

AGENDA**BASEHOR CITY COUNCIL****August 4, 2008****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 Chris Garcia and Pledge of Allegiance****2. Consent Agenda**

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

- a. Approve Minutes
 1. July 21, 2008 Work Session & Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events
- e. Proclamation on International Homeless Animal Day August 16, 2008

3. Public Hearing – 2009 Budget**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. Joe Kleidosty – monthly sewer bill charges

6. Business

- a. Consider adoption of proposed 2009 Budget.
- b. Consider approval to solicit bids for construction of the wastewater treatment plant expansion.
- c. Consider the contract with Burns & McDonnell Engineers for construction services.
- d. Consider a change in price quote from EIMCO for equipment for the wastewater treatment plant expansion.
- e. Consider a change of relationship with Piper-Jaffray from financial advisor to underwriter status for issuance of temporary notes, Series 2008.

- f. Consider appointment of a replacement Court Appointed Attorney.
- g. Consider amendment to ordinance setting State mandated court fees. 3
- h. Consider approval of a charter ordinance amending charter ordinance #6 to correct the reference to K.S.A. 79-1122.
- i. Consider approval of a charter ordinance repealing charter ordinance 5 which provides for removal of employees if “good cause” is established and implements “at-will” doctrine consistent with the personnel manual.
- j. Consider a charter ordinance repealing charter ordinances 2, 4, and 9, which ordinances exempt the city from laws that have now been repealed by the state legislature.
- k. Consider a charter ordinance exempting the City of Basehor from the provisions of K.S.A. 15-209 regarding residency requirements and providing substitute provisions.
- l. Review results of the sewer line filming project and consider proposals for moving ahead with sewer line repairs.
- m. Consider an appointment to the Park Board.

7. City Administrator Report

8. Mayor’s Report

9. Council Member Reports

10. Executive Session

11. 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.cityof.basehor.org

Minutes

BASEHOR CITY COUNCIL

July 21, 2008

6:00 p.m.

Basehor City Hall

Official Presiding: Iris Dysart, Council President

Members Present: Terry Hill, Roger McDowell, Keith Sifford, Jim Washington

Members Absent: Mayor Chris Garcia

**Staff Present: Carl Slaugh, Mary Mogle, Gene Myracle, Dustin Smith,
Lloyd Martley, Patrick Reavey, David Lutgen**

Newspaper: Lara Hastings, *Basehor Sentinel*

In the absence of Mayor Garcia, President Iris Dysart presided over the work session and regular meeting.

WORK SESSION - 6:00 p.m.

The work session was called to order at 6:05 p.m. by President Dysart. All Council members were present. The city attorney was in attendance.

Discussion of agenda items.

b. Consider approval of a development agreement for Basehor Town Center to implement provisions in the approved benefit districts.

Mr. Slaugh reported the development agreement has been prepared and was basically the same as presented previously with a few changes. Some of the changes included the provision for a letter of credit was removed, developer would pay the 155th Street Benefit District special assessments for property owners on the west side of 155th Street, and the inclusion of a 3% administrative fee.

Councilmember Washington stated the development agreement had substantial changes and felt the agreement was excellent and reduced the City's risk. The agreement now included the developer, City of Basehor, and USD #458 Basehor-Linwood School District. Mr. Reavey stated he was comfortable that the City was protected.

President Dysart (page 5, paragraph 2) questioned why \$216,000 for construction of the water line was left out of the development agreement (page 5, paragraph 5). Council

agreed that the total project amount should be deleted entirely and revise the paragraph to read as follows:

“...with respect to the Basehor Boulevard Improvements, \$1,775,000.00; with respect to the 155th Street Improvements, \$937,500.00; with respect to the Water line Improvements, \$216,000, and with respect to the Sewer Line Improvements, \$834,000.00.”

Mr. Slaugh reported the dollar amounts shown are engineer estimates only and actual costs would be used to issue General Obligation Bonds. Project costs for a temporary construction road would be paid directly by the school and would not be included in the benefit district.

Councilmember Washington asked if the administrative fee was in the appropriate place. Mr. Slaugh reported a 3% administrative fee has been added. Mr. Reavey reported the administrative fee was shown in the “definition” section of the document.

g. Review options for improvements to 155th Street in front of Basehor Town Center and give guidance.

President Dysart asked Brett Napier, engineer for Level 4 Engineering, to explain the proposed alignment of 155th Street. Mr. Napier explained the proposed improvements would include two lanes with a turn lane on the east side of 155th Street. Mr. Slaugh explained due to the elevation difference in front of Pebblebrooke and the cost of utility pole relocation it could possibly save \$106,800 to gradually shift 155th Street east three feet. He further explained that if the sewer line running along the east side of 155th Street was not moved 3 ft. east as well, the new road would cover the sewer line and future repairs difficult and costly. MHS Solutions project engineer Dave Lutgen explained the same sewer line closer to Parallel needed to be replaced and could be encompassed within this project. It would cost approximately \$35,000 to move the sewer line east.

It was pointed out that the school district would need to pay for the temporary construction road; therefore, the clause should be deleted from the agreement.

c. Select priority street or highway projects in the area and give support for the 10-Year Comprehensive Transportation Program for Kansas.

Mr. Slaugh stated KDOT has requested cities send in their support.

President Dysart stated Item 4 was on the K-7 Corridor Plan and asked if the City could apply for funds from both plans. Mr. Slaugh stated the City could apply for funds from both projects.

Seven-minute break. (6:53 p.m.)

REGULAR MEETING – 7:00 p.m.**ROLL CALL BY PRESIDENT DYSART AND PLEDGE OF ALLEGIANCE**

All Council members were 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 7, 2008 Work Session & Regular Meeting
 2. July 14, 2008 work session
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to approve the Consent Agenda. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

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).

Marcia McCown (15021 Lakeview Dr.) requested Council support to reduce the speed limit in Prairie Lakes Subdivision from 30 mph to 20 mph. She pointed out the various 20 mph speed limit zones within the city limit.

Public portion of meeting closed.

SCHEDULED DISCUSSION ITEMS

None

BUSINESS

- a. *Consider a letter of commendation for police officer Mike Joslyn.*

Chief Martley introduced Officer Mike Joslyn. *(Tape 1, Side B)* Mr. Joslyn started as a part-time officer and was promoted to full-time. A commendation was presented to Officer Joslyn for his participation in preventing a home burglary.

A motion was made by Councilmember Washington and seconded by Councilmember Hill moved to prepare a resolution from the governing body endorsing the letter of commendation for Officer Joslyn. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

b. Consider approval of a development agreement for Basehor Town Center to implement provisions in the approved benefit districts.

A motion was made by Councilmember Hill and seconded by Councilmember Washington to approve the Development Agreement for Basehor Town Center to implement provisions in the approved benefit districts. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

c. Select priority street or highway projects in the area and give support for the 10-Year Comprehensive Transportation Program for Kansas.

Councilmember Washington felt it was politically astute to support another city's project in hopes they would support a Basehor project in the future.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the list of street and highway projects in the area as prepared by staff and support the 10-Year Comprehensive Transportation Program for Kansas. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

d. Consider a request from the Prairie Lake Estates Homeowner's Association to lower the speed limits in the subdivision to 20 m.p.h.

Councilmember's Washington and Hill stated they did not support reducing the speed limit within Prairie Lake Subdivision to 20 mph and recommended they contact the police chief regarding the enforcement of the current 30 mph speed limit. It was pointed out the speed limit signs in the subdivision had been removed. The city superintendent reported he had recently been made aware of the missing signs and assure the Council they would be installed this week.

President Dysart felt if the residents were requesting the speed limit be lowered, the Council should take that into consideration. Prairie Lake resident, Marcia McCown stated the Homeowners Association met a couple of months ago and the members that were present agreed that the speed limit should be reduced. Mr. Myracle recommended installing "Children Playing" signs as well.

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to deny the request from Prairie Lake Estates Homeowners Association to change the speed limit within the subdivision to 20 mph. A roll call vote was taken with all members voting in favor with the exception of President Dysart. Motion passed 4-1.

e. Consider Neighborhood Revitalization Tax Rebate in Sec. 34, Twp 10, Rge 22E,

Lot 13, Block 7, as requested by Pebblebrooke, L.L.C.

The city attorney reported the application fell within the State guidelines.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve the Neighborhood Revitalization Tax Rebate in Sec. 34, Twp 10, Rge 22E, Lot 13, Block 7 as requested by Pebblebrooke, L.L.C. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

f. Consider approval of a formal agreement for funding of the Kansas Sampler Festival.

A motion was made by Councilmember Washington and seconded by Councilmember McDowell to approve the formal agreement for funding of the Kansas Sampler Festival for year 2010 and 2011 [not to exceed \$6725]. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

g. Review options for improvements to 155th Street in front of Basehor Town Center and give guidance.

Mr. Slaugh requested guidance from Council regarding improvements to 155th Street in front of Basehor Town Center. He explained there were three options:

Option A: 36-ft wide (three-lane) 155th Street with the alignment centered on the section line.

Option B: 36-ft wide (three-lane) 155th Street with the alignment centered on a line 3-ft east and parallel to the section line.

Option C: [not listed on the engineer's report] 36-ft wide (three-lane) 155th Street with the alignment centered on a line 3 ft east and parallel to the section line and move 703' of sewer line to the east. All easements and right-of-way on the west side would be retained.

A motion was made by Councilmember Washington and seconded by President Dysart to approve Option C which would move the center line 3 ft east and negotiate with the developer for additional right-of-way necessary to implement the decision. The motion did not include the sewer line; therefore, both members withdrew their motions.

A motion was made by Councilmember Washington and seconded by President Dysart to approve Option C which would move the center line 3 ft east and negotiate with the developer for additional right-of-way necessary to implement the decision and move 703' of sewer line. [Option B with the inclusion of the sewer line]. A roll call vote was taken with all members voting in favor. Motion passed 4-0.

h. Consider authorizing repair by Leavenworth County public works crews for 158th Street from U.S. 24-40 Highway to Parallel Road and Parallel Road from 155th Street to 163rd Street.

Mr. Slauch reported Leavenworth County Public Works submitted a cost estimate of \$30,867.08 plus cost of asphalt materials for repairs to 158th Street from U.S. 24/40 Highway north to Parallel Road and Parallel Road from 155th Street west to 163rd Street. Mr. Myracle estimated the asphalt to cost approximately \$40,000-\$50,000.

President Dysart felt Parallel may require more extensive repairs since it appeared the road base was not adequate for the current traffic. Councilmember Washington stated it would probably cost over \$1 million to improve the road to arterial standards and did not feel the City had the additional funds at this time to perform the major improvement.

A motion was made by Councilmember Washington and seconded by Councilmember Sifford moved to authorize repair by Leavenworth County public works crews for 158th Street from U.S. 24-40 Highway to Parallel Road and Parallel Road from 155th Street to 163rd Street. A roll call vote was taken with all members voting in favor. Motion passed 5-0.

Payment would be made from the Consolidated Highway Fund.

CITY ADMINISTRATOR REPORT

None

MAYOR'S REPORT

None

COUNCIL MEMBER REPORTS

None

EXECUTIVE SESSION

City Attorney Patrick Reavey requested a five-minute Executive Session to discuss an attorney-client privilege matter. He also requested the city administrator be included in the session.

A motion was made by Councilmember Washington and seconded by Councilmember McDowell to convene into an Executive Session with the inclusion of the city administrator not to exceed ten minutes. A roll call vote was taken with all members voting in favor. Motion passed 5-0. (7:50 p.m.)

At 7:55 p.m. the regular meeting was called back to order by President Dysart. She announced that no action was taken during the session and that only the subject mentioned in the motion was discussed.

ADJOURNMENT

There being no further business to discuss, a motion was made by Councilmember Sifford and seconded by Councilmember McDowell to adjourn the meeting. A roll call vote was taken with all members voting in favor. Motion passed 5-0. Meeting adjourned at 7:56 p.m.

Submitted for Council approval with/without corrections or additions this 4th day of August, 2008.

