



AGENDA
BASEHOR CITY COUNCIL
Regular Meeting
December 15, 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. Springsted Agreement – Resolution 2014-19
 - d. Cereal Malt Beverage License – Casey's

3. **Call to Public**

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

4. **Unfinished Business** - (None at this time)
5. **New Business** - (None at this time)
6. **City Administrator's Report**
7. **Council Members Report**
8. **Mayor's Report**
9. **Executive Session** (if needed)
10. **Adjournment**



Minutes

Basehor City Council Meeting

Basehor City Hall, November 17, 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 and 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. 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

Councilman Drennon moved to approve the consent agenda and Councilman Healy seconded. The motion passed unanimously, 5-0.

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

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

New Business

5. BS&A Finance System Software Agreement – Resolution 2014-15

Councilman Healy moved to approve the Resolution 2014-15 with BS&A Finance Software agreement and Councilman Drennon seconded. The motion passed unanimously, 5-0.

6. Field of Dreams Agreement – Resolution 2014-16

Councilman Drennon moved to approve the Resolution 2014-16 supporting the extension of NYSSO Field of Dreams contract. Councilman Fields seconded. The motion passed unanimously, 5-0.

7. City Administrator's Report –

- Mr. Martley informed City Council that the LCDC will be hosting a VIP event up at the Falcon Lakes Clubhouse on Friday, November 21, 2014 at 5:00 pm.
- The lawsuit appeal with Mr. Cory has been dismissed.
- The Basehor Chamber of Commerce will be hosting its annual Community Christmas and their 30th Anniversary celebration on Thursday, December 4, 2014.
- The Basehor VFW will be hosting a Thanksgiving turkey dinner on Saturday, November 22, 2014 up at their post from 2pm to 5pm.

8. Council Members Report

Councilman Fields- Basehor United Methodist Church will also be hosting a Thanksgiving dinner to any patrons that want to participate on Saturday, November 22, 2014 from 11:00 am to 1:00 pm.

9. Mayor's Report – *None at this time*

10. Executive Session

Councilman Miles moved to go into executive session for ten minutes at 7:10 p.m. and to resume at 7:20 p.m. for attorney client privilege. Councilman Healy seconded. Motion passed unanimously, 5-0. City Council resumed at 7:20 p.m. with no action taken.

11. Adjournment

Councilman Garver moved to adjourn regular meeting at 7:21 p.m. and Councilman Fields seconded. Motion passed unanimously, 5-0.

David K. Breuer, Mayor

Attest:

Katherine M. Renn, City Clerk

CITY OF BASEHOR

NOVEMBER 2014 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	\$2,652,335	\$1,995,585	\$2,019,912	76%
Special Park	\$73,000	\$26,858	\$900	1%
Sewer	\$1,445,259	\$1,512,156	\$1,370,102	95%
Cedar Lake Maintenance	\$40,000	\$40,013	\$34,725	87%
Bond & Interest	\$1,479,180	\$634,685	\$790,142	53%
Solid Waste	\$305,778	\$275,315	\$253,252	83%
Special Highway	\$910,000	\$662,344	\$424,317	47%
Municipal Equipment Reserve	\$161,700	\$121,580	\$172,418	107%
Capital Improvement	\$20,000	\$391,834	\$339,190	1696%
Employee Benefit	\$613,119	\$488,337	\$505,738	82%
LCSD#3	\$33,000	\$33,035	\$25,410	77%

