AGENDA
BASEHOR CITY COUNCIL
October 19, 2016 - 7:00 p.m.
Basehor City Hall

---

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

2. **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).

3. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
   - **a.** City Council Minutes
   - **b.** Treasurer's Report
   - **c.** Extension of Agreement with Donaldson Construction

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

New Business

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

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

Minutes
Basehor City Council Meeting
Basehor City Hall, September 21, 2016

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.

Council Members present: David K. Breuer, Travis Miles, Vernon Fields, Rae Anderson Nicholson, Dick Drennon and Ty Garver.

Staff Present: Chief of Police/City Administrator, Lloyd Martley, City Superintendent, Gene Myracle, City Planning & Zoning Director, Mark Lee, City Clerk, Katherine Renn and City Attorney, Shannon Marcano

2. Call to Public
Michael Essary – 14163 Belrive Cir. – Mr. Essary stated why he is in favor for making an amendment to the city ordinance pertaining to golf carts to be driven on city streets in the Falcon Lakes subdivision and his reasons on why it should be amended.

3. United Way Proclamation
Blake Waters and David Howard briefly spoke about the Leavenworth County chapter of United Way and how both are now on the Board of Directors and thanked Mayor Breuer and City Council members for all their support.

Mayor Breuer then read the proclamation declaring the months of September and October 2016 United Way months in the City of Basehor.

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

a. City Council Minutes
b. Treasurer's Report
c. Establishing & Implementing Insurance Proceeds – Ordinance No. 680
d. Amending Appendix A of the Zoning Regulations – Ordinance No. 681
e. Amending Penalties for Possession of Marijuana – Ordinance No. 682

Councilwoman Nicholson moved to approve the consent agenda and Councilman Fields seconded. The motion passed unanimously, 5-0.

Unfinished Business – *None at this time*

New Business

5. Golf Cart Proposal
Councilman Garver moved that staff does not need to prepare an ordinance that would allow golf carts to be driven on public streets within Falcon Lakes and Councilman Miles seconded. The motion passed unanimously, 5-0.

6. Planning Commission Appointment – Benjamin Sims
Councilman Drennon moved to approve Mayor's Planning Commission appointment of Benjamin Sims to fill the vacant seat of Fred Farris's term and Councilman Miles seconded. The motion passed unanimously, 5-0.

7. Final Plat of Boulders at Falcon Lakes, First Plat
Councilman Miles moved to approve final plat of Boulders at Falcon Lakes, first plat and Councilman Fields seconded. The motion passed unanimously, 5-0.

8. City Administrator's Report
Mr. Martley made a few announcements:

- Informed the Council that the Leavenworth road project was complete and will continue to monitor the grass.
- Reminder about the special meeting tomorrow, September 22nd at 6:00 p.m.
- Flu Shot Clinic will be held at City hall from 12- 1p.m tomorrow, September 22nd.

9. Council Members Report
Vernon Fields – Mr. Fields said MARC will be holding a workshop on planning and zoning decisions in regards to streets on October 26, 2016 from 6-8:30 p.m. and that he attended the infrastructure meeting also.

10. Mayor's Report
Mayor Breuer suggested to the board that it may be time to get a consultant to come in and look into and see all what the infrastructure will be for our City.

11. Executive Session - *None at this time*

12. Adjournment
Councilman Miles moved to adjourn regular meeting at 7:42 p.m. and Councilman Drennon seconded. Motion passed unanimously, 5-0.

David K. Breuer, Mayor

Attest:

Katherine M. Renn, City Clerk

Minutes
Basehor City Council Special Meeting
Basehor City Hall, September 22, 2016

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

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

Council Members present: David K. Breuer, Travis Miles, Vernon Fields, Rae Anderson Nicholson, and Dick Drennon. Absent: Ty Garver

Staff Present: Chief of Police/City Administrator, Lloyd Martley and City Clerk, Katherine Renn

2. **Brothers Market Grocery Store and Incentive Proposal**

Jay De Vries, the representative from Brothers Market Grocery Store came in to speak to the City Council about how interested they are in developing the property located within the Wolf Creek Plat with construction of a new grocery store. Brothers Market explained how much their grocery store offered its communities with one-stop shopping experiences for finding everything the customer would need – from everyday essentials to specialty items from around the world – all while keeping customer's dollars in the local economy, creating and preserving local jobs, nurturing the community, and helping the environment by buying locally.

Brothers Market discussed how excited they are about the opportunity to bring these values to Basehor and how they are looking to invest significantly in the property as part of the development. Discussion included the opportunity to possibly employ forty to fifty employees with full time and part time positions within the grocery store.

Additionally, their proposal would not take any existing tax dollars from any taxing entities. Their existing tax revenues would remain unaffected. All of the incentives would be funded through the incremental increase in the property and sales tax revenues created as a result of Brothers Market's development. The projections showed that the City and other taxing entities would receive more in tax revenue than what is currently being generated on the property, even while the incentives are being funded. In addition Brothers Market development project would generate substantial funds to pay down the existing Transportation Development District obligation during and after the development.

The consensus of the City Council was that the City has nothing to lose and is supportive of the development.

Councilman Miles motioned for staff to draw up a letter of intent in support of the development and encouraged the developer to consider using another name change option for the Basehor store location, but not exclusively against it remaining a Brothers Market. Councilwoman Nicholson seconded. Motion passed unanimously, 4-0.

3. Executive Session - *None at this time*

4. Adjournment
Councilwoman Nicholson moved to adjourn special meeting at 7:51 p.m. and Councilman Drennon seconded. Motion passed unanimously, 4-0.

_____
David K. Breuer, Mayor

Attest:

_____
Katherine M. Renn, City Clerk

CITY OF BASEHOR
SEPTEMBER 2016 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$2,912,231	$2,046,753	$1,336,632	46%
Special Park	$88,000	$36,912	$22,592	26%
Sewer	$1,794,456	$5,546,666	$5,681,692	317%
Cedar Lake Maintenance	$40,000	$40,079	$13,361	33%
Bond & Interest	$866,112	$717,443	$786,218	91%
Solid Waste	$322,275	$258,587	$227,449	71%
Special Highway	$1,175,000	$600,984	$115,696	10%
Municipal Equipment Reserve	$175,000	$494	$81,929	47%
Capital Improvement	$966,466	$192,949	$960,746	99%
Employee Benefit	$618,804	$459,184	$427,133	69%
LCSD#3	$33,000	$33,095	$22,327	68%

Department

General	Budget	Expenditures	Remaining Balance	% Utilized
Clerk	$378,219	$241,227	$136,992	64%
Street	$237,316	$120,257	$117,059	51%
Governing Body	$537,800	$57,892	$479,908	11%
Police	$924,651	$609,351	$315,300	66%
Facilities	$146,913	$85,158	$61,755	58%
Administrator	$249,506	$28,241	$221,265	11%
Park & Recreation	$74,942	$45,925	$29,017	61%
Miscellaneous	$162,700	$38,250	$124,450	24%
HR	$27,600	$11,353	$16,247	41%
Planning	$172,584	$98,976	$73,608	57%

