

# Agenda

## Basehor City Council

### Work Session

November 3, 2014 7:00 p.m.

Basehor City Hall



1. FY 2014 External Audit Agreement – Mize Houser – Resolution 2014-17
2. Field of Dreams Agreement – Resolution 2014-16
3. 153<sup>rd</sup> Street Vacated Right of Way – Ordinance No. 648
4. AMS Collections Service Agreement – Resolution 2014-18
5. Executive Session (*If Needed*)

*Per K.S.A. 75-438 the City Council Meeting agenda is available for review at Basehor City Hall, 2620 North 155<sup>th</sup>*

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 1

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**Topic:** External audit agreement with Mize Houser & Co. for year ending 12/31/14

**Action Requested:** Authorize staff to sign agreement with Mize Houser & Co. to provide our external audit for year ending 12/31/14.

**Narrative:** Mize Houser & Co. has provided our external audit for the past several years. Staff has been very satisfied with the performance of Mize Houser & Co and would like to retain their services to provide the 2014, fiscal year independent external audit.

**Presented by:** Lloyd Martley, Chief of Police/City Administrator

**Administration Recommendation:** Approve resolution 2014-17

**Committee Recommendation:** N/A

**Attachments:** Resolution 2014-17  
Mize Houser & Co. agreement for 2014

**Projector needed for this item?**

No



# *The City of Basehor*

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## **MEMO**

Date: November 3, 2014

To: Mayor and City Council

From: Lloyd Martley, Chief of Police/City Administrator

Ref: Fiscal Year 2014 External Independent Audit Agreement

K.S.A. 75-1122 requires municipalities to have annual audits by licensed municipal public accountants or certified public accountants if the municipality has annual gross receipts over \$275,000 or has bonds outstanding of over \$275,000. The City of Basehor meets both of these criteria.

The City has a current agreement with Mize Houser & Company, P.A. to perform our independent external audit. The agreement was written with the option for extensions of additional one year periods. Staff has been very satisfied with the performance of Mize Houser & Co. and would like to extend our agreement with Mize Houser & Company, P.A. for the 2014 fiscal year audit.

The quoted price for a Generally Accepted Accounting Principles (GAAP) compliant audit for the 2014 fiscal year is \$19,165.00. This represents a 3.98% increase from the prior year.

Lloyd Martley  
Chief of Police/City Administrator

**RESOLUTION NO. 2014-17**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT WITH MIZE HOUSER & COMPANY, P.A.**

**WHEREAS**, Mize Houser & Company, P.A. ("Mize Houser") and the City of Basehor previously entered into an agreement regarding the City of Basehor's annual audit and related services which were performed in 2014; and

**WHEREAS**, it is necessary to enter into an agreement regarding the City of Basehor's annual audit and related services to be performed in 2015; and

**WHEREAS**, Mize Houser and the City of Basehor wish to enter into an agreement for the City of Basehor's annual audit and related services to be performed in 2015.

**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 City Administrator to execute the agreement for the City of Basehor's annual audit and related services to be performed in 2015, attached as Exhibit A.

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

**ADOPTED** by the Governing Body this \_\_\_\_\_ day of November, 2014.

**SIGNED** by the Mayor this \_\_\_\_\_ day of November, 2014.

**SEAL**

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

**EXHIBIT A**

Agreement for the City of Basehor's annual audit and related services  
to be performed in 2015



MIZE HOUSER  
COMPANY P.A.

October 15, 2014

Mayor and City Council  
City of Basehor  
2650 N. 155<sup>th</sup> Street  
Basehor, KS 66007

We are pleased to confirm our understanding of the services we are to provide the City of Basehor, Kansas, (the City) for the year ended December 31, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2014.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: Management Discussion and Analysis and the OPEB information.

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining statements and individual fund statements.

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

## **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You have requested that we prepare the financial statements that are the subject matter of this audit and the capital assets depreciation schedule for the year ended December 31, 2014, hereinafter referred to as nonattest services. You are responsible for those financial statements and for the selection of useful lives, depreciation methods and capitalization thresholds used in this capital assets depreciation schedule. You agree to assume all management responsibilities for any nonattest services we provide, including our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information of the City's and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud and illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud and illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period; and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. To mitigate these risks, we offer a method for you to send sensitive information to us securely and also one for us to securely send sensitive information to you. We strongly encourage the use of these secure methods, particularly for the transmission of Personally Identifiable Information (PII).

