

AGENDA

BASEHOR CITY COUNCIL

August 3, 2009

6:00 p.m.

Basehor City Hall

WORK SESSION - 6:00 p.m. Discussion of agenda items

REGULAR MEETING – 7:00 p.m.

1. Roll Call by Mayor Terry Hill 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. July 13, 2009 Work Session
 2. July 20, 2009 Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

3. Public Hearing – 2010 Budget

1. Consider rescheduling public hearing to August 17, 2009 at 7:00 p.m.

4. 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).

5. Scheduled Discussion Items

- a. School bus parking on city streets
- b. Review proposed Tax Rebate Program plan and ordinance
- c. Sewer District No. 3

6. Executive Session

- a. Attorney-Client Privilege

7. Business

- a. Consider payment to CAS Construction and Change Order No. 3 for Wastewater Treatment Facility Expansion project, SRL C20-1767-01

- b. Consider contractor payments for work perform on Wolf Creek Parkway, KDOT TR 0125
- c. Consider contractor payments on 150th Street, Parallel to Craig St. project, KDOT 225-08
- d. Consider plan and mitigating costs for Sewer District No. 3
- e. Consider ordinance adopting Federal Emergency Management Agency (FEMA) floodplain management measures that satisfy 44 Code of Federal Regulations, Section 60.3(b) of the National Flood Insurance Program regulations.
- f. Consider Tomahawk Valley Preliminary Development Plan, requested by Miles Excavating, LLC
- g. Consider Tomahawk Valley, Preliminary Plat, requested by Miles Excavating, LLC.
- h. Consider Final Plat for Tomahawk Valley, Phase I, as requested by Miles Excavating, LLC.
- i. Consider resolution adopting Bylaws for Midwest Public Risk of Kansas, Inc.
- j. Consider rescheduling 2010 Budget public hearing to August 17, 2009, 7:00 p.m.
- k. Consider contract renewal for city attorney.

6. Interim 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**BASEHOR CITY COUNCIL WORK SESSION****July 13, 2009****6:00 p.m.****Basehor City Hall****Official Presiding: Mayor Terry L. Hill****Members Present: Pres. Jim Washington, David Breuer, Iris Dysart, Dennis Mertz, Bill Moyer****Staff Present: Lloyd Martley, Mary Mogle, Gene Myracle, Dustin Smith, Susan Adams, Patrick Reavey****Others Present: John Flower, J. C. Tellefson, BOCC****Newspaper: Kaitlyn Syring, *Basehor Sentinel***

The work session was called to order by Mayor Hill with all members present. The city attorney was in attendance.

1. Sewer District No. 3 update

Councilmember Mertz reported he and Councilmember Breuer originally worked on a plan that would run from the [Glenwood Estates] lagoons east to the Pinehurst lift station. They concentrated on finding a plan that was cheaper and better for Glenwood Estates and the two schools. He reported everything changed as of this evening with the County having a similar plan to the one on which he and Councilmember Breuer worked. The new plan was to make the sanitary sewer line force main run down 158th Street and would expedite the plan (Concept #2). It would also save the taxpayers quite a bit of money. The lift station would remain at the middle school and pump it to the lagoon station and take it down to 24/40 Interceptor line.

Matt Henderson, MHS Engineer was requested by the County to put together a different plan a couple of weeks ago. He explained the difference between the original plan and the new plan which would construct a lift station at the middle school, run an 8" force main each to 158th Street and north and connect into the force main (1155 ft of force main). Mr. Spickelmeyer reported it is estimated \$1.2 million construction costs. Councilmember Mertz reported it would not be necessary to obtain right of way.

County Commissioner John Flower wanted to make sure everyone was talking about in the original Plan B (158th Street). President Washington noted the interlocal agreement between the City of Basehor and Basehor Sewer District No. 3 it was his understanding the City and County was on board with the agreement and wanted to know why nothing happened. Mr. Flower reported the County moved forward with KDHE; however, the Council asked the County to look at an alternative Plan, Plan B. Councilmember Breuer noted he was unaware of the interlocal agreement that had been originally signed by the previous Council and there had seemed to be some lack of ownership and lack of moving forward whether it was the County or the City. Eventually the City will probably own the line and Councilmember Breuer does not want to do something that would become a maintenance problem or is not wise in a construction sense.

Mayor Hill reported Councilmembers Mertz and Breuer wanted to look at ways to reduce costs to those taxpayers located in the benefit district, but this was not done in an effort to slow down progress. Mr. Henderson reported the \$1.2 million includes design and land acquisition. President Washington reminded Council they need to look at life cycle costs and initial install capacity and net present value in order to perform a true apples-to-apples comparison.

Councilmember Breuer noted other properties could connect to the sanitary sewer line west of 158th Street and east of Glenwood Estates as well.

Councilmember Breuer suggested looking at the accounting costs for each of the two projects.

President Washington stated he would not back off his position without having a full life cycle cost of both plans.

Mr. Spickelmeyer reported the County included a cost for land acquisition plus \$300,000. It was estimated it would cost \$200,000 for property acquisition (a \$50 per month surcharge on the residents) and a concern was to have the line constructed in time for the middle school to open. Option 1 requires those involved working very diligently to meet the goal of opening the school in August 2010. Option 2 will provide a three-month window, allowing additional flexibility. The sewer connection and decommission cost in Option B was estimated to cost approximately \$746,000. This total includes construction costs and approximately \$95,000-\$100,000 to decommission the lagoon. The size of the pipe in Option B can only be so large, which limits growth capability. Option B would be less expensive than Option A (costing about \$200 per year per resident) but would create minimal opportunity for growth compared to Option A.

Mr. Flower stated from an accounting aspect the County wanted to make sure there was still room to grow and that costs would be affordable to Glenwood Estates residents.

Councilmember Moyer asked Mr. Spickelmeyer what the total project costs for both actions:

Spickelmeyer reported that the total project cost would be absorbed by Glenwood Estates residents and the school district for a twenty-year bond issue. He noted Plan A did not include any real property acquisition and would not be included in the loan. Mr. Flower reported Sewer District No. 3 would be responsible for the \$200,000 land acquisition.

Commissioner Tellefson reported the BOCC had not seen the 158th Street plan and commended Basehor for coming up with the plan. He supported a plan to accommodate future growth and wanted Council to consider waiting to annex Glenwood Estates for five years or abate connection fees. President Washington suggested forecasting a cost that would be charged to the city at large and be reimbursed once the property develops.

Mayor Hill felt the costs were still high even with some abatements but the City has the responsibility to the taxpayers to keep costs down and weigh difference for the potential of future growth. He did not want to harm any future growth with this decision that might take place. He felt more information was needed and that the council should base its decision on an accounting study and any additional information brought to Council on the 20th.

Mr. Flower asked Council to clarify what Council wanted to see on the 20th of July. (Tape 1, Side 2). President Washington wanted to have the auditor come up with the projections on the life cycle of the system. Councilmember Mertz wanted MHS Engineer to review the County's internal forecast summary.

Councilmember Moyer asked how the County notified the residents (91 lots) of Glenwood. Mr. Spickelmeyer reported a public hearing had already been held and another public hearing would be held in accordance with KDHE requirements.

David Freeman, Glenwood HOA president, asked that he have more information when he speaks with the Homeowners Association meeting next week. He said the general feeling among the Homeowners Association was that the new subdivision would eventually connect to Basehor Sewers.

Council agreed to place the item on the July 20th agenda for action as long as all necessary documentation was provided.

A motion was made by President Washington and seconded by Councilmember Moyer to add Item 6 to the agenda for an Executive Session to discuss non-elected personnel and attorney-client privilege matter. Motion passed 5-0.

A motion was made by President Washington and seconded by Councilmember Moyer to convene into Executive Session not to exceed twenty minutes to discuss non-elected personnel and attorney-client privilege matter. Motion passed 5-0.

A motion was made by President Washington and seconded by Councilmember Dysart to invite the interim city administrator into Executive Session. Motion passed 5-0. (7:00 p.m.) Mayor Hill announced Council would reconvene at 7:20 p.m.

Mayor Hill called the regular session back to order at 7:20 p.m.

2. **2010 Budget review**

City Treasurer, Susan Adams, gave an overview of the proposed 2010 budget. The 2010 mill levy will increase from 28.547 in 2009 to 28.621 for 2010.

Extracted from Staff Report:

Funds Balance as of June 30, 2009: \$5,983,406

2009 Additional Revenue Projected: \$4,425,336

2009 Additional Expenditures Projected: \$7,512,323

Projected Ending Balance as of December 31, 2009: \$2,896,414

2008 Mill Levy: 28.547

2009 Mill Levy: 28.621

Proposed 2010 Mill Levy: 28.976

In order to keep the mill levy similar to the last years, the proposed transfers for 2009 from general fund to consolidated highway, capital improvement, and municipal equipment were adjusted. Consolidated highway went from \$100,000 to \$0, capital improvement went from \$153,000 to \$0 and municipal equipment went from \$165,000 to \$30,000. Sales tax revenue is receipted in the capital improvement and consolidated highway funds per Ordinance Number 275 and 299 and therefore does not require additional funding from the general fund at this time, The solid waste fund sustains a healthy reserve balance and those funds are to cover partial costs for utilities and part-time receptionist. Therefore per Statute 12-825d we are allowed to transfer funds into the general fund or any other funds of the city and we are proposing a 2010 transfer from the solid waste fund of \$50,000 to the sewer fund. This transfer would leave the solid waste fund with an estimated \$30,000 reserve.

Councilmember Mertz asked if there were funds to acquire Basehor Athletic Association. Mrs. Adams stated there was projected ending balance of \$2.8 million, and the Council needed to tell her what fund to take the funds out of and could project costs. Councilmember Mertz would like to see that included in next year's budget. The City will need to approve the final plan by August 3rd, and it has to be submitted to the state by the 25th of August. The Basehor Athletic Association has some outstanding loans, creating a deficit around \$8000. Councilmember Mertz said he had asked staff to get with Lansing and Tonganoxie to see how they took over similar organizations.

Mr. Myracle reported the City of Tonganoxie had a Park Commission that works well for them and the City of Lansing is in charge of the recreation. The Basehor Athletic Association would not exist anymore; instead there would be a Parks and Recreation department. Mayor Hill reported the Council has never taken formal action. The Council has expressed interest but has not taken a formal vote. Mayor Hill requested it be added as a budget item to be approved.

3. *Tax Rebate Program update*

Mr. Martley reported councilmember's Breuer and Mertz met with the five entities involved in the Tax Rebate Program. The consensus among the group was to reduce the amount of time from 10 years to 6 years: 100% for 3 years and then reduce to 50% for 3 years. The library was skeptical since they felt they would not recoup the loss. Councilmember Breuer reported the school district felt they would recoup starting in 2017 and thought the meeting was very positive. He also said he thought they are willing to do it since they felt the City needed it as a whole. Councilmember Mertz gave credit to Councilmember Breuer, Commissioner Flower, and building inspector Mark Lee.

President Washington asked how comparative projections were calculated. He felt taxing entities would recover in a very short time. Councilmember Mertz reported the [Fairmount] township would lose more than anyone. President Washington felt the township would lose very little because it only affects City of Basehor.

Councilmember Moyer questioned why commercial rebates were less than residential. Mr. Martley reported that was because the City did not want to lost revenue, but Mr. Martley reported he did not feel the City would not lose anything if commercial was not included in the program. Councilmember Moyer thought the City should structure a rebate based on the size of the business and the type of business that the City wants to attract. Councilmember Mertz stated the Council had the right to negotiate with a commercial business. Mr. Reavey stated he provided the building inspector with regulations that need to be adopted (i.e. plan, legal description, and map of the district). All involved entities must be on board. Mr. Reavey wanted to make sure everyone understood the tax rebate is on the structure, not the land. The map is something that can be revised or changed at any time, but all jurisdictions will have to agree to the amendments. The map is referred to as Exhibit A.

4. *Deffenbaugh request for route change*

Mr. Martley reported he and the city clerk met with representatives from Deffenbaugh regarding a route change. It is the hope of Deffenbaugh; that all cities they contract with agree to change their pick up date; which would allow them to decrease pickup days from two days to one day in each city. Basehor's pickup day would change from Friday and Monday to Wednesday.

Councilmember Breuer reported the residents of Falcon Lakes would not be happy with the change from Monday and Friday to Wednesday.

Five-minute break (7:55 p.m.)

Regular meeting called back to order at 8:00 p.m.

5. *Update information on TR 0125 and TR 0126 KDOT Loans*

Mr. Martley reported that in order to apply for the \$500,000 24/40 Corridor grant, the City needed to provide a 1304 form. He also reminded the Council that they needed to make a decision on how the \$500,000 was to be spent (i.e. escrow, construction costs, etc.) The same thing applies to the \$100,000 for 150th Street project. He noted invoices would be prepared this week and forwarded to KDOT for reimbursement.

The \$325,000 was another issue; Paid 135837.38 for that property. KDOT was giving conflicting information to Mr. Martley and Mr. McIntosh, and said that it could not immediately reimburse the City. KDOT Engineer Jessica Upchurch informed Mr. Martley the City needed to have the land in its name; however, Mr. Younger said all that was needed was the right of way in its name. More clarification is needed on whether we need the property or only the right of way in the City's name.

Mr. McIntosh stated his attorney worked with the city attorney on an agreement in an effort to move forward. Mr. Reavey distributed an agreement to Council that stated Basehor Properties would deed the property to the City so that bills could be paid if the City agreed to commit to the TRF 0126 loan. Mr. McIntosh stated they could deed the right of way during the platting process. Mr. Reavey stated the City paid for a piece of property and they want it and if the entire piece of property were deeded to the City, bills would get paid quicker.

Mr. Martley provided a timeline provided by KDOT for the TR 0126 loan. Mrs. Upchurch suggested the City get started on paperwork for the extension since it was evident they would not meet be able to meet the first deadline. If the extension were approved, all dates would shift forward.

Council agreed to place on the next agenda the commitment to move forward on the TR 0126 and the extension. Councilmember Moyer wanted to make sure Council would not have to take another vote to approve the loan at a later date where they could possibly change their vote. Mayor Hill stated once Council agrees to move forward with the loan, it would be the only vote necessary.

Mr. Reavey read a portion of the agreement that states the Council would commit to the TR 0126 loan if Basehor Properties agreed to deed the triangle land over to the City.

Mr. Martley reported the TR 0125 loan was scheduled to close on Wednesday, July 15, 2009. Once the loan was closed and the title is in the City's name, the City could start paying bills.

Mr. McIntosh reported the [Wolf Creek Parkway] project was moving forward; water and sewer line issues were being dealt with and anticipated the street to reach 150th Street in about 30 days. Wolf Creek Marketplace would open at 8:00 a.m. Friday, July 17th.

Other business:

Mr. Martley reported the Basehor Historical Museum Society requested Council consider including in the 2010 budget a \$7,400 grant for operating expenses, construction of a retaining wall, and survey of the property. No discussion took place.

The work session adjourned at 8:20 p.m.

Submitted for Council approval with/without corrections or additions this 3rd day of August 2009.

Mayor Terry L. Hill

Attest:

Mary A. Mogle, City Clerk

Minutes

BASEHOR CITY COUNCIL

July 20, 2009

6:00 p.m.

Basehor City Hall

Official Presiding: Mayor Terry L. Hill

**Members Present: Pres. Jim Washington, David Breuer, Iris Dysart, Dennis Mertz,
and Bill Moyer**

Members Absent: none

Staff Present: Lloyd Martley, Mary Mogle, Gene Myracle, Matt Henderson

Other Dignitaries Present: John Flower, J. C. Tellefson, Clyde Graeber, BOCC

Newspaper: Kaitlyn Syring, *Basehor Sentinel*

WORK SESSION - 6:00 p.m.

The work session was called to order with all members present. The city attorney was in attendance.

Scheduled discussion items.

a. MKEC Engineering – Update on Wolf Creek Parkway project

Mr. Martley reported MKEC representative was unable to attend but provided a summary report of the Wolf Creek Junction and 150th Street & 24/40 projects:

(extracted from summary report dated 7/20/09)

- 24/40 & 150th St Intersection
 - Field Check Plans are being posted on KDOT's FTP site today.
 - KDOT will review these plans.
 - Following their review they will issue right of way plans (utilized in obtaining additional right of way) as necessary
 - Construction plans will follow.
- Wolf Creek Junction
 - Construction is underway to construct the originally approved set of plans.

- Construction has been completed through the eastern most entrance to Wolf Creek Marketplace.
 - Construction will continue east to Station 23+40.
- Realigned Wolf Creek Junction
 - Construction plans for the realigned section of Wolf Creek Parkway have been submitted to the City on March 3, 2009.
 - The City's engineer (MHS) will produce a full review of the 150th Street section of the plans while KDOT reviews the field check plans.
 - Once approved Wolf Creek Parkway will be constructed to 150th Street.

b. Matt Henderson, MHS Engineering – Review of life cycle study for Sewer District No. 3 extension

Mr. Henderson provided Council with three maps showing the boundaries of Sewer District No. 3, Option A, and Option B. He explained the maps in detail noting that back on June 26th a feasibility study was provided. A life cycle study was in the works but needed additional time to finalize the report.

President Washington noted he had issues with a conflict of interest with MHS Engineering working for both the city and county and felt this concern should be discussed in Executive Session when Mr. McAfee was available. He thought in terms of mitigating costs for residents of Glenwood should also be discussed at a later date and asked if Council took action on August 3, would the school district meet their opening date.

Mr. Henderson reported with Option A, the opening date may need to be extended. Councilmember Mertz reported he had met with county officials and engineering staff and felt a long term solution would be to creating an interlocal agreement between the City and school district. If both entities provide \$200,000 each in conjunction with the special assessment already being assessed to the Glenwood residents, this would allow Option A to be constructed which was a better solution for everyone involved. This would be contingent on voluntary annexation and the county maintaining the roads for another five years.

Mayor Hill said he had a need for an accounting decision and wanted to know what was more cost effective for all involved. President Washington suggested providing a 20-25 year life cycle report rather than a 30-year report. Commissioner Flower pointed out under Plan B the sewer district would remain the current size with the addition of the school. People that could be served, would basically be those that were on it, and Plan A would allow for more to be serviced and the City and School district to recoup costs. If Plan B were chosen, the City would not be allowed to recover any costs.

Commissioner Tellefson did not feel there would be any dispute that Plan A was a better plan for Basehor and the community overall; however, the land has not been purchased yet and there would be a time issue in acquiring the necessary easements. He felt a \$2,000 cost per household was insurmountable.

Councilmember Breuer pointed out the City would be going against the City's long term plan if they voted to go against Plan B and pointed out the Glenwood lagoons should not have been built on top of a hill. Commissioner Flower said he thought it was imperative that the City enter into cost negotiations and requested they charge an individual from the Council to negotiate incentives to be offered. Councilmember Moyer said he thought there were four options, Option A, Option B, with annexation or without annexation. He wanted to look at one set of data and decision matrix. President Washington noted the data would need to come from two places 1) engineering (life cycle work); and designating up to two council members and interim city administrator to work with all the entities (residents, school district, and county) involved.

Councilmember Mertz reported Plan A included land costs. Mr. Henderson stated he would have all the necessary information at the August 3 meeting. Councilmember Moyer wanted to make sure everyone did not leave the meeting thinking the City was committed to promise \$200,000 to the plan.

David Freeman, Glenwood HOA president, reported he had a meeting tomorrow night and would like to have something tangible to present to the property owners. Mr. Evans property was to benefit the greatest and understood how much revenue the City would receive due to future development. Councilmember Mertz suggested the Glenwood residents come in with a bargaining plan and explained by annexing now, the residents would save money on connection and monthly sewer maintenance fees. Commissioner Flower suggested Mr. Freeman compile a wish list from the residents.

c. Ken Massingill, Basehor Historical Society – Donation

Mr. Massingill, President of Basehor Historical Society, requested the City include in their 2010 budget a donation in the amount of \$7,400. The money would be used for operating expenses as well as having a survey performed to locate the property lines. He explained the society was an effort to preserve the history of the Basehor community, bring people to the down town area, and help advertise the City of Basehor.

Councilmember Breuer asked if the Historical Society had fund raisers. Mr. Massingill explained they have items at the museum for sell, buy-a-brick program, garage sales, recycling program, memorial donations, and membership fees.

Councilmember Moyer asked if this would be a one-time grant or would the city need to budget in years to come. Mr. Massingill stated he thought some day they would need to be funded by the City. Director Carla Crawford reported several cities fund their museums.

President Washington complimented Mr. Massingill and Mrs. Crawford for their work and felt that it was a valuable community asset and could be considered a destination site. Mayor Hill thought the museum gave the area a home town feeling.

Councilmember Moyer asked what would happen if they did not receive a donation. Mr. Massingill reported they received a large donation to build a museum at 158th Street, but they were slowly using the reserve funds. Mrs. Crawford reported they would also have to cut down on museum artifacts and open hours.

d. Chuck Wilderson, PRIDE – Fireworks donation

George Smith represented PRIDE in Mr. Wilderson's place. He offered his voice of support for the museum. PRIDE requested a donation of \$4,000 for fireworks for year 2010 due to the increase in price of fireworks.

Ten-minute recess (7:00 p.m.)

REGULAR MEETING – 7:00 p.m.

ROLL CALL BY MAYOR TERRY HILL AND PLEDGE OF ALLEGIANCE

The regular meeting was called to order at 7:10 p.m. with all members present. The city attorney was in attendance.

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. July 6, 2009 work session and regular meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

Councilmember Mertz asked if the voucher in the amount of \$600 issued to municipal judge William Pray for one or two months of service. The city clerk reported Mr. Pray was being paid for May and June.

A motion was made by Councilmember Mertz and seconded by President Washington to approve the Consent Agenda as presented. Motion passed 5-0.

CAL 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).

**a. *Crystal Swann Blackdeer, Leavenworth County Humane Society
(17801 Tonganoxie, KS) – Spay/Neuter Transport program***

Mrs. Blackdeer informed the City Council of events she participated in throughout the county and then went on to explain Leavenworth County Humane Society was holding meetings throughout the County in an effort to educate people on how to avoid dog bites, dealing with strays, and taking care of your animal. The organization was in the process of looking for a space to host a meeting on August 3. Ed Bush, VFW, offered their building for the meeting. The program would allow people who cannot afford to have their animals spayed and neutered an opportunity to do so at a reduced cost.

Mayor Hill asked if there was anyone else who wished to speak regarding an agenda item, there being none, he called the public portion of the meeting closed.

SCHEDULED DISCUSSION ITEMS

- a. *MKEC Engineering – Update on Wolf Creek Parkway project***
- b. *Matt Henderson, MHS Engineering – Review of life cycle study for Sewer District No. 3 extension***
- c. *Ken Massingill, Basehor Historical Society - Donation***
- d. *Chuck Wilderson, PRIDE – Fireworks donation***

Items “a” through “d” were discussed during the work session.

BUSINESS

- a. *Consider KDOT TRF-0126 Loan Agreement for 150th Street & 24/40 Improvements.***

Mr. Martley reported items “a” and “b” were tied together. The city attorney drafted a cooperative agreement between the City and Basehor Properties that agreed if the City committed to the TR 0126 loan, and then Basehor Properties would agree to deed over the triangle piece of property to the City. The City would have the necessary right of way deeded to them and then the remaining property would be deeded back to Basehor Properties.

A motion was made by President Washington and seconded by Councilmember Dysart to table items a, b, and e until such time the triangle piece of property was deeded over to the City as discussed at a previous meeting. Discussion. The city attorney reported he worked with the Basehor Properties attorney to amend the agreement with Basehor Properties agreeing to deed the entire piece of triangle property in lieu of the City giving back the property excluding right of way. Mr. Martley reported KDOT legal counsel informed him today that once the property was deeded over to the City, the City would receive payment for the entire amount owed for the property. Councilmember Dysart wanted to make sure the additional \$13,000 [for back taxes and closing costs] would be paid. Mr. Martley reported that amount would also be reimbursed. Councilmember

Mertz wanted to make sure the City would be able to give the property back to Basehor Properties without problems from KDOT. Mr. Reavey said the Council could revise the original motion with a condition that the deed be provided. President Washington and Councilmember Dysart voted in favor. Councilmember's Breuer, Moyer, and Mertz voted against the motion. Motion failed 2-3.

Mayor Hill asked that the deed be provided to the attorney for review.

A motion was made by Councilmember Mertz and seconded by Councilmember Moyer to change Business items a, b, and e to i, j, and k. Motion passed 5-0.

Refer to Business Item "j".

b. Consider awarding bid for 2009 Pavement Management Plan

Mr. Henderson reported Little Joe's asphalt was low bid in the amount of \$131,882.36 to include Alternate 1 and 2. Bids came in lower than the Engineer's Estimate which allowed the additional work to be included in the 2009 Pavement Management Plan. A motion was made by Councilmember Breuer and seconded by Councilmember Moyer to accept Little Joe's Asphalt for the Base Bid, Alternate 1 and Alternate 2 for a total amount of \$131, 822.36 and authorize notice of award. Motion passed 5-0.

Mr. Henderson anticipated the work to commence in approximately two weeks weather permitting.

d. Consider approval for plan "A" or "B" for Sewer District No. 3 extension

A motion was made by President Washington and seconded by Councilmember Moyer to table action until the August 3 meeting. Councilmember Breuer questioned if the motion should include the appointment of two council members and authorization to enter into negotiations. President Washington and Councilmember Moyer withdrew their motions.

A motion was made by President Washington and seconded by Councilmember Moyer to table action until the August 3rd meeting and designated councilmember's Breuer and Mertz to enter into negotiations with instructions to work out a plan with school district and council. Motion passed 5-0.

e. Consider contractor payments for Wolf Creek Parkway project, TRF 0125 loan

Refer to Business Item "k" and "n".

f. Consider setting 2010 Budget public hearing date (August 3, 7:00 p.m.)

Councilmember Mertz asked if money was allocated in the 2010 Budget for Field of Dreams. Mr. Martley reported Field of Dreams had a debt of approximately \$300,000-

\$400,000. The City could purchase the land and buildings from the Capital Improvement Fund and amend the budget later in the year. Another option would be to create a Park and Recreation Commission that would be supported from taxes throughout the school district, rather than just the City. Councilmember Mertz stated it was not his intent to pay off the loan, but to assist with paying down their loan. President Washington said he thought the City could provide \$10,000-\$15,000 seed money. Councilmember Mertz reported that he and staff members were scheduled to attend a Basehor Athletic Association meeting and hoped to have more information following the meeting.

A motion was made by Councilmember Moyer and seconded by Councilmember Dysart to set the public hearing for Aug 3 at 7:00 p.m. Motion passed 5-0.

g. Consider donation to Basehor Historical Society in year 2010

Died for lack of motion

h. Consider donation to Basehor PRIDE for 2010 Fireworks Display

Died for lack of motion.

Mayor Hill announced the direction of the Council was to create a proactive program to assist community organizations and not a denial.

i. (formerly a) Consider KDOT TRF-0126 Loan Agreement for 150th Street & 24/40 Improvements. Refer to item "m"

l. (formerly b, j) Consider first amendment to cooperative agreement regarding Transportation Improvements at the intersection of 150th St and U.S. Highway 24/40, Basehor Properties

Mr. Reavey informed Council items "a" and "b" should be switched based on the contents of the KDOT Loan agreement. The cooperative agreement commits the City to the KDOT TR 0126 loan. Mayor Hill reported the City has committed to the loan; however, since the City would not be able to meet the October deadline, it would be necessary to request an extension.

A motion was made by Councilmember Mertz and seconded by Councilmember Moyer to change item "j" to "l" and item "i" to "m". Motion passed 5-0.

A motion was made by Councilmember Mertz and seconded by Councilmember Moyer to move item "k" to "n". Motion passed 5-0.

Mr. Reavey reported Basehor Properties LLC would commit to deed the property to City of Basehor with both partners signing the deed.

A motion was made by President Washington and seconded by Councilmember Mertz to authorize the mayor to sign the First Amendment to the Cooperative Agreement regarding Transportation Improvements at the intersection of 150th St and U.S. Highway 24/40, Basehor Properties as amended by the city attorney and upon the city attorney release to the mayor that all paperwork and title trails are to his approval.

Councilmember Dysart explained she voted against TR 0125 due to the extensive debt for the city. Councilmember Mertz called point of order and call for a vote. All members voted in favor with the exception of Councilmember Dysart. Motion passed 4-1.

Councilmember Dysart explained she was concerned the debt against the percentage of debt ratio. President Washington said it was a concern of his as well and that was why he voted to make sure everything was done in the proper order.

m. (formerly a, i) Consider KDOT TRF-0126 Loan Agreement for 150th Street & 24/40 Improvements.

Mr. Reavey announced it was not necessary for Council to take a vote on this item since it was tied to the previous action item.

n. (formerly e and k) Consider contractor payments for Wolf Creek Parkway Project, TR 0125

Mayor Hill asked the city attorney in the event that two different people were to be paid from one invoice, could both names be listed on the check. Mr. McIntosh reported some of the checks should be paid to Benchmark Management, Ed McIntosh, and John Bell. Mr. Reavey explained if an engineering firm did work and was not paid, the vendor must be paid direct. Councilmember Mertz stated he would like to have a lien release made out to the city as well. Mr. McIntosh agreed.

A motion was made by President Washington moved that bills submitted under TR 0125 to date, that the mayor be authorized to sign the checks once the entire document chain was established on each one to the satisfaction of the mayor and attorney and that all lien releases are provided. Request #94 to Benchmark Management is withheld until a new invoice was provided less the interest. Councilmember Mertz explained a correct invoice had been provided following the last meeting. President Washington withdrew his motion.

A motion was made by President Washington and seconded by Councilmember Dysart to table action until the Aug 3rd meeting. Mrs. Marcona reported the agreement was tied to payments being paid. President Washington stated he was not in favor of paying the bills without correct documentation. Mrs. Marcona stated the new cooperative agreement mimic's the earlier agreement. Mayor Hill asked if there was a way to craft a motion that would not be based on an exact amount. Mr. Reavey stated it would be acceptable to make a motion without an exact amount, but include that the bills be paid once reviewed and approved by that staff. President Washington voted in favor with

council members Breuer, Dysart, Moyer, and Mertz voting against the motion. Motion failed 1-4.

A motion was made by Councilmember Breuer and seconded by Councilmember Moyer to pay bills (#94 grouping) in the amount of \$157,089.16 as submitted by city engineer. Council member's Breuer, Moyer, and Mertz voted in favor with President Washington and Councilmember Dysart voting against. Motion passed 3-2.

The city attorney reiterated that it was appropriate to pay the Benchmark Management invoices with both owners names listed on the check.

Council agreed that #95 invoice grouping would be paid directly to vendors and not to Benchmark Management or Basehor Properties.

A motion was made by Councilmember Mertz and seconded by Councilmember Breuer to pay vendors directly that the city engineer has made a document with one correction that invoice 6009, Mac's Fence have a deduction of \$5986 for interest and that all lien releases are contingent on receiving a check from each vendor not to exceed \$220,000 total. Motion passed 5-0.

Mr. Reavey request a ten minute Executive Session to discuss attorney-client privilege matter and non-elected personnel.

CITY ADMINISTRATOR REPORT

*Mr. Martley reported Dean Widdem, Community National Bank wanted to reinstate the annexation request for Theno Estates and was in the process of acquiring property legal descriptions. Three properties are in negotiations regarding the annexation. Theno Estates would like to be included in the tax rebate program.

Councilmember Mertz reminded Council there was about \$40,000 that had not been paid yet and should be included in the annexation process.

*Level-4 Engineering, Brett Napier (not present) provided a written update on the Basehor Town Center benefit district project.

*Mr. Martley commended the city superintendent and public works crew for their work the past week. He noted they have gone out of their way to repair a sewer line at 155th St & Meyer Drive that was causing backup into residents basements, put fill dirt in a ditch along Pebblebrook that was holding stagnant water, and arranged for a handicap railing to be installed at city hall that allowed the building to be ADA compliant. (Note: Railing donated by Mac's Fence.)

MAYOR'S REPORT

Mayor Hill reported he had the pleasure of spending first Susan B Anthony dollar at the

new Wolf Creek Marketplace grocery store. After the opening, he received a number of calls from people around the city who have complained the prices were high at the store and hope to stem the perception that prices were too high. The information was passed onto the store and adjustments were made. He encouraged people to support the store.

COUNCIL MEMBER REPORTS

Iris Dysart

Councilmember Dysart reported she had a pleasant experience at the store as well and plan to do all her shopping there.

Jim Washington

President Washington said he was pleased the way the store was set up, modern, wider aisles, and good staff. In order to have a successful store, it needs to continue to be competitive, attractive, great service and have good product select, and knowledgeable staff.

Bill Moyer

Councilmember Moyer reported he visited store as well. The city has taken on a financial risk and some folks on the bench took on a political risk and reminded the owners that expectations were high.

Councilmember Moyer asked the city attorney for an update on the Cedar Lakes Annexation appeal. Mr. Reavey reported the information has been compiled and delivered to Cedar Lake Estates attorney Mr. Orr in late June. He has not heard from Mr. Orr regarding the review. The next step would be to deliver the record to the judge and then come up with a schedule to make a decision. Mr. Reavey anticipated it would be about 90 days once the record was submitted.

Dennis Mertz

Councilmember Mertz reported he attended the store opening on Friday and was pleased with the presence from council and staff.

EXECUTIVE SESSION

A motion was made by President Washington and seconded by Councilmember Dysart to convene into Executive Session to discuss attorney-client privilege for five minutes and fifty minutes for consideration of candidate (total of 55 minutes). Motion passed 5-0. Mayor Hill announced there would be a five minute recess prior to council convening into Executive Session. The city attorney attended the first five minutes of the session.

A 8:50 p.m. the regular meeting was called back to order by Mayor Hill.

A motion was made by President Washington and seconded by Councilmember Mertz to authorize the mayor to sign separation agreement with Dustin Smith. Motion passed 5-0.

Mayor Hill announced the Council reconvened into Executive Session for fifty minutes to interview a candidate and the regular meeting would reconvene at 9:45 p.m. The candidate attended the Executive Session. The city attorney was not in attendance and left the meeting at this time.

The regular meeting was called back to order at 9:51 p.m. by Mayor Hill.

A motion was made by Councilmember Breuer and seconded by President Washington to convene into Executive Session for ten minutes to discuss non-elected personnel. Motion passed 5-0.

The regular meeting was called back to order at 10:05 p.m. by Mayor Hill.

A motion was made by President Washington and seconded by Councilmember Dysart that a formal offer, based on formal document created by Patrick Reavey with Mr. Mark Loughry, be the basis for the formal offer contingent on drug test, clearing background check, and credit check. Motion passed 5-0.

ADJOURNMENT

A motion was made by Councilmember Mertz and seconded by Councilmember Moyer to adjourn the July 20, 2009 regular meeting. Motion carried 5-0. Meeting adjourned at 10:08 p.m.

Mayor Terry L. Hill

Attest:

Mary A. Mogle, City Clerk

CHECK REGISTER REPORT

AS OF 07/29/09

Date: 07/29/2009

Time: 12:12pm

City Of Basehor

Page: 1

BANK: First State Bank

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount		
16850	07/29/2009	Printed	ADVANCE IN	ADVANCE INSURANCE COMPANY	EMPL LIFE/AD&D INSURANCE	105.60		
16851	07/29/2009	Printed	BRANDT TRK	BRANDT TRUCKING	HAULING TONS TO WWTP	326.05		
16852	07/29/2009	Printed	BURNS & MC	BURNS & MCDONNELL	PROFESSIONAL SERVICES WWTP	21,273.23		
16853	07/29/2009	Printed	CARTER WAT	CARTER WATERS CORPORATION	ASPHALT MATERIALS/EROSION MATS	694.08		
16854	07/29/2009	Printed	CAS CONSTR	CAS CONSTRUCTION LLC	WWTP EXPANSION / UPGRADE	502,070.03		
16855	07/29/2009	Printed	CINTAS	CINTAS	WEEKLY CLEANING SERVICES WTF	122.04		
16856	07/29/2009	Printed	DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	SOLID WASTE/DUMPSTERS/SP WASTE	11,893.98		
16857	07/29/2009	Printed	FELDMANS	FELDMANS	WEEDEATER HEADS/BAGS LIME	255.88		
16858	07/29/2009	Printed	HAYNES EQU	HAYNES EQUIPMENT CO	GRINDER PUMP REPAIRS/FILTERS	5,899.08		
16859	07/29/2009	Printed	HOME DEPOT	HOME DEPOT	MISC PAINTING SUPPLIES CITY HA	87.11		
16860	07/29/2009	Printed	JOCO ENVIR	JOHNSON COUNTY ENVIRONMENTAL	SAMPLE TESTING	274.25		
16861	07/29/2009	Printed	LARKEN EXC	LARKEN EXCAVATING INC	150TH STREET-PARALLEL-CRAIG PR	98,341.82		
16862	07/29/2009	Printed	LAW HOSE	LAWRENCE HOSE	HYDRAULIC CYLINDERS/COUPLINGS	471.12		
16863	07/29/2009	Printed	LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	BOARDING PRISONERS JUNE 2009	455.00		
16864	07/29/2009	Printed	LOI TECH	LOI TECHNOLOGY	LABOR/EQUIPMENT COMPUTER ITEMS	539.80		
16865	07/29/2009	Printed	MAAC CLEAN	MAAC CLEANING SPECIALISTS	CLEANING SERVICES CITY HALL	180.00		
16866	07/29/2009	Printed	MCBRATNEY	KIANN MCBRATNEY	PROSECUTING ATTORNEY	200.00		
16867	07/29/2009	Printed	MIDWEST PU	MIDWEST PUBLIC RISK	DENTAL INS WITHHOLDING PYMT	1,145.00		
16868	07/29/2009	Printed	MPH INDUST	MPH INDUSTIRES, INC.	TUNING FORKS FOR RADAR UNITS	53.34		
16869	07/29/2009	Printed	OLATHE COL	OLATHE FORD COLLISION CENTER	REPAIR FRONT DOOR CROWN VIC	1,560.84		
16870	07/29/2009	Printed	OMBPOLLENE	OMB POLICE SUPPLY, INC	UNIFORMS - POLICE OFFICERS	347.94		
16871	07/29/2009	Printed	QUILL	QUILL	OFFICE SUPPLIES	162.07		
16872	07/29/2009	Printed	SELECT IMA	SELECT IMAGING	FILEBOUND HOSTING FEE	300.00		
16873	07/29/2009	Printed	SELECT SEC	SELECT SECURITY SYSTEMS	SECURITY SERVICES CITY HALL/WT	60.00		
16874	07/29/2009	Printed	SPECTRA	SPECTRA	MISC STREET SIGN BOLTS, NUTS,	103.00		
16875	07/29/2009	Printed	TOTAL ELEC	TOTAL ELECTRIC CONSTRUCTION CO	TRAFFIC SIGNAL REPAIR	175.00		
16876	07/29/2009	Printed	VAZCOM	VAZCOM	PHONE CASES PWD	87.72		
16877	07/29/2009	Printed	VISION SER	VISION SERVICES PLAN	VISION INSURANCE AUG 2009	443.98		
16878	07/29/2009	Printed	WALMART MA	WALMART	SHOP/OFFICE/SUPPLIES SNACKS CO	270.87		
16879	07/29/2009	Printed	WESTAR GRP	WESTAR ENERGY	UTILITIES	6,286.80		
16880	07/29/2009	Printed	WESTLAKE A	WESTLAKE ACE HARDWARE INC	MISC SUPPLIES PWD	36.48		
16881	07/29/2009	Printed	WESTLAND C	WESTLAND CONSTRUCTION	155TH TERR ALLEY/SEWER REPAIR	4,580.00		
16882	07/29/2009	Printed	ZEP SALES	ZEP SALES & SERVICE	MISC SUPPLIES CITY PARK RESTRO	382.49		
Total Checks:						33	Bank Total:	659,184.60
Total Checks:						33	Grand Total:	659,184.60

BALANCE SHEET

AS OF 07/29/09

Page: 1

7/29/2009

12:52 pm

City Of Basehor

As of: 7/31/2009

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

001 FSB CHECKING ACCOUNT	80,893.74
002 FSB MONEY MARKET ACCOUNT	3,500,875.13
005 BASEHOR TOWN CENTER ACCOUNT	498,565.47
006 BASEHOR TOWN CENTER 90 DAY CD	1,000,000.00
007 BASEHOR TOWN CENTER 180 DAY CD	1,000,000.00
045 418000021 COMMERC 1.37% 081009	1,400,000.00

Total Assets

7,480,334.34

Liabilities

214 SEWER FUND MONTHLY BALANCE	442,964.67
215 SOLID WASTE MONTHLY BALANCE	81,721.81
216 GENERAL FUND MONTHLY BALANCE	958,733.44
218 MUNICIPAL EQUIP FUND MO BAL	255,789.86
219 CAPITAL IMPROVE FUND MO BAL	1,278,557.35
220 SPECIAL PARK & REC FUND MO BAL	152,840.97
221 CONS HIGHWAY FUND MONTHLY BAL	2,366,840.03
226 BOND & INTEREST MONTHLY BAL	468,129.08
230 TOWN CENTER PROJECT MO BALANCE	2,468,104.73
231 WOLF CREEK PROJECT MO BALANCE	-1,037,035.02
300 CL MAINTENANCE MONTLY BALANCE	43,687.42

Total Liabilities

7,480,334.34

Total Liabilities & Balances

7,480,334.34

**REVENUE/EXPENDITURE REPORT
AS OF 07/29/09**

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	1,726,436.00	1,726,436.00	1,458,584.46	40,957.32
Expenditures	2,654,402.00	2,657,402.00	1,164,788.37	135,626.34
Net Effect for GENERAL FUND	-927,966.00	-930,966.00	293,796.09	-94,669.02
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	22,855.00	22,855.00	7,401.98	650.00
Expenditures	13,500.00	13,500.00	820.72	0.00
Net Effect for SPECIAL PARK & RECREATION FUND	9,355.00	9,355.00	6,581.26	650.00
Fund: 05 - SEWER FUND				
Revenues	6,673,694.00	6,673,694.00	4,020,372.72	502,325.75
Expenditures	7,297,843.00	7,297,843.00	3,640,290.48	1,055,667.72
Net Effect for SEWER FUND	-624,149.00	-624,149.00	380,082.24	-553,341.97
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	11,170.00	11,170.00	369.77	0.00
Expenditures	17,000.00	17,000.00	19,205.11	5,442.27
Net Effect for CEDAR LAKES MAINTENANCE	-5,830.00	-5,830.00	-18,835.34	-5,442.27
Fund: 08 - BOND & INTEREST FUND				
Revenues	436,168.00	436,168.00	469,792.71	0.00
Expenditures	534,971.00	534,971.00	107,485.63	0.00
Net Effect for BOND & INTEREST FUND	-98,803.00	-98,803.00	362,307.08	0.00
Fund: 09 - SOLID WASTE FUND				
Revenues	164,641.00	164,641.00	89,013.53	251.28
Expenditures	167,149.00	167,149.00	84,388.43	12,095.63
Net Effect for SOLID WASTE FUND	-2,508.00	-2,508.00	4,625.10	-11,844.35
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	630,625.00	630,625.00	284,142.21	55,866.12
Expenditures	1,127,377.00	1,127,377.00	149,540.30	105,812.40
Net Effect for CONSOLIDATED HIGHWAY FUND	-496,752.00	-496,752.00	134,601.91	-49,946.28
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	167,300.00	167,300.00	2,049.10	0.00
Expenditures	150,000.00	150,000.00	102,231.67	4,315.54
Net Effect for MUNICIPAL EQUIP RESERVE FUND	17,300.00	17,300.00	-100,182.57	-4,315.54
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	438,967.00	438,967.00	170,895.56	23,306.43
Expenditures	150,000.00	150,000.00	103,246.51	0.00
Net Effect for CAPITAL IMPROVEMENT FUND	288,967.00	288,967.00	67,649.05	23,306.43
Fund: 18 - BASEHOR TOWN CENTER PROJECT				
Revenues	0.00	0.00	20,165.72	0.00
Expenditures	0.00	0.00	885,212.57	35,279.39
Net Effect for BASEHOR TOWN CENTER PROJECT	0.00	0.00	-865,046.85	-35,279.39
Fund: 19 - WOLF CREEK PROJECT				
Expenditures	0.00	0.00	1,037,035.02	898,295.05
Net Effect for WOLF CREEK PROJECT	0.00	0.00	-1,037,035.02	-898,295.05

INVESTMENT REPORT

as of July 29, 2009

The following recommendation was made at the
July 1, 2009 Council meeting:

ITEM # 1

CD500030

Community National Bank

\$800,000.00

It was recommended that the \$800,000.00 be reinvested for six months or comparable term at the highest interest rate available.

Bids were as follows:

Municipal Investment Pool came in at 0.10% APY

Commerce Bank came in at 0.30% APY

First State Bank chose to pass on the CD bid at this time

Community National Bank chose to pass on the CD bid at this time

On July 21, 2009 the CD was deposited into the cities money market account with current interest at 1.479%. We will review CD rates over the next months and when they resume higher we will recommend reinvesting funds.

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

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

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

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

		AUGUST	
MONTH/DAY	TIME	EVENT	LOCATION
3	6:00 p.m.	City Council Meeting	City Hall Meeting Room
4	6:30 p.m.	Planning Commission Meeting	City Hall Meeting Room
7	Noon	Employee Quarterly Meeting *Topic- H1N1 Flu/presented by LV Co. Health Dept.	City Hall Meeting Room
10	6:00 p.m.	City Council Work Session	City Hall Meeting Room
11	1:00 p.m.	Municipal Court	City Hall Meeting Room
12	4:00 p.m.	Park Advisory Board meeting *Tree Board members to meet w/ Park Board	City Hall Meeting Room
17	6:00 p.m.	City Council Meeting *2010 Budget Public Hearing Special Assessments due to County Clerk	City Hall Meeting Room
25		2010 Budget due to County Clerk	
31		Last day for special assessments to be removed from Ad Valorem Tax rolls.	

Next Meetings:

- Sept. 10, 2009 Regular Meeting (moved due to Labor Day holiday)
- Sept. 14, 2009 Work Session
- Sept. 21, 2009 Regular Meeting

1-1113. SURFACE REQUIREMENTS.

- A. All parking surfaces shall be surfaced with a permanent surface of bituminous or concrete pavement meeting standards and specifications of the City of Basehor prior to the issuance of an Occupancy Permit, unless special permission is granted by the Planning Director due to weather conditions not being satisfactory for placing asphaltic material. In this case the parking area must be constructed and maintained to a safe standard until the permanent surface is completed.
- B. Parking is not permitted on grass, unless specifically allowed as part of an alternative surface permitted by these regulations.
- C. Requirements for recreational vehicles, boats, trailers, etc.

Recreational vehicles, boats, trailers, etc parked on residential property that are less than one (1) acre in size shall be parked in an enclosed structure or on a concrete, asphalt or alternative surface permitted by these regulations. In any case, parking of RV's, boats, trailers, etc., shall be no closer than three (3) feet to any side or rear property line and shall not occur in or extend into any right-of-way.

Modified (new) Section 1-1113 C to address parking of RV's on residential property, which will require parking of RV's on hard surface.

D. Requirements for commercial vehicles.

No commercial vehicle with a gross vehicle weight of more than 12,500 pounds may be parked within 300 feet of any residence between the hours of 5 p.m. and 8 a.m., for other than delivery purposes, except that school buses may be parked at school district facilities, notwithstanding these limitations. In any case, parking of commercial vehicles shall be no closer than three (3) feet to any side or rear property line and shall not occur in or extend into any right-of-way.

ORDINANCE NO. 525

AN ORDINANCE AMENDING THE CITY CODE TO PROHIBIT CERTAIN TRUCK TRAFFIC OR PARKING ON RESIDENTIAL STREETS

WHEREAS, Section 14-203 of Chapter 14 of the City Code sets forth local regulations on truck traffic within the City; and

WHEREAS, the Governing Body believes it is in the best interest of the City to prohibit large trucks on residential streets that pose a safety issue due to their size and obstruction to vision, or cause increased wear on streets due to their weight;

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

SECTION 1: In accordance with K.S.A. 8-1912(c), the Governing Body does hereby amend Section 14-203 of Chapter 14 of the City Code to read as follows:

14-203. TRUCKS, BUSES ETC.; PARKING OR DRIVING RESTRICTED. (a) It shall be unlawful to park any bus, truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more upon a residential street within the city for any period of time exceeding two hours. For the purpose of this section, the word tractor shall include both road tractors and farm tractors.

(b) Vehicles with a Weight of 13 Tons or Over. It shall be unlawful for any bus (excluding any school buses), truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more to drive or park upon any residential street within the city unless such vehicle is picking up or delivering merchandise to a location that is only accessible via the residential street. (Ord. 176, Sec. 1; Ord. 259, Sec. 2; Ord. ____, Sec. 1)

SECTION 2. Effective Date. This Ordinance shall take effect and be enforced from and after its passage, approval, publication and installation of appropriate "NO TRUCKS" signs as recommended by the Manual on Uniform Traffic Control Devices for the streets described in SECTION 1 of this Ordinance, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS, THIS 4th DAY OF February, 2008.

Chris Garcia

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Mary A. Mogle

Mary A. Mogle, City Clerk

Patrick G. Reavey

Patrick G. Reavey, City Attorney



Affidavit in Proof of Publication

STATE OF KANSAS
Leavenworth County

(First published in Basehor Sentinel, Thursday, July 3, 2008)

ORDINANCE NO. 525

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

AN ORDINANCE AMENDING THE CITY CODE TO PROHIBIT CERTAIN TRUCK TRAFFIC OR PARKING ON RESIDENTIAL STREETS

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

WHEREAS, Section 14-203 of Chapter 14 of the City Code sets forth local regulations on truck traffic within the City; and

WHEREAS, the Governing Body believes it is in the best interest of the City to prohibit large trucks on residential streets that pose a safety issue due to their size and obstruction to vision, or cause increased wear on streets due to their weight;

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.

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

SECTION 1: In accordance with K.S.A. 8-1912(c), the Governing Body does hereby amend Section 14-203 of Chapter 14 of the City Code to read as follows:

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 07/03/2008 with publications being made on the following dates:

14-203. TRUCKS, BUSES ETC.; PARKING OR DRIVING RESTRICTED. (a) It shall be unlawful to park any bus, truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more upon a residential street within the city for any period of time exceeding two hours. For the purpose of this section, the word tractor shall include both road tractors and farm tractors.

(b) Vehicles with a Weight of 13 Tons or Over. It shall be unlawful for any bus (excluding any school buses), truck, box truck, tractor, tractor-trailer combination, industrial equipment, or like conveyances, having a state licensing rating of 26M (13 tons or 26,000 pounds) or more to drive or park upon any residential street within the city unless such vehicle is picking up or delivering merchandise to a location that is only accessible via the residential street. (Ord. 176, Sec. 1; Ord. 259, Sec. 2; Ord. _____, Sec. 1)

SECTION 2. Effective Date. This Ordinance shall take effect and be enforced from and after its passage, approval, publication and installation of appropriate "NO TRUCKS" signs as recommended by the Manual on Uniform Traffic Control Devices for the streets described in SECTION 1 of this Ordinance, as provided by law.

07/03/2008

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS, THIS 4th DAY OF February, 2008.

/s/ Chris Garcia
Chris Garcia, Mayor

Erikley
Subscribed and sworn to before me this 7-3-08

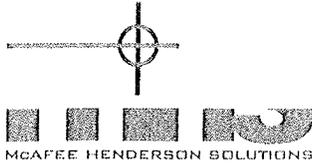
ATTEST:
/s/ Mary A. Mogle
Mary A. Mogle, City Clerk

[Signature]
Notary Public

APPROVED AS TO FORM:
/s/ Patrick G. Reavey
Patrick G. Reavey, City Attorney

My Appointment expires: 3-15-2011

Publication Charges	\$66.00
Notary And Affidavit	\$0.00
Additional Copies	\$0.00
	<hr/>
	\$66.00



July 23, 2009

Mr. Lloyd Martley
Basehor Interim City Administrator
2620 N. 155th Street
Basehor, KS 66007

**RE: Sewer District No. 3
Engineering Estimate of Probable Construction Costs for
Options A and B**

Dear Mr. Martley,

At the request of Council Member Mertz, MHS has prepared engineering estimates of probable construction costs for both Options A and B to service Sewer District No. 3. Please be advised these estimates do not include engineering, sewer connection, or easement acquisition fees.

We have forwarded these estimates to Mr. Mike Spickelmier, Leavenworth County Engineer, and he is in agreement with the pricing that we have established for each scenario.

Sincerely,

Matt Henderson, PE
MCAFEE HENDERSON SOLUTIONS, INC.

Sewer District 3
Engineer's Estimate of Probable Construction Costs - Option A
Leavenworth County, Kansas

07/22/09					
MHS Proj. No. 2008.044					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
GENERAL					
1	Mobilization	LS	1	\$15,000.00	15,000.00
2	Clearing and Grubbing	LS	1	\$10,000.00	10,000.00
3	Construction Staking	LS	1	\$7,500.00	7,500.00
SUBTOTAL - GENERAL					32,500.00
PUBLIC SANITARY SEWER IMPROVEMENTS					
4	10" PVC (SDR-35)	LF	3,250	\$30.00	97,500.00
5	8" PVC Stub	EA	9	\$250.00	2,250.00
6	18-inch Steel Casing Pipe	LF	80	\$210.00	16,800.00
7	12-inch Casing Pipe	LF	60	\$180.00	10,800.00
8	4-ft Diameter Standard Manhole	EA	14	\$2,750.00	38,500.00
9	Extra Depth Manholes (over 8' Deep)	VF	100	\$108.00	10,800.00
10	12'-14' Trenching and Backfill	LF	2,750	\$20.00	55,000.00
11	14'-16' Trenching and Backfill	LF	500	\$22.00	11,000.00
12	Rock Excavation - 5ft average depth	LF	850	\$30.00	25,500.00
13	Headworks Modification at Lagoon	EA	1	\$5,000.00	5,000.00
14	5-ft Diameter Wet Well	EA	1	\$7,500.00	7,500.00
15	Smith & Loveless Pump Station & Apparatus - 15 hp	EA	1	\$75,000.00	75,000.00
16	8" Class 200 PVC Forcemain (including bends & fittings)	LF	3,900	\$29.00	113,100.00
17	Directional Boring	LF	400	\$65.00	26,000.00
18	Concrete Encasement	LF	80	75.00	6,000.00
19	Air/Vacuum Release Manhole & Apparatus	EA	3	\$3,500.00	10,500.00
20	Asphalt Trail Replacement	LF	150	\$40.00	6,000.00
21	Upsize Pinehurst Lift Station Impellers	EA	1	\$22,000.00	22,000.00
22	Connect to Pinehurst Lift Station	EA	1	\$2,750.00	2,750.00
23	Seed, Fertilize, and Mulch	AC	8	\$2,250.00	18,000.00
24	Fence Replacement	LF	200	\$15.00	3,000.00
25	Erosion Control	LF	3,000	\$5.00	15,000.00
26	Tree Replacement	EA	20	\$400.00	8,000.00
27	Traffic Control	LS	1	\$7,500.00	7,500.00
28	Lagoon Decommissioning	LS	1	\$80,000.00	80,000.00
29	Power - Extension of 3-Phase from 158th	LF	2,300	\$28.00	64,400.00
SUBTOTAL - PUBLIC SANITARY SEWER IMPROVEMENTS					737,900.00
TOTAL - GENERAL					770,400.00
Contingency (10%)					77,040.00
TOTAL PROJECT CONSTRUCTION COST					847,440.00

Assumptions:

- Rock excavation estimated for 25% length of gravity pipe at 5-ft average depth
- Easement width of 20-ft for entire length of force main and 30-ft width for gravity

Permenant easement cost per acre of land	AC	4.03	\$20,000.00	80,600.00
Temporary Easement cost per acre of land	AC	4.03	\$5,000.00	20,150.00

Sewer District 3
Engineer's Estimate of Probable Construction Costs - Option B
Leavenworth County, Kansas

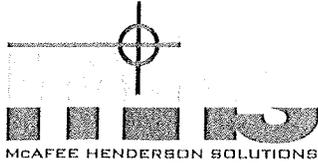
07/22/09

MHS Proj. No. 2008.044

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
GENERAL					
1	Mobilization	LS	1	\$13,000.00	13,000.00
2	Construction Staking	LS	1	\$5,750.00	5,750.00
SUBTOTAL - GENERAL					18,750.00
PUBLIC SANITARY SEWER IMPROVEMENTS					
3	8" Class 200 PVC Forcemain (including bends & fittings)	LF	11,500	\$29.00	333,500.00
4	12" SDR 26 -Gravity Sewer	LF	20	\$70.00	1,400.00
5	Air/Vacuum Release Manhole & Apparatus	EACH	4	\$3,750.00	15,000.00
6	5' Diameter Wet Well	EACH	1	\$7,500.00	7,500.00
7	Odor Control	LS	1	\$3,500.00	3,500.00
8	Smith and Loveless Pump Station and Apparatus - 30 hp	EACH	1	\$75,000.00	85,000.00
9	Connect To Exist MH	EACH	1	\$2,250.00	2,250.00
10	Head-Works Modification at Lagoon	EACH	1	\$5,000.00	5,000.00
11	12" Steel Casing Road Bore	LF	290	\$180.00	52,200.00
12	6" Asphalt Driveway Repair	SY	200	\$50.00	10,000.00
13	Concrete Encasement	LF	200	\$75.00	15,000.00
14	Traffic Control	LS	1	\$3,500.00	3,500.00
15	Lagoon Decommissioning	LS	1	\$80,000.00	80,000.00
16	Seed, fertilize, and mulch	AC	10	\$2,250.00	22,500.00
17	Erosion Control	LF	4,600	\$5.00	23,000.00
18	Fencing	LF	1,725	\$10.00	17,250.00
19	Power - Extension of 3-Phase from 157th Terrace	LF	950	\$28.00	26,600.00
SUBTOTAL - PUBLIC SANITARY SEWER IMPROVEMENTS					703,200.00
SUBTOTAL CONSTRUCTION					721,950.00
Contingency (10%)					72,195.00
TOTAL PROJECT COST					794,145.00

Assumptions:

- Road Bore Length of 50 feet on Minor Street and 80 feet on Arterial Street
- Driveway Replacement Length of 18 Feet and Trench Width of 10 Feet per Replacement



July 28, 2009

Mr. Lloyd Martley
Basehor Interim City Administrator
2620 N. 155th Street
Basehor, KS 66007

**RE: Sewer District No. 3
Proposed Improvement Cost Analysis**

Dear Mr. Martley,

Per the direction of the City Council, MHS offers the following opinion of probable construction and life cycle costs for the two options regarding sewer extension for Sewer District No. 3 and the Basehor Linwood Middle School. The options under consideration include:

Option A – Gravity Sewer with Lift Station placed at Evans Road

This option consists of approximately 3,250 LF of 10-inch gravity line that traverses northeasterly from the existing lagoons to a lift station on the north side of Evans Road. The lift station will house 15 horsepower pumps that will push the sewage north through approximately 3,500 LF of force main along the eastern line of the Cedar Lakes Subdivision and terminate at the Pinehurst Lift Station. The sewer corridor will have two road bores beneath Evans Road and Bradford Court. The estimated probable construction cost will be \$847,440.00.

Option B – Lift Station placed near Lagoons with force main to Highway 24/40.

This option includes placement of a lift station, housing 30 horse power pumps, near the existing lagoons. The sewage collected at this location will be forced east to the County Route 2 right of way, then north to the southern right of way of US 24/40 Highway where it will discharge into a City of Basehor manhole that gravity feeds across the highway. The 11,500 linear feet of force main will contain four road borings. The estimated probable construction cost will be \$794,145.00.

Refer to Attachments A and B for an itemized breakdown of the estimated probable construction costs for each of these options. Please note that these estimates do not include connection fees or land acquisition costs.

Proposed Life Cycle and Maintenance Costs.

The life cycle costs of Options A and B are tabulated in Attachment C. These values were developed with the assistance of Gene Myracle, Public Works Superintendent. The unit prices reflected are comparable to existing fees and scheduled maintenances that the City of Basehor currently experiences. The unit cost column is reflected in 2009 dollars with the total cost that reflects an inflation of 3 percent per year. For example Line Item 3 includes cleaning and video inspection of the gravity line every five years. Over a 30 year period the City will experience \$4,160.00 (2009 dollars) six times (i.e. Year 5 - \$4,822.58, Year 10 - \$5,590.69, Year 15 - \$6,481.14, etc.) Below is a brief explanation of how each value was determined.

Line Flushing & Video Inspection. This will occur every five years at a cost of \$1.28 per linear foot.

Manhole Repairs. Presume 1/3 of the manholes constructed will experience infiltration issues that require repair once every 30 years.

Point Repair. Based on previous maintenance of Basehor's Sewer System, one section per 5,000 LF of pipe will require repair once every 15 years.

Pump Replacement. Each option requires a lift station that will contain two pumps with a life expectancy of approximately 15 years. Due to a smaller length of pipe Option A requires 15 horsepower pumps as opposed to the larger 30 horsepower pumps needed for Option B. Replacement costs for a 15 horsepower pump is approximately \$7,500.00 and a 30 horsepower will be \$12,500.00. Therefore, each option will require replacement of two pumps in years 15 and 30.

Weekly Inspection. Once a week, Basehor dispatches a two man crew to verify each lift station is operating correctly. The inspections of the existing 17 lift stations takes approximately 7 hours to complete (0.5 hours per station). The value of \$1,750.00 was calculated at 52 man hours per year at a cost of \$33.65 per hour.

Annual Power Cost. These values were taken from the past 12 months of power bills experienced with similar lift stations within the City. The larger pump in Option B will require slightly more power than Option A.

Annual Telemetry Controls Monitoring Fee. Each lift station within the City of Basehor is equipped with an Omni Site Controller that has a wireless application that notifies the Public Works Department on status of the pumps. These fees will be the same for each option.

Air Release Valves. The force main will have air release valves placed at high points in the line to allow air that becomes trapped in the line to vent to the atmosphere. These valves will periodically become plugged and require replacement every four years. Option B will require four valves at the high points along the corridor, and Option A will require three valves. Current product and installation costs are \$525.00 per valve.

Force Main Repairs. Based on past repairs of existing force mains within the City of Basehor, one break can be expected per 5,000 LF of pipe every four years.

The anticipated operation and maintenance cost of Option A and B are \$325,202.95 and \$402,019.26 respectively (difference of \$77,710.30). Notable differences in the two scenarios is the maintenance of the larger pumps required for Option B as well as the force main length being more than three times longer than Option A. The City should also consider the maintenance cost for the gravity sewer in Option A will inevitably be experienced sometime in the future when the vacant ground northeast of the lagoons is developed. Below is a brief description of the force main for each option.

Option A – Force main length 3,500 LF. The force main will traverse from Evans Road, near the Cedar Lakes Dam, to the Pinehurst Lift Station. This area is predominately developed with a few larger undeveloped parcels that include the areas behind the Cedar Lakes Dam and the open field that was previously the lagoon system servicing the Cedar Lakes Subdivision. Major construction activities in this area occurring in the future are not likely. The highest risk of the force main being disturbed will likely come from homeowners making improvements to their property and utilities maintaining their systems.

Option B – Force main length 11,500 LF. The force main will traverse along the County Route 2 right of way from the Glenwood Elementary School to a manhole located at the midpoint of the Pinehurst Subdivision on the south side of Highway 24/40. Properties on the west right of way of County Route 2 are predominately undeveloped. In past discussions regarding this option, the question has been raised into the potential for the force main to incorporate additional flow from residences located along the corridor. From an engineering standpoint, it is feasible to have additional flows enter the force main system. However, from a maintenance standpoint this is not recommended. Allowing other pumping systems to connect to the force main will increase pump maintenance costs due to wear and tear on each pumping system working harder to overcome system pressures. Allowing additional connections to the force main will also create added points in the system that will be susceptible to breakage as well as create logistical problems in maintaining services in the event the main requires repair. MHS does not recommend the City take on these potential maintenance issues.

CONCLUSION

Both Options A and B can be engineered to service the residents of Sewer District No. 3, the Glenwood Elementary School, and the new Middle School. With initial capital outlay for construction costs being similar, consideration should be given for the best solution in regards to long term growth, maintenance cost, timeline of construction, as well as potential court challenges in regards to proportionate of costs between all stakeholders.

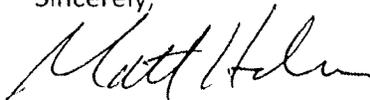
Option A provides immediate growth potential by providing gravity sewer for the 57 acre parcel immediately north of the Sewer District No. 3 lagoons. Presuming this parcel developed residential with an average of 2.5 houses per acre would equate to approximately 142 future homes that could participate in the cost of the sewer. Conversely, this creates a potentially unfair increased property value advantage as well as financial burden to the current property owner.

Option B, if approved by KDHE, provides a fast track project solution that resolves the sanitary needs of Sewer District No. 3 and the new Basehor Middle School. This solution is simplistic in that very few easements are anticipated and property acquisition will not likely be necessary. The maintenance costs for this solution are approximately 25 percent higher than Option A. Construction challenges for this solution include maneuvering the force main around the existing utilities, which include a 16-inch water main, in the County Route 2 right of way. The long term challenges with this option relate to the maintenance of the force main being located in Leavenworth County right of way and the susceptibility of being disturbed as this corridor develops and potentially widens.

The summation of the initial construction costs and life cycle cost for Options A and B are \$1,172,642.95 and \$1,197,058.26 respectively (difference of \$24,415.30). The initial purpose of investigating Option B was to determine if there were significant cost savings with an alternate alignment. With construction and maintenance costs being similar, the easement acquisition will be pivotal in determining the most cost effective solution. Option A will require easement acquisition for all of the gravity line and majority of the force main. Meanwhile Option B may require minimal easements depending on location of existing utilities.

If the property owners give up easements freely, Option A is recommended as it will provide the best future return on investment.

Sincerely,



Matt Henderson, PE

McAFEE HENDERSON SOLUTIONS, INC.

Sewer District 3 Engineer's Estimate of Probable Construction Costs - Option A Leavenworth County, Kansas					
MHS Proj. No. 2008.044					07/22/09
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
GENERAL					
1	Mobilization	LS	1	\$15,000.00	15,000.00
2	Clearing and Grubbing	LS	1	\$10,000.00	10,000.00
3	Construction Staking	LS	1	\$7,500.00	7,500.00
SUBTOTAL - GENERAL					32,500.00
PUBLIC SANITARY SEWER IMPROVEMENTS					
4	10" PVC (SDR-35)	LF	3,250	\$30.00	97,500.00
5	8" PVC Stub	EA	9	\$250.00	2,250.00
6	18-inch Steel Casing Pipe	LF	80	\$210.00	16,800.00
7	12-inch Casing Pipe	LF	60	\$180.00	10,800.00
8	12'-14' Trenching and Backfill	LF	2,750	\$20.00	55,000.00
9	14'-16' Trenching and Backfill	LF	500	\$22.00	11,000.00
10	Rock Excavation - 5ft average depth	LF	850	\$30.00	25,500.00
11	4-ft Diameter Standard Manhole	EA	14	\$2,750.00	38,500.00
12	Extra Depth Manholes (over 8' Deep)	VF	100	\$108.00	10,800.00
13	Headworks Modification at Lagoon	EA	1	\$5,000.00	5,000.00
14	5-ft Diameter Wet Well	EA	1	\$7,500.00	7,500.00
15	Smith & Loveless Pump Station & Apparatus - 15 hp	EA	1	\$75,000.00	75,000.00
16	8" Class 200 PVC Forcemain (including bends & fittings)	LF	3,900	\$29.00	113,100.00
17	Directional Boring	LF	400	\$65.00	26,000.00
18	Concrete Encasement	LF	80	75.00	6,000.00
19	Air/Vacuum Release Manhole & Apparatus	EA	3	\$3,500.00	10,500.00
20	Asphalt Trail Replacement	LF	150	\$40.00	6,000.00
21	Upsize Pinehurst Lift Station Impellers	EA	1	\$22,000.00	22,000.00
22	Connect to Pinehurst Lift Station	EA	1	\$2,750.00	2,750.00
23	Seed, Fertilize, and Mulch	AC	8	\$2,250.00	18,000.00
24	Fence Replacement	LF	200	\$15.00	3,000.00
25	Erosion Control	LF	3,000	\$5.00	15,000.00
26	Tree Replacement	EA	20	\$400.00	8,000.00
27	Traffic Control	LS	1	\$7,500.00	7,500.00
28	Lagoon Decommissioning	LS	1	\$80,000.00	80,000.00
29	Power - Extension of 3-Phase from 158th	LF	2,300	\$28.00	64,400.00
SUBTOTAL - PUBLIC SANITARY SEWER IMPROVEMENTS					737,900.00
TOTAL - GENERAL					
					770,400.00
Contingency (10%)					77,040.00
TOTAL PROJECT COST					847,440.00

Assumptions:

- Rock excavation estimated for 25% length of gravity pipe at 5-ft average depth
- Easement width of 20-ft for entire length of force main and 30-ft width for gravity

Permanant easement cost per acre of land	AC	4.03	\$20,000.00	80,600.00
Temporary Easement cost per acre of land	AC	4.03	\$5,000.00	20,150.00

Sewer District 3
Engineer's Estimate of Probable Construction Costs - Option B
Leavenworth County, Kansas

Attachment B

MHS Proj. No. 2008.044

07/22/09

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
GENERAL					
1	Mobilization	LS	1	\$13,000.00	13,000.00
2	Construction Staking	LS	1	\$5,750.00	5,750.00
SUBTOTAL - GENERAL					18,750.00
PUBLIC SANITARY SEWER IMPROVEMENTS					
3	8" Class 200 PVC Forcemain (including bends & fittings)	LF	11,500	\$29.00	333,500.00
4	12" SDR 26 -Gravity Sewer	LF	20	\$70.00	1,400.00
5	Air/Vacuum Release Manhole & Apparatus	EACH	4	\$3,750.00	15,000.00
6	5' Diameter Wet Well	EACH	1	\$7,500.00	7,500.00
7	Odor Control	LS	1	\$3,500.00	3,500.00
8	Smith and Loveless Pump Station and Apparatus - 30 hp	EACH	1	\$75,000.00	85,000.00
9	Connect To Exist MH	EACH	1	\$2,250.00	2,250.00
10	Head-Works Modification at Lagoon	EACH	1	\$5,000.00	5,000.00
11	12" Steel Casing Road Bore	LF	290	\$180.00	52,200.00
12	6" Asphalt Driveway Repair	SY	200	\$50.00	10,000.00
13	Concrete Encasement	LF	200	\$75.00	15,000.00
14	Traffic Control	LS	1	\$3,500.00	3,500.00
15	Lagoon Decommissioning	LS	1	\$80,000.00	80,000.00
16	Seed, fertilize, and mulch	AC	10	\$2,250.00	22,500.00
17	Erosion Control	LF	4,600	\$5.00	23,000.00
18	Fencing	LF	1,725	\$10.00	17,250.00
19	Power - Extension of 3-Phase from 157th Terrace	LF	950	\$28.00	26,600.00
SUBTOTAL - PUBLIC SANITARY SEWER IMPROVEMENTS					703,200.00
SUBTOTAL CONSTRUCTION					721,950.00
Contingency (10%)					72,195.00
TOTAL PROJECT COST					794,145.00

Assumptions:

- Road Bore Length of 50 feet on Minor Street and 80 feet on Arterial Street
- Driveway Replacement Length of 18 Feet and Trench Width of 10 Feet per Replacement

Sewer District No. 3 Economic Cost Effectiveness Analysis Model

TABULATION OF LIFE CYCLE COST COMPONENTS

Engineer's Opinion of Probable Costs

Study Period 30 Years with 3% Annual Inflation

Item Description	Option A - Gravity to Evans Road		Option B - 158th Street Force Main Route	
	Unit Cost	Frequency Over 30 Yrs	Unit Cost	Frequency Over 30 Yrs
1 Initial Construction Costs			\$ 847,440.00	
2 Gravity Line Maintenance - 3,250 LF of 10-inch main				
3 Line Flushing & Video Inspection every 5 years	\$ 4,160.00 each	6	\$ 43,215.37	
4 5 Manhole Repairs every 30 years	\$ 1,200.00 each	1	\$ 14,563.57	
5 Point Repair - 1 per 5,000 LF every 15 years	\$ 1,750.00 each	2	\$ 6,974.15	
6 Subtotal Gravity Line Maintenance			\$ 64,753.09	
7 Lift Station				
8 Pump Replacement every 15 Years	15 hp Pump \$ 15,000.00 each	2	\$ 59,778.45	30 hp Pump 25,000.00
9 Two man crew weekly inspection	\$ 1,750.00 per yr	30	\$ 85,754.69	\$ 1,750.00
10 Breakdowns & Repairs - Maintenance Hours every 5 yrs	\$ 3,500.00 each	6	\$ 36,359.08	\$ 3,500.00
11 Annual Power Cost	\$ 500.00 per yr	30	\$ 24,501.39	\$ 775.00
12 Annual Telemetry Controls Monitoring Fees	\$ 480.00 per yr	30	\$ 1,957.67	\$ 480.00
13 Subtotal Lift Station Maintenance			\$ 208,351.28	
14 Air Release Valve Replacement every 5 Years	3 Air Release Valve \$ 525.00	10	\$ 16,361.59	4 Air Release Valves \$ 525.00
15				10 \$ 21,815.45
16 Force Main				
17 1 Break per 5,000 LF every 4 Years	3,500 LF of Force Main \$ 4,000.00 each	7.5	\$ 35,736.99	11,500 LF of Force Main \$ 4,000.00
18 Total O & M Cost			\$ 325,202.95	
19 Total Construction and O & M Cost			\$ 1,172,642.95	
				\$ 794,145.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ 99,630.75
				\$ 85,751.69
				\$ 36,359.08
				\$ 39,977.08
				\$ 1,957.67
				\$ 263,676.27



EXHIBIT E

KWPCRF or KPWSLF OUTLAY REPORT AND REQUEST FOR DISBURSEMENT (See Instructions)	1. AGENCY TO WHICH THIS REPORT IS SUBMITTED: KDHE - BUREAU OF WATER	2. KDHE PROJECT NUMBER ASSIGNED
	MUNICIPAL PROGRAMS SECTION OR PUBLIC WATER SUPPLY SECTION	KWPCRF PROJECT # C20-1767-01 KPWSLF PROJECT # _____
3. TYPE OF REQUEST: FINAL _____ PARTIAL <u>X</u>	4. PAYMENT REQUEST NUMBER # 10	5. PERIOD COVERED BY THIS REPORT FROM (Mo, day, year) TO (Mo, day, year) 06/30/09-07/20/09

6. RECIPIENT ORGANIZATION INFORMATION	7. FEIN NUMBER: 48-0732879
NAME : City of Basehor	
NO. & STREET : 2620 N 155th Street	
CITY : Basehor	
STATE AND ZIP CODE: Kansas, 66007	

8. TO: THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, ACTING ON BEHALF OF THE STATE OF KANSAS UNDER THE LOAN AGREEMENT EFFECTIVE AS OF 09/17/2008, BETWEEN KDHE AND the City of Basehor.
The undersigned hereby requests that the following amounts be paid to the following payees for the following Project Costs as defined in said Agreement:

CLASSIFICATION	(a) Total amount requested	(b) Payee	(c) Description	Total Approved (KDHE use only)
a. Administrative expense				See KDHE Attached Sheet or Reverse Side
b. Preliminary expense (Planning and Design)				
c. Land, structures, right-of-way (Not allowable)				
d. Architectural engineering basic fees	\$35,475.95	Burns & McDonnell		
e. Other architectural engineering fees				
f. Project inspection fees				
g. Construction and project improvement cost	\$502,070.03	CAS Construction LLC	Materials/Construction	
h. Equipment (By Separate Contract)				
i. Miscellaneous cost				
j. Total cumulative to date (sum of lines a thru i)	\$537,545.98			
k. Deductions for program income				
l. Net cumulative to date (Line j minus line k)	\$537,545.98			
m. Disbursements Paid to Date				
n. Amount due this Request (Line l minus Line m)	\$537,545.98			
o. Percentage of physical completion of project	78%			

9. CERTIFICATION: I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due to the persons whose names and addresses are stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction, improvement, repair, rehabilitation or extension of the Wastewater Treatment Works or the Water Supply/Treatment/Distribution Works; (iii) all representations made in the Agreement remain true as of the date of this request; and (iv) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

a. RECIPIENT:	b. KDHE Representative Certifying to line 8.n.
City of Basehor	Rodney R. Geisler or David F. Waldo
Signature of Authorized Certifying Official	Signature of Authorized Certifying Official See KDHE Attached Sheet or Reverse Side
Typed or Printed Name and Title Terry Hill, Mayor	Typed or Printed Name and Title Chief, Municipal Programs Section or Public Water Supply
Date Submitted	Telephone (Area Code, number & ext.)
7/29/2009	913-724-1370 ext. 23
Date Approved	Telephone (Area Code, number & ext.)
	785-296-5527 or 296-5503

*** AMOUNT ROUNDED DOWN TO NEAREST WHOLE DOLLAR PER KWPCRF PROGRAM REQUIREMENT.**

Pay Application # 9 Recap

Item		This period	Percent	
3	Project photos	720.00	77	
12	Site backfill	6,000.00	65	
32	SC #1	10,082.50	95	
36	SC #2 misc metal	2,242.25	95	
37	SC #2 paint	13,147.50	90	
38	SC #2 electrical	4,468.42	45	Includes stored material
45	Carousel radial walls	6,738.75	100	
47	Carousel backfill	2,600.00	10	
49	Carousel Equip/Install	168,589.00	85	Includes stored material
52	Carousel paint	4,400.00	95	
53	Carousel electrical	1,893.49	44	Includes stored material
63	Anoxic basin equipment	23,766.00	88	Includes stored material
72	Anaerobic equipment	34,083.00	92	Includes stored material
80	Yard - set gear	29,430.39	50	
91	Influent flow meter	8,214.30	45	
95	Lift Sta. plug & brace	7,250.00	100	Included in chem feed deletion; credit in CO-2
97	Lift Sta. concrete	12,835.00	90	
101	Chem Feed equipment	57,250.00	100	Included in chem feed deletion; credit in CO-2
105	Lift Sta. electrical	27,115.64	62	
110	Headworks equipment	55,875.00	68	Includes stored material
112	Doors- plant	1,121.00	100	
114	Electrical (headwrks)	3,050.00	75	
119	UV set equipment	4,850.00	100	
146	Site concrete	1,298.00	60	
149	Handholds/ductbanks	7,850.80	76	
150	Site wire & terminate	2,198.99	13	Includes stored material
155	Demobilization	<u>5,000.00</u>	30	
	Total complete & stored	502,070.03		
	Retention	<u>0.00</u>		
	Total this Application	502,070.03		
	Original Contract	4,933,000.00		
	Change Order	<u>-51,036.69</u>		
	Contract to date	4,881,963.31		
	Total complete to date	3,793,529.98		
	% complete	77.71%		

Application and Certificate For Payment

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

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

Contract For:

Application No: 9 Date: 07/20/2009
Period To: 07/20/09
Engineer's Project No:
Contract Date: 09/15/08

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	2,110.76	-53,147.45
Change orders approved this month		
Totals		
Net change by change orders		-51,036.69

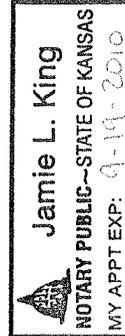
Original contract sum	4,933,000.00
Net change by change orders	-51,036.69
Contract sum to date	4,881,963.31
Total completed and stored to date	3,793,529.98
Retainage	
6.9% of completed work	244,098.17
0.0% of stored material	0.00
Total retainage	244,098.17
Total earned less retainage	3,549,431.81
Less previous certificates of payment	3,047,361.78
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	502,070.03
Balance to finish, including retainage	1,332,531.50

I, undersigned Contractor certify 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: *[Signature]* Date: 24 June 2009

State of: KANSAS County of: SHAWNEE

Subscribed and sworn to before me this 21st day of July, 2009 (year). Notary public: *[Signature]*
Commission expires 9-19-2010



Engineer's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising a 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: *[Signature]* Date: 7-22-2009

OWNER'S APPROVAL

By: *[Signature]* Date: 7-23-09

Application and Certificate For Payment -- page 2

Owner: CITY OF BASEHOR, KANSAS
 Contractor: CAS CONSTRUCTION, LLC
 Project: WWTP Expansion, Basehor

Application No: 9
 Contractor's Job Number: 424
 Engineer's Project No:

Period To: 07/20/09

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
1	Bonds/Insurances/Prime & Sub	87,375.00	87,375.00	0.00	0.00	87,375.00	100.00	0.00	5,993.93	
2	Mobilization	112,340.00	112,340.00	0.00	0.00	112,340.00	100.00	0.00	7,706.52	
3	Video/Photos	9,000.00	6,210.00	720.00	0.00	6,930.00	77.00	2,070.00	475.40	
4	***PRELIM/SITE PREP & FINISH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5	Relocate Scum Line	11,345.00	11,345.00	0.00	0.00	11,345.00	100.00	0.00	778.27	
6	Sitework Mobilization	12,200.00	12,200.00	0.00	0.00	12,200.00	100.00	0.00	836.92	
7	Strip/Stockpile/Mass Excavate	92,675.00	74,140.00	0.00	0.00	74,140.00	80.00	18,535.00	5,086.00	
8	Erosion Control	19,725.00	16,766.25	0.00	0.00	16,766.25	85.00	2,958.75	1,150.16	
9	Unit Price:Subgrade/Chip Seal	21,000.00	0.00	0.00	0.00	0.00	0.00	21,000.00	0.00	
0	***EXCAVATIONS/BACKFILL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1	Structural Excavation	87,000.00	82,650.00	0.00	0.00	82,650.00	95.00	4,350.00	5,669.79	
2	Backfill	40,000.00	20,000.00	6,000.00	0.00	26,000.00	65.00	14,000.00	1,783.60	
3	Unit Price:Structural Over Exc	14,000.00	0.00	0.00	0.00	0.00	0.00	14,000.00	0.00	
4	Unit Price:OverExcavation	16,000.00	4,560.00	0.00	0.00	4,560.00	28.50	11,440.00	312.82	
5	***SECONDARY CLARIFIER COMPLEX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6	Final Excavate Clarif Complex	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	754.60	
7	Subgrade Prep SC1	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00	0.00	288.12	
8	FRP Cone/Pipe SC1	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00	0.00	1,474.90	
9	Subgrade Prep SC2	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00	0.00	288.12	
10	FRP Cone/Pipe SC2	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00	0.00	1,474.90	
11	FRP SC1 Slab	53,125.00	53,125.00	0.00	0.00	53,125.00	100.00	0.00	3,644.38	
12	FRP SC2 Slab	53,125.00	53,125.00	0.00	0.00	53,125.00	100.00	0.00	3,644.38	
13	FRP SC1 Walls	81,750.00	81,750.00	0.00	0.00	81,750.00	100.00	0.00	5,608.05	
14	FRP SC1 Trough/Walls/Hub	52,950.00	52,950.00	0.00	0.00	52,950.00	100.00	0.00	3,632.37	
15	FRP SC2 Walls	81,750.00	81,750.00	0.00	0.00	81,750.00	100.00	0.00	5,608.05	
16	FRP SC2 Trough/Walls/Hub	52,950.00	52,950.00	0.00	0.00	52,950.00	100.00	0.00	3,632.37	
17	FRP Splitter	17,650.00	17,650.00	0.00	0.00	17,650.00	100.00	0.00	1,210.79	
18	Gates at Splitter	42,000.00	41,447.00	0.00	0.00	41,447.00	98.68	553.00	2,843.26	
19	Piping SC1	16,350.00	16,350.00	0.00	0.00	16,350.00	100.00	0.00	1,121.61	
20	Piping SC2	16,350.00	16,350.00	0.00	0.00	16,350.00	100.00	0.00	1,121.61	
21	Backfill	23,875.00	23,875.00	0.00	0.00	23,875.00	100.00	0.00	1,637.83	
22	Equipment/Installation SC1	142,450.00	125,245.00	10,082.50	0.00	135,327.50	95.00	7,122.50	9,283.47	

Application and Certificate For Payment -- page 4

to Owner: CITY OF BASEHOR, KANSAS
 from (Contractor): CAS CONSTRUCTION, LLC
 project: WWTP Expansion, Basehor

Application No: 9
 Contractor's Job Number: 424
 Engineer's Project No:

Date: 07/20/09

Period To: 07/20/09

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
65	Electrical	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00	
66	Misc Metal	12,000.00	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00	
67	Tie In	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	
68	***ANAEROBIC BASIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
69	Excavate Anerobic Basin	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00	0.00	514.50	
70	FRP Slab	24,300.00	24,300.00	0.00	0.00	24,300.00	100.00	0.00	1,666.98	
71	FRP Walls	34,800.00	34,800.00	0.00	0.00	34,800.00	100.00	0.00	2,387.28	
72	Set Equipment	37,000.00	0.00	22,200.00	11,883.00	34,083.00	92.12	2,917.00	1,522.92	
73	Mixer Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
74	Electrical	25,000.00	1,250.00	0.00	0.00	1,250.00	5.00	23,750.00	85.75	
75	Misc Metal	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00	
76	Tie In	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	
77	***YARD ELECTRICAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
78	FRP Foundations	4,600.00	4,600.00	0.00	0.00	4,600.00	100.00	0.00	315.56	
79	Set Buildings	116,000.00	104,400.00	0.00	0.00	104,400.00	90.00	11,600.00	7,161.84	
80	Set Gear	140,580.00	40,859.61	29,430.39	0.00	70,290.00	50.00	70,290.00	4,821.89	
81	Terminations	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00	
82	HVAC	27,650.00	0.00	0.00	0.00	0.00	0.00	27,650.00	0.00	
83	Test/Startup	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	
84	***YARD PIPING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
85	6" Line Work	9,875.00	9,381.25	0.00	0.00	9,381.25	95.00	493.75	643.55	
86	8" Line Work	15,650.00	14,867.50	0.00	0.00	14,867.50	95.00	782.50	1,019.91	
87	12" Line Work	32,125.00	32,125.00	0.00	0.00	32,125.00	100.00	0.00	2,203.78	
88	16" Line Work	38,000.00	30,400.00	0.00	0.00	30,400.00	80.00	7,600.00	2,085.44	
89	20" Line Work	73,450.00	58,760.00	0.00	0.00	58,760.00	80.00	14,690.00	4,030.94	
90	Site Water/Hydrants	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	0.00	
91	Influent Flow Meter	18,254.00	0.00	8,214.30	0.00	8,214.30	45.00	10,039.70	563.50	
92	***163 ST. LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
93	Demo	5,000.00	3,750.00	0.00	0.00	3,750.00	75.00	1,250.00	257.25	
94	Set Manhole/18" Line	52,350.00	52,350.00	0.00	0.00	52,350.00	100.00	0.00	3,591.21	
95	Plug/Brace	7,250.00	0.00	7,250.00	0.00	7,250.00	100.00	0.00	497.35	
96	Excavate	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00	0.00	377.30	

Application and Certificate For Payment -- page 5

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

Application No: 9 Date: 07/20/09 Period To: 07/20/09
 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						
997	Concrete	15,100.00	755.00	12,835.00	0.00	13,590.00	90.00	1,510.00	932.27	
998	Place Vault	10,260.00	0.00	0.00	0.00	0.00	0.00	10,260.00	0.00	
999	Linework	9,350.00	9,350.00	0.00	0.00	9,350.00	100.00	0.00	641.41	
100	Tie Ins/Backfill	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	480.20	
101	Chem Feed Equipment	57,250.00	0.00	57,250.00	0.00	57,250.00	100.00	0.00	3,927.35	
102	Generator Pad	2,750.00	2,750.00	0.00	0.00	2,750.00	100.00	0.00	188.65	
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	7,500.00	0.00	0.00	7,500.00	100.00	0.00	514.50	
105	Electrical	67,340.00	14,635.16	27,115.64	0.00	41,750.80	62.00	25,589.20	2,864.10	
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	8,500.00	0.00	0.00	8,500.00	50.00	8,500.00	583.10	
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	0.00	0.00	
111	Headworks Equipment	0.00	0.00	0.00	0.00	55,875.00	67.73	26,625.00	0.00	
112	New Partition/Door	11,210.00	10,089.00	1,121.00	0.00	11,210.00	100.00	0.00	769.01	
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	42,700.00	3,050.00	0.00	45,750.00	75.00	15,250.00	3,138.45	
115	Paint	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
116	HVAC	11,500.00	9,200.00	0.00	0.00	9,200.00	80.00	2,300.00	631.12	
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	24,250.00	19,400.00	4,850.00	0.00	24,250.00	100.00	0.00	1,663.55	
120	UV Equipment	110,250.00	110,250.00	0.00	0.00	110,250.00	100.00	0.00	7,563.15	
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	1,850.00	0.00	0.00	1,850.00	100.00	0.00	126.91	
124	Install Pump	37,450.00	37,450.00	0.00	0.00	37,450.00	100.00	0.00	2,569.07	
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	6,562.50	0.00	0.00	6,562.50	75.00	2,187.50	450.19	
127	Electrical	20,000.00	16,000.00	0.00	0.00	16,000.00	80.00	4,000.00	1,097.60	
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: 9
 Contractor's Job Number: 424
 Engineer's Project No:

Date: 07/20/09

Period To: 07/20/09

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
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	2,256.00	0.00	0.00	2,256.00	100.00	0.00	154.76	
131	Install Pump	47,560.00	39,780.00	0.00	0.00	39,780.00	83.64	7,780.00	2,728.91	
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	1,903.50	0.00	0.00	1,903.50	30.00	4,441.50	130.58	
134	Electrical	7,100.00	3,550.00	0.00	0.00	3,550.00	50.00	3,550.00	243.53	
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	0.00	0.00	
38	Concrete	2,450.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00	
39	New Partitions/Doors	2,875.00	0.00	0.00	0.00	0.00	0.00	2,450.00	0.00	
40	New Countertop/Fixtures	8,990.00	0.00	0.00	0.00	0.00	0.00	2,875.00	0.00	
41	Arch Finishes	32,450.00	0.00	0.00	0.00	0.00	0.00	8,990.00	0.00	
42	Lab Equipment	19,450.00	0.00	0.00	0.00	0.00	0.00	32,450.00	0.00	
43	Electrical	38,750.00	29,494.17	0.00	0.00	29,494.17	76.11	9,255.83	2,023.30	
44	HVAC/Plumbing	22,450.00	4,490.00	0.00	0.00	4,490.00	20.00	17,960.00	308.01	
45	***SITE CONCRETE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
46	Landings	3,245.00	649.00	1,298.00	0.00	1,947.00	60.00	1,298.00	133.56	
47	Light Pole Bases	2,250.00	0.00	0.00	0.00	0.00	0.00	2,250.00	0.00	
48	Bollards	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00	
49	Handholes/Ductbank	92,500.00	62,449.20	7,850.80	0.00	70,300.00	76.00	22,200.00	4,822.58	
50	Wire/Terminate	55,000.00	4,950.00	0.00	2,198.99	7,148.99	13.00	47,851.01	339.57	
51	Final Site Grade	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	
52	Fly Ash Plant Road #1	52,000.00	0.00	0.00	0.00	0.00	0.00	52,000.00	0.00	
53	Rock Parking Area	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	
54	HDPE Culverts/Rip Rap	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	
55	Demobilization	25,000.00	2,500.00	5,000.00	0.00	7,500.00	30.00	17,500.00	514.50	
56	Owner Change Order #1	2,110.76	0.00	0.00	0.00	0.00	0.00	2,110.76	0.00	
57	Owner Change Order #2	-53,147.45	0.00	0.00	0.00	0.00	0.00	-53,147.45	324.97	
Application Total		4,881,963.31	3,291,459.95	262,085.13	239,984.90	3,793,529.98	77.71	1,088,433.33	244,098.17	



Kusters Zima Corporation

Waste Tech Division

1275 E. Belvidere Rd, Ste. 200 Grayslake, IL 60030

Phone: (847) 986-2735 Fax: (847) 986-2755 Email: sales@wastetechinc.com

Make Checks Payable to : Kusters Zima Corporation

Remit to : P.O. Box 6128 Spartanburg, SC 29304

Ph: (864) 576-0660 Fax: (864) 587-5757

PAGE 1

SOLD TO	SHIP TO
CAS CONSTRUCTION P.O. BOX 8270 TOPEKA, KS 66608-8270 USA	CAS CONSTRUCTION BASEHOR WWTP EXP. & UPGRADE 2300 N. 158TH ST. BASEHOR, KS

INVOICE NUMBER: 42820 INVOICE DATE: 06/30/2009

CUSTOMER NO.	CUSTOMER P.O. NUMBER	DATE SHIPPED	SHIPPED VIA
139303	424-2-11-1140	06/26/2009	FLATBED, Freight: Billed

WT ORDER NO.	PRODUCT CODE	TERMS
WT51501	2111011	Net 30

PART NO.	DESCRIPTION	U.M.	QUANTITY		UNIT PRICE	AMOUNT
			SHIP	B/O		
WO WT51501/1	ENGINEERING LABOR		1		\$0.00	\$0.00
WO WT51501/2	FSM GRIT DEWATERING SHAFTED CONTROLS		1		\$50,375.00	\$50,375.00
			1		\$0.00	\$0.00
	SUB TOTAL					\$50,375.00
	FREIGHT CHARGES					\$5,500.00
	TOTAL AMOUNT DUE (US DOLLAR)					\$55,875.00

MAKE CHECKS PAYABLE TO:
KUSTERS ZIMA CORP.
PO BOX 6128
SPARTANBURG, SC 29304

POST ⑥
G/L ACCT _____ PHASE _____ AMT _____
211140 55,875.00

LINE 110

424- Grit Removal Equip Pay Req 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

BANK WIRING INFORMATION
Kusters Zima Corporation
BANK: BB&T Bank, Spartanburg, SC
ACCT NO.: 0005221829710
ABA: 053201607
SWIFT BRBTUS33



WATER TECHNOLOGIES

Eimco Water Technologies
4255 Lake Park Blvd
Salt Lake City, Utah 84120
Phone: (801)931-3000
Fax: (801)931-3100

REMIT TO VIA CHECK

Eimco Water Technologies
P.O. Box 673076
Detroit, MI 48267-3076

REMIT TO VIA WIRE

Comerica Bank
500 Woodward Avenue
Detroit, MI 48226
Account #: 1851855104
Routing #: 072000096
SWIFT: MNBDUS33
Telex: 3772134 MNB INTL DET

AGL COMPANY

Invoice No.

8450614

Page: 1 of 1
Date: 06/18/2009

B 19295
I CAS CONSTRUCTION INC.
L P O BOX 8270
L TOPEKA KS 66608-0270
USA
T
O

S 6
H CAS Construction
I Basehor KS WWTP
P 15618 Parallel Parkway
Basehor KS 66007
T USA
O

Eimco Water Technologies Order		Customer PO	Ship Via		Terms	Currency:	
CSW0000404		2-11-1190	Freight Allowed		Net 30 Days	USD	
LN#	Item/Description	Qty Ord	Qty Shipped	Qty B/O	U/M	Unit Price	Extended Price

2	CSW0000404-02	1.00	1.00	0.00	LOT	178,249.0000	178,249.00
---	---------------	------	------	------	-----	--------------	------------

FOB Shipping point, with freight allowed to jobsite; Prepaid

TERMS

90% net cash upon shipment of major equipment items; 10% retention until completion of erection & operational or beneficial occupancy has occurred. In no event shall retention be held beyond 180 days after completion of shipment.

MARK SHIPMENT WITH CUSTOMER

P.O. No. 2-11-1190

NOTES

Vendors: 48hr notice prior to shipping
Carriers: 24hr notice prior to delivery
Contact: Mike Hafling - 785-270-1135

ROUTE _____ BACKUP _____ POST (L)
 G/L ACCT _____ PHASE _____ AMT
 _____ 178,249.

ers pay Req A

ORIGINAL

LINE 049 - \$142,600.00
 LINE 063 - \$23,766.00
 LINE 072 - \$11,883.00
 TOTAL = \$178,249.00

Sales Amount	178,249.00
Misc Charges	0.00
Freight	0.00
Sales Tax	0.00
Sales Tax	0.00
Prepaid Amount	0.00
Total	178,249.00

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7, & 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF. MATERIAL RETURN POLICY: WRITTEN AUTHORIZATION IS REQUIRED FOR ALL RETURNED MATERIAL. MATERIAL MUST BE RETURNED F.O.B. TO OUR PLANT OF ORIGIN.