**MISC includes transfers out of general fund into MERF, Sewer, and Capital Improvemer

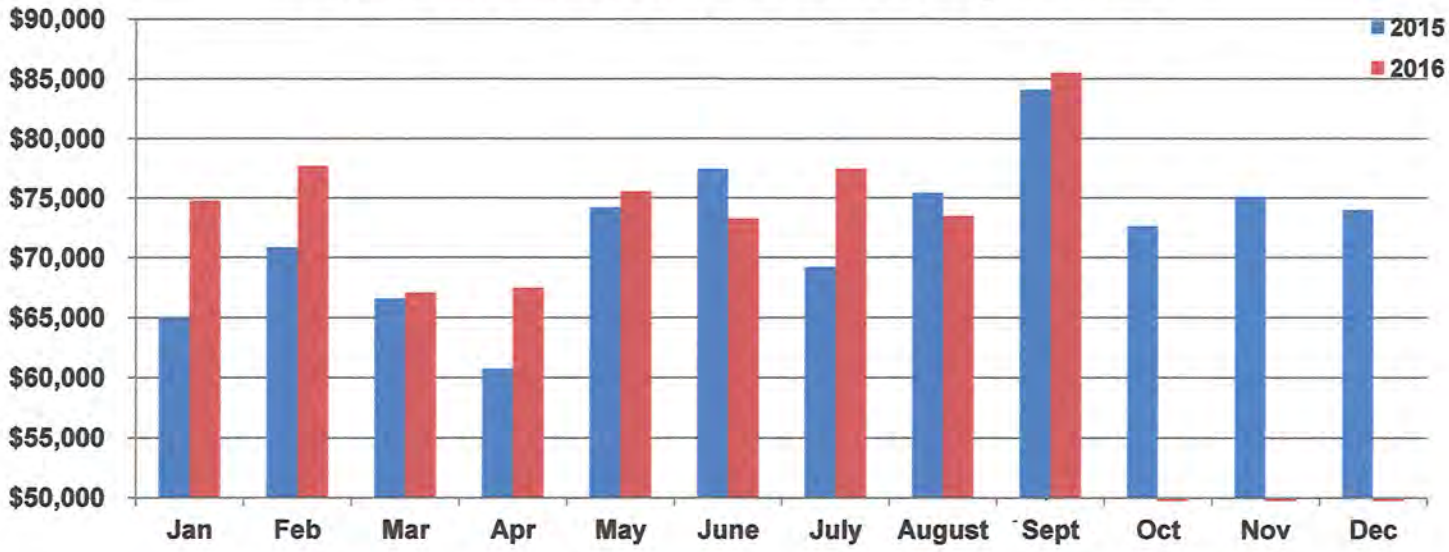
MONTHLY SALES TAX COLLECTIONS 2012-2016

	2012	2013	2014	2015	2016	Monthly Diff. '15 - '16	% Difference	2015 YTD	2016 YTD	Diff. '15 -'16	% Difference
Jan	57,962.61	55,854.63	57,521.05	64,945.65	74,803.28	9,857.63	13.2%	64,945.65	74,803.28	9,857.63	13.2%
Feb	48,668.43	50,846.50	61,331.66	70,869.41	77,689.41	6,820.00	8.8%	135,815.06	152,492.69	16,677.63	10.9%
Mar	51,596.39	50,846.50	54,298.46	66,612.89	67,094.24	481.35	0.7%	202,427.95	219,586.93	17,158.98	7.8%
Apr	42,372.82	48,009.19	59,434.83	60,756.14	67,477.32	6,721.18	10.0%	263,184.09	287,064.25	23,880.16	8.3%
May	50,639.59	53,986.75	59,679.42	74,209.84	75,539.09	1,329.25	1.8%	337,393.93	362,603.34	25,209.41	7.0%
June	55,921.34	60,215.87	66,757.64	77,452.56	73,252.24	(4,200.32)	-5.7%	414,846.49	435,855.58	21,009.09	4.8%
July	49,304.00	56,140.33	66,800.72	69,216.07	77,432.96	8,216.89	10.6%	484,062.56	513,288.54	29,225.98	5.7%
Aug	55,484.63	60,644.35	63,635.42	75,424.27	73,491.42	(1,932.85)	-2.6%	559,486.83	586,779.96	27,293.13	4.7%
Sept	62,953.65	59,886.19	67,381.62	84,096.74	85,507.78	1,411.04	1.7%	643,583.57	672,287.74	28,704.17	4.3%
Oct	57,986.12	59,634.13	75,075.03	72,635.93				716,219.50			
Nov	59,821.88	58,067.36	69,812.32	75,123.36				791,342.86			
Dec	49,586.00	58,821.13	67,635.00	73,979.24				865,322.10			
	642,297.46	672,952.93	769,363.17	865,322.10	672,287.74						

2016 TDD $24,838.76

2015 TDD $31,717.59

2015-16 Month to Month Comparison



SOLID WASTE FUND HIGHLIGHTS

For the Month of September 2016

MONTH	2015 SOLID WASTE COUNT	2016 SOLID WASTE COUNT	% DIFFERENCE
January	1,847	1,973	6.39%
February	1,852	1,989	6.89%
March	1,866	1,995	6.47%
April	1,891	2,017	6.25%
May	1,911	2,031	5.91%
June	1,926	2,054	6.23%
July	1,932	2,065	6.44%
August	1,946	2,078	6.35%
September	1,953		
October	1,954		
November	1961		
December	1969		
AVERAGE	1,917	2,025	6.37%