## **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws and governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

### **Audit Procedures-Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Audit Administration, Fees and Other**

When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

We may prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. Also, as part of the audit we will prepare a draft of your financial statements and related notes. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The workpapers for this engagement are our property and constitute confidential information. However, we may be requested to make certain workpapers available to others pursuant to authority given by law, regulation or other legal process. If requested, access to such workpapers will be provided under the supervision of firm personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to governmental agencies who may intend or decide to distribute the photocopies or information contained therein to others, including other governmental agencies. You agree to reimburse us for our personnel and other costs associated with our compliance with such requests. Our policy is to retain workpapers for five years after the engagement. During the term of this engagement, we agree to comply with the provisions of K.S.A. 44-1030.

You agree that the term "those charged with governance", as used in Statement on Auditing Standards No. 114 for defining our communication responsibilities under that standard, consists of the mayor, city council, and the city administrator.

It is understood that the services provided by our firm necessarily rely, to some extent, on information provided by your organization, including management representations, as well as information and documents. Accordingly, your organization indemnifies our firm and its owners and employees, and holds them harmless from all claims, liabilities, losses or costs in connection with services provided by our firm that are affected in any way by erroneous, misleading, or incomplete information furnished by your organization. This indemnification will survive any terminations under this letter.

Mize Houser & Company P.A. and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within the state and county of the Mize Houser & Company P.A. office servicing the City by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.

Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We agree that our gross fee, including all expenses, for the above services shall not exceed \$19,165, except as noted above. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Basehor, Kansas and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MIZE HOUSER & COMPANY P.A.  
Certified Public Accountants

By *Audrey M. Odermann*

RESPONSE:

This letter correctly sets forth the understanding of the City of Basehor, Kansas.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 2

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**Topic:** Field of Dreams Facility Operation Agreement

**Action Requested:** Extend the terms and use agreement currently in place.

**Narrative:** The City of Basehor has a current agreement with the National Youth Sports Sanctioning Organization, LLC that expires on November 19, 2014. Under the Term and Use section of our current agreement the contract can be renewed for additional terms upon mutual agreement of both parties.

**Presented by:** Lloyd Martley, Chief of Police/City Administrator

**Administration Recommendation:** Extend the terms of the current agreement

**Committee Recommendation:** N/A

**Attachments:** Resolution 2014-16  
Current agreement  
First Amendment of agreement

**Projector needed for this item?**

No



# The City of Basehor

Date: November 3, 2014

To: Mayor and Governing Body

From: Lloyd Martley, Chief of Police/City Administrator

Ref: Field of Dreams

From the day the City purchased the Field of Dreams it has been our goal to update the facility, enhance the playing surfaces, repair/replace the scoreboards and other related issues along with providing quality programs for the children of our community and surrounding communities as well.

The City has invested a lot of money in the Field of Dreams and we will continue to do so as we strive to provide the best facility we can for the variety of youth programs being offered.

Over the past several years we have been working with the National Youth Sports Sanctioning Organization, LLC (Troy Wisemon) to offer various sports and other related activities for many of the children in our community. We have seen the program grow from a few teams and events to the following:

- Soccer has over 200 kids playing both spring and fall games
- Football has over 600 kids participating in both tackle and flag
- Baseball has over 430 kids making up 40 teams
- Cheerleading for football has over 200 kids signed up and cheering
- Football has one major tournament each year
- Baseball/softball has 7 tournaments each year
- Special Olympics softball tournament is held every year in July

Over the past few years the growth and participation at the Field of Dreams has been tremendous. This growth can be attributed to the type of programs and events that are being offered by the National Youth Sports Sanctioning Organization, LLC.

The current agreement we have with Troy expires in November 2014. Staff would like to extend the terms and conditions of the current agreement for an additional 5 years. The terms and conditions of the current agreement would remain the same except for section 12 (compensation). Troy currently pays the City \$35,000 per year. Under the new agreement the City would be paid \$37,000 for 2015 and this amount would increase by \$2,000 per year for the remaining term of the agreement. In the past we have sent out Request for Proposals (RFP) and have never received any replies other than from Troy. Based on the years of service and growth we have seen with Troy, the improvements that have been made to the facility and the quality of the programs being offered, staff believes that extending the current agreement would be in the best interest of the City and would allow us to continue offering quality programs for the children of our community.

**RESOLUTION NO. 2014-16**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO FACILITY OPERATION AGREEMENT BETWEEN NATIONAL YOUTH SPORTS SANCTIONING ORGANIZATION, LLC, AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS**

**WHEREAS**, the parties previously entered into that certain Facility Operation Agreement for the property commonly referred to as "Field of Dreams", which historically has been used for recreational sports activities ; and

**WHEREAS**, the City now desires to extend the Facility Operation Agreement with National Youth Sports Sanctioning Organization, LLC, and adjust the annual compensation to the City.

