



AGENDA
BASEHOR CITY COUNCIL
April 15, 2013 7:00 p.m.
Basehor City Hall

1. **Roll Call** by Mayor David K. Breuer and Pledge of Allegiance
2. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
 - a. March 18 & 25, 2013 City Council Minutes
 - b. Treasurer's Report
 - c. Resolution 2013-06 – Fees/Permits

3. Call to Public

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

4. **Unfinished Business** - (None at this time)
5. Resolution 2013-08 – Field of Dreams / Westar Agreement

New Business

6. **City Administrator's Report**
7. **Mayor's Report**
8. **Council Members Report**
9. **Executive Session** (if needed)
10. **Adjournment**



MINUTES
BASEHOR CITY COUNCIL MEETING
March 18, 2013 7:00 p.m.
Basehor City Hall

1. Roll Call

Mayor David K. Breuer called the meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance.

Council Members present: Mayor David K. Breuer, Travis Miles, Richard Drennon, Brain Healy, and Vernon Fields

Not present: Ty Garver

Staff present: Interim City Administrator/Police Chief Lloyd Martley, City Engineer Mitch Pleak, City Superintendent Gene Myracle, City Clerk/Finance Director Corey Swisher

Springsted, Inc. representative Bryan Kidney presented the Mayor and Council with a Standard & Poor's AA- Bond Issue Rating Award.

2. Consent Agenda

- a. February 25, 2013 City Council Minutes
- b. Treasurer's Report

Healy moved to pass the Consent Agenda with Drennon Seconding. The motion passed unanimously, 4-0.

3. Call to Public

There was no public comment.

4. Unfinished Business

There was none.

New Business

5. 2013/14 Property/Liability Insurance Renewal

Drennon moved to approve the 2013/14 Property/Liability Insurance Renewal with Healy seconding. The motion passed unanimously 4-0.

6. City Administrator's Report

Martley reported that cross walk signs had been installed.

7. Mayor's Report

8. Council Members Report

Drennon inquired about the status of Glenwood Estates sewer user fees.

9. Executive Session

Healy moved to enter Executive Session at 7:50 p.m. for 15 minutes to discuss acquisition of real estate and non-elected of personnel with Miles seconding. The motion passed unanimously, 4-0.

No decisions were made or action was taken.

10. Adjournment

Healy moved to adjourn the meeting at approximately at 8:05 p.m. with Drennon seconding. The motion passed unanimously, 4-0.

David K. Breuer, Mayor

Attest:

Corey Swisher, City Clerk/Finance Director



Minutes

Basehor City Council Special Meeting

Basehor City Hall, March 25, 2013

Call to Order:

Mayor David K. Breuer called the meeting to order at approximately 6:00 p.m.

Roll Call:

Council Members Present: Mayor David K. Breuer, Vernon Fields, Brain Healy, Dick Drennon, and Ty Garver arriving at 6:05 p.m.

Staff Members Present: Interim City Administrator/Police Chief Lloyd Martley, City Clerk/Finance Director Cory Swisher, City Superintendent Gene Myracle, City Engineer Mitch Pleak, City Attorney Shannon Marcano

Purpose of Special Meeting/Action Items:

1. US 24/40 Corridor Projects – Land Acquisition
2. Executive Session; if needed.

Healy made a motion to enter Executive Session for 30 minutes with Drennon seconding. The motion passed 5-0.

The meeting was called back to order at 6:30 p.m.

Healy moved to adjourn at approximately 6:33 p.m. with Miles seconding. The motion passed unanimously 5-0.

No action was taken.

David K. Breuer, Mayor

Attest:

Corey Swisher, City Clerk/Finance Director



The City of Basehor

Date: April 11, 2012

To: Basehor Mayor & City Council
Lloyd Martley, Chief of Police/Interim City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: April 2013, Treasurer's Report

Background:

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending March 30, 2013.

Attachments:

City-Wide Financial Snapshot
Monthly Sales Tax Report
Solid Waste Enterprise Fund Report
Sewer Enterprise Fund Report
Monthly Check Register

CITY OF BASEHOR

APRIL 2013 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$2,494,293	\$766,012	\$362,069	15%
Special Park	\$47,500	\$4,768	\$0	0%
Sewer	\$1,397,071	\$439,632	\$252,950	18%
Cedar Lake Maintenance	\$40,000	\$1	\$4,504	11%
Bond & Interest	\$1,528,997	\$549,705	\$201,059	13%
Solid Waste	\$292,258	\$73,308	\$19,553	7%
Special Highway	\$890,000	\$133,842	\$39,137	4%
Municipal Equipment Reserve	\$84,884	\$119	\$75,245	89%
Capitl Improvement	\$20,000	\$18,871	\$0	0%
Employee Benefit	\$554,382	\$219,491	\$123,719	22%
LCSD#3	\$33,000	\$7	\$10,399	32%