Chris Garcia, Mayor

Attest:

Mary A. Mogle, City Clerk

CHECK REGISTER REPORT

Date: 07/28/2008

AS OF 07/28/08

Time: 11:14am

City Of Basehor

Page: 1

BANK: First State Bank

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
15574	07/18/2008	Printed	EFTPS	EFTPS	FIT/SS/MEDI WITHHOLDING PYMT	10,859.74
15575	07/18/2008	Printed	GRIFFIN/WI	WILLIAM GRIFFIN	BANKRUPTCY WITHHOLDING PYMT	200.00
15576	07/18/2008	Printed	INTERNAL R	INTERNAL REVENUE SERVICE	IRS WITHHOLDING PYMT	431.10
15577	07/18/2008	Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	KS STATE WITHHOLDING PYMT	1,610.65
15578	07/18/2008	Printed	KANSAS PAY	KANSAS PAYMENT CENTER	CHILD SUPPORT WITHHOLDING PYMT	223.50
15579	07/18/2008	Printed	KPF EFT	KPF EFT PROGRAM	KPF WITHHOLDING PYMT	3,480.91
15580	07/28/2008	Printed	ADVANCE IN	ADVANCE INSURANCE COMPANY	EMPL AD&D/LIFE INS PREMIUM	120.00
15581	07/28/2008	Printed	AFLAC	AFLAC	CAFETERIA PLAN WITHHOLDING PYM	856.52
15582	07/28/2008	Printed	BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	EMPL MEDICAL WITHHOLDING PYMT	22,991.22
15583	07/28/2008	Printed	CARAWAY	CARAWAY PRINTING	2000 INSPECTION REPORTS	698.00
15584	07/28/2008	Printed	DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	DUMPSTERS/SOLID & SPECIAL WAST	12,682.93
15585	07/28/2008	Printed	DESIGN ENE	DESIGN ENERGY GROUP	CODE REVIEW FEES LITTLE ANGELS	1,327.50
15586	07/28/2008	Printed	DISPLAY SA	DISPLAY SALES	12 US FLAGS & FLAG POLE ROPE	465.00
15587	07/28/2008	Printed	FISHNET SE	FISHNET SECURITY	3 YEAR KEY FOB TOKENS-KCJIS SY	366.06
15588	07/28/2008	Printed	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	33.91 TONS SAND MIX	267.90
15589	07/28/2008	Printed	ING LIFE	ING LIFE INSURANCE & ANNUITY	DEFERRED COMP PROGRAM 07/08	6,601.75
15590	07/28/2008	Printed	JOCO ENVIR	JOHNSON COUNTY ENVIRONMENTAL	SAMPLE TESTING MAY/JUNE/JULY	1,361.25
15591	07/28/2008	Printed	KACM	KACM	REGISTRATION COURT MNGT CONFER	100.00
15592	07/28/2008	Printed	KANSAS HIG	KANSAS HIGHWAY PATROL	TRAINNG-OFFICER BRIDGMAN	48.00
15593	07/28/2008	Printed	KS TREASUR	KANSAS STATE TREASURER	PRINCIPAL/INTEREST PYMTS BONDS	403,910.63
15594	07/28/2008	Printed	LCDC	LCDC	BOARD MEETING REGISTRATION	14.00
15595	07/28/2008	Printed	LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	BOARDING PRISONERS JUNE 2007	166.25
15596	07/28/2008	Printed	LOVETT-SPR	JERRY LOVETT-SPERLING	MILEAGE REIMB-IIMC REGION MTG	95.80
15597	07/28/2008	Printed	MAAC CLEAN	MAAC CLEANING SPECIALISTS	CLEANING @ CITY HALL	225.00
15598	07/28/2008	Printed	MARCIT	MARCIT	DENTAL INSURANCE WITHHOLDING	1,193.00
15599	07/28/2008	Printed	NAVRATS OF	NAVRAT'S OFFICE PRODUCTS	11,000 IMPRINTED UTILITY BILLS	1,033.70
15600	07/28/2008	Printed	NEXTEL	NEXTEL COMMUNICATIONS	CELLULAR PHONE SERVICES/BATTER	750.95
15601	07/28/2008	Printed	OMB GUNS	OMB GUNS	17 GLOCK 22/4 GLOCK 4 DEPT ISS	8,694.00
15602	07/28/2008	Printed	PIERCE	ROBERT PIERCE	REIMBURSEMENT VHS TAPES	7.52
15603	07/28/2008	Printed	PITNEY BOW	PITNEY BOWES	POSTAGE BY PHONE REFILL	300.00
15604	07/28/2008	Printed	REAVEY LAW	REAVEY LAW LLC	LEGAL SERVICES PROVIDED	1,545.00
15605	07/28/2008	Printed	REDDI ROOT	REDDI ROOT'R PLUMBING	2008 SEWER FILMING 8" MAINS/CL	32,250.00
15606	07/28/2008	Printed	SELECT IMA	SELECT IMAGING	FILEBOUND HOSTING FEE 08-09/08	300.00
15607	07/28/2008	Printed	SIMMONS GU	SIMMONS GUN SPECIALTIES, INC	16 HOLSTERS - NEW DEPT GUN ISS	2,639.84
15608	07/28/2008	Printed	VISA	VISA	TRAINING/MAINT 1YR/CONFERENCE	1,772.49
15609	07/28/2008	Printed	WALMART CO	WALMART COMMUNITY	TRAINING & CITY SUPPLIES/KEYS	154.53
15610	07/28/2008	Printed	WESTAR GRP	WESTAR ENERGY	UTILITIES ELECTRIC	5,438.33

Total Checks:	37	Bank Total:	525,183.07
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Total Checks:	37	Grand Total:	525,183.07
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REVENUE/EXPENDITURE REPORT
AS OF 07/28/08

For the Period: 1/1/2008 to 7/31/2008	Original Bud.	Amended Bud.	YTD Actual	CURR MTH
Fund: 01 - GENERAL FUND				
Revenues	2,467,360.00	2,467,360.00	1,343,486.65	59,134.83
Expenditures	2,178,959.00	2,178,959.00	1,025,874.04	163,378.86
Net Effect for GENERAL FUND	288,401.00	288,401.00	317,612.61	-104,244.03
Fund: 04 - SPECIAL PARK & RECREATION FUND				
Revenues	35,348.00	35,348.00	13,072.17	400.00
Expenditures	19,500.00	19,500.00	3,165.92	0.00
Net Effect for SPECIAL PARK & RECREATION FUND	15,848.00	15,848.00	9,906.25	400.00
Fund: 05 - SEWER FUND				
Revenues	5,851,539.00	5,851,539.00	468,786.62	6,953.45
Expenditures	5,715,259.00	5,715,259.00	846,602.84	115,154.27
Net Effect for SEWER FUND	136,280.00	136,280.00	-377,816.22	-108,200.82
Fund: 07 - CEDAR LAKES MAINTENANCE				
Revenues	14,119.00	14,119.00	10,652.18	0.00
Expenditures	10,500.00	10,500.00	3,113.25	0.00
Net Effect for CEDAR LAKES MAINTENANCE	3,619.00	3,619.00	7,538.93	0.00
Fund: 08 - BOND & INTEREST FUND				
Revenues	890,969.00	890,969.00	783,631.75	0.00
Expenditures	1,011,084.00	1,011,084.00	766,963.97	403,910.63
Net Effect for BOND & INTEREST FUND	-120,115.00	-120,115.00	16,667.78	-403,910.63
Fund: 09 - SOLID WASTE FUND				
Revenues	162,744.00	162,744.00	79,956.60	230.06
Expenditures	162,182.00	162,182.00	78,841.19	11,631.97
Net Effect for SOLID WASTE FUND	562.00	562.00	1,115.41	-11,401.91
Fund: 10 - CONSOLIDATED HIGHWAY FUND				
Revenues	787,548.00	787,548.00	273,579.13	28,111.72
Expenditures	588,700.00	588,700.00	71,550.97	9,586.59
Net Effect for CONSOLIDATED HIGHWAY FUND	198,848.00	198,848.00	202,028.16	18,525.13
Fund: 11 - MUNICIPAL EQUIP RESERVE FUND				
Revenues	218,247.00	218,247.00	1,809.63	0.00
Expenditures	225,000.00	225,000.00	65,357.57	59.14
Net Effect for MUNICIPAL EQUIP RESERVE FUND	-6,753.00	-6,753.00	-63,547.94	-59.14
Fund: 12 - CAPITAL IMPROVEMENT FUND				
Revenues	388,976.00	388,976.00	170,994.08	23,860.41
Expenditures	375,000.00	375,000.00	0.00	0.00
Net Effect for CAPITAL IMPROVEMENT FUND	13,976.00	13,976.00	170,994.08	23,860.41

BALANCE SHEET

AS OF 07/28/08

Page: 1

7/28/2008

11:47 am

City Of Basehor

As of: 7/31/2008

Balances

Fund: 13 - SUMMATION OF ALL FUNDS

Assets

001 FSB CHECKING ACCOUNT	79,116.39
002 FSB MONEY MARKET ACCOUNT	3,253,514.78
016 103-3 OVERNIGHT ACCT MIP	85,805.78
031 30433 CNB 3.10% DUE 10/18/08	800,000.00
045 418000021 COMMERCE 2.25% 08/11	1,400,000.00

Total Assets

5,618,436.95

Liabilities

214 SEWER FUND MONTHLY BALANCE	543,854.85
215 SOLID WASTE MONTHLY BALANCE	79,428.01
216 GENERAL FUND MONTHLY BALANCE	1,650,078.96
218 MUNICIPAL EQUIP FUND MO BAL	139,526.22
219 CAPITAL IMPROVE FUND MO BAL	884,654.91
220 SPECIAL PARK & REC FUND MO BAL	132,566.40
221 CONS HIGHWAY FUND MONTHLY BAL	2,033,825.96
226 BOND & INTEREST MONTHLY BAL	83,440.12
300 CL MAINTENANCE MONTLY BALANCE	71,061.52

Total Liabilities

5,618,436.95

Total Liabilities & Balances

5,618,436.95

**City of Basehor
August 2008 Monthly Calendar of Events**

Date	Time	Event	Location
2	Noon-3:00	Staff & Board Appreciation Family Picnic	Shelter House-City Park
4	6:00 p.m.	City Council Work Session & Meeting	City Hall Meeting Room
5	6:30 p.m.	Planning Commission Work Session and Meeting	City Hall Meeting Room
6	8:00 a.m.	Chamber of Commerce Board Mtg	First State Bank & Trust
11	6:00 p.m.	City Council Work Session	City Hall Meeting Room
12	1:00 p.m.	Municipal Court	City Hall Meeting Room
13	4:00 p.m.	Park Advisory Board Meeting	City Hall Meeting Room
14	11:30 a.m.	LCDC Board Meeting	LCDC Office
18	6:00 p.m.	City Council Work Session & Meeting	City Hall Meeting Room
26	3:00 p.m.	LCDC Infrastructure Meeting	LCDC Office
27	11:45 a.m.	Port Authority Meeting	Heritage Center, 109 Delaware
28	Noon	Chamber Membership Meeting	Reece Nichols Office

Next Meetings:

- September 4, 2008 Work Session & Regular Meeting
- September 8, 2008 Work Session
- September 15, 2008 Work Session & Regular Meeting

Crystal Swann Blackdeer

PO Box 3172, Fort Leavenworth, Kansas 66027
17801 Donahoo Road, Tonganoxie, Kansas 66086

June 24, 2008

Mayor Chris Garcia
P.O. Box 406
Basehor, KS 66007

Sir:

I'm writing to request your support for International Homeless Animals' Day.

International Homeless Animals' Day is a project sponsored and supported by the International Society for Animal Rights (ISAR). Observed the third Saturday of August each year, the purpose of Homeless Animals' Day is to shed light on the tragedy of pet overpopulation. You can read more about this annual event at www.isaronline.org.

Please join with other humane-minded officials and sign the enclosed proclamation. I am also requesting the support of Leavenworth, Lansing, Tonganoxie, and Linwood mayors, as well as the Garrison Commander of Fort Leavenworth and Governor Sebelius.

Thank you for your time and concern for the animals.

Sincerely,


Crystal Swann Blackdeer
913-728-2084



Proclamation

International Homeless Animals' Day™ *August 16, 2008*

- Whereas, the overpopulation of our nation's most popular animals, dogs and cats, results in the killing of millions of dogs, cats, kittens and puppies each year in shelters across the United States, and
- Whereas, the only reason for taking these healthy, adoptable innocent animals' lives is due to the fact that there are too many cats and dogs born as there are families willing to adopt them, and
- Whereas, the taking of the innocent victims' lives forever leaves its mark on the caring shelter personnel who must perform the mass killing of cats and dogs each day to make room for the new arrivals, and
- Whereas, the dog and cat overpopulation crisis can readily be solved, first by having dogs and cats spayed and neutered before their first litter and secondly by adopting a dog or cat from your local animal shelter, and
- Whereas, the irresponsible dog and cat custodians who do not have their pets spayed or neutered are the ones accountable to the taxpayers in this country, for the millions of dollars spent each year on killing unwanted animals they are responsible for bringing into this world, and
- Whereas, humans domesticated dogs and cats, they depend on us, therefore, it is our obligation to provide responsible, humane care for them throughout their life, and

NOW, THEREFORE, I, _____

Mayor of _____

Proclaim August 16, 2008 as *International Homeless Animals' Day*.

FURTHER, I call upon all dog and cat custodians to accept responsibility for the care of their dogs and cats, including having them spayed or neutered to prevent the birth of animals destined to be homeless, unwanted and killed.

Signed this _____ day of _____ 2008.



WORK SESSION AGENDA ITEM INFORMATION FORM

Agenda Item: Budget hearing for the proposed 2009 budget for the City of Basehor and formal adoption of the budget.

Department: Administration

K.S.A. 79-2933

Chapter 79.--TAXATION

Article 29.--MISCELLANEOUS PROVISIONS

79-2933. Time for budget hearing; adoption; validity of levies. The hearing herein required to be held upon all budgets by all taxing subdivisions or municipalities of the state shall be held not less than ten (10) days prior to the date on which they shall certify their annual levies to the county clerk as required by law. After such hearing the budget shall be adopted or amended and adopted as amended, but no levy shall be made until and unless a budget is prepared, published and filed, but no levy of taxes shall be invalidated because of any insufficiency, informality, or delay in preparing, publishing and filing said budget.

History: L. 1933, ch. 316, § 9; L. 1941, ch. 377, § 8; L. 1970, ch. 387, § 4; March 13.