**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 First Amendment to Facility Operation Agreement, attached as Exhibit A.

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

**ADOPTED** by the Governing Body this \_\_\_\_ day of November, 2014.

**SIGNED** by the Mayor this \_\_\_\_ day of November, 2014.

**SEAL**

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

**EXHIBIT A**

First Amendment to Facility Operation Agreement

FIRST AMENDMENT TO FACILITY OPERATION AGREEMENT

This First Amendment to Facility Operation Agreement ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, is by and between the City of Basehor, Kansas (the "City") and National Youth Sports Sanctioning Organization, LLC, a Kansas Limited Liability Company (the "Operator").

WITNESSETH:

WHEREAS, the parties previously entered into that certain Facility Operation Agreement for the purpose of marketing, managing and operating recreational activities associated with property owned by the City and commonly referred to as "Field of Dreams"; and

WHEREAS, the City now desires to extend the Facility Operation Agreement with Operator and adjust the annual compensation to the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually promise, covenant and agree as follows:

1. Recitals. The Recitals are hereby amended to read as follows:

"A. The City owns property commonly referred to as "Field of Dreams", which Facility historically has been used for recreational sports activities."

"B. The City desires to retain Operator for the purpose of marketing, managing and operating recreational sports activities for years 2015-2019."

2. Section 1. Term and Use. Section 1 is hereby amended to read as follows:

"Operator will have exclusive management and oversight of the recreational sports activities at Field of Dreams for years 2015-2019, and this Agreement may be renewed for additional terms upon mutual agreement of the parties hereto. If this Agreement is not renewed by the parties for additional terms, the obligations of Operator set forth herein shall end on the date that all recreational activities offered by Operator for year 2019 end, and the City has inspected Field of Dreams and communicated to Operator that all obligations have been performed pursuant to this Agreement. Operator's use of Field of Dreams shall be limited to activities connected with the Required Programming set forth herein, and shall not include any other use of the property unless expressly permitted by the City."

2. Section 12. Compensation. Section 12 is hereby amended to read as follows:

"Operator will pay the city each year as follows:

2015: \$37,000 in two equal installments of \$12,333 and one installment of \$12,334 which will be due the 1<sup>st</sup> of May, July and September.

2016: \$39,000 in three equal installments of \$13,000 which will be due the 1<sup>st</sup> of May, July and September.

2017: \$41,000 in two equal installments of \$13,666 and one installment of \$13,668 which will be due the 1<sup>st</sup> of May, July and September.

2018: \$43,000 in two equal installments of \$14,333 and one installment of \$14,334 which will be due the 1<sup>st</sup> of May, July and September.

2019: \$45,000 in three equal installments of \$15,000 which will be due on the 1<sup>st</sup> of May, July and September.

Payments will be made as compensation to the City for the Operator's privilege to operate the Field of Dreams facility."

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Contract for Solid Waste Collection the day and year first written above.

CITY OF BASEHOR, KANSAS

By: \_\_\_\_\_

Mayor David K. Breuer

ATTEST:

\_\_\_\_\_  
Katherine M. Renn, City Clerk

NATIONAL YOUTH SPORTS  
SANCTIONING ORGANIZATION,  
LLC

By: \_\_\_\_\_

\_\_\_\_\_

Name and Title

STATE OF KANSAS )

) ss.

COUNTY OF LEAVENWORTH )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared \_\_\_\_\_ of National Youth Sports Sanctioning Organization, LLC, to me personally known, who being duly sworn did say that he has the authority to execute the foregoing document and that he acknowledged he fully understands the content and meaning of the within instrument and acknowledges that said instrument is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last written above.

My Appointment Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## FACILITY OPERATION AGREEMENT

THIS FACILITY OPERATION AGREEMENT (hereinafter "Agreement") is made and entered on this the 19th day of November, 2012, between NATIONAL YOUTH SPORTS SANCTIONING ORGANIZATION, LLC, a Kansas Limited Liability Company (hereinafter referred to as "Operator") and THE CITY OF BASEHOR, KANSAS, a Kansas municipal corporation (the "City"), with respect to the facts and objectives set forth below.

### RECITALS:

A. The City recently purchased property commonly referred to as "Field of Dreams", which Facility historically has been used for recreational sports activities.

B. The City desires to retain Operator for the purpose of marketing, managing, and operating recreational activities for years 2013 and 2014.