Department

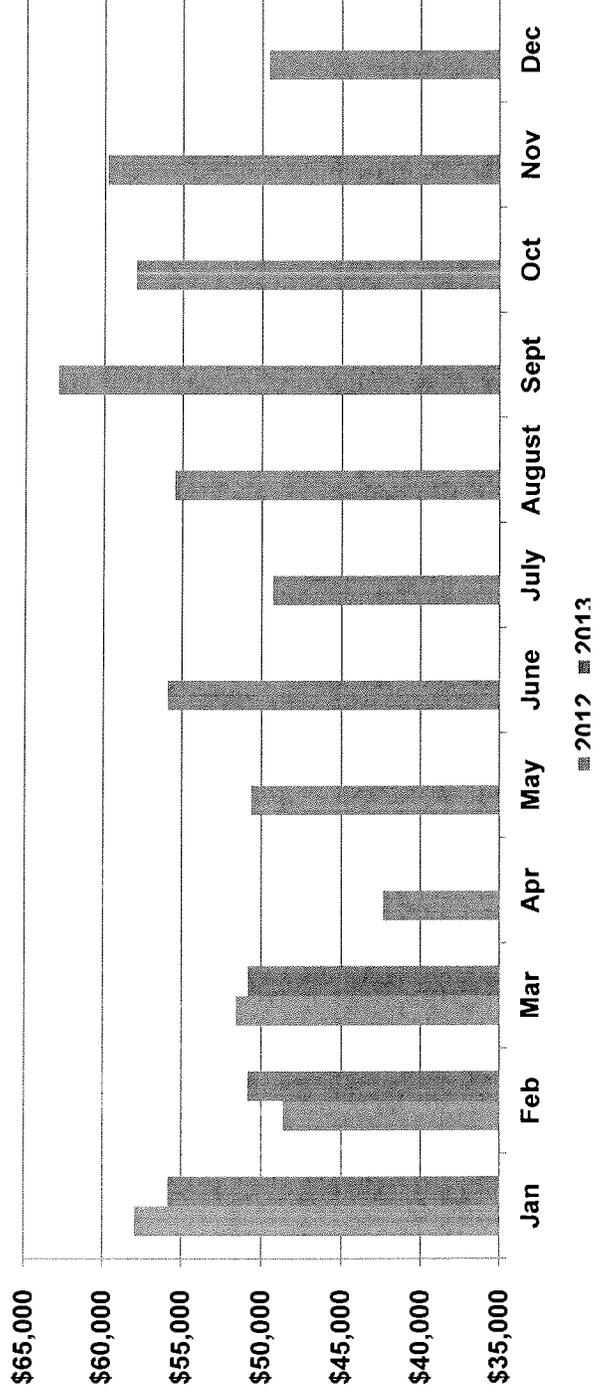
Department	Budget	Expenditures	Remaining Balance	% Utilized
General				
Clerk	\$325,115	\$59,100	\$266,015	18%
Street	\$207,515	\$48,573	\$158,942	23%
Governing Body	\$544,100	\$25,262	\$518,838	5%
Police	\$834,432	\$157,945	\$676,487	19%
Facilities	\$123,346	\$18,459	\$104,887	15%
Administrator	\$160,000	\$7,674	\$152,326	5%
Park & Recreation	\$30,225	\$6,754	\$23,471	22%
Miscellaneous	\$91,783	\$9,677	\$82,106	11%
HR	\$25,150	\$3,415	\$21,735	14%
Planning	\$152,206	\$25,210	\$126,996	17%

MONTHLY SALES TAX COLLECTIONS 2009-2013

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Monthly Diff.</u>		<u>%</u>			
						<u>'12 - '13</u>	<u>Difference</u>	<u>2012 YTD</u>	<u>2013 YTD</u>	<u>Diff. '12 - '13</u>	<u>Difference</u>
Jan	43,726.32	44,933.16	43,677.78	57,962.61	55,854.63	-2,107.98	-3.8%	57,962.61	55,854.63	-2,107.98	-3.8%
Feb	49,937.92	59,338.25	48,453.55	48,668.43	50,846.50	2,178.07	4.3%	106,631.04	106,701.13	70.09	0.1%
Mar	59,417.29	44,064.14	48,692.52	51,596.39	50,846.50	-749.89	-1.5%	158,227.43	157,547.63	-679.80	-0.4%
Apr	41,900.26	46,686.51	42,633.11	42,372.82							
May	41,070.02	47,865.00	48,186.99	50,639.59							
June	43,320.60	48,059.05	47,682.94	55,921.34							
July	46,612.85	43,151.43	44,834.43	49,304.00							
Aug	50,284.61	52,935.19	49,903.11	55,484.63							
Sept	52,550.48	52,062.71	49,250.84	62,953.65							
Oct	52,382.92	47,483.47	51,883.08	57,986.12							
Nov	47,111.87	44,789.92	49,270.35	59,821.88							
Dec	56,073.14	46,693.70	51,874.96	49,586.00							
	584,388.28	578,062.53	576,343.66	642,297.46	157,547.63						

2013 TDD \$4,110.43

2012-13 Month to Month Comparison





SOLID WASTE FUND HIGHLIGHTS

For the Month of March 2013

MONTH	2012	2013	% DIFFERENCE
	SOLID WASTE COUNT	SOLID WASTE COUNT	
January	1,653	1,702	2.88%
February	1,655	1,703	2.82%
March	1,665	1,700	2.06%
April	1,672		
May	1,690		
June	1,688		
July	1,690		
August	1,701		
September	1,701		
October	1,697		
November	1696		
December	1697		
AVERAGE	1,684		

MONTH	2012	2013	% DIFFERENCE
	SOLID WASTE BILLED	SOLID WASTE BILLED	
January	\$23,276.77	\$23,938.92	2.77%
February	\$23,320.00	\$23,990.00	2.79%
March	\$23,379.98	\$23,957.46	2.41%
April	\$23,518.26		
May	\$23,794.81		
June	\$23,774.99		
July	\$23,719.21		
August	\$23,858.00		
September	\$23,922.17		
October	\$23,821.96		
November	\$23,784.36		
December	\$23,856.66		
TOTAL	\$284,027.17		

MONTH	2012	2013	% DIFFERENCE
	AVERAGE BILL	AVERAGE BILL	
January	\$14.08	\$14.07	-0.07%
February	\$14.09	\$14.09	0.00%
March	\$14.04	\$14.09	0.35%
April	\$14.07		
May	\$14.08		
June	\$14.07		
July	\$14.04		
August	\$14.03		
September	\$14.06		
October	\$14.04		
November	\$14.02		
December	\$14.06		
AVERAGE	\$14.06	\$14.08	



SEWER FUND HIGHLIGHTS

For the Month of March 2013

MONTH	2012 SWR COUNT	2013 SWR COUNT	% DIFFERENCE
January	1789	1812	1.27%
February	1792	1807	0.83%
March	1797	1805	0.44%
April	1799		
May	1801		
June	1798		
July	1799		
August	1806		
September	1805		
October	1806		
November	1806		
December	1801		
AVERAGE	1800	1808	0.45%

