AGENDA
BASEHOR CITY COUNCIL
April 18, 2011 7:00 p.m.
Basehor City Hall

1. **Swearing in of new Council Members**

2. **Roll Call** by Mayor Terry Hill and Pledge of Allegiance

3. **Election of City Council President**

4. **Consent Agenda** *(Items to be approved by Council in one motion, unless objections raised)*
   a. Approve Minutes March 21, 2011
   b. Approve Treasurer's Report
   c. Planning Commission Appointments

5. **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).

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

New Business

7. Determine Council Retreat Date – April 30th
8. Ordinance 589 - re-zoning request for 2705 155th St.
9. Agreement with Pepsi
10. Cash Basis Audit Resolution 2011-06

11. **City Administrator's Report**
12. **Mayor's Report**
13. **Council Members Report**
14. **Executive Session** (if needed)
15. **Adjournment**

Basehor City Council reserves the right to amend the agenda following its publication in the Basehor Sentinel newspaper. Citizens are encouraged to attend all public meetings. Updates to the agenda may be viewed at www.cityofbasehor.org

Janet Klasinski
Leavenworth County Clerk
300 Walnut, Leavenworth, KS 66048

PHONE: 913-684-0422
FAX: 913-680-1489
EMAIL: jklasinski@leavenworthcounty.org

April 8, 2011

Basehor City Clerk
P.O. Box 406
Basehor, KS 66007-0406

I, Janet Klasinski, County Election Officer of Leavenworth County, Kansas, do hereby certify the election results from the General Election held on the 5th day of April, 2011 for Basehor City:

City Council:	Travis Miles	311
	Fred Box	289
	Iris Dysart	286
	Richard R. Drennon	261
	Bill Moyer	201
	Robert "Bob" Moore	95

Witness my hand and seal this 8th day of April 2011.

Janet Klasinski

Janet Klasinski
County Election Officer

clerk:2011genelection/certifybc

Minutes
Basehor City Council Meeting
Basehor City Hall, March 7, 2010

March 7, 2011 7:00 p.m.
Basehor City Hall

1. **Approve Resolution 2011-03, Annexing Lots 1, 28, & 57 with the Cedar Falls Subdivision.**

Washington moved to approve the Resolution, scheduling a public hearing to be held at 2620 North 155th Street, Basehor, Kansas, on May 16, 2011 at 7:00 p.m. with Moyer seconding. The motion passed unanimously, 5-0.

_____
Terry Hill, Mayor

Attest:

_____
Corey Swisher, City Clerk

Minutes
Basehor City Council Meeting
Basehor City Hall, March 21, 2011

1. **Roll Call** by Mayor Terry Hill and Pledge of Allegiance.

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

Council Members present: Mayor Terry Hill, Council President Jim Washington, Iris Dysart, Bill Moyer

Council Members not present: Dennis Mertz

Staff Present: City Administrator Mark Loughry, Police Chief Lloyd Martley, City Superintendent Gene Myracle, City Engineer Mitch Pleak, City Clerk Corey Swisher, City Attorney Patrick Reavey

Media Present: Matt Erickson

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

   a. February 28, 2010 Council Minutes
   b. Treasurer's Report
   c. Ordinance No. 584 Pinehurst Lift Station Upsize Fees
   d. Falcon Lakes Drinking Establishment License

Washington moved to pull Consent Agenda item c. to be discussed and considered independently with Dysart seconding. The motion passed unanimously, 4-0. The item was then recognized as item 5b.

3. **Call to Public**

Elaine Bundy asked for the status of collection of the Glenwood subdivision connection fees.

4. **Unfinished Business**

There was none.

New Business

5. **a. Ordinance No. 586 - Commercial Sewer Rate Establishment**

Washington moved to direct staff to return to Council with a fee resolution system for review, with Moyer seconding. The motion passed unanimously, 4-0.

Washington then moved to approve Ordinance No. 586 with Moyer seconding. The motion passed unanimously, 4-0.

b. Ordinance No. 584 Pinehurst Lift Station Upsize Fees 5 b.

Washington moved to approve Ordinance No. 584, with Moyer seconding. The motion passed unanimously, 4-0.

6. Consolidated Water District #1 Excise Tax Refund

On September 10, 2010 Consolidated Water District #1 paid the City $4,007.12 in building permit fees for the construction of a water tower on 155th Street. $3,888.72 of those fees were Transportation Excise Tax. The City has since received a request from Consolidated Water District #1 to refund all of the Transportation Excise Tax. Washington moved to approve the refund of the Transportation Excise Tax contingent upon Consolidated Water District #1 successfully completing the application/painting of the approved Basehor logo on the water tower with Dysart seconding. The motion passed unanimously, 4-0.

7. Water Tower Logo Design Approval

The City had received a preliminary logo design for the now under construction 155th Street water tower. Dysart moved to approved with Moyer seconding. The motion passed unanimously, 4-0.

8. Ordinance No. 588 - Business License Requirement Amendment

On January 17th Council directed staff to amend the City's business license requirements to include the proof of payment of sales tax to the State of Kansas. Such determination shall be made by staff's review of a tax clearance certificate from the State, or other suitable proof of no delinquency presented by the applicant, or staff contacting the County Clerk and/or County Treasurer.
Dysart moved to approve the Ordinance with Moyer seconding. The motion passed unanimously, 4-0.

9. Safe Routes to Schools Grant Support Resolution No. 2011-05

Moyer moved to approve the Resolution supporting the Safe Routes to Schools Grant and directing staff to continue to explore the program with Dysart seconding. The motion passed unanimously, 4-0.

10. Property / Liability Insurance Renewal

The City's property insurance was to expire on March 31, 2011. The City's current insurance broker, Reilly & Son's through EMC Underwriters provided a renewal quote for the time frame of April 1, 2011 through March 31, 2012.

The value of the City's insured property increased due to the purchase of the Field of Dreams in 2010. However, the insurance quote received was approximately $5,000 less this year due to lack of claims.

Premium:	2010/11	2011/12
	$49,642	$44,963

The City's insurance representative J.R. Rielly, answered questions in regard to the City's property and liability insurance. Washington moved to approve the renewal with Breuer seconding. The motion passed unanimously, 4-0.

11. Proposals for Wolf Creek Parkway (158th Street to 155th St.)

Staff asked that three firms approved for design services for Wolf Creek Parkway (158th Street to 155th St.).

Washington moved to approve Affinis and PEC with Moyer seconding. The motion failed 3-2 with Hill, Moyer and Dysart opposed.

Washington then moved to select Affinis, BHC Rhodes with Dysart seconding. The motion failed 3-2 with Breuer, Moyer and Hill opposed.

Breuer then moved to approve Affinis, BHC Rhodes, Schlagel and DRG with Dysart seconding. The motion failed 3-2, with Hill, Washington and Moyer voting against.

Washington then asked if Breuer should recuse himself as he was related to an individual who worked for Schlagel. It was then determined that Breuer did not have a conflict of interest.

Breuer then moved to approve Affinis, BHC Rhodes and PEC with Moyer seconding. The motion passed unanimously, 4-0.

12. 2011 Pavement Management Contract

Moyer moved to approve the contract (not to exceed $175,000) with Washington seconding. The motion passed unanimously, 4-0.

13. City Administrator's Report

Loughry reported there had been no progress in attracting a tenant into the former Wolf Creek Marketplace building.

14. Mayor's Report

Hill announced there would be two "Meet the Candidates" forums taking place in the near future.

15. Council Members Report

There was none.

16. Executive Session

There was none.

17. Adjournment

Moyer moved adjourn at approximately 8:15 p.m. with Dysart seconding. The motion passed unanimously, 4-0.

Terry Hill, Mayor

Attest:

Corey Swisher, City Clerk

The City of Basehor

Date: April 12, 2011

To: Basehor City Council
Mark Loughry, City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: March 2011 Treasurer's Report

The attached report contains the financial summaries of the revenue and expenditure activities of the City of Basehor for the month ending March 31, 2011.

CITY OF BASEHOR
APRIL 2011 FINANCIAL SNAPSHOT

Funds

Fund	Budget	Revenues	Expenditures	% Utilized
General	$2,282,738	$931,236	$436,692	19%
Bond & Interest	$680,540	$468,621	$3,924	1%
Special Highway	$440,320	$80,555	$2,969	1%
Special Park	$10,250	$3,318	$0	0%
Sewer	$896,762	$416,714	$545,945	61%
Solid Waste	$196,100	$63,264	$29,616	15%
Municipal Equipment Reserve	$93,050	$32	$7,555	8%
Captial Improvement	$7,500	$9,523	$250	3%
Cedar Lakes Maintenance	$20,000	$3	$5,563	28%

Department

General	Budget	Expenditures	Remaining Balance	% Utilized
Administrator	$256,200	$22,947	$233,253	9%
Street Department	$214,450	$47,304	$167,146	22%
Governing Body	$59,620	$39,243	$20,377	66%
Police	$799,350	$160,684	$638,666	20%
City Facilities	$79,100	$11,246	$67,854	14%
Park & Recreation	$59,450	$6,436	$53,014	11%
Employee Benefits	$656,065	$38,433	$617,632	6%
Planning & Zoning	$179,300	$28,660	$150,640	16%
Clerk/Finance	$243,800	$79,078	$164,722	32%

City Debt

	2010	2011	% Change
General Obligation Debt	$4,795,059	$4,275,467	-12.15%
State Revolving Loans	$11,848,306	$10,313,326	-14.88%

Idle Funds

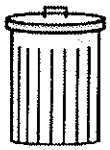
	2010YTD	2011YTD	% Change
Checking Account	$117,961	$26,760	-341%
Money Market Account	$6,271,932	$4,799,328	-31%

SEWER FUND HIGHLIGHTS

MONTH	2010 SWR COUNT	2011 SWR COUNT	% DIFFERENCE
January	1655	1679	1.43%
February	1658	1676	1.07%
March	1663	1679	0.95%
April	1666		
May	1671		
June	1674		
July	1668		
August	1670		
September	1672		
October	1671		
November	1670		
December	1676		
AVERAGE	1668	1678	1.15%

MONTH	2010 SWR BILLED	2011 SWR BILLED	% DIFFERENCE
January	57,650.02	80,781.73	28.63%
February	57,919.69	80,627.21	28.16%
March	57,968.33	80,471.02	27.96%
April	58,142.23		
May	57,035.02		
June	59,123.05		
July	58,427.72		
August	58,478.41		
September	57,767.28		
October	57,921.75		
November	57,896.98		
December	57,517.53		
TOTAL	695,848.01	241,879.96	-187.68%

MONTH	2010 AVERAGE SWR BILL	2011 AVERAGE SWR BILL	% DIFFERENCE
January	$34.83	$48.11	27.61%
February	$34.93	$48.11	27.39%
March	$34.86	$47.93	27.27%
April	$34.90		
May	$34.13		
June	$35.32		
July	$35.03		
August	$35.02		
September	$34.55		
October	$34.66		
November	$34.67		
December	$34.32		
AVERAGE	$34.77	$48.05	27.64%



SOLID WASTE FUND HIGHLIGHTS

MONTH	2010 SOLID WASTE COUNT	2011 SOLID WASTE COUNT	% DIFFERENCE
January	1,458	1,639	11.04%
February	1,463	1,635	10.52%
March	1,469	1,633	10.04%
April	1,475		
May	1,488		
June	1,493		
July	1,493		
August	1,496		
September	1,494		
October	1,492		
November	1492		
December	1487		
AVERAGE	1,483	1,636	9.31%

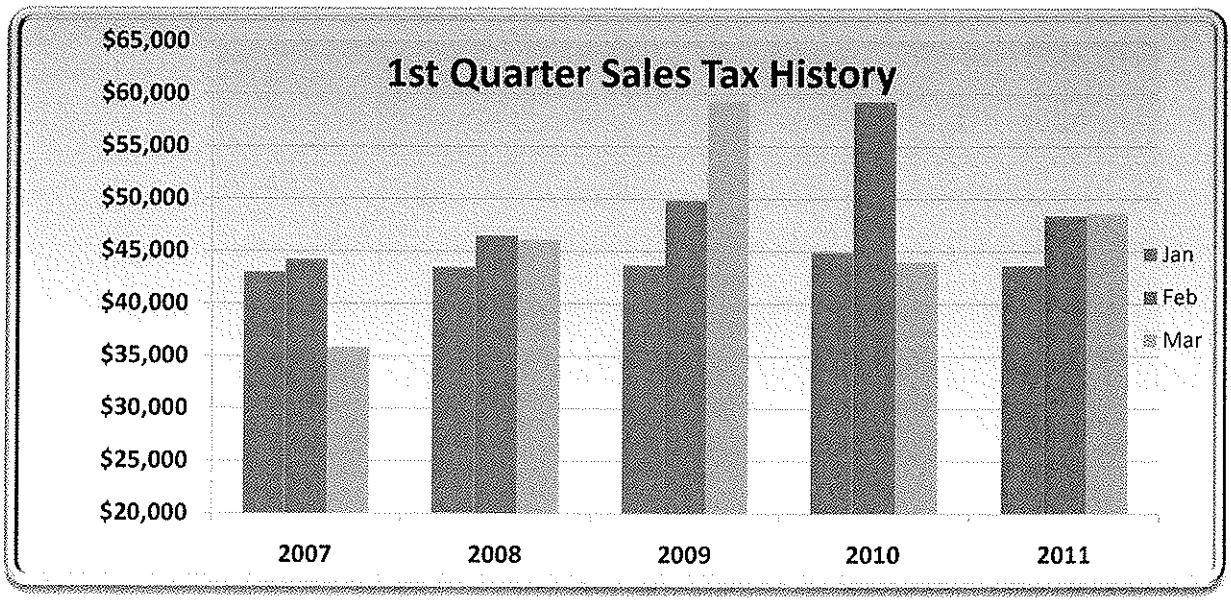
MONTH	2010 SOLID WASTE BILLED	2011 SOLID WASTE BILLED	% DIFFERENCE
January	$14,625.07	$16,413.01	10.89%
February	$14,670.04	$23,010.32	36.25%
March	$14,699.83	$22,959.12	35.97%
April	$14,762.29		
May	$14,892.23		
June	$14,959.42		
July	$14,964.73		
August	$14,995.03		
September	$14,985.04		
October	$14,974.40		
November	$14,966.07		
December	$14,899.96		
TOTAL	$178,394.11	$62,382.45	-185.97%

MONTH	2010 AVERAGE BILL	2011 AVERAGE BILL	% DIFFERENCE
January	$10.03	$10.01	-0.20%
February	$10.03	$14.07	28.71%
March	$10.01	$14.06	28.81%
April	$10.01		
May	$10.01		
June	$10.02		
July	$10.02		
August	$10.02		
September	$10.02		
October	$10.04		
November	$10.03		
December	$10.02		
AVERAGE	$10.02	$12.71	21.17%

Sales Tax 2007 - 2011

	2007	2008	2009	2010	2011	Difference '10 - '11	% Difference	2010 YTD	2011 YTD	Difference '10 - '11	% Difference
Jan	43,040.41	43,516.85	43,726.32	44,933.16	43,677.78	-1,255.38	-2.9%	44,933.16	43,677.78	-1,255.38	-2.8%
Feb	44,273.79	46,544.07	49,937.92	59,338.25	48,453.55	-10,884.70	-21.8%	104,271.41	92,131.33	-12,140.08	-11.6%
Mar	35,899.77	46,125.81	59,417.29	44,064.14	48,692.52	4,628.38	7.8%	148,335.55	140,823.85	-7,511.70	-5.1%
Apr	39,334.11	41,298.70	41,900.26	46,686.51		-46,686.51	-111.4%	195,022.06	0.00	-195,022.06	-100.0%
May	45,142.71	44,634.80	41,070.02	47,865.00		-47,865.00	-116.5%	242,887.06	0.00	-242,887.06	-100.0%
June	46,335.58	52,647.16	43,320.60	48,059.05		-48,059.05	-110.9%	290,946.11	0.00	-290,946.11	-100.0%
July	49,500.52	47,720.81	46,612.85	43,151.43		-43,151.43	-92.6%	334,097.54	0.00	-334,097.54	-100.0%
Aug	46,173.87	47,209.53	50,284.61	52,935.19		-52,935.19	-105.3%	387,032.73	0.00	-387,032.73	-100.0%
Sept	44,486.92	50,855.51	52,550.48	52,062.71		-52,062.71	-99.1%	439,095.44	0.00	-439,095.44	-100.0%
Oct	51,633.80	48,068.36	52,382.92	47,483.47		-47,483.47	-90.6%	486,578.91	0.00	-486,578.91	-100.0%
Nov	46,598.51	43,264.92	47,111.87	44,789.92		-44,789.92	-95.1%	531,368.83	0.00	-531,368.83	-100.0%
Dec	44,281.28	43,884.31	56,073.14	46,693.70		-46,693.70	-83.3%	578,062.53	0.00	-578,062.53	-100.0%
	536,701.27	555,770.83	584,388.28	578,062.53	140,823.85	-437,238.68	-921.7%				

Difference 2010 - 2011	-7,700.27	
	-5.5%	Down 2010 to 2011
2011 Budget Sales Tax	$652,496	
2011 To Date Sales Tax	$140,824	21.58%
2011 TDD Sales Tax	$188.57	
2010 TDD Sales Tax	$15,355.31	



CITY OF BASEHOR
APPLICATION FOR SERVING ON A CITY BOARD OR COMMITTEE

NAME: Kevin Istas

ADDRESS: 15510 Bradford Court, Basehor Kansas 66012

DAY TIME PHONE NUMBER: 816-918-6270 EVENING PHONE NUMBER: 913-660-9435

E-MAIL ADDRESS: KevinIstas@WaltonCore.com

PLACE OF EMPLOYMENT: Walton Construction - A CORE Company

HOW LONG HAVE YOU BEEN A RESIDENT OF BASEHOR?
8 years at above address - annexed into City

NAME OF BOARD(S) YOU ARE INTERESTED IN SERVING ON: Planning Comission

HOW MUCH TIME COULD YOU DEVOTE PER MONTH? Two Days / Month

ARE YOU RELATED TO ANYONE WHO IS CURRENTLY SERVING ON A BOARD/COMMITTEE? No

IF YES, EXPLAIN:

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMITTEE FOR THE CITY OF BASEHOR.
In my opinion, Basehor has the unique opportunity of quickly becoming a hub for relocation for residents of all ages. I would like to apply my education and 30 years of work experience to help the community develop into its full potential as a premier Kansas City suburb and the best choice for residents to live, work and play.

PLEASE LIST ANY GROUPS OR ACTIVITIES THAT YOU PARTICIPATE IN, OR HAVE PREVIOUSLY PARTICIPATED IN, THAT DEMONSTRATE YOUR INVOLVEMENT IN THE COMMUNITY.
Leadership Kansas (Class of 2010) - Kansas Chamber.
Kansas City Labor Management Council (Chairman - Management)
iBuilt Showcase & Crayons to CAD (Volunteer 2010 & 2011)

SIGNATURE: [signature] DATE: 3/9/11

Thank you for your interest in serving on a Board/Commission. It is rewarding to see individuals who are willing and able to commit their time and energy to make the City of Basehor a better place to work, live and play.

KEVIN W. ISTAS

LEED AP, DBIA, CDP, ICC, CHC, CHFM

15510 Bradfort Court
Basehor, Kansas, 66012

Home: (913) 660-9435
Mobile: (816) 918-6270
E-mail: KevinIstas@yahoo.com

QUALIFICATIONS

My professional history reflects a lifelong career in the construction industry with progressive experience through the managerial ranks culminating in my current role - executive management. My career has given me exposure in several facets of construction, specifically, real estate development, facility management and contract management. I have a sustained reputation and proven record of customer satisfaction, repeatedly exceeding project goals and expectations, honoring commitments, achieving bottom-line financial goals, ensuring informed communications, and delivering quality products under tight schedules. My peers regard me as a vigilant results-oriented professional possessing the firm resolve and honed skills to effectively target and prioritize needs, ensuring successful project completions and the preservation of relationships for future endeavors.

EDUCATION

Bachelor of Science Degree in Construction Science and Management
Kansas State University College of Engineering, Manhattan, Kansas - May 1993

Bachelor of Science Degree in Economics
Kansas State University College of Agriculture, Manhattan, Kansas - May 1987

PROFESSIONAL EXPERIENCE

2007 - Present: WALTON CONSTRUCTION – A CORE Company, LLC. Kansas City, MO

SENIOR VICE PRESIDENT OF OPERATIONS – Western Region– Responsibilities include overall management oversight of office and field staff employees for the Kansas City, Dallas, St Louis and Springfield Offices with an annual volume in excess of $300M. Ranked as one of the top commercial builders in the United States by Engineering News Record (ENR), Walton Construction Operations include a wide spectrum of commercial construction involving healthcare, medical office buildings, MILCON, Corps of Engineer projects, multi-housing, major league sports stadiums, airports, aviation, warehouse distribution, mixed use retail and enclosed shopping malls, movie theatres, casinos and midrise office buildings.

Accomplishments and Responsibilities include:

- Increased bottom-line Project Fee Calls due to implementation of more efficient Project Closeout.
- Reduced aged Account Receivables from $23M to under $1.5M in a six month period.
- Coordinated with Business Development, Estimating and Marketing to obtain new projects under a multitude of contract delivery methods including Design-Built, IDIQ, AIA, ECI, and GMP.
- Implemented a Zero Incident Program (ZIP) for workplace safety.
- Implemented a system of Standard Operating Procedures including Monthly Project Financial Forecasting, Risk Analysis and Schedule Tracking to identify issues early in the building process.
- Improved customer relations through intense and dedicated focus on client service and enhanced communications at all levels of the organization.
- Coordinated a new construction project management software system (CMiC) that is integrated with company's Accounting Department for a seamless project cost tracking.
- Developed and implemented a comprehensive training program for the career enhancement of all levels of staff positions from VP's, Project Executives, Superintendents, Project Managers, Project Engineers and Administrative Assistants.
- Implemented a systematic annual employee performance review process that included a 360 degree review of key leadership positions.
- Implemented several standardized policies including (1) a company vehicle policy for field positions; (2) a company business expense and reimbursement; (3) monthly Project Status Reporting.
- Assumed the lead role with the KC Labor Management Board and The Builders Association while being signatory with the Carpenters, Laborers, Operators and Teamsters Unions which included contract negotiations and managed two (2) separate labor work stoppages in the Spring of 2009.
- Collaborated with Corporate Risk Management and Legal on bonding company on allocation, project claims, mediation, arbitration and disputes to successful and favorable resolution.
- Recruited, trained and motivated top talent while simultaneously removing lower performing staff.
- Restructuring of Warehouse and Equipment rental process.

1999 - 2007: AMC THEATRES, INC. Kansas City, MO

VICE PRESIDENT OF CONSTRUCTION OPERATIONS – Responsible for all construction, major remodel and emergency response activities for the second largest theatre chain in the world. While in this position, directly involved with over 6.5 million square feet and $750 million in retail development over an eight (8) year period. Directed a department of nine professionals and managed multiple theatre construction, remodel and repair projects throughout North America, Europe, and Asia. Responsible for contract negotiations, landlord representation of turn-key construction projects, budget development, fireproofing remediation as well as coordination of multiple design changes during the construction phase. Provided facility due diligence for company acquisitions, interfaced with executive level operations personnel while remaining attentive to research and development of new products and technology. Developed and implemented a comprehensive approach to incident management for major disasters and other emergencies. Position required ongoing situational reporting, analysis, financial controls and interdepartmental coordination with C-Level staff of Finance, Marketing, Legal, Properties, Real Estate, Facilities, and Theatre Operations. Position required extensive travel with 24 hour – on call status to provide the first line of emergency response to activate and deploy specialized resources on a national and international level.

1997 - 1999: MBK CONSTRUCTION, Irvine, CA

CONSTRUCTION MANAGER / PROJECT MANAGER – My position was accountable for the selection, solicitation and buyout of subcontractor bids. I managed owner/architect progress meetings, the projects financial reporting processes and the development of project schedules. Prepared change orders and pay requests; coordinated construction documents; interacted with theatre operations and municipality officials. Managed multiple owner design changes and provided field supervision for megaplex theatre projects in Kansas City, Phoenix, Charlotte and Houston.

1993 – 1997: BLACK & VEATCH INTERNATIONAL - Overland Park, KS & Kuala Lumpur Malaysia

LEAD FIELD PROJECT PLANNER - Responsibilities included development and monitoring the project CPM schedule, quality control, construction/engineering progress reporting, and training of field construction personnel on a 130 MW combined-cycle conversion power plant in Melaka, Malaysia; a 440 MW simple-cycle power plant in Port Dickson, Malaysia and other coal-fired and diesel-fired power plants throughout Southeast Asia and the Caribbean.

1990 – 1993: C.L. CANFIELD CONSTRUCTORS INC. - Topeka, KS

PROJECT MANAGER - Responsibilities involved the engineering, procurement, construction, and maintenance of traffic signals, high-mast lighting systems, as well as the first two high-speed weigh-in-motion systems installed in the state of Kansas for the Kansas Department of Transportation. Full time and part time position held while pursuing a B.S. degree in Construction Management at KSU.

1987 - 1990: VOLUME SHOE CORPORATION (PAYLESS SHOESOURCE) -Topeka, KS

CONSTRUCTION PROJECT MANAGER / FINANCIAL ANALYST - Responsibilities included the development of construction budgets, reviewing and coordinating construction documents, contract negotiations, operations scheduling and site inspections. My position coordinated the design, testing and implementation of a remodel prototype. Developed and implemented critical path schedules for remodel construction phases. Developed and implemented construction cost tracking system, project priority ranking policy and subsequent budgets for national remodel program. Identified as the Quick Response Individual (QRI) to travel to and coordinate natural disaster rebuilding programs for retail facilities during the 1987 Los Angeles and 1989 San Francisco earthquakes.

Professional Designations, Certifications and Organizations

- US Green Building Council – LEED NC Accredited Professional
- Design Build Institute of America – DBIA Certification and Professional Designation
- International Council of Shopping Centers - CDP Certification and Professional Designation
- American Hospital Association – Certified Healthcare Constructor (CHC) Professional Designation
- American Hospital Association – Certified Healthcare Facility Manager (CHFM) Professional Designation
- American Institute of Constructors (AIC) - Constructor Level Professional Designation
- Occupational Safety and Health Association – OSHA 10 and 30 Hour Certification
- 2006 International Building Code – ICC Commercial Building Inspectors Certification
- 2006 International Building Code – ICC Class "A" General Contractors Certification
- United States Army Corps of Engineers (USACE) - Quality Control Management Certification
- Chairman on Board of Directors for The Greater KC Area Labor Management Council
- Board of Directors for the Swope Ridge Healthcare Facility – Kansas City, MO
- Leadership Kansas – Class of 2010

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 7

Topic:

City Council Retreat Date

Action Requested:

Set a date for the City Council Retreat

Narrative:

Presented by:

Mark Loughry, City Administrator

Administration Recommendation:

Committee Recommendation:

Attachments:

Projector needed for this item?
No

Memorandum

To: The Mayor and City Council

CC: Mark Loughry

From: Cassie Schmidt

Date: 4-12-11

Re: City Council Retreat Selection

Council,

We are all excited here at City Hall to begin discussions for the future of our City. Consequently the time has arrived to start making plans for our Annual City Council Retreat. One location discussed for the retreat has been Falcon Lakes Clubhouse upper level banquet hall. Meeting time will be from 9:00am to 2:00pm with lunch provided from the Falcon's Nest.

Possible dates include:
April 23rd or 30th
May 6th, 13th or 20th.

An alternate location can be discussed in order to come to an agreement on a date in May. Falcon Lakes was not available on any Saturday in May.

Thanks to all for your time and consideration.

Cassie Schmidt

City of Basehor

April 2011

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
week	27	28	29	30	31	**April 1** April Fool's Day	2
week	3	**4** 7 pm - 9 pm City Council Meeting	**5** 7 pm - 9 pm Planning Commission Work Session	**6**	**7**	**8**	9
week	10	**11**	**12** 1 pm - 4 pm Municipal Court	**13** 4 pm - 5 pm Park Advisory Board Meeting	**14**	**15**	16 8:30 pm - 10:30 pm PRIDE City-wide clean up
week	17	**18** Federal Income Tax Due 7 pm - 9 pm City Council Meeting	**19**	**20**	**21**	**22**	23
week	24 Easter	**25**	**26**	**27**	**28**	**29**	30

Sun Mon Tue Wed Thu Fri Sat

City of Basehor,KS 2620 155th St. Basehor, KS 66007 www.cityofbasehor.org

Search

Online calendar powered by: localendar.com

City of Basehor

May 2011

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
week	1	2 7 pm - 9 pm City Council Meeting	3 7 pm - 9 pm Planning Commission Work Session	4	5	6	7
week	8 Mother's Day	9	10 1 pm - 4 pm Municipal Court	11 4 pm - 5 pm Park Advisory Board Meeting	12	13	14
week	15	16 7 pm - 9 pm City Council Meeting	17	18	19	20	21
week	22	23	24	25	26	27	28
week	29	30 Memorial Day Office Closed	31	1	2	3	4

Sun Mon Tue Wed Thu Fri Sat

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City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 8

Topic: Rezoning request for the property located at 2705 155th Street.

Action Requested: Consider Ordinance 589.

Narrative: Greg Douglas has submitted an application to rezone the property located at 2705 155th Street. In the past, the property has been used as a service station and is currently not in use. The applicant is requesting the zoning change to enable the property to be used for used automobiles sales and automobile repair services. When the property was zoned CP-1, the property owner was allowed to use the property for automobile repair services under a non-conformance use. Per the zoning regulations, once a non-conformance use has been discontinued for six (6) months or more, it can not be re-established. The property has remained vacant for over six (6) months and therefore the only uses allowed are CP-1 uses.

Staff concerns: CP-1 zoning is designed to form a seamless transition between commercial and residential use. Compared to CP-2 zoning, CP-1 zoning allows for lighter commercial use that does not have over bearing attendance for the adjacent residential properties. Additionally, CP-1 zoning limits outside storage. Certain CP-2 uses may create less desirable property values for the neighboring properties.

March 8th, 2011 the Planning Commission considered the application for rezoning. The Planning Commission unanimously voted against the application for rezoning the property to CP-2.

Presented by:
Mitch Pleak, City Engineer

Administration Recommendation:
Approve Ordinance 589.

Attachments:
4.8.11 Memo – 1 page
3.24.11 Memo – 1 page
Staff Report – 16 pages

Projector needed for this item?
No

(2705 155th Street)

ORDINANCE NO. 589

AN ORDINANCE ADOPTING PLANNING COMMISSION'S RECOMMENDATION TO DENY A REZONING REQUEST FOR PROPERTY LOCATED AT 2705 155th STREET

WHEREAS, under the Zoning Ordinance of the City of Basehor, Kansas, the Governing Body of the City of Basehor, Kansas, is given the power to amend or change the zoning on certain property within the corporate boundaries of the City of Basehor, Kansas; and

WHEREAS, the owner of property at 2705 155th Street made application to rezone the property from "CP-1" Neighborhood Business District to "CP-2" General Business District.

WHEREAS, the Planning Commission of the City of Basehor, Kansas, in compliance with the Zoning Ordinance and the Kansas Statute, K.S.A. 12-757, held a public hearing on March 8, 2011 at 7:00 o'clock p.m. in City Hall, Basehor, Kansas, and the official date and time set out was published in the Basehor Sentinel, the official newspaper, and as a result of such hearing, recommended denial of the request to rezone the property from "CP-1" Neighborhood Business District to "CP-2" General Business District.

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

SECTION 1. That the Governing Body, in making its decision on the rezoning request, considered the evidence forwarded to it by the City Planning Commission, as well as the following criteria contained in the City's Zoning Regulations and as required by Kansas law:

1. The character of the neighborhood;
2. The zoning and use of properties nearby;
3. The suitability of the subject property for the uses to which it has been restricted;
4. The extent to which removal of the restrictions will detrimentally affect nearby property;
5. The length of time the subject property has remained vacant as zoned;
6. The relative gain to the public health, safety, and welfare by the destruction of the value of a protesting citizen as compared to the hardship imposed upon the individual landowners.
7. Recommendation by planning staff or consultant; and
8. Conformance of the requested change to the adopted city comprehensive plan.

SECTION 2. That the Governing Body hereby adopts the recommendation by the Planning Commission to deny rezoning of the property located at 2705 155th Street.

SECTION 3. This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper.

PASSED by the Governing Body of the City of Basehor, and approved by the Mayor on the

_____ day of _____, 2011.

TERRY HILL, Mayor

ATTEST:

COREY SWISHER, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 4.8.11

Re: Rezoning request for the property located at 2705 155th Street.

April 4th, the City Council discussed the rezoning request for the property located at 2705 155th Street. The City Attorney suggested a special use permit. The City's zoning regulations allows special use permits in the form of a Conditional Use Permit. Per Article 11 – Conditional Uses of the City's zoning regulations, "Unless otherwise provided by this Article, only conditional uses as enumerated in Appendix A may be permitted as provided in this Article in zoning districts from which they are otherwise prohibited, when found to be in the interest of the public health, safety, morals and general welfare of the community." Automobile repair services and retail of motor vehicles are not permitted uses nor can they be considered for a conditional use permit under CP-1.

Automobile repair services is permitted under CP-2 zoning. Retail of motor vehicles may be permitted through a Conditional Use Permit under CP-2 zoning.

Since the April 4th meeting, I have discussed the rezoning request with the City Attorney. We have concluded with two directions to consider. The first direction is to rezone the property from CP-1 to CP-2. This is the current action under consideration. The second direction is to change the zoning regulations (Appendix A) to allow such uses within CP-1 in the form of a text amendment. If a text amendment is recommended by City Council, a public hearing and recommendation by the Planning Commission will be required. After the approval of the text amendment to the zoning regulations, the applicant may request a Conditional Use Permit. A public hearing, recommendation by the Planning Commission, and action by the City Council will be required.

Memorandum

To: Mr. Mayor and City Council

CC: Mark Loughry

From: Mitch Pleak

Date: 3.24.11

Re: Rezoning request for the property located at 2705 155th Street.

Greg Douglas of Douglas Brothers Construction has submitted an application to rezone the property located at 2705 155th Street. Currently the property is zoned "CP-1" Neighborhood Business District. The applicant would like the property to be used for the sales of used automobiles and automobile repair services. These services are not allowed under "CP-1". The applicant is requesting the property to be zoned "CP-2" General Business District to sell and repair automobiles within the subject property. A conditional use permit will have to be obtained to sell automobiles under "CP-2" zoning.

In the past, the property has been used as a service station. Once the property zoning changed to "CP-1", the applicant was allowed to use the property for automobile repair services under a non-conformance use. Per the zoning regulations, once a non-conformance use has been discontinued for six (6) months or more, it shall not be re-established. The property has remained vacant for over six (6) months.

March 8th, 2011 the Planning Commission considered the application for rezoning. The Planning Commission unanimously voted against the application for rezoning the property to "CP-2".

Per Article 18 of the Subdivision Regulations, City Council may: (1) override the Planning Commission's recommendation by a 2/3 majority vote; (2) return such recommendation to the Planning Commission with a statement specifying the basis for the City Council is failure to approve or disapprove; (3) Accept the recommendation by the Planning Commission; (4) Table the rezoning request.

Staff has enclosed the documentation from the action of the Planning Commission.

Staff Report

Date: March 1, 2011

Subject: **Consideration of Rezoning from "CP-1", Neighborhood Business District to "CP-2", General Business District as submitted by Douglas Brothers Construction Company, Inc for property located at 2705 N 155th Street.**

GENERAL INFORMATION

Applicant: Greg Douglas

Owner: Douglas Brothers Construction

Address: 2100 N 54th Street
Kansas City, KS 66104

Engineer: NA

SITE INFORMATION

Location: 2705 155th Street.
Current Zoning: "CP-1" Neighborhood Business District

PROJECT BACKGROUND

November 9, 2010 the applicant requested a zoning change to the subject property to allow for used automobile sales and automobile repair services. To sell used automobiles under "CP-2" zoning, the applicant will have to obtain approval for a conditional use permit defined as Motor Vehicles and Equipment – Retail. In the past, the property has been used as service station. The property is currently zoned CP-1 which does not allow automobile sales or automobile repair services. Once a non-conformance use has been discontinued for six (6) months or more, it shall not be re-established as defined by Article 13 of the Zoning Regulations. The building on the property has not been in use for over six (6) months.

STAFF ANALYSIS

FACTORS FOR CONSIDERATION:

1. **Character of the Immediate Area** – The existing character of the area is largely neighborhood businesses, residential homes, and vacant land.

2. **The Zoning and Uses of the Property Nearby** – The zoning and uses of the adjacent properties are as follows:

	Zoning	Use
North:	"CP-1"	Commercial
South:	"MU-1"	Mixed-Use

East:	"CP-1"	Commercial
West:	"CP-1"	Commercial

3. **The Suitability of the Subject Project to its Present Use** – The subject property contains one vacant building.

4. **The Extent to which Removal of the Present Zoning will Detrimentally Effect Nearby Property** – Impacts will occur with the rezoning to a "CP-2". "CP-1" districts are designed to blend in with neighboring residential housing with minimal impacts. Certain businesses in "CP-2" zoning may create hardship to surrounding housing and property values. Such impacts are:
    a. Businesses that create large amounts of noise.
    b. Storage of outside chemicals.
    c. Storage of construction materials
    d. Storage of large equipment.

5. **The length of Time the Property has Remained Vacant as zoned** – The property is not vacant. There is one building on the property.

6. **The relative Gain to the Public Health, Safety, and General Welfare due to the Approval of the Application as Compared with the Hardship Imposed on the Landowner, if any, as a Result of Denial of the Application** – Upon approval of the application, the existing building may be utilized for automobile repair services and may apply for a Conditional Permit Use for the sales of automobiles. A building that is presently not in use may be utilized. The architectural design guidelines will apply to any improvements to the building. This will be a relative gain for the general welfare of the City in reference to improvements to the property and tax dollars. Also upon the approval of the application, the property may be utilized for all other uses associated with "CP-2" zoning. Allowed uses to "CP-2" zoning may be hardship to surrounding owners in property values, standard of living for the surrounding residential property owners, and the storage of materials/equipment.

7. **The Conformance of the Requested Rezoning to the Duly Adopted Comprehensive Plan** – The Comprehensive Plan/Future Land Use Map identifies this property as commercial, but doesn't define which type of commercial district. The subject area can be considered the City's downtown. The Comprehensive Plan goal is to establish zoning to allow a mix of uses and to create areas of transition from commercial in the city center to higher density residential/row houses to traditional single-family homes (Page 26). The location and design of commercial areas must be incorporated into surrounding areas, rather than altering the character of surrounding neighborhoods (Page 37).

Recommendation by Planning Staff

If the property is rezoned to "CP-2", the property may be used for a business that does not form a seamless transition between commercial and residential uses as "CP-1" is designed to do. The general welfare of surrounding properties may endure hardships such as creating less desirable property value due to other uses allowed within "CP-2" zoning. Business allowed in "CP-2" zoning may also alter the character of surrounding properties. Staff recommends the zoning of the subject property to remain "CP-1".

(Published in the Basehor Sentinel, Thursday, February 17, 2011)

PUBLIC HEARING NOTICE
CITY OF BASEHOR
PLANNING COMMISSION

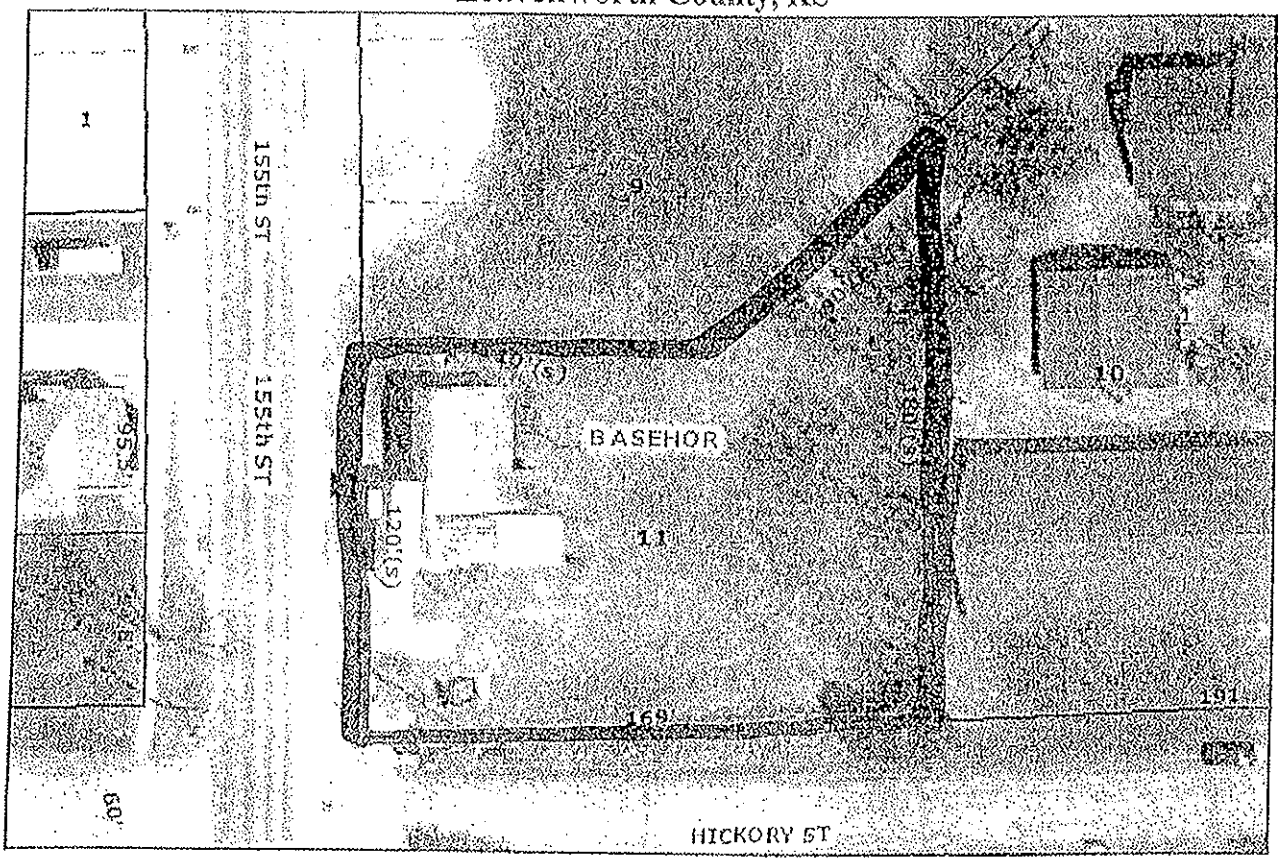
Notice is hereby given that the Planning Commission of the City of Basehor, Kansas, will hold the following Public Hearings on Tuesday, March 8, 2011, at 7:00 PM in the meeting room of City Hall, located at 2620 N. 155th Street, to consider the following item:

1. Rezone property located at 2705 N 155th Street, Basehor, KS. The property is currently zoned CP-1 and requesting CP-2 zoning.

All persons who desire to comment for or against said items are invited to appear at the time and place mentioned above. Copies of the proposed document are available for review during normal business hours at Basehor City Hall or at our website www.cityofbasehor.org. Any questions regarding items to this matter may be directed to Mitch Pleak, City Engineer at 913-724-1370.

PLANNING COMMISSION
CITY OF BASEHOR, KANSAS

Leavenworth County, KS



Parcel ID	1573502005011000	*Total Appraised Value (Used for Tax Purposes Only)*	$50,210
Owner Name	DOUGLAS BROS CONSTRUCTIONCO INC	*School District*	458
Owner Address	2100 N 54TH ST	*Tax Unit*	004
Owner City	KANSAS CITY	*Legal Description*	PT SW1/4NW1/4; BEG 805'(S)N &30'E SW COR NW1/4,N120'(S),E110'(S),NELY90'(S),S180'(S),W169' TO POB (SCALED)
Owner State	KS	*Section*	35
Owner Zip	66104	*Township*	10
Acres	0.5 Ac.	*Range*	22
Sq. Ft.	21780	*Lot*	
Book	0692	*Block*	
Page	1429	*Subdivision Name*	BASEHOR, TOWN OF

Property Address	00000 N 155TH ST	*Subdivision Plat*	B06
Property Address Zip	66007		

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 53 feet

150.00
Filing Fee

RECEIVED
NOV 0 9 2010
CITY OF BASEHOR

APPLICATION FORM

Paid ck#6910

CITY OF BASEHOR

Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Project Name & Description: 2705 N 155 Service station	Total Site Acreage	Present Zoning
Legal Description (May be attached as separate sheet)		Proposed Zoning
Project Address / General Location: 2705 N 155		Presubmittal Date
Parcel ID Number (CAMA Number)		Floor Area Classification
Property Owner Name: Douglas Bros Const Co Inc	Phone: 816-835-9692	Fax: None
Property Owner Address: 2100 N 54th KCK	City: Kansas city	State: KS Zip: 66104
Applicant's Name (if different from above): Greg Douglas	Phone: 816 835-9692	Fax: None
Applicant's Address: 2100 N 54th St	City: Kansas City	State: KS Zip: 66104
Applicant's mobile phone: 816 835-9692	Property Owner and/or Applicant's E-mail address: greg douglas 77 @ y mail . com	

APPLICATION TYPE

[ ] Annexation	[ ] Preliminary Development Plan (Submit Sheet A)
[✓] Rezoning (Submit Sheet A)	[ ] Final Development Plan (Submit Sheet A)
[ ] Conditional Use Permit (Submit Sheet A)	[ ] Lot Split
[ ] Site Plan	[ ] Preliminary Plat
[ ] Variance (Submit Sheet B)	[ ] Final Plat / Replat

PROJECT INFORMATION

Existing Use
[ ] Residential [✓] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Vacant [ ] Other _____

Proposed Use
[ ] Residential [✓] Commercial [ ] Industrial [ ] Office [ ] Agriculture [ ] Other _____

COMPLETE THIS AREA IF APPLYING FOR SITE PLAN, CONDITIONAL USE PERMIT, AND PRELIMINARY OR FINAL DEVELOPMENT PLANS (in acres)

Total Site Area	Existing Floor Area	Existing Building Footprint	Open Space Area
No. of Buildings	Proposed Floor Area	Proposed Building Footprint	Pavement Coverage

COMPLETE THIS AREA IF SUBDIVIDING PROPERTY

Proposed Number of Lots	Maximum Lot Size	Minimum Lot Size	Average Lot Size

Property Owner/Agent Consent – I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application.

x Greg Douglas
Signature Date

Office Use Only
[✓] Filing Fee $ 150.00 [ ] Received by KR [ ] # of Plans _____
[ ] Attached Legal Description [ ] Property Ownership List

SHEET A

CITY OF BASEHOR
Planning & Zoning Department
2620 N. 155th Street, PO Box 406, Basehor, KS 66007
Phone: 913-724-1370 Fax: 913-724-3388
www.basehor.org

Please respond to the following questions to the best of your knowledge (Attach additional sheets if needed)

1. Reason for This Request? The building has always been a service station, mechanic shop, body shop. Its been vacant + zoning was changed to commercial/residential

2. What Is the Suitability of Subject Property for the Uses to Which it Has Been Restricted? mechanic shop, used car lot

3. To What Extent Will Removal of Restrictions Detrimentally Affect Nearby Property? None

4. What Is the Relative Gain to the Public Health, Safety, and Welfare by the Destruction of the Value of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners? It will get more business downtown Basehor + cleanup and old building setting vacant.

5. How Does Your Request Conform with the Comprehensive Plan? currently C-P-1 requesting C-P-2

If the application is for a Development Plan (Planned Residential, Planned Industrial or Mixed Use) please provide the following additional information.

1. Please provide a statement regarding why the development plan would be in the public interest.

2. Please provide a statement with regard as to why the PUD would be consistent with the statement of Objectives for Planned Unit Development as found in Section 20-1002.

Guarantee Land Title of
Leavenworth, Inc.
430 Delaware Street
Leavenworth, KS 66048

GUARANTEE TITLE

16770
File No.

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged the grantor(s) convey(s) and warrant(s) to grantee(s) the hereinafter described real estate.

Grantor(s): James F. Nemeth, a single person

Grantee(s): Douglas Brothers Construction, Inc.

LEGAL DESCRIPTION:

A part of Lot 11 in Block 1 in the Original Town of Basehor, and a part of the abandoned right of way of the KCW & NW Railroad, and being in the Northwest 1/4 of Section 35, Township 10S, Range 22E of the 6th P.M., described as follows: Beginning at a point on East line of DeSoto Street in Town of Basehor, Kansas, said point being established and described as the point 25 feet North of point of intersection of said East line of said Street and the Southerly line of the KCW & NW Railway Right of Way, now abandoned; thence North along East line of said Street to a point on West line of Lot 11, Block 1, Original Town of Basehor, 106 feet North of Point of Intersection of said East line with the center of said right of way; thence East to center line of right of way; thence Northeasterly along said center line to its point of intersection with a line parallel to and 169 feet East of said East line of DeSota Street; thence South along said parallel line to its point intersection with the Southerly line of said right of way; thence Southwesterly along said Southerly right of way line to a point due East of point of beginning; thence West to point of beginning, EXCEPT the following tract:

continued

THE FEE SIMPLE TITLE conveyed hereby is subject to assessments, specials, restrictions and reservations of record, if any.

EXECUTED this APRIL 6, 19 94

James F. Nemeth

James F. Nemeth

STATE OF KANSAS, County of Leavenworth

On this APRIL 6, 19 94, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared James F. Nemeth, a single person

to me personally known to be the same person(s) who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal the day and year last above written.

LOIS K. FULKERSON
My Appt. Exp. 4-6-94

Lois K. Fulkerson
LOIS K. FULKERSON Notary Public

My Commission Expires:

JUNE 12, 1997

BOOK 692 PAGE 1429

CONTINUATION OF PAGE 1

LEGAL DESCRIPTION: (continued)
Beginning at a point on the East line of DeSota Street, in the Town of Basehor, Kansas, said point being established and described as the point 25 feet North of the point of intersection of said East line of said Street and the Southerly line of the KCW and NW Railway right of way now abandoned; thence North along the East line of said Street 43.67 feet to a point where the East line of DeSota Street intersects the North line of Third Street, thence East along the North line of Third Street, if extended Easterly 67.45 feet to a point where said North line intersects the Southerly line of the KCW and NW Railway right of way now abandoned; thence Southwesterly along the Southerly right of way line 60.80 feet to a point due East of the point of beginning; thence West 24.71 feet to the point of beginning.
AND ALSO conveying a part of abandoned railroad right of way adjoining Lot 11, Block 1, in the Original Town of Basehor, Kansas, described as follows: Beginning at a point on the North line of Third Street, if extended Easterly in the Town of Basehor, Kansas, said point being the intersection of said North line and the Southerly line of the KCW and NW Railway right of way now abandoned; thence Northeasterly along the Southerly line of the KCW and NW Railway now abandoned 144.45 feet to its point of intersection with a line parallel to and 169 feet East of the East line of DeSota Street; thence South along said parallel line 101.58 feet to a point where said parallel line intersects the North line of Third Street, said point being due East of the point of beginning; thence West along the North line of Third Street 101.55 feet to the point of beginning,

all in LEAVENWORTH COUNTY, KANSAS

Entered in the Transfer Record in my office this 12 day of April, 1994
Linda A. Schees
County Clerk
by Kaspiarz

STATE OF KANSAS
COUNTY OF LEAVENWORTH } SS
FILED FOR RECORD
1994 APR 12 P 12:54 PM
Dora I. Parmer
DORA I. PARMER
REGISTER OF DEEDS

CP-1 NEIGHBORHOOD BUSINESS PERMITTED USES	CP-1 NEIGHBORHOOD BUSINESS CONDITIONALLY PERMITTED USES
1. ACCOUNTING and BOOKKEEPING SERVICES	1. ADVERTISING SERVICES
2. ALTERATION, TAILORING, and GARMENT REPAIR SERVICES	2. BOARDING and ROOMING HOUSES
3. AMPHITHEATERS	3. BUSINESS NOT ELSEWHERE LISTED
4. APPAREL and ACCESSORIES -- RETAIL	4. BUSINESS ASSOCIATIONS
5. APPLIANCES (household) - RETAIL	5. CREDIT REPORTING SERVICES
6. ARCADES	6. DORMITORIES, COLLEGE
7. ART GALLERIES and STUDIOS	7. DWELLING, MULTI-FAMILY
8. ARMED FORCES RESERVE CENTERS	8. FRATERNITY and SORORITY HOUSES
9. AUDITORIUMS and EXHIBITION HALLS	9. FUNERAL and CREMATORY SERVICES
10. BAKERY- RETAIL	10. MANAGEMENT CONSULTING SERVICES
11. BARBER and BEAUTY SERVICES	11. MONASTERIES and CONVENTS
12. BANKING SERVICES	12. NEWS SYNDICATE SERVICES
13. BOOKS and STATIONERY - RETAIL	13. NURSING and REST HOMES
14. CEMETERIES and MAUSOLEUMS	14. ORPHANAGES
15. CHURCHES, SYNAGOGUES, and TEMPLES	15 RESTAURANTS, DRIVE-IN
16. CIGARETTES and CIGARS - RETAIL	16. PROFESSIONAL OFFICES NOT ELSEWHERE LIST
17. CIVIC, SOCIAL and FRATERNAL ASSOC	
18. CONFECTIONARY - RETAIL	
19. COUNTRY and ATHLETIC CLUBS	
20. CREDIT and COLLECTION SERVICES	
21. DAY CARE CENTERS (seven or more unrelated children or adults)	
22. DAIRY PRODUCTS – RETAIL	
23. DETECTIVE SERVICES	
24. DRUG and PROPRIETARY - RETAIL	

CP-1 NEIGHBORHOOD BUSINESS PERMITTED USES	CP-1 NEIGHBORHOOD BUSINESS PERMITTED USES
25. DRY CLEANING and LAUNDRY SERVICES	50. MEDICAL, DENTAL, and CHIROPRACTIC SERVICES
26. EMPLOYMENT SERVICES	51. MOTELS, HOTELS, and TOURIST COURTS
27. ENGINEERING and ARCHITECTURAL SERVICES	52. MUSEUMS
28. FARMERS MARKET	53. MUSIC SUPPLIES – RETAIL
29. FISH and SEAFOOD - RETAIL	54. PAINT and WALLPAPER - RETAIL
30. FLORIST – RETAIL	55. PARKS and PLAYGROUNDS, PUBLIC
31. GASOLINE STATIONS	56. PETS and GROOMING - RETAIL
32. GIFTS and NOVELTIES – RETAIL	57. PHOTOFINISHING, PHOTCOPYING, and BLUEPRINTING SERVICES
33. GLASS and METAL WARE - RETAIL	58. PHOTOGRAPHIC STUDIOS
34. GOLF COURSES	59. PRODUCE – RETAIL
35. GROCERIES and MEAT - RETAIL	60. PROFESSIONAL OFFICES NOT ELSEWHERE LISTED
36. HARDWARE and FARM – RETAIL	61. REAL ESTATE and ABSTRACTING SERVICES
37. HEALTH and EXERCISE SPAS	62. RESTAURANTS
38. HEARING, OPTICAL, and ORTHOPEDIC APPLIANCES	63. RETAIL TRADE NOT ELSEWHERE LISTED
39. HOBBY SUPPLIES - RETAIL	64. SCHOOLS, PRIMARY and SECONDARY
40. HOSPITALS and MEDICAL CLINICS	65. SECOND-HAND MERCHANDISE-RETAIL
41. ICE - RETAIL	66. SECURITY and COMMODITY BROKERS
42. INSURANCE AGENTS and SERVICES	67. SHOE SHINING and REPAIR SERVICES
43. INVESTMENT SERVICES	68. SOCIAL CORRECTIONAL, TREATMENT, and COUNSELING SERVICES
44. JEWELRY – RETAIL	69. SKATING RINKS
45. LABOR ORGANIZATIONS	70. STENOGRAPHIC, DUPLICATING, and MAILING SERVICES
46. LEGAL SERVICES	71. TRAVEL AGENCIES
47. LIQUOR - RETAIL	72. WATCH, CLOCK, and JEWELRY REPAIR
48. LOCKSMITH SERVICES	
49. MAGAZINES and NEWSPAPERS - RETAIL	

CP-1 NEIGHBORHOOD BUSINESS
PERMITTED USES

73. WELFARE SERVICES

74. COMMUNICATION EXCHANGE STATIONS and TOWERS

75. ZOOS, AQUARIUMS, and BOTANICAL GARDENS

CP-2 GENERAL BUSINESS PERMITTED USES	CP-2 GENERAL BUSINESS CONDITIONALLY PERMITTED USES
1. ACCOUNTING and BOOKKEEPING SERVICES	1. ADULT ENTERTAINMENT BUSINESSES
2. ADVERTISING SERVICES	2. AMUSEMENT PARKS
3. AIR CONDITIONING, REFRIGERATION EQUIP. and SUPPLIES - WHOLESALE	3. ART GALLERIES
4. ALCOHOLIC BEVERAGES - WHOLESALE	4. ARTIST STUDIOS
5. AMPHITHEATERS	5. BAKERIES - RETAIL
6. ANTIQUES - RETAIL	6. BOOKS - RETAIL
7. APPLIANCES -RETAIL and WHOLESALE	7. BUS GARAGE and MAINTENANCE
8. APPLIANCE REPAIR SERVICES	8. CONFECTIONERY - RETAIL
9. ARCADES	9. CIGARETTES and CIGARS - RETAIL
10. ARMED FORCES RESERVE CENTERS	10. DAIRY PRODUCTS - RETAIL
11. AUDITORIUMS and EXHIBITION HALLS	11. DRUG STORES
12. AUTOMOBILE REPAIR SERVICES	12. EXTERMINATING SERVICES
13. AUTOMOBILE and TRUCK RENTAL	13. CARPET CLEