. | REAR | 57.2 in. |
| INTERIOR VOLUME | FRONT | 56.5 cu. ft. | REAR | 55.7 cu. ft. |
| | COMB | 104.8 cu. ft. | TRUNK | 18.6 cu. ft. w/ compact spare |
| EPA MILEAGE EST. (MPG) | CITY | 18 | HIGHWAY | 27 |
| | COMBINED | 21 | | |
| EPA MILEAGE EST. (MPG) E85 | CITY | 13 | HIGHWAY | 20 |
| | COMBINED | 16 | | |

12/18/08
Basehoe PD

\$ 22,169⁰⁰

Prepared By:
administrator
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Olathe, KS 66062
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CAR and all factory
options.

contracts
DA. KS. Gov/purch
John Howe
785-296-2376

2009 Fleet/Non-Retail Ford Police Interceptor 4dr Sdn w/3.27 Axle P71

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2009 Fleet/Non-Retail P71 4dr Sdn w/3.27 Axle

| <u>Code</u> | <u>Description</u> | <u>MSRP</u> |
|-------------|--|-------------|
| P71 | 2009 Ford Police Interceptor 4dr Sdn w/3.27 Axle | \$27,120.00 |

SELECTED VEHICLE COLORS - 2009 Fleet/Non-Retail P71 4dr Sdn w/3.27 Axle

| <u>Code</u> | <u>Description</u> |
|-------------|---|
| N | Interior: Charcoal Black |
| WT | Exterior 1: Vibrant White |
| - | Exterior 2: No color has been selected. |

SELECTED OPTIONS - 2009 Fleet/Non-Retail P71 4dr Sdn w/3.27 Axle

| <u>CATEGORY</u> | <u>Code</u> | <u>Description</u> | <u>MSRP</u> |
|--------------------|-------------|---|-------------|
| EMISSIONS | — | STANDARD EMISSIONS | \$0.00 |
| ENGINE | 99V | 4.6L SEFI OHC FFV V8 CALIFORNIA EMISSIONS NOT REQUIRED (STD) | \$0.00 |
| TRANSMISSION | — | 4-SPEED AUTOMATIC TRANSMISSION W/OD (STD) | \$0.00 |
| SERIES ORDER CODE | 720A | POLICE PREP PKG SERIES ORDER CODE | \$0.00 |
| PAINT | — | STANDARD PAINT (STD) | \$0.00 |
| SEAT TYPE | P-H | CLOTH FRONT ^{Bucket Seats} SPLIT BENCH & CLOTH REAR BENCH SEAT | \$0.00 |
| ADDITIONAL OPTIONS | | | |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 145.0, Data updated 12/9/2008 11:48:00 AM
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Customer File:

KS
Veh, how
enforcement

Prepared By:
 administrator
 Olathe Ford Sales, Inc.
 1845 E Santa Fe
 Olathe, KS 66062
 Phone: (913) 782-0881
 Fax: (913) 782-1667
 Email: janet@olatheford.com

2009 Fleet/Non-Retail Ford Police Interceptor 4dr Sdn w/3.27 Axle P71

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2009 Fleet/Non-Retail P71 4dr Sdn w/3.27 Axle