Background/Description of Item:

The final draft of the 2009 budget has been prepared and reviewed by the city council, official notice published in the local newspaper on July 17 and the budget hearing set for August 4, 2008.

The mill levy with the proposed budget has been set at 28.598, up slightly from the 2008 levy of 28.547 and the 2007 levy of 28.536. The net tax to be levied is estimated at \$1,257,166 up 7% over the previous year.

The \$12.1 million overall budget includes projected expenditures in the Sewer Fund of \$7.3 million to cover expected expansion of the wastewater treatment facility and sewer line rehabilitation projects.

The city is projecting expenditures of \$4.0 million for the plant expansion, \$400,000 for sewer line rehabilitation, and \$196,500 in engineering expenses in 2009.

Sales tax revenue so far in 2008 shows an increase of 3.9% over 2007 and modest increases are projected for 2009. Building permits in 2008 have declined, 15 YTD versus 59 for the same period in 2007, signaling a projected decrease in revenue for 2009. The annual increase in personal property valuation declined from 1,092,880 in 2007 to 891,454 in 2008.

The budget includes a projected increase of 26% in medical insurance and a 5% increase in pay for city employees. Road projects planned for 2009 include major improvements to the north half of 150th Street, \$850,000, partially funded by KDOT corridor management funds.

Changes may be made in the proposed budget presented at the public hearing, but may only be adjusted down from the proposed mill levy of 28.598. All council members present at the hearing are required to sign the budget documents.

Recommendation: Adopt the 2009 budget for the City of Basehor.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 4, 2008

City of Basehor

Computation to Determine Limit for 2009

		Amount of Levy
1. Total Tax Levy Amount in 2008 Budget	+ \$	<u>1,174,513</u>
2. Debt Service Levy in 2008 Budget	- \$	<u>131,941</u>
3. Tax Levy Excluding Debt Service	\$	<u>1,042,572</u>
 2008 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2008:	+ <u>2,809,218</u>	
5. Increase in Personal Property for 2008:		
5a. Personal Property 2008	+ <u>891,454</u>	
5b. Personal Property 2007	- <u>1,092,880</u>	
5c. Increase in Personal Property (5a minus 5b)	+ <u>0</u>	
		(Use Only if > 0)
6. Valuation of annexed territory for 2008:		
6a. Real Estate	+ <u>148,038</u>	
6b. State Assessed	+ <u>0</u>	
6c. New Improvements	- <u>0</u>	
6d. Total Adjustment (Sum of 6a, 6b, and 6c)	+ <u>148,038</u>	
7. Valuation of Property that has Changed in Use during 2008:		<u>6,939,574</u>
8. Total Valuation Adjustment (Sum of 4, 5c, 6d & 7)		<u>9,896,830</u>
9. Total Estimated Valuation July 1, 2008	<u>43,959,448</u>	
10. Total Valuation less Valuation Adjustment (9 minus 8)		<u>34,062,618</u>
11. Factor for Increase (8 divided by 10)		<u>0.29055</u>
12. Amount of Increase (11 times 3)	+ \$	<u>302,917</u>
13. Maximum Tax Levy, excluding debt service, without an Ordinance (3 plus 12)	\$	<u>1,345,489</u>
14. Debt Service Levy in this 2009 Budget		<u>29,334</u>
15. Maximum levy, including debt service, without an Ordinance (13 plus 14)		<u>1,374,824</u>

If the 2009 budget includes tax levies exceeding the total on line 15, you must adopt an ordinance to exceed this limit, publish the ordinance, and attach a copy of the published ordinance to this budget.

City of Basehor

Allocation of Motor, Recreational, 16/20M Vehicle Tax & Slider

Budgeted Funds for 2008	Budget Tax Levy Am for 2008	Allocation for Year 2009			
		MVT	RVT	16/20M Veh	Slider
General	1,042,572	136,485	1,184	4,128	0
Bond & Interest	131,941	17,273	150	0	0
TOTAL	1,174,513	153,758	1,334	4,128	0

County Treas Motor Vehicle Estimate 153,758
 County Treasurers Recreational Vehicle Estimate 1,334
 County Treasurers 16/20M Vehicle Estimate 4,128
 County Treasurers Slider Estimate 0

Motor Vehicle Factor 0.13091
 Recreational Vehicle Factor 0.00114
 16/20M Vehicle Factor 0.00352
 Slider Factor 0.00000

General	2007	2008	2009
Resources Available:	3,602,493	3,890,307	1,445,906
Expenditures:			
Salaries & Wages	820,564	1,027,662	1,084,064
Social Security	51,208	63,715	67,098
Medicare	11,977	14,901	15,692
Unemployment Taxes	2,227	1,028	1,082
Medical/Life Insurance	72,108	117,947	143,364
Deferred Compensation	47,642	48,238	67,946
Dental Insurance	7,206	8,852	9,792
Kansas Police & Fireman	52,487	65,505	65,587
Legal Professional Fees	40,749	70,883	50,200
Utilities	13,230	15,290	17,950
Telephone/Fax/Internet	6,317	8,100	6,500
Paging/Wireless	8,594	10,991	9,650
Animal Control Expenses	1,937	4,000	2,500
Notices & Advertisements	4,198	6,150	5,850
Reimbursements	21,121	150,000	20,000
Other Reimbursable Expenses	20,135	16,000	20,000
County Jail	7,193	10,000	10,000
Engineering Services	30,121	20,000	30,000
Municipal Court Judge	3,000	3,600	3,000
Court Fees	11,627	8,740	13,500
Consulting/Special Studies	0	10,000	10,000
Training	15,445	22,500	24,150
Building Demolition	0	5,616	5,616
Vehicle/Equipment Maintenance & Repair	26,571	18,586	21,500
Facility/Park Repair & Maintenance	817	6,260	4,800
Insurance Expenses	60,045	67,500	74,500
Promo/Public Relations Activities	10,660	20,625	29,350
Organizational Membership Dues	10,370	12,074	13,225
Accounting & Audit	20,657	20,000	21,000
Street Lighting	35,614	33,240	40,185
Miscellaneous Contractual Services	37,736	61,883	58,250
Office Supplies	8,854	10,050	10,800
Miscellaneous Commodities	16,664	36,350	33,430
Gas/Oil/Miscellaneous Fluids	39,982	30,240	57,200
Printed Materials/Publications	3,170	6,400	4,650
Postage & Postal Permits	3,694	3,860	5,400
Safety Equipment	6,325	850	5,550
Maintenance Materials & Supplies	1,026	3,250	2,500
Clothing Allowance	10,931	14,426	14,426
Vaccination Allowance	0	200	500
Mileage Reimbursement	325	1,740	1,840
Capital Outlay	16,543	53,030	36,200
Transfer to Consolidated Highway Fund	245,000	350,000	100,000
Transfer to Capital Improvement Fund	245,000	375,000	153,000
Transfer to Equipment Reserve Fund	160,000	215,000	165,000
Transfer to Sewer Fund	100,000	100,000	100,000
Neighborhood Revitalization Rebate	9,975	49,503	17,555
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditure			
Total Expenditures	2,319,040	3,199,785	2,654,402
Unencumbered Cash Balance Dec 31	1,283,453	690,522	xxxxxxxxxxxxxxxxxxxx
007 Budget Authority Limited Amount: 2,695,749		Non-Appropriated Balance	
Violation of Budget Law for 2007:		Total Expenditures/Non-Appropriated Bal	2,654,402
Possible Cash Violation for 2007:		Tax Required	1,208,496
	Delinquency Computation % Rate	1.600%	19,336
	Amount of 2008 Ad Valorem Tax		1,227,832

City of Basehor

2009

JND PAGE

Adopted Budget Bond & Interest	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	109,352	60,326	72,152
Receipts:			
Ad Valorem Tax	0	131,941	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	63	459	
Motor Vehicle Tax	32	0	17,273
Recreational Vehicle Tax	0	0	150
16/20M Vehicle Tax	21	0	0
Special Assessments	496,275	183,290	415,645
Interest Income	6,798	4,220	3,100
Transfer In From Sewer Fund	480,000	488,000	0
Transfer In From General Fund	0	215,000	0
Miscellaneous	0		
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	983,189	1,022,910	436,168
Resources Available:	1,092,541	1,083,236	508,320
Expenditures:			
Falcon Lakes Benefit District	6,879	0	
GO Bond Payments	537,336	523,084	534,971
KDHE Payments	488,000	488,000	0
Neighborhood Revitalization Rebate			2,222
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	1,032,214	1,011,084	537,193
Unencumbered Cash Balance Dec 31	60,326	72,152	xxxxxxxxxxxxxxxxxxxx
2007 Budget Authority Limited Amount: 1,069,450		Non-Appropriated Balance	
Violation of Budget Law for 2007:		Total Expenditures/Non-Appropriated Bal	537,193
Possible Cash Violation for 2007:		Tax Required	28,872
	Delinquency Computation % Rate	1.600%	462
	Amount of 2008 Ad Valorem Tax		29,334

City of Basehor

2009

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	1,719,485	1,834,763	1,946,031
Receipts:			
State of Kansas Gas Tax	99,604	102,680	116,000
County Transfers Gas	8,251	10,270	8,251
Taxes	178,558	278,718	104,707
Local Sales/Use Tax	0	289,907	274,767
Transfer In From General Fund	245,000	0	100,000
Interest on Idle Funds	64,441	18,393	26,900
Miscellaneous	0	0	
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	595,853	699,968	630,625
Resources Available:	2,315,338	2,534,731	2,576,656
Expenditures:			
Capital Outlay	402,100	350,000	835,507
Contractual Services	62,977	181,500	231,950
Commodities	15,497	57,200	59,920
Miscellaneous	0	0	
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	480,574	588,700	1,127,377
Unencumbered Cash Balance Dec 31	1,834,763	1,946,031	1,449,279

007 Budget Authority Limited Amount: 534,415

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

Adopted Budget

Special Park	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	100,474	122,658	138,506
Receipts:			
Local Liquor Tax	7,314	9,284	7,735
Res 93-01 Park Fee	21,600	23,600	13,400
Interest on Idle Funds	4,335	2,464	1,720
Miscellaneous	60	0	0
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	33,309	35,348	22,855
Resources Available:	133,783	158,006	161,362
Expenditures:			
Capital Outlay	6,908	14,500	8,500
Park Maintenance & Repair	4,217	5,000	5,000
Miscellaneous	0	0	
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	11,125	19,500	13,500
Unencumbered Cash Balance Dec 31	122,658	138,506	147,862

007 Budget Authority Limited Amount: 28,932

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

City of Basehor

2009

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Sewer	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	595,678	850,147	986,429
Receipts:			
Sewer Connection Fees	316,335	282,182	214,400
Development Fees	11,100	0	0
Utility Billing Charges	602,330	600,000	651,827
Delinquent Collection Fees	16,771	7,970	20,567
State Revolving Loan Proceeds	82,714	0	0
Transfer From General Fund	100,000	100,000	100,000
Sewer Revolving Loan	0	4,850,000	5,676,000
Interest on Idle Funds	23,250	11,387	10,900
Miscellaneous	926	0	0
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	1,153,426	5,851,539	6,673,694
Resources Available:	1,749,105	6,701,686	7,660,123
Expenditures:			
Personal Services	125,821	161,439	179,683
Contractual Services	151,361	622,478	384,034
Commodities	18,516	35,985	38,785
Capital Outlay	0	7,355	7,355
Capital Improvement	99,400	4,000,000	4,210,000
Sewer Line Rehab	15,860	400,000	1,600,000
Transfers Out To Bond & Interest	488,000	488,000	0
KDHE Principal Payment	0	0	308,434
KDHE Interest/Service Fee Payment	0	0	179,566
KDHE Principal/Interest Payment (New Loan)	0	0	389,986
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditure			
Total Expenditures	898,958	5,715,257	7,297,843
Unencumbered Cash Balance Dec 31	850,147	986,429	362,280

2007 Budget Authority Limited Amount: 1,143,536

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

Adopted Budget

Adopted Budget Solid Waste	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	61,345	71,139	71,701
Receipts:			
Utility Billing Charges	143,484	159,344	157,588
Delinquent Fee Collections	4,287	1,918	5,913
Interest on Idle Funds	2,791	1,482	1,140
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	150,563	162,744	164,641
Resources Available:	211,908	233,883	236,342
Expenditures:			
Personal Services	13,637	20,962	22,879
Contractual Services	108,934	117,670	125,770
Commodities	3,198	3,550	3,500
Transfers to General Fund	15,000	20,000	15,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditure			
Total Expenditures	140,769	162,182	167,149
Unencumbered Cash Balance Dec 31	71,139	71,701	69,193

2007 Budget Authority Limited Amount: 150,852

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

City of Basehor

2009

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Municipal Equipment Reserve	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	136,916	203,074	196,321
Receipts:			
Transfer In From General Fund	160,000	215,000	165,000
Interest on Idle Funds	3,533	3,247	2,300
Miscellaneous	0	0	0
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	163,533	218,247	167,300
Resources Available:	300,449	421,321	363,621
Expenditures:			
Capital Outlay	97,375	225,000	150,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	97,375	225,000	150,000
Unencumbered Cash Balance Dec 31	203,074	196,321	213,621

007 Budget Authority Limited Amount: 105,000

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

Adopted Budget

Capital Improvement	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	592,306	713,661	642,543
Receipts:			
Transfer In From General Fund	245,000	0	153,000
Local Sales/Use Tax	0	289,907	274,767
Interest on Idle Funds	21,291	13,976	11,200
Miscellaneous	0	0	0
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	266,291	303,883	438,967
Resources Available:	858,597	1,017,543	1,081,510
Expenditures:			
Capital Outlay	134,828	375,000	150,000
Contractual Services	10,109	0	0
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	144,936	375,000	150,000
Unencumbered Cash Balance Dec 31	713,661	642,543	931,510

007 Budget Authority Limited Amount: 300,000

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

City of Basehor

2009

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Cedar Lakes Maintenance	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1	52,773	63,523	67,142
Receipts:			
Maintenance Fees	23,393	12,600	10,000
Interest on Idle Funds	2,456	1,519	1,170
Miscellaneous	0	0	
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	25,850	14,119	11,170
Resources Available:	78,623	77,642	78,312
Expenditures:			
Contractual Services	15,100	10,500	17,000
Miscellaneous	0	0	
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	15,100	10,500	17,000
Unencumbered Cash Balance Dec 31	63,523	67,142	61,312

007 Budget Authority Limited Amount: 17,392

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

Adopted Budget

Adopted Budget 0	Prior Year Actual 2007	Current Year Estimate 2008	Proposed Budget Year 2009
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	0

007 Budget Authority Limited Amount: 0

Violation of Budget Law for 2007:

Possible Cash Violation for 2007:

Input sheet for City1.XLS budget form

Enter City Name (City of)

City of Basehor

Enter County Name followed by "County"

Leavenworth

Enter year being budgeted (YYYY)

2009

Enter the following information from the sources shown. This information will be entered on the budget forms in the appropriate locations. If any of the numbers are wrong, change them on this input sheet.