Department

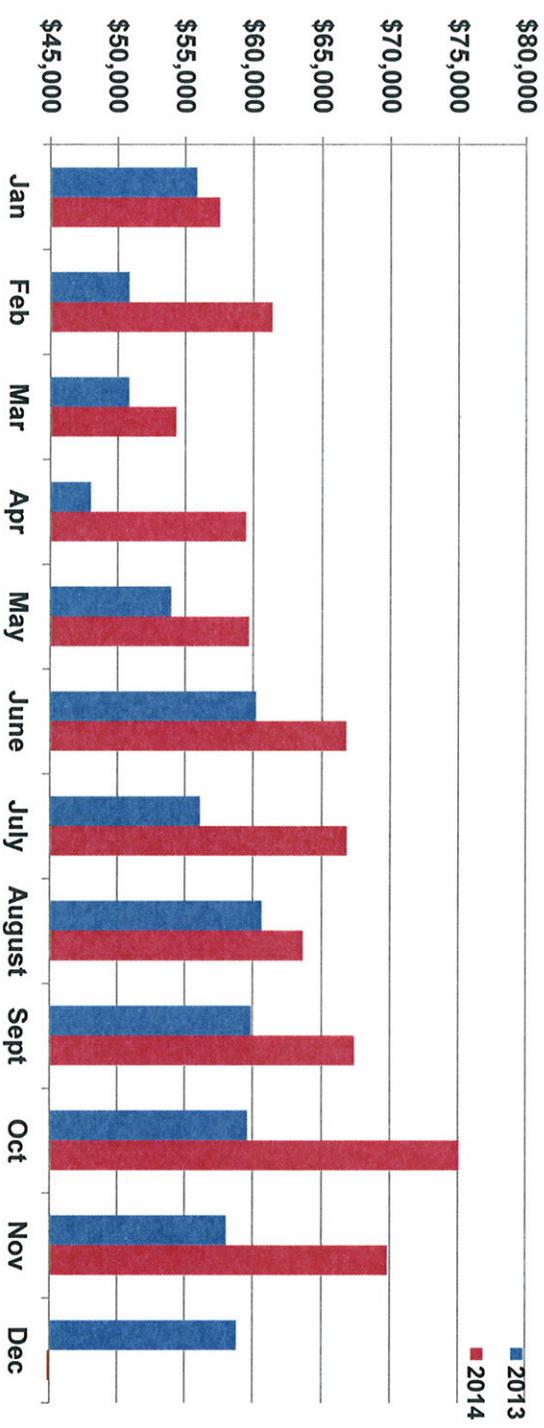
Department	Budget	Expenditures	Remaining Balance	% Utilized
General				
Clerk	\$341,976	\$252,345	\$89,631	74%
Street	\$219,830	\$160,597	\$59,233	73%
Governing Body	\$578,464	\$66,686	\$511,778	12%
Police	\$855,758	\$724,436	\$131,322	85%
Facilities	\$122,886	\$104,258	\$18,628	85%
Administrator	\$165,821	\$56,432	\$109,389	34%
Park & Recreation	\$61,400	\$49,785	\$11,615	81%
Miscellaneous	\$112,677	\$449,569	-\$336,892	399%
HR	\$23,600	\$20,165	\$3,435	85%
Planning	\$169,923	\$135,640	\$34,283	80%

MISC includes transfers out of general fund into MERF and Capital Improvements

MONTHLY SALES TAX COLLECTIONS 2010-2014

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	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	69,812.32	11,744.96	16.8%	614,131.80	701,728.17	87,596.37	12.5%
Dec	46,693.70	51,874.96	49,586.00	58,821.13	0.00			672,952.93			
2014 TDD	\$23,756.35										
2013 TDD	\$21,045.37										

2013-14 Month to Month Comparison





SOLID WASTE FUND HIGHLIGHTS

For the Month of November 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	1853	5.13%
December	1767		
AVERAGE	1,734	1,809	4.30%

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	\$26,024.08	4.80%
December	\$24,875.80		
TOTAL	\$292,679.46	\$279,821.16	

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	\$14.04	-0.36%
December	\$14.08		
AVERAGE	\$14.07	\$14.06	-0.03%



SEWER FUND HIGHLIGHTS

For the Month of November 2014

MONTH	2013	2014	% DIFFERENCE
	SWR COUNT	SWR COUNT	
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	1954	5.17%
December	1860		
AVERAGE	1834	1918	4.37%

MONTH	2013	2014	% DIFFERENCE
	SWR BILLED	SWR BILLED	
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	\$98,616.61	7.10%
December	\$91,630.01		
TOTAL	\$1,105,355.71	\$1,059,941.32	

MONTH	2013	2014	% DIFFERENCE
	AVERAGE SWR BILL	AVERAGE SWR BILL	
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	\$50.47	1.57%
December	\$49.26		
AVERAGE	\$50.24	\$50.24	0.01%