MONTH	2015 SOLID WASTE BILLED	2016 SOLID WASTE BILLED	% DIFFERENCE
January	$25,963.34	$27,792.02	6.58%
February	$26,060.62	$27,985.20	6.88%
March	$26,221.64	$28,082.41	6.63%
April	$26,404.12	$28,314.15	6.75%
May	$26,756.19	$28,534.39	6.23%
June	$26,956.84	$28,775.51	6.32%
July	$27,320.41	$28,888.31	5.43%
August	$27,233.52	$29,110.07	6.45%
September	$27,376.36		
October	$27,514.14		
November	$27,701.83		
December	$27,751.72		
TOTAL	$323,260.73	$227,482.06	

MONTH	2015 AVERAGE BILL	2016 AVERAGE BILL	% DIFFERENCE
January	$14.06	$14.09	0.21%
February	$14.07	$14.07	0.00%
March	$14.05	$14.08	0.21%
April	$13.96	$14.04	0.57%
May	$14.00	$14.04	0.28%
June	$14.00	$14.01	0.07%
July	$14.14	$13.99	-1.07%
August	$13.99	$14.01	0.14%
September	$14.02		
October	$14.08		
November	$14.13		
December	$14.09		
AVERAGE	$14.05	$14.04	-0.06%

SEWER FUND HIGHLIGHTS

For the Month of September 2016

MONTH	2015 SWR COUNT	2016 SWR COUNT	% DIFFERENCE
January	1960	2077	5.63%
February	1960	2085	6.00%
March	1971	2090	5.69%
April	1997	2107	5.22%
May	2017	2121	4.90%
June	2032	2143	5.18%
July	2037	2151	5.30%
August	2055	2165	5.08%
September	2065	2165	4.62%
October	2057		
November	2065		
December	2073		
AVERAGE	2024	2123	

MONTH	2015 SWR BILLED	2016 SWR BILLED	% DIFFERENCE
January	$98,315.70	$103,888.24	5.67%
February	$99,121.87	$106,054.34	6.99%
March	$98,797.47	$104,234.00	5.50%
April	$98,845.10	$105,982.42	7.22%
May	$102,569.87	$109,140.33	6.41%
June	$103,045.89	$113,071.49	9.73%
July	$102,504.86	$115,623.70	12.80%
August	$103,973.82	$115,046.80	10.65%
September	$104,665.79	$114,661.89	9.55%
October	$105,097.52		
November	$104,622.86		
December	$103,882.70		
TOTAL	$1,225,443.45	$987,703.21	

MONTH	2015 AVERAGE SWR BILL	2016 AVERAGE SWR BILL	% DIFFERENCE
January	$50.16	$50.02	-0.28%
February	$50.57	$50.87	0.59%
March	$50.13	$49.87	-0.52%
April	$49.50	$50.30	1.62%
May	$50.85	$51.46	1.19%
June	$50.71	$52.76	4.04%
July	$50.32	$53.75	6.82%
August	$50.60	$53.14	5.02%
September	$50.69	$52.96	4.48%
October	$51.09		
November	$50.66		
December	$50.11		
AVERAGE	$50.45	$51.68	2.44%