MONTH	2012 SWR BILLED	2013 SWR BILLED	% DIFFERENCE
January	\$89,188.63	\$92,268.23	3.45%
February	\$89,662.48	\$92,212.85	2.84%
March	\$88,970.52	\$91,555.12	2.91%
April	\$89,233.29		
May	\$91,548.66		
June	\$89,646.47		
July	\$90,508.05		
August	\$90,985.23		
September	\$92,083.69		
October	\$90,721.14		
November	\$90,453.78		
December	\$90,682.84		
TOTAL	\$1,083,684.78	\$276,036.20	

MONTH	2012 AVERAGE SWR BILL	2013 AVERAGE SWR BILL	% DIFFERENCE
January	\$49.85	\$50.92	2.15%
February	\$50.03	\$51.03	2.00%
March	\$49.51	\$50.72	2.44%
April	\$49.60		
May	\$50.83		
June	\$49.86		
July	\$50.31		
August	\$50.38		
September	\$51.02		
October	\$50.23		
November	\$50.09		
December	\$50.35		
AVERAGE	\$50.17	\$50.89	1.43%

Check Register Report

Date: 04/05/2013
 Time: 2:52 PM
 Page: 1

City Of Basehor

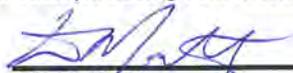
BANK: FIRST STATE BANK

C Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST STATE BANK Checks							
20458	04/03/2013	Void	04/03/2013	KELLY	MICHAEL E KELLY	COURT APPOINTED ATTORNEY FEE	0.00
20459	04/03/2013	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY	400.00
20460	04/05/2013	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP LIFE/ADD/STD/LTD	575.97
20461	04/05/2013	Printed		AMER SECUR	AMER SECURITY CONTRACTORS LLC	MONTHLY MONITOR/WWTF-PW/MAR	117.00
20462	04/05/2013	Printed		APWA	APWA	LUNCH MTG/ADA RAMPS/PLEAK, M	15.00
20463	04/05/2013	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	12,948.85
20464	04/05/2013	Printed		CONS	CONS RURAL WATER DISTRICT #1	WATER USAGE	203.68
20465	04/05/2013	Printed		FASTENAL	FASTENAL COMPANY	MISC SUPPLIES/FOD	491.29
20466	04/05/2013	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,785.29
20467	04/05/2013	Printed		HR HAVEN	HR HAVEN INC	MONTHLY HR SUPPORT/APRIL	500.00
20468	04/05/2013	Printed		JO CO GOVT	JOHNSON COUNTY GOVERNMENT	MONTHLY FLOW TESTING/WWTF	281.00
20469	04/05/2013	Printed		KMIT	KANSAS MUNC INSURANCE TRUST	2013 WORK COMP INS PREM/ADDT'L	4,311.00
20470	04/05/2013	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	252.47
20471	04/05/2013	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	5,093.66
20472	04/05/2013	Printed		LVN PROBAT	LEAVENWORTH CITY & COUNTY	PROBATION/COURT SERVICES	2,709.73
20473	04/05/2013	Printed		MIZE	MIZE HOUSER & COMPANY INC	AUDITING SERVICES/FY 2012	9,200.00
20474	04/05/2013	Printed		PALENSKE	BRIAN PALENSKE	CONCRETE WORK @ FOD	2,400.00
20475	04/05/2013	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	300.00
20476	04/05/2013	Printed		REGISTER	REGISTER OF DEEDS	RECORD FEE/LOT 7 HR/ELDRIDGE	80.00
20477	04/05/2013	Printed		SPECTRA	SPECTRA	WINTER WEATHER GLOVES/PWD	215.76
20478	04/05/2013	Printed		REILLY COM	THE REILLY COMPANY LLC	POLICY RENEWAL/BUS PKG/2013-14	54,197.00
20479	04/05/2013	Printed		TYLER TECH	TYLER TECHNOLOGIES, INC.	AP CHECK REC/POSITIVE PAY	1,365.00
20480	04/05/2013	Printed		US POSTAL	UNITED STATES POSTAL SERVICE	REPLENISH UB MAILING PERMIT	2,000.00
20481	04/05/2013	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	355.67
20482	04/05/2013	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	10,228.07
20483	04/05/2013	Printed		WHITE GOSS	WHITE GOSS BOWERS MARCH	LEGAL SERVICES THRU 3/15/13	3,000.00

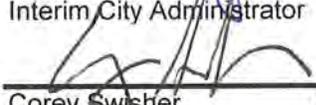
Total Checks: 26

Checks Total (excluding void checks):

114,026.44

 4-9-13

Lloyd Martley Date
 Interim City Administrator

 Date
 Corey Swisher Date
 City Clerk/Finance Director

 4/5/13

Kristi Olson Date
 Accounting Clerk

Check Register Report

Date: 03/28/2013

Time: 4:44 PM

Page: 1

City Of Basehor

BANK: FIRST STATE BANK

C Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST STATE BANK Checks							
20432	03/19/2013	Printed		PALENSKE	BRIAN PALENSKE	CONCRETE WORK/155TH & HICKORY	4,775.00
20433	03/28/2013	Printed		AFLAC	AFLAC	EMPLOYEE CAFETERIA PLAN/MAR	984.42
20434	03/28/2013	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	1,049.29
20435	03/28/2013	Printed		BANZHAF/DA	DAVID J AND SANDRA L BANZHAF	EASEMENT/WC PWKY 155-158 ST	1.00
20436	03/28/2013	Printed		CARTER WAT	CARTER WATERS CORPORATION	ASPHALT PATCH/STREET REPAIR	513.50
20437	03/28/2013	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHARGES	49,299.74
20438	03/28/2013	Printed		CONS	CONS RURAL WATER DISTRICT #1	WATER USAGE REPORT	200.00
20439	03/28/2013	Printed		HARTFORD	HARTFORD RETIREMENT PLANS	401/457 RETIREMENT CONTRIB	2,729.04
20440	03/28/2013	Printed		KBI LAB	KANSAS BUREAU OF INVESTIGATION	LAB FEE COSTS/STARCHER	400.00
20441	03/28/2013	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	252.47
20442	03/28/2013	Printed		KS SECURED	KANSAS SECURED TITLE	MULTIPLE TITLE SEARCHES	550.00
20443	03/28/2013	Printed		KELLY	MICHAEL E KELLY	CITY PROSECUTOR FEES	446.25
20444	03/28/2013	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	4,686.59
20445	03/28/2013	Printed		LAND CO	LAND CO REAL ESTATE SVCS INC	ROW ACQUIST SVCS/WC PWKY	495.00
20446	03/28/2013	Printed		LEAV TREAS	LEAVENWORTH CO TREASURER	PRIMARY ELECTION EXPENSES	2,085.48
20447	03/28/2013	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARDING FEES	52.50
20448	03/28/2013	Printed		MIDWEST PU	MIDWEST PUBLIC RISK	GROUP DENTAL INS/APRIL 2013	1,126.00
20449	03/28/2013	Printed		MILLER	MILLER SIGN SHOPPE, LLC	UNIT #16 LETTERING/NEW PATROL	180.00
20450	03/28/2013	Printed		PIERCE	BOB PIERCE	REIMB MISC PURCHASE	15.23
20451	03/28/2013	Printed		SPECTRA	SPECTRA	BACTERIA/WWTF	435.00
20452	03/28/2013	Printed		SPOTS OFF	SPOTS OFF LLC	CAR WASHES/POLICE/FEB	45.73
20453	03/28/2013	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICES/MARCH	387.00
20454	03/28/2013	Printed		TRAUSCH	ROBERT TRAUSCH	REIMB POLICE REPORT/CC FEE	6.50
20455	03/28/2013	Printed		WESTAR	WESTAR ENERGY	ELECTRIC USAGE	4,107.16
20456	03/28/2013	Printed		WILLIAMS	ANNETTE WILLIAMS	REIMB DUP PAY/3206 N 157 TERR	56.40
20457	03/28/2013	Printed		WRIGHT EX	WRIGHT EXPRESS	CITYWIDE FUEL CHARGES/FEB	2,625.68

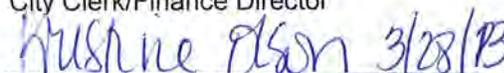
Total Checks: 26

Checks Total (excluding void checks):

77,504.98


 Lloyd Martley Date 4-1-13
 Interim City Administrator


 Corey Swisher Date 03/29/13
 City Clerk/Finance Director


 Kristi Olson Date 3/28/13
 Accounting Clerk

City of Basehor
Agenda Item Cover Sheet

Consent Agenda Item No. C

Topic: Resolution No. 2013-6 – A resolution establishing fees and rates for permits, licenses and services within the City of Basehor.

Action Requested: Approve resolution 2013-6

Narrative: On June 20, 2011, The Basehor City Council approved a consolidated, City-wide Master Fee schedule. The proposed resolution will update the City's master fee schedule. All proposed updates are identified in a red font color.

Presented by: Lloyd Martley, Chief of Police/Interim City Admin./Corey Swisher, City Clerk/Finance Director.

Administration Recommendation: Approve resolution 2013-6 adopting the updated fee schedule

Committee Recommendation: N/A

Attachments: Resolution 2013-6, Master fee schedule

Projector needed for this item?

No

RESOLUTION NO. 2013-06

**A RESOLUTION ADOPTING A FEES/PERMITS/LICENSES SCHEDULE
FOR THE CITY OF BASEHOR, KANSAS**

WHEREAS, the City of Basehor has found it in the public interest and convenience to adopt a fee schedule which lists all fees, permits, and licenses which are imposed by the City.

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

SECTION 1: That the Fee Schedule attached as Exhibit A be the official fee schedule of the City of Basehor, Kansas.

SECTION 2: That the Fee Schedule may be amended by the adoption of a resolution of the Governing Body.

SECTION 3: That any existing fee or charge included in the City Code shall remain valid, even if not listed in the Fee Schedule.

SECTION 4. That upon adoption and approval of this Resolution, any other Resolutions or Ordinances which conflict with this Resolution are hereby repealed.

SECTION 5: That this Resolution shall become effective upon its adoption by the Governing Body of Basehor, Kansas.

ADOPTED by the Governing Body this 15th day of April, 2013.

APPROVED by the Mayor this 15th day of April, 2013.

David K. Breuer, Mayor of Basehor, Kansas

ATTEST:

Corey Swisher
Finance Director/City Clerk of Basehor, Kansas



Resolution 2013-06 Attachment A

2013 City of Basehor Fee/Permit Schedule

The following fees shall be due and payable to the City of Basehor:

Convenience Fee (credit/debit card payments)	\$1.50
Pet License	\$5.00
Animal Recovery Fee	\$15.00
Deer Permit	\$10.00
Fingerprints	\$15.00
Police Reports	\$5.00
Color Copies of Photos	.50 per page
Business License (based on calendar year)	\$50.00
Penalty for Not Obtaining a Business License	\$50.00
Peddler/Solicitor License (14 day)	\$50.00
Fireworks Sales License	\$500.00
Return Check Fee	\$30.00
Park Fee	
Residential – Per Dwelling Unit	\$200.00
Commercial/Industrial – Per Store Front	\$200.00
- Per Lot	\$200.00
Sewer Connection-Residential (Collect at time of building permit)	\$3,450.00

Sewer Connection-Commercial up to 11,500 square feet \$3,450.00
 Over 11,500 square feet base rate + \$.30 per square foot of structure

Sewer Connection – Outside of City Limit \$5,175.00

Pinehurst Lift Station Upsize Fee \$78.00

Transportation Excise Tax .09 per sq, ft, of platted property

Aerial Topography` \$100.00 per ¼ section

Map Printing/Plotting Reproductions:

<u>Black & White</u>		<u>Color</u>	
24x36	\$6.00	24x36	\$8.00
11x17	\$2.00	11x17	\$4.00
8 1/2x11	\$.50	8 ½ x 11	\$2.00

Plus Computer Generated Mapping Labor Charge \$25.00 per hour

Miscellaneous Copying and Reproduction Charges:

<u>Black & White</u>		<u>Color</u>	
24x36	\$6.00	24x36	Per Vendor Billing
11x17	\$2.00	11x17	Per Vendor Billing
8 1/2x11	\$.50	8 ½ x 11	\$2.00

Plus Labor Rate for Reproductions of Copies \$15.00 per hour per employee

Specialized Copying or Reproduction of Documents or Mapping Per Vendor Billing

Video Reproduction Costs \$25.00 per video

Change in Zoning (per request) \$150.00

Board of Zoning Appeals (per variance request) \$150.00

Special Use Permit (per request) \$150.00

Preliminary Development or Preliminary Plat \$250.00 + \$5.00 per lot

Final Development Plan or Final Plat or Replat \$250.00 + \$5.00 per lot

Lot Split \$150.00

Subdivision & Improvement Plan Review Fees Per City Engineer Billing

Development/Project Inspection Fees Per City Engineer Billing

Legal Fees Deemed Reimbursable Per City Attorney Billing

Residential Permit Fees:

Base permit fee based on value of construction	
Electrical	\$130.00
Mechanical	\$95.00
Plumbing	\$160.00

Commercial Permit Fees:

Base permit fee based on value of construction. The following rates are used to calculate the Electrical, Plumbing and Mechanical permit fees:

Electrical:

TYPE OF FIXTURE	FEE
Receptacle, Switch, Light Fixtures (1-20)	\$0.75
Receptacle, Switch, Light Fixtures (20 or more)	
.45	\$0.45
APPLIANCES	
Ranges	\$3.00
Ovens (wall mounted)	\$3.00
Garbage Disposal	\$3.00
Cook Top	\$3.00
Dish Washer	\$3.00
Clothes Washer	\$3.00
Clothes Dryer	\$3.00
Water Heater	\$3.00
Space Heater	\$3.00
Misc. Appliances (not exceeding one HP)	\$3.00
NON RESIDENTIAL APPLIANCES	
	\$3.00
POWER APPARATUS - HP, KW, KVA, KVAR	
Motors, Generators, Cooking Equip. up to 1	\$3.00
Motors,Over 1 up to 10 each	\$7.50
Motors,Over 10 up to 50 each	\$15.00
Motors,Over 50 up to 100 each	\$30.00
Motors,Over 100 each	\$45.00
SIGNS	
Signs, lighting systems----one circuit	\$15.00
Signs, lighting systems--- each add'l circuit	\$3.00
SERVICES	
0 -- 200 amps.	\$18.50
201 -- 600 amps.	\$37.50
over 600 amps.	\$75.00
 SATURDAY INSPECTION	 \$42.00

Base Permit Fee \$15.00

Plumbing:

TYPE OF FIXTURE	FEE
Water Closet (toilet)	\$7.00
Bathtub	\$7.00
Lavatory (wash basin)	\$7.00
Shower	\$7.00
Kitchen Sink and Disposal	\$7.00
Dishwasher	\$7.00
Laundry Tray	\$7.00
Clothes Washer	\$7.00
Water Heater	\$7.00
Urinal	\$7.00
Drinking Fountain	\$7.00
Floor Sink or Drain	\$7.00
Wall Hydrant	\$7.00
Mop Sink	\$7.00
Water Piping ---installation or repair, each	\$7.00
D W V --- installation or repair, each	\$7.00
Lawn Sprinkler System	\$7.00
BACKFLOW DEVICES	
Atmospheric, 1to 5 each	\$5.00
Other --- 2in. diameter and smaller	\$7.00
Other --- over 2 in. diameter	\$15.00
Building Sewer, each	\$15.00
Private Sewage Disposal System or repair	\$40.00
Gray water System	\$40.00
SATURDAY INSPECTION	\$42.00
PERMIT	\$20.00

Mechanical:

TYPE OF FIXTURE	FEE
FURNACE 100,000 BTU/H	\$13.25
FURNACE Over 100,000 BTU/H	\$16.25

ROOF TOP UNITS (2-4 TONS)	\$13.25
ROOF TOP UNITS (5-7 TONS)	\$24.25
ROOF TOP UNITS (OVER 8 TONS)	\$33.25
FLOOR FURNACE	\$13.25
SUSPENDED HEATER	\$13.25
APPLIANCE VENTS	\$6.50
REPAIRS OR ADDITIONS	\$12.25
BOILERS, COMPRESSORS	
3horsepower or 100,000 Btu	\$13.25
4-15 horsepower or over 100,000 to 500,000 BTU	\$24.25
16-30 horsepower or over 500,000 to 1,000,000 BTU	\$33.25
31-50 horsepower or over 1,000,000 to 1,750,000 BTU	\$49.50
over 50 horsepower or over 1,750,000 Btu	\$82.75
AIR HANDLERS	
10,000 CFM	\$9.50
Over 100,000 CFM	\$16.25
EVAPORATIVE COOLERS	\$9.50
VENTILATION and EXHAUST	
Fan with Single Duct	\$6.50
Ventilation System	\$9.50
Range Hood	\$9.50
INCINERATOR	
Residential	\$16.25
Commercial	\$66.50
MISC. EQUIPMENT	\$9.50
GAS PIPING / HAZARDOUS PIPING	
1-4 Outlets	\$5.50
Over 5 Outlets, Each	\$1.00
SATURDAY INSPECTION	\$42.00
PERMIT	\$22.00
Doc Box Replacement Fee	\$60.00
Zoning & Subdivision Manual	\$20.00
Commercial Development Corridor Guidelines	\$10.00
Technical Specifications Manual	\$25.00
Sign Permits:	
Marquee Sign	\$125.00
Business Sign	\$125.00
Advertising Sign	\$125.00

Temporary Sign	\$25.00
Cereal Malt Beverage License (3.2%)	\$100.00
State CMB Stamp	\$25.00
Limited Retailer License	\$250.00
2 Year Class A and Class B Liquor License	\$500.00
Caterer Liquor License Fee (With maximum of \$250.00.yr)	\$25.00/day
Temporary Liquor License Fee (for special events)	\$25.00/day
Reimbursable Charge of Work Performed by Public Works Dept.	
<ul style="list-style-type: none"> • \$100 per hour per employee and piece of equipment • Cost of materials (i.e. culverts, gravel, etc.) shall be charged per vendor billing 	

CASH IS NOT ACCEPTED

Accepted methods of payment are personal check, money order, debit/credit card.