Check Register Report

Date: 11/24/2014

Time: 1:55 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							
22106	11/24/2014	Printed		ABERCROMBI	STEVEN ABERCROMBIE	REIMB BOND BALANCE	395.00
22107	11/24/2014	Printed		ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/LTD/STD	681.16
22108	11/24/2014	Printed		AFFINIS	AFFINIS CORP	19249 158TH ST/ATLAS SURVEY	1,949.51
22109	11/24/2014	Printed		AFLAC	AFLAC	EMP CAFETERIA PLAN/NOV	1,098.84
22110	11/24/2014	Printed		ATLAS SURV	ATLAS SURVEYORS LLC	158TH/PARALLEL/PERM EASMT	500.00
22111	11/24/2014	Printed		BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	18,599.50
22112	11/24/2014	Printed		CCMFOA	CCMFOA	MEMBERSHIP/RENN,OLSON	50.00
22113	11/24/2014	Printed		COMMERCE	COMMERCE PURCHASING CARD	CITYWIDE PCARD CHGS OCTOBER	16,928.84
22114	11/24/2014	Printed		DAVE'S CON	DAVE'S CONSTRUCTION	2 LIFTS ASPHALT/SALT DOME PWD	3,700.00
22115	11/24/2014	Printed		DEFFENBAUG	DEFFENBAUGH DISPOSAL SERVICE	TRASH/SLUDGE REMVL/FOD OUTDOOR ITEM	23,901.09
22116	11/24/2014	Printed		DELTA DENT	DELTA DENTAL OF KANSAS	GROUP DENTAL INSURANCE	1,592.49
22117	11/24/2014	Printed		DRENNON E	ERIN DRENNON	YOUTH SPORTS REBATE	72.50
22118	11/24/2014	Printed		ETS	ETS	CITYWIDE CREDIT CARD FEES	491.64
22119	11/24/2014	Printed		HANNAH	BRIAN HANNAH	YOUTH SPORTS REBATE	45.00
22120	11/24/2014	Printed		HAYNES EQU	HAYNES EQUIPMENT CO	NEW GRINDER PUMP/17945 157T	2,167.28
22121	11/24/2014	Printed		HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	102.45T SAND/WINTER STORMS	927.18
22122	11/24/2014	Printed		JOHNSON CH	CHRIS & STEPHANIE JOHNSON	YOUTH SPORTS REBATE	45.00
22123	11/24/2014	Printed		JOSEPH	ALBERTO JOSEPH	REIMB BOND BALANCE	245.00
22124	11/24/2014	Printed		KANSAS ONE	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/OCTOBER 99	118.80
22125	11/24/2014	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAROLL DIRECTED DEDUCTION	383.08
22126	11/24/2014	Printed		KNAPHEIDE	KNAPHEIDE TRUCK EQUIPMENT KC	F-550/SPREADER,TARP SYS,PLOW	28,184.96
22127	11/24/2014	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB	6,396.33
22128	11/24/2014	Printed		LCDC	LCDC	BOARD MEETING/PLEAK	10.00
22129	11/24/2014	Printed		LEAVEN ASP	LEAVENWORTH ASPHALT MATERIAL	ASPHALT/HICKORY PT, WWTF ENT	20,926.09
22130	11/24/2014	Printed		LEAV COOP	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/PWD,WWTF/11-14-14	1,883.30
22131	11/24/2014	Printed		LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES/OCTOBER	192.50
22132	11/24/2014	Printed		LEE	MARK LEE	YOUTH SPORTS REBATE	72.50
22133	11/24/2014	Printed		MARC GOV T	MARC GOV TRAINING INSTITUTE	TRAINING/PLEAK	25.00
22134	11/24/2014	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,130.23
22135	11/24/2014	Printed		MCBRATNEY	KIANN MCBRATNEY	CITY PROSECUTOR FEES	400.00
22136	11/24/2014	Printed		MUN CODE	MUNICIPAL CODE CORPORATION	SUPPLEMENT #2/20 COPIES	378.83
22137	11/24/2014	Printed		PATCHEN EL	PATCHEN ELECTRICAL &	REPAIR MIXER MOTOR/WWTF	582.49
22138	11/24/2014	Printed		PAVING MAI	PAVING MAINTENANCE SUPPLY INC	TACK OIL/STREET REPAIRS	727.50
22139	11/24/2014	Printed		PITNEY RES	PITNEY BOWES RESERVE ACCT	REFILL CITY POSTAGE METER	200.00
22140	11/24/2014	Printed		PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	450.00
22141	11/24/2014	Printed		REGISTER	REGISTER OF DEEDS	MISC CONTRACTUAL	60.00
22142	11/24/2014	Printed		SCOFIELD	PAUL SCOFIELD	REIMB CREDIT BALANCE	2.71
22143	11/24/2014	Printed		SMITH & LO	SMITH & LOVELESS INC	LIFT STATION REPAIR PARTS	286.47
22144	11/24/2014	Printed		SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY	400.00
22145	11/24/2014	Printed		SPECTRA	SPECTRA	SUPPLIES/PWD PROJECTS	877.00
22146	11/24/2014	Printed		HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SERVICE/NOV 2014	774.00
22147	11/24/2014	Printed		THE RECORD	THE RECORD PUBLICATIONS	AMIMAL CONTROL/PICKUP SLIPS	50.00
22148	11/24/2014	Printed		VIERTHALER	BELINDA VIERTHALER	YOUTH SPORTS REBATE	45.00
22149	11/24/2014	Printed		VISION SER	VISION SERVICES PLAN	GROUP VISION INSURANCE	464.24
22150	11/24/2014	Printed		WRIGHT EX	WRIGHT EXPRESS	OCT 2014 FLEET FUEL CHARGES	2,563.02