AMERICAN ELECTRIC
 4818 S.W. TOPEKA BLVD
 TOPEKA, KS 66609
 785-862-6626 785-862-6405 FAX

INVOICE

PAGE 001 OF 001

INVOICE NO. 8795-456172	INVOICE DATE 07/07/09
PLEASE SHOW INVOICE NO. AND REMIT TO:	
CONSOLIDATED ELECTRIC P.O. BOX 978 COLUMBIA, MO 65205	

ST
#7

SOLD TO: DAVIN ELECTRIC INC
 %BASEHOR WWTP EXPANSION
 2131 NE GRANTVILLE RD
 TOPEKA
 KS 66608 USA

SHIP TO: DAVIN ELECTRIC
 BASEHOR WWTP
 15618 PARALLEL PKWY
 BASEHOR
 KS 66007 USA

ACCOUNT NO. 94-25812	JOB NAME AND ADDRESS	CUSTOMER ORDER NO. 08022	
SALESPERSON WH	SHIPPING INFORMATION Prepaid	SHIP VIA Common Carrier	SHIP DATE 07/01/09

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	QTY SHIPPED	PRICE	PER DISC.	EXTENSION	C/D	TOTAL YTD
15	ROB PRFS2	3/4 1G PVC-CT FS BOX	15	34.82	E N	522.30		clarifier
200	ROB PRHCONDUIT-3/4	RDG PVC-CTD	200	343.42	C N	686.84		clarifier
100	ROB PRHCONDUIT1	RDG PVC-CTD 1-IN	100	444.60	C N	444.60		Basin
80	ROB PRHELB2X90	90D 2-IN PVC ELL	80	2748.74	C N	2198.99		Ductbank
10	ROB PR5334	1-IN SEALTITE STR CONN	10	38.94	E N	389.40		Basin
4	ROB PR5354	1-IN SEALTITE 90D CONN	4	60.30	E N	241.20		clarifier
25	ROB PR5333	3/4 SEALTITE STR CONN	25	32.49	E N	812.25		Basin
8	ROB PR5353	3/4 SEALTITE 90D CONN	8	39.76	E N	318.08		clarifier
1	ROB FREIGHT		1	247.24	E N	247.24		← Basin

Vendor # Amero22
 Cost Code 050110 Frt.
020100 misc
 G.L. Code 4210 4110
 % Retainage _____

LINE 038 \$ 1768.92
 LINE 053 \$ 1893.49
 LINE 150 \$ 2198.99

Randy _____
 Brett BC
 Bobbi BM

TOTAL \$ 5860.90

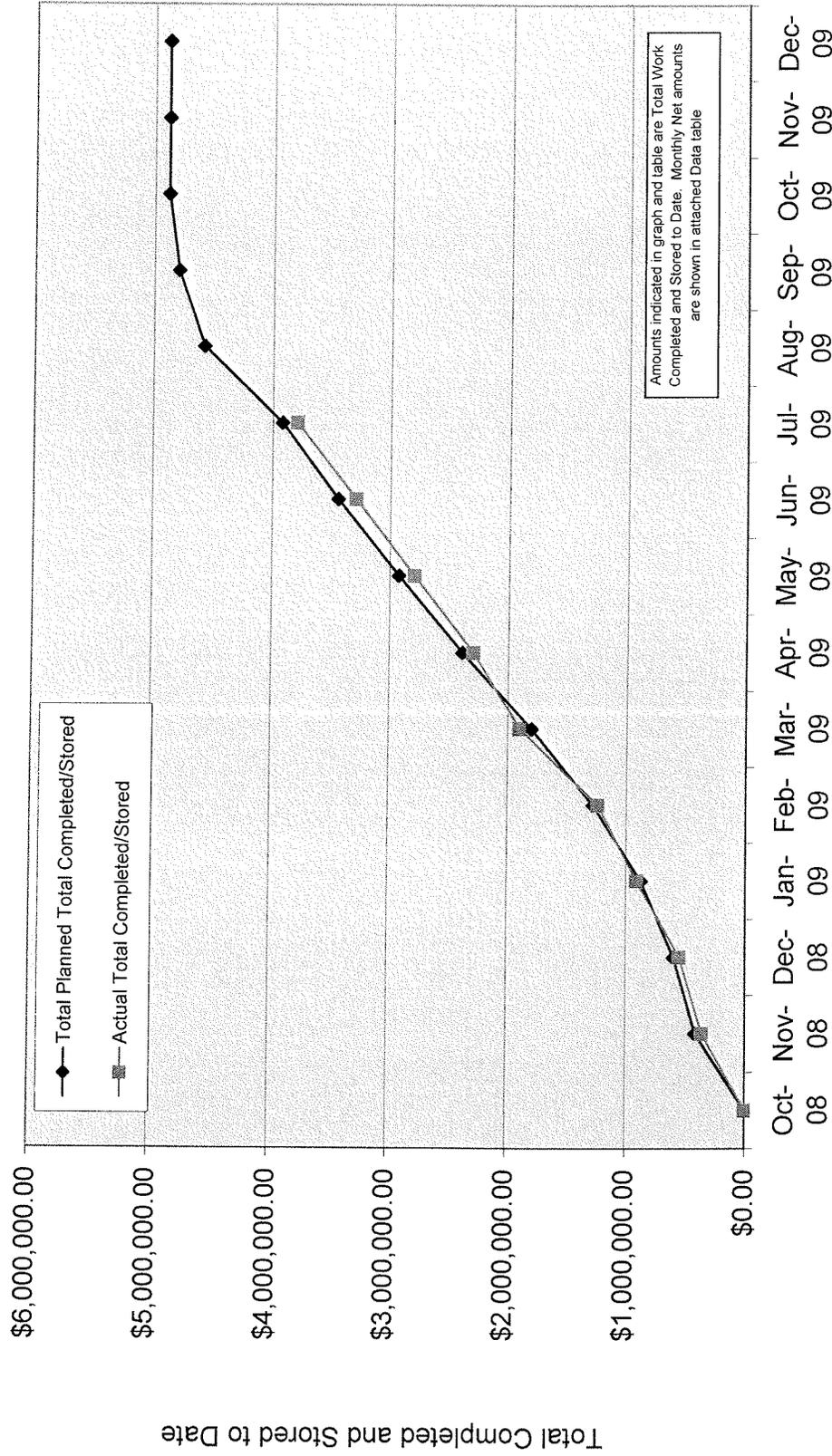
TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. OUR STANDARD TERMS AND CONDITIONS APPLY TO THIS SALE.	CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.	MERCHANDISE SALES TAX .00% SHIPPING CHARGE	5860.90 .00 .00
	Net Payment is due by the 15th of the month following purchase	TOTAL DUE	5860.90

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	7.5%
\$603,057.24	2	December	\$184,171.61	\$18,417.16	\$60,305.72	\$165,754.45	\$170,911.80	\$654,698.02	11.4%
\$880,045.69	3	January	\$276,988.45	\$27,698.85	\$88,004.57	\$249,289.61	\$323,721.59	\$914,388.68	18.7%
\$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	25.5%
\$1,800,383.34	5	March	\$519,085.03	\$51,908.50	\$180,038.33	\$467,176.53	\$690,887.57	\$1,900,596.72	38.9%
\$2,387,592.96	6	April	\$587,209.62	\$41,611.67	\$221,650.00	\$545,597.95	\$355,944.42	\$2,296,090.52	47.0%
\$2,927,390.56	7	May	\$539,797.60	\$22,448.17	\$244,098.17	\$517,349.43	\$486,120.08	\$2,796,699.72	57.3%
\$3,441,889.51	8	June	\$514,498.95	\$0.00	\$244,098.17	\$514,498.95	\$494,760.03	\$3,291,459.75	67.4%
\$3,919,683.71	9	July	\$477,794.20	\$0.00	\$244,098.17	\$477,794.20	\$502,070.03	\$3,793,529.98	77.7%
\$4,576,920.24	10	August	\$657,236.53	\$0.00	\$244,098.17	\$657,236.53			
\$4,793,144.02	11	September	\$216,223.78	\$0.00	\$244,098.17	\$216,223.78			
\$4,881,963.31	12	October	\$88,819.29	\$0.00	\$244,098.17	\$88,819.29			
		Final				\$244,098.17			

Check totals \$4,881,963.31 \$4,881,963.31

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	\$603,057.24	\$554,696.02
Jan-09	\$890,045.69	\$1,244,054.9
Feb-09	\$1,281,296.3	\$1,900,596.7
Mar-09	\$1,800,383.3	\$2,296,090.5
Apr-09	\$2,387,592.9	\$2,796,696.7
May-09	\$2,927,390.5	\$3,291,459.7
Jun-09	\$3,441,889.5	\$3,793,529.9
Jul-09	\$3,919,663.7	\$4,296,090.5
Aug-09	\$4,576,920.2	\$4,793,144.0
Sep-09	\$4,793,144.0	\$4,881,963.3
Oct-09	\$4,881,963.3	\$4,881,963.3
Nov-09	\$4,881,963.3	\$4,881,963.3
Dec-09	\$4,881,963.3	\$4,881,963.3



CHANGE ORDER NO. 3

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:

1. Reduction of 163rd Street Lift Station generators, VFDs, and other electrical equipment. Deduction of \$13,204.22 to the Contract. See "Electrical Changes at 163rd St" documentation attached.
2. Shorten grit screw in Headworks Building and cut back concrete channel to fit. Cost change of \$0 to the Contract.
3. Fencing changes at WWTP site and Lift Station. Existing fence and gate modifications at WWTP site and relocation of lift station entry gate. Cost of \$1,069.60 to the Contract. See "Realign fence and move entrance gate" documentation attached.
4. Replace designed HVAC diffuser in Process Building with two smaller units. Cost of \$1,309.81 to the Contract. Reference "PCO #20" documentation attached.
5. Extension of existing Carrousel 16" effluent ten feet to planned tie-in point (tag 17). Cost of \$1,017.63 to the Contract. Reference "PCO #21" documentation attached.
6. Deletion of two half cabinets and one base cabinet in the laboratory. Deduction of \$277.84 to the Contract. See "Delete 2 half, and one base cabinet" documentation attached.
7. Credit of shipping and welding efforts for two clarifier columns by EIMCO. Deduction of \$2,000 to the Contract. See clarifier column e-mail dated 29 June 2009 attached.
8. Installation of grout-filled metal bump-out in new Carrousel basin. Cost of \$2,759.11 to the Contract. Reference "PCO #25" documentation attached.
9. Installation of mechanical joint sleeve in scum drain line between two clarifiers. Cost of \$362.99 to the Contract. Reference "PCO #26" documentation attached.
10. Installation of fabricated steps at clarifier walkway. Cost of \$408.47 to the Contract. Reference "PCO 24" documentation attached.

The modification noted above result in a **decrease of \$8,554.45** 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>-51,036.69</u>
Total net amount of all previous variable quantity adjustments.. (+ or -)	\$ _____
Total net amount of this Change Order (+ or -)	\$ <u>-8,554.45</u>
Current Contract Price Including this Change Order	\$ <u>4,873,408.86</u>



050106 Form CSD-46

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

Original Completion Date 31 October 2009
 Total net time adjustment of all previous Change Orders (+ or -) 0 days
 Total net time adjustment of this Change Order (+ or -) 0 days
 Current Completion Date including this Change Order 31 October 2009

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 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 _____
Date _____

By _____
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 : 23/Jul/09

PROJECT : Basehor WWTP
 REFERENCE : Electrical Changes at 163rd St
 DESCRIPTION :

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
Davin Electric / per attached breakdown	1	ls	\$-13,354.00			\$0.00	\$0.00
Credit from previous deducts							
Chem feed power feed			\$225.00				
Hoist power feed			\$375.00				
WORK SCOPE SUBTOTALS			-\$12,754.00			\$0.00	\$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		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	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	47.5%		\$0.00
TOTAL LABOR	-	-	\$0.00
TOTAL MATERIAL	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	-\$12,754.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0%		\$0.00
SUBTOTALS			
GENERAL CONTRACT	-	-	\$0.00
SUBCONTRACTORS	-	-	-\$12,754.00
SUBTOTAL			-\$12,754.00
CAS INSURANCE	2%		-\$255.08
SUBTOTAL			-\$13,009.08
OVERHEAD	0%		\$0.00
SUBTOTAL			-\$13,009.08
PROFIT ON CAS SELF PERFORM	0%		\$0.00
PROFIT ON SUBCONTRACTOR WORK	0%		\$0.00
SUBTOTAL			-\$13,009.08
CAS BOND	1.5%		-\$195.14
TOTAL THIS CHANGE			-\$13,204.22

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

Change Order Proposal No.: 2
Project: Basehor WTP
Description of Change: Changes to 163rd Street Lift Station
Cost Breakdown:

MATERIAL:

<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST</u>
1" PVC	-30		\$ 0.33	\$ (9.90)
1" PVC Coated 90 Deg Elbow	-2		\$ 14.95	\$ (29.90)
#12 THHN Stranded Copper	-150		\$ 0.20	\$ (30.00)
3" PVC	-60		\$ 1.40	\$ (84.00)
3" PVC Female Adapter	-6		\$ 3.01	\$ (18.06)
3" Rigid 90 Deg Elbow	-6		\$ 40.58	\$ (243.48)
2 1/2" PVC	-220		\$ 1.20	\$ (264.00)
2 1/2" PVC Female Adapter	-12		\$ 2.41	\$ (28.92)
2 1/2" Rigid 90 Deg. Elbow	-12		\$ 30.47	\$ (365.64)
4" PVC	-120		\$ 1.89	\$ (226.80)
4" PVC Female Adapters	-4		\$ 4.04	\$ (16.16)
4" Rigid 90 Deg. Elbows	-4		\$ 72.77	\$ (291.08)
4" Rigid	-10		\$ 20.48	\$ (204.80)
250 Kcmil XHHW Copper	-1000		\$ 3.91	\$ (3,910.00)
4/0 XHHW Copper	-450		\$ 3.50	\$ (1,575.00)
Switch Gear	-1		\$ 450.00	\$ (450.00)
Transformer	1		\$ 850.00	\$ 850.00
Generator	-1		\$ 7,500.00	\$ (7,500.00)
VFD's	-1		\$ 3,644.00	\$ (3,644.00)
2" PVC	120		\$ 0.70	\$ 84.00
2" PVC Female Adapters	6		\$ 1.09	\$ 6.54
2" Rigid 90 Deg. Elbows	6		\$ 15.71	\$ 94.26
3" PVC	120		\$ 1.40	\$ 168.00
3" PVC Female Adapters	4		\$ 3.01	\$ 12.04
3" Rigid 90 Deg Elbow	4		\$ 40.58	\$ 162.32
3" Rigid	10		\$ 15.23	\$ 152.30
3/0 XHHW Copper	1000		\$ 3.00	\$ 3,000.00
2" Rigid	20		\$ 6.79	\$ 135.80
1/0 XHHW Copper	700		\$ 2.15	\$ 1,505.00

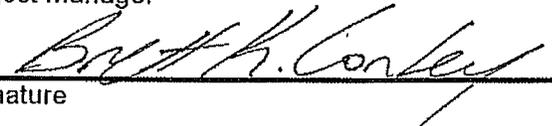
Material Total \$ (12,721.48)

LABOR:

	<u>Hours</u>	<u>Rate</u>	
ADD:	48	\$ 55.00	\$ 2,640.00
DEDUCT:	59.5	\$ 55.00	\$ 3,272.50

Total Deduct Proposal \$ (13,353.98)

Certified By: Brett K. Conley, Project Manager


Signature



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

DATE : 5.May.09

PROJECT : Basehor WWTP
 REFERENCE :
 DESCRIPTION : Realign fence and move entrance gate 10 feet South

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
US Fence	1	LS		\$1,199.14		\$0.00	\$0.00
Deduct 20 LF fence at pump station	1	LS		-\$300.00		\$0.00	\$0.00
WORK SCOPE SUBTOTALS				\$899.14		\$0.00	\$0.00

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT	0	MH			\$41.50	\$0.00	\$0.00
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	0	LS					
*JOBSITE PHONE 2% BARE LABOR	0	LS					
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS					
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS					
*SMALL TOOLS 10% BARE LABOR	0	LS					
*GENERAL CLEANING 1% BARE LABOR	0	LS					
*TEMPORARY TOILETS 1% BARE LABOR	0	LS					
*SAFETY EQUIPMENT 4 % OF BARE LABOR	0	LS					
*PICKUP TRUCKS 5% BARE LABOR	0	LS					
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	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	\$899.14
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0%		\$0.00
SUBTOTALS			
GENERAL CONTRACT	-	-	\$0.00
SUBCONTRACTORS	-	-	\$899.14
SUBTOTAL			\$899.14
CAS INSURANCE	2%		\$17.98
SUBTOTAL			\$917.12
OVERHEAD	10%		\$91.71
SUBTOTAL			\$1,008.84
PROFIT ON CAS SELF PERFORM	5%		\$0.00
PROFIT ON SUBCONTRACTOR WORK	5%		\$44.96
SUBTOTAL			\$1,053.79
CAS BOND	1.5%		\$15.81
TOTAL THIS CHANGE			\$1,069.60

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

U.S.



Fence Company of KC

P.O. Box 23546, Shawnee Mission, Ks. 66283-0546 Phone: 913-915-3362 Fax: 913-851-1078

Email: stacy_holovach@yahoo.com

Friday, July 10, 2009

CAS Construction
PO Box 8270
Topeka, KS. 66608-8270

RE: Basehor WWTP

Dear Kevin

Here is the break out for the WWTP only

WWTP Gate area	\$0.00	Remove chain link fence posts by others.
	\$0.00	Remove and Haul off gate and old materials by others.
Materials	\$344.67	R&Reinstall fence and rail, 1-roll of chain link fabric
Labor	\$200.00	2-4" gate posts, 3rd posts was in base bid
Total	\$544.67	top rail, bracing
10% Mark up	\$54.47	ties, fittings, and concrete with \$90.00 short load charge
Total	\$599.14	
Mobilization Add	\$600.00	2-\$300.00 mobilizations are added because we cannot install at the same time
Total	\$1,199.14	as we did the other site. We must set the posts then return later to finish.
To be paid by CAS	\$86.40	Replace 1-bent brace assembly & straighten post and truss, to the east

Kevin the mark-up was in error, it was 1% instead of 10% so I changed it. Sorry.

Sincerely,
U.S. Fence Company of KC

Stacy Holovach
Owner



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

DATE : 10/Jun/09

PROJECT : Basehor WWTP
 REFERENCE : PCO #20
 DESCRIPTION : Revise ceiling diffuser

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
Change 24 x 24 Difuser to 2) 12 x 12 diffuser	1		\$1,069.00			\$0.00	\$0.00
Note: No credit can be given for the 24 x 24 diffuser. This is due to that it has already been delivered, and because it is custom fabricated, it cannot be returned.							
WORK SCOPE SUBTOTALS			\$1,069.00			\$0.00	\$0.00

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT	0	MH			\$41.50	\$0.00	\$0.00
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	0	LS					
*JOBSITE PHONE 2% BARE LABOR	0	LS					
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS					
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS					
*SMALL TOOLS 10% BARE LABOR	0	LS					
*GENERAL CLEANING 1% BARE LABOR	0	LS					
*TEMPORARY TOILETS 1% BARE LABOR	0	LS					
*SAFETY EQUIPMENT 4 % OF BARE LABOR	0	LS					
*PICKUP TRUCKS 5% BARE LABOR	0	LS					
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	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	\$1,069.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	3%		\$32.07
SUBTOTALS			
GENERAL CONTRACT	-	-	\$32.07
SUBCONTRACTORS	-	-	\$1,069.00
SUBTOTAL			\$1,101.07
CAS INSURANCE	2%		\$22.02
SUBTOTAL			\$1,123.09
OVERHEAD	10%		\$112.31
SUBTOTAL			\$1,235.40
PROFIT ON CAS SELF PERFORM	5%		\$1.60
PROFIT ON SUBCONTRACTOR WORK	5%		\$53.45
SUBTOTAL			\$1,290.45
CAS BOND	1.5%		\$19.36
TOTAL THIS CHANGE			\$1,309.81

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

Bychinski, Kevin

From: Jason Donahey [jasondonahey@jorban-riscoe.com]
Sent: 2009-05-18 4:42 PM
To: Bychinski, Kevin
Subject: RE: RFI 18 for Basehor

Kevin,

For two Accutherm diffusers that have a 12"x12" face, the cost would be \$930.00. The Price Varitherm diffuser was made to order and cannot be returned.

Jason

-----Original Message-----

From: Bychinski, Kevin [mailto:Kevin.Bychinski@CASConstruction.com]
Sent: Monday, May 18, 2009 7:01 AM
To: Jason Donahey
Subject: FW: RFI 18 for Basehor

Jason,

Take a look at the Engineer's response regarding the diffusers in the lab building.

Let me know what, if any cost difference there may be between what is speced and what is proposed.

Thanks

Kevin

Kevin M. Bychinski
Construction Engineer
CAS Construction, LLC
Phone direct: 785-270-1128
Fax: 785-270-5828
E-Mail: kevin.bychinski@casconstruction.com

-----Original Message-----

From: Fabin, Andrew [mailto:afabin@burnsmcd.com]
Sent: 2009-05-15 3:08 PM
To: Bychinski, Kevin; Piersol, Jeff; Hafling, Mike
Cc: Keller, Jeff; Adamson, Carol; Allaire, George; Schneider, Eldon
Subject: RE: RFI 18 for Basehor

Kevin,

Per our conversation this morning, see the attached Rev 1 response to RFI 18. Please call with any questions or comments.

Sincerely,

Drew Fabin, P.E.
Burns & McDonnell
Phone: (816) 822-3360
Fax: (816) 822-3513
afabin@burnsmcd.com

Proud to be one of FORTUNE's 100 Best Companies To Work For -----Original Message-----

From: Bychinski, Kevin [mailto:Kevin.Bychinski@CASConstruction.com]

\$ 930
+ \$ 139 LABOR PER
1069.00 GARY PALMATEL



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

DATE : 15/Jun/09

PROJECT : Basehor WWTP
 REFERENCE : PCO #21
 DESCRIPTION : Redirect 16-inch effluent line

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
16-inch elbow (already in Contract)	15	Ft		\$43.88		\$658.20	\$0.00
16-inch DIP Labor	4	Hrs			\$27.50	\$0.00	\$110.00
WORK SCOPE SUBTOTALS				\$0.00		\$658.20	\$110.00

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT	0	MH			\$41.50	\$0.00	\$0.00
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	0	LS					
*JOBSITE PHONE 2% BARE LABOR	0	LS					
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS					
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS					
*SMALL TOOLS 10% BARE LABOR	0	LS					
*GENERAL CLEANING 1% BARE LABOR	0	LS					
*TEMPORARY TOILETS 1% BARE LABOR	0	LS					
*SAFETY EQUIPMENT 4 % OF BARE LABOR	0	LS					
*PICKUP TRUCKS 5% BARE LABOR	0	LS					
FIELD OVERHEAD SUBTOTALS				\$0.00		\$0.00	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	47.5%		\$52.25
TOTAL LABOR	-	-	\$162.25
TOTAL MATERIAL	-	-	\$658.20
TOTAL SUBCONTRACTS	-	-	\$0.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0%		\$0.00
SUBTOTALS			
GENERAL CONTRACT	-	-	\$820.45
SUBCONTRACTORS	-	-	\$0.00
SUBTOTAL			\$820.45
CAS INSURANCE	2%		\$16.41
SUBTOTAL			\$836.86
OVERHEAD	10%		\$83.69
SUBTOTAL			\$920.54
PROFIT ON CAS SELF PERFORM	10%		\$82.05
PROFIT ON SUBCONTRACTOR WORK	5%		\$0.00
SUBTOTAL			\$1,002.59
CAS BOND	1.5%		\$15.04
TOTAL THIS CHANGE			\$1,017.63

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 : 20.Jul.09

PROJECT : Basehor WWTP
 REFERENCE : PCO 21
 DESCRIPTION : Delete 2 half, and one base cabinet

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
Counter top deduct	1	LS		\$188.00		\$188.00	\$0.00
Deduct labor to reinstall 2 half wall and one base - cabinets (2 men, 1/2 hour)	1	Hr			\$27.50	\$0.00	\$27.50
Misc materials	1	LS		\$5.00		\$5.00	\$0.00
WORK SCOPE SUBTOTALS				\$0.00		\$193.00	\$27.50

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT	0	MH			\$41.50	\$0.00	\$0.00
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	0	LS					
*JOBSITE PHONE 2% BARE LABOR	0	LS					
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS					
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS					
*SMALL TOOLS 10% BARE LABOR	0	LS					
*GENERAL CLEANING 1% BARE LABOR	0	LS					
*TEMPORARY TOILETS 1% BARE LABOR	0	LS					
*SAFETY EQUIPMENT 4 % OF BARE LABOR	0	LS					
*PICKUP TRUCKS 5% BARE LABOR	0	LS					
FIELD OVERHEAD SUBTOTALS				\$0.00		\$0.00	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	47.5%		\$13.06
TOTAL LABOR	-	-	\$40.56
TOTAL MATERIAL	-	-	\$193.00
TOTAL SUBCONTRACTS	-	-	\$0.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0%		\$0.00
SUBTOTALS			
GENERAL CONTRACT	-	-	\$233.56
SUBCONTRACTORS	-	-	\$0.00
SUBTOTAL			\$233.56
CAS INSURANCE	2%		\$4.67
SUBTOTAL			\$238.23
OVERHEAD	10%		\$23.82
SUBTOTAL			\$262.06
PROFIT ON CAS SELF PERFORM	5%		\$11.68
PROFIT ON SUBCONTRACTOR WORK	5%		\$0.00
SUBTOTAL			\$273.74
CAS BOND	1.5%		\$4.11
TOTAL THIS CHANGE			\$277.84

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

Bychinski, Kevin

From: Janice Young [ryainc@earthlink.net]
Sent: 2009-07-20 2:37 PM
To: Bychinski, Kevin
Subject: Re: Basehor Tops

Kevin, the deduct is \$188.00.....materials only. Freight and fabrication still prevail since this is such an insignificant amount of materials. Also we are not providing the cabinet.

I am checking on the delivery status. Also may I have the faucet delivered to your office to your attention? Plumbing fixtures have a way of getting lost or misplaced sometimes when they ship to the jobsite. Thank you.

Janice

----- Original Message -----

From: "Bychinski, Kevin" <Kevin.Bychinski@CASConstruction.com>
To: "Janice Young" <ryainc@earthlink.net>
Sent: Monday, July 20, 2009 6:34 AM
Subject: Basehor Tops

Janice,

The Engineer is requesting a deduct for the cabinet and associated counter top that got deleted at the window.

Also, what is the status of delivery for the counter tops?

Please advise.

Thanks

Kevin

Kevin M. Bychinski
Construction Engineer
CAS Construction, LLC
Phone direct: 785-270-1128
Fax: 785-270-5828
E-Mail: kevin.bychinski@casconstruction.com

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.392 / Virus Database: 270.13.20/2250 - Release Date: 07/20/09 06:16:00

Schneider, Eldon

From: Keller, Jeff
Sent: Monday, June 29, 2009 1:38 PM
To: Schneider, Eldon
Subject: FW: Credit for Basehor, CSW0000404-04

Jeffrey J. Keller, P.E.
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114
816-822-4371
816-822-3414 (fax)
jkeller@burnsmcd.com

-----Original Message-----

From: Hafling, Mike [mailto:Mike.Hafling@casconstruction.com]
Sent: Thursday, May 28, 2009 3:55 PM
To: Keller, Jeff; Schneider, Eldon
Subject: Fw: Credit for Basehor, CSW0000404-04

Michael Hafling, PE
CAS Construction, LLC
Direct 785-270-1135
Cell 785-231-3058

-----Original Message-----

From: Fife Ian <Ian.Fife@glv.com>
To: Hafling, Mike; Piersol, Jeff
CC: Curran Frank <Frank.Curran@glv.com>; Taylor Charles <Chuck.Taylor@glv.com>; Kline Todd <Todd.Kline@glv.com>; amitchell@jciind.com <amitchell@jciind.com>
Sent: Wed May 27 12:30:21 2009
Subject: FW: Credit for Basehor, CSW0000404-04

Mike -

The fabricator has agreed to a \$2,000 not to exceed price for both columns inclusive. This is the cost for shipping both columns and completing the welds and then shipping back.

Let me know if you have any questions! Thanks,

Ian Fife
Sedimentation Project Manager
EIMCO Water Technologies, Inc.
Phone: 801.931.3032
Cell: 801.673.9114

-----Original Message-----

From: Curran Frank
Sent: Wednesday, May 27, 2009 10:33 AM
To: Fife Ian
Cc: Ray Broadus, Sr.
Subject: RE: Credit for Basehor, CSW0000404-04

B-line agreed to \$2000 total not to exceed price for both columns.

-----Original Message-----

From: Fife Ian
Sent: Wednesday, May 20, 2009 12:20 PM
To: Curran Frank
Subject: FW: Credit for Basehor, CSW0000404-04

Frank -

Did we ever get an amount for the credit on the two columns for Basehor? The fabricator was going to credit in the amount of the cost to ship and to fix the welds on the two columns. I remember you telling me a figure at some point - but the customer is requesting that number and so I want to give them the correct figure. Thanks Frank,

Ian Fife
Sedimentation Project Manager
EIMCO Water Technologies, Inc.
Phone: 801.931.3032
Cell: 801.673.9114

-----Original Message-----

From: Hafling, Mike [mailto:Mike.Hafling@casconstruction.com]
Sent: Wednesday, May 20, 2009 8:41 AM
To: Fife Ian
Subject: Credit for Basehor

Did you ever send a number for the column welding?

Michael Hafling, PE
CAS Construction, LLC
Direct 785-270-1135
Cell 785-231-3058



CAS CONSTRUCTION, LLC
 501 N.E. BURGESS
 P.O. BOX 8270
 TOPEKA, KS 66608
 PROJECT : Basehor WWTP
 REFERENCE : PCO #25
 DESCRIPTION : Flow Plate

DATE : 11/Jun/09

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
Bent SS plate with anchors	1	LS		\$1,600.00		\$1,600.00	\$0.00
Concrete	1	Cyd		\$100.00		\$100.00	\$0.00
Equipment (Crane)	2	Hrs		\$100.00	\$27.50	\$200.00	\$55.00
Labor (2 men 3 hrs. ea.)	6	Hrs			\$27.50	\$0.00	\$165.00
WORK SCOPE SUBTOTALS				\$0.00		\$1,900.00	\$220.00

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT	0	MH			\$41.50	\$0.00	\$0.00
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	0	LS					
*JOBSITE PHONE 2% BARE LABOR	0	LS					
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS					
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS					
*SMALL TOOLS 10% BARE LABOR	0	LS					
*GENERAL CLEANING 1% BARE LABOR	0	LS					
*TEMPORARY TOILETS 1% BARE LABOR	0	LS					
*SAFETY EQUIPMENT 4 % OF BARE LABOR	0	LS					
*PICKUP TRUCKS 5% BARE LABOR	0	LS					
FIELD OVERHEAD SUBTOTALS				\$0.00		\$0.00	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	47.5%		\$104.50
TOTAL LABOR	-	-	\$324.50
TOTAL MATERIAL	-	-	\$1,900.00
TOTAL SUBCONTRACTS	-	-	\$0.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0%		\$0.00
SUBTOTALS			
GENERAL CONTRACT	-	-	\$2,224.50
SUBCONTRACTORS	-	-	\$0.00
SUBTOTAL			\$2,224.50
CAS INSURANCE	2%		\$44.49
SUBTOTAL			\$2,268.99
OVERHEAD	10%		\$226.90
SUBTOTAL			\$2,495.89
PROFIT ON CAS SELF PERFORM	10%		\$222.45
PROFIT ON SUBCONTRACTOR WORK	5%		\$0.00
SUBTOTAL			\$2,718.34
CAS BOND	1.5%		\$40.78
TOTAL THIS CHANGE			\$2,759.11

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



HME, Inc. HAAS METAL ENGINEERING

2828 NW Button Rd.

Topeka, KS 66618

785-235-1524

Fax 785-235-3167

Quotation E09-0403

June 1, 2009

Attention Contract Bidding

Allow us to tender our quotation on the project
Basehor SS Plate

Subject to the following Exclusions, Terms and Conditions:

Scope of Work

(1) 3/16" SS304 BENT PLATE APPROX 11'11" LONG W/ BOTTOM CAP PLATE AND SS304 ANCHORS

Notes

Quotation is valid for 30 calendar days from bid date

Joist and Deck Delivery must be made within 120 days from purchase order or the contract price is subject to review.

Submittal lead times subject to work load at time of purchase order.

Delivery lead times subject to work load at time of received approvals.

All lead times subject to material availability

All steel will be primed UNO

Freight allowed to jobsite

Quotation adheres to AISC code

Contract documents reviewed:

Plans and Specs dated: EMAILED ON 06-01-09

Addendums #'s: NONE

This offering excludes the following:

All items not specifically mentioned

Installation/erection

Rebar and wire mesh

Field measurement and verifies

Sales tax

Bonds

Light gage Framing

Trench Drains and/or Frames

Liquidated Damages

Terms and Conditions:

Payment Terms:

Detailing services shall be invoiced at time of drawing submittal

Market volatility may require raw materials to be purchased as soon as feasibly possible
after a contract is executed – materials to be stored at HME facilities

Contracts must allow for the cost of raw materials to be invoiced and paid for in
advance of fabrication and shipment

Net 30 terms - detailing services, stored materials, and shipped goods

We propose to provide this project as described above,

for the lump sum price **\$1,600.00** excluding tax.

Thank you for the opportunity to quote on this project.

Sincerely,

ED MOHAN
PROJECT MANAGER
HME, Inc.