09/19/2016 CHECK REGISTER FOR CITY OF BASEHOR
CHECK DATE FROM 09/01/2016 - 09/19/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
09/19/2016	1	1222(E)	ADVANCE INSURANCE COMPANY	GROUP AD&D/LIFE/LTD/STD INS	668.26
09/19/2016	1	1223(E)	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INS/SEPT	17,791.35
09/19/2016	1	1224(E)	DELTA DENTAL OF KANSAS	GROUP DENTAL INS/SEPT	1,433.05
09/19/2016	1	1225(E)	ETS	CITYWIDE CREDIT CARD FEES	53.76
09/19/2016	1	1226(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	401.54
09/19/2016	1	1227(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	12,794.07
09/19/2016	1	1228(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	8,675.86
09/19/2016	1	1229(E)	PITNEY BOWES RESERVE ACCT	REFILL CITY POSTAGE METER	150.00
09/19/2016	1	1230(E)	VISION SERVICES PLAN	GROUP VISION INS	456.75
09/19/2016	1	23514	BARCO MUNICIPAL PRODUCTS INC	SAND BAGS/MAINT SUPPLIES PWD	270.00
09/19/2016	1	23515	BUSHYHEAD LLC	LEGAL /FAL LAKES INCENTIVE /AUG	9,440.00
09/19/2016	1	23516	CINTAS	REFILL 1ST AID CAB/CH,PD,WWTF	254.38
09/19/2016	1	23517	CONS RURAL WATER DISTRICT #1	WATER USAGE	290.98
09/19/2016	1	23518	DENNIS DUMOVICH	MONTHLY HR SUPPORT/SEPT	500.00
09/19/2016	1	23519	GFOA	MBRSHP/OLSON/#300197524	160.00
09/19/2016	1	23520	HAYNES EQUIPMENT CO	REPAIR GRINDER PUMP/GLENWOOD	2,414.07
09/19/2016	1	23521	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/AUG-157	157.00
09/19/2016	1	23522	KANSAS STATE TREASURER	STATE MANDATED COURT FEES AUG 2016	1,541.00
09/19/2016	1	23523	LAWN TAMERS	CONTRACT MOW/BASEHOR BLVD/AUG	200.00
09/19/2016	1	23524	LCDC	LCDC MTG LUNCH/FIELDS	360.00
09/19/2016	1	23525	LEAVENWORTH ASPHALT MATERIAL	HOT MIX ASPHALT/STREET REPAIRS	1,022.64
09/19/2016	1	23526	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/WWTF & PWD	992.44
09/19/2016	1	23527	LV COUNTY PORT AUTHORITY	LCPA MTG LUNCH/FIELDS	10.00
09/19/2016	1	23528	MACALEI VESPER	YOUTH SPORTS REBATE	35.00
09/19/2016	1	23529	MCAFEE HENDERSON SOLUTIONS	CONST DRAWINGS/DRAINAGE STUDY	36,487.34
09/19/2016	1	23530	MILES EXCAVATING INC	LV RD SIDEWALK & STORM PROJECT	64,794.29
09/19/2016	1	23531	MORGAN CONTRACTORS	PAVEMENT MARKING/2016 PMP	6,460.00
09/19/2016	1	23532	PITNEY BOWES GLOBAL	POSTAGE METER LEASE/3 QTR	140.10
09/19/2016	1	23533	REGISTER OF DEEDS	MONTHLY LAREDO BILLING/AUGUST 2016	60.00
09/19/2016	1	23534	ROGER BRANDT	WELDING BOTTLE/MAINT SUPPLIES PWD	49.75
09/19/2016	1	23535	SANDS CONSTRUCTION CO	CURB & INTERSCTN REPAIRS/CRESTWD & ELM	3,100.00
09/19/2016	1	23536	SPECTRA	GLOVES/SAFETY ITEMS PWD	1,365.00
09/19/2016	1	23537	SPOTS OFF LLC	CAR WASH/BLDG INSPECT/JULY	22.23
09/19/2016	1	23538	THE MIDDLE MAN INC	CAR CHARGER/PHONE CASES/STAFF PHONE ACC	139.96
09/19/2016	1	23539	TRAINING AT YOUR PLACE	UPDATE ORDINANCES IN COURT PROGRAM	47.50
09/19/2016	1	23540	WESTAR ENERGY	ELECTRIC USAGE/STREET LIGHTS	4,126.15

1 TOTALS:

Total of 36 Checks:	176,864.47
Less 0 Void Checks:	0.00
Total of 36 Disbursements:	176,864.47