Total Checks: 45

Checks Total (excluding void checks):

142,974.08

Lloyd Martley 11-24-14
 Lloyd Martley, City Administrator

Katherine M Renn 11-24-14
 Katherine Renn, City Clerk

Kristi Olson 11/24/14
 Kristi Olson, Treasurer

Check Register Report

Date: 12/05/2014

Time: 2:51 PM

Page: 1

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							
22151	11/25/2014	Printed		ABERCROMBI	STEVEN ABERCROMBIE	REIMB BOND BALANCE	395.00
22152	12/05/2014	Printed		ADVANCED G	ADVANCED GRAPHIX INC	GRAPHICS/NEW UNITS 20&21/2015	620.00
22153	12/05/2014	Printed		ATMOS ENER	ATMOS ENERGY	GAS USAGE	870.44
22154	12/05/2014	Printed		BASEHOR CH	BASEHOR CHAMBER OF COMMERCE	LUNCHES/MBRSHP/HOLIDAY	657.00
22155	12/05/2014	Printed		CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE	635.20
22156	12/05/2014	Printed		ETS	ETS	CITYWIDE CREDIT CARD FEES	480.56
22157	12/05/2014	Printed		HUMAN CAP	HUMAN CAPITAL CONSULTING	MONTHLY HR	500.00
22158	12/05/2014	Printed		KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	383.08
22159	12/05/2014	Printed		KPF EFT	KPF EFT PROGRAM	POLICE RETIRE CONTRIB	7,121.29
22160	12/05/2014	Printed		KSPE	KS SOCIETY OF PROF ENGINEERS	MEMBERSHIP/PLEAK	190.00
22161	12/05/2014	Printed		LEAV COOP	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/LIFT STATIONS	1,196.56
22162	12/05/2014	Printed		LEAVEN JUS	LEAVENWORTH JUSTICE CENTER	BOND/CRETEN, JOANNA R	1,500.00
22163	12/05/2014	Printed		MASS M	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	3,118.98
22164	12/05/2014	Printed		SPECTRA	SPECTRA	SUPPLIES/LFT STN/MAINT & ODOR	1,571.48
22165	12/05/2014	Printed		WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	10,862.78
22166	12/05/2014	Printed		WHITE GOSS	WHITE GOSS	CONTRACT LEGAL AMT/9/17-10/1	8,025.00
Total Checks: 16						Checks Total (excluding void checks):	38,127.37

Lloyd Martley 12-5-14
 Lloyd Martley, City Administrator

Katherine M Renn 12-5-14
 Katherine Renn, City Clerk

Kristi Olson 12/5/14
 Kristi Olson, Treasurer

City of Basehor
Agenda Item Cover Sheet

Consent Agenda Item C

Topic: Agreement for continuing disclosure services with Springsted, Inc., for financial series including municipal bond disclosure and compliance.

Action Requested: Approve resolution 2014-19 authorizing the execution of an agreement for continuing disclosure services with Springsted, Inc.

Narrative: Each year we are required to comply with applicable disclosure requirements under federal securities laws and rules of the U.S. Securities and Exchange Commission (“the SEC”) for any bonds the city has issued.

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

Administration Recommendation: Approve Resolution 2014-19 entering into an agreement with Springsted.

Committee Recommendation: N/A

Attachments: Resolution 2014-19
Springsted agreement

Projector needed for this item?

No

RESOLUTION NO. 2014-19

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING DISCLOSURE SERVICES BETWEEN SPRINGSTED INC., AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the City desires to enter into an Agreement for Continuing Disclosure Services with Springsted, Inc., for financial services including municipal bond disclosure compliance, 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 Agreement for Continuing Disclosure Services with Springsted, Inc., attached as Exhibit A.

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

ADOPTED by the Governing Body this ____ day of December, 2014.