NOW, THEREFORE, in consideration of the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. **Term and Use.** Operator will have exclusive management and oversight of the recreational sports activities at Field of Dreams for years 2013 and 2014, and this Agreement may be renewed for additional terms upon mutual agreement of the parties hereto. If this Agreement is not renewed by the parties for additional terms, the obligations of Operator set forth herein shall end on the date that all recreational activities offered by Operator for year 2012 end, and the City has inspected Field of Dreams and communicated to Operator that all obligations have been performed pursuant to this Agreement. Operator's use of Field of Dreams shall be limited to activities connected with the Required Programming set forth herein, and shall not include any other use of the property unless expressly permitted by the City.

2. **Quality and Diversity of Programming.** Operator will provide activities and programming that are of high quality and sufficient diversity and scope to meet the recreational needs of the inhabitants of the City of Basehor and the visitors thereto. Operator understands that, given the nature of the services being offered by Operator, the City may, from time to time, offer advisory performance criteria with regard to programming, facility usage and other matters related to Operator's delivery of services at the Field of Dreams.

3. **Required Programming.** At a minimum, Operator will offer the following programming at Field of Dreams:

- Youth Football
- Flag Football
- Youth Baseball
- Youth Softball
- Tee-Ball
- Tournaments
- Youth Soccer

4. **Maintenance.** Operator shall pay all charges for gas, electricity, light, heat, power, telephone, video, internet or other communications services used, rendered, or supplied upon or in connection with the Field of Dreams facility when programming is taking place, and said charges shall include the necessary pumping of the on-site septic tank. Operator will be responsible for any and all field surface areas and grounds maintenance inside the chain link fence at Field of Dreams, to include but not be limited to mowing, aerating, trimming, and weed control. City and Operator generally intend that the City shall be obligated to ensure (i) all mechanical systems, structural members and systems, and exterior finish items (e.g., painting, roofing, window, etc.) are maintained in good working order and safe condition and (ii) such items are properly repaired when broken or damaged and replaced when they reach the end of their useful life. If Operator becomes aware of a condition at Field of Dreams that may pose a safety risk or hazard to persons on the Field of Dreams premises, Operator shall communicate such condition to the City immediately upon becoming knowledgeable of the same. Operator and City also generally intend that Operator shall be obligated to ensure (i) that all interior finishes (painting, drywall, flooring, etc.) are maintained in good working order and safe condition and (ii) such items are properly repaired when broken or damaged and

replaced when they reach the end of their useful life. Equipment owned by the City used for general maintenance and stored at the Field of Dreams facility shall be available for use by Operator but must be maintained by Operator and the City shall have no liability for injuries, claims, accidents, or damages occurring from Operator's use of the equipment.

The City and its agents shall have the right to enter in or on the premises to examine them and to perform maintenance, repair, or replacement as required hereunder, or for the purpose of monitoring or giving feedback or advice on programming or operation of Field of Dreams by Operator. The City retains the right to conduct major changes to the premises, including without limitation additions, reconfigurations, and tear-downs or relocations at its discretion. The Contractor shall not change any portion of the premises for which the City is responsible for maintenance, repair, or replacement without City's prior written approval, which approval may include conditions.

5. **Concessions.** Operator will be responsible for and required to offer concession services at Field of Dreams. In providing such concessions, Operator will utilize the City's exclusive beverage vendor.

6. **Admission and Parking for Basehor Residents.** Operator will provide all residents of the City of Basehor free parking and admission at Field of Dreams excluding tournaments. The City will maintain a resident identification program for use by Operator in identifying City residents.

7. **Indemnity.** To the extent legally permissible and without waiving any of the protections, requirements, and limitations of Kansas governmental immunity, Operator shall indemnify and hold the City, its agents, servants and employees harmless from and against any and all liability, loss, damages, costs and expenses, including reasonable attorney's fees and cost of investigating any such matters, suffered or sustained by the Operator, its agents, servants or employees, or any other person rightfully on the Field of Dreams premises arising out of any act, error, omission or negligence in Operator's operation, maintenance or use of Field of Dreams by Operator, its agents, servants or employees, or of any occupant, subtenant, visitor or user of any portion of the Field of Dreams premises, or any condition of the premises or adjacent property; provided that this indemnity shall not extend to damages resulting solely from the negligence or willful misconduct of the City, its agents, servants or employees.

8. **Insurance Requirements.** Operator will be required to obtain insurance of the types and the amounts set forth below from an underwriter licensed to do business in the State of Kansas, and have the City designated as an additional insured as part of such policy:

- a. Comprehensive General (Public) Liability or its equivalent, including \$1,000,000 each occurrence and \$2,000,000 aggregate.
- b. Workers Compensation Insurance as required by Kansas law.