CATEGORY

| <u>Code</u> | <u>Description</u> | <u>MSRP</u> |
|---------------------------|---|-------------------|
| ADDITIONAL OPTIONS | | |
| 41A | COMFORT & CONVENIENCE GROUP -inc: pwr driver seat, cruise control, AM/FM stereo w/CD player, cloth front split-bench seating | \$760.00 |
| 53M | RADIO SUPPRESSION PKG -inc: radio suppression coverage for engine to dash panel, engine to frame, tail pipe to frame (LH/RH), body to frame-rear (LH/RH), hood to body, decklid to body | \$95.00 |
| 45C | LIMITED-SLIP DIFFERENTIAL | \$125.00 |
| 153 | FRONT LICENSE PLATE BRACKET | \$0.00 |
| 61K | HEATED MIRRORS | \$35.00 |
| 96B | UNINSTALLED FRONT COLOR-KEYED FRONT BODY-SIDE MOLDING *Shipped in trunk* | \$30.00 |
| 64N | FULL WHEEL COVERS | \$45.00 |
| 58Z | AM/FM STEREO W/CD PLAYER | INC |
| 21A | PWR DRIVER SEAT | INC |
| 478 | COURTESY LAMP DISABLE *Courtesy lamp circuits made non-functional* | \$20.00 |
| 51A | DRIVER-SIDE SPOT LAMP ASSEMBLY *Mounted on A-pillar* (N/A w/51B or 51Z Spot Lamp Prep) | \$190.00 |
| 946 | 2-WAY RADIO PRE-WIRE CONNECTOR | \$45.00 |
| 525 | CRUISE CONTROL | INC |
| OPTIONS TOTAL | | \$1,345.00 |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2009 Fleet/Non-Retail Ford Police Interceptor 4dr Sdn w/3.27 Axle P71

WARRANTY INFORMATION

WARRANTY INFORMATION - 2009 Fleet/Non-Retail P71 4dr Sdn w/3.27 Axle

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

5 Years/Unlimited Miles

Emissions:

8 Years/80,000 Miles

Roadside Assistance:

5 Years/60,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

December 17, 2008 1:56:31 PM

Page 3

“Road Ready” Packages

Crown Victoria Police Interceptor

Basic Patrol Package

- Code 3 model 2147AKS lightbar w/ takedowns and alleys
- Wigwags Code 3 900-06
- Code 3 Mastercom 3892-L6 Siren
- Siren speaker Code 3 C3100-CV2
- Jotto standard console 425-6015 w/faceplates
- Patriot center slider roll bar screen VP-1-100
- Jotto 3-way outlet 425-5071

The above package installed in your unit, ready to go

\$5,037.00

Supreme Patrol Package

- Code 3 model 2147AKS lightbar w/ takedowns and alleys
- Wigwags Code 3 900-06
- Code 3 Mastercom 3892-L6 Siren
- Siren speaker Code 3 C3100-CV2
- Jotto lazy L 425-6234 console w/faceplates
- Jotto 425-6033 cup holder
- Jotto 425-6034 armrest
- Jotto 425-6035 mic clip
- Patriot center slider roll bar screen VP-1-100
- Jotto 425-5071 3-way outlet

The above package installed in your unit, ready to go

\$6,330.62

Elite Patrol Package

- Code 3 model 2747CCAS lightbar w/ takedowns and alleys
- Wigwags Code 3 model 900-06
- Code 3 Mastercom 3892-L6 Siren
- Siren speaker Code 3 model C3100-CV2
- Jotto lazy L 425-6234 console w/faceplates
- Jotto 425-6033 cup holder
- Jotto 425-6034 armrest
- Jotto 425-6035 mic clip
- Patriot center slider roll bar screen VP-1-100
- Jotto 425-5071 3-way outlet
- Stream light flash light
- Vertical gun rack w/ tuff lock GR-1-V870-HC
- Patriot prisoner seat (grey plastic) PS-CV2
- Patriot rear window bars WACV-5-S
- Jotto 425-8100 trunk slide tray 16” X 48”

The above package installed in your unit, ready to go

\$7,835.96

Agenda Item

To: Mayor & City Council

Subject: 155th North Ditch Excavation

From: Gene Myracle Jr.

The public works department is asking for approval of funds for the excavation of 350 feet of ditch that flows from Country Meadows subdivision West through Iron Creek subdivision which is filling back up with silt, trees, and debris.

When this ditch fills in with sediment, it backs water up at different locations causing flooding on property owners within the Country Meadows Subdivision. The City of Basehor public works assisted with the excavation of this ditch along with the installation of culvert tubes back in 2001 to correct flooding issues.

Basehor PWD would propose to start at 155th Street at the box culvert and excavate 350 feet to the East to 154th Terrace Street. Contracting with a private contractor, I feel we could assist again with this ditch project and resolve flooding issues for another 8 to 10 years with the addition of a large detention basin that was added in High Point Down.