Note: All amounts are to be entered in as whole numbers only.

The input for the following comes directly from the 2008 Budget, Certificate Page:

Fund Names:	Statute	2008
		Tax Levy Amount
General	12-101a	1,042,572
Bond & Interest	10-113	131,941
Fund name for all other funds with a tax levy:		
Total Tax Levy Funds for 2008 Budgeted Year		1,174,513

Other (non-tax levy) fund names:

Special Highway
Special Park
Sewer
Solid Waste
Municipal Equipment Reserve
Capital Improvement
Cedar Lakes Maintenance

Single Non Tax Levy:

1	
2	
3	
4	

Non-Budgeted (A):

1	
2	
3	
4	
5	

Non-Budgeted (B)

1	
2	
3	
4	
5	

From the 2008 Budget, Budget Summary Page

2006 Tax Levy Rate
(2007 Column)

General		28.536
Bond & Interest		
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
Total		28.536

Total Levy Dollar Amount (2007 budget column)	1,012,262
Assessed Valuation for 2006 (2007 budget column)	35,473,155

Outstanding Indebtedness, January 1:	2006	2007
G.O. Bonds	6,365,000	6,085,000
Revenue Bonds		
Other	6,799,838	6,518,450
Lease Purchase Principal		

From: Joe Kleidosty [mailto:drjcoolio@yahoo.com]
Sent: Wednesday, July 23, 2008 12:30 AM
To: Carl Slaugh
Cc: jwashington@cityofbasehor.org; keithsifford@cityofbasehor.org; tlhill@cityofbasehor.org; idysart@att.net; basehormayor@cityofbasehor.org
Subject: RE: Municipal Policy 5.04MP and Ordinance No. 524 have been misinterpreted

Carl,

I would like the opportunity to present my case to the Council again, now that I have read the applicable ordinances and believe that it is being improperly applied. I would like the Council to have copies of this email and copies of the Ordinances so they have the information they need to make an informed decision. If the decision is to deny my request, I would like a more detailed explanation (i.e. provide logic and proof to show that it is being properly applied) than a simple statement from you that the policy was properly applied to my case, as I don't believe it has - I believe I deserve an explanation if the Council plans to deny it. I would like the city attorney to attend, if possible, to provide an explanation as to how s/he believes it was not misinterpreted, as you have indicated that is his/her position - I don't see how that is possible, as the ordinance language is vague and cannot be applied to my specific situation (It needs to apply to my specific situation or it cannot be used as a basis for denial of my request). There is no dispute that I was overcharged; the only issue is if I have the right to collect what I was overcharged (which sounds weird when you think about it, I need a right to collect back what a public entity overcharged my account?)

To show you how much I was being overcharged, my rates actually dropped with the May bill even with the rate increase, because our water usage is minimal.

I would like a fair response to my request, which would be a refund of \$212.17 based on the overcharges. If the Council cannot come to this decision, I am owed a more detailed response than your simple statement that the policy was properly applied. I would like to know your thought process on how it was properly applied to my situation.

Please advise which meeting I can attend to present this to the Council. I was in contact with Terry Thomas right after he left the Council and he indicated that I should pursue it again, as the Council 'will do the 'right' thing. They are all good people who are looking for a 'fair' resolution on policy matters.' (direct quote from his email).

I am looking for a fair resolution. Thanks for your assistance, Joe Kleidosty, 14124 Merion Ct ,

7/29/2008

City of Basehor
Amendment of Municipal Policy Statement

SUBJECT: Wastewater Connection And Treatment Fees	<u>Policy</u> #	<u>Effective</u> Date	<u>Pages</u>
	5.04MP	February 28, 2005	4

THE CITY OF BASEHOR MUNICIPAL POLICY 5.04MP SHALL BE RESTATED AS FOLLOWS:

BACKGROUND

Section 15 Article 2 of the Code of the City of Basehor provides that monthly sewage treatment charges and connection fees shall be established by written policy of the governing body.

PURPOSE

The purpose of this policy statement shall be to establish the rate for individual monthly sewage treatment fees, outline the method to calculate those fees, outline the conditions whereupon individual fees may be adjusted and set the date that an annual fee adjustment shall be effective. In addition, the policy statement shall establish the fee for connection to the city's wastewater treatment system and fees for units outside the city that may be connected to the city's wastewater system.

POLICY

1. Individual monthly wastewater treatment fees shall be based on the average water consumption from the most recent winter months of December, January and February.
2. Individual monthly wastewater treatment fees shall be recalculated and adjusted annually, effective May 1 every year there after.
3. Effective May 1, 2005, the rate for monthly wastewater treatment shall be \$6.99 per 1000 gallons of average monthly water consumption and shall be increased annually, and rounded to the nearest .05 cents.
4. The minimum monthly wastewater treatment fee [or vacant fee] shall be \$9.43 and shall be increased accordingly on an annual basis, effective May 1, 2005.

5. The monthly fee assessed as of May 1, 2005, and every year thereafter, shall remain constant unless the property owner requests a recalculation of water usage, in writing, or a rate change is implemented by the city council. Submittal of water usage records from Consolidated rural Water District No. 1 or Suburban Water may be considered written notice.
6. The connection fee for connection to the city's wastewater treatment system shall be \$2200.00 effective January 1, 2005 and the same shall be increased by \$250.00 every January 1 thereafter.
7. Developments approved, outside the city, before the 18th day of January, 2005 shall be permitted to connect to the city's wastewater system, upon approval of the city council. The connection fees and the monthly wastewater treatment fees for such development that remains outside of the city, after connection, shall be 125% of the established rates.
8. Development approved, outside the city, after the effective date of this policy shall be permitted to connect to the city's wastewater system, upon approval of the city council. The connection fees and monthly wastewater treatment fees for such development that remains outside of the city, after connection, shall be 150% of the established rates.

PROCEDURE

Monthly Wastewater Treatment Fees

1. In March of each year, the utility billing clerk shall request water usage records, for individual units connected to the city's wastewater system, from the water supplier providing water service to those units, for the most recent months of December, January and February. The records shall be reviewed to determine the average monthly water consumption for each unit.
2. Effective May 1, 2005, of years thereafter, the monthly fees for wastewater treatment shall be recalculated using the most recent winter monthly average water consumption.
3. Effective May 1, 2005, the monthly rate for wastewater treatment shall be \$6.99 per 1000 gallons of average monthly water consumption. The rate shall be adjusted in accordance with the annual budget, effective January 1. The rate shall be rounded to the nearest .05 cents.
4. Effective May 1, 2005, the minimum monthly fee for wastewater treatment shall be \$9.43. The rate shall be increased on an annual basis in accordance with the annual budget, January 1.

5. If winter water consumption records are not available for specific units, or they are incomplete, or obviously inaccurate, the base rate shall be assigned as the average monthly water consumption for that unit. Included shall be units connected to private wells, new units, and units that have new occupants. For new occupancy, the fee shall be set at the time of application for wastewater treatment service and shall be recalculated effective May 1, following the next full winter occupancy.
6. New commercial units shall be charged the average of all other units for the first 3 months of occupancy. The occupant shall provide water records for those 3 months, to the utility billing clerk. The information shall be used to determine the average monthly water consumption for the unit and the monthly fee shall be adjusted accordingly.
7. New units that are vacant shall be charged the minimum fee beginning in any partial month following the issuance of an occupancy permit by the building inspector. Upon becoming occupied, the fee shall be calculated as above.
8. No fee shall be prorated for a partial month. Any unit that is vacant for an entire calendar month or more may follow the guidelines as stipulated in POLICY, Section 4.
9. Individuals who demonstrate, prior to June 15th every year, and every year thereafter, following the annual adjustment, that the water consumption records for their unit are inaccurate, or not consistent with their average monthly water consumption, may request that their monthly fee be recalculated using the average water consumption of the most previous 3 months or the average of all other units. The mayor and the utility billing clerk shall determine the most appropriate method to be used, on a case by case basis. It shall be the responsibility of the individual to provide complete records for the previous 3 month period. Adjustments shall not be retroactive.
10. The utility billing clerk shall determine the new monthly wastewater fee based on the 3 month water usage report submitted by the individual. The utility billing clerk shall then submit a report to the city administrator or mayor recommending the new monthly wastewater fee. Based on the information provided to the mayor or city administrator, they shall approve or deny the adjustment. Adjustments shall not be retroactive and will take effect with the next monthly billing cycle.

Connection Fees

Inside of City

1. Each individual unit connected to the city wastewater system shall be charged a connection fee at the time a building permit is issued for construction of the unit,

or upon connection to the wastewater system, in the case of existing units. In cases of multi-unit buildings, a separate fee shall be charged for each separate unit. Effective January 1, 2005, the connection fee shall be \$2200. The fee shall be increased by \$250 annually, effective January 1.

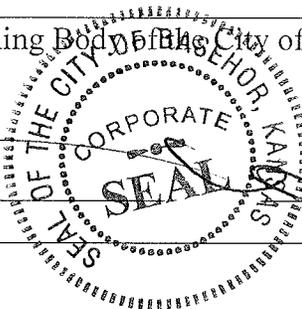
Outside of City

1. Development approved, outside the city, prior to January 18, 2005, shall be approved by the city council. The connection fees and the monthly wastewater treatment fees for such development that remains outside of the city, after connection, shall be 125% of the established rates. The connection fee shall be charged at the time a building permit is issued for construction of the unit, or upon connection to the wastewater system, in the case of existing units.
2. Development approved, outside the city, after January 18, 2005 shall be permitted to connect to the city's wastewater system, upon approval of the city council. The connection fees and the monthly wastewater treatment fees for such development that remains outside of the city, after connection, shall be 150% of the established rates. The connection fee shall be charged at the time a building permit is issued for construction of the unit, or upon connection to the wastewater system, in the case of existing units.

All other provisions of the Municipal Policy Statement not amended herein shall remain the same and shall be in full force and effect from the date of the original adoption of said Municipal Policy Statement by the City of Basehor.

Approved by the Governing Body of the City of Basehor on the 28 day of February, 2005.

Mayor



City Clerk

City of Basehor

Amendment of Municipal Policy Statement

SUBJECT: Wastewater Connection And Treatment Fees	Policy #	Effective Date	Pages
	5.04MP	May 9, 2005	1

The City of Basehor Municipal Policy Statement, #5.04MP shall be amended as follows:

POLICY

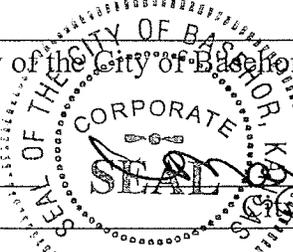
10. The utility billing clerk shall determine the new monthly wastewater fee based on the most recent 3 consecutive month water usage report submitted by the individual. The utility billing clerk shall then submit a report to the city administrator or mayor recommending the new monthly wastewater fee. Based on the information provided to the mayor or city administrator, they shall approve or deny the adjustment. Adjustments shall not be retroactive and will take effect with the next monthly billing cycle. No adjustments to utility accounts shall be made until the customer's account is paid in full.

All other provisions of the Municipal Policy Statement not amended herein shall remain the same and shall be in full force and effect from the date of the original adoption of said Municipal Policy Statement by the City of Basehor.

Approved by the Governing Body of the City of Basehor on the 9th day of May 2005.


 Mayor


 Clerk



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval to solicit bids for construction of the wastewater treatment plant expansion.

Department: Administration, Sewer

Background/Description of Item:

The construction documents for the wastewater treatment plant expansion were submitted by Burns & McDonnell Engineers to the Kansas Department of Health and Environment for review and approval on June 20, 2008 and have been approved (document attached).