9. **Assignment.** This agreement shall be non-assignable and the Operator shall not mortgage or encumber Field of Dreams or any of the facilities set forth herein or pledge any interest under this Agreement as security in a financing transaction without the prior written consent of the City in each instance. Operator may, however, license portions of the premises for purposes which further Operator's provision of park and recreation services to the public, which purposes include without limitation concession services, food and beverage services, and other amenities; provided, however that any such agreement shall not be for a term that exceeds the initial term of this Agreement.

10. **Compliance with Applicable Laws.** Operator agrees that it assumes the responsibility to abide by all Federal, County, State, and local laws that may be applicable to Operator's use of Field of Dreams, and provision of services thereon.

11. **Security.** Operator agrees that it will abide by, and cause its employees and invitees to abide by, guidelines or rules imposed by the City for ensuring the security of the Field of Dreams, and minimization of any vandalism or damage to the Field of Dreams or any improvements thereon.

12. **Compensation.** Operator will pay the City \$35,000 each year in three equal installments of \$11,666 which will be due on the 1<sup>st</sup> of May, July and September as compensation for allowing Operator to operate the Field of Dreams facility

13. **Default.** Operator shall be in default hereunder upon occurrence of:
- a. Failure to make payments as specified hereinabove;
  - b. The filing of any lien or claim against the Field of Dreams, or income there from, through no fault of the City and because of some action, accident, or conduct by Operator or its use of Field of Dreams;
  - c. The failure of Operator to perform in accordance with any term of this Agreement.
14. **Termination.** This Agreement and the rights and obligations of the parties hereto will automatically terminate upon any or all of the following events.
- a. Default of Operator if not cured within 30 days of Notice of Default by the City.
  - b. Upon passage of any Ordinance, Resolution, Statute or other rule or regulation applicable to the parties hereto which renders this Agreement void, voidable or unenforceable.
  - c. Upon the expiration of the initial term or any renewal term.
15. **Covenants of Operator.** Operator covenants and agrees that:
- a. It will not do or perform or fail to do or perform anything which will subject the land comprising the Field of Dreams to any lien or claim;
  - b. It will comply with all City Ordinances, including removal and prevention of noxious weed growth and such compliance will be at its sole expense.
  - c. It will return the Field of Dreams to the City in substantially the same condition as it is in at the time this Agreement is executed.
16. **Mutual Covenants.** The parties hereto covenant and agree that:
- a. The statements contained herein are binding and contractual;
  - b. This Agreement will be governed and construed in accordance with the laws of the State of Kansas.
  - c. Neither party has entered into this Agreement based upon any representations made by either party other than those contained herein.
  - d. Each party is authorized to enter into this Agreement and, upon execution of the same, will be legally binding upon each party hereto.
  - e. No modification herein will be binding unless the same is made, in writing, and signed by both parties hereto.
17. **Notices.** Any notices, bills, invoices, payments or correspondence required or permitted by or from one party to the other under this Agreement shall be made in writing, delivered personally, or by United States Mail, postage prepaid, to the following addresses, or other location as either party may from time to time designate:

Natl. Youth Sports Sanctioning Organization:  
Attn: Troy Wisemon  
8716 SW K-4, Highway

City:  
City Administrator  
2620 N. 155th St., P.O. Box 406

Topeka, Kansas 66614

Basehor, Kansas 66007

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effective as of the date first set forth above.



{City Seal}

**THE CITY OF BASEHOR, KANSAS**

By:

*David K. Breuer*  
\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

By:

*Corey Swisher*  
\_\_\_\_\_  
Corey Swisher, City Clerk/Finance Director

APPROVED AS TO FORM:

By:

*Shannon Marciano*  
\_\_\_\_\_  
Shannon Marciano, City Attorney

**NATIONAL YOUTH  
SPORTS SANCTIONING ORGANIZATION, LLC**

By:

*Troy Wisemon*  
\_\_\_\_\_  
Troy Wisemon, President

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 3

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**Topic:** 153<sup>rd</sup> Street (North of Pinehurst Drive) Right of Way Vacation located within the Briarwood Estates West Subdivision.

**Action Requested:** Approve Ordinance 648, vacating 153<sup>rd</sup> Street right of way.

**Narrative:**

From 1989 to 1995, 153<sup>rd</sup> Street was the access point to US-24/40 for the Briarwood Estates West Subdivision. In 1995, Kansas Department of Transportation improved US-24/40. Part of the project, access from 153<sup>rd</sup> Street to US-24/40 was removed and Briar Road was constructed to 155<sup>th</sup> Street providing access to US-24/40. In 2013, the City of Basehor annexed (Ordinance 622) Lots 1, 2, 54 and 55 of Briarwood Estates West Subdivision, which included 153<sup>rd</sup> Street right of way north of Briar Road.