City of Basehor
Agenda Item Cover Sheet

Agenda Item 5

Topic: Field of Dreams Light Pole Relocation Agreement and resolution 2013-7

Action Requested: Approve Relocation Agreement between the City of Basehor and Westar to relocate light pole and fence

Narrative: Westar owns a high voltage transmission line (Line 115.84 East Fairmount Tap) which runs along the south side of Fairmount Road, adjacent to Ball Field One of the Field of Dreams. The line is in close proximity to the City's light pole installed in Ball Field One, causing the potential for conflict between the high voltage transmission line and the light pole. Westar desires to relocate the City's pole to a point thirty feet to the south of the light's pole current location to avoid such potential conflict.

Presented by: Lloyd Martley/Gene Myracle

Administration Recommendation: Approve Agreement as prepared

Committee Recommendation: N/A

Attachments: Relocation Agreement

Projector needed for this item?

No

RESOLUTION NO. 2013-08

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND WESTAR ENERGY, INC., REGARDING THE RELOCATION OF A LIGHT POLE AT THE FIELD OF DREAMS IN BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into the Field of Dreams Light Pole Relocation Agreement, attached hereto as **Exhibit A**.

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

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Field of Dreams Relocation Agreement with Westar Energy, Inc., attached as **Exhibit A**.

Section 2. That this resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2013.

APPROVED by the Mayor this 15th day of April, 2013.

[SEAL]

David K. Breuer, Mayor

ATTEST:

Kathy Renn, Assistant City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano, City Attorney

Exhibit A
Field of Dreams Light Pole Relocation Agreement

To be attached.

FIELD OF DREAMS LIGHT POLE RELOCATION AGREEMENT

This Field of Dreams Light Pole Relocation Agreement is made and entered into effective as of the _____ day of _____, 2013, by and between the City of Basehor, Kansas (the "City"), a political subdivision of the State of Kansas, and Westar Energy, Inc. ("Westar").

WITNESSETH:

WHEREAS, the City is the owner of the Field of Dreams Baseball Complex ("Field of Dreams"), located at 14333 Fairmont Road, Basehor, Kansas, 66007, and

WHEREAS, Westar owns a high voltage transmission line (Line 115.84 East Fairmount Tap) which runs along the south side of Fairmount Road, adjacent to Ball Field One of the Field of Dreams ("Ball Field One"); and

WHEREAS, the City owns a light pole and a fence located in Ball Field One; and

WHEREAS, the high voltage transmission line is in close proximity to the City's light pole installed in Ball Field One, causing the potential for conflict between the high voltage transmission line and the light pole; and

WHEREAS, Westar desires to relocate the City's light pole to a point thirty (30) feet to the south of the light pole's current location to avoid such potential for conflict.

THEREFORE, in consideration of mutual promises and covenants, and for good and valuable consideration, receipt of which is hereby acknowledged, the City and Westar agree as follows:

1. That Westar will relocate the City's light pole to a point thirty (30) feet south of its present location as depicted in Exhibit A.
2. That such relocation shall be performed by Westar contract linemen and local contract electricians at Westar's sole cost.
3. That Westar will provide \$10,259.25 to the City for the relocation of the City's fence, as per the Mac Fence Bid, attached as Exhibit B.
4. That the City's fence will be relocated to a point as generally depicted on Exhibit C.

5. That Westar agrees to indemnify and hold harmless the City against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly or indirectly resulting from the work performed by Westar pursuant to this agreement, except those claims resulting from the negligent acts of agents or employees of said City.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

7. This Agreement shall be binding upon, and shall inure to the benefit of, Westar and the City, and their respective successors and assigns.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute by one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

WESTAR ENERGY, INC.

CITY OF BASEHOR

By: _____

Mayor David Breuer

Print Name

Date

Title

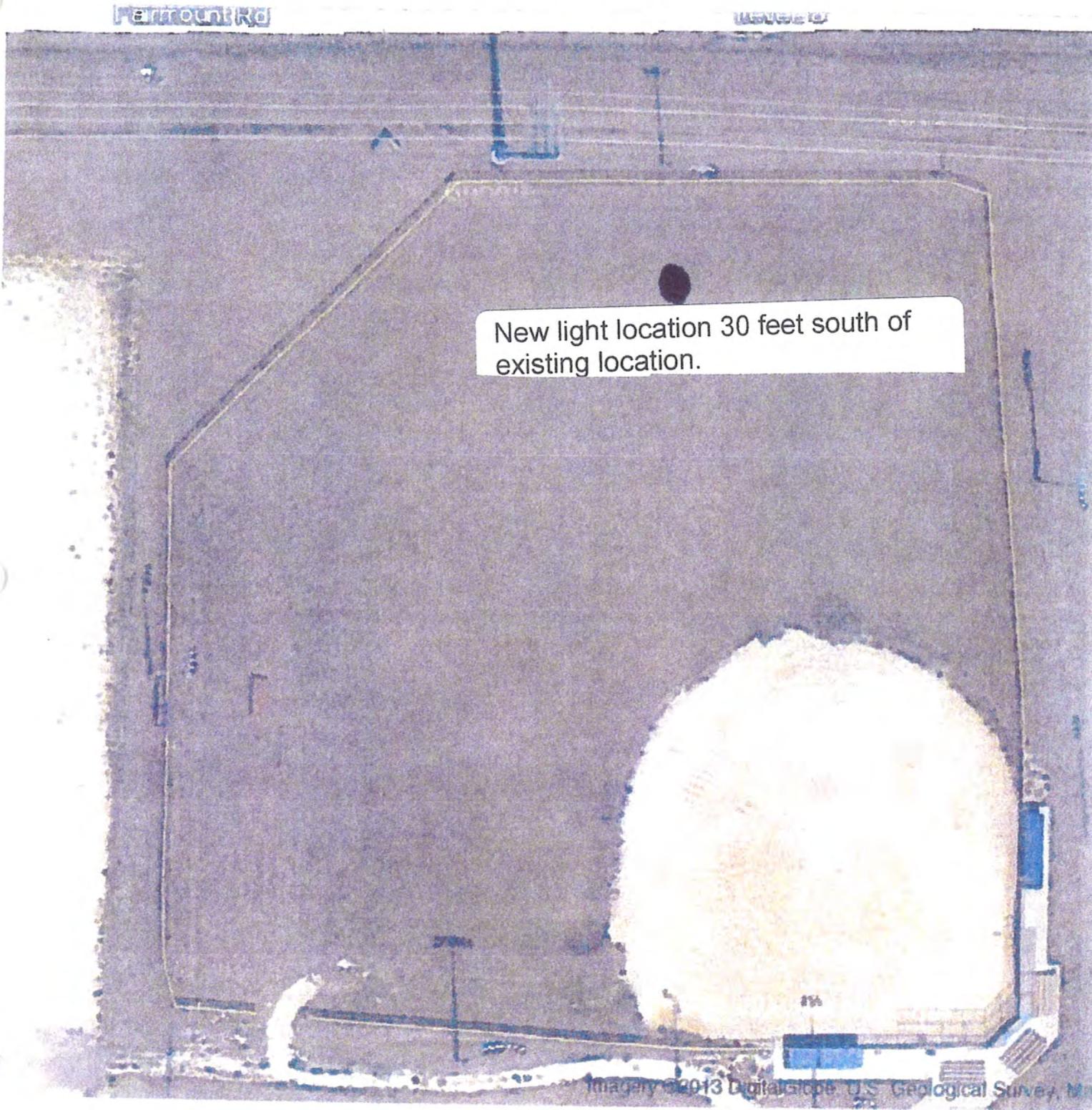
Date

Attest:

By: _____

EXHIBIT A
Light Pole Relocation Diagram

Exhibit A



New light location 30 feet south of existing location.

EXHIBIT B
Mac Fence Bid

Exhibit B

MAC'S

MAC'S FENCE, INC.
6037 Speaker Rd.
Kansas City KS 66111-2235
913-287-6173
Fax 913-287-7274

| ~~April 11, 2013~~ April 10, 2013

To: City on Basehor Ks

Attn: Gene Myracle

Re: Field of Dreams
14333 143rd Street
Basehor Ks

Scope of work : Fencing at field one
Remove 270 ft of six tall chain link fence. Cut post off at ground level
Install 240 ft of six tall 9 ga chain link fence
2 1/2" O.D sch 40 line post
1 5/8" sch 40 top rail
Install 54 ft of 4 ft tall chain link fence on east side of field one

Price \$10,259.25

No Sale Tax for City

No subsidiary work is included in this price

Scope incorporates all legal terms of AIA contract # A401

If you wish to accept this proposal, please sign at the bottom and fax or mail a copy back to us.
Thank you for giving us the opportunity to bid this project.

Sincerely, Yours
John S. Bell
Mac's Fence, Inc.

ACCEPTANCE: _____

DATE: _____

If rock is encountered there will be and additional charge added to the above price

Purchaser is aware and agrees that underlying rock, concrete, shale, hardpan, hidden pipe, electrical wiring or other substance that will require jack hammering, blasting, drilling or if any other unique condition is unknown to the seller involving extra labor costs will result in additional charges apart from this agreement.

Payment shall be due upon receipt of invoice. Late charges will be charged on all accounts 30 days past due in the amount of 1.5% per month (18% per annum). Attorney fees and court cost, for any legal action that may occur on seller for purpose of the collection of past due payments shall be borne by purchaser. Seller reserves the right to lien the owner's property if timely payment is not received. If payment is not received owner gives seller the right to remove all material from said property at owner's expense.

TERMS AND CONDITIONS

1. An extra charge will be made to Purchaser for any material additional to that specified herein necessary to make a complete installation in a workmanlike manner and final measurement after erection will govern the amount of invoice.
2. All property line stakes and grade stakes are to be established by Purchaser. Fence is to follow ground lines unless otherwise provided for in this contract.
3. Unless otherwise provided in this contract, obstructions of every nature that in any manner interfere with the erection of fence shall be removed by Purchaser prior to commencing work on fence. This contract does not contemplate the encountering of rock, swampy conditions or boulders larger than the hole to be dug. Should any of the above conditions be encountered, Purchaser shall pay the actual cost of the additional work caused thereby unless stated in the proposal. ~
4. When work is started by Seller under this contract, work may be continued to completion without interruption, including, without limitation, interruptions caused by other contractors or changes in the plans of Purchaser. In the event that Seller is required to withdraw from work after starting, Purchaser agrees to pay charges covering the actual expenses incurred unless otherwise provided in this contract. It is understood that when Seller's crew reports to the job site by appointment, this constitutes starting work.
5. Before work is started, Purchaser shall furnish Seller with the location and character of any underground wires, pipes, sewers, conduits, obstructions, conditions, or restrictions of any nature which might interfere with or be damaged by Seller in the course of the work or which might be the cause of injuries, or other damages. If the Purchaser fails to do so, or if any of the aforesaid are omitted from the information furnished Seller, the Purchaser agrees to release, indemnify, hold harmless and defend Seller from and against any and all liability, loss, damages, fines and expense caused thereby or from any claims, demands or suits based thereon.
6. Seller shall not be responsible for delays, defaults or damages occasioned by any causes beyond Seller's control including, without limitations, governmental actions or orders, embargoes, strikes, lock-outs, fires and floods.
7. This contract is subject to all applicable laws, regulations, and ordinances of any federal, state or local governmental authority or agency.
8. This contract is subject to any and all state and local taxes which apply to the transaction. Where exemptions are allowed, proper exemption certificates must accompany order or be on file.
9. One year warranty is provided on all labor. Wood is imperfect by nature, therefore wood fence cannot be warranted against acts of nature, normal weathering, cracks, splits, knots, shrinking and/or warping. Seller does not warranty treated posts.
10. **Residential Payment Terms: 25% down, balance due on completion.** Payment shall be due upon receipt of invoice. Late charges of 1.5% per month on unpaid balance will be charged on accounts 30 days past due. Attorney fees and court cost, for any legal action that may occur on seller for purpose of collection of past due payments shall be borne by purchaser. Seller reserves the right to lien the owners property if timely payment is not received. If payment is not received owner gives seller the right to remove all material from said property at owners expense. Monthly progress invoices may be issued for all completed work.
11. Permits or licenses including the payment of fees shall be the sole responsibility of Purchaser.
12. Purchaser is responsible for determining city ordinances, regulations, zoning, and homeowners association regulations as regards types of fencing permitted or required, where permitted, and other such legal conditions that may apply.
13. Purchaser is responsible for determining property lines by professional survey or other legal means, and Seller shall be held harmless in the event Purchaser is negligent in this determination when plotting fence lines. Purchaser agrees to bear all costs incurred if fence must be removed or relocated, including paying for Seller's loss of time and/or materials.
14. Purchaser is aware and agrees that underlying rock, concrete, shale, hardpan, hidden pipe, electrical wiring or other substance that will require jack hammering, blasting, drilling or if any other unique condition is unknown to the seller involving extra labor costs will result in additional charges apart from this agreement.
15. The above and foregoing terms and conditions are final expression of the terms and conditions of this contract, and are intended as a complete and exhaustive statement of the agreement. Modification or change shall only be permitted by a signed writing between the Purchaser and Seller. This contract shall not be assigned by Purchaser, in whole, or in part, without the written consent of Seller, and shall be binding upon the successors, administrators, executors or assigns of the parties hereto. Waiver of any default shall not be considered as a waiver of any subsequent default. No conditions, terms, agreements, or stipulations other than those stated herein shall be binding upon Seller.