The engineer is ready to submit the project for bid with the approval of the governing body.

Bids will be sent out August 5 with a projected bid opening Sept. 4 and bid selection by the city council on Sept. 15. The recommendation by the city council will be sent to KDHE who will review the bid selection and authorize the city to award the contract. Construction may start after the contractor selection is made, contracts signed and performance bonds are secured.

The revolving loan fund application was received by KDHE on July 22, 2008 and a request made to submit an original of the title to the property rather than a faxed copy, otherwise the application was in order.

Funding Source: Sewer Fund

Recommendation: Approve the solicitation for bids for the expansion of the wastewater treatment plant.

Prepared by: Carl E. Slaugh, City Administrator

Council Date: August 4, 2008

SECTION 4 - COMPENSATION

- 4.1.1 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of Paragraph 6.1.2 of the existing AGREEMENT. Lump sum fee shall not exceed the following values without written authorization of the OWNER.
 - 4.1.1.1 For Design Phase Services per sections 1.1 through 1.2 inclusive of all subsections, survey, and geotechnical services, a lump sum fee of three hundred ninety-two thousand dollars (\$392,000).
 - 4.1.1.2 For Bid Phase Services per section 1.3 inclusive of all subsections, a lump sum fee of seven thousand five hundred dollars (\$7,500).
 - 4.1.1.3 For Construction Phase Services per section 1.4 inclusive of all subsections, a lump sum fee of one hundred twenty-nine thousand dollars (\$129,000).
 - 4.1.1.4 Additional services beyond the scope provided herein shall be compensated at a rate negotiated between OWNER and ENGINEER, or otherwise at the ENGINEER's current hourly rate sheet attached to this Authorization.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the contract with Burns & McDonnell Engineers for construction services.

Department: Administration, Sewer

Background/Description of Item:

The city council approved the design contract with Burns & McDonnell engineers for the wastewater treatment plant on April 2, 2007. The contract included several phases of the project. Moving ahead to the next phase of the project does not require formal city council approval, however the resident observer portion of the construction phase has become an issue that requires resolution.

2.1 General	2.5 Final Design Phase (\$352,000)
2.2 Concept development (\$52,400)	2.6 Bidding or Negotiating Phase (\$7,500)
2.3 Schematic Design Phase – included in 2.2	2.7 Construction Phase (\$129,000)
2.4 Preliminary Design Phase – included in 2.2	2.8 Post-Construction Phase included in 2.7

Total Projected Engineering Fees: \$842,900 or 21.1% of construction cost.

In addition to the above fees will be some supplementary services, Survey \$15,000 and geotechnical services \$15,000. The resident observer fees were not included in the above estimates.

Burns and McDonnell originally estimated \$272,000 for construction observation which includes paying an observer for 11 months of full time inspection, began at \$110/hour or \$209,733, then negotiated down to \$100/hour or \$190,666, the remaining amount covers engineering consultation. Staff feels the rate is too high.

An alternative is to negotiate a contract separately with an inspector specially qualified to do the work or to use the services of MHS for the resident observer (\$35-65/hr). A quote was received from a resident observer for \$75/hour or a total of \$143,000, a potential savings of \$47,667.

The resident observer must have the knowledge, skills and special certifications to be a qualified inspector. The keys to a quality construction project are the quality and relationship between the on-site construction manager and the resident observer.

Funding Source: Sewer Fund

Recommendation: Authorize a separate agreement with a contract resident observer.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 4, 2008

From: Keller, Jeff [mailto:jkeller@burnsmcd.com]
Sent: Tuesday, July 29, 2008 5:34 PM
To: Carl Slaugh
Subject: Resident Services

Just to confirm what we discussed earlier, my email to you on 7/2/08 suggested an hourly rate of \$100/hr for a resident. If we assume an 11-month construction period, with full-time hours, gives you \$190,700 for the resident, plus about 4 hours per week of paper handling from the resident by one of our project assistants results in a total for 11 months of \$204,700. I would suggest a contract price with an hourly rate for the resident so that if the job is done in 10 months, you aren't paying for 11 months.

Also – I had described the original mixers in the Eimco bid as being ABS, they are actually manufactured by EMU. My mistake.

*Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com*

SECTION 4 - COMPENSATION

4.1.1 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of Paragraph 6.1.2 of the existing AGREEMENT. Lump sum fee shall not exceed the following values without written authorization of the OWNER.

4.1.1.1 For Design Phase Services per sections 1.1 through 1.2 inclusive of all subsections, survey, and geotechnical services, a lump sum fee of three hundred ninety-two thousand dollars (\$392,000).

4.1.1.2 For Bid Phase Services per section 1.3 inclusive of all subsections, a lump sum fee of seven thousand five hundred dollars (\$7,500).

4.1.1.3 For Construction Phase Services per section 1.4 inclusive of all subsections, a lump sum fee of one hundred twenty-nine thousand dollars (\$129,000).

4.1.1.4 Additional services beyond the scope provided herein shall be compensated at a rate negotiated between OWNER and ENGINEER, or otherwise at the ENGINEER's current hourly rate sheet attached to this Authorization.

Carl Slaugh

From: Keller, Jeff [jkeller@burnsmcd.com]
Sent: Wednesday, July 02, 2008 5:36 PM
To: Carl Slaugh; Gene Myracle Jr.
Cc: Schneider, Eldon; Keller, Jeff
Subject: Misc WWTP info

Gentlemen-

Spoke to our transportation people today about different types of road construction. Our best guess is that the chip & seal road would be 10-15% cheaper than a road made of rock and asphalt. This is mainly due to the rising price of asphalt.

Spoke to JCI about the mixer situation. Andy Mitchell, a VP at JCI told me that JCI would handle work on the Flygt mixers regardless of who provided them. He also assured me that the 5-year warranty would be the same regardless. I asked about the potential savings if JCI procured the mixers and he thought it might save a couple thousand dollars. I agree with that assessment, as the savings would primarily be in the reduced markup. He was reluctant to do this, as it might damage JCI's relationship with Eimco.

FYI I've discussed how we can bring down the price of resident services with my management. There are a couple of approaches you may want to think about. First, we can use a contract employee who bills out at a lower rate. That could bring our hourly rate down to about \$100/hr. That's a 30% discount from my original estimate. The proposed Resident Inspector for this job would be George Allaire, who used to work at B&McD before he retired. Alternately you could consider hiring someone directly, but after you consider all the costs beyond salary for a new City employee, I'm not 100% sure that you'd save money. You'd know better than I. Our main concern here is keeping someone on site who has the right level of experience, rather than staffing it with someone who's not familiar with a complex job like this. Maintaining quality construction will save money by minimizing change orders from the contractor. My #1 goal here is to make sure this job is done right the first time, so the City doesn't have to come back and spend more money 5 or 10 years down the road.

Hope this info helps. Please call or email if you wish to discuss this further.

Jeff

Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com

7/29/2008

July 25, 2008

City of Basehor
2620 N. 155th Street
P.O. Box 406
Basehor, Kansas 66007
Attn: Mr. Carl Slaugh

Re: Resident Engineer

Mr. Slaugh:

I appreciate our discussion of the pending Resident position for the Basehor wastewater expansion project. Unsure of Burns & McDonnell's Resident staffing presentation, I have enclosed my resume for your review. If a resume was offered, it typically is an abbreviated version. The enclosed is inclusive of my 40-year career.

My hourly rate, \$75/hr, is for hours worked only – no weather or sick days, no 40-hour guarantee, no holidays or vacation. I believe this rate is very competitive.

I understand Basehor's cost concerns. Perhaps Basehor, the lending agency, and/or I can creatively develop an inspection program with less City cost.

Should Basehor decide to exclude my project participation, please advise so I can pursue other opportunities. Thanks,

Sincerely

A handwritten signature in cursive script, appearing to read "George Allaire".

George Allaire

Enclosure: Resume

George Allaire

15935 Woodend Road, Bonner Springs, KS 66012
(913) 441-8816
(913) 485-7732 cell
dgallaire@sunflower.com

Education:

B.A. Mathematics/Psychology Northwestern University, 1972

Experience:

1991 – 2007:

Construction Manager, Burns & McDonnell, for SCR retrofit on three-unit coal facility. The \$340M project includes SCRs, new air heaters, and rebuilt precipitators on Unit 3; Units 1 and 2 include SCRs, booster fans, Aux transformers and switchgear, and upgraded CEM systems. Project responsibility includes multi-contract construction management team, project cost and schedule, safety, procurement, and quality assurance.

Project Construction Manager for a (3) 600# per hour package boilers retrofit for refinery process steam. A \$15M EPC contract with responsibility for constructability, subcontract scope development and contracting, construction cost and schedule, field staff, and project turnover. The project scope included site development, utility relocations, process hot taps; equipment erection, commissioning, and turnover.

Project Construction Manager for environmental upgrade of Kansas City International Airport jet fuel tank farm. The \$2.5M project included new truck unloading rack, new storm sewer system, oil/water separator, and upgraded containments.

Resident Manager for Tri-State Generation's Yampa Environmental Project, Units 1 and 2. The \$145M project included new NOx burners, retrofit baghouse, by-pass ducts, upgraded scrubber and air heaters, limestone grinding, and rebuilt ID fans. Responsible for project schedule and contractor coordination, technical compliance, and pay application approval. Developed the documentation for a successful claim defense for abatement issues.

Construction Manager for retrofit corn cook kitchen for Frito Lay plant. The \$6M project included area renovation, 6 new cook kettles, 16 new holding vats, new piping for raw and processed product, and demolition of existing kitchen. Multiple subcontractors met the client's aggressive schedule, completing the 100% wash-down facility early.

Site Manager for fast track EPC contract (\$98M) for an Ameren combustion turbine facility. Project responsibility for site development, subcontract management, project schedule, equipment start-up, and project turnover. The project included (4) LM-6000 turbines, (2) chiller building, GSU transformers, switchyard, admin/control building, fire and demin

water tanks. The facility was completed in nine months-Greenfield site to commercial operation.

Resident engineer for City of Laramie, WY. Responsible for project technical installation of 12 mgd wastewater treatment plant.

Resident engineer for City of Olathe, KS. Responsible for technical compliance for construction of 27 mgd water treatment plant including collector well.

Construction Manager for retrofit (2) 600# per hour package boilers, and (1) 150# boiler into existing process steam system for Proctor & Gamble. The project scope included new building, boilers, new RO filter and demin water systems, PLC controls, and emergency generator.

Electrical Resident Mgr for Old Dominion's Clover Facility- 2-424 MW unit generating station. Responsible for electrical installation compliance, quality inspection, pay application approval, and client electrical procurement, project electrical schedule; and electrical commissioning.

1988 -1990:

Electrical Construction Manager, Tampa Power, for a Pepperidge Farm's \$10M cookie line. Responsible for power and control installation. Developed complete plant documentation of existing programmable control systems.

Electrical Construction Manager for City of Tampa wastewater treatment plant upgrade. Scope includes power, switchgear, and controls for 12 sludge- dewatering presses and 3 clarifiers.

1985 – 1988:

Electrical Subcontracts Manager, Morrison-Knudsen, at RJ Reynolds Tobacco in Winston-Salem NC. Managed subcontracts for new 13.2kV system; electrical installation new tobacco processing, and packaging facilities.

1980 – 1984:

Electrical General Superintendent, Fischbach & Moore, at U.S. Air Force Arnold Engineering Development Center's \$300 million wind tunnel project. Project included test cell, exhauster and air supply compressor equipment, chiller facility, boilers, test fuel facility, tank farm and air flow dampers.

1979 – 1980:

Electrical Construction Manager, Phelps, Hogland, & Phillips, City of Sikeston Power Plant (250MW). Responsible for 6.9kV and 2.4kV power distribution, balance of plant controls, GSU and Iso-phase bus installation.

1977 – 1979:

Electrical Resident, Burns & McDonnell, at Basin Electric Coop's Laramie River Station- (2) 430MW units generating station. Responsible for electrical compliance of scrubbers and associated equipment, ESPs, pay application approval, electrical field design, and client procurement.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a change in price quote from EIMCO for equipment for the wastewater treatment plant expansion.

Department: Administration

Background/Description of Item:

Solicitations were sent out for the specialized equipment to be used on the Wastewater Treatment Plant (WWTP) expansion with a bid opening of May 20. After discussing the three bids on June 2 and type of equipment each one provided the city council selected EIMCO Water Technologies, LLC to provide the equipment for the plant for the estimated amount of \$680,938.

The existing plant has EIMCO equipment and there is a preference for the EIMCO supplied equipment. According to the Burns & McDonnell engineer EIMCO does have a reputation for providing better technical service when problems existing and in providing input on process design recommendations.

Staff request to use Flygt mixers in the plant rather than the EMU brand that EIMCO included in their bid. The Flygt mixers last longer, with less down time translating to a longer time between failures. The mixers provide aeration and movement of the fluids in the tank.

July 22 Last time we met, I was going to ask Eimco to provide a revised bid based on using Flygt mixers (15 of them) rather than the EMU mixers that are Eimco's standard. I received a new price from Eimco yesterday, and it was \$38,000 higher. Flygt equipment is generally higher quality than EMU (it will run longer before you have to rebuild it), but the City will need to decide if the additional cost is warranted. We can always stick with the original bid if that price is too steep.