SIGNED by the Mayor this ____ day of December, 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 Continuing Disclosure Services

AGREEMENT FOR CONTINUING DISCLOSURE SERVICES

THIS AGREEMENT is made as of the _____ day of _____, 2014, by and between City of Basehor, Kansas ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services:

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. Advisor shall provide financial advisory services to the Client with respect to continuing disclosure services as identified in the Addendum(s) attached hereto.
2. Compensation. The Client shall compensate the Advisor in the amount of \$250, payable upon execution of this Agreement, and at the rates set forth in Addendum(s) attached hereto for services to be provided by Advisor. The rates set out within the Addendum(s) shall be effective for twelve months from the effective date of each Addendum. Thereafter, the Advisor's compensation can be adjusted to then current rates charged other similar clients upon sixty days written notice from Advisor to Client of the rate adjustment.
3. Term and Termination. This Agreement shall commence as of the date hereof, and shall continue until terminated by either party by written notice given at least thirty days before the effective date of such termination, provided that no such termination shall affect or terminate the rights and obligations of each of the parties hereto with respect to any project, whether or not complete, for which the Advisor has provided services prior to the date that such notice was given.
4. Indemnification; Sole Remedy. Springsted Incorporated agrees to defend, indemnify and hold harmless the Client, its officials, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees resulting from any act or omission of Springsted Incorporated, a subcontractor or anyone directly or indirectly employed by them in the performance of the services herein contracted for by the Client, and against all loss by reason of the failure of Springsted Incorporated, a subcontractor, or anyone directly or indirectly employed by them to perform any obligation herein contracted for by the Client.
5. Confidentiality: Disclosure of Information.
 - 5.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information") shall be deemed by the parties to be the property of the Client. The Advisor may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder.
 - 5.2 Advisor Information. The Client acknowledges that in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data,

including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and agrees that the Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except under the express written consent of the Advisor.

6. Miscellaneous.

- 6.1 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 6.2 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 6.3 Entire Contract: Amendment. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- 6.5 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 6.6 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

If to the Advisor, to:

Springsted Incorporated
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED Incorporated

Title

Title

ADDENDUM A OF AGREEMENT BETWEEN
City of Basehor, Kansas

AND

Springsted Incorporated

Effective as of _____

CONTINUING DISCLOSURE SERVICES

\$3,415,000 General Obligation Refunding and Improvement Bonds, Series 2004

\$8,835,000 General Obligation Refunding and Improvement Bonds, Series 2012

\$3,480,000 General Obligation Refunding Bonds, Series 2013-A

City of Basehor, Kansas

Client has or will execute a Continuing Disclosure Undertaking in accordance with SEC Rule 15c2-12(b)(5), or any successor Rules, in connection with the issuance of each Client debt obligation listed above in which Client has agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. Capitalized terms not defined in this Addendum or the Agreement shall have the same meaning ascribed to them in SEC Rule 15c2-12(b)(5).

Client wishes to retain the services of the Advisor to assist with the obligations set forth in the Continuing Disclosure Undertaking and Advisor wishes to provide such services as set forth below.

- I.
 - A. Compile an Annual Report according to the Continuing Disclosure Undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) listed above for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), if one is designated prior to the Annual Report Date as defined in the respective Undertaking for each Debt Obligation listed above. The Annual Report shall include:
 1. An annual audited Financial Statement to be prepared by Client's accountants.
 2. Updates of the operating and financial data included in the Official Statement, as outlined for continuing disclosure in the Undertaking incorporated in the Official Statement.
 - B. Monitor through periodic requests for information relating to incidents of and assist in the disclosure of Significant Events listed in the Undertaking. These include:
 1. Principal and interest payment delinquencies;
 2. Non-payment related defaults;
 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 5. Substitution of credit or liquidity providers, or their failure to perform;
 6. Adverse tax opinions or events affecting the tax-exempt status of the security;
 7. Modifications to rights of security holders;
 8. Bond calls;
 9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities;
11. Rating changes;
12. Tender offers;
13. Bankruptcy, insolvency, receivership or similar proceeding;
14. Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination;
15. Appointment of a successor or additional trustee or the change of the name of a trustee.

C. Assist Client in the dissemination of the Annual Report and any Significant Events that must be reported to the MSRB.

D. Advisor will furnish a notification of compliance with the Continuing Disclosure requirements within 30 days after submission of the Annual Report.

II. Client agrees to provide the Advisor with accurate information with respect to compiling the Annual Report in a timely manner and to fully disclose to Advisor any Significant Events as they occur.

