



AGENDA
BASEHOR CITY COUNCIL
Regular Meeting
November 17, 2014 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. City Council Minutes
 - b. Treasurer's Report
 - c. FY 2014 Audit Agreement – Resolution 2014-17
 - d. 153rd Street Vacated Right of Way – Ordinance No. 648
 - e. AMS Collections Service Agreement – Resolution 2014-18

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)

New Business -

5. **BS&A Software Agreement – Resolution 2014-15**
6. **Field of Dreams Agreement – Resolution 2014-16**
7. **City Administrator's Report**
8. **Council Members Report**
9. **Mayor's Report**
10. **Executive Session** (if needed)
11. **Adjournment**



Minutes

Basehor City Council Meeting

Basehor City Hall, October 20, 2014

1. Roll Call by Mayor, David K. Breuer and Pledge of Allegiance

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: David K. Breuer, Travis Miles, Brian Healy, Ty Garver and Vernon Fields. Absent: Dick Drennon

Staff Present: Chief of Police/City Administrator, Lloyd Martley, City Superintendent, Gene Myracle, City Engineer, Mitch Pleak, City Clerk, Katherine M. Renn, and City Attorney, Shannon Marcano.

2. Consent Agenda *(Items to be approved by Council in one motion, unless objections raised)*

- a. City Council Minutes
- b. Treasurer's Report
- c. Resolution 2014-12 Christmas Eve Holiday
- d. Resolution 2014-13 Fee & Permit Schedule

Councilman Miles moved to approve the consent agenda and Councilman Healy seconded. The motion passed unanimously, 4-0.

3. Call to Public – *(None at this time)*

4. Unfinished Business - *(None at this time)*

New Business

5. BS&A Finance System Software Acquisition

Councilman Healy moved to proceed with BS&A Finance Software Acquisition after City attorney, Mrs. Marcano reviewed agreement and executed a resolution to go along with agreement to officially approve at next council meeting. Councilman Garver seconded. The motion passed unanimously, 4-0.

6. One Cent Countywide Retailers' Sales Tax Initiative – Resolution 2014-14

Councilman Miles moved to approve the Resolution 2014-14 supporting the extension of the countywide retailers' sales tax one percent for the period of twenty years. Councilman Healy seconded. The motion passed unanimously, 4-0.

7. City Administrator's Report –

- Mr. Martley informed City Council that the City of Basehor currently has 92 building permits and looks very promising to finish 2014 with one hundred permits.
- The lawsuit with Silver Lake Bank has been dropped.
- The City will be hosting a Flu Shot clinic on Wednesday, October 22, 2014.
- The Basehor Chamber of Commerce will be hosting its annual Community Christmas and their 30th Anniversary celebration on Thursday, December 4, 2014.
- City Clerk, Katherine Renn has been attending the International Institute Municipal Clerk (IIMC) training since 2011, and this year will be graduating the program to earn her certification. Myself and staff along with the governing body would like to congratulate her on receiving her Certified Municipal Clerk (CMC) and encourage her to continue her education to receive her master certification (MMC).

8. Council Members Report

Councilman Fields- With Halloween approaching to be safe and look out for the children
Councilman Garver – Go Royals

9. Mayor's Report

Mayor Breuer stated that the County Commission meeting today went very well and looked good for Leavenworth County for the countywide retailers' sales tax initiative.

10. Executive Session

Councilman Healy moved to go into executive session for fifteen minutes at 7:17 p.m. and to resume at 7:32 p.m. for attorney client privilege. Councilman Garver seconded. Motion passed unanimously, 4-0. City Council resumed at 7:32 p.m. with no action taken.

11. Adjournment

Councilman Healy moved to adjourn regular meeting at 7:33 p.m. and Councilman Garver seconded. Motion passed unanimously, 4-0.

David K. Breuer, Mayor

Attest:

Katherine M. Renn, City Clerk

CITY OF BASEHOR

OCTOBER 2014 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$2,652,335	\$1,921,992	\$1,474,695	56%
Special Park	\$73,000	\$24,435	\$900	1%
Sewer	\$1,445,259	\$1,366,645	\$1,292,153	89%
Cedar Lake Maintenance	\$40,000	\$40,010	\$34,725	87%
Bond & Interest	\$1,479,180	\$632,219	\$786,280	53%
Solid Waste	\$305,778	\$248,802	\$210,123	69%
Special Highway	\$910,000	\$606,934	\$395,169	43%
Municipal Equipment Reserve	\$161,700	\$363	\$145,250	90%
Capital Improvement	\$20,000	\$82,121	\$336,741	1684%
Employee Benefit	\$613,119	\$414,874	\$473,040	77%
LCSD#3	\$33,000	\$33,030	\$23,243	70%

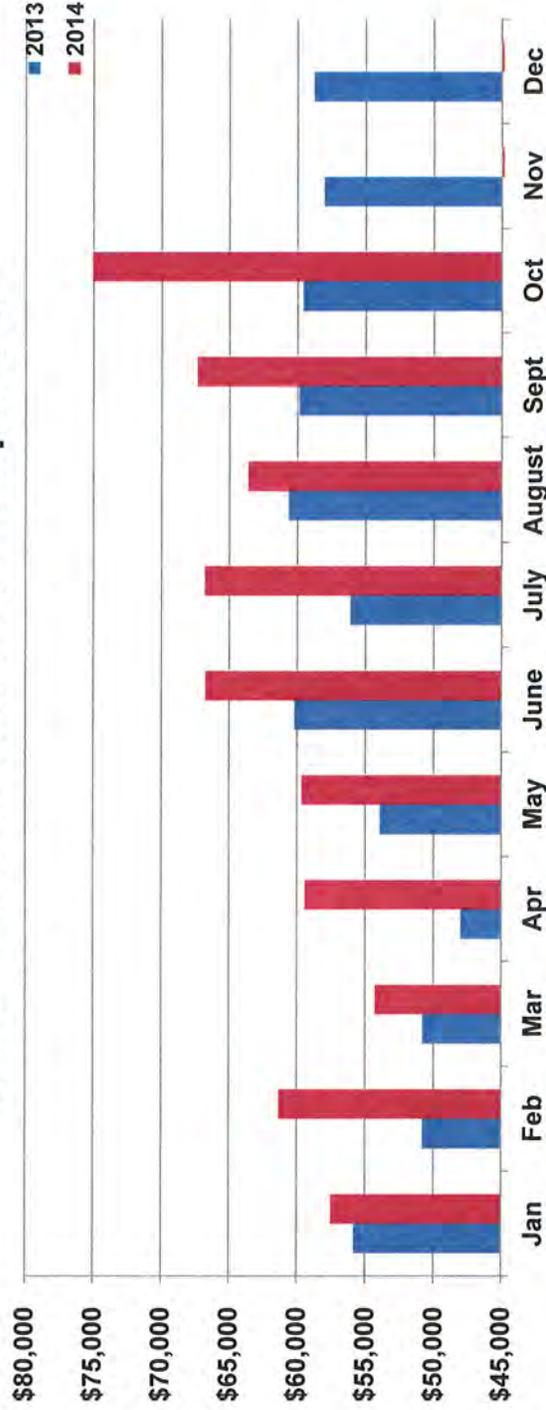
Department

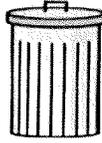
Department	Budget	Expenditures	Remaining Balance	% Utilized
General				
Clerk	\$341,976	\$232,495	\$109,481	68%
Street	\$219,830	\$149,682	\$70,148	68%
Governing Body	\$578,464	\$62,486	\$515,978	11%
Police	\$855,758	\$662,611	\$193,147	77%
Facilities	\$122,886	\$95,738	\$27,148	78%
Administrator	\$165,821	\$53,825	\$111,996	32%
Park & Recreation	\$61,400	\$47,189	\$14,211	77%
Miscellaneous	\$112,677	\$28,067	\$84,610	25%
HR	\$23,600	\$18,343	\$5,257	78%
Planning	\$169,923	\$124,260	\$45,663	73%

MONTHLY SALES TAX COLLECTIONS 2010-2014

	2010	2011	2012	2013	2014	Monthly Diff. '13 - '14	% Difference	2013 YTD	2014 YTD	Diff. '13 - '14	% Difference
Jan	44,933.16	43,677.78	57,962.61	55,854.63	57,521.05	1,666.42	2.9%	55,854.63	57,521.05	1,666.42	2.9%
Feb	59,338.25	48,453.55	48,668.43	50,846.50	61,331.66	10,485.16	17.1%	106,701.13	118,852.71	12,151.58	10.2%
Mar	44,064.14	48,692.52	51,596.39	50,846.50	54,298.46	3,451.96	6.4%	157,547.63	173,151.17	15,603.54	9.0%
Apr	46,686.51	42,633.11	42,372.82	48,009.19	59,434.83	11,425.64	19.2%	205,556.82	232,586.00	27,029.18	11.6%
May	47,865.00	48,186.99	50,639.59	53,986.75	59,679.42	5,692.67	9.5%	259,543.57	292,265.42	32,721.85	11.2%
June	48,059.05	47,682.94	55,921.34	60,215.87	66,757.64	6,541.77	9.8%	319,759.44	359,023.06	39,263.62	10.9%
July	43,151.43	44,834.43	49,304.00	56,140.33	66,800.72	10,660.39	16.0%	375,899.77	425,823.78	49,924.01	11.7%
Aug	52,935.19	49,903.11	55,484.63	60,644.35	63,635.42	2,991.07	4.7%	436,544.12	489,459.20	52,915.08	10.8%
Sept	52,062.71	49,250.84	62,953.65	59,886.19	67,381.62	7,495.43	11.1%	496,430.31	556,840.82	60,410.51	10.8%
Oct	47,483.47	51,883.08	57,986.12	59,634.13	75,075.03	15,440.90	20.6%	556,064.44	631,915.85	75,851.41	12.0%
Nov	44,789.92	49,270.35	59,821.88	58,067.36	0.00			614,131.80			
Dec	46,693.70	51,874.96	49,586.00	58,821.13	0.00			672,952.93			
2014 TDD	578,062.53	576,343.66	642,297.46	672,952.93	631,915.85						
2013 TDD	\$21,357.36										
2013 TDD	\$21,045.37										

2013-14 Month to Month Comparison





SOLID WASTE FUND HIGHLIGHTS

For the Month of October 2014

MONTH	2013	2014	% DIFFERENCE
	SOLID WASTE COUNT	SOLID WASTE COUNT	
January	1,702	1,760	3.30%
February	1,703	1,761	3.29%
March	1,700	1,778	4.39%
April	1,706	1,790	4.69%
May	1,727	1,808	4.48%
June	1,732	1,817	4.68%
July	1,750	1,822	3.95%
August	1,753	1,828	4.10%
September	1,750	1,833	4.53%
October	1,759	1,847	4.76%
November	1758		
December	1767		
AVERAGE	1,734	1,804	4.22%

MONTH	2013	2014	% DIFFERENCE
	SOLID WASTE BILLED	SOLID WASTE BILLED	
January	\$23,938.92	\$24,818.78	3.55%
February	\$23,990.00	\$24,974.62	3.94%
March	\$23,957.46	\$24,989.37	4.13%
April	\$24,029.09	\$25,167.00	4.52%
May	\$24,307.75	\$25,329.61	4.03%
June	\$24,383.90	\$25,479.72	4.30%
July	\$24,471.61	\$25,574.59	4.31%
August	\$24,615.50	\$25,735.24	4.35%
September	\$24,608.99	\$25,758.93	4.46%
October	\$24,725.03	\$25,969.22	4.79%
November	\$24,775.41		
December	\$24,875.80		
TOTAL	\$292,679.46	\$253,797.08	

MONTH	2013	2014	% DIFFERENCE
	AVERAGE BILL	AVERAGE BILL	
January	\$14.07	\$14.10	0.21%
February	\$14.09	\$14.18	0.63%
March	\$14.09	\$14.05	-0.28%
April	\$14.09	\$14.06	-0.21%
May	\$14.08	\$14.01	-0.50%
June	\$14.08	\$14.02	-0.43%
July	\$13.98	\$14.04	0.43%
August	\$14.04	\$14.08	0.28%
September	\$14.06	\$14.05	-0.07%
October	\$14.06	\$14.06	0.00%
November	\$14.09		
December	\$14.08		
AVERAGE	\$14.07	\$14.07	-0.02%



SEWER FUND HIGHLIGHTS

For the Month of October 2014

	2013	2014	
	SWR	SWR	%
MONTH	COUNT	COUNT	DIFFERENCE
January	1812	1863	2.74%
February	1807	1876	3.68%
March	1805	1891	4.55%
April	1809	1906	5.09%
May	1829	1920	4.74%
June	1832	1928	4.98%
July	1850	1933	4.29%
August	1848	1934	4.45%
September	1848	1940	4.74%
October	1853	1948	4.88%
November	1853		
December	1860		
AVERAGE	1834	1914	4.18%

	2013	2014	
	SWR	SWR	%
MONTH	BILLED	BILLED	DIFFERENCE
January	\$92,268.23	\$91,681.27	-0.64%
February	\$92,212.85	\$92,496.06	0.31%
March	\$91,555.12	\$91,753.37	0.22%
April	\$92,074.43	\$94,279.20	2.39%
May	\$92,301.51	\$98,923.62	7.17%
June	\$91,539.56	\$97,113.31	6.09%
July	\$92,674.56	\$97,177.47	4.86%
August	\$91,649.64	\$100,096.98	9.22%
September	\$93,264.40	\$99,208.77	6.37%
October	\$92,105.07	\$98,594.66	7.05%
November	\$92,080.33		
December	\$91,630.01		
TOTAL	\$1,105,355.71	\$961,324.71	

	2013	2014	
	AVERAGE	AVERAGE	%
MONTH	SWR BILL	SWR BILL	DIFFERENCE
January	\$50.92	\$49.21	-3.36%
February	\$51.03	\$49.30	-3.39%
March	\$50.72	\$48.52	-4.34%
April	\$50.90	\$49.46	-2.83%
May	\$50.47	\$51.52	2.08%
June	\$49.97	\$50.37	0.80%
July	\$50.09	\$50.27	0.36%
August	\$49.59	\$51.76	4.38%
September	\$50.47	\$51.14	1.33%
October	\$49.71	\$50.61	1.81%
November	\$49.69		
December	\$49.26		
AVERAGE	\$50.24	\$50.22	-0.04%

Check Register Report

Date: 10/17/2014

Time: 1:32 PM

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City Of Basehor

BANK: FIRST STATE BANK

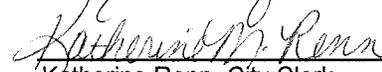
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FIRST STATE BANK Checks							
22032	10/13/2014	Printed		MCBRATNEY	KIANN MCBRATNEY	CITY PROSECUTOR SERVICES	400.00
22033	10/13/2014	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	450.00
22034	10/13/2014	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY	400.00
22035	10/17/2014	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHARGES	31,625.98
22036	10/17/2014	Printed		DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	ADDT'L CHGS NOT BILLED	21,503.20
22037	10/17/2014	Printed		HALING	ERIN & WAYLON HALING	YOUTH SPORTS REBATE	25.00
22038	10/17/2014	Printed		IIMC	INTL INST OF MUN CLERKS	CMC DESIGNATION APP	140.00
22039	10/17/2014	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	383.08
22040	10/17/2014	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	6,536.52
22041	10/17/2014	Printed		LVN PROBAT	LEAVENWORTH CITY & COUNTY	COURT SERVICES/JUL-SEPT 2014	2,482.44
22042	10/17/2014	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES	157.50
22043	10/17/2014	Printed		LENNARD	TRENTON & TAMARA LENNARD	YOUTH SPORTS REBATE	22.50
22044	10/17/2014	Printed		BROWN	LORI MALETA-BROWN	YOUTH SPORTS REBATE	72.50
22045	10/17/2014	Printed		MARTLEY L	LLOYD L MARTLEY	REIMB/MIRROR ADHESIVE	8.58
22046	10/17/2014	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIREMENT CONTRIB	3,127.92
22047	10/17/2014	Printed		MCGOWAN	SHARA MCGOWAN	YOUTH SPORTS REBATE X 2	117.50
22048	10/17/2014	Printed		SHARP/RO	ROBIN SHARP	YOUTH SPORTS REBATE X 2	117.50

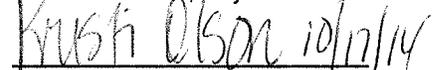
Total Checks: 17

Checks Total (excluding void checks):

67,570.22


 Lloyd Martley, City Administrator


 Katherine Renn, City Clerk


 Kristi Olson, Treasurer

Check Register Report

Date: 11/07/2014
 Time: 4:22 PM
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City Of Basehor

BANK: FIRST STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST STATE BANK Checks							
22089	11/04/2014	Void	11/04/2014	LEAV TREAS	LEAVENWORTH CO TREASURER	PROP TAX/INTEREST/2012	0.00
22090	11/04/2014	Printed		LEAV TREAS	LEAVENWORTH CO TREASURER	PROP TAX WITH INT/2011,2012	877.89
22091	11/07/2014	Printed		ALLEN GIBB	ALLEN, GIBBS & HOULIK, LC	CONTRACTUAL SVCS/SEPTEMBER	1,537.11
22092	11/07/2014	Printed		BUDY	EDWARD BUDY	REIMB OVERPAYMENT	20.00
22093	11/07/2014	Printed		ERIN JAMES	JAMES ERIN	YOUTH SPORTS REBATE	25.00
22094	11/07/2014	Printed		FRANK/HEAT	HEATHER FRANK	YOUTH SPORTS REBATE X 3	142.50
22095	11/07/2014	Printed		HANNAH	BRIAN HANNAH	YOUTH SPORTS REBATE X 2	50.00
22096	11/07/2014	Printed		HUMAN CAP	HUMAN CAPITAL CONSULTING	MONTHLY HR SUPPORT/NOV	500.00
22097	11/07/2014	Printed		KS TREASUR	KANSAS STATE TREASURER	STATE MANDATED COURT FINES	1,109.00
22098	11/07/2014	Printed		KIERNAN	CHERIE KIERNAN	YOUTH SPORTS REBATE	45.00
22099	11/07/2014	Printed		LAWN TAMER	LAWN TAMERS	CONTRACT MOW/154324 PARALLEL	325.00
22100	11/07/2014	Printed		LEAV TREAS	LEAVENWORTH CO TREASURER	SPECIAL ASSESS/BASEHOR BLVD,155TH	3,862.01
22101	11/07/2014	Printed		LOUGH	JONAS & ALEXANDRA LOUGH	YOUTH SPORTS REBATE X 2	117.50
22102	11/07/2014	Printed		TAYLOR	DENNIS TAYLOR	REIMB CREDIT BALANCE	378.00
22103	11/07/2014	Printed		US POSTAL	UNITED STATES POSTAL SERVICE	REPLENISH UB BILL POSTAGE	2,000.00
22104	11/07/2014	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	3,982.12
22105	11/07/2014	Printed		WHITE GOSS	WHITE GOSS	CONTRACT LEGAL 9/16-10/15 & 10/16-10/30	6,517.50
Total Checks: 17						Checks Total (excluding void checks):	21,488.63

Lloyd Martley 11/10/14
 Lloyd Martley, City Administrator

Katherine M. Renn 11-12-14
 Katherine Renn, City Clerk

Kristi Olson 11/7/14
 Kristi Olson, Treasurer

City of Basehor
Agenda Item Cover Sheet

Consent Agenda Item C

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

MEMO

Date: November 17, 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 \$18,795.00. This represents a 1.98% increase from the prior year.

Lloyd Martley
Chief of Police/City Administrator



MITZE & HOUSER
COMPANY, P.A.

October 15, 2014

Mayor and City Council
City of Basehor
2650 N. 155th 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.

www.mizehouser.com ■ mhco@mizehouser.com

534 S Kansas Ave, Suite 700 ■ Topeka, KS 66603-3465 ■ 785.233.0536 p ■ 785.233.1078 f

534 S Kansas Ave, Suite 400 ■ Topeka, KS 66603-3454 ■ 785.234.5573 p ■ 785.234.1037 f

7101 College Blvd, Suite 900 ■ Overland Park, KS 66210-1984 ■ 913.451.1882 p ■ 913.451.2211 f

211 E Eighth Suite A ■ Lawrence, KS 66044-2771 ■ 785.842.8844 p ■ 785.842.9049 f

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 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 \$18,795, 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: _____

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

City of Basehor
Agenda Item Cover Sheet

Consent Agenda Item D

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

Action Requested: Approve Ordinance 648, vacating 153rd Street right of way.

Narrative:

From 1989 to 1995, 153rd 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 153rd Street to US-24/40 was removed and Briar Road was constructed to 155th 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 153rd Street right of way north of Briar Road.

Since the US-24/40 improvements, the right-of-way north of 153rd 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

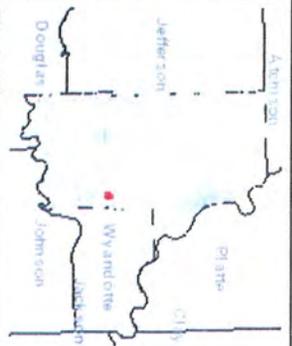
Leavenworth County, KS



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(c) 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. Marcano, City Attorney

City of Basehor
Agenda Item Cover Sheet

Consent Agenda Item E

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

Date: November 17, 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. 2014-18

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

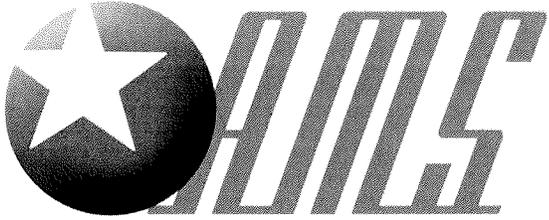
ATTEST:

Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

Shannon M. Marciano, 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

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 or 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

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 5

Topic: BS&A Finance System Software Acquisition

Action Requested: Approve resolution 2014-15 to purchase BS&A Financial Software

Narrative: The City is currently using Fund Balance through Tyler Technology. BS&A will allow us to automate many processes that are currently being performed manually along with many other improvements.

Presented by: Katherine Renn, City Clerk
Kristi Olson, City Treasurer
Mark Lee, Building Inspector
Ben Hart, AGH
Lloyd Martley, Chief of Police/City Admin.

Administration Recommendation: During our evaluation process for upgrading the software system we looked at Tyler Technology, Springbrook and BS&A. It is our recommendation to approve the purchase of software from BS&A.

Committee Recommendation: N/A

Attachments: BS&A Financial System Software agreement
Resolution 2014-15

Projector needed for this item?

No

MEMO

Date: November 17, 2014

To: Governing Body

From: Lloyd Martley, Chief of Police/City Admin.

Ref: BS&A Finance System Software

BS&A was founded in 1987, BS&A Software has over 2000 municipal customers with over 7500 installations of their various software applications. They focus on four key areas of local government software:

Financial Management & Utility Billing
Property Based (Assessment and Tax Administration)
Internet Services
Community Development

BS&A's goal is to bring meaningful and sustainable value to their customers. With over twenty years of experience in the software industry, they have learned there are three key factors in delivering value:

People
Technology
Integration

Their company is driven by people: Their software developers, support technicians, and customers. Their developers continually innovate to provide customers with the solutions they need. Their support technicians strive to do more than just help users; they create lasting relationships through unmatched person service.

Technology allows them to regularly offer updated features that drive efficiency, while remaining current with the industry's latest advancements.

Integration needs to go deeper than the software. They believe true value is achieved by integrating people and technology. By considering these as essential, they are able to provide industry-leading technology, unparalleled customer service, and software integration which is a combination that delivers outstanding value for their customers.

RESOLUTION NO. 2014-15

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE FINANCIAL ACCOUNTING SOFTWARE SYSTEM AGREEMENT BETWEEN BELLEFEUIL, SZUR & ASSOCIATES, INC., AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the City desires to enter into the Financial Accounting Software System Agreement with Bellefeuil, Szur & Associates, Inc. for access to and use of certain software on an application service provider basis, attached 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 Financial Accounting Software System 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

Financial Accounting Software System Agreement

FINANCIAL ACCOUNTING SOFTWARE SYSTEM AGREEMENT

This Financial Accounting Software System Agreement ("Agreement") is made between Bellefeuil, Szur & Associates, Inc., a Michigan corporation ("Corporation") and the City of Basehor, Kansas ("City"), this ____ day of _____, 2014.

Agreement

A. This Agreement includes and incorporates by reference the following documents, which shall constitute terms of the Agreement:

1. Exhibit A- Software License
2. Exhibit B- Software Service
3. Exhibit C- Technical Support
4. Exhibit D- Statement of Work

B. The City desires to engage Corporation to provide it with access to and use of certain Corporation-provided software (as defined in Exhibit A and known as the "Program") on an application service provider basis.

C. The term of this Agreement shall be three years, from _____ to _____. It shall be the City's option to renew this Agreement to continue the use of the Program for additional terms subject to an increase in the fees listed in Exhibit C, less than or equal to the cumulative yearly consumer price index (CPI). This Agreement will automatically terminate unless the City exercises its option to renew, or as specified in Section D, below.

D. This Agreement may be terminated prior to the Agreement's expiration under the following circumstances:

1. For cause. If either party breaches a material provision of this Agreement, the other party has the right to terminate this Agreement at any time while an event or condition giving rise to the termination exists. To terminate this Agreement, for cause, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period.

However, notice to Corporation of a suspected Documented Defect, as described in Section M (3), will not constitute a notice of termination of this Agreement.

2. For insolvency. If either party ceases doing business, or becomes insolvent or subject to any proceedings under the United States bankruptcy or similar laws for the protection of creditors, the other party has the right to terminate this Agreement if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted.

E. Duties as to the parties use of Software, Information and data under C or D above:

1. Confidential information. Each party shall return to the other party any and all confidential information of the other party. Such confidential information belonging to the City includes without limitation personnel records, financial data, customer records, and the City's proprietary trade secrets as incorporated into its business methods and information technology.

2. Indemnity. Corporation will defend, indemnify and hold City harmless from and against any loss, cost and expense that City incurs because of a claim that use of a portion of the Program infringes any United States copyright of others. Corporation's obligations under this indemnification are expressly conditioned on the following: (i) City must promptly notify Corporation of any such claim; (ii) Customer must in writing grant Corporation sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if City chooses to represent its own interests in any such action, City may do so at its own expense, but such representation must not prejudice Corporation's right to control the defense of the claim and negotiate its settlement or compromise; (iii) City must cooperate with Corporation to facilitate the settlement or defense of the claim. If any portion of the Program is or in Corporations opinion is likely to become, the subject of a United States copyright infringement claim, then Corporation at its sole option and expense will either: (A) obtain for City the right to continue using the Program under the terms of this Agreement; (B) replace the Program with products that are substantially equivalent in function; or (C) to the extent City is not provided with substantially equivalent services, Corporation shall refund to City the fees payable by City in the year that such claim or threatened claim arises. The foregoing is Corporation's exclusive obligation with respect to infringement of intellectual property rights.

3. Effect of Expiration of the Technical Support Term or Termination of the Agreement. Upon the expiration of the technical support term, or upon any termination of the Agreement by any party, the City's right to receive technical support and to use the Program as otherwise provided in this Agreement terminates. Any use of the Program after the technical support term is a violation of this Agreement, and further, may subject the user to additional claims under applicable law, including without limitation claims for violation of Corporation's copyright interest in and to the Program.

4. Deconversion Assistance. If after the expiration of this Agreement the City converts to a different vendor's applications, Corporation will provide, upon payment of Corporation's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist the City in removing its information and placing said information in Corporation's standard format for input into other vendor's applications. IN the event the City requests a non-standard deconversion, Corporation shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by Corporation for such services.

5. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive the termination of this Agreement.

6. No Termination. If there has been no termination by either party, Corporation shall at all times cooperate with the City, ensuring the City has access to its data and information.

F. Corporation shall commence services and access to the applications as set forth in Exhibit D, attached hereto. Both parties recognize that time is of the essence in completing the access to the applications, conversions, and upgrades reflected in Exhibit D, attached hereto.

G. Corporation promises that the Program, once implemented, shall work as specified and as otherwise set forth in this Agreement. Corporation further represents that the Program shall be capable of conforming with generally accepted accounting principles within the United States, and with applicable federal, state and local law.

H. In the event of a breach of the Agreement, a party may seek all legal and equitable remedies to which it is entitled, subject to the provisions of this Agreement. Notwithstanding the foregoing, the City and Corporation shall, in the event of a Documented Defect, as described in Section M (3), seek to resolve software application and service issues. In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, the parties shall follow the following procedure: At the first level, the parties' respective project managers meet in an effort to resolve the dispute. Failing resolution at that level within a specified timeframe, the project managers create a written description of the dispute, and that description is submitted to designated more senior personnel in each organization. Those two individuals then meet in person in an effort to resolve the dispute. Failing their ability to resolve the dispute in a specified timeframe, the individuals submit written descriptions of the dispute to senior management personnel from each organization. The senior management personnel from each organization then meet in an effort to resolve the matter within a specified timeframe. Failing that effort, each party can then pursue its respective rights and remedies at law, subject to the provisions of this Agreement.

I. Notices under this Agreement will be deemed to have been given a) on the date of delivery, if personally delivered; b) the third day after the date of the notice if sent by US Mail; c) the date of receipt if sent by federal or other express service; d) by facsimile on the date sent. Electronic mail delivery must be separately consented to by the parties. Notice should be given to the other party at the following:

City:
City Administrator
P.O. Box 406
Basehor, KS 66007

Corporation:
Steve Rennell
Account Executive
14965 Abbey Lane
Bath, MI 48808

J. This Agreement shall be governed by the laws of the State of Kansas. In the event of any litigation arising out of this Agreement, venue shall lie only in Leavenworth County, Kansas. The parties agree in advance of any litigation to try in good faith to resolve any dispute whether before or after any notice of termination is given, consistent with, although not limited to, the provisions in H.

K. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

L. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Program for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of City, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Corporation's assignment of this Agreement or of any Corporation rights under this Agreement to Corporation's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Corporation's assignment of this Agreement to any person or entity to which Corporation transfers any of its rights in the Program.

M. Warranties.

1. Corporation represents and warrants that it is the owner of the Program used in the performance of services under the Agreement, or that it is an authorized licensee with the right to engage in the delivery of such services, and such Program or licenses thereto have been lawfully acquired by Corporation.
2. Corporation warrants and represents that the Program is substantially the same as and performs substantially in the same manner as demonstration versions, manuals, and Corporation's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement, and the Program shall be free of material defects in workmanship and materials. Corporation warrants that in the provision of services under the Agreement, it will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to provide assistance in utilizing the Program.
3. In the event the Program is found not to be substantially the same as and perform substantially in the same manner as demonstration versions, manuals, and Corporation's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement, or that the Program is not free of material defects in workmanship and materials, City shall so advise Corporation and Corporation shall diligently pursue resolution of the discrepancy between the Program and its documentation ("Documented Defect").
4. Corporation's liability in connection with the Program, the license, the software service or technical support or any other matter relating to this Agreement will not exceed the fees that City actually paid to Corporation for the purchase price of the Program. The foregoing limitation upon the amounts of Corporation's liability shall not apply to Corporation's confidentiality obligations under this Agreement.
5. City's liability for all claims arising under this Agreement shall not exceed the amounts rightfully owed by the City under this Agreement. The foregoing limitation upon the amounts of City's liability shall not apply to the City's confidentiality obligations under this Agreement.
6. In no event will either party be liable to the other for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, even if a party has been advised of the possibility of such damage.
7. Except as expressly provided for in this Agreement, Corporation makes no warranties whatsoever, express or implied, with regard to the Program and services, in whole or in

part. Corporation explicitly disclaims all warranties of merchantability and of fitness for a particular purpose.

N. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

O. Entire Agreement. This Agreement and exhibits hereto contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by City in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. The individual executing this Agreement on behalf of its party represents and warrants that he/she has full authority to bind such party to all terms, conditions and obligations of this Agreement.

P. If any provision of the Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

Q. If there is an ambiguity or inconsistency between the provisions of sections A-Q of this Agreement and the exhibits and appendices attached, the provisions of sections A-Q should control the Agreement interpretation.

CITY OF BASEHOR
David K. Breuer, Mayor

ATTEST:

Katherine M. Renn, City Clerk

BELLEFEUIL, SZUR &
ASSOCIATES, INC.

BY: _____
TITLE: _____

EXHIBIT A

License

In accordance with the Financial Accounting Software System Agreement ("Agreement"), Corporation is the owner of the copyrighted software program known as (the "Program"), and desires to grant a perpetual, non-exclusive, non-transferrable license to City for the use of the Program.

License fees:

General Ledger	\$4995
Accounts Payable	\$3895
Cash Receipting	\$3895
Fixed Assets	\$3895
Utility Billing	\$4545
Special Assessment	\$1995
Building Department	\$4990
Field Inspection	\$2000
AccessMyGov/Internet Services	\$1500
Grand Total	\$31,710

The Program will be installed by Corporation as described in Exhibit D to the Agreement, as agreed to by the parties. Payment of the license fees will be due once installation is complete and deemed acceptable by the City.

The City may make copies and install the Program on as many computers of the City as the City desires, provided the Program is only used within the City in accordance with the Agreement. The Program is not transferrable without the prior written consent of the Corporation. The City will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer the Program or any portion thereof without prior written consent of the Corporation.

EXHIBIT B

Software Service

In accordance with the Financial Accounting Software System Agreement ("Agreement"), Corporation is the owner of the copyrighted software program known as the "Program", and Corporation and City agree that the Corporation shall provide the following conversion services and training services in order to implement the Program:

Conversion Services

Data Conversion	\$12,440
Custom Import	\$4,000
Project Management & Implementation	\$13,750
Total	\$30,190

Training Services

Training	\$23,000
Travel Expenses	\$16,685
Total	\$39,685

Grand Total \$69,875

Conversion and Training Services are more specifically defined in Exhibit D to the Agreement.

Conversions services will begin as described in Exhibit D to the Agreement, as agreed to by the parties. Payment for conversions services in the amount of \$30,190 is due after the software is installed, but prior to the initiation of conversion services.

Training services will begin as described in Exhibit D to the Agreement, as agreed to by the parties. Payment for training services in the amount of \$39,685 is due after training services are complete and the implementation of the Program is deemed acceptable by the City.

EXHIBIT C

Technical Support

In accordance with the Financial Accounting Software System Agreement ("Agreement"), Corporation is the owner of the copyrighted software program known as the "Program", and Corporation and City agree that the Corporation shall provide Program updates and technical support to the City.

For a one year period after implementation is complete and deemed acceptable by the City, the Corporation will provide unlimited Program updates and technical support at no charge to the City. After the first post- implementation year, Program updates and technical support shall be available to the City as follows on an annual basis:

Program Updates and Technical Support

General Ledger	\$1,000
Accounts Payable	\$780
Cash Receipting	\$780
Utility Billing	\$910
Fixed Assets	\$780
Special Assessments	\$400
Building Department	\$1,000
Field Inspection	\$400
AccessMyGov/Internet Services	\$1,500
Total	\$7,550

The technical support term shall be three years, beginning on the first anniversary of the date that implementation of the Program was complete and deemed acceptable by the City, in accordance with the Agreement. The annual fee will not change during the three year term. It shall be the City's option to renew this Agreement to continue the use of the Program and technical support for additional terms basis subject to an increase in the Program update and technical support fees less than or equal to the cumulative yearly consumer price index (CPI). This Agreement will automatically terminate unless the City exercises its option to renew, or as specified in Section D of the Agreement.

EXHIBIT D

Statement of Work

Statement of Work



City of Basehor, Leavenworth County, KS

Prepared for: City of Basehor, KS

Prepared by: Steve Rennell, Account Executive
BS&A Software

Date: November 4, 2014

Version: 1

Revision: 1.1

Status: Draft

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1. Contact List

This section provides the list of key contacts for both BS&A Software and the City of Bashor, KS:

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Steve Rennell – Account Executive TBD - Financial Management Product Manager	srennell@bsasoftware.com	(517) 641-8900 (517) 641-8900

City of Basehor, KS Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Katherine Renn, City Clerk	krenn@cityofbasehor.org	(913) 724-1370, Ext. 28

2. Key Data from Proposal

Cost Summary

Application and Annual Service Fee prices based on an approximate population of 23,754. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

General Ledger/Budgeting .NET	\$4,995
Accounts Payable .NET	\$3,895
Cash Receipting .NET	\$3,895
Fixed Assets .NET	\$3,895
Utility Billing .NET	\$4,545
Special Assessments .NET	\$1,995
Building Department .NET	\$4,990
Field Inspection .NET	\$2,000
AccessMyGov/ Internet Services	\$1,500
	Subtotal \$31,710

Data Conversions

Convert existing Fundbalance data to BS&A format:

General Ledger (Chart of Accounts, Budget & Balances, Up to 10 Years Journal Transaction History)	\$2,000
Accounts Payable (Vendors, Up to 10 Years Invoice and Check History)	\$1,700
Cash Receipting (Receipt Items, Up to 10 Years Receipt History)	\$1,700
Utility Billing (Accounts, Billing Items, Unlimited Payment and Usage History)	\$2,800
Convert Existing Black Bear data to BS&A Format	
Building Department (per Database)	\$4,240
	Subtotal \$12,440

No conversion will be performed for the following applications:

- Special Assessments
- Fixed Assets
- Field Inspection

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
Custom Utility Billing Import	\$2,500
Subtotal	\$4,000

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

: **\$13,750**

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 2	\$2,000
General Ledger/Budgeting .NET	Days: 2	\$2,000
Accounts Payable .NET	Days: 2	\$2,000
Cash Receipting .NET	Days: 1	\$1,000
Fixed Assets .NET	Days: 1	\$1,000
Utility Billing.NET	Days: 4	\$4,000
Special Assessments .NET	Days: 2	\$2,000
Building Department .NET	Days: 6	\$6,000
Field Inspection .NET	Days: 1	\$1,000
Business Licensing (in Building Department .NET)	Days: 2	\$2,000
Total: 23	Subtotal	\$23,000

Cost Totals

Not including Annual Service Fees

Applications	\$31,710
Data Conversions	\$12,440
Custom Interfaces	\$4,000
Project Management and Implementation Planning	\$13,750
Implementation and Training	\$23,000

Total Proposed	\$84,900
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Travel Expenses	\$16,685
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Note: Travel expense, fixed bid / not-to-exceed for days quoted above. Additional training days subject to variable travel expense as follows: Hotel @ \$120/day, Meals @ \$55/day, Car Rental @ \$60/day, Airfare @ \$450/trip airfare (if applicable) and related expenses.

Grand Total (with Travel Expenses)	\$101,585
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Annual Service Fees

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger/Budgeting .NET	\$1,000
Accounts Payable .NET	\$780
Cash Receipting .NET	\$780
Utility Billing .NET	\$910
Fixed Assets .NET	\$780
Special Assessments .NET	\$400
Building Department .NET	\$1,000
Field Inspection .NET	\$400
AMG Internet Services	\$1,500
Total Annual Service, New Purchases	\$7,550

3. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

3.1 GL/Budgeting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development – Chart of Accounts, Budget & Balances, Transaction History
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Build GL banks and assign GL cash accounts
10. Set up due to/due from rules
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current GL process
 - a. Chart of Accounts analysis
 - b. Budget process and timing
 - c. Bank reconciliation process and timing
 - d. Pooled cash environments
 - e. Funds with differing FYEs
 - f. Project accounting
 - g. Grant accounting
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Establish Online Financial Services processes and training requirements
5. Document BS&A process
6. Verify final BS&A process at cutover

3.2 Accounts Payable

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development – Vendors, Transaction History
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
 - a. If no conversion, import vendors list
8. QC final BS&A database and documentation
 - a. Verify 1099 vendors are marked
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current AP process
 - a. Invoice entry process and timing
 - b. Approval process
 - c. Check run process and timing
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Establish Online Financial Services processes and training requirements
5. Document BS&A process
6. Verify final BS&A process at cutover

3.3 Cash Receipting

Establish BS&A Databases

1. No Conversion

Establish BS&A Process

1. Review current CR process
 - a. Number of receipting stations
 - b. Confirm receipting hardware requirements
 - c. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.4 Fixed Assets

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Asset Information, Transaction History
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current FA process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.5 Special Assessment

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Special Assessments for each District
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.6 Building Department & Field Inspection

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Properties, Permits, Enforcemtns
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Permit & Enforcement processes
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
6. Verify final BS&A process at cutover

3.7 Internet Services

Establish BS&A Process

1. Create Preliminary Web Payment Site
2. Connect Preliminary Web Payment Site to Utility Billing Database
3. Verify Operation of Preliminary Web Payment Site
4. Review BS&A application functionality
5. Define BS&A process and training requirements
6. Document BS&A process
7. Verify final BS&A process at cutover

4. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to the City of Basehor, KS. This method is described in terms of the generalized approach and as a detailed schedule.

4.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of City of Basehor, KS:

Phase 1 – Initiate

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal).

Phase 2 – Plan

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document).

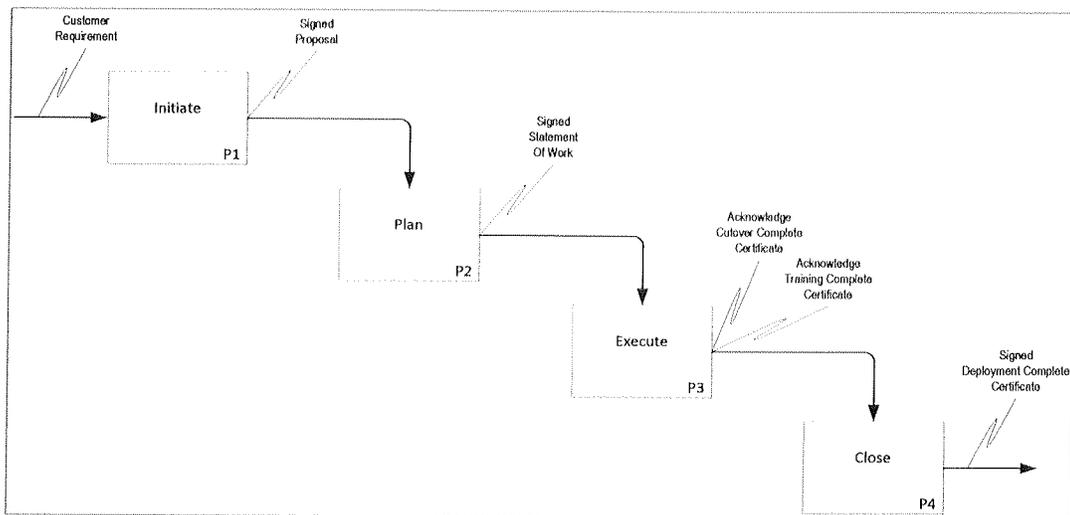
Phase 3 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

Phase 4 – Close

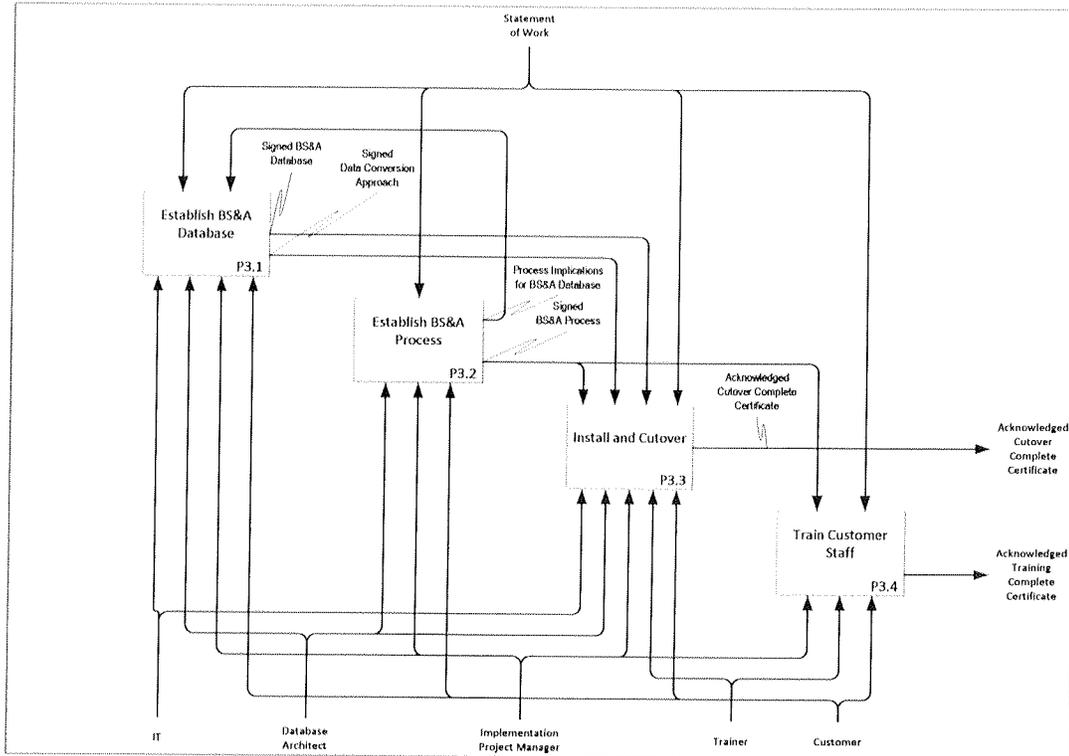
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are:

- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required.

4.2 Estimate Schedule

Following is the estimated schedule based on approval of the project by 11/15/14. During the Kick-off Meeting, an finalized project schedule will be reviewed and approved by both BS&A and City Project teams.

Task	Responsible Parties	Start Date	End Date
Initiation Activities			
Conduct Kick-off Meeting	BS&A and City	12/16/14	12/16/14
Review Project Scope and Project Management Process	BS&A	12/16/14	12/16/14
Establish Project Meeting Schedule	BS&A and City	12/16/14	12/16/14
Assemble BS&A Project Team	BS&A	12/16/14	12/16/14
Assemble City Project Team	City	12/16/14	12/16/14
Create Initial Project Timeline	BS&A & City	12/16/14	12/16/14
IT and Data Conversion Activities			
Meet with City IT Staff to review Hardware Configurations	BS&A and City	2/16/15	2/16/15
Extract Preliminary Data from current System	BS&A and City	2/17/15	2/17/15
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	2/17/15	2/17/15
Conduct Review of Converted Data with City	BS&A and City	2/17/15	2/17/15
Install Programs	BS&A	3/27/15	6327/15
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and City	4/14/15	4/15/15
Conduct Analysis of Current Forms	BS&A and City	4/14/15	4/14/15
Conduct Review of Required Reports	BS&A and City	4/15/15	4/15/15
Develop Best Practices Recommendation	BS&A	4/27/15	5/1/15
Approve Recommendations	City	5/7/15	5/7/15
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	TBD	TBD
Create System Specification Document	BS&A	5/25/15	5/29/15

Implementation			
Create Forms	BS&A	6/1/15	6/3/15
Create Reports	BS&A	6/4/15	6/5/15
Conduct Final Data Extraction	City	7/30/15	7/30/15
Convert Final Data	BS&A	7/31/15	7/31/15
On-site Set-up for Users and Configuration Items	BS&A	8/3/15	8/5/15
Training			
On-site Training	BS&A and City	8/15/15	8/31/15
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and City	9/30/15	9/30/15

4.3 Sample Gantt Chart

ID	Task Name	Duration	Predecessor	Finish	Resource Names	Week 4	Week 5	Week 6
28	Establish BS&A Database	3 days		10 Jun '13		Establish BS&A Database		
29	Extract Preliminary [Test] Data and Reports	1 day	26	06 Jun '13	IT, Customer	Establish BS&A Database		
30	Run Test Conversions and Produce Conversion Notes	1 day	29	07 Jun '13	Database Architect	Establish BS&A Database		
31	Create BS&A Database	1 day	30	10 Jun '13	Database Architect	Establish BS&A Database		
32	Resolve Conversion Issues and Confirm Conversion Approach	0 days	31	10 Jun '13	Database Architect	Establish BS&A Database		
33	Signed Conversion Approach and BS&A Database	0 days	32	10 Jun '13	Customer	Establish BS&A Database		
34	Establish BS&A Database - Complete	0 days	33	10 Jun '13		Establish BS&A Database		
35	Establish BS&A Process	4 days		11 Jun '13		Establish BS&A Process		
36	Review Customer Current Process	1 day	26	06 Jun '13	Customer	Establish BS&A Process		
37	Review BS&A Application Functionality	1 day	36	07 Jun '13	Developer	Establish BS&A Process		
38	Define BS&A Process	1 day	37	10 Jun '13	Customer	Establish BS&A Process		
39	Document BS&A Process	1 day	38	11 Jun '13	Developer	Establish BS&A Process		
40	Establish BS&A Process - Complete	0 days	39	11 Jun '13		Establish BS&A Process		
41	Install and Cutover	4 days		17 Jun '13		Install and Cutover		
42	Install and Configure Application	1 day	34,40	12 Jun '13	IT	Install and Cutover		
43	Extract Final Data	1 day	42	13 Jun '13	IT	Install and Cutover		
44	Convert and Verify Final Data	1 day	43	14 Jun '13	Database Architect	Install and Cutover		
45	Restore and Verify Converted Data and Configure	1 day	44	17 Jun '13	Trainer, Customer	Install and Cutover		
46	Acknowledge Cutover Complete	0 days	45	17 Jun '13	Customer	Install and Cutover		
47	Install and Cutover - Complete	0 days	46	17 Jun '13		Install and Cutover		

5. Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

5.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles

BS&A Software will use the following roles during the project:

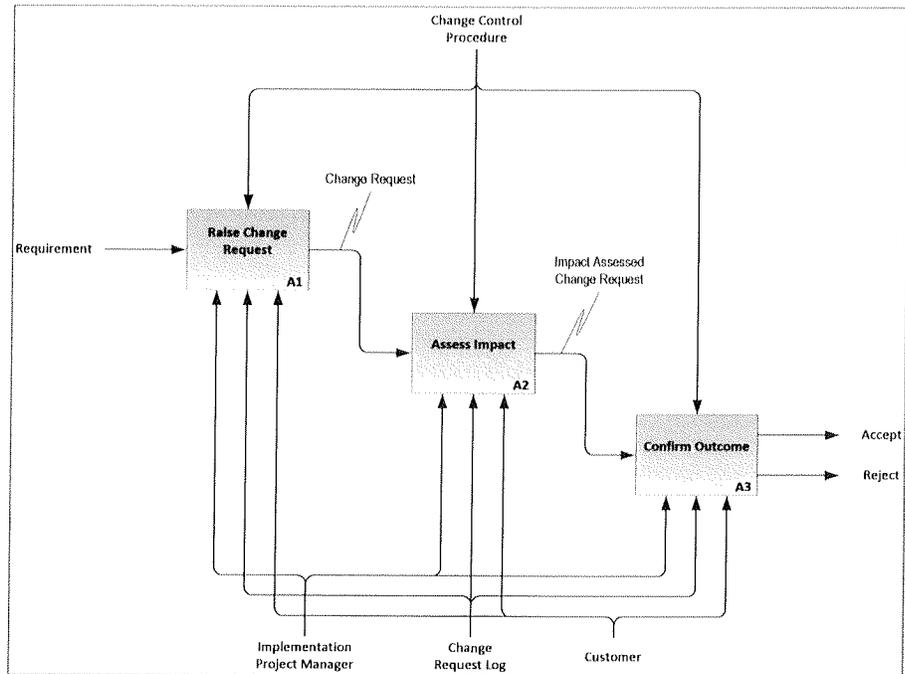
- ~ **Project Management and Implementation Planning Director**
 - ˘ Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Project Manager**
 - ˘ Has day-to-day accountability for the project.
 - ˘ Manages and coordinates all activities and resources associated with the project
 - ˘ Produces and maintains the Project Plan
 - ˘ Responsible for and leads the work associated with the development of the customer's new processes.
- ~ **Database Technician**
 - ˘ Responsible for and leads the work associated with the development of the customer's new databases.
- ~ **Implementation and Training Representative**
 - ˘ Responsible for and leads the cutover and delivery of the training.
- ~ **IT**
 - ˘ Assists with the extraction of test and production data from the customer's existing applications.
 - ˘ Responsible for the installation of the BS&A applications on the customer's production environment.
- ~ **Subject Matter Experts**
 - ˘ May assist as required.

Note: there may be a number of people fulfilling each role.

5.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

6. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Project Management and Implementation Planning Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Implementation and Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.

7. BS&A Software Service Level Agreement (SLA)

BS&A Software maintains the following as standard benchmarks goals for customer support and issue resolution.

BS&A Software's standard hours for telephone support are from 8:30 a.m. to 5:30 p.m., EST, Monday through Friday.

Most commonly, customers utilize the **Contact Customer Support** option located within the Help menu of all of our applications. Our toll-free support line is another common method used to communicate issues, suggestions, or questions. Our support department can also be reached via email.

We average a response time of under 15 minutes for initial customer service requests. During certain busy times of the year, such as Payroll Year End/W2 Processing time, our response time goal increases to under 1 hour.

Customer service requests fall into four main categories:

- A. **Technical.** Questions or issues relating to I.T. functionality, future hardware purchases, and configuration. These types of communication typically fall within our 15 minute response time goal.
- B. **Questions/Support.** General questions regarding functionality, use, and setup of the applications. These types of communication typically fall within our 15 minute response time goal.
- C. **Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. These types of communication typically fall within our 15 minute response time goal for the initial customer contact.
- D. **Issues/Bugs.** Items that cause unintended, undesirable behavior in the applications. These items fall into three subcategories:
 - i. **Critical.** Cases where an error or issue has rendered the application unusable, with no viable workaround or alternative. The targeted resolution time for all critical issues is less than 1 day. These issues are exceedingly rare, and most are resolved in a matter of hours.
 - ii. **Moderate.** Cases where an error or issue causes a significant inconvenience, with no viable, easy to manage workaround. The targeted resolution time for all moderate issues is within 2 weeks, and many are corrected within the same business day.
 - iii. **Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times based on that priority are communicated to the customer.

9. Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 6

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 17, 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 1st of May, July and September.

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

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