July 29 Revised pricing from Eimco & Flygt. It results in a \$20K increase (not the \$30K that was originally proposed) if we use the Flygt mixers. Otherwise, we can always stick with the original bid price and the ABS mixers.

<http://www.flygtus.com/115917.asp>

Funding Source: Sewer Fund

Recommendation: Approve the use of Flygt mixers as part of the EIMCO equipment for the wastewater treatment plant for an additional charge of \$20,000.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 4, 2008

From: Keller, Jeff [mailto:jkeller@burnsmcd.com]
Sent: Tuesday, July 22, 2008 3:49 PM
To: Carl Slaugh; Gene Myracle Jr.
Subject: Basehor WWTP Eimco Bid Info

Carl, Gene –

Last time we met, I was going to ask Eimco to provide a revised bid based on using Flygt mixers (15 of them) rather than the EMU mixers that are Eimco's standard. I received a new price from Eimco yesterday, and it was \$38,000 higher. Flygt equipment is generally higher quality than EMU (it will run longer before you have to rebuild it), but the City will need to decide if the additional cost is warranted. We can always stick with the original bid if that price is too steep.

I have already asked Eimco's local rep to call Flygt and ask for more competitive pricing. We should get that number later this week.

Jeff

*Jeffrey J. Keller, P.E.
Burns & McDonnell*

From: Keller, Jeff [mailto:jkeller@burnsmcd.com]
Sent: Tuesday, July 29, 2008 5:11 PM
To: pkoehler@jciind.com
Cc: Leland Tom; steve.myers@glv.com; amitchell@jciind.com; estewart@jciind.com; Carl Slaugh; Gene Myracle Jr.
Subject: RE: Basehor KS Updated proposal on price and schedule language FW: Basehor ks mixers

Revised pricing from Eimco & Flygt. It results in a \$20K increase (not the \$30K that was originally proposed) if we use the Flygt mixers. Otherwise, we can always stick with the original bid price and the ABS mixers.

Jeff

*Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com*

From: Paul Koehler [mailto:pkoehler@jciind.com]
Sent: Tuesday, July 29, 2008 4:59 PM
To: Keller, Jeff
Cc: 'Leland Tom'; steve.myers@glv.com; amitchell@jciind.com; estewart@jciind.com
Subject: RE: Basehor KS Updated proposal on price and schedule language FW: Basehor ks mixers

Jeff,
Per voicemail, Eimco will follow-up with revised proposal.

Yes, the price would be \$10,000 lower with Flygt and Eimco's discounted price.

The wording we would be looking at changing to are as follows:

Eimco has a PO from contractor by October 15, submittals to B&Mc by November 30, approved submittals by Dec 15.

Are you ok with this?

Please call or email with questions.

Paul
Paul Koehler
JCI

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

From: Keller, Jeff [mailto:jkeller@burnsmcd.com]
Sent: Tuesday, July 29, 2008 10:51 AM
To: pkoehler@jciind.com; Andy Mitchell
Subject: RE: Basehor ks mixers

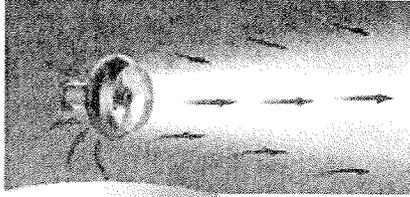
Basehor City Council will be meeting about this early next week. In order to properly prepare them, I need to get price finalized by tomorrow. I also need to confirm that Eimco and Flygt will stand behind their bid price contingent on an order being placed by the Contractor before the end of the year. I think that's what we discussed, right Paul?

Let me know if I'm off on this. Also please get me final info ASAP.

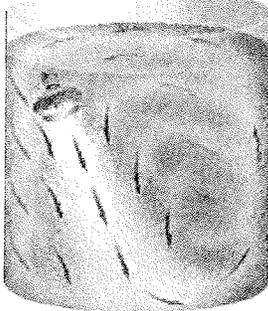
Jeff

Jeffrey J. Keller, P.E.
Burns & McDonnell
816-822-4371
jkeller@burnsmcd.com

Submersible mixing



Compared to dry-mounted mixers, submersible solutions offer greater flexibility and considerable savings in energy consumption for a wide range of mixing applications, such as solids suspension, bottom erosion, blending, circulation or destratification.



How does mixing work?

All mixing applications require varying degrees of both small-scale turbulence and bulk flow. In a good bulk flow, the contents of the entire tank are put in motion so that all parts are involved in the mixing. Most mixing applications generate abundant turbulence and it is the strength of the bulk flow that controls the efficiency of the mixing.

Submersible mixers mean more efficient bulk flow

Submersible mixers allow a great deal of flexibility in installation, unlike their dry-mounted counterparts. The mixer jet can be positioned to develop over a long distance and adapted to the shape of the tank. This ensures the creation of a maximum level of bulk flow. The result: more efficient mixing and lower power consumption.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a change of relationship with PiperJaffray from financial advisor to underwriter status for issuance of temporary notes, Series 2008.

Department: Administration

Background/Description of Item:

PiperJaffray has served as financial advisor to the City of Basehor for bond issues since 2001. Under that agreement and in accordance with Municipal Securities Rulemaking the company is not allowed to serve as underwriter and financial advisor at the same time for the same bond project.

Municipal Securities Rule Making Board (MSRB), Rule G-23 allows a temporary termination of the financial advisor relationship.

The other issue is whether sale of the temporary notes is on a competitive basis or on a negotiated basis. PiperJaffray proposes a negotiated sale that allows them to purchase and resale at what is determined to be a competitive market rate.

The city attorney has reviewed the proposals and finds them acceptable.

From the Basehor Agreement dated July 11, 2001

Section 5. Underwriting. The Financial Advisor during the terms of this engagement may bid or participate in any syndicate which may bid on any bonds issued by the Issuer. Furthermore, nothing in this Agreement shall be construed to prevent U.S. Bancorp Piper Jaffray from buying or selling any of the City's outstanding bonds through the secondary market.

In the event that U.S. Bancorp Piper Jaffray is retained as underwriter to negotiate the purchase of the Notes or Bonds from the Issuer, all advisory fees shall be waived. Terms and conditions of the purchase shall be based upon current market conditions and will be submitted in writing and mutually agreed upon. All parties will comply with Municipal Securities Rulemaking Board Rule G-23 regarding the formal termination of an advisory relationship and any other applicable securities industry rules.

<http://www.msrb.org/msrb1/rules/ruleg23.htm>

Municipal Securities Rule Making Board (MSRB), Activities of Financial Advisors

Rule G-23. (a) Purpose. The purpose and intent of this rule is to establish ethical standards and disclosure requirements for brokers, dealers, and municipal securities dealers who act as financial advisors to issuers of municipal securities. Note particularly paragraph (d) subparagraph (i).

Funding Source: Transportation

Recommendation: Approve the temporary termination of the financial advisor relationship with PiperJaffray and authorize the mayor to sign the required document.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 4, 2008

**NOTIFICATION OF CHANGE OF RELATIONSHIP
FROM FINANCIAL ADVISOR TO UNDERWRITER**

RE: City of Basehor, Kansas
General Obligation Temporary Notes, Series 2008 (the "Notes")

This notice is to confirm that in order to comply with certain rules imposed by the Municipal Securities Rulemaking Board ("MSRB"), Piper Jaffray & Co. has previously served as financial advisor for other general obligation issues of the City and has terminated its financial advisory relationship with the City of Basehor, Kansas (the "City") in order to act as underwriter of the above-referenced Notes. It is important to note that we are terminating our financial advisory relationship with the City for this series of Notes only and not for any future issues of the City. In compliance with MSRB Rule G-23, it is necessary to point out that such an action could, under certain circumstances, create a conflict of interest.

The City hereby consents to the termination of the financial advisory relationship of Piper Jaffray & Co. and acknowledges receipt of the above notice. The City also hereby consents to Piper Jaffray & Co. serving as underwriter for the issuance of the above referenced Notes which will be sold on a negotiated basis. For acting in the capacity of underwriter, Piper Jaffray & Co. will receive remuneration in an amount not to exceed 0.75% of the principal amount of the Notes. Such compensation will be derived from proceeds of the Notes. Any financial advisory fee which would have been payable to Piper Jaffray & Co. will be waived as part of this agreement.

PIPER JAFFRAY & CO.



Managing Director

Dated as of July 23, 2008.

Acknowledged by:

CITY OF BASEHOR, KANSAS

By: _____
Chris Garcia
Title: Mayor

Carl Slaugh

From: Patrick Reavey [preavey@desotoks.us]
Sent: Monday, July 28, 2008 1:08 PM
To: Carl Slaugh
Subject: RE: Consent to Serve as Underwriter for Notes

Gary Anderson and I have discussed this and, given that these are temporary notes, do not believe it is a problem that the City sign the proposed agreement. In fairness and full disclosure though, I think it is more appropriate that the document be put on the Agenda (maybe consent) for an authorization from Council for the Mayor to sign the document. Having you sign document, keeps it under Council's radar.

Patrick G. Reavey
City Attorney
32905 West 84th Street
Post Office Box C
De Soto, Kansas 66018
(913) 583-1182, ext. 125
(913) 583-3123 (Fax)
Email: preavey@desotoks.us

From: Carl Slaugh [mailto:cityadm@cityofbasehor.org]
Sent: Friday, July 25, 2008 9:53 AM
To: Patrick Reavey
Cc: Mary Ann Mogle
Subject: FW: Consent to Serve as Underwriter for Notes

Patrick,

Do you see any problem with me signing this agreement?

The city will temporarily terminate the financial advisory services of Piper-Jaffray in order for them to serve as underwriter of the Notes. The city will agree to pay a fee of 0.75% of the principal amount of the Notes for remuneration.

Thanks, Carl

Carl E. Slaugh, City Administrator
City of Basehor (913) 724-1370 x33
2620 N. 155th St. (913) 231-0630 cell
Basehor, KS 66007

7/30/2008

From: Vahrenberg, Gregory (Greg) [mailto:Gregory.M.Vahrenberg@pjc.com]
Sent: Wednesday, July 23, 2008 7:15 PM
To: Carl Slaugh
Subject: Consent to Serve as Underwriter for Notes

Carl,

Attached you will find a consent form for Piper Jaffray serving as underwriter for the Series 2008 General Obligation Temporary Notes being issued by the City of Basehor, Kansas. Piper Jaffray has served as financial advisor for other issues of the City and we are required to obtain your consent to serve as underwriter for this issue. Our role as underwriter requires us to temporarily terminate any prior financial advisor relationship with the City.

Please review the attached form and let me know if you have any questions. If acceptable, please sign the attached consent form and return a copy to my attention via facsimile at FAX (913) 345-3393.

Thanks,

Greg Vahrenberg
Managing Director
Piper Jaffray & Co.
11150 Overbrook Road, Suite 310
Leawood, Kansas 66211-2298
Toll Free: (800) 829-5377
Direct: (913) 345-3374
Cell: (816) 518-7282
Cell: (816) 260-4065
Fax: (913) 345-3393

Guides for the journey. Piper Jaffray & Co. Since 1895. Member SIPC and FINRA. Learn more at piperjaffray.com. Piper Jaffray corporate headquarters is located at 800 Nicollet Mall, Minneapolis, MN 55402

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7/30/2008

CITY OF BASEHOR, KANSAS
Temporary Notes
Series 2008

DRAFT CALENDAR OF EVENTS DATED JULY 15, 2008

▼

DATE	EVENT
August 11, 2008	Preliminary Sizing and Structuring of Note Issue
August 13, 2008	Distribute initial draft of the Preliminary Official Statement and Legal Documents for Temporary Notes
August 18, 2008	City Council Meeting Council adopts Authorizing Resolution for Temporary Notes
August 26, 2008	Print and Distribute the Preliminary Official Statement
September 4, 2008	Note Offering to Investors
September 4, 2008	City Council Meeting Present results of Note Offering to the City Council City adopts Note Resolution
September 5-22, 2008	Prepare Closing Memorandum Prepare Final Debt Service Schedules Submit Transcript to Attorney General Print Final Official Statement
September 23, 2008	Closing of Temporary Note Issue Investment of Temporary Note Proceeds
Thereafter	Attend to any post-closing matters.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST 26, 2008

NEW ISSUE
BANK QUALIFIED

NON-RATED
BOOK-ENTRY ONLY

In the opinion of Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Notes (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is excluded from computation of Kansas adjusted gross income. The Notes are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "LEGAL MATTERS - Opinion of Bond Counsel" herein.

\$3,760,000*
CITY OF BASEHOR, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2008

Dated: September 15, 2008

Due: September 1, 2010

The General Obligation Temporary Notes, Series 2008 (the "Notes") will be issued by the City of Basehor, Kansas (the "City" or the "Issuer"), as fully registered notes, without coupons, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Notes. Purchases of the Notes will be made in book-entry form, in the denominations of \$5,000 or any integral multiple thereof (the "Authorized Denomination"). Purchasers will not receive certificates representing their interests in Notes purchased. So long as Cede & Co. is the registered owner of the Notes, as nominee of DTC, references herein to the Note owners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as herein defined) of the Notes. Principal will be payable at maturity or earlier redemption upon presentation and surrender of the Notes by the registered owners thereof at the office of the Treasurer of the State of Kansas, Topeka, Kansas, as paying agent and note registrar (the "Paying Agent" and "Note Registrar"). Interest payable on each Note shall be paid to the persons who are the registered owners of the Notes as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding each interest payment date by check or draft of the Paying Agent mailed to such registered owner or, in the case of an interest payment to a registered owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer. So long as DTC or its nominee, Cede & Co., is the Owner of the Notes, such payments will be made directly to DTC. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners. Semiannual interest on each Note will be payable on March 1 and September 1, beginning on March 1, 2009.

The Notes and the interest thereon will constitute general obligations of the City payable as to both principal and interest thereon in part from special assessments levied upon the property benefited by the construction of certain public improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, real and personal, within the territorial limits of the City.

MATURITY SCHEDULE

<u>Stated Maturity</u> <u>September 1</u> 2010	<u>Principal</u> <u>Amount</u> \$3,760,000	<u>Interest</u> <u>Rate</u> ____%	<u>Yield</u> ____%	<u>CUSIP</u> ⁽¹⁾
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(All plus accrued interest, if any)

⁽¹⁾ CUSIP numbers have been assigned to this issue by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc., and are included solely for the convenience of the Owners of the Notes. Neither the Issuer nor the Underwriter shall be responsible for the selection or correctness of the CUSIP numbers set forth above.

The Notes will be subject to redemption prior to maturity, at the option of the Issuer, on September 1, 2009, or any date thereafter as described herein. See "THE NOTES-Redemption Provisions" herein.

The Notes are offered when, as and if issued by the Issuer, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain other legal matters will be passed upon by Patrick Reavey, Esq., counsel for the Issuer. It is expected that the Notes will be available for delivery through the facilities of DTC in New York, New York on or about September 23, 2008.

PiperJaffray®

THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. THE COVER PAGE IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE PRELIMINARY OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. "APPENDIX C - SUMMARY OF FINANCING DOCUMENTS" CONTAINS DEFINITIONS USED IN THIS PRELIMINARY OFFICIAL STATEMENT.

The date of this Official Statement is September ____, 2008.

*Preliminary, subject to change.

Preliminary Official Statement and information contained herein are subject to completion or amendment and is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of a change in the court appointed attorney.

Department: Police

Background/Description of Item:

Roger Horsky is resigning his position as court appointed attorney for the City of Basehor.

Judge Pray has recommended Geoffrey C. Sonntag to take his place as the court appointed attorney for the City of Basehor.

Funding Source: Police

Recommendation: Approve the appointment of Geoffrey C. Sonntag as court appointed attorney for the City of Basehor.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 4, 2008



Gibbens,
Sutton
Sonntag, L.L.C.

Licensed in Kansas & Missouri

Attorneys At Law

Michael D. Gibbens
Jeffery A. Sutton
Geoffrey C. Sonntag

VIA FACSIMILE ONLY: (913) 724-³¹⁰²~~3380~~

July 10, 2008

City of Basehor
Basehor, Kansas 66007

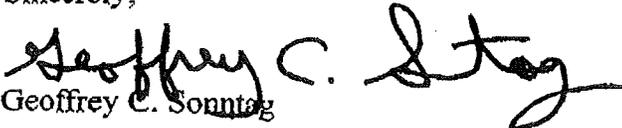
Re: Court Appointed Counsel

Greetings:

This letter will confirm that I have agreed to serve as court appointed counsel for defendants in the Basehor Municipal Court. It is my understanding that I will represent clients as assigned by the Court and attend all regularly scheduled days of Court and special settings as required by the Judge. It is also my understanding that I shall be compensated by the City of Basehor at the rate of \$250.00 per month for the remainder of 2008 and \$300 per month starting in January, 2009.

Thank you for your attention to this matter.

Sincerely,


Geoffrey C. Sonntag

GCS:clr

cc: File

AGENDA ITEM INFORMATION FORM

Agenda Item: Adoption of ordinance to increase State mandated reinstatement fees

Department: Police/Municipal Court

Background/Description of Item:

July 1st, 2008 all Kansas reinstatement fees have been increased from \$50.00 to \$59.00 per House Bill 2968

Funding Source: N/A

Recommendation: Approve of updated fee ordinance to become in compliance with State mandated fees

Prepared by: Traci Dockery, Police/Court Clerk
Submitted by: Lloyd Martley, Chief of Police
Council Date: August 4, 2008

ORDINANCE NO. 538

AN ORDINANCE AMENDING CERTAIN MUNICIPAL COURT COSTS.

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

Section 1. For any traffic offense, which results in a conviction, diversion or amendment, the costs to be assessed by the Municipal Court shall be twenty-five dollars and fifty cents (\$25.50), with an additional cost of \$19.50 assessed to all moving violations. ~~thirty-five dollars (\$35).~~

Section 2. For any offense listed in the public offense code, duly passed, approved and adopted by the governing body, the costs to be assessed by the Municipal Court shall be twenty-five dollars and fifty cents (\$25.50), with an additional cost of \$19.50 assessed to all moving violations. ~~thirty-five dollars (\$35).~~

Section 3. For any other municipal offense, the costs to be assessed by the Municipal Court shall be twenty-five dollars and fifty cents (\$25.50), with an additional cost of \$19.50 assessed to all moving violations. ~~thirty-five dollars (\$35).~~

Section 4. The costs set forth in Section (1), (2) and (3) shall be in addition to any fines, forfeitures, or penalties imposed by the municipal court judge.

Section 5. Moneys received from court costs levied and moneys received from any fines, forfeitures, or penalties imposed by the municipal court judge shall be deposited in the general fund money market account. Therefore shall be paid to the treasurer of the State of Kansas, \$19.50 for every moving violation conviction. The remainder of moneys received from court costs and fines, forfeitures, and penalties shall be paid to the general fund of the city, and expended therefore as governing body shall deem necessary and prudent.

Section 6. House Bill 2968 mandates that the additional sum of \$59.00 be assessed to all suspended Kansas drivers license for reinstatement fees. This is a mandatory fee and cannot be waived by the city or court. Collected reinstatement fees shall be paid to the treasurer of the State of Kansas. Any out of state drivers license which is suspended through municipal court shall NOT be assessed the Kansas reinstatement fee. The remainder of moneys received from court costs and fines, forfeitures, and penalties shall be paid to the general fund of the city, and expended therefore as governing body shall deem necessary and prudent.

Section 7 This ordinance shall supersede any prior ordinance that conflicts with the subject matter of this ordinance.

Section 8. This ordinance shall take effect and be in force from and after its passage, approval, and publication one time in the Basehor Sentinel newspaper.

City of Basehor

Passed and approved by the governing body of the city of Basehor, Kansas on the _____ day of August 2008.

Chris Garcia, Mayor

Attest: _____
Mary A. Mogle, City Clerk

Approved as to Form:

Patrick Reavey, City Attorney

Carl Slaugh

From: Patrick Reavey [patrick@reaveylaw.com]
Sent: Sunday, July 27, 2008 1:44 PM
To: Carl Slaugh
Subject: Charter Ordinances
Attachments: Charter Ordinance Correcting Charter Ordinance ~~6~~⁸ 7-26-08.doc; Charter Ordinance for At Will Employment 7-26-08.doc; Charter Ordinance Repealing Charter ORdinances 2,4, and 9 7-26-08.doc; Charter Ordinance for Residency of Appointed Officers 7-27-08.doc

Carl,

I have attached the Charter Ordinances that are needed to carry out the earlier directives of Council. Please note that the Charter Ordinance on residency of appointed officers is brand new because Charter Ordinance 6 chartered the City out of a statute that only applies to cities of the Second Class, and the most recent amendment of Charter Ordinance 6 (Charter Ordinance 18 that was passed to allow me to be City Attorney) references a statute (K.S.A. 15-1602) that applies to a commission form of government rather than a council form of government, which Basehor has. In other words, K.S.A. 15-209 which applies to Basehor, and includes an in-state residency requirement for City Attorney, still applies. My recommendation is that, once the attached Charter Ordinance that I prepared becomes effective, we should repeal Charter Ordinances 6 and 18.

Please let me know if you have any questions.

Patrick G. Reavey
REAVEY LAW LLC
Livestock Exchange Building
1600 Genessee, Suite 303
Kansas City, Missouri 64102
(816) 474-6300
(816) 474-6302 (FAX)
patrick@reaveylaw.com
www.reaveylaw.com

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7/29/2008

CHARTER ORDINANCE NO. 19

A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE ~~3~~ TO CORRECT THE REFERENCE TO K.S.A. 79-1122

SECTION 1. Pursuant to the provisions of Article 12, Section 5, of the constitution of the State of Kansas, the City of Basehor, Kansas does hereby amend Charter Ordinance 3 by removing the reference to K.S.A. 79-1122 and replacing said reference with K.S.A. 75-1122.

SECTION 2. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 3. This Charter Ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the Ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

ADOPTED BY THE GOVERNING BODY, BY NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECTED, AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF AUGUST, 2008.

CHRIS GARCIA, Mayor

ATTEST:

MARY A. MOGLE, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

CHARTER ORDINANCE NO. 20

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE 5 WHICH PROVIDES REMOVAL PROVISIONS FOR FULL-TIME CITY EMPLOYEES

SECTION 1. Pursuant to the provisions of Article 12, Section 5, of the constitution of the State of Kansas, the City of Basehor, Kansas does hereby repeal Charter Ordinance No. 5, which Ordinance provides that full-time City employees may only be removed from employment with the City if "good cause" is established. A requirement of "good cause" before terminating an employee is inconsistent with the employment at-will doctrine in the State of Kansas and the Personnel Policies and Procedures adopted by the City on Dec 3, 2007.

SECTION 2. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 3. This Charter Ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the Ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

ADOPTED BY THE GOVERNING BODY, BY NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECTED, AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF AUGUST, 2008.

CHRIS GARCIA, Mayor

ATTEST:

MARY A. MOGLE, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

CHARTER ORDINANCE NO. 21

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCES 2, 4, AND 9, WHICH ORDINANCES EXEMPT THE CITY FROM LAWS THAT HAVE NOW BEEN REPEALED BY THE STATE LEGISLATURE

SECTION 1. Pursuant to the provisions of Article 12, Section 5, of the constitution of the State of Kansas, the City of Basehor, Kansas does hereby repeal Charter Ordinances 2, 4, and 9, which Ordinances now serve no purpose as the statutes they reference, and exempted the City from, have now been repealed by the State legislature.

SECTION 2. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 3. This Charter Ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the Ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

ADOPTED BY THE GOVERNING BODY, BY NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECTED, AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF AUGUST, 2008.

CHRIS GARCIA, Mayor

ATTEST:

MARY A. MOGLE, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

CHARTER ORDINANCE NO. 22

A CHARTER ORDINANCE EXEMPTING THE CITY OF BASEHOR, KANSAS FROM THE PROVISIONS OF K.S.A. 15-209 AND PROVIDING SUBSTITUTE PROVISIONS THEREFORE

WHEREAS, K.S.A. 15-209 sets forth residency requirements for appointed positions in a City of the Third Class; and

WHEREAS, the Governing Body does not believe a residency requirement should prohibit a person from serving the City of Basehor so long as such person is competent and qualified to offer the service required by the position.

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

Section 1. The City of Basehor, Kansas, by the power invested in it by Article XII, Section 5 of the Constitution of the State of Kansas, hereby exempts itself from and makes inapplicable to it K.S.A. 15-209, a legislative enactment which is not applicable uniformly to all cities in the State of Kansas.

Section 2. The following substitute provisions for K.S.A. 15-209 will be applicable upon this Ordinance taking effect:

Qualifications of officers; how vacancies filled. The officers elected pursuant to Charter Ordinance 1 shall be qualified electors of the city of Basehor. Officers appointed pursuant to K.S.A. 15-204 need not be residents of the city or state. However, if the officer is appointed to perform a service for the city involving a profession requiring the issuance of, and credentials for, a Kansas license to engage in such profession, said officer must hold such license and be in good standing with the issuer of such license. The removal from such city of any officer elected pursuant to Charter Ordinance 1, who is required to be a qualified elector thereof, shall occasion a vacancy in such office. All vacancies in office, except in the offices of mayor and councilman, may be filled until the next regular time for appointment by appointment by the governing body. Every appointment to office, and the date thereof, shall be entered on the journal of proceedings of the council.

SECTION 3. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 4. This Charter Ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on

the Ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

ADOPTED BY THE GOVERNING BODY, BY NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECTED, AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF AUGUST, 2008.

CHRIS GARCIA, Mayor

ATTEST:

MARY A. MOGLE, City Clerk

APPROVED AS TO FORM:

PATRICK G. REAVEY, City Attorney

City of Basehor 2008 Sewer Rehab Project

The following is a summary of 8 inch sewer mains televised to determine structural integrity and I&I within our collection systems. The reviewing of 25,000 lineal feet of sewer mains has been broken down into areas determined by the age of sewer mains and flow from up stream residential areas.

As this review showed numerous sections needing repairs, I felt it was necessary to rate structural damaged areas allowing the heaviest inflow rates of ground water entering the system even after rain events had taken place determined by the dates of filming.

Determining factors when rating sewer mains are sags in lines holding sediment which could allow back-ups into households, tree roots in sewer mains as well as in the laterals at the mains, and joint separation in the main.

The 7 sections of sewer lines being listed in this first proposal are sections needing full replacement due to the structural damage of the mains caused by age, tree roots, and ground movement with rock penetration.