Since the US-24/40 improvements, the right-of-way north of 153<sup>rd</sup> Street has not been utilized for the roadway purposes. Utilities do existing in the subject property.

Ordinance 648 vacates the City's rights for the described property and preserves the rights for existing utilities.

**Presented by:** Mitch Pleak, City Engineer, Gene Myracle, City Superintendent

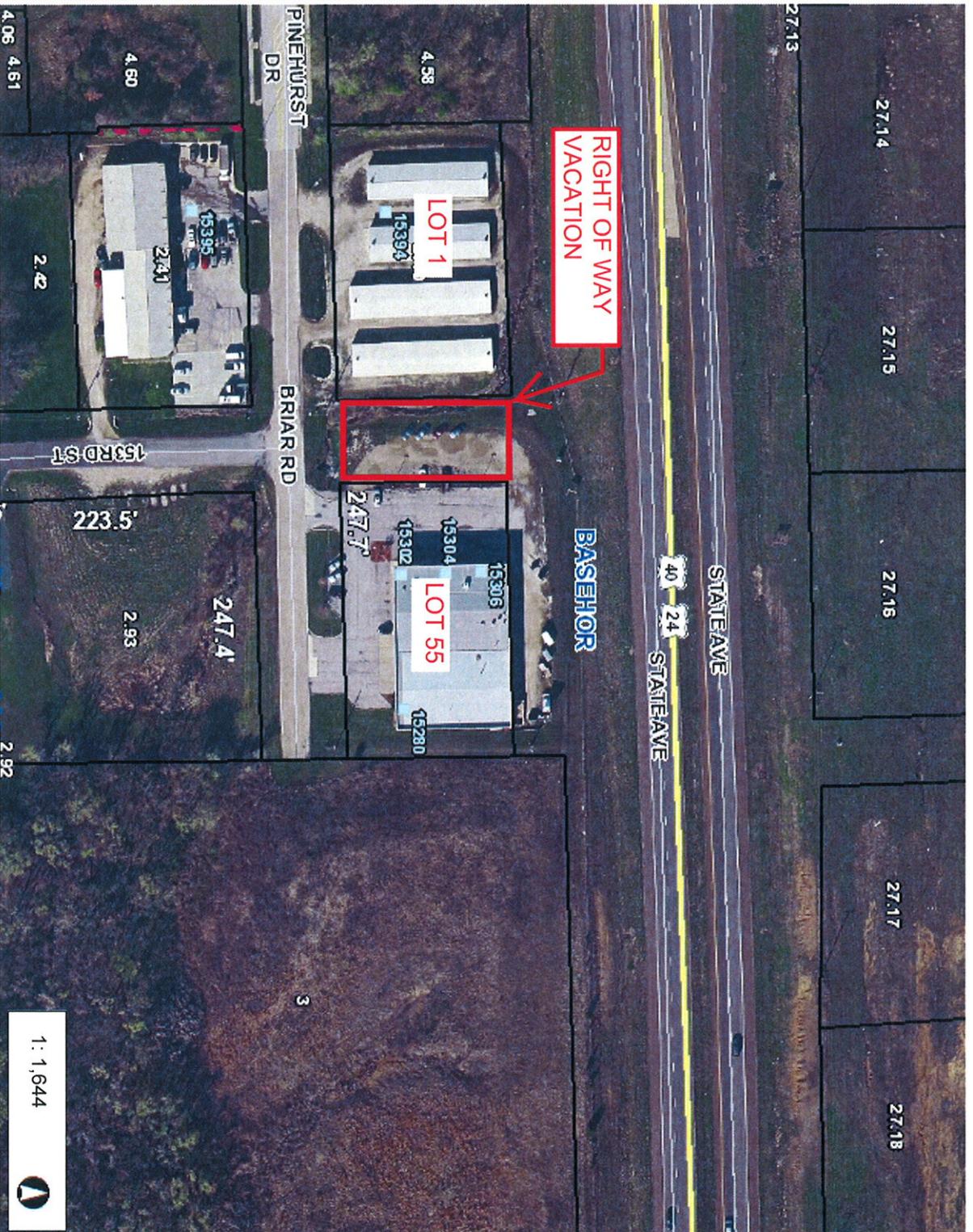
**Administration Recommendation:** Approve Ordinance 648