**(E)=EFT Checks-Online Payments

Lloyd Martley 9-19-16
City Administrator

Katherine M. Renn 9-19-16
Katherine Renn
City Clerk

Kristi Olson 9/19/16
Kristi Olson
City Treasurer

09/30/2016 CHECK REGISTER FOR CITY OF BASEHOR
CHECK DATE FROM 09/20/2016 - 09/30/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
09/30/2016	1	1231(E)	AFLAC	EMP CAFETERIA PLAN/SEPT	1,834.74
09/30/2016	1	1232(E)	COMMERCE	PEST CONTROL/AUG/CH,FOD,PARK,WWTF	18,581.91
09/30/2016	1	1233(E)	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	200.77
09/30/2016	1	1234(E)	KPF EFT PROGRAM	POLICE RETIRE CONTRIB/MN LIFE	6,069.25
09/30/2016	1	1235(E)	MASS MUTUAL FINANCIAL GROUP	401/457 RETIRE CONTRIB	4,308.81
09/30/2016	1	1236(E)	PITNEY BOWES GLOBAL	POSTAGE METER LEASE/3 QTR	140.10
09/30/2016	1	1237(E)	WESTAR ENERGY	ELECTRIC USAGE/STREET LIGHTS	4,126.15
09/30/2016	1	23541	ADRIANNE PARR	YOUTH SPORTS REBATE	27.50
09/30/2016	1	23542	ALLEN, GIBBS & HOULIK, LC	CONTRACT FINANCE SVCS/AUG	980.00
09/30/2016	1	23543	BASEHOR AWARDS & TROPHIES	NAME PLATE/SIMS-PLAN COMM	8.75
09/30/2016	1	23544	BRANDT FABRICATING	WELDING BOTTLE/MAINT SUPPLIES PWD	49.75
09/30/2016	1	23545	CHERYL DEGRAEVE	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23546	CODY & HEATHER SNYDER	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23547	CORY & PEGGY KRAMER	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23548	CYNDI BUSH	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23549	ERIC FISHE	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23550	ERIN & WAYLON HALING	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23551	ERIN KIRKLAND	YOUTH SPORTS REBATE X 2	55.00
09/30/2016	1	23552	JAMES ERIN	YOUTH SPORTS REBATE X 3	82.50
09/30/2016	1	23553	JENNIFER SPELLMAN	YOUTH SPORTS REBATE X 2	85.00
09/30/2016	1	23554	JESSICA CASTANEDA	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23555	KANSAS STATE TREASURER	2016 A GO BOND KDHE/DEBT SVC SCHED	3,830.00
09/30/2016	1	23556	MARK HENDERSON	YOUTH SPORTS REBATE	35.00
09/30/2016	1	23557	MATT & MISTY DUNNING	YOUTH SPORTS REBATE	27.50
09/30/2016	1	23558	MEGHAN FARRIS	YOUTH SPORTS REBATE	50.00
09/30/2016	1	23559	MELISSA BOSLEY	YOUTH SPORTS REBATE	27.50
09/30/2016	1	23560	MICHELLE SPEER	YOUTH SPORTS REBATE	27.50
09/30/2016	1	23561	MILES EXCAVATING INC	LV RD SIDEWALK & STORM PROJECT	42,490.73
09/30/2016	1	23562	NATASHA & SCOTT LARSEN	YOUTH SPORTS REBATE X 2	62.50
09/30/2016	1	23563	NICOLE PRATT	YOUTH SPORTS REBATE X 2	62.50
09/30/2016	1	23564	REBECCA & RON KEOPKE	YOUTH SPORTS REBATE	22.50
09/30/2016	1	23565	STEPHANIE ALEXANDER	YOUTH SPORTS REBATE	27.50
09/30/2016	1	23566	STEPHEN R MARSDEN	JANITORIAL SERVICE/SEPT 2016	387.00
09/30/2016	1	23567	STEVE & KATIE DOUGLAS	YOUTH SPORTS REBATE X 2	55.00
09/30/2016	1	23568	UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE/UTILITY BILLING	2,000.00
09/30/2016	1	23569	WESTAR ENERGY	AUGUST ELECTRIC CHARGES	12,630.01

1 TOTALS:

Total of 36 Checks:	98,530.47
Less 0 Void Checks:	0.00
Total of 36 Disbursements:	98,530.47