1. MH S-G 12 upstream to cleanout 235 feet
Line replacement with 2 new concrete manholes replacing 1 old brick manhole and 1 clean out at top of the line. Line completely collapsed.
2. MH S-G 11 upstream to S-G 12 390 feet
Line replacement due to 2 sags, 12 break in connections, 2 large holes, root intrusion at joints, and 3 off set joints all allowing I&I.
3. MH S-L 10 upstream to S-L 11 480 feet
Line replacement due to long sag, 2 large holes with heavy I&I and 6 break in connections with roots. 1 manhole would need to be added due to the distance between existing manholes to allow proper flow.
4. MH S-L 18 downstream to S-L 17 475 feet
Line replacement due to 9 breaks in connections, 3 sags in main, collapsed section, and numerous joint separations.
5. MH S-L 10 upstream to S-L 12 212 feet
Line replacement due to sag and complete sections of sewer main missing.

6. MH S-L 9 downstream to S-L 7 350 feet
Line replacement due to 6 breaks in connections with roots, 1 sag, 3 sections of cracks with I&I, and 2 large holes where sewer main is missing.
7. MH S-L 7 downstream to S-L 8 355 feet
Line replacement due to collapsed main and manhole falling in. Staff has been cutting roots out of this particular main for a couple years after manhole was located due to a stoppage.

The above sections of gravity sewer mains have been estimated at \$47.00 per foot by Westland Construction Company to replace. The cost in 2006 to replace mains was \$ 45.00 per foot. With the cost of materials, and fuel rising, I would like to have City staff perform inspections, and coordinating all replacements to off set the addition cost.

If the City Council chooses to use out side engineering on these projects, I feel the expenses related to the engineering could take a large percentage away from the fund supporting the rehab program. The 2006 rehab was overseen by Public Works Department and all replacements and repairs were performed in compliance to codes.

Wednesday, July 16, 2008

Mayor Chris Garcia
City of Basehor
Basehor, Ks. 66007

Dear Mayor:

This letter is a request that I be appointed to serve on the Basehor City Park Board.

After a telephone call from Judy Goens, it was brought to my attention there is at least one vacancy on the Basehor Park Board. I understand that Park Board Members are required to attend one meeting a month.

I have been a resident of the City of Basehor since 1991. In the past I have served on the "Yard of the Month" committee.

If you have further questions regarding this request, please feel free to call me at my residence telephone number 724-1971.

Very truly yours,



Patricia (Pat) Rogers
15333 Chestnut
Basehor, Ks. 66007
Tele # 724-1971

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the level of service provided by Deffenbaugh Disposal, Inc. and consider soliciting bids for a new carrier.

Department: Administration

Background/Description of Item:

Over the last couple of months the level of service provided by Deffenbaugh Disposal, Inc. has declined significantly. There have been numerous cases of missed residential pickups, not just individuals, but entire subdivisions. <http://www.deffenbaughindustries.com/default.aspx>

When calls are placed to Deffenbaugh to notify of missed pickups the timeliness of response is less than desired. Deffenbaugh does not consider it a missed pickup unless the garbage is not picked up within 24 hours of scheduled pickup time.

A letter was sent to Deffenbaugh July 29, 2008 notifying them of intent to solicit for bids if the level of service does not improve. Utilizing another carrier would most likely result in an increase in the monthly rate.

Deffenbaugh currently charges \$7.19 per residential pickup per month, the same price since 2004. Bumpy Roads Disposal serves the Cedar Lake Estates area and charges \$18.35 per month.

The possibility of higher rates will need to be weighed against the potential of having improved service.

X. TERMINATION OF THIS AGREEMENT

Should the **CONTRACTOR** fail, neglect or refuse to perform the work, or if at any time, the Governing Body of the **CITY** determines that the conditions of this agreement are being willfully violated, or executed carelessly, or in bad faith, it may notify the **CONTRACTOR**, in writing, and if the faults complained of, are not corrected to the satisfaction of the Governing Body, within seven days from the delivery of the notice, the **CONTRACTOR** shall, upon demand, discontinue all work under this agreement, and the **CITY** shall have full right to immediately hire or contract for the completion of the work herein specified.

Funding Source: Solid Waste

Recommendation: Consider the option of soliciting bids for a new solid waste contractor, prior to consideration of terminating the service from Deffenbaugh Disposal, Inc.

Prepared by: Carl E. Slaugh, City Administrator
Council Date: August 4, 2008

July 28, 2008

Deffenbaugh Disposal, Inc.
P. O. Box 3220
Shawnee, KS 66203

Dear Mr. Donohue,

The City of Basehor has experienced a very high rate of complaints during the last month due to missed residential pickups. Not only many individual pickups have been missed, but entire subdivisions were neglected in scheduled pickups causing a high rate of dissatisfaction.

In accordance with the contract signed Dec 17, 2004 notice is hereby given that the service is unsatisfactory or in terms from the contract, is being executed carelessly.

Unless the performance improves the City intends to solicit bids for a new contract with the intention of terminating the existing Deffenbaugh contract.

Sincerely,

Carl E. Slaugh
City Administrator

CITY OF BASEHOR

FILE

SOLID WASTE AGREEMENT

An agreement between the City of Basehor, Kansas, hereafter referred to as CITY, and DEFFENBAUGH DISPOSAL SERVICE, INC. hereafter referred to as CONTRACTOR, for the purpose of providing solid waste disposal service within the corporate limits of the CITY.

1. WORK TO BE DONE

The CONTRACTOR shall collect and dispose of all garbage, trash and solid waste, as those matters are defined in Section 15, Article 3 of the Code of the City of Basehor, a copy of which is attached hereon and incorporated herein as "Attachment A" and hereafter referred to as the CODE, from all residential dwellings, except those which may be excluded by the CITY in accordance with the CODE, and from those commercial, public or semi-public facilities which may be included by the CITY, in accordance with the CODE, and from those commercial, public or semi-public facilities which may be included by the CITY, in accordance with the CODE, all within the corporate limits of the City of Basehor KS.

1. All customers shall place solid waste at the curb to be picked up and disposed of by the CONTRACTOR, in a manner as described by the CODE.

Empty containers shall be returned to the curb by the CONTRACTOR

2. Yards rakings, grasses, tree and brush trimmings, other lawn and garden waste and lumber or other materials, shall be picked up and disposed of by the CONTRACTOR, provided that items to be disposed of are in containers, such as: plastic bags, small garbage cans or small baskets, suitable for one person to lift, and those items are placed at the curb. Also provided that tree and brush trimmings, lumber etc. are no longer than four (4) feet in length and tied in bundles, or in a container suitable for one person to lift, and those items are placed at the curb.
3. Household appliances, or large items, such as: beds, chairs, mattresses, springs, hot water tanks, washers, dryers, tubs etc., are to be picked up and disposed of by the CONTRACTOR provided those items are placed at the curb. One large item per week per customer shall be permitted.

Refrigerators, air conditioners or any other appliance that may contain chlorofluorocarbon (CFC) and Hydrochlorofluorocarbon (HCFC) that are to be disposed of shall be collected separately and any additional fee due to

special handling and any requirements of the "Federal Clean Air Act", shall be paid by the customer. The **CONTRACTOR** shall bill the individual customer directly when disposing of CFC and HCFC products.

4. The **CONTRACTOR** shall not be required to pick up and dispose of rocks and dirt, or large accumulations of construction waste (such as: plaster boards, shingles, lumber, concrete blocks, etc.) or hot coals or ashes.
5. The **CONTRACTOR** shall refrain from driving on certain streets as designated by the **CITY** and noted below. The **CITY** shall notify the **CONTRACTOR** in writing of any additional designed streets, either on a temporary or permanent basis, as the need arises.

Designated Streets:

- a. Hickory Street, from 157th St., west to 158th Street.
6. The **CONTRACTOR** agrees to delay solid waste pick-up by one day in the weeks that include the following holidays:
 - New Years Day
 - Martin Luther King Day
 - Presidents Day
 - Memorial Day
 - Columbus Day
 - Independent Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day

II. TERMS OF THIS AGREEMENT

The work to be done under this agreement shall commence on the first day of the month following the approval of this agreement by both parties. The fee shall be at the monthly rate \$ 7.19 per unit, in accordance with the **CONTRACTORS** bid letter, a copy of which shall be attached hereon and incorporated herein as "Attachment B" (Ref. Sec. 8). The agreement shall continue in force until December 31, 2010.

III. LABOR AND EQUIPMENT

The **CONTRACTOR** shall procure and pay for all tools, equipment and transportation necessary for the execution and completion of all work. The

CONTRACTOR shall supervise the faithful performance of the work to be in substantial conformity with this agreement. Solid Waste hauling trucks shall not exceed 25 cubic yard capacity.

IV. DISPOSAL

The method and place of disposal for all solid waste collected shall conform to all to all federal, state and local statues and ordinances, as well as any regulations and restrictions imposed either by public authority or private covenant, and shall be the sole responsibility of the **CONTRACTOR**.

V. INSURANCE

The **CONTRACTOR** shall carry adequate insurance protection against any and all loss, damage, injury and liability, including claims of personal injury or death, property damage, and worker's compensation, however caused, caused solely by the negligent acts or willful misconduct of **CONTRACTOR**. Certificates, or other documentary evidence of such insurance shall be furnished to the city on an annual basis, or as requested. In no case shall be extent of coverage for liability be less than \$100,000 for personal injury of each person, \$300,000 for personal injury on each accident, and \$25,000 for property damage.

In addition, the **CONTRACTOR** shall furnish the **CITY** with certificates demonstrating that he has provided Worker's Compensation Insurance for his employees and that he is currently paying the payroll tax deduction for his employees to the United States Government, the State of Kansas, and all other governmental entities as he may be required.

VI. CONSIDERATION

During the period of this agreement, the **CITY** shall submit a list of customers, twice per year, in the months of January and July, (to be served to the **CONTRACTOR** and pay the amount per unit, in accordance with the **CONTRACTOR'S** bid letter, no later than the 4th Wednesday of each month. The **CITY** shall bill and collect all service charges from individual customers, except as provided in Section I, 3, above.

VII. COMMUNITY SERVICE

During the period of this agreement, the **CONTRACTOR** shall pickup and dispose of, without additional charge, the solid waste from the city hall, any city park or other city facility, provided that items to be disposed of are placed at a location designated by the **CITY**, for a period of one week, one time per year, for the purpose of an annual city-wide clean-up.

VIII. RATE INCREASES

Any rate increases shall be based on the Consumer Price Index (C.P.I.) and/or negotiated as dictated by any unforeseen costs. The **CONTRACTOR** shall notify the **CITY**, in writing, not less than sixty (60) days prior to any rate increase.

IX. MANDATED FEDERAL AND STATE FEES

Any additional federal, state, and/or local surcharges or fees imposed during the period of this agreement shall be paid by the **CONTRACTOR**, and any resulting rate increases shall not exceed the actual amount of said surcharges of fees.

X. TERMINATION OF THIS AGREEMENT

Should the **CONTRACTOR** fail, neglect or refuse to perform the work, or if at any time, the Governing Body of the **CITY** determines that the conditions of this agreement are being willfully violated, or executed carelessly, or in bad faith, it may notify the **CONTRACTOR**, in writing, and if the faults complained of, are not corrected to the satisfaction of the Governing Body, within seven days from the delivery of the notice, the **CONTRACTOR** shall, upon demand, discontinue all work under this agreement, and the **CITY** shall have full right to immediately hire or contract for the completion of the work herein specified.

XI. LAW AND ORDINANCES

This agreement is made expressly subject to, and the **CONTRACTOR** shall comply with, all laws of the United States of America, the State of Kansas and any municipal subdivision thereof, insofar as the same may be applicable to the provisions of this agreement, including all rules and regulations now existing and those that may be adopted during the term of this agreement. The **CONTRACTOR** shall indemnify the **CITY** from any and all claims, demands or damages which may arise, or accrue, solely because of failure or neglect, of the **CONTRACTOR**.

XII. ASSIGNMENTS

The agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto, but the **CONTRACTOR** shall not assign, transfer, convey, or otherwise dispose of this agreement of his right, title or interest therein to any person without the written consent of the **CITY**. In no case shall the letting of any subcontract by the **CONTRACTOR** relieve the **CONTRACTOR** of his liability and obligations under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and the year as noted below.

James M. Stale
CONTRACTOR

[Signature]
Mayor, City of Basehor, KS

12/13/04
Date

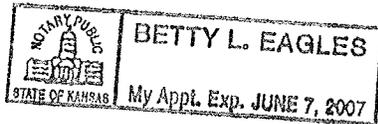
12-17-04
Date

STATE OF KANSAS, COUNTY
OF JOHNSON) ss:

SUBSCRIBED AND SWORN to before ATTEST:
me this 13th day of December, 2004.

[Signature]
NOTARY PUBLIC

[Signature]
City Clerk, City of Basehor, KS



Meeting: December 13, 2004
Agenda Item: Deffenbaugh Contract

Request: Request Council approval to renew the attached Deffenbaugh Disposal contract as presented with the following amendments.

Section I. Work To Be Done

Added Article 6 stipulating the holiday's days that would be considered for next day pick up.

Section II. Terms of This Agreement

Change the expiration date to December 31, 2010.