**Committee Recommendation:**

**Attachments:** Aerial Map (1 page)  
Ordinance 648 (2 pages)

**Projector needed for this item?** No

# Leavenworth County, KS



This map is a user-generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 : 1,644



- Legend**
- Address Point
  - Address Points Leavenworth
  - Parcel
  - Parcel Number
  - Subdivisions
  - Lot Line
  - City Limit Line
  - Major Road
  - <all other values>
  - 70
  - Road
  - + Railroad
  - Section
  - County Boundary

Notes

**ORDINANCE NO. 648**

**AN ORDINANCE VACATING CERTAIN RIGHT OF WAY IN THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS**

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

**Section 1:** That pursuant to the provisions of K.S.A. 1-443 and K.S.A. 12-512a, the Governing Body of Basehor, Kansas, for good cause and on its own application does hereby vacate the following right of way to-wit:

Legal Description:

All that part of 153rd Street dedicated for public use, of BRIARWOOD ESTATES WEST SUBDIVISION, a recorded subdivision of land in the Northeast Quarter of Section 11, Township 11 South, Range 22 East, in the City of Basehor, Leavenworth County, Kansas, described as follows:

Beginning at the Northwest corner of Lot 55 of said BRIARWOOD ESTATES WEST SUBDIVISION; thence South 00°12'13" West, along the West line of said Lot 55, a distance of 240.11 feet to the Northwest corner of a permanent easement for highway right-of-way described within tract 8(d) of a Quitclaim Deed recorded April 23, 2004, in Book 914 at Page 1195, at the Leavenworth County Register of Deeds Office; thence North 89°26'52" West, departing the West line of said Lot 55, a distance of 80.00 feet to a point on the East line of Lot 1 of said BRIARWOOD ESTATES WEST SUBDIVISION, said point being the Northeast corner of a permanent easement for highway right-of-way described within tract 8(e) of said Quitclaim Deed recorded April 23, 2004; thence North 00°12'13" East, along the East line of said Lot 1, a distance of 240.08 feet to the Northeast corner of said Lot 1; thence South 89°28'00" East, along the North line of said BRIARWOOD ESTATES WEST SUBDIVISION, a distance of 80.00 feet to the Point of Beginning. Containing 19,208 square feet or 0.44 acres, more or less.

The bearings used in this description are based on the recorded plat of BRIARWOOD ESTATES WEST SUBDIVISION.

**Section 2.** That this ordinance provides for the reservation to the City of Basehor, Kansas, and the owners of any lesser property rights for public utilities, rights of ways and easements for public service facilities which were originally held in the right of way described about and now in existence and use.

**Section 3.** That the City Clerk shall cause this ordinance to be duly published and file a certified true and correct copy in the office of the Leavenworth County Clerk to enter the

same in the transfer records and directing the Register of Deeds to record the same in the deed records of Leavenworth County, Kansas.

**Section 4.** That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

**ADOPTED** by the City Council this \_\_\_\_\_ day of November, 2014.

**APPROVED** by the Mayor this \_\_\_\_\_ day of November, 2014.

**SEAL**

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marciano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 4

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**Topic:** American Municipal Services Collection Agreement

**Action Requested:** Approve Resolution 2014-18

**Narrative:** The City and Municipal Court are currently using the Collection Bureau of Kansas (CBK) to help collect outstanding fines and past due bills. However, CBK will only attempt to collect bills/fines that are no older than two years. American Municipal Services (AMS) will attempt to collect on all unpaid fines regardless of how old they are. Currently we have approximately \$109,000 dollars due in unpaid court fines. Many of the fines are older than two years which CBK will not attempt to collect on. Staff would like to enter into an agreement with AMS to help with trying to collect some of these outstanding fines.

**Presented by:** Lloyd Martley, Chief of Police/City Administrator

**Administration Recommendation:** Approve Resolution 2014-18

**Committee Recommendation:** N/A

**Attachments:** AMS Collection Service Agreement  
Resolution 2014-18

**Projector needed for this item?**

No



# The City of Basehor

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Date: November 3, 2014

To: Mayor and Governing Body

From: Lloyd Martley, Chief of Police/City Administrator

Ref: Collection Services

The Basehor Municipal Court is attempting to collect approximately \$109,000 dollars in unpaid fines through the use of a collection agency. We are currently using the Collection Bureau of Kansas (CBK) to assist with the collection of these outstanding fines. However, CBK has informed us that they will only go back two years for collection purposes, which has limited the amount of attempted collections on our outstanding fines.

American Municipal Services (AMS) is a collection agency that specializes in municipal collection services. AMS will attempt to collect from all past due fines regardless of how old they are once we submit them for collection.