**(E)=EFT Checks-Online Payments

10-3-16
Lloyd Martley
City Administrator

Katherine M Renn 9-30-16
Katherine Renn
City Clerk

Kristi Olson 9/30/16
Kristi Olson
City Treasurer

10/07/2016 CHECK REGISTER FOR CITY OF BASEHOR

CHECK DATE FROM 10/01/2016 - 10/07/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 FIRST STATE BANK CHECKING					
10/07/2016	1	1238(E)	ADVANCE INSURANCE COMPANY	GROUP LTD/STD/ADD/LIFE	668.26
10/07/2016	1	1239(E)	ATMOS ENERGY	CITY GAS USAGE	105.37
10/07/2016	1	1240(E)	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INS/OCT	17,791.35
10/07/2016	1	1241(E)	DELTA DENTAL OF KANSAS	GROUP DENTAL INS/OCT	1,532.96
10/07/2016	1	1242(E)	PITNEY BOWES RESERVE ACCT	REFILL POSTAGE MACHINE	150.00
10/07/2016	1	1243(E)	VISION SERVICES PLAN	GROUP VISION INS	456.75
10/07/2016	1	1244(E)	WRIGHT EXPRESS	CITY FUEL CHGS/AUGUST	1,453.38
10/07/2016	1	23570	ACE PIPE CLEANING, INC	LIFT STATION MAINT/FAL LAKE	1,611.00
10/07/2016	1	23571	ARROWHEAD LAWN IRRIGATION	REIMB SPRINKLER/ROW PERMIT-JOB CANCEL	77.00
10/07/2016	1	23572	BUSHYHEAD LLC	CONTRACT LEGAL SVCS + OVER/SEPT 2016	5,460.00
10/07/2016	1	23573	CARTER WATERS CORPORATION	COLD PATCH ASPHALT	179.00
10/07/2016	1	23574	CINTAS	IVY-X CLEANSER TOWELS/PWD SAFETY	43.86
10/07/2016	1	23575	CONS RURAL WATER DISTRICT #1	CITY WATER USAGE	243.31
10/07/2016	1	23576	DONELSON CONSTRUCTION CO LLC	MAQS STREET SURFACING	298,174.15
10/07/2016	1	23577	DOUGLAS COUNTY DISTRICT COURT	CERTIFIED COURT CONVICTION #015853	9.75
10/07/2016	1	23578	DENNIS DUMOVICH	HR SUPPORT/OCT	500.00
10/07/2016	1	23579	EARL BRYANT ENTERPRISES, INC.	REPAIR AC-MCC I ROOM @ WWTF	782.00
10/07/2016	1	23580	GORDON ENERGY & DRAINAGE	STOCK PILE DIRT/CITY PARK	265.20
10/07/2016	1	23581	HEARTLAND TOW INC	TOW SV300 UNILOADER-COLEMAN EQUIP/	93.00
10/07/2016	1	23582	KANSAS ONE-CALL SYSTEMS, INC.	MONTHLY LOCATE SVC/SEPT-122	122.00
10/07/2016	1	23583	KANSAS STATE TREASURER	STATE MANDATED COURT FEES SEPTEMBER 2016	1,026.00
10/07/2016	1	23584	LEAVENWORTH ASPHALT MATERIAL	HOT MIX ASPHALT	996.92
10/07/2016	1	23585	LEAVENWORTH CITY & COUNTY	THIRD QUARTER JULY-SEPTEMBER 2016	2,003.84
10/07/2016	1	23586	LEAVENWORTH COUNTY CO-OP	DIESEL FUEL/PWD,WWTF	995.28
10/07/2016	1	23587	LEAVENWORTH COUNTY SHERIFF	BOARD BILL AUGUST 2016	605.00
10/07/2016	1	23588	MUNICIPAL CODE CORPORATION	SUPPLEMENT #5/24 COPIES	584.58
10/07/2016	1	23589	OLSSON ASSOCIATES	CONTRACT ENG SVCS-BTC,CL,PINEHURST	198.00
10/07/2016	1	23590	WILLIAM E PRAY	MUNICIPAL JUDGE SERVICES	500.00
10/07/2016	1	23591	RAY LINDSEY COMPANY	WWTF RAS/WAS PUMP REPAIRS	5,701.27
10/07/2016	1	23592	SMITH & LOVELESS INC	LIFT STATION REPAIR PARTS	589.74
10/07/2016	1	23593	RALPH SMITH	PUMP SEPTIC/FOD	245.00
10/07/2016	1	23594	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY SVCS	500.00
10/07/2016	1	23595	SPOTS OFF LLC	PATROL CAR WASHES AUGUST 2016	38.58
10/07/2016	1	23596	KIANN SPRADLIN	CITY PROSECUTOR SERVICES	700.00
10/07/2016	1	23597	THE REILLY COMPANY LLC	BUS AUTO INS CHG/ADD 2017 FORD	128.00
10/07/2016	1	23598	WESTAR ENERGY	STREELIGHTS/SEPT 2016	4,124.97

1 TOTALS:

Total of 36 Checks:	348,655.52
Less 0 Void Checks:	0.00
Total of 36 Disbursements:	348,655.52

**(E)=EFT Checks-Online Payments

10-7-16

Lloyd Martley
City Administrator

Katherine M. Renn 10-7-16

Katherine Renn
City Clerk

Kristi Olson 10/7/16

Kristi Olson
City Treasurer

City of Basehor

Agenda Item Cover Sheet

Consent Agenda Item C

Topic: Extension of agreement with Donaldson Construction for MAQS program (road resurfacing).

Action Requested: Approve Resolution 2016-20

Narrative: In 2015 the City entered into an agreement with Donaldson Construction for resurfacing our roads using the MAQS program. The agreement under Article VIII allows for one year extensions up to 5 years by mutual agreement of both parties. Both parties agreed to the pricing terms and conditions of the work to be performed for this year. Resolution 2016-20 extends the agreement for one year as required.

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

Administration Recommendation: Approve Resolution 2016-20

Committee Recommendation: N/A

Attachments: Resolution 2016-20

Projector needed for this item?

No

RESOLUTION NO. 2016-20

A RESOLUTION APPROVING AND AUTHORIZING THE EXTENSION OF THAT CERTAIN AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND DONELSON CONSTRUCTION COMPANY, LLC. REGARDING CITY'S CONTINUED PARTICIPATION IN THE MODIFIED AGGREGATE QUICKSET SURFACE (MAQS) PROGRAM

WHEREAS, the City of Basehor, Kansas has determined it is in the best interest of the City to continue participation in the Modified Aggregate Quickset Surface (MAQS) Program for management of the City's streets; and

WHEREAS, continuing participation in the Modified Aggregate Quickset Surface (MAQS) Program ensures that the pricing terms and conditions remain the same as the previous year; and

WHEREAS, the 2016 MAQS work has been completed to the City's satisfaction; and

WHEREAS, the Agreement between the City of Basehor and Donelson Construction Company, LLC requires that the City adopt a Resolution to continue participation in the Modified Aggregate Quickset Surface (MAQS) Program from year to year.

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

Section 1. That the Governing Body approves and authorizes the extension of the Agreement between the City of Basehor and Donelson Construction Company, LLC to allow the City to continue participation in the Modified Aggregate Quickset Surface (MAQS) Program.

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

PASSED by the Governing Body this 19th of October, 2016.

APPROVED by the Mayor this 19th day of October, 2016.

[SEAL]

_____
David K. Breuer, Mayor

ATTEST:

_____
Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

_____

Shannon M. Marcano, City Attorney

Exhibit A
Agreement for Professional Accounting Services

To be attached.

CITY OF BASEHOR, KANSAS

AGREEMENT BETWEEN
CITY OF BASEHOR, KANSAS
AND CONTRACTOR

2015 Modified Aggregate Quickset Surface (MAQS) Program

THIS AGREEMENT is made and entered into this 20th day of July, 2015, by and between the City of Basehor, Kansas, hereinafter the "City", and Donelson Construction Company, LLC., hereinafter the "Contractor";

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: MAQS TYPE 2 SURFACING, PAVEMENT MARKINGS, AND TRAFFIC CONTROL.

all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Basehor, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the

City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of THREE HUNDERD FIFTY-FIVE THOUSAND DOLLARS AND 00/100
DOLLARS ($355,000.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract by September 30, 2015. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-45 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time stated above.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; 2.) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and 3.) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage; 4.) it has a license and/or other permission to use the MAQS surfacing product and application system in accordance with Donelson Construction Company LLC's United States patents.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Contract shall begin from the date of the Notice to Proceed letter through the Time for Completion stated in Article III of this Agreement, with the option to extend the Contract for up to five additional one year terms by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing terms and

conditions as described herein, unless adjusted by mutual agreement of both parties. Extensions shall be approved by resolution of the City Council.

ARTICLE IX. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE X. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Basehor, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed 2 counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF BASEHOR, KANSAS

By _____
David K. Breuer
Mayor

ATTEST:

_____
Katherine M. Renn
City Clerk

APPROVED AS TO FORM:

_____
Shannon M. Marcano
City Attorney

(SEAL)

SEAL OF THE CITY OF BASEHOR, KANSAS
CORPORATE SEAL

Donelson Construction Co., LLC
Contractor

By _____

Title President

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

{32233 / 65827; 627430. }