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

DATE : 15/Jun/09

PROJECT : Basehor WWTP
 REFERENCE : PCO #26
 DESCRIPTION : Add MJ sleeve for constructability

TIME EXTENSION REQUESTED 0 CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
8-inch sleeve	1	ea		\$52.35		\$52.35	\$0.00
8-inch field-lok sets	2	ea		\$39.03		\$78.06	\$0.00
Labor	4	Hrs			\$27.50	\$0.00	\$110.00
WORK SCOPE SUBTOTALS				\$0.00		\$130.41	\$110.00

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT	0	MH			\$41.50	\$0.00	\$0.00
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	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	47.5%		\$52.25
TOTAL LABOR	-	-	\$162.25
TOTAL MATERIAL	-	-	\$130.41
TOTAL SUBCONTRACTS	-	-	\$0.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0%		\$0.00
SUBTOTALS			
GENERAL CONTRACT	-	-	\$292.66
SUBCONTRACTORS	-	-	\$0.00
SUBTOTAL			\$292.66
CAS INSURANCE	2%		\$5.85
SUBTOTAL			\$298.51
OVERHEAD	10%		\$29.85
SUBTOTAL			\$328.36
PROFIT ON CAS SELF PERFORM	10%		\$29.27
PROFIT ON SUBCONTRACTOR WORK	5%		\$0.00
SUBTOTAL			\$357.63
CAS BOND	1.5%		\$5.36
TOTAL THIS CHANGE			\$362.99

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 : July 21, 2009

PROJECT : Basehor WWTP
 REFERENCE : PCO 24
 DESCRIPTION : Additional steps at clarifier bridges

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
3 x 3 x 1/4 aluminum angle	1	LS		\$75.00		\$75.00	\$0.00
Materials on hand	1	LS		N/C		\$0.00	\$0.00
Fateners & misc materials	1	LS		\$25.00		\$25.00	\$0.00
Labor	6	Hrs			\$27.50	\$0.00	\$165.00
WORK SCOPE SUBTOTALS				\$0.00		\$100.00	\$165.00

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT	0	MH			\$41.50	\$0.00	\$0.00
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	0	LS					
*JOBSITE PHONE 2% BARE LABOR	0	LS					
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS					
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS					
*SMALL TOOLS 10% BARE LABOR	0	LS					
*GENERAL CLEANING 1% BARE LABOR	0	LS					
*TEMPORARY TOILETS 1% BARE LABOR	0	LS					
*SAFETY EQUIPMENT 4 % OF BARE LABOR	0	LS					
*PICKUP TRUCKS 5% BARE LABOR	0	LS					
FIELD OVERHEAD SUBTOTALS				\$0.00		\$0.00	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	47.5%		\$78.38
TOTAL LABOR	-	-	\$243.38
TOTAL MATERIAL	-	-	\$100.00
TOTAL SUBCONTRACTS	-	-	\$0.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0%		\$0.00
SUBTOTALS			
GENERAL CONTRACT	-	-	\$343.38
SUBCONTRACTORS	-	-	\$0.00
SUBTOTAL			\$343.38
CAS INSURANCE	2%		\$6.87
SUBTOTAL			\$350.24
OVERHEAD	10%		\$35.02
SUBTOTAL			\$385.27
PROFIT ON CAS SELF PERFORM	5%		\$17.17
PROFIT ON SUBCONTRACTOR WORK	5%		\$0.00
SUBTOTAL			\$402.44
CAS BOND	1.5%		\$6.04
TOTAL THIS CHANGE			\$408.47

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

Bychinski, Kevin

From: Ed Mohan [emohan@hmeinc.net]
Sent: 2009-07-21 10:06 AM
To: Bychinski, Kevin
Subject: 08-093 Basehor

Kevin,

Rob will be delivering part 124A (SS bent plate) to the jobsite tomorrow, he will just deliver the 6' aluminum angle at that time also.

Cost for angle is \$75.00

Thanks,

Ed Mohan

Project Manager

HME Inc.

2828 NW Button Rd

Topeka, Ks 66618

785-235-1524 (phone)

785-235-3167 (fax)

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.392 / Virus Database: 270.13.21/2252 - Release Date: 07/21/09 05:58:00

Consolidated Water District #1, Leavenworth County
P.O. Box 419 Basehor, Kansas 66007 Ph (913)724-7000 Fax (913) 724-1310

Project Completion Invoice for Payment

Owner: Consolidated Water District #1
PO Box 419
Basehor, KS 66007

Date: 29-Jul-09

Project: Wolf Creek - Phase II Water Main Construction **Job No:** 2009-05

Pay Request No: 1 **Pay Request Amount:** \$55,570.86

<u>Item</u>	<u>Description</u>	<u>Project Qty</u>	<u>%/Qty Complete</u>	<u>Unit Price</u>	<u>Total</u>
1	Material - Olathe Winwater	1 Ls	100%	\$25,454.84	\$25,484.84
2	Material - Fastenal	1 Ls	100%	\$1,000.00	\$1,000.00
3	Rock - 10 Loads	1 Ls	64%	\$2,500.00	\$1,577.79
4	Concrete - 10 yds	1 Ls	56%	\$1,000.00	\$560.25
5	Labor - Westland Construction	1 Ls	80%	\$21,964.25	\$17,380.00
6	Engineering - Ponzer Youngquist	1 Ls	100%	\$5,478.72	\$5,478.72
7	Construction Staking	1 Ls	100%	\$500.00	\$500.00
8	Contingency Fund - 10%	1 Ls	62%	\$5,789.78	\$3,589.26
	1- Engineering \$215.62				
	2- Construction Staking \$381.82				
	3- Material - Olathe Winwater \$1706.64				
	4- Material - Hajoca \$76.12				
	5- Material - Fastenal \$1209.06				
Total Work and Material					\$55,570.86

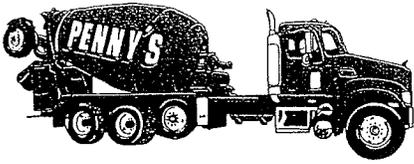
Original Project Amount (material and labor)	\$	63,687.59
Net Additions/Deductions from Original Contract Amount		
Adjusted Project Amount to Date		63,687.59
Original Project Work and Materials to Date	63,687.59	
Change Order Work Completed to Date	0.00	
Total Work and Materials to Date		55,570.86
Less Amount of Previous Estimates		
BALANCE DUE THIS PAYMENT		55,570.86
Total (Adjusted) Project Amount to Date		63,687.59
Less: Total Amount Previous Estimates Rendered		0.00

Balance of Project Before This Estimate
Amount Due This Estimate
Balance of Project

63,687.59
55,570.86
8,116.73

Water District Recommendation Mike Fulker Date 7-29-09
City of Basehor Acceptance _____ Date _____

Distribution: Water Distrtict City of Basehor Other



PENNY'S

CONCRETE, INC.

23400 W. 82ND STREET
SHAWNEE MISSION, KANSAS 66227-2705
OFFICE: (913) 441-8781
FAX: (913) 441-1830

INVOICE

Page 1

Invoice #: 346271
Date: 06/18/2009
Order #: 146
Project #:
PO #:
JOB #:

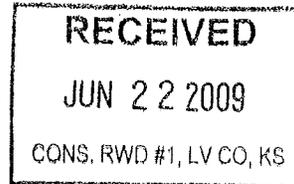
CONS2
CONSOLIDATED RURAL WATER DIST #1 LV CO
15520 CRESTWOOD DR
PO BOX 419
BASEHOR KS 66007

SHIP TO:
155TH AND STATE AVE - WOLF CREEK MARKET - BASEHC

CODE	PRODUCT DESCRIPTION	QTY SHIPPED	PRICE	AMOUNT
A9301	3000 PSI AE	1.50	94.50	\$141.75
SLC	SHORT LOAD CHARGE	1.00	45.00	\$45.00

This invoice includes the following ticket(s):
* 2102839

Your choices are many, thanks for choosing Penny's Concrete!



Grocery Store

NET 30 DAYS

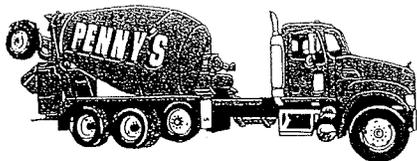
Subtotal: 186.75

ACCOUNTS WITH BALANCES OVER 60 DAYS WILL BE SUBJECT TO CREDIT HOLD. Sales Tax:

Balance: \$186.75

IF THIS DELIVERY IS WITHIN THE STATE OF MISSOURI, \$18.50 PER YARD IS FOR DELIVERY OF SAID PRODUCT AND IS NON-TAXABLE. THIS CHANGE WAS EFFECTIVE 9-15-08.

A FINANCE CHARGE SHALL BE IMPOSED ON INVOICES NOT PAID IN ACCORDANCE WITH THE ABOVE TERMS, AT UP TO 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) OR THE MAXIMUM RATE ALLOWED BY LAW.



PENNY'S

CONCRETE, INC.

23400 W. 82ND STREET
SHAWNEE MISSION, KANSAS 66227-2705
OFFICE: (913) 441-8781
FAX: (913) 441-1830

INVOICE

Page 1

Invoice #: 346146
Date: 06/17/2009
Order #: 109
Project #:
PO #:
JOB #:

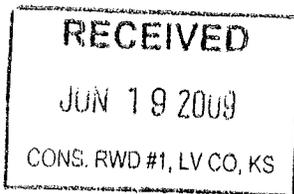
CONS2
CONSOLIDATED RURAL WATER DIST #1 LV CO
15520 CRESTWOOD DR
PO BOX 419
BASEHOR KS 66007

SHIP TO:
155TH AND STATE AVE WOLF CREEK MARKET

CODE	PRODUCT DESCRIPTION	QTY SHIPPED	PRICE	AMOUNT
A9301	3000 PSI AE	1.00	94.50	\$94.50
SLC	SHORT LOAD CHARGE	1.00	50.00	\$50.00

This invoice includes the following ticket(s):
* 2102773

Your choices are many, thanks for choosing Penny's Concrete!



Gracey Stone

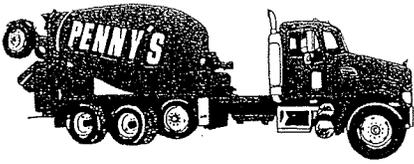
NET 30 DAYS Subtotal: 144.50

ACCOUNTS WITH BALANCES OVER 60 DAYS WILL BE SUBJECT TO CREDIT HOLD. Sales Tax:

Balance: \$144.50

IF THIS DELIVERY IS WITHIN THE STATE OF MISSOURI, \$18.50 PER YARD IS FOR DELIVERY OF SAID PRODUCT AND IS NON-TAXABLE. THIS CHANGE WAS EFFECTIVE 9-15-08.

A FINANCE CHARGE SHALL BE IMPOSED ON INVOICES NOT PAID IN ACCORDANCE WITH THE ABOVE TERMS, AT UP TO 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) OR THE MAXIMUM RATE ALLOWED BY LAW.



PENNY'S

CONCRETE, INC.

23400 W. 82ND STREET
SHAWNEE MISSION, KANSAS 66227-2705
OFFICE: (913) 441-8781
FAX: (913) 441-1830

INVOICE

Page 1

Invoice #: 345938
Date: 06/12/2009
Order #: 122
Project #:
PO #:
JOB #:

CONS2
CONSOLIDATED RURAL WATER DIST #1 LV CO
15520 CRESTWOOD DR
PO BOX 419
BASEHOR KS 66007

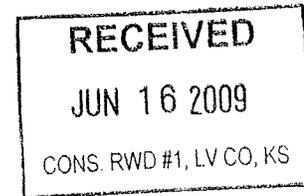
SHIP TO:
155TH AND STATE AVE WOLF CREEK MARKET

CODE	PRODUCT DESCRIPTION	QTY SHIPPED	PRICE	AMOUNT
A3065	3000 PSI AE CONCRETE-X-FW	2.00	94.50	\$189.00
SLC	SHORT LOAD CHARGE	1.00	40.00	\$40.00

This invoice includes the following ticket(s):

* 5018244

Your choices are many, thanks for choosing Penny's Concrete!



Store

NET 30 DAYS

Subtotal: 229.00

ACCOUNTS WITH BALANCES OVER 60 DAYS WILL BE SUBJECT TO CREDIT HOLD. Sales Tax:

Balance: \$229.00

IF THIS DELIVERY IS WITHIN THE STATE OF MISSOURI, \$18.50 PER YARD IS FOR DELIVERY OF SAID PRODUCT AND IS NON-TAXABLE. THIS CHANGE WAS EFFECTIVE 9-15-08.

A FINANCE CHARGE SHALL BE IMPOSED ON INVOICES NOT PAID IN ACCORDANCE WITH THE ABOVE TERMS, AT UP TO 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) OR THE MAXIMUM RATE ALLOWED BY LAW.

Westland Construction, Inc.

20510 163rd Street
Basehor, KS 66007
(913) 724-3191

Invoice

Date Invoice #
6/30/2009 1953

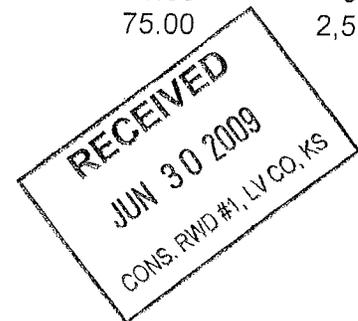
Bill To

Consolidated Rural Water District #1
P.O. Box 419
Basehor, KS 66007

Job Location

Wolf Creek

Description	Quantity	Rate	Amount
580' of 12" PVC	580	7.75	4,495.00
360' of 8" PVC	360	6.00	2,160.00
4 fire hydrants	4	300.00	1,200.00
2 valves	2	135.00	270.00
65' of casing open cut installation	65	25.00	1,625.00
60' of casing open cut installation	60	25.00	1,500.00
connect to 8"	1	500.00	500.00
connect to 12"	1	500.00	500.00
12 X 6 tee for fire line	1	250.00	250.00
8 X 8 tee for future	1	250.00	250.00
2 8" 45's with kickers	2	250.00	500.00
pressure test and chlorination - had to test two lines on separate days	2	540.00	1,080.00
install meter for store	1	500.00	500.00
34 yards of rock broken and removed	34	75.00	2,550.00



Thank you for your business.

Total \$17,380.00

Job # 2009-05



MAILING ADDRESS
 P.O. Box 3220 • Shawnee, KS 66203

INVOICE	50816
PAGE	1
DATE	6/20/09
TERMS	Net 30 Days

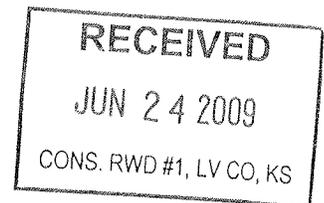
ACCOUNT NO. CRW

SOLD TO CONSOL RURAL WATER DIST 1 LVC
 PO BOX 419
 BASEHOR , KS 66007

Ticket	Date	P.O.	Order	Location	Product	Qty	Rate	Amount	Fee Amount	Tax Amount	Total
696679	06/18/09		3		1/2 CLEAN	16.16	9.10	147.06	0.00	0.00	147.06
696695	06/18/09		3		1/2 CLEAN	15.01	9.10	136.59	0.00	0.00	136.59
696713	06/18/09		3		1/2 CLEAN	15.34	9.10	139.59	0.00	0.00	139.59
696728	06/18/09		3		1/2 CLEAN	16.62	9.10	151.24	0.00	0.00	151.24
Subtotal						63.13	Ton	\$574.48	\$0.00	\$0.00	\$574.48
696612	06/17/09		3		3/4 CLEAN	16.68	9.10	151.79	0.00	0.00	151.79
696627	06/17/09		3		3/4 CLEAN	16.40	9.10	149.24	0.00	0.00	149.24
696650	06/17/09		3		3/4 CLEAN	15.69	9.10	142.78	0.00	0.00	142.78
Subtotal						48.77	Ton	\$443.81	\$0.00	\$0.00	\$443.81
Invoice Total						111.90	Ton	\$1,018.29	\$0.00	\$0.00	\$1,018.29

Total Invoice ----- > \$1,018.29

PLEASE RETURN ONE COPY
 *** WITH YOUR PAYMENT ***



Brandt Trucking

Invoice

15525 Hollingsworth Rd.
Basehor, KS 66007
(913) 724-1413 Mobile: (913)238-2155

DATE	INVOICE NO.
7/2/2009	16089

BILL TO
Consolidated Water #1 15520 Crestwood Drive Basehor Kansas 66007

SHIP TO
Wolf Creek store

TERMS
Net 15, Interest accruing after

DESCRIPTION	QTY	RATE	AMOUNT
Hauling (Bonner)	111.9	5.00	559.50

RECEIVED
JUL 08 2009
CONS. RWD #1, LV CO, KS

Thank you for your business, Roger.	Total	\$559.50
-------------------------------------	--------------	----------



Remit to
Fastenal Company
P.O. Box 978
Winona, MN 55987-0978

INVOICE

Page 1 of 1

Cust. No. KSLEA0190
Cust. P.O.
Job No.

Sold To

For billing questions
5100 South 13th
LEAVENWORTH, KS 66048
United States
Phone (913)651-4433
Fax (913)651-4442

Date 06/30/2009 Invoice No. KSLEA22200

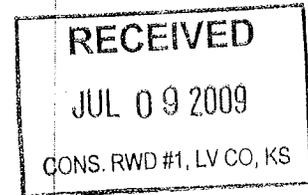
Due Date 07/15/2009 Invoice Total 716.96 USD

CONSOLIDATED RURAL WATER DISTRICT #
15520 CRESTWOOD DR
PO BOX 419
BASEHOR, KS 66007-0419

Ship To
CONSOLIDATED RURAL WATER DISTR
15520 CRESTWOOD DR
BASEHOR, KS 66007

This Order and Document is subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No	Quantity Ordered	Quantity Shipped	Quantity Backordered	Description	Control No.	Part No.	Price / Hundred	Amount	
1	10	10	0	T-ROD 316 5/8-11X6'	210017368	47428	5,889.5344	588.95	T
2	20	20	0	5/8 FENDER WSHR 316	120004547	78225	84.0000	16.80	T
3	20	20	0	316 S/S HEVHX 5/8-11	110032683	77766	161.0000	32.20	T



Received By	Tax Exemption	Subtotal	637.95
Comments		Shipping & Handling	30.23
		KS State Tax	35.42
		County Tax	6.68
		City Tax	6.68
		Total	716.96

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Please pay from this invoice.

WFB



Remit to
Fastenal Company
P.O. Box 978
Winona, MN 55987-0978

INVOICE
Page 1 of 1

Cust. No. KSLEA0190
Cust. P.O.
Job No.

For billing questions
5100 South 13th
LEAVENWORTH, KS 66048
United States
Phone (913)651-4433
Fax (913)651-4442

Date 07/10/2009 **Invoice No.** KSLEA22312
Due Date 08/15/2009 **Invoice Total** 1,492.11 USD

Sold To

0020705 01 AB 0.360 **AUTO T3 0 1042 66007-0-20705



CONSOLIDATED RURAL WATER DISTRICT #
15520 CRESTWOOD DR
PO BOX 419
BASEHOR, KS 66007-0419



Ship To
CONSOLIDATED RURAL WATER DISTR
15520 CRESTWOOD DR
BASEHOR, KS 66007

This Order and Document is subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No	Quantity Ordered	Quantity Shipped	Quantity Backordered	Description	Control No.	Part No.	Price / Hundred	Amount	
1	10	10	0	T ROD 316 NG 5/8X12'	120013640	47368	11,779.2000	1,177.92	T
2	10	10	0	316 COUPLING 5/8-11	120036064	77946	2,080.0000	208.00	T

*** Fastenal now has the ability to email or fax invoices. To enroll please call 866-880-3278.



Received By	Tax Exemption	
Comments		Subtotal 1,385.92 Shipping & Handling 4.68 KS State Tax 73.69 County Tax 13.91 City Tax 13.91 Total 1,492.11

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Please pay from this invoice.

Wolf

169 HAJOCA OLATHE
 19927 W 162nd STREET
 OLATHE KS 66062-2787
 913-390-5475 Fax 913-390-8127

**** INVOICE ****

INVOICE DATE	INVOICE NUMBER
07/01/09	S4502069.002
REMIT TO: HAJOCA CORPORATION DEPT 0937 PO BOX 120937 DALLAS TX 75312-0937	PAGE NO. 1

BILL TO:
 CONSOLIDATED RWD #1
 PO BOX 419
 BASEHOR, KS 66007

SHIP TO:
 CONSOLIDATED RWD #1 LEAVENWORTH CO
 15520 CRESTWOOD DRIVE
 BASEHOR, KS 66007-9223

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	FRT	ORDERED BY	
169-147001	12" MATERIAL		N	MIKE	
SALESPERSON	WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Jeff Moon	Wendy Ephland	OT OUR TRUCK	NET 30 DAYS	07/01/09	06/30/09
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
PLEASE GET MATERIAL READY. MIKE WILL BE HERE BY 8 AM TO PICK UP. THANKS ROM 12 GR-IP GRIP RING & GLAND	1ea	1ea	76.119ea	76.12	

Wolf Creek

RECEIVED
 JUL 08 2009
 CONS. RWD #1, LV CO, KS

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU HEREBY AGREE TO THE TERMS AND CONDITIONS ON OUR SHIPPING TICKET AND CREDIT APPLICATION AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. IF YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.

Subtotal	76.12
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	76.12

Remit To:

OLATHE WINWATER WORKS
1165 W 149 STREET
OLATHE, KS 66061

Original Invoice

Page	Date Printed	Invoice No.
1	6/11/09	058457 00

To Reorder Contact Us At
Phone No. : (913) 829-3300
Fax No .. : (913) 829-3993 DB# 09

Sold To:

CONSOLIDATED RWD #1 OF LEAV CO
PO BOX 419
BASEHOR, KS 66007

Ship To:

OLATHE, KS
WOLF CREEK

Customer Number 279-020203	Customer Purchase Order WOLF CREEK	Salesman 069-WAYNE RUNNELS	Type Shipment Stock	Ship VIA CPU	Date Shipped 6/11/09
-------------------------------	---------------------------------------	-------------------------------	------------------------	-----------------	-------------------------

*** PLEASE COME VISIT US AT OUR NEW LOCATION - 1165 W. 149TH ST ***

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	20B727WWFF 775 2 SETTER W/BY	1		660.0000		.00	660.00	N
2	EA	4753-22 2 PJ CTSXMIP ADPTR	2		42.5000		.00	85.00	N

RECEIVED
 JUN 15 2009
 CONS. RWD #1, LV CO, KS

Meter Parts

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
NET 30 DAYS

GeoCode: -170910640	Net Sales	745.00
	Freight	.00
State Tax % 5.300	State Tax	.00
Local Tax % 2.350	Local Tax	.00
	Invoice Amount	745.00

Gray Stone

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (913) 829-3300.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winwholesale.com/tcsale.

Original Invoice

Realt To:

OLATHE WINWATER WORKS
1165 W 149 STREET
OLATHE, KS 66061

Page	Date Printed	Invoice No.
1	6/30/09	058834 00

To Reorder Contact Us At
Phone No. : (913) 829-3300
Fax No .. : (913) 829-3993 DB# 22

Sold To:

CONSOLIDATED RWD #1 OF LEAV CO
PO BOX 419
BASEHOR, KS 66007

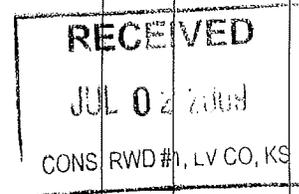
Ship To:

BASEHOR, KS
WOLF CREEK

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
279-020203	WOLF CREEK	069-WAYNE RUNNELS	Stock	OT	6/29/09

*** PLEASE COME VISIT US AT OUR NEW LOCATION - 1165 W. 149TH ST ***

Units Ordered	U/H	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	6" KENNEDY K81D HYD EXT 5-1/4"	1		198.0000		.00	198.00	N
1	EA	12" KENNEDY K81D HYD EXT 5-1/4"	1		225.0000		.00	225.00	N
1	EA	18" KENNEDY K81D HYD EXT 5-1/4"	1		255.0000		.00	255.00	N



Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
NET 30 DAYS

GeoCode:	-171032541	Net Sales	678.00
		Freight	.00
State Tax %	5.300	State Tax	.00
Local Tax %	2.000	Local Tax	.00
		Invoice Amount	678.00

Store

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (913) 829-3300.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winwholesale.com/tcsale.

Remit To:

OLATHE WINWATER WORKS
 1165 W 149 STREET
 OLATHE, KS 66061

Original Invoice

Page	Date Printed	Invoice No.
1	6/24/09	058639 00

To Reorder Contact Us At
 Phone No. : (913) 829-3300
 Fax No .. : (913) 829-3993 DB# 18

Sold To:

CONSOLIDATED RWD #1 OF LEAV CO
 PO BOX 419
 BASEHOR, KS 66007

Ship To:

OLATHE, KS
 WOLF CREEK

Customer Number 279-020203	Customer Purchase Order CHUCK	Salesman 010-TERRY DICKENS	Type Shipment Stock	Ship VIA WILL CALL	Date Shipped 6/24/09
-------------------------------	----------------------------------	-------------------------------	------------------------	-----------------------	-------------------------

*** PLEASE COME VISIT US AT OUR NEW LOCATION - 1165 W. 149TH ST ***

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	6' HYDRANT EXT. K-81 5 1/4	1		995.0000		.00	995.00	N
1	EA	2'0" HYD EXT 5-1/4 K81A	1		280.0000		.00	280.00	N

RECEIVED
 JUN 26 2009
 CONS. RWD #1, LV CO, KS

Wolf Creek

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
 NET 30 DAYS

GeoCode: - 170910640	Net Sales	1,275.00
	Freight	.00
State Tax % 5.300	State Tax	.00
Local Tax % 2.350	Local Tax	.00
	Invoice Amount	1,275.00

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (913) 829-3300.
 T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winwholesale.com/tcsale.

Resit To:

OLATHE WINWATER WORKS
1165 W 149 STREET
OLATHE, KS 66061

Original Invoice

Page	Date Printed	Invoice No.
1	6/19/09	058619 00

To Reorder Contact Us At
Phone No. : (913) 829-3300
Fax No .. : (913) 829-3993 DB# 15

Sold To:

CONSOLIDATED RWD #1 OF LEAV CO
PO BOX 419
BASEHOR, KS 66007

Ship To:

155TH AND STATE AVENUE
CHUCK 913-915-4365
BASEHOR, KS
WOLF CREEK PROJECT

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
279-020203	WOLF CREEK PROJECT	069-WAYNE RUNNELS	Stock	OUR TRUCK	6/18/09

*** PLEASE COME VISIT US AT OUR NEW LOCATION - 1165 W. 149TH ST ***

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	6'	1		56.0000		.00	56.00	N
1	EA	4'	1		48.0000		.00	48.00	N

RECEIVED
 JUN 23 2009
 CONS. RWD #1, LV CO, KS

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
NET 30 DAYS

GeoCode:	Net Sales	104.00
-171032541	Freight	.00
State Tax % 5.300	State Tax	.00
Local Tax % 2.000	Local Tax	.00
	Invoice Amount	104.00

store

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (913) 829-3300.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winwholesale.com/tcsale.

Remit To:

OLATHE WINWATER WORKS
1165 W 149 STREET
OLATHE, KS 66061

Original Invoice

Page	Date Printed	Invoice No.
2	6/09/09	058325 00

To Reorder Contact Us At
Phone No. : (913) 829-3300
Fax No .. : (913) 829-3993 DB# 07

Sold To:

CONSOLIDATED RWD #1 OF LEAV CO
PO BOX 419
BASEHOR, KS 66007

Ship To:

BASEHOR, KS
WOLF CREEK II

Customer Number 279-020203	Customer Purchase Order WOLF CREEK II	Salesman 069-WAYNE RUNNELS	Type Shipment Stock	OT	Ship VIA	Date Shipped 6/09/09
-------------------------------	--	-------------------------------	------------------------	----	----------	-------------------------

*** PLEASE COME VISIT US AT OUR NEW LOCATION - 1165 W. 149TH ST ***

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
14	EA	8 DI MJ GASKET	14						
18	EA	6 DI MJ GASKET	18		.0000		.00	.00	N
296	EA	3/4 X 4 MJ T-BOLTS	18		.0000		.00	.00	N
1	EA	6 DI MJXIPS TRANSITION GASKET	296		.0000		.00	.00	N
5	EA	8 DI MJXIPS TRANSITION GASKET	1		.0000		.00	.00	N
9	EA	12 DI MJ TRANSITION GASKET	5		.0000		.00	.00	N
1	EA	6 MJ SSB DI GLAND	9		.0000		.00	.00	N
5	EA	8 MJ SSB DI GLAND	1		.0000		.00	.00	N
9	EA	12 MJ SSB DI GLAND	5		.0000		.00	.00	N
			9		.0000		.00	.00	N

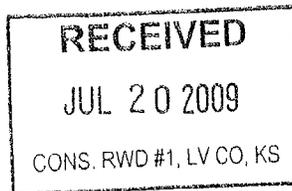
RECEIVED
JUN 11 2009
CONS. RWD #1, LV CO, KS

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
NET 30 DAYS

GeoCode: - 171032541	Net Sales	24,389.48
State Tax % 5.300	Freight	.00
Local Tax % 2.000	State Tax	.00
	Local Tax	.00
	Invoice Amount	24,389.48

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (913) 829-3300.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winwholesale.com/tcsale.

py PONZER-YOUNGQUIST, P.A.
 Consulting Engineers and Land Surveyors
 227 E. Dennis Ave.
 Olathe, KS 66061
 913/782-0541



Invoice

Consolidated Rural Water District No. 1
 Leavenworth County
 P. O. Box 419
 Basehor, KS 66007

June 30, 2009
 Project No: 363-209050.2
 Invoice No: 0000003

For: Construction Staking for Wolf Creek Market Place Water Main Extension

Professional services from June 1, 2009 to June 30, 2009

Professional Personnel

	Hours	Rate	Amount	
Principal	0.50	135.00	67.50	
3-Person Field Crew	4.50	160.00	720.00	
Totals	5.00		787.50	
Total Labor				787.50

Reimbursable Expenses

Travel, Meals & Lodging			40.50	
Reproductions			53.82	
Total Reimbursable			94.32	94.32

Total this invoice \$881.82

**Late payment charges are 1 ½% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.

py PONZER-YOUNGQUIST, P.A.
 Consulting Engineers and Land Surveyors
 227 E. Dennis Ave.
 Olathe, KS 66061
 913/782-0541

Invoice

Consolidated Rural Water District No. 1
 Leavenworth County
 P. O. Box 419
 Basehor, KS 66007

April 30, 2009
 Project No: 363-209050.2
 Invoice No: 0000001

For: Water Main Extension Design for Wolf Creek Market Place

Professional services from April 1, 2009 to April 30, 2009

Professional Personnel

	Hours	Rate	Amount	
Principal	7.50	135.00	1,012.50	
Senior Technician	13.00	75.00	975.00	
Technician	52.25	55.00	2,873.75	
Totals	72.75		4,861.25	
Total Labor				4,861.25

Reimbursable Expenses

Reproductions			135.17	
Total Reimbursable			135.17	135.17

Total this invoice \$4,996.42



****Late payment charges are 1 ½% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.**

py PONZER-YOUNGQUIST, P.A.
 Consulting Engineers and Land Surveyors
 227 E. Dennis Ave.
 Olathe, KS 66061
 913/782-0541

Invoice

Consolidated Rural Water District No. 1
 Leavenworth County
 P. O. Box 419
 Basehor, KS 66007

May 31, 2009
 Project No: 363-209050.2
 Invoice No: 0000002

For: Water Main Extension Design for Wolf Creek Market Place

Professional services from May 1, 2009 to May 31, 2009

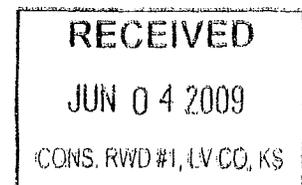
Professional Personnel

	Hours	Rate	Amount	
Principal	2.00	135.00	270.00	
Senior Technician	1.50	75.00	112.50	
Technician	0.50	55.00	27.50	
Office Support 2	3.00	45.00	135.00	
Totals	7.00		545.00	
Total Labor				545.00

Reimbursable Expenses

Reproductions	148.12	
Postage	4.80	
Total Reimbursable	152.92	152.92

Total this invoice \$697.92



****Late payment charges are 1 ½% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.**

9:54 AM

07/29/09

Accrual Basis

Consolidated RWD #1 Lv Co
Account QuickReport
 November 1, 2008 through July 29, 2009

Type	Date	Num	Name	Memo	Split	Amount
LINE EXTENSIONS						
JOB # 2009-05 Wolf Creek #2						
Bill	6/1/2009		Ponzer-Youngquist, ...	new developm...	Accounts Paya...	4,996.42
Bill	7/7/2009		Olathe Winwater Wo...	grocery store	Accounts Paya...	27,191.48
Bill	7/7/2009		Penny's Concrete, Inc	grocery store	Accounts Paya...	560.25
Bill	7/7/2009		Ponzer-Youngquist, ...	grocery storee...	Accounts Paya...	697.92
Bill	7/7/2009		Shawnee Rock	grocery store	Accounts Paya...	1,018.29
Bill	7/7/2009		Westland Construction	June	Accounts Paya...	17,380.00
Bill	7/23/2009		Brandt Trucking	grocery store	Accounts Paya...	559.50
Total JOB # 2009-05 Wolf Creek #2						<u>52,403.86</u>
Total LINE EXTENSIONS						<u>52,403.86</u>
TOTAL						<u><u>52,403.86</u></u>

881.82
 1492.11

Consolidated Water District #1, Leavenworth County
P.O. Box 419 Basehor, Kansas 66007 Ph (913)724-7000 Fax (913) 724-1310

Project Completion Invoice for Payment

Owner:

Consolidated Water District #1
PO Box 419
Basehor, KS 66007

Date: 29-Jul-09

Project: 150th St. Water Main Relocation

Job No: 2009-03

Pay Request No: 1 (Final Invoice)

Estimate Amount: \$105,812.00

<u>Item</u>	<u>Description</u>	<u>Project Qty</u>	<u>%/Qty Complete</u>	<u>Unit Price</u>	<u>Total</u>
1	Water Main Relocation - Per Agreement	1	100%	\$105,812.00	\$105,812.00
Total Work and Material					\$105,812.00

Original Project Amount (material and labor)	\$	105,812.00
Net Additions/Deductions from Original Contract Amount		0.00
Adjusted Project Amount to Date		105,812.00

Original Project Work and Materials to Date	105,812.00	
Change Order Work Completed to Date	0.00	
Total Work and Materials to Date		105,812.00
Less Amount of Previous Estimates		0.00
BALANCE DUE THIS PAYMENT		105,812.00

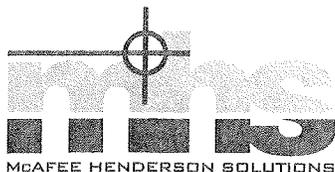
Total (Adjusted) Project Amount to Date	105,812.00
Less: Total Amount Previous Estimates Rendered	0.00
Balance of Project Before This Estimate	0.00
Amount Due This Estimate	105,812.00
Balance of Project Before	0.00

Water District Verification
City of Basehor Acceptance

Mike Sulhan

Date 7-29-09
Date _____

Distribution: Water District City of Basehor Other



July 24, 2009

Chief Lloyd Martley
Interim City Administrator
City of Basehor
P.O. Box 406
Basehor, KS 66007

RE: 150th Street - Craig to Parallel Pay Request

Dear Chief Martley:

We have completed our review of the Larkin Excavating, Inc. pay request for the 150th Street – Parallel to Craig project. We have reviewed all submitted documentation for this invoice package and approve the invoice for payment.