All expenses in the collection process including labor, postage, telephone, skip tracing, etc. will be paid for by AMS. AMS is an independent contractor and is not considered an employee, agent, or representative of the municipality. All contacts made by AMS are done in a polite, courteous, and helpful manner.

Pursuant to Kansas Statute Chapter 12 Article 41 Section 19, Thirty-Three Percent (33%) will be added to the amount owed to cover the collection fees. There is no direct cost to the City. Staff would like to enter into a three year (3) agreement with the option to extend the agreement an additional three years (3) with AMS for municipal court collection services.

Lloyd Martley,  
Chief of Police/City Administrator

**RESOLUTION NO. 2014-17**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE COLLECTION SERVICES AGREEMENT WITH AMERICAN MUNICIPAL SERVICES.**

**WHEREAS**, American Municipal Services ("AMS") performs debt collection services for municipalities; and

**WHEREAS**, the City of Basehor wishes to use AMS to collect certain debt on its behalf; and

**WHEREAS**, AMS and the City of Basehor wish to enter into an agreement for the collection of debt on the City of Basehor's behalf.

**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 City Administrator to execute that certain Collection Services Agreement with AMS, attached as Exhibit A.

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

**ADOPTED** by the Governing Body this \_\_\_\_\_ day of November, 2014.

**SIGNED** by the Mayor this \_\_\_\_\_ day of November, 2014.

**SEAL**

\_\_\_\_\_  
David K. Breuer, Mayor

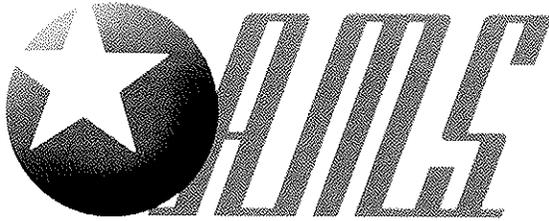
ATTEST:

\_\_\_\_\_  
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

**EXHIBIT A**  
Collection Services Agreement



American Municipal Services  
Corporate Office  
3724 Old Denton Road  
Carrollton, TX 75007  
Phone: 888-290-5660  
Fax: 469-568-1119  
Web: [www.amsltd.us](http://www.amsltd.us)

## **Collection Services Agreement**

The City of Basehor, Kansas hereinafter referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection services for the Municipality, and American Municipal Services desires to undertake such collection services. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement. This agreement is for a three year term from the date executed, and is eligible for a three year renewal with an affirmative vote by the city council.

The Municipality agrees to periodically refer to AMS citations, fees, fines and/or warrants for collection. No specific number or dollar amount of citations that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those citations sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and court costs due to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 7:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location.

AMS will arrange for all defendants to send their payments directly to AMS. AMS will process and deposit all payments and will, within 15 days from final Municipality confirmation of payments for the previous month's collections, forward to the Municipality a check in the amount equal to all payments received for the previous month minus the AMS collection fee. AMS may accept payment by credit card and charge the defendant the standard AMS fee for that service. AMS will provide the Municipality with reports on payments received, as payments are received on a daily basis and provide a monthly payment report showing all payments for the previous month. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMS is in the process of collecting, the Municipality will notify AMS of such payment and the collection fee is due from said payment.

AMS is authorized to arrange payment schedules with defendants and to authorize partial payments provided the entire amount to be paid by the defendant equals the total of the fine and costs established by the Municipality. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to AMS. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

All expenses in the collection process including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and is not in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor its employees to insure all contacts with defendants are done in a polite, courteous, and helpful manner.

Pursuant to Kansas Statute Chapter 12 Article 41 Section 19, the Municipality will add Thirty-Three Percent (33%) to the debts owed to the Municipal Court by a defendant as a collection fee. American Municipal Services, for its collection services, is to be paid the Thirty-Three Percent (33%) added to each case. AMS agrees to invoice within 15 days from final Municipality confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days. AMS will not be paid on an account if the case is dismissed by the court for whatever reason, or the defendant is arrested.

The Municipality may withdraw any citation at any time from AMS, and either party to this Collection Agreement may terminate this Collection Agreement upon thirty (30) days written notice.

American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all losses, claims, demands, damages, suits or actions resulting from any activity of American Municipal Services, its agents, officers, staff, servants or employees in the handling and/or collecting of the below named Municipality's Warrants, Citations or monies.

**Municipality:** Basehor, KS

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Contact person:** \_\_\_\_\_

**City of Basehor, Kansas**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**American Municipal Services:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Gregory L. Pitchford, Chief Financial Officer**