The estimated cost of the project based on dollars (\$17,625.00) and 32 hours from the 2001 job, and distance to excavate in 2009, I feel the total cost not to exceed **\$ 6,240.00 dollars** for this section.

The expenditure for this project would come from account # 10-000-771 maintenance.

Pictures will be presented at the City Council meeting along with any questions prior being addressed at my office # 724-2000.

| | |
|------------------------|---------------------------|
| Funding Source: | Transportation 10-000-771 |
|------------------------|---------------------------|

| | |
|------------------------|---|
| Recommendation: | Approve expenditure of \$6,240 for clean out of ditch from 155 th Street east for 350 feet to 154 th Terrace. |
|------------------------|---|

| | |
|---------------|---|
| Prepared by: | Gene Myracle, Superintendent Public Works |
| Council Date: | March 2, 2009 |

WORK SESSION AGENDA ITEM INFORMATION FORM

Agenda Item: Consider requiring repair or demolition of an abandoned and vacant structure at 2805 North 155th Street.

Department: Planning & Zoning

Background/Description of Item:

- The first contact made with Mr. Cooper concerning the exterior code violations was made on June 13th, 2007; this item pertained to the tractors and other miscellaneous items stored on the property.
- On June 19th, 2007 an inspection was conducted by the Building Inspector and the Fire Inspector on the interior of the building after a coffee shop was opened to the public, it was at this time that several code violations and life safety issues were found. After discussions with Mr. Cooper concerning these issues it was determined at that time that the building needed to be condemned in order to protect the safety and welfare of the public.
- On June 25th, 2007 all utilities were removed from the building.
- On September 6th, 2007 at a City Council meeting it was agreed upon by the Council that the building was an immediate danger and needed to be demolished a public hearing to consider the item was set at that time. It was at that time the City Council passed resolution (2007-07) setting a Public Hearing date.
- On December 17th, 2007 a Public Hearing was held regarding the demolition or remodeling of the structure. Mr. Cooper was at that time given 90 days to remove the structure or begin repairs and to diligently pursue these repairs to the structure thus rectifying the life safety and code violation issues.
- Around February 14th, 2008 some repairs began on the structure.
- On May 3rd, 2008 a Stop Work order was placed on the structure due to concerns of the presence of lead paint and/or asbestos containing materials.
- After talking with Patrick Reavey, the stop work order should not have been issued and thus it was lifted on March 26th, 2008 and Mr. Cooper was allowed to continue to proceed but no further action was taken to rectify the issues.
- On June 28th, 2008 a letter was sent to Mr. Cooper in regards to the work that was to be conducted. In the letter it stated that he was given 90 days to complete the work on the violations. Also in this letter a time of 10 days was given to Mr. Cooper to contact city staff and give us an update and a plan of action to correct these issues. No contact from Mr. Cooper was ever received.
- Sometime in July Mr. Slauch and Mark Lee met with Mr. Cooper at the site and discussed his options. It was at that time that we again gave Mr. Cooper 10 days to come up with some kind of plan to address the violations and present it to City Staff. Mr. Cooper made no attempt to provide us with a plan.
- October 2nd, 2008 a final letter was sent to Mr. Cooper notifying him that the demolition of the structure located at 2805 North 155th Street would be on the council agenda for the October 20th, 2008 meeting. We have had no response from Mr. Cooper concerning this issue as of October 13th, 2008.

- At the October 13th, 2008 the Building Official was directed by Council to have an independent structural engineer inspect the property and have a report made up and returned to the Building Official to present to Council.
- On October 29th, 2008 myself and three members from CEO Structural Engineers gained access to the structure to perform an inspection.
- November 17th, 2008 the final report and picture package was emailed to myself and a copy also mailed to City Hall.

We can rewrite the resolution giving Mr. Cooper a shorter time limit (10 days) to have the structure demolished by a contractor of his choosing or we can look into the bids we received last year and proceed immediately.

Mr. Cooper has the option of repairing the facility to meet the requirements set out in the structural engineer report and must prepare and submit a plan within 30 days. If the repair plan is approved and a building permit is issued he would have 180 days from the date of the building permit to complete the rehabilitation.

If Mr. Cooper does not submit a plan for repair or rehabilitation of the structure then his option is to commence removal by Dec. 31, 2008 and have the removal completed within 60 days.

If Mr. Cooper fails to take action to repair or remove the structure within the time allotted then the city may take action to have the structure removed.

Funding Source:

Recommendation: Approve resolution ___ requiring **(a)** presentation within 30 days a plan for repair of the structure located at 2805 North 155th Street by a design professional to meet the requirements of the structural engineer report and apply for a building permit or **(b)** an order to commence removal of the structure according to an approved plan within 30 days.

Prepared by: Mark Lee, Building Inspector
 Council Date: December 1, 2008

Note: Mr Jeral Cooper stated Feb. 24, 2009 that he is in the process of demolishing the structure and has most of the inside gutted. He has also made arrangements for an individual to remove the structure by the end of March. He requests a 30-day extension to complete the work, until the end of March, 2009. He stated he will provide a request in writing for the extension prior to the city council meeting.

Recommend granting the extension until the end of March

RESOLUTION NO. 2009- _____

A RESOLUTION DIRECTING STAFF TO MAKE ARRANGEMENTS FOR AND COMPLETE DEMOLITION OF THE STRUCTURE LOCATED AT BLOCK 1, TOWN OF BASEHOR, CAMA#: 157-35-0-20-05-006.00, IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS, COMMONLY REFERRED TO AS 2805 N. 155TH STREET, BASEHOR, KANSAS, AND TO MAKE THE PREMISES SAFE AND SECURE

WHEREAS, the Enforcing Officer of the City of Basehor, Kansas did on the 3rd day of October, 2007, file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and,

WHEREAS, the governing body did by Resolution No. 2007-07 dated the 6th day of November, 2007, fix the time and place of a hearing at which the owner, his agent, lien holders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 2007-07 was published in the official city paper on the 8th day of November, 2007 and on the 15th day of November, 2007, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 17th day of December, 2007 the governing body did conduct the hearing scheduled in Resolution 2007-07 and took evidence from the following: the enforcing officer on behalf of the city; Jeral Cooper, the owner, and the owner's attorney; and,

WHEREAS, pursuant to Resolution 2007-12, the governing body determined the structure was unsafe and dangerous and gave the owner ninety (90) days within which to commence the repair or removal of said structure; and,

WHEREAS, the owner has failed to diligently commence and complete the repair or removal of the structure, and has repeatedly challenged the City's determination that the structure is unsafe and dangerous; and

WHEREAS, the governing body retained an independent structural engineer who has examined the structure and confirmed that it is unsafe and dangerous; and

WHEREAS, on December 1, 2008, and in the presence of the owner of the property, the Governing Body adopted Resolution 2008-17, which Resolution gave the owner one final opportunity to commence removal or repair of the structure and to make the premises safe and secure, and informed the property owner that if he failed to do so the structure would be razed and removed; and

WHEREAS, the property owner has failed to make the premises safe and secure or otherwise follow the directives given by the Governing Body in Resolution 2008-17; and

WHEREAS, the structure at 2805 N. 155th Street remains unsafe and dangerous due to the owner's failure to commence or complete the repair or removal of the same in order to make the premises safe and secure.

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

Section 1. City Staff is directed to obtain bids for and complete the demolition of the structure located at 2805 N. 155th Street, and salvage any materials therein, all in accordance with K.S.A. 12-1755, said demolition to occur on or after **March 16, 2009**.

Section 2. Description of Property. The structure to be demolished is located at 2805 N. 155th Street in the City of Basehor, the legal description of which is set forth below:

CAMA#: 157-35-0-20-05-006.00

LOT: BLOCK: 1

TOWN OF BASEHOR

And commonly known and referred to as 2805 N. 155th St, Basehor, Kansas,

SECTION 3. The City Clerk shall cause this Resolution to be published once in the official city paper and mail a copy to the property owners, agents, lien holders, occupants and other parties in interest.