Sincerely,

Jamie Funk, Field Technician V
McAFEE HENDERSON SOLUTIONS

TO OWNER: PROJECT: 150th St. Craig to Parallel

City of Basehor
P. O. Box 406

Basehor, KS 66007

FROM CONTRACTOR: Larkin Excavating, Inc.
P. O. Box 233
Lansing, KS 66043

VIA ENGINEER: McAfee, Henderson, Solutions, Inc.
15323 W. 95th Street
Lenexa, KS 66219

CONTRACTOR FOR: Public Street, and Storm Improvements for 150th St.

APPLICATION NO: #1
PERIOD TO: 7/24/2009
PROJECT NOS: 2009.001.06
CONTRACT DATE: 7/20/2009

Distribution to:

OWNER

ENGINEER

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 665,264.50
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 665,264.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 109,268.69

5. RETAINAGE:
 - a. 10 % of Completed Work 4,890.00
(Column D + E on G703)
 - b. 10 % of Stored Material 6,036.87
(Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 10,926.87

6. TOTAL EARNED LESS RETAINAGE \$ 98,341.82
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0
8. CURRENT PAYMENT DUE \$ 98,341.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 566,922.68
(Line 3 less Line 6)

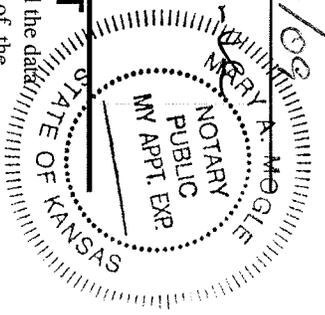
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Larkin Excavating, Inc.

By:  Date: 7/24/2009

State of: Kansas County of: Leavenworth
Subscribed and sworn to before me this 24 day of July, 2009
Notary Public: 
My Commission expires: 7-10-2013

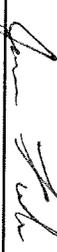


ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ 98,341.82

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:  Date: 7-24-09

This Certificate 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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 7/24/2009
 PERIOD TO: 7/24/2009
 ENGINEER'S PROJECT NO: 2009.001.06

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
1	Pay Application #1	\$665,264.50	\$0.00	\$48,900.00	\$60,368.69	\$109,268.69	16.42%	\$555,995.81	\$10,926.87
GRAND TOTALS		\$665,264.50	\$0.00	\$48,900.00	\$60,368.69	\$109,268.69	16.42%	\$555,995.81	\$10,926.87

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION FOR PAYMENT NO. 1

To: City of Basehor, Kansas

From: Larkin Excavating, Inc.

Project: 150th St. Reconstruction from Craig Street to Parallel Road

Owner Project No. _____
Engineer's Project No. _____

For Work accomplished through the date of 07/24/2009.

1 Original Contract Price: \$ 665,264.50

2 Net Change by Change Orders and Written Amendments (+ or -): \$ -

3 Current Contract Price (1 plus 2): \$ 665,264.50

4 Total completed and stored to date (See attached spreadsheet): \$ 109,268.69

5 Retainage (per Agreement):

10 % of completed Work: \$ 4,890.00

10 % of stored material: \$ 6,036.87

Total Retainage:

\$ 10,926.87

6 Total completed and stored to date less retainage (4 minus 5):

\$ 98,341.82

7 Less previous Applications for Payments:

\$ -

8 DUE THIS APPLICATION (6 MINUS 7):

\$ 98,341.82

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligation incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrances); and (3) all Work covered by the Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated 07/24/09

Larkin Excavating, Inc.

By:

CONTRACTOR

CONTRACTOR (Authorized Signature)

RECOMMENDED:

APPROVED:

By:

ENGINEER (Authorized Signature)

By:

OWNER (Authorized Signature)

Date:

7-24-09

Date:

Project: 150th St. Reconstruction from Craig Street to Parallel Road
 APPLICATION FOR PAYMENT NO. 1

ITEM	Contractor's Schedule of Values				Work Completed & Materials Stored					
	PLAN QUANTITY	UNIT	UNIT PRICE	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED	
01	Mobilization	1	LS	\$9,000.00	\$9,000.00	0.50	\$ 4,500.00	50%	\$ -	\$ 4,500.00
02	Construction Staking	1	LS	\$4,000.00	\$4,000.00	0.10	\$ 400.00	10%	\$ -	\$ 400.00
03	15" RCP	105	LF	\$26.00	\$2,730.00		\$ -	0%	\$ 969.15	\$ 969.15
04	18" RCP	80	LF	\$28.00	\$2,240.00		\$ -	0%	\$ 820.80	\$ 820.80
05	24" RCP	35	LF	\$34.00	\$1,190.00		\$ -	0%	\$ 559.30	\$ 559.30
06	30" RCP	71	LF	\$42.00	\$2,982.00		\$ -	0%	\$ 1,645.07	\$ 1,645.07
07	42" RCP	36	LF	\$73.00	\$2,628.00		\$ -	0%	\$ 1,671.84	\$ 1,671.84
08	15" CMP	355	LF	\$24.00	\$8,520.00		\$ -	0%	\$ 1,688.40	\$ 1,688.40
09	18" CMP	280	LF	\$28.00	\$7,840.00		\$ -	0%	\$ 1,839.60	\$ 1,839.60
10	24" CMP	603	LF	\$32.00	\$19,296.00		\$ -	0%	\$ 6,460.40	\$ 6,460.40
11	30" CMP	160	LF	\$42.00	\$6,720.00		\$ -	0%	\$ 2,634.32	\$ 2,634.32
12	42" CMP	27	LF	\$60.00	\$1,620.00		\$ -	0%	\$ 668.25	\$ 668.25
13	48" CMP	155	LF	\$66.00	\$10,230.00		\$ -	0%	\$ 4,383.40	\$ 4,383.40
14	54" CMP	64	LF	\$76.00	\$4,864.00		\$ -	0%	\$ 2,300.16	\$ 2,300.16
15	15" CM End Section W/Concrete Toe wall	1	EACH	\$225.00	\$225.00		\$ -	0%	\$ -	\$ -
16	18" RC End Section W/Concrete Toe wall	2	EACH	\$530.00	\$1,060.00		\$ -	0%	\$ 443.00	\$ 443.00
17	24" CM End Section W/Concrete Toe wall	1	EACH	\$260.00	\$260.00		\$ -	0%	\$ 115.00	\$ 115.00
18	30" CM End Section W/Concrete Toe wall	2	EACH	\$325.00	\$650.00		\$ -	0%	\$ 330.00	\$ 330.00
19	54" CM End Section W/Concrete Toe wall	1	EACH	\$800.00	\$800.00		\$ -	0%	\$ 646.00	\$ 646.00
20	6'x4' Curb Inlet	11	EACH	\$2,000.00	\$22,000.00		\$ -	0%	\$ 13,694.00	\$ 13,694.00
21	6'x5' Curb Inlet	1	EACH	\$2,600.00	\$2,600.00		\$ -	0%	\$ 1,763.00	\$ 1,763.00
22	8'x4' Curb Inlet	2	EACH	\$2,700.00	\$5,400.00		\$ -	0%	\$ 4,315.00	\$ 4,315.00
23	8'x5' Curb Inlet	1	EACH	\$2,800.00	\$2,800.00		\$ -	0%	\$ 2,453.00	\$ 2,453.00
24	4'x4' Area Inlet	3	EACH	\$2,000.00	\$6,000.00		\$ -	0%	\$ 3,284.00	\$ 3,284.00
25	5'x5' Area Inlet	1	EACH	\$2,300.00	\$2,300.00		\$ -	0%	\$ 1,455.00	\$ 1,455.00
26	4'x4' Junction Box	3	EACH	\$3,000.00	\$9,000.00		\$ -	0%	\$ 3,229.00	\$ 3,229.00
27	6'x6' Junction Box	1	EACH	\$2,500.00	\$2,500.00		\$ -	0%	\$ 1,971.00	\$ 1,971.00
28	Turf Reinforcement Mat (Landlok 300)	119	SY	\$20.00	\$2,380.00		\$ -	0%	\$ -	\$ -
29	Clearing, Grubbing & Demolition	1	LS	\$44,000.00	\$44,000.00	1.00	\$ 44,000.00	100%	\$ -	\$ 44,000.00
30	Grading	1	LS	\$75,000.00	\$75,000.00		\$ -	0%	\$ -	\$ -

Contractor's Schedule of Values					Work Completed & Materials Stored				
ITEM	PLAN QUANTITY	UNIT	UNIT PRICE	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
31	Excavation (Unclassified)	10,466 CY	\$0.00	\$0.00		\$ -	#DIV/0!	\$ -	\$ -
32	Type B Compaction	3,280 CY	\$0.00	\$0.00		\$ -	#DIV/0!	\$ -	\$ -
33	Type AA Compaction	1,269 CY	\$0.00	\$0.00		\$ -	#DIV/0!	\$ -	\$ -
34	6" Fly Ash Treated Subgrade	266 TON	\$68.00	\$18,088.00		\$ -	0%	\$ -	\$ -
35	(A)	6,183 SY	\$7.50	\$46,372.50		\$ -	0%	\$ -	\$ -
36	(A)	6,183 SY	\$19.20	\$118,713.60		\$ -	0%	\$ -	\$ -
37	6" AB-3 Aggregate Subbase (Pugged)	7,707 SY	\$5.40	\$41,617.80		\$ -	0%	\$ -	\$ -
38	(A) (Driveway)	959 SY	\$9.00	\$8,631.00		\$ -	0%	\$ -	\$ -
39	4" KDOT Base HMA Commercial Grade (A) (Driveway)	959 SY	\$15.00	\$14,385.00		\$ -	0%	\$ -	\$ -
40	(Driveway)	573 SY	\$32.00	\$18,336.00		\$ -	0%	\$ -	\$ -
41	6" AB-3 Aggregate (Driveways)	393 SY	\$5.40	\$2,122.20		\$ -	0%	\$ -	\$ -
42	(Pugged)(Driveways)	1,522 SY	\$4.00	\$6,088.00		\$ -	0%	\$ -	\$ -
43	Curb & Gutter, All Types	4,405 LF	\$10.50	\$46,252.50		\$ -	0%	\$ -	\$ -
44	4" Grade 3.0 (AE) PCC Sidewalk (5' Wide)	1,016 SY	\$29.00	\$29,464.00		\$ -	0%	\$ -	\$ -
45	ADA Sidewalk Ramp	3 EACH	\$600.00	\$1,800.00		\$ -	0%	\$ -	\$ -
46	Keystone Retaining Wall	242 SF	\$20.00	\$4,840.00		\$ -	0%	\$ -	\$ -
47	Traffic Control	1 LS	\$3,200.00	\$3,200.00		\$ -	0%	\$ -	\$ -
48	Erosion Control	1 LS	\$9,000.00	\$9,000.00		\$ -	0%	\$ 1,030.00	\$ 1,030.00
49	Permanent Seeding	3 ACRE	\$1,255.00	\$3,765.00		\$ -	0%	\$ -	\$ -
50	Mailbox Relocation	11 EACH	\$175.00	\$1,925.00		\$ -	0%	\$ -	\$ -
51	Monument (Station 41+61.66)	1 LS	\$1,350.00	\$1,350.00		\$ -	0%	\$ -	\$ -
52	Yellow)	2,018 LF	\$1.05	\$2,118.90		\$ -	0%	\$ -	\$ -
53	Epoxy White Stop Bar	2 EACH	\$190.00	\$380.00		\$ -	0%	\$ -	\$ -
54	Street Signage	9 EACH	\$200.00	\$1,800.00		\$ -	0%	\$ -	\$ -
55	New Fence	59 LF	\$20.00	\$1,180.00		\$ -	0%	\$ -	\$ -
56	Temporary Mailbox Bank	2 EACH	\$250.00	\$500.00		\$ -	0%	\$ -	\$ -
57	(Aggregate)(Set Price)	0 TON	\$28.00	\$0.00		\$ -	#DIV/0!	\$ -	\$ -
ALT 1-01	Berry) 2"	10 EACH	\$250.00	\$2,500.00		\$ -	0%	\$ -	\$ -
ALT 1-02	Berry) 3"	7 EACH	\$250.00	\$1,750.00		\$ -	0%	\$ -	\$ -
ALT 1-03	Crabapple, Prairiefire	20 EACH	\$250.00	\$5,000.00		\$ -	0%	\$ -	\$ -
ALT 1-04	'Greenspire'	5 EACH	\$250.00	\$1,250.00		\$ -	0%	\$ -	\$ -
ALT 1-05	Maple, October Glory	20 EACH	\$250.00	\$5,000.00		\$ -	0%	\$ -	\$ -
ALT 1-06	Oak, Swamp White	18 EACH	\$250.00	\$4,500.00		\$ -	0%	\$ -	\$ -

Contractor's Schedule of Values				Work Completed & Materials Stored					
ITEM	PLAN QUANTITY	UNIT	UNIT PRICE	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
ALT 1-07 Redbud, Forest Pansy	10	EACH	\$250.00	\$2,500.00		\$ -	0%	\$ -	\$ -
Original Contract Subtotals				\$665,264.50		\$48,900.00	7%	\$ 60,368.69	\$109,268.69
CO 1									
CO 2									
Change Order Subtotals				\$0.00		\$0.00	#DIV/0!	\$ -	\$0.00
TOTAL				\$665,264.50		\$48,900.00	7%	\$ 60,368.69	\$109,268.69

Remit To: KANSAS CITY



3939 A NE 33RD TERRACE
KANSAS CITY, MO 64117

Original Invoice

Page 1	Date Printed 7/20/09	Invoice No. 148448 00
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To Reorder Contact Us At
Phone No. : (816) 459-8600
Fax No . . : (816) 459-8622 DB# 14

Sold To:

Ship To:

LARKIN EXC
BOX 233
13575 GILMAN RD
LANSING, KS 66043

150TH ST. BASEHOR

609000 -

Customer Number 269-001029	Customer Purchase Order 150TH ST. BASHOR	Salesman 015-TIM EVANS	Type Shipment Stock	Ship VIA ADS DIRECT	Date Shipped 7/20/09
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CELEBRATING 25 YEARS OF SERVICE 1983-2008 THANKS TO YOU

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
CONTRACT ITEM:									
360	EA	15" ADS WT PIPE 15650020IBH	360	08	4.6900		.00	4-18 1,688.40	N
280	EA	18" ADS WT PIPE 18650020IBH	280	09	6.5700		.00	4-15 1,839.60	N
620	EA	24" ADS WT PIPE 24650020IBH	620	10	10.4200		.00	4-16 6,460.40	N
1	EA	18" ADS END SECTION	1	16	86.0000		.00	4-22 86.00	N
1	EA	24" ADS END SECTION	1	17	115.0000		.00	4-23 115.00	N

P.O. No. _____ or Job # 609 Phase _____
 GL Acct No. _____
 Approved By _____ Date 7-23-09
 Voucher No. _____ Entered by TS
87013

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
NET 30 DAYS

GeoCode: - 171032110	Net Sales Freight	10,189.40 .00
State Tax % 5.300	State Tax	.00
Local Tax % 2.000	Local Tax	.00
	Invoice Amount	10,189.40



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (816) 459-8600.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winwholesale.com/tcsale.

Mail To: KANSAS CITY



3939 A NE 33RD TERRACE
KANSAS CITY, MO 64117

Original Invoice

Page	Date Printed	Invoice No.
1	7/13/09	148444 00

To Reorder Contact Us At
Phone No. : (816) 459-8600
Fax No .. : (816) 459-8622 DB# 09

Sold To:

Ship To:

LARKIN EXC
BOX 233
13575 GILMAN RD
LANSING, KS 66043

150TH STREET BASEHOR

STORM

Order Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
269-001029	150TH ST. BASEHOR	015-TIM EVANS	Stock	CONTECH DIRECT	7/13/09

CELEBRATING 25 YEARS OF SERVICE 1983-2008 THANKS TO YOU

Qty's Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
CONTRACT ITEMS									
11	EA	30" 14GA ALUM CSP	11		17.6800		.00	4-17 2,634.32	N
12	EA	42" 14GA ALUM CSP	12		24.7500		.00	4-18 668.25	N
13	EA	48" 14GA ALUM. CSP	13		28.2800		.00	4-19 4,383.40	N
64	EA	54" 14GA ALUM CSP	14		35.9400		.00	4-20 2,300.16	N
2	EA	30" CMP END SECTION	18		165.0000		.00	4-24 330.00	N
1	EA	54" CMP END SECTION	19		646.0000		.00	4-25 646.00	N

P.O. No. _____ -or- Job 609 Phase _____ Cat _____
 GL Acct No. _____
 Approved By [Signature] Date 7-16-09
 Voucher No. _____ Entered by _____

GeoCode: -171032110	Net Sales	10,962.13
State Tax % 5.300	Freight	.00
Local Tax % 2.000	State Tax	.00
	Local Tax	.00
	Invoice Amount	10,962.13

Deposit: Monthly Service Charge May Be Applied To Past Due Accounts.
NET 30 DAYS



If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (816) 459-8600.
 We warrant that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winwholesale.com/tcsale.

5150 US Hwy 59
 Oskaloosa, Kansas 66066
 (785) 863-3300 - Phone
 (785) 863-3387 - Fax



P.O. Box 860310
 Shawnee, Kansas 66286
 (913) 422-3634 - Phone
 (913) 422-3666 - Fax

Sales Team
 Jason Duncan
 913-375-5511

Sales Team
 Steve Rowland
 913-706-3644

Sales Team
 Kyle Greenfield
 913-221-8643

Production Coordinator
 Tracy Watson

OWNER: City of Basehor
 PROJECT: 150th Street (Parallel to Craig)
 ENGINEER: McAfee Henderson Solutions, Inc
 BID DATE: April 28, 2009
 BID TIME: 10:00 AM

QUOTE: 29185-S
 DATE: 04/27/09
 PAGE: 1 of 1

CONTRACT ITEM

ID	STATION	DEPTH	DESCRIPTION	STRUCTURE PRICE
406		4.36	- 24 Precast Concrete Area Inlet - 4' x 4'	\$1,045.00
501		4.02	- 24 Precast Concrete Area Inlet - 4' x 4'	\$1,012.00
804		6.22	- 24 Precast Concrete Area Inlet - 4' x 4'	\$1,227.00
	Subtotal:	14.80		Subtotal: \$3,284.00
	Average:	4.87		Average: \$1,094.67
302		5.38	- 25 Precast Concrete Area Inlet - 5' x 5'	\$1,455.00
104		4.59	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,300.00
105		3.99	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,228.00
301		6.12	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,483.00
403		5.51	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,410.00
404		4.13	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,245.00
405		5.04	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,354.00
601		4.43	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,281.00
802		7.09	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,599.00
803		6.41	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,518.00
1001		4.39	- 20 Precast Concrete Curb Inlet - 6' x 4'	\$1,276.00
	Subtotal:	51.70		Subtotal: \$13,694.00
	Average:	5.17		Average: \$1,369.40
103		7.06	- 21 Precast Concrete Curb Inlet - 6' x 5'	\$1,763.00
401		9.20	- 22 Precast Concrete Curb Inlet - 8' x 4'	\$2,253.00
402		7.85	- 22 Precast Concrete Curb Inlet - 8' x 4'	\$2,062.00
	Subtotal:	17.05		Subtotal: \$4,315.00
	Average:	8.52		Average: \$2,157.50
102		6.74	- 23 Precast Concrete Curb Inlet - 8' x 5'	\$1,240.00
201		4.99	- 23 Precast Concrete Curb Inlet - 8' x 5'	\$1,213.00
	Subtotal:	11.73		Subtotal: \$2,453.00
	Average:	5.87		Average: \$1,226.50
202		5.26	- 26 Precast Concrete Junction Box - 4' x 4'	\$1,098.00
203		4.23	- 26 Precast Concrete Junction Box - 4' x 4'	\$997.00
801		5.63	- 26 Precast Concrete Junction Box - 4' x 4'	\$1,134.00
	Subtotal:	15.12		Subtotal: \$3,229.00
	Average:	5.04		Average: \$1,076.33
101		7.35	- 27 Precast Concrete Junction Box - 6' x 6'	\$1,971.00

INLET CASTINGS & STEEL THROATS INCLUDED

NOTE: BASED ON BASEHOR STANDARD DRAWINGS

All Structures are quoted with bases. Walls are cast as a monolithic 5-sided piece with the base. Our quotation for the structure with tops include cast iron and galvanized items. All structures include Dayton-Superior lifting inserts for safe and efficient handling. This quote includes delivery fob job site. If Dayton-Superior lifting devices are borrowed, Contractor will be invoiced \$1200 upon delivery and credited 90% upon return. Field inverts and waterproofing by other. Taxes, if applicable, are not included.

GRAND TOTAL: \$32,164.00

ACCEPTANCE

Cretex Concrete Products Midwest, Inc.

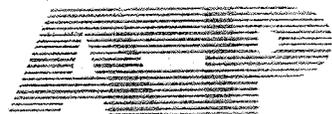
Subject to being awarded the contract for the project described above and subject to the terms and conditions on the reverse side hereof, we hereby order the products described herein at the unit prices quoted above.

By:

Edward A. Sexe P.E., General Manager

By _____ Date _____
 Title _____

Sales Order



A.S.P. ENTERPRISES, INC.

Your Geosource Distributor

Order Number: 0077405
 Order Date: 7/14/2009
 Salesperson: JW
 Customer Number: 02-LARKIN

Geosynthetics
 Geotextiles/Geogrids
 Geoweb
 Drainage
 Erosion Control
 Gabions
 Blankets

Sold To:
 LARKIN EXCAVATING INC
 P.O. BOX 233
 LANSING, KS 66043-0233

Ship To:
 LARKIN EXCAVATING INC
 TO SHOP
 LANSING, KS 66043-0233

Customer P.O.	Ship VIA	F.O.B.	Terms	Sales Tax Rate	
609	ASP TRK	SH PT	Due Upon Receipt	EX	
Item Number	Unit	Ordered	Shipped	Price	Amount
SFW12103X1500	EACH	2.00		0.00	270.000
1210 36" x 1500' DOT		Whse: 002			540.00
SFHWPOST48	EA	600.00		0.00	0.800
HARD WOOD POST 48"X1-1/2"X1-1/2		Whse: 002			480.00

JOB: 150TH ST BASEHOR,KS
 TOTAL:\$ 1,030.00 CHECK# _____
 TAX EXEMPT

609.3.1

CONTRACT ITEM # 48.

✓ # 86746

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LEIN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429,RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LEIN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Net Order:	1,020.00
Less Discount:	0.00
Freight:	10.00
Sales Tax:	0.00
Order Total:	1,030.00

20% RESTOCKING CHARGE ON ANY RETURNED ITEMS.

**MINUTES
BASEHOR PLANNING COMMISSION
July 7, 2009
BASEHOR CITY HALL**

**WORKSESSION
CANCELLED**

**PLANNING COMMISSION MEETING
7:00 P.M.**

A. Call to Order

John Matthews, Chair, called the meeting to order at 7:00 p.m.

Pledge of Allegiance

B. Roll Call

Members Present: Commissioners Joe McArdle, John Matthews, Ed Bush, and Jon Gallion, Kevin Jones & Bob Harrison, Russell Jacobson.

Staff Present: Dustin Smith, Planning Director; Kathy Renn, Assistant City Clerk; Lloyd Martley, Chief of Police/Interim City Administrator.

Press: not present.

C. Approval of Minutes

A motion was made by Commissioner Jones and seconded by Commissioner Bush to approve the June 2, 2009 minutes. Chair Matthews asked for a vote. Motion passed, 5-0 with two abstentions. Commissioner's Jacobson & Harrison abstained.

D. Unfinished Business – None

E. New Business –

E1. Preliminary Development Plan for the Tomahawk Valley Subdivision –
Chairman Matthews introduced the item and asked for staff presentation.

Mr. Smith provided a staff report and indicated the following:

This plan applies to the entire property that consists of 94.01 acres. The preliminary development plan and preliminary plat had been approved in 2005 and the final plat was approved in March, 2006. However, because the developer never proceeded with construction of substantial improvements on the subdivision, the approvals expired in September, 2007.

The city was pursuing acquisition of a sewer easement as part of the development plans that would allow the removal of the Chestnut Street lift station, but because the plans expired, the city never officially acquired the easement. The city has continued negotiations with Mr. Miles since 2006, but has failed to acquire the easement outside of the development plan/plat.

Mr. Miles has indicated to use that in return for the approval of the proposed preliminary development plan and preliminary plat, he would provide the easements for the sewer line and the trail.

Mr. Smith then provided an overview of the proposed plan and outlined the regulations and policies that have changed since 2006 and how those changes relate to the proposed plan.

Under item #5, Mr. Smith indicated that the benefit to the city of approving the plan would be that the sewer easement would be given to the city free of charge if the plan is approved. (13:55)

Mr. Smith continued with the discussion on the proposed plan.

Commissioner Harrison made the motion to deny Preliminary Development Plan as requested by Miles Excavating, LLC. Commissioner Gallion seconded. Chair Matthews asked for a vote. Motion passed to deny 7-0.

E2. Public Hearing – Tomahawk Valley Preliminary Plat as requested by Miles Excavating, LLC

Chair Matthews opened the public hearing at 8:03 p.m. Chair Matthews asked if there was anyone wishing to speak on favor or opposition. Hearing none

F. Open Agenda –

G. Reports from Special Committees – None

H. Notices and Communications –

I. Adjournment -

Submitted for approval with/**without** additions or corrections this 4th day of August, 2009.

John Matthews, Chairperson

Dustin Smith, Planning Secretary

Agenda Item E1
Planning Commission – July 7, 2009

**Preliminary Development Plan for Tomahawk Valley Subdivision, as
requested by Miles Excavating, LLC.**

The staff report, reduced copies of the preliminary development plan and other supporting information is included.

Staff will be available for discussion at the meeting.

This is a public hearing item that was duly noticed in the Basehor Sentinel, with notices sent via certified mail return receipt requested to owners of property within 200 feet of the subject property boundaries.

The City Council may consider this item at their meeting on August 3, 2009.

Recommendation

The Planning Department recommends approval of the preliminary development plan with conditions listed in the staff report.

Staff Report

Date: July 7, 2009

Subject: Consideration of Preliminary Development Plan and Preliminary Plat for the Tomahawk Valley subdivision, submitted by MEI, LLC.

File No: PDP-03-09 and PP-03-09

Applicant: MEI, LLC

Owner: MEI, LLC
Address: 15063 State Ave
Basehor, KS 66007

Engineer/ Architect: LandPlan Engineering

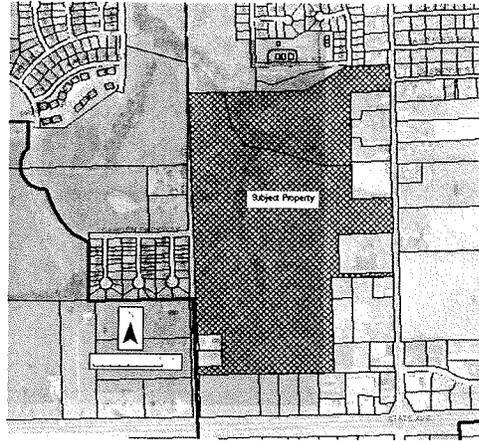
SITE INFORMATION

Location: South of Creek Ridge, between 155 Street and 158 Street
Current Zoning: PR, Planned Residential
Proposed Zoning: PR, Planned Residential
Future Land Use Map: High Intensity

PROJECT BACKGROUND

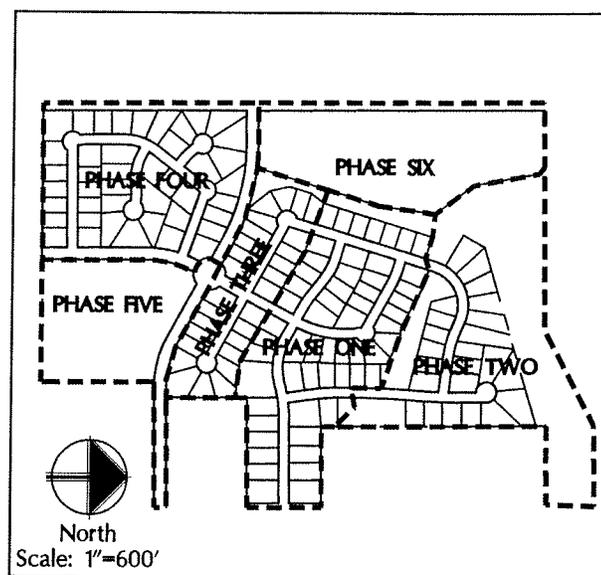
Mr. Steve Miles has petitioned the city for consideration of a preliminary development plan and preliminary plat for Tomahawk Valley residential subdivision. The proposed development includes several different types of housing including single-family, patio homes, duplexes and multi-family apartments. It also includes a clubhouse for the single-family homes, tennis court for the patio homes and a swimming pool for the apartments, plus an extensive trail system throughout the development.

The property is located between 155 Street and 158 Street and between Parallel Road and State Avenue, as shown in the map below.



The subject property consists of approximately 94.1 acres that is currently zoned PR, Planned Residential. The proposed development plan consists of 106 single-family residential lots, 58 patio homes, 44 duplex lots (i.e. 88 units) and 68 multi-family units. The table below shows the housing density of each phase of the subdivision followed by a map of the phasing plan (note that north is to the right of the phase map). The overall development density is 2.91 units per acre.

Phase	Housing Type	Density
1, 2 and 3	Single-family	106 units/27.68 acres = 3.8 du/ac.
4	Duplex	88 units/12.59 ac. = 6.8 du/ac.
5	Multi-Family (Apts.)	68 units/9.06 ac = 7.5 du/ac.
6	Villas (patio homes)	58 units/12.9 ac = 4.5 du/ac.



The preliminary development plan and preliminary plat indicates several different housing size classifications. The minimum classification for most of the subdivision will be class "F", which requires a minimum of 1,200 square feet for one-story and split-level homes. Other lots within the subdivision are indicated to have a higher classification due to their location in relationship to existing homes adjacent to the subdivision. The following table shows the minimum home classification for all lots other than those with class "F" homes:

Lot #'s/Block	Class	Min. Home Size*
26-39, Block 2	D	1,500 / 1,150 / 900
1-6, Block 1	E	1,300 / 1,000 / 850
1-6 & 19-24, Block 3	E	1,300 / 1,000 / 850
17-25, Block 2	E	1,300 / 1,000 / 850

*Denotes minimum ground floor areas of one-story and split-levels/1.5 story/two-story

There are two main entrances to the subdivision are on 155 Street and one on 158 Street. There are also two secondary access points that serve the phase 6. Lakeside Drive is proposed to be constructed as part of Phase I and will intersect with 155 Street just north of the First Baptist Church. Garden Parkway will intersect with 155 Street just south of the First Baptist Church and traverse the property to 158 Street. According to the phasing plan, the west half of Garden Parkway will be constructed with phase 4 and the east half will be part of Phase 5.

The proposed development is within a previously approved planned residential area. As part of the planned development, several variations from the conventional zoning district regulations are required for the plan to be approved. The necessary variations are as follows:

1. Reduced lot sizes – Many of the lot sizes in phases 1 and 3 are smaller than 10,000 square feet. The smallest lot in the subdivision is 8,040 square feet.
2. Reduced lot widths – Many of the lot sizes in phase 1 and 3 are smaller than 75 feet on interior lots and less than 90 feet on corner lots.
3. Reduced front yard setbacks – The developer is requesting front yard setbacks of 30 feet, which is five feet less than what the R-1 district allows.
4. Reduced side yard setbacks - The developer is requesting front yard setbacks of seven (7) feet, which is a minimum of three feet less than what the R-1 district allows.
5. Density of phases 1, 2 and 3 – The density of the single-family portion of the development is noted as 3.8 units per acre. The maximum density of the R-1 district is 3.5 units per acre.

6. Double-frontage lots – These lots make up about 1/3 of the total lots within the subdivision and are specifically restricted by Section 4-104 (5) of the Subdivision Regulations.

A preliminary development plan and preliminary plat for Tomahawk Valley was approved in 2005. The final plat for phase 1, construction plans for the street and storm system and sanitary sewer system were approved in March, 2006. However, because the developer never proceeded with construction on any of the improvements, the approvals expired in April, 2007. Item #7 discusses the development policies and regulations that have changed since the previous approval of the development plans in 2005.

FACTORS FOR CONSIDERATION

1. **Character of the Immediate Area** – The character of the immediate area is largely residential with established single-family and townhome style residential uses located to the north in Creek Ridge and many large-lot residential uses along 155 Street. Much of the area adjacent to 158 Street is vacant.
2. **The Zoning and Uses of the Property Nearby** – The zoning and uses of the adjacent properties are as follows:

	<u>Zoning</u>	<u>Use</u>
North	PR	Single-Family
South	CP-2	Vacant
East	R-O	Large lot res.
West	CP-1, R-2 and PR	Public library and townhomes

3. **The Suitability of the Subject Property to its Present Use** – The property is currently vacant, but is within an area of the city that has had substantial development in the last five years. Therefore, the property is no longer suitable for any use that would be associated with it as a vacant property, such as agricultural uses.
4. **The Extent to which Removal of the Present Zoning will Detrimentially Effect Nearby Property** – The current application does not involve a change of zoning. The property was rezoned to PR, Planned Residential in 2005.
5. **The Length of Time the Property has Remained Vacant** – The property has never been developed for any significantly intensive purpose.

- 6. The Relative Gain to the Public Health, Safety, and General Welfare due to the Approval of the Application as Compared with the Hardship Imposed on the Landowner, if any, as a Result of Denial of the Application** – The city currently has 560 platted residential lots where a building permit could potentially be issued within a few days upon the receipt of an application. There are approximately 2,500 additional lots that are in latter phases of subdivisions that have approved preliminary development plans. Therefore, there is no great demand for additional residential housing at this time.

Sewer Easement

As part of the previous development approval, a sewer line easement was supposed to have been dedicated to the city for a sewer main that will traverse the subject property. This sewer line will allow the Chestnut Street lift station to be taken off-line, as it is structurally unsafe. The sewer easement was never dedicated to the city because it was part of a latter phase of the development for which the final plat was never recorded.

The sewer easement is still available to the city in return for approving the preliminary development plan and preliminary plat. However, the city will obtain the easement by separate instrument and record it at the County Register of Deeds.

Trail Easement

The developer has also indicated that right-of-way for a public walking/bike trail will be granted to the city as part of the preliminary development plan and plat approval. The trail right-of-way will traverse the north end of the property, generally along the creek area.

As part of the previous development plan, the developer proposed to construct a walking/bike trail throughout the property. This trail is also shown on the current submittal. However, the city has submitted a grant application to KDOT for funding to construct a portion of the trail that would extend across the north end of the property, along the creek, from 155 Street to 158 Street. The estimated cost of the entire trail from 155 Street northeast to 158 Street and then south to the Basehor Library is approximately \$597,376. Approximately 2/3 of this trail will be on the Tomahawk Valley property, which if the grant is awarded, will be constructed by the city. Therefore, the developer would be spared the cost of constructing this portion of the proposed trail that is shown on the Tomahawk Valley plan, which would be a savings to the developer of more than \$350,000.

7. **The Conformance of the Requested Rezoning Request to the City's Adopted Policies and Regulations**

The preliminary development plan and preliminary plat were approved in 2005; the final plat and associated construction plans for phase I were approved on March 6, 2006. However, the developer never proceeded to construction, no substantial improvements were made and therefore, according to Article 7 (5) (n) (IV) of the Zoning Regulations, the final development plan became null and void 18 months from the date of approval (i.e. September 6, 2007).

In April, 2008, the Planning Department was prompted to send a letter to Mr. Miles indicating that the Tomahawk Valley development plans and plats had expired. The letter also indicated several changes in the development policies and regulations that have occurred since the previous approval of the plans in 2005 and 2006. These changes were outlined in the letter and are provided below.

COMPREHENSIVE PLAN/FUTURE LAND USE MAP (FLUM)

The Future Land Use Map (FLUM) identifies most of this property as low-density residential with portions of it as medium and high-density residential. Therefore, the development plan complies with the FLUM.

Physical Image

The apartment section of the plan (Block 9) was discussed in the letter and is a concern due to its "cookie cutter" design. The style of these buildings appears to be very similar to an existing section of a subdivision in Basehor, and is generally not preferred due to the monotony of the design. It also creates a "garagescape" effect due to the protruding garages, which dominate the fronts of the structures.

Relative citation from the Comprehensive Plan

Action Steps:

Utilize different architecture to reduce "cookie cutter" homes and break up monotony and create diversity. (pg. 18)

MDR 4: Variety of Housing Styles/ Building Massing and Form (pg. 35)

To avoid monotonous streetscapes, the incorporation of a variety of housing models and sizes is strongly encouraged. Larger buildings shall be designed with a variety of wall planes and roof forms to create visual interest. Projects should be compatible with the established mass and scale of other buildings along the block.

MDR 5: Parking Location and Design (pg. 35)

Within an urban or downtown neighborhood adequate off-street parking should be located behind buildings.

Local Street Plan

Two separate amendments to the Streets/Transportation Element of the Comprehensive Plan have been adopted since April, 2007. In April, 2007, a strategy was adopted that provides direction for street planning within new subdivisions. Then in March, 2008 another strategy was adopted that established urban and suburban transportation zones and established a policy to determine the number of street intersections that should be provided to maximize traffic circulation throughout the city.

In the April 23, 2008 letter to Mr. Miles, the Planning Department suggested the following changes to the proposed development plan that would comply with the current policies:

1. Connect 156 Street in Tomahawk Valley with 156 Street in Creek Ridge, which was stubbed out for connection to the south when Creek Ridge was developed. This would provide access from Parallel Road to Wolf Creek Parkway when Wolf Creek Parkway is constructed between 155 Street and 158 Street. It will also be the only opportunity for north-south access from Parallel Road to the commercial area along State Avenue between 155 Street and 158 Street. If the street is not connected, it will force all traffic between the main portion of Basehor and the major commercial area at 155 Street/State Avenue to use 155 Street.
2. Elimination of several cul-de-sacs to provide better street connectivity, which will provide better traffic circulation throughout area.

Relative Citations from the Comprehensive Plan

Strategy: *Use the existing metropolitan and local street grids to provide a convenient, easy navigable and safe street system throughout the City. (pg. 21)*

Action Steps:

1. *Action: Maximize traffic flow with multiple street connections (distribution) to avoid directing more traffic into fewer intersections.*
2. *Action: Require new development to have street systems based on the following factors:*
 - *Existing metropolitan grid.*
 - *Connecting segments of existing streets.*

- *Extending streets from existing “stub-outs”.*
 - *Extending streets where a right-of-way segment exists for the extension to adjacent property as part of a development project.*
 - *Connecting existing streets that are perpendicular to each other.*
3. *Action: Use various traffic calming techniques throughout the street system to minimize traffic speeds where appropriate.*
 4. *Action: Discourage cul-de-sac and dead-end streets.*

Strategy: *Plan for a sufficient number of street intersections on major streets to allow adequate traffic circulation throughout the city. (pg. 22)*

Action Steps:

1. *Establish an Urban Transportation Zone that is bound by Donahoo Road on the north; Evans Road on the south; 147 Street on the east; and 163 Street on the west. No less than eight (8) street intersections per mile on section line or arterial streets should be provided.*
2. *Establish a Suburban Transportation Zone that will apply to all other areas within the City of Basehor urban growth management area that are outside of the urban transportation zone. No less than four (4) street intersections per mile on section line or arterial streets should be provided.*

ZONING REGULATIONS

Usable Open Space

Since the last approval, the following zoning regulations have changed such that the proposed development plan no longer complies. The regulations that have been modified are as follows:

Article 7, Section 5 (c) (III): Open Space, Usable: Usable open space is land which is free of buildings, structures and other substantial improvements, except those that are designed specifically for recreational use. The following examples are listed by way of illustration to indicate what may be counted as usable open space within this definition: (1) outdoor swimming pools, swimming pool areas, hard surface recreational areas, and other recreational areas, provided these areas are not enclosed except for fences, canopies, bath houses, or other minor structures; (2) open space areas in outdoor shopping centers, which may be partially enclosed, but whether partially enclosed or not, must be incorporated into the design and be equipped with amenities that encourage

public gathering (i.e. benches, landscaping, water features, court yards, small performing areas, etc.) (3) natural or manmade bodies of water such as ponds, lakes, streams, etc. that are designed as amenities within the development. (4) land within dedicated easements that can be designed as provided in 1 thru 3, above, but only as approved by the Planning Commission. (5) stormwater management areas that are designed to serve a dual purpose as passive or active recreational areas, such as sports fields. However, to qualify as usable open space, the basic facilities for the intended purpose must be provided, such as goals for soccer fields, backstops for baseball/softball fields, etc. The following are examples of what may not be counted as usable open space: (1) roofs; (2) open parking areas; (3) parking structures; (4) slopes in excess of thirty-three percent (33%); (5) any private property that is not accessible to the general public, such as required yards, etc.; (6) any portion of the public rights-of-way, unless it is former railroad right-of-way or similar land that is used for a trail route or other recreational amenity.

As noted in the section that addresses common areas/open space below (within item 10, Environmental Impacts), the proposed plan no longer complies with the new open space criteria.

SUBDIVISION REGULATIONS

Double-frontage Lots

As part of the April 23, 2008 letter to Mr. Miles, the Planning Department noted the number of double-frontage lots within the subdivision. There are approximately 31 double-frontage lots, which approximately 1/3 of the total lots in the subdivision. Double-frontage lots are specifically restricted by Section 4-104 (5) of the Subdivision Regulations, "*except where the lots abut upon a limited-access highway, arterial or major street or where the topography of the land prevents reasonable subdivision.*"

Other Notable Issues

Lot Design

Many of the lots in phase 1, 2 and 3 are shorter than typical single-family residential lots. In some cases, these lots are as short as 110 feet, which has the potential to cause setback variances to be required on those lots. In addition, many of these lots are designated for larger (class "E" size) homes, which will further increase the potential for setback variances as the lots are being built. The typical residential lot is approximately 120 feet or more and many of the lots in the established areas of the community are 140-150 feet long.

Sale of Units/Buildings in Phases 5 and 6

The city currently has at least two subdivisions that have been developed as maintenance provided properties and/or town home units. Whereas these units were originally intended for rental properties, the buildings/units are now being sold separately, which causes a problem where the land divisions are being executed by deed, which is not in compliance with the city's Subdivision Regulations.

Other Expired Development Plans/Plats

In addition, there are several other residential subdivisions where preliminary development plans were approved, but then expired because construction had not commenced on any portion of the subdivisions. These include:

1. Silver Springs – property located generally in the 15900 block of Leavenworth Rd.
2. West Heights – property located generally at the southwest corner of 155 Street and Donahoo Road.
3. Barrington Manor – East of, and adjacent to, Pin Oak Subdivision.

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

Sanitary Sewer

Each apartment building will be connected to extensions of the existing eight-inch (8") sanitary sewer main located along the southern edge of the property. Each building is proposed to have three 6" service lines. However, the sewer tap fees are required for each unit, which will equate to \$272,000. The fee will be distributed to the three buildings and will be paid as part of the building permit fees.

Sewer Facility Data

164 single-family homes, including patio homes
x 300 gpd maximum average per unit (i.e. 100 gpd per person)
49,200 gpd

88 duplexes (units)
x 300 gpd maximum average per unit (i.e. 100 gpd per person)
26,400 gpd

68 apartments
x 200 gpd maximum average per unit (i.e. 100 gpd per person)
13,600 gpd

Total estimated gpd of sewer effluent = 89,200 gpd

Existing Capacity = 1.2 million gpd

Current Usage = 520,000 gpd

Reserve Capacity = 680,000 gpd

With the upgrade of the sewer plant that is currently under construction, the City of Basehor will have the capacity to accommodate the increased demand.

Water

Domestic

This development will be served by Consolidated Rural Water District #1. CRW has made comments, which have been forwarded to the developer.

Fire Protection

Fire hydrants will be located every 500 feet along the streets throughout all of the subdivision with the exception of phase 5, where they will be located no more than 300 apart. The apartment buildings will likely require internal fire sprinkler systems, which will be determined at the final development plan stage for that phase of the development.

9. **Extent of the Impact on Traffic Flow and Parking** – The proposed development includes approximately 2.1 miles of additional streets. Two entrances to the subdivision are proposed on 155 Street and; one at Garden Parkway, which will be part of Phase I; and one at Lakeside Drive (Lakeside Drive is so named because of its alignment with a street of the same name in Prairie Lake Estates). All rights-of-way are 50 feet wide, with the exception of Garden Parkway, which is 60 feet.

Traffic in this area will increase as a direct result of this development. Several different land use codes from the Trip Generation Manual were used to determine the average daily trips (ADT) for this development, including “single-family”, “rental townhouse”, and “apartments”. The estimated trip generations for this development are as follows:

Single-Family

Peak Hour ADT

9.57 ADT per unit per day
x 164 units
1570 ADT

123 AM 165 PM

Residential Condominium/Townhouse

5.86 ADT per unit per day
x 88 units
516 ADT

39 AM 46 PM

Apartments

6.72 ADT per unit per day
x 68 units
457 ADT

34 AM 42 PM

Total = 2,543 average daily trips (ADT)

176 AM 229 PM

The maximum capacity of a two-lane street, comparable to the segments of 155 Street and 158 Street, between Parallel Road and State Avenue, is between 8,000 and 10,000 daily trips. The current traffic counts on 155 Street are between 2,000-3,000 trips per day. Therefore, the existing surrounding street system of 155 Street and 158 Street has existing capacity to accommodate the new development.

Transportation Excise Tax

A transportation excise tax will apply to the property in the amount of nine cents (.09) per square foot of the total area within the subject property. None of the streets would be exempted in this case because they are not designated collector or arterial streets. Therefore, the total excise tax that will apply to the development (based on 94.01 acres) is approximately \$368,556.80.

Street System

Additional street connections to 158 Street from the latter phases of the development should be considered to relieve future traffic volumes on 155 Street and at the intersection with State Avenue. Although, 158 Street/State Avenue intersection will not currently accommodate a substantial increase in traffic, the 24/40 Corridor Plan designates 158 Street for a future traffic signal, which will increase the functionality of the intersection when the signal is installed. By the

time phases 4 and 6 are constructed, the traffic counts at that time may justify the traffic signal at 158 Street/State Avenue.

Public vs. Private Streets

The streets rights-of-way in phase 6 should be platted as public streets. The proposed plan implies that these streets will be privately maintained, which is not preferred by the city.

Emergency Vehicle Access

The final plat for phase I includes 55 lots. Recent past practice has been to limit subdivisions to not more than 40 lots with only one access into the development. According to the phasing plan, the developer intends to construct all of phases 1, 2 and 3 (a total of 106 lots) with only one access point.

Parking

Two parking spaces for each single-family home are required. These spaces can be on a driveway surface or in garages. The Zoning Ordinance also provides different parking regulations for multi-family housing based on the number of bedrooms, as follows:

Multi-Family Parking Standards

Efficiency – 1.0 parking spaces per dwelling unit

One or two bedrooms – 1.5 parking spaces per dwelling unit

Three or more bedrooms – 2 parking spaces per dwelling unit.

The plan indicates 68 units in the proposed apartment complex, which will require a minimum of 102 parking spaces (assuming at least one bedroom in each unit). It appears that with the garage parking, driveway parking and accessory parking shown on the plan, adequate parking will be available. The parking will be reviewed in more detail with the final development plan for phase 5.

10. **Environmental Impacts**

Stormwater Management

Sheet 1 of the development plans show the locations of the stormwater detention basins. A drainage plan was submitted with the previous submittal and the City Engineer determined that detention will be required for this development.

Drainage from this development will enter the Hog Creek drainage system. The drainage report indicates that post-development stormwater discharge from the site will be below allowable release rates per the City of Basehor specifications.

Floodplain

The property contains a substantial amount of floodplain adjacent to the creek areas. The floodplain has been delineated on the preliminary development plan. Proper documentation of base flood elevations and relative street surface elevations will be required on the final plat and construction plans. The base flood elevation will also be evaluated with each building permit.

Notice of Intent (NOI)

An NOI must be submitted to the Kansas Department of Health and Environment (KDHE) and the City must receive the authorization from KDHE prior to the commencement of grading or construction on any portion of the project.

Common Areas/Open Space

The proposed development plan indicates that 24.83 acres of open space is provided within the subdivision. However, much of these areas cannot be included as open space, according to the current Zoning Regulations. According to the current requirements for open space in planned residential subdivisions, a minimum of 25% of the land area must be designated as usable open space, of which rights-of-way and stormwater detention areas cannot be used unless they are designed for public recreational use. Of the three tracts designated for open space on the plan, Tract B cannot be used as part of the open space calculations because it cannot be used for passive or active recreation.

The calculations for open space are as follows:

Open Space Calculations

	Acres	Sq. Ft.	Percentage
Total Property Area	94.01	4,095,075.60	
Req. Open Space (25%)	23.50	1,023,768.90	25.00%
Qualifying Open Space			
Tract A	13.89	605,048.40	
Tract C	0.74	32,234.40	
Pedestrian Easements	1.61	70,131.60	
Total Proposed	16.24	707,414.40	17.27%
Deficiency	7.26	316,354.50	7.73%

The table above indicates that the proposed subdivision only contains approximately 16.24 acres of open space, where 23.5 acres are required. Therefore, the proposed plan needs an additional 7.26 acres of open space to meet the current open space requirements.

A diagram showing the proposed open space is provided as part of the agenda item with the proposed open space areas partially shaded.

Landscaping

A landscaping plan has been submitted as part of the preliminary development plan. The trees and landscaping noted on the plan are as follows:

Required Open Space: 23.50 ac. (94.01 ac. x 25%)

Total Open Space Provided: To be determined

Base trees provided: 377 + existing trees

Street trees provided: 446

The landscaping likely exceeds the requirements of the zoning regulations because the amount of usable open space has been overestimated on the plan. Much of what is identified on the plan as "usable open space" cannot be considered such according to our current zoning regulations.

Park Fees

The developer will be required to pay \$200.00 per residential unit for park fees, as required by the City's subdivision regulations. The total park fees associated with the development will be approximately \$63,600.

Recommendation

The Planning Department is not providing a recommendation for the preliminary development plan and preliminary plat. However, if the Planning Commission recommends approval of the preliminary development plan and preliminary plat, the follow conditions should apply:

1. Any and all public sewer easements shall be granted to the city via a separate instrument and recorded with the Leavenworth County Register of Deeds Office no later than 30 days after the approval of the final plat for phase 1.
2. Land for a 20 feet wide public trail right-of-way, which will be generally located along the creek near the north end of the property, shall be granted to the city via a separate instrument and recorded at the County to allow a trail to be constructed from 155 Street to 158 Street. The final trail route will be determined by the city.

3. Any and all public trail easements/rights-of-way shall be granted to the city via a separate instrument and recorded with the Leavenworth County Register of Deeds Office no later than 30 days after the approval of the final plat for phase 1.
4. If the city is unable to secure state/federal funding for the proposed public portion of the trail, the developer will be responsible for its construction as part of the development of the subdivision.
5. All portions of the walking/bike trail shall be a minimum of eight feet (8') wide and constructed to Kansas City APWA standards.
6. Connect the proposed 156 Street with 156 Street in Creek Ridge.
7. Provide a street connection from Phase 6 directly to Garden Parkway.
8. Additional street connections to 158 Street from the latter phases of the development should be considered to relieve future traffic volumes at 155 Street/State Avenue.
9. The streets in phase 6 should be placed in public rights-of-way, which will be accepted by the city for future maintenance.
10. Reconfigure the phasing plan to provide more than one access point for phase 1, 2 and 3.
11. Due to the style of housing in Phase 5, several different building designs shall be incorporated to provide diversity in housing and avoid the "cookie cutter" design.
12. Additional usable open space, as defined in the current zoning regulations, shall be delineated on the plan.
13. Five-foot (5') wide sidewalks are required on both sides of Garden Parkway.
14. An NOI must be submitted to the Kansas Department of Health and Environment (KDHE) and the City must receive the authorization from KDHE prior to the commencement of grading or construction on any portion of the project.
15. Provide a plan indicating when the amenities such as the clubhouses, pools and trails will be constructed in relation to the phase of the subdivision.
16. The following proposed streets names shall be changed due to existing streets within the city that closely align:
 - a. Tyler Street shall be changed to Craig Street.
 - b. 157 Lane shall be changed to 157 Street.
 - c. The southernmost entrance to Phase 6 shall be named Craig Street.
 - d. Shelby Avenue shall be named Craig Street.

17. Correct the reference to Ordinances 21.04 and 21.06 on the Plan in item #23 of the General Notes to refer to "Sections 21.04/21.06 of the Zoning Regulations.
18. Revise general note #13 to show water to be owned and maintained by CRWD#1 not the City of Basehor.

Additional conditions added from MHS letter dated February 24, 2005

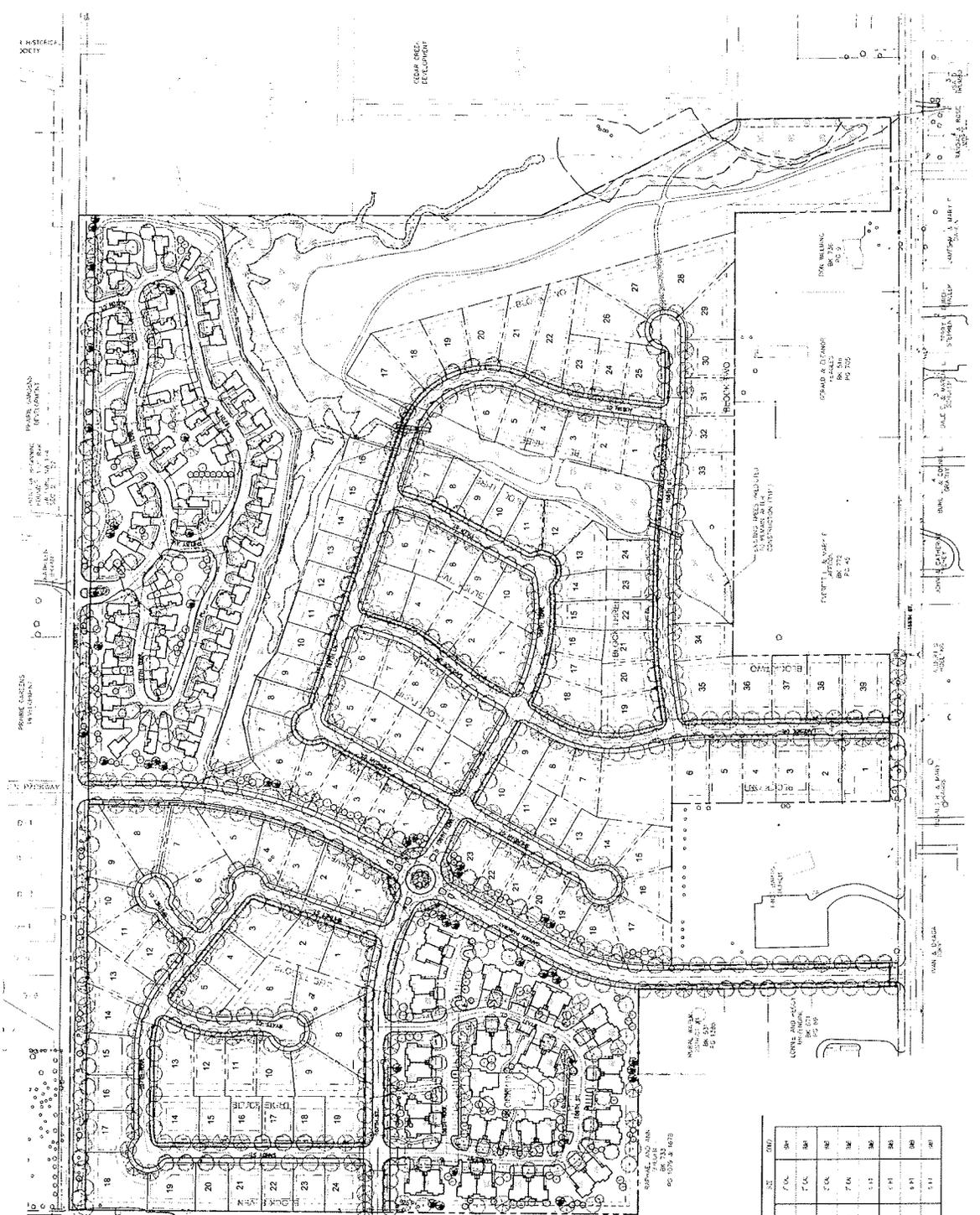
1. There were no listed storm crossings for 158th Street. There appears to be a low point along 158th Street: Please confirm that there are no drainage ways under this road and explain how overflow from this low point will be conveyed to the storm sewer system.
2. Detention requirements can be waived if proven that detention actually increases peak flows downstream. A macro-study comparing existing peak flows, peak flows with detention, and peak flows without detention at the immediate downstream location and at the downstream culvert of 158th Street would indicate whether detention will be required.
3. Although the distance between the centerlines of Prairie Gardens four lane street and Shelby Lane are over 150 feet, staff recommends that the Planning Commission review and discuss potential concerns for this street layout.
4. Repeat Comment: **Minimum horizontal curve radii allowed for Local streets are 200-ft. Adjust horizontal alignment of streets accordingly.**
5. Although the City of Basehor does not have a written requirement for 400-ft spacing for local roadways along Garden Parkway, this standard is typical engineering design. Staff recommends that the Planning Commission review and discuss potential concerns of the proposed street layout (access for fire department, potential traffic overload at the few streets connecting to the collector streets, etc.)
6. Repeat Comment: **Extend sanitary to east right of way line on Lakeside Drive for future upland connection and removal of the existing City Lift Station.**
7. Provide a dedicated easement to the east property line to allow for connection of gravity line located between Mortell and Trumbo properties. The City of Basehor will coordinate with Landplan on the placement of this easement.
8. Repeat Comment: **Per Basehor Subdivision Regulations (BSR) 2-102.2.A, the name and seal of the licensed Land Surveyor preparing the plat on the face of the document.**
9. Repeat Comment: **Per BSR 4-110.1.B, project benchmark and datum reference shall be shown on preliminary plat.**
10. Repeat Comment: **Per KSA 58-2004, please add the legal description closure calculations to the face of the document.**

11. Per minimum standards, identify the northern and southern section corners that establish the west section line of Section 2-11-22.
12. Bearings and radii labels shall be added for Phases 5 and 6.
13. Administrative Note. The Public Improvement Plans shall be at an approvable stage prior to approval of the Final Plat by the Planning Commission.



A Preliminary Development Plan for
Tomahawk Valley
 Basehor, Kansas

THIS DRAWING IS FOR
 PLANNING PURPOSES ONLY.
 IT IS NOT TO BE USED FOR
 CONSTRUCTION.

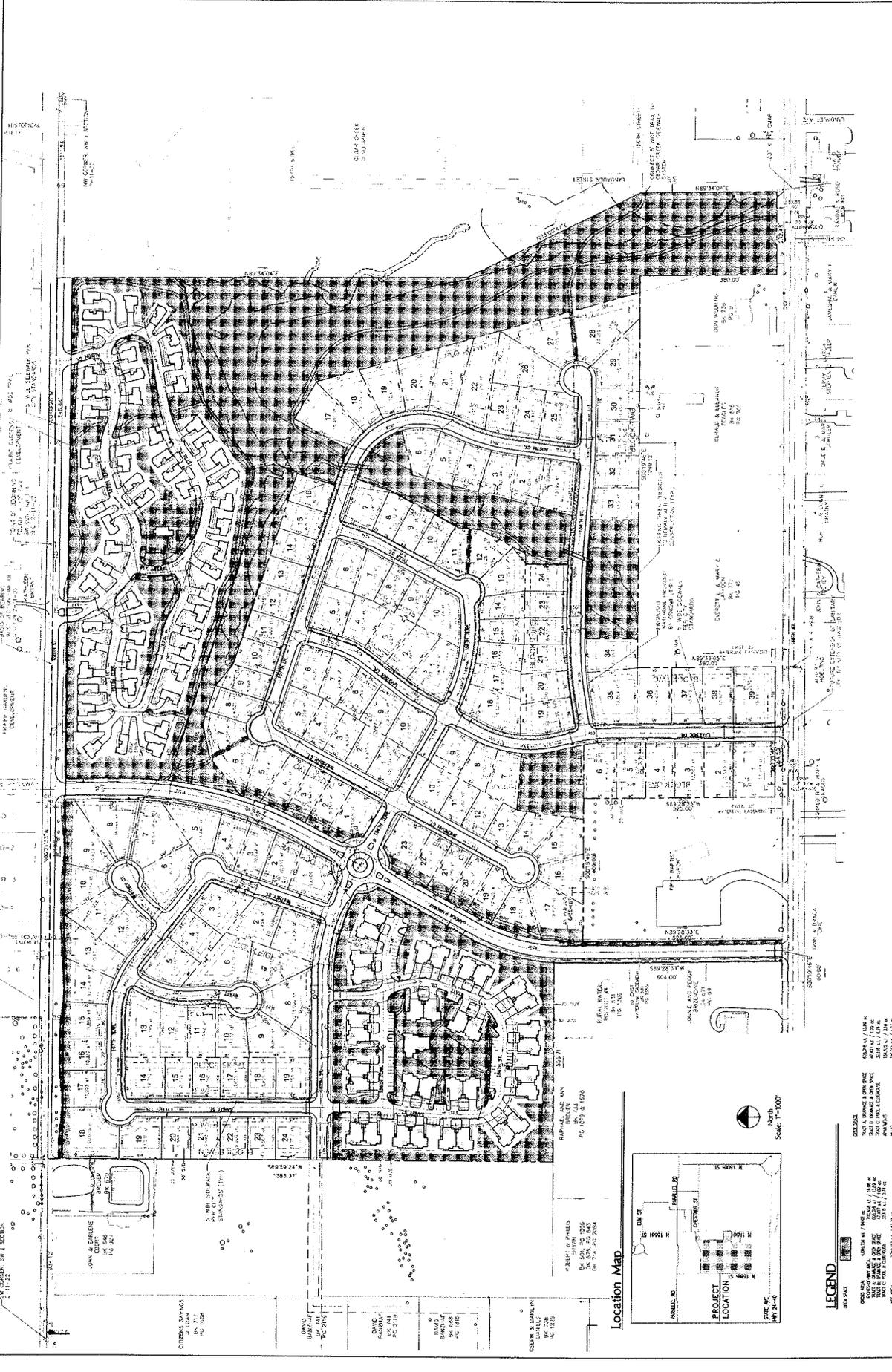


Plant Schedule

NO.	SYMBOL	NAME	SIZE	QTY
101	(Symbol)	LAUREL OLEANDER / W/ 18"	7' O.A.	500
102	(Symbol)	FRAGRANT HYDRANGEA / W/ 18"	7' O.A.	500
103	(Symbol)	YUCCA / CORNUS / ZINNIA PLANTING	7' O.A.	500
104	(Symbol)	USA CORNUS MAJORIS / GARDEN SPUR	7' O.A.	500
105	(Symbol)	IRIS / CORNUS / W/ 18"	5' 12"	300
106	(Symbol)	IRIS / CORNUS / W/ 18"	5' 12"	300
107	(Symbol)	IRIS / CORNUS / W/ 18"	5' 12"	300
108	(Symbol)	IRIS / CORNUS / W/ 18"	5' 12"	300
109	(Symbol)	IRIS / CORNUS / W/ 18"	5' 12"	300
110	(Symbol)	IRIS / CORNUS / W/ 18"	5' 12"	300

Notes:
 1. All plants to be installed in accordance with the Plant Schedule.
 2. All plants to be installed in accordance with the Plant Schedule.
 3. All plants to be installed in accordance with the Plant Schedule.

Prepared by: [Name]
 Checked by: [Name]
 Date: [Date]
 Scale: 1" = 30'
 Project: Tomahawk Valley
 Sheet: 2 of 3



A Preliminary Development Plan for
Tomahawk Valley
 Basehor, Kansas

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JOHN G. CHALMERS
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 Basehor, MO 64008
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 PG. 627

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LEGEND
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Project Benchmark
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 2. 11:25
 3. 11:25

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

JUN 4 2009

Project Name & Description TOMAHAWK VALLEY		Total Site Acreage 9.4	Present Zoning P-R
Legal Description (May be attached as separate sheet) (On attached CD)		Proposed Zoning P-R	
Project Address / General Location 155th & 158th Street		Presubmittal Date	
Parcel ID Number (CAMA Number) 181-02-0-00-00-005.00 and 005.05		Floor Area Classification	
Property Owner Name Miles Excavating Inc	Phone 913 724-1934	Fax 913 724-2529	
Property Owner Address 15063 State Avenue	City Basehor	State Ks	Zip 66007
Applicant's Name (if different from above) Steve Miles	Phone	Fax	
Applicant's Address	City	State	Zip
Applicant's mobile phone 816 769-6572	Property Owner and/or Applicant's E-mail address janebc@milesexcavating.com		

APPLICATION TYPE	
<input type="checkbox"/> Annexation	<input checked="" 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 checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____
Proposed Use	
<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Agriculture <input type="checkbox"/> Other _____

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

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

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

<i>x</i> <u>Steve Miles</u>	<u>6-3-09</u>	Office Use Only	<input checked="" type="checkbox"/> Filing Fee \$ <u>250</u>	<input checked="" type="checkbox"/> Received by <u>[Signature]</u>	<input type="checkbox"/> # of Plans _____
Signature	Date	<input 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 06/11/2009 with publications being made on the following dates:

06/11/2009

Eckley

Subscribed and sworn to before me this 6-11-09

[Signature]

Notary Public

My Appointment expires: 3-15-2011

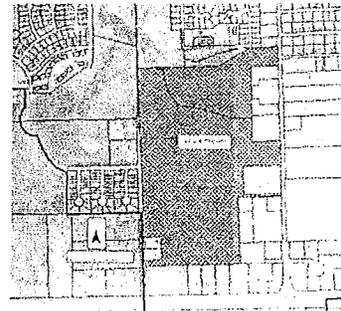
STATE OF KANSAS

Publication Charges	\$78.00
Notary And Affidavit	\$0.00
Additional Copies	\$0.00
	\$78.00

(First published in the Basehor Sentinel, Thursday, June 11, 2009)

**PUBLIC 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, July 7, 2009 at 7:00 PM, in the meeting room of City Hall to consider a request for a Preliminary Development Plan and Preliminary Plat for the Tomahawk Valley Subdivision to be located on property legally described herein. The property is generally located between 155 Street and 158 Street and between State Avenue and Parallel Road. The subject property is legally described as follows and is shown in the following map.



Legal description:

A tract of land being part of the Northwest Quarter and Southwest Quarter of Section 2, Township 11, Range 22, Leavenworth County, Kansas more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of Section 2, Township 11, Range 22, Leavenworth County, Kansas; thence North 00 degrees 08 minutes 28 seconds West along the West line of said Northwest Quarter a distance of 746.44 feet; thence North 89 degrees 34 minutes 04 seconds East a distance of 1130.52 feet; thence North 63 degrees 00 minutes 47 seconds East a distance of 532.33 feet; thence North 89 degrees 34 minutes 04 seconds East a distance of 379.53 feet to the West right-of-way line of 155th Street; thence South 00 degrees 19 minutes 46 seconds East along said West right-of-way line a distance of 232.48 feet; thence South 89 degrees 33 minutes 05 seconds West a distance of 380.00 feet; thence South 00 degrees 19 minutes 46 seconds East a distance of 1099.12 feet; thence North 89 degrees 33 minutes 05 seconds East a distance of 380.00 feet to the West right-of-way line of 155th Street; thence South 00 degrees 19 minutes 46 seconds East along said West right-of-way line a distance of 364.50 feet; thence South 89 degrees 28 minutes 33 seconds West a distance of 525.00 feet; thence South 00 degrees 19 minutes 46 seconds East a distance of 400.00 feet; thence North 89 degrees 28 minutes 33 seconds East a distance of 525.00 feet to the West right-of-way line of 155th Street; thence South 00 degrees 19 minutes 46 seconds East along said West right-of-way line a distance of 60.00 feet; thence South 89 degrees 28 minutes 33 seconds West a distance of 604.00 feet; thence South 00 degrees 19 minutes 46 seconds East a distance of 555.71 feet; thence South 89 degrees 59 minutes 24 seconds West a distance of 1383.37 feet to the West line of the Southwest Quarter of said Section 2; thence North 00 degrees 21 minutes 33 seconds West along said West line a distance of 1718.22 feet to the Southwest corner of the Northwest Quarter of said Section 2 and the point of beginning; containing 94.01 acres more or less.

All persons who desire to comment for or against said applications 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 applications may be directed to Dustin Smith, Planning Director, at (913) 724-1370 ext. 24

PLANNING COMMISSION
CITY OF BASEHOR

Agenda Item E2
Planning Commission – July 7, 2009

**Preliminary Plat for Tomahawk Valley Subdivision,
as requested by Miles Excavating, LLC.**

The staff report and supporting information for the preliminary plat is contained in the previous item relating to the preliminary development plan. The same conditions attached to the recommendation for approval to the preliminary development plan apply to the preliminary plat.

Staff will be available for discussion at the meeting.

This is a public hearing item that was duly noticed in the Basehor Sentinel, with notices sent via certified mail return receipt requested to owners of property within 200 feet of the subject property boundaries.

The City Council can consider this item at their meeting on August 3, 2009.

Staff Recommendation

Staff recommends approval of the preliminary plat with conditions listed in the staff report.

Agenda Item E3
Planning Commission – July 7, 2009

Final Plat for Tomahawk Valley Subdivision, Phase 1
as requested by Miles Excavating, LLC.

A staff report and reduced copy of the final plat are provided as part of this item.

Staff will be available for discussion at the meeting.

This is a not a public hearing and no notification or publications were required for the final plat.

The City Council can consider this item at their meeting on August 3, 2009.

Staff Recommendation

If the Planning Commission recommends approval of the preliminary development plan and preliminary plat, the final plat for phase 1 can be recommended for approval.

Staff Report

Date: July 7, 2009

Subject: Consideration of Final Plat for Tomahawk Valley, submitted by MEI, LLC on the following described property:

A 18.48 acre tract of land in the Northwest Quarter and Southwest Quarter of Section 2, Township 11 South, Range 22 East of the 6th Principal Meridian in the City of Basehor, Leavenworth County, Kansas

File No: FP-02-06

Applicant: MEI, LLC

Owner: MEI, LLC
Address: 15063 State Ave
Basehor, KS 66007

Engineer/ Architect: N/A

SITE INFORMATION

Location: South of Creek Ridge between 155th and 158th Street
Current Zoning: "P-R" Planned Residential
Future Land Use Map: See below.

STAFF ANALYSIS

Site Characteristics

The site is an 18.48 acre tract located south of Creek Ridge, between 158th and 155th Street. The property is currently vacant and generally slopes toward the middle of the site and discharges along the north property line. This final plat consists of 56 single-family residential lots.

Character of Neighborhood

The proposed use of the property is typical of others in the area. The development of Creek Ridge to the north has single-family, multi-family and commercial properties. The lots to the east are large lot residential. The property to the south is proposed to be commercial and to the west is the Prairie Gardens development.

Adjacent Property

	Zoning	Use
North	PR and CP-1	Planned Res, Multi-Family
South	CP-2	Vacant
East	R-O	Large-lot Residential
West	PR and R-2	Planned Residential and Two-Family Res.

Conformance with the Comprehensive Plan

The final plat complies with the Future Land Use Map (FLUM) of the Comprehensive Plan, as described below. However, several non-compliance issues relating to the other aspects of the Comprehensive Plan, the Zoning Regulations and the Subdivision Regulations were described in detail in the staff report for the preliminary development plan and preliminary plat.

The most relative issue with the final plat is that Phase I will only have one entrance/exit to access 56 lots. Recent past policy has been to require more than one entrance/exit for subdivisions with more than 40 lots.

Conformance with the Future Land Development Plan

The Future Land Use Map (FLUM) identifies the general area of phase 5 and 6 as high-density residential and medium-density residential, respectively. The remaining portion of the site is identified as "Low Density Residential", which shows single-family residential lots. The first phase of subdivision has a development density of approximately 2.98 acres, where the overall single-family residential density is approximately 3.8 units per acre.

Traffic Impact

The traffic impacts related to this plat were analyzed as part of the preliminary development plan and preliminary plat. However, the traffic impacts associated with the 1st plat will be approximately 526 average daily trips (ADT), all of which will impact 155 Street, at least until Garden Parkway is constructed in the latter phases of the development. A large percentage of these trips will move through the intersection at 155 Street and 24/40. 24/40 Highway is a four-lane divided highway capable of handling large volumes of traffic, but the additional trips will increase congestion at the intersection.

Drainage Impact

The site slopes to the center of the site and discharges at the north boundary of the property. A final storm drainage and detention report will be required prior to approval the final plat and improvement plans. The proposed uses associated with the development, as shown on the preliminary development plan, will significantly affect the run-off of storm water on this site.

Recommendation

The Planning Department is withholding recommendation on the final plat, but the final plat for Tomahawk Valley, Phase I is in substantial compliance with the Preliminary Development Plan and Preliminary Plat. If the preliminary development plan and preliminary plat are recommended for approval by the Planning Commission, the final plat can also be recommended for approval, but should include the following conditions:

1. Prior to approval of the Final Plat by Council, the Public Improvement plans shall be submitted to the Planning Department and determined by the City Engineer to be at an approvable stage.
2. All street, storm, and sanitary improvements shall be designed and constructed in conformance with the City of Basehor Standards. The developer shall provide a two-year maintenance bond for the public improvements.
3. All public improvements shall be accepted by the City prior to release of any building permits.
4. Staff comments as well as City and County surveyor comments shall be addressed prior to the Final Plat going to City Council for acceptance.
5. Submit a copy of the Certificate of Title or a Title Insurance Certification.
6. Submit a copy of any restrictive covenants to be filed with the final plat.
7. Reconfigure the phasing plan to provide more than one access point for phase 1, 2 and 3.
8. Any and all public sewer easements shall be granted to the city via a separate instrument and recorded with the Leavenworth County Register of Deeds Office no later than 30 days after the approval of the final plat for phase 1.
9. Any and all public trail easements/rights-of-way shall be granted to the city via a separate instrument and recorded with the Leavenworth County Register of Deeds Office no later than 30 days after the approval of the final plat for phase 1.
10. The final plat shall be amended to show the street names recommended in the approval of the preliminary development plan.
11. Any other conditions from the preliminary development plan/plat approval that apply to the final plat shall be resolved prior to construction beginning on phase 1.

July 14, 2009

Dustin Smith
City of Basehor
2620 N 155th PO BOX 406
Basehor, KS 66007

Subject: Floodplain Regulations Approval for City of Basehor, Kansas

Dear Dustin,

On March 24, 2009, the floodplain management regulations submitted for the City of Basehor, Kansas were received for review. The Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, acting under terms of K.S.A. 12-766, and the administrative regulations adopted pursuant thereto (K.A.R. 5-44-1 through 7) approved your regulations on July 13, 2009. The approved draft ordinance is returned for appropriate action.

When the ordinance has been officially adopted by the City of Basehor, please send a signed copy of the adoption page 19. You can fax this to 785-296-7769. Include the ordinance number in the cover sheet. I will then submit it to the FEMA Regional office. Don't forget that you can use adoption by reference to save money on publication costs. Call me if you need assistance at 785-296-7769. If I am not available please call my colleague, Steve Samuelson at 785-296-4622.

Sincerely,



Sherry Fergel
Floodplain Coordinating Associate

Enclosures: Draft ordinance approved by Chief Engineer

ORDINANCE NO. _____

AN ORDINANCE TO REVISE AND UPDATE THE CITY OF BASEHOR, KANSAS FLOODPLAIN MANAGEMENT ZONING REGULATIONS BY REPEALING ARTICLE 3 OF CHAPTER XVI OF THE MUNICIPAL CODE OF THE CITY OF BASEHOR, KANSAS AND INCORPORATING BY REFERENCE NEW FLOODPLAIN ZONING REGULATIONS BASED ON THE MODEL RECOMMENDED BY FEMA AND THE KANSAS DEPARTMENT OF AGRICULTURE.

WHEREAS, in accordance with Kansas Statute, the City of Basehor, Kansas currently regulates and manages floodplain zoning development through its floodplain zoning regulations found in Article 3 of Chapter XVI of the Municipal Code; and

WHEREAS, in accordance with state and federal law, all such floodplain zoning regulations must be approved by the Chief Engineer of the Kansas Department of Agriculture, Division of Water Resources, Floodplain Program and must coordinate with the requirements and regulations of the National Flood Insurance Act of 1968 as amended; and

WHEREAS, the Chief Engineer of the Kansas Department of Agriculture, Division of Water Resources, Floodplain Program and the officials of the Federal Emergency Management Agency (FEMA) Region VII have recommended that the City of Basehor, Kansas revise its floodplain management zoning regulations and adopt new regulations based upon the recommended model floodplain management regulations;

WHEREAS, upon the recommendation of the Planning Commission, the Governing Body has determined that is in the best interest of the City of Basehor to revise and update the City of Basehor floodplain management zoning regulations by repealing the City of Basehor's current floodplain management zoning regulations and adopting and incorporating by reference new regulations based upon the recommended model floodplain management zoning regulations;

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

SECTION 1.

That Article 3 of Chapter XVI of the Municipal Code is hereby repealed.

SECTION 2.

That the City of Basehor, Kansas Floodplain Management Ordinance is hereby amended by adding a new Article 3, Chapter XVI of the City of Basehor, Kansas Municipal Code, which reads as follows:

INCORPORATION OF FLOODPLAIN MANAGEMENT ZONING ORDINANCE.

Pursuant to the provisions of K.S.A. 12-3009, 12-3010 and 12-3301, there is hereby incorporated by reference for the purpose of providing floodplain zoning regulations within the City of Basehor, Kansas, all of the zoning regulations contained in that document thereafter known and referred to as **the “Floodplain Management Ordinance for the City of Basehor, Kansas Kansas,”** which is based upon and modeled after the Model Floodplain Management Ordinance as approved and recommended by the Federal Emergency Management Agency Region VII and the Kansas Department of Agriculture, Division of Water Resources, Floodplain Program.

No fewer than three copies of the Floodplain Management Ordinance for the City of Basehor, Kansas, shall be marked or **stamped “Official Copy as incorporated by Ordinance No. _____ of the City of Basehor, Kansas,”** and such copies shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours, provided that such official copies may not be removed from City Hall. All City officials requiring the use of the Floodplain Management Ordinance for the City of Basehor, Kansas, shall be supplied, at the expense of the City, such number of official copies of such ordinance as may be deemed expedient by the Governing Body.

SECTION 3.

This ordinance shall take effect and be in force as of the date of its passage, approval publication as provided by law.

PASSED AND ADOPTED by the Governing Body, this _____ day of _____ (month), 20____.

(signature) _____

(printed name) _____
(Mayor)

ATTEST:

Mary Mogle, City Clerk

Approved and Passed this 3rd day of August, 2009.

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ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

SECTION A. STATUTORY AUTHORIZATION

1. *Approval of Draft Ordinance by Kansas Chief Engineer Prior to Adoption*

The following floodplain management regulations, as written, were approved in draft form by the Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture on July 13 2009.

2. *Kansas Statutory Authorization*

The Legislature of the State of Kansas has in K.S.A. 12-741 *et seq.*, and specifically in K.S.A. 12-766, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare. Therefore, the governing body of the City of Basehor, Kansas, ordains as follows:

SECTION B. FINDINGS OF FACT

1. *Flood Losses Resulting from Periodic Inundation*

The special flood hazard areas of Basehor, Kansas are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare; to minimize those losses described in Article 1, Section B(1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); and to meet the requirements of 44 CFR 60.3(b) and K.A.R. 5-44-4 by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and

3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

ARTICLE 2 GENERAL PROVISIONS

SECTION A. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the City of Basehor, Kansas identified as unnumbered A zones on the Index Map dated August 18, 2009 of the Flood Insurance Rate Map (FIRM) as amended and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted, except through the issuance of a floodplain development permit, granted by the Governing Body, or its duly designated representative under such safeguards and restrictions as the Governing Body or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article 4.

SECTION B. COMPLIANCE

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION C. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

SECTION D. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Kansas statutes.

SECTION E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of the City of Basehor, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION F. SEVERABILITY

If any section; clause; provision; or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

ARTICLE 3. ADMINISTRATION

SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

SECTION B. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Planning/Codes Director is hereby appointed to administer and implement the provisions of this ordinance as the Floodplain Administrator.

SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed; and
9. When floodproofing techniques are utilized for a particular non-residential structure, the Floodplain Administrator shall require certification from a registered professional engineer or architect.

SECTION D. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed building or work;
2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the assessed value of the structure and the fair market value of the improvement;
5. Identify the existing base flood elevation and the elevation of the proposed development;
6. Give such other information as reasonably may be required by the Floodplain Administrator;
7. Be accompanied by plans and specifications for proposed construction; and
8. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

ARTICLE 4. PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured homes, within any unnumbered A zone unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the Flood Insurance Rate Map (FIRM) are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If the Flood Insurance Study is not available; the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from State, Federal and other sources.
3. All new construction, subdivision proposals, substantial-improvements, prefabricated buildings, placement of manufactured homes, and other developments shall require:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;

- d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding; and
- f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - (1) All such proposals are consistent with the need to minimize flood damage;
 - (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - (4) All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

4. Agricultural Structures

Structures used solely for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the structure; a variance has been granted from the floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

5. Accessory Structures

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 400 square feet, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; a variance has been granted from the standard floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

6. *Storage, Material, and Equipment*

- a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

- b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

7. *Nonconforming Use*

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance; may be continued subject to the following conditions:

- a. If such structure, use, or utility service is discontinued for 180 consecutive days, any future use of the building shall conform to this ordinance.
- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

8. *Hazardous Materials*

All hazardous material storage and handling sites shall be located out of the special flood hazard area.

9. *Cumulative Improvement*

A structure may be improved (remodeled or enlarged) without conforming to current requirements for elevation so long as the cumulative value of all work done within the last five calendar years does not exceed 50 percent of the structure's current market value. If the cumulative value of the improvement exceeds 50 percent of the structure's current market value, the structure must be brought into compliance with Article 4, Section B(1) which requires elevation of residential structures to or above the base flood elevation or the elevation/floodproofing of non-residential structures to or above the base flood elevation.

SECTION B. SPECIFIC STANDARDS

1. In all areas of special flood hazard, once **base flood elevation** data is obtained, as set forth in Article 4, Section A(2), the following provisions are required:

- a. *Residential Construction*

New construction or substantial-improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to a minimum of one (1) foot above base flood level. **The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.**

- b. *Non-Residential Construction*

New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest

floor, including basement, elevated a minimum of one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed to a minimum of one (1) foot above the base flood elevation. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. **The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.** Such certification shall be provided to the floodplain administrator as set forth in Article 3, Section C(7)(8)(9).

- c. Require for all new construction and substantial-improvements, that fully enclosed areas below the lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and
 - (2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
2. In all areas of special flood hazard, once **floodway** data is obtained, as set forth in Article 4, Section A(2), the following provisions are required:
 - a. The designated floodway shall be based on the standard that the area chosen for the floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation more than one (1) foot at any point; and
 - b. The community shall prohibit any encroachments, including fill, new construction, substantial-improvements, and other development within the designated regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in **any** increase in flood levels within the community during the occurrence of the base flood discharge.

SECTION C. MANUFACTURED HOMES

1. All manufactured homes to be placed within special flood hazard areas shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. Require manufactured homes that are placed or substantially improved within unnumbered A zones on the community's FIRM on sites:
 - a. Outside of a manufactured home park or subdivision;

- b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial-damage" as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to a minimum of one (1) foot above the base flood level and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. **The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.**
3. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within unnumbered A zones on the community's FIRM that are not subject to the provisions of Article 4, Section C(2) of this ordinance, be elevated so that either:
- a. The lowest floor of the manufactured home is a minimum of one (1) foot above the base flood level; or
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. **The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.**

SECTION D. RECREATIONAL VEHICLES

Require that recreational vehicles placed on sites within unnumbered A zones on the community's FIRM either:

- 1. Be on the site for fewer than 180 consecutive days, *or*
- 2. Be fully licensed and ready for highway use*; *or*
- 3. Meet the permitting, elevating, and the anchoring requirements for manufactured homes of this ordinance.

*A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

ARTICLE 5. FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES

SECTION A. ESTABLISHMENT OF APPEAL BOARD

The City of Basehor, Kansas, Board of Zoning Appeals (BZA), as established by City of Basehor, Kansas, shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

SECTION B. RESPONSIBILITY OF APPEAL BOARD

Where an application for a floodplain development permit is denied by the Floodplain Administrator, the applicant may apply for such floodplain development permit directly to the BZA, as defined in Article 5, Section A.

The Appeal Board shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

SECTION C. FURTHER APPEALS

Any person aggrieved by the decision of the BZA or any taxpayer may appeal such decision to the District Court of the County as provided in K.S.A. 12-759 and 12-760.

SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the BZA shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing items two (2) through six (6) below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the reconstruction, repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provided the proposed activity will not preclude the structure's continued historic designation and the variance is the minimum necessary to preserve the historic character and design of the structure.
3. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
6. A community shall notify the applicant in writing over the signature of a community official that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

SECTION F. CONDITIONS FOR APPROVING VARIANCES FOR AGRICULTURAL STRUCTURES

Any variance granted for an agricultural structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article 5, Sections D and E of this ordinance.

In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for agricultural structures that are constructed at-grade and wet-floodproofed.

1. All agricultural structures considered for a variance from the floodplain management regulations of this ordinance shall demonstrate that the varied structure is located in wide, expansive floodplain areas and no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures, such as farmhouses, cannot be considered agricultural structures.

2. Use of the varied structures must be limited to agricultural purposes in zone A only as identified on the community's Flood Insurance Rate Map (FIRM).
3. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (3)(b) of this ordinance.
4. The agricultural structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structures in accordance with Article 4, Section A (3)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
5. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (3)(d) of this ordinance.
6. The agricultural structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article 4, Section B (1)(c) of this ordinance.
7. The agricultural structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section B(2)(b) of this ordinance. No variances may be issued for agricultural structures within any designated floodway, if any increase in flood levels would result during the one percent annual chance flood event, also referred to as the 100-year flood.
8. Major equipment, machinery, or other contents must be protected from any flood damage.
9. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the agricultural structures.
10. A community shall notify the applicant in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
11. Wet-floodproofing construction techniques must be reviewed and approved by the community and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

SECTION G. CONDITIONS FOR APPROVING VARIANCES FOR ACCESSORY STRUCTURES

Any variance granted for an accessory structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article 5, Sections D and E of this ordinance.

In order to minimize flood damages during the one percent annual chance flood event, also referred to as the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for accessory structures that are constructed at-grade and wet-floodproofed.

1. Use of the accessory structures must be solely for parking and limited storage purposes in zone A only as identified on the community's Flood Insurance Rate Map (FIRM).
2. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (3)(b) of this ordinance.
3. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Article 4, Section A (3)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
4. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (3)(d) of this ordinance.
5. The accessory structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article 4, Section B (1)(c) of this ordinance.
6. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section B (2)(b) of this ordinance. No variances may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.
7. Equipment, machinery, or other contents must be protected from any flood damage.
8. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.
9. A community shall notify the applicant in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

12. Wet-floodproofing construction techniques must be reviewed and approved by the community and registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

ARTICLE 6. PENALTIES FOR VIOLATION

Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not less than \$100 and not more than \$500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Basehor or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 7. AMENDMENTS

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Basehor, Kansas. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the FEMA Region VII office. The regulations of this ordinance are in compliance with the NFIP regulations.

ARTICLE 8. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

"100-year Flood" *see "base flood."*

"Accessory Structure" means the same as *"appurtenant structure."*

"Actuarial Rates" *see "risk premium rates."*

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Agricultural Commodities" means agricultural products and livestock.

"Agricultural Structure" means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities.

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Building" *see "structure."*

"Chief Engineer" means the chief engineer of the division of water resources, Kansas Department Of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"existing construction"* may also be referred to as *"existing structures."*

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

"Flood Hazard Map" means the document adopted by the governing body showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (*see "flooding"*).

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain Management Regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* **does not include** a *"recreational vehicle."*

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market Value" or "Fair Market Value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New Construction" means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Participating Community" also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally Above Ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Recreational Vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy A Violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk Premium Rates" means those rates established by the Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

"Special Flood Hazard Area" *see "area of special flood hazard."*

"Special Hazard Area" means an area having special flood hazards and shown on a FIRM or FHBM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor

installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the *actual start of construction* means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the NFIP in the state of Kansas.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation, or a travel trailer, without wheels on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial-Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial-Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before *"start of construction"* of the improvement. This term includes structures which have incurred *"substantial-damage,"* regardless of the actual repair work performed. The term does not, however, include either (1) any project or improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a *"historic structure,"* provided that the alteration will not preclude the structure's continued designation as a *"historic structure."*

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

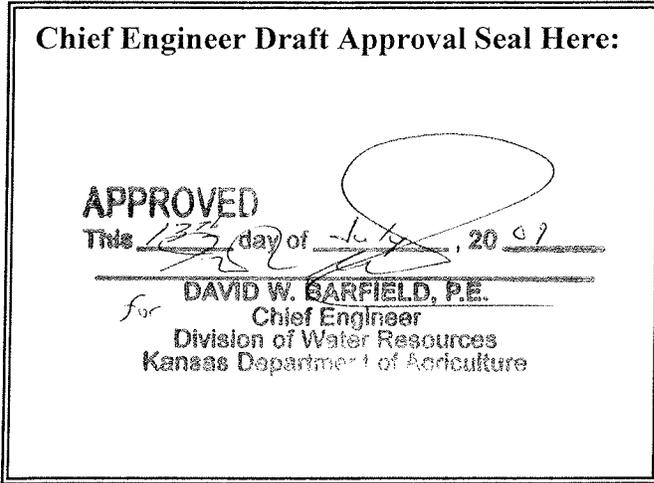
"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

ARTICLE 9. CERTIFICATE OF ADOPTION

This Floodplain Management Ordinance for the community of Basehor, Kansas.

PASSED AND ADOPTED by the Governing Body of the City of Basehor, Kansas.

This _____ day of _____, 20_____.



APPROVED:

Signature of Chief Executive Officer/Chief Elected Official Date

Chief Executive Officer/Chief Elected Official Name (Typed/printed) Title

ATTEST:

Signature of Recording Clerk Date

Recording Clerk Name (Typed/printed) Title

Published in Official News publication _____ (name of Publication).

RESOLUTION 2009-12

RESOLUTION APPROVING EXECUTION OF BYLAWS OF MIDWEST PUBLIC RISK OF KANSAS, INC.

RESOLVED, understanding that all the organizational and legal requirements for creating Midwest Public Risk of Kansas, Inc. (services formerly provided by MARCIT) have been approved by all ten (10) participating Kansas units of local government, and; resolved knowing that the MPR of Kansas, Inc. has now secured approvals from both the state Attorney General and the Department of Insurance, State of Kansas, and a license to conduct business was issued for July 1, 2009.

THEREFORE BE IT RESOLVED, that the Bylaws for Midwest Public Risk of Kansas, Inc. have been duly approved and adopted by the governing body of the City of Basehor, Kansas at their meeting which occurred on the date of August 3, 2009, and

BE IT RESOLVED FURTHER, that the city clerk is named as the member representative for Midwest Public Risk of Kansas, Inc. and is hereby authorized and directed to execute the Bylaws to thereby bind the City of Basehor to comply with the terms and conditions of the Midwest Public Risk of Kansas, Inc. as a contract among the two parties.

PASSED AND APPROVED THIS 3rd day of August in the Year of 2009.

Terry L. Hill, Mayor

Attest:

Mary A. Mogle, CMC, City Clerk



TO: Members – Midwest Public Risk of Kansas, Inc.

FROM: Terry W. Norwood, CEO

DATE: July 22, 2009

RE: Bylaws Resolution

I am pleased to forward to you an example resolution for the Midwest Public Risk of Kansas, Inc. Bylaws. Over the last two years the Board of Directors has jointly worked with the Kansas membership and representatives in the creation of this new Kansas pool. **All** necessary approvals were secured from each of the member's elected boards, the State Attorney General and the Kansas Department of Insurance (DOI). The DOI issued Midwest Public Risk of Kansas, Inc. their license to conduct business on July 1, 2009.

As the Kansas pool is a new and separate legal entity, it is appropriate to have each of our Kansas member's elected board approve the enclosed Bylaws. The Bylaws "mirror" the former MARCIT Bylaws which served the Kansas membership in the past.

I would ask that you place this as an action item on your next available agenda for review and approval.

The following items need to be returned to MPR, attention Joan Wilson:

- ✓ Signed & completed "Agreement and Execution" section of the Bylaws- return last page only
- ✓ Executed and signed copy of your entity's Resolution adopting the Bylaws and designating your current Member Representative

I am available for any questions that you might have.

AGREEMENT AND EXECUTION

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Kansas and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Kansas shall not be effective unless and until a copy of the Resolution of the governing body of the Member which authorizes the execution of these Bylaws is delivered to MPR Kansas and is attached hereto.

Accepted:

Member

Signed

Title

Date

MPR Kansas

Signed: *[Handwritten Signature]*

Title *Chair, MPR-Kansas*

Date *May 8, 2009*

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2009, by and between THE CITY OF BASEHOR, KANSAS (hereinafter "the City") and REAVEY LAW LLC, Livestock Exchange Building, 1600 Genessee, Suite 303, Kansas City, Missouri 64102.

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

1. **Services.** The City hereby engages Mr. Reavey of REAVEY LAW LLC to provide to the City all legal services needed by the City, of whatever nature. Such services include, but are not limited to, attending council meetings when requested, attending any other meetings connected with the City's business, advising the Mayor, the City Administrator, City Council, and City staff on any and all legal matters, preparing resolutions, ordinances, employee handbooks, and handling all litigation and other matters which may arise from time to time. Mr. Reavey agrees to perform the services in a timely, competent, and professional manner, and in accordance with all applicable laws, regulations, and ordinances, and the terms and conditions of this Agreement.
2. **Qualifications.** Mr. Reavey agrees that he will maintain his license and memberships to practice law in all Kansas State and Federal Courts, and will maintain professional liability insurance.
3. **Compensation.** In consideration of the agreements and provisions contained herein, the City agrees to pay Mr. Reavey a monthly retainer of \$1,600 to perform any and all legal services on behalf of the City. In the event Mr. Reavey is required to spend more than 15 hours during any calendar month for performance of legal services needed by the City, then such additional hours shall be billed to the City at a rate of \$110 per hour.
4. **Billing Statements.** Billing statements shall be sent to the City on a monthly basis itemizing services performed pursuant to this Agreement.
5. **Miscellaneous Expenses.** The City will reimburse Mr. Reavey for miscellaneous, out-of-pocket expenses, such as copies, postage, and mileage for out-of-town meetings and appearances.
6. **Other Employment.** During the term hereof, Mr. Reavey is free to pursue other business interests and representation so long as such activities do not adversely affect Mr. Reavey's representation of the City.
7. **Term and Termination.** This Agreement shall be effective upon recommendation by the Mayor and approval by the Governing Body of the City. The Agreement shall continue thereafter for one year at the pleasure of the Governing Body. The Agreement shall be renewable for successive one year periods by appointment by the Mayor and approval by

the Governing Body unless three-months' notice of non-renewal is given by either party. Three months before the renewal date, the parties will engage in good faith negotiation concerning the terms of the next one-year Agreement.

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

THE CITY OF BASEHOR, KANSAS:

By: _____
Mayor Terry Hill, with consent of a
majority of the City Council

REAVEY LAW LLC:

By: _____
Patrick G. Reavey

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the 16th day of July, 2007, by and between THE CITY OF BASEHOR, KANSAS (hereinafter "the City") and REAVEY LAW LLC, Livestock Exchange Building, 1600 Genessee, Suite 303, Kansas City, Missouri 64102.

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

1. **Services.** The City hereby engages Mr. Reavey of REAVEY LAW LLC to provide to the City all legal services needed by the City, of whatever nature. Such services include, but are not limited to, attending council meetings when requested, attending any other meetings connected with the City's business, advising the Mayor, the City Administrator, City Council, and City staff on any and all legal matters, preparing resolutions, ordinances, employee handbooks, and handling all litigation and other matters which may arise from time to time. Mr. Reavey agrees to perform the services in a timely, competent, and professional manner, and in accordance with all applicable laws, regulations, and ordinances, and the terms and conditions of this Agreement.
2. **Qualifications.** Mr. Reavey agrees that he will maintain his license and memberships to practice law in all Kansas State and Federal Courts, and will maintain professional liability insurance.
3. **Compensation.** In consideration of the agreements and provisions contained herein, the City agrees to pay Mr. Reavey a monthly retainer of \$1,500 to perform any and all legal services on behalf of the City. In the event Mr. Reavey is required to spend more than 15 hours during any calendar month for performance of legal services needed by the City, then such additional hours shall be billed to the City at a rate of \$100 per hour.
4. **Billing Statements.** Billing statements shall be sent to the City on a monthly basis itemizing services performed pursuant to this Agreement.
5. **Miscellaneous Expenses.** The City will reimburse Mr. Reavey for miscellaneous, out-of-pocket expenses, such as copies, postage, and mileage for out-of-town meetings and appearances.
6. **Other Employment.** During the term hereof, Mr. Reavey is free to pursue other business interests and representation so long as such activities do not adversely affect Mr. Reavey's representation of the City.

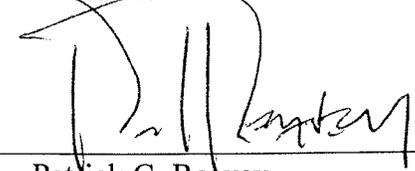
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IN WITNESS WHEREOF, the parties, voluntarily and with full knowledge of the contents hereof, have executed this Agreement.

THE CITY OF BASEHOR, KANSAS:

By: 
Mayor Chris Garcia, with consent of a
majority of the City Council

REAVEY LAW LLC:

By: 
Patrick G. Reavey