This proposal is a provision that is to be added to all contracts.

EXHIBIT C
Fence Relocation Diagram

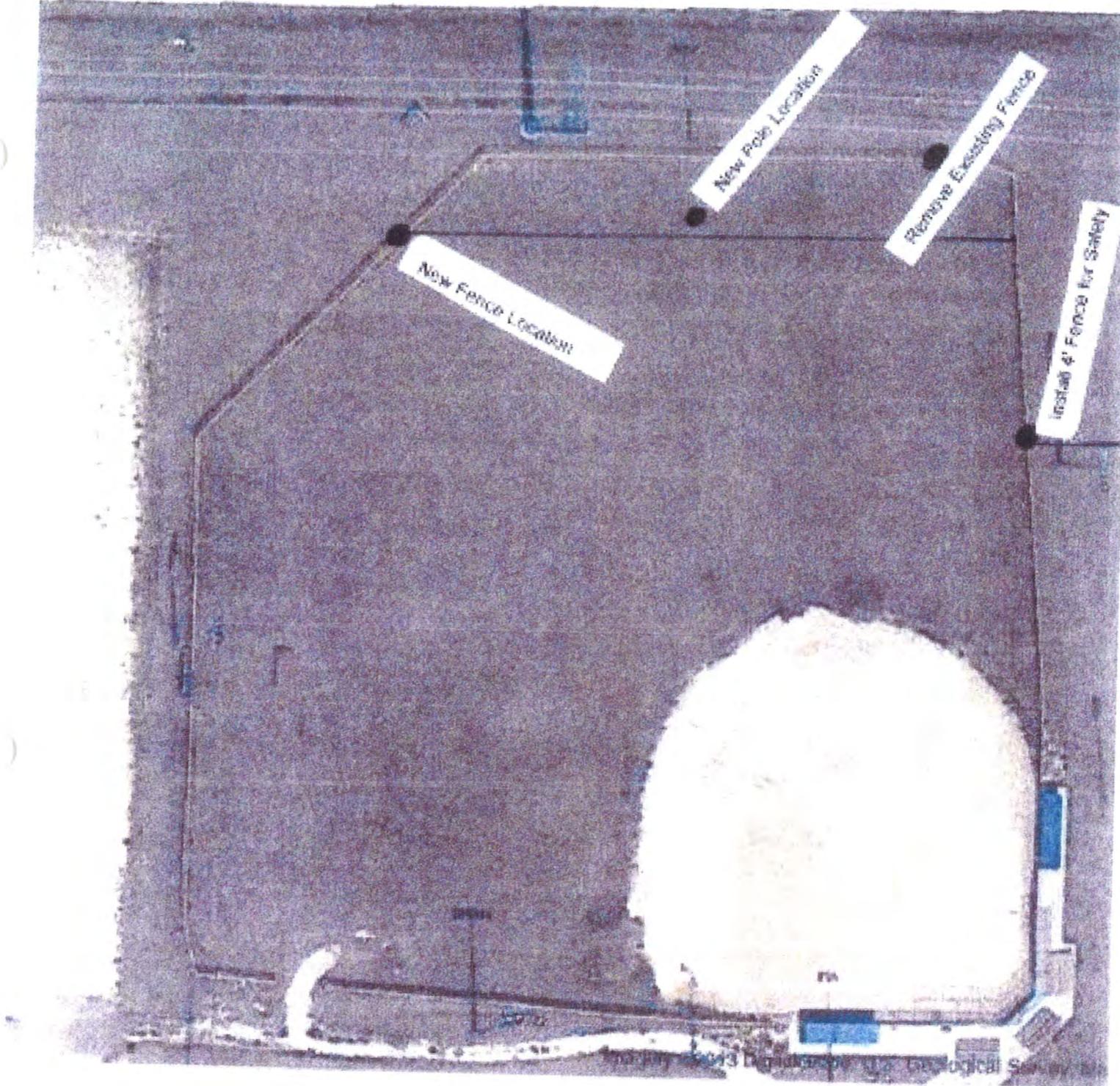


Exhibit C