Section 4. Effective Date. This Resolution will become effective upon its adoption by the Governing Body.

ADOPTED March 2, 2009.

CITY OF BASEHOR, KANSAS

Mayor, Chris Garcia

(SEAL)

ATTEST:

City Clerk, Mary Ann Mogle

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of a joint resolution with Leavenworth County and the Cities of Leavenworth, Lansing and Tonganoxie urging support of MARC for funding of road projects.

Department: Administration

Background/Description of Item:

There is an appearance that the point system used by MARC favors Johnson County and excludes Leavenworth County. A provision from approximately 1964 indicated a preference should be given and some funding authorized to areas classified as economically disadvantaged.

The attached resolution is an effort to get some additional points added to increase the relative priority of projects in Leavenworth County and get some funding from the federal stimulus transportation funds.

Funding Source: Transportation

Recommendation: Approve the joint resolution with Leavenworth County and the cities of Leavenworth, Lansing, and Tonganoxie.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: March 2, 2009

JOINT RESOLUTION No. 2009-07

A JOINT RESOLUTION by Leavenworth County and the cities of Leavenworth, Lansing, Basehor, and Tonganoxie within Leavenworth County urging MARC to ensure federal stimulus transportation funds be distributed throughout the Kansas City Metro region and special consideration be given to communities in the metro area which are classified as economically disadvantaged and which did not receive special KDOT funding from the state allocation of state level stimulus dollars.

WHEREAS, Leavenworth County and the Cities of Leavenworth, Lansing, Basehor, and Tonganoxie, agree that transportation through the Kansas City Metro area is critical to the regions economic success; and

WHEREAS, Leavenworth County has identified the following transportation projects for consideration

- Rehabilitation of Bridge ST-48 over Stranger Creek
- Overlay of County Route #9 between Leavenworth/Lansing and Tonganoxie

WHEREAS, The City of Leavenworth has identified the following transportation projects for consideration

- Exterior Repairs for Riverfront Community Center
- Downtown Streetscape Project Phase 2
- Storm Sewer Repairs (three locations: 4th St. & Spruce; 10th Ave & Wellington; & 5th Ave. & Doniphan)
- Replace Large Drainage Structure – Cherokee Street
- Joint Repair and Replacement of Failed Slabs on Concrete Streets
- Pavement Rehabilitation on US73 and K92

WHEREAS, The City of Lansing has identified the following transportation projects for consideration

- Improvements to Gamble Street
- Sanitary sewer infrastructure improvements along 9-Mile Creek.

WHEREAS, The City of Basehor has identified the following transportation projects for consideration

- 150th Street Intersection with US 24/40
- 150th Street from Craig Rd to Parallel Rd.
- 155-158 Reverse Frontage Rd
- 155th and Parallel Rd Intersection
- 155th Street Improvements
- Basehor Elementary School Pedestrian and Bicycle Trail
- Tomahawk Valley Trail

WHEREAS, The City of Tonganoxie has identified the following transportation projects for consideration

- 2nd Street & Cox Street Improvements
- 4th Street Upgrade, Phase III
- Pleasant Street Bridge

Be it resolved by the Leavenworth County Commission and the City Commissions of Leavenworth, Basehor, and Tonganoxie and the City Council of Lansing: That the governing bodies pledge their support for the transportation projects submitted by Leavenworth County and the cities of Leavenworth, Lansing, Basehor, and Tonganoxie. These projects are critical for the economic development and improvement of the region.

BOARD OF COUNTY COMMISSIONERS
LEAVENOWRTH COUNTY, KS

John E. Flower, Chairman

JC Tellefson, Member

Clyde Graeber, Member

LEAVENWORTH CITY COMMISSION
LEAVENOWRTH COUNTY, KS

Lisa Weekly, Mayor

LANSING CITY COMMISSION
LEAVENWORTH COUNTY, KS

Ken Bernard, Mayor

BASHEOR CITY COMMISSION
LEAVENWORTH COUNTY, KS

Chris Garcia, Mayor

TONGANOXIE CITY COMMISSION
LEAVENWORTH COUNTY, KS

DATED: February 24th, 2009
ATTEST: Janet Klasinski, COUNTY CLERK

Mike Vestal, Mayor

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of the Tomahawk Valley Trail project and request for engineering design.

Department: Administration, Public Works

Background/Description of Item:

Following approval by the city council Feb. 17, 2009 the previously prepared Tomahawk Valley trail project was submitted to KDOT for funding under the Transportation Enhancement program. A call was made from the KDOT TE office that 50% of the \$10.0 million in economic stimulus funding going to TE projects would need to be ready for bid within 120 days.

Kay Jordan Cain stated that previously submitted projects had a good likelihood of being awarded since they would not take as long to get going. She felt the Tomahawk Valley project would be a good one to resubmit.

The project would need to be 80% design complete by April 1, 2009. MHS stated they would be able to meet that deadline if council would give authorization on March 2, 2009.

A proposal for the design is being prepared by MHS and will be distributed as soon as it is received.

The City of Basehor has a trail system included as part of the future parks plan in the approved Comprehensive Plan. An opportunity exists to apply for grants to fund the construction of trails for the city. The trail system would be built in sections as areas develop and they are added to development plans in subdivisions.

| | Inflated Cost 2009/2010 | City Match Amount | |
|--|-------------------------|-------------------|-----------|
| 155 th to 158 th and Basehor Library | \$597,376 | \$119,475 | 20% match |

The application requires a resolution indicating the resolve of the council to move ahead with the project if it is awarded.

Funding Source: 2009 Budget Consolidated Street and Highway

Recommendation: Approve application to KDOT for construction of the Tomahawk Valley trail and the attached resolution.
Approve the proposal from MHS for design of the project.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: March 2, 2009

RESOLUTION 2009-__

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF BASEHOR TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ENHANCEMENT FUNDS SET FORTH BY THE FEDERAL TRANSPORTATION EQUITY ACT FOR THE 21ST CENTURY FOR THE WALKING AND BIKING TRAIL PROJECT IN THE CITY OF BASEHOR AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION.

WHEREAS, the City of Basehor, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1 662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Basehor, Kansas, desires to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, the City of Basehor, Kansas, is participating in the Kansas Department of Transportation's Transportation Enhancement Program set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, Federal monies are available under a transportation enhancement program set forth by the Federal Transportation Equity Act for the 21st Century, administered by the State of Kansas, Department of Transportation, for the purpose of Historic, Scenic and Environmental, and Pedestrian and Bicycle projects; and

WHEREAS, After appropriate public input and due consideration, the Governing Body of the City of Basehor, Kansas has recommended that an application be submitted to the State of Kansas for the Tomahawk Valley Walking and Biking Trail project.

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

SECTION 1. That the City of Basehor, Kansas does hereby authorize the city administrator to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of City of Basehor, Kansas.

SECTION 2. That the City of Basehor, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the construction of the project is available.

SECTION 3. That the City of Basehor, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the Tomahawk Valley Walking and Biking Trail project will be available for the life of the project.

SECTION 4. That the City of Basehor, Kansas, hereby assures the Kansas Department of Transportation that the City of Basehor, Kansas, will have title or permanent easement to the Tomahawk Valley Walking and Biking Trail project by the time of project letting.

SECTION 5. That the city administrator of the City of Basehor, Kansas, is authorized to sign the application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of the City of Basehor, Kansas. The city administrator is also authorized to submit additional information as may be required and act as the official representative of the City of Basehor in this and subsequent related activities.

SECTION 6. That the City of Basehor, Kansas, hereby assures the Kansas Department of Transportation that the City is willing and able to, if the Tomahawk Valley Walking and Biking Trail project is selected for funding, administer the designing, letting and construction of the project.

ADOPTED AND PASSED by the Governing Body of the City of Basehor, Kansas, this 2nd day of March 2009.

Mayor Chris Garcia

ATTEST: (Seal)

Mary A. Mogle, CMC, City Clerk