III. For its services, as specified in I. above, Advisor shall be compensated in accordance with the following schedule:

Fee Schedule				
Fee Type	Full Disclosure Report Created By Advisor	Full or Limited Disclosure Official Statement With Updated Data That Can Be Referenced	Full Disclosure All Operating Data Included Within CAFR	Limited Disclosure
**Report Preparation and Filing Per Type of Obligation	\$1,300.00	- 0 -	\$600.00	\$600.00
Each Debt Obligation Covered by Addendum	\$200.00	\$200.00	\$200.00	\$200.00

**Type of Obligation is: General Obligation, Revenue, Housing, Hospital, etc.

This Addendum shall continue for the term of each Debt Obligation or until such time as either Client or Advisor terminates it by not less than 30 days written notice to the other party. Advisor shall be relieved of all liability with respect to its obligations hereunder if any information required to be submitted to Advisor hereunder is not timely submitted to Advisor.

In the event at Client's request Advisor performs services described in this Addendum reasonably understood by Advisor to be performed pursuant to the Addendum after signing by Advisor, but before signing by Client, such services shall be subject to the provisions of the Addendum as if the Addendum had been signed by both parties.

Signed as of _____, 2014, the effective date of the Addendum.

FOR CLIENT

SPRINGSTED Incorporated

Title

Title

003188.100/105

City of Basehor
Agenda Item Cover Sheet

Consent Agenda Item D

Topic: Cereal Malt Beverage License – Casey’s

Action Requested: Approve the corporate application for license to sell cereal malt beverages for Casey’s

Narrative: 41-2702(g) The board of county commissioners of the several counties or the governing body of a city shall issue a license upon application duly made as otherwise provided for herein, to any retailer engaged in business in such county or city and qualified to receive such license, to sell only cereal malt beverages in original and unopened containers, and not for consumption on the premises. The annual license fee for such license, which shall be in addition to the fee provided by subsection (e), shall be not less than \$25 nor more than \$50.

41-2703 (a) After examination of an application for a retailer's license, the board of county commissioners or the director shall, if they approve the same, issue a license to the applicant. The governing body of the city shall, if the applicant is qualified as provided by law, issue a license to such applicant.

Presented by: Katherine Renn, City Clerk

Administration Recommendation: Approve application for license

Committee Recommendation: N/A

Attachments: Application for license

Projector needed for this item?

No

Memorandum

To: Lloyd Martley
CC: Mr. Mayor and City Council, Katherine Renn
From: Mark Lee, Building Official
Date: 12/8/2014
Re: Liquor License Renewal

Mark Lee, Building Official Recommendations

Zoned in CP-1 "Neighborhood Business" zoning district allows Casey's General Store to sell cereal malt beverages as allowed by State law.

Staff has no objections to the renewal of all 2015 license renewal applications.

The City Clerk's office shall confirm that all permit and business license fees have been paid in full before issuance.

The Basehor Police Department also has no objections to the issuance of the license.

Respectfully,

Mark J. Lee

Mark J. Lee
Building Official

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of _____ BASEHOR

SECTION 1 – LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-201025921F-01			
Name of Corporation CASEY'S RETAIL COMPANY		Principal Place of Business ONE CONVENIENCE BLVD, ANKENY, IA 50021	
Corporation Street Address ONE CONVENIENCE BLVD, PO BOX 3001		Corporation City ANKENY	State IA Zip Code 50021
Date of Incorporation 04/14/04	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name CT CORPORATION SYSTEM		Phone No. 785-233-5517	
Residence Street Address 112 SW 7TH ST, SUITE 3C		City TOPEKA	State KS Zip Code 66603

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name CASEY'S GENERAL STORE #2620		Name CASEY'S RETAIL COMPANY	
Business Location Address 15441 WOLF CREEK PARKWAY		Address PO BOX 3001	
City BASEHOR, KS 66007	State	Zip	City ANKENY, IA 50021
Business Phone No. 913-728-2858		<input checked="" type="checkbox"/> Applicant owns the proposed business or special event location. <input type="checkbox"/> Applicant does not own the proposed business or event location.	
Business Location Owner Name(s) CASEY'S RETAIL COMPANY			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25% CORPORATE STOCK		Position CORPORATE STOCK	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name ROBERT VINCENT PIZZINI	Phone No. 515-965-6555 x18200	Date of Birth 11/15/1968
Residence Street Address 216 HIGHLAND ROAD	City LANSING	Zip Code 66043
Manager or Agent Spousal Information		
Spouse Name NA	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE	
Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 7 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *Julius J. Orkowskie* DATE OCTOBER 13, 2014

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____ ((\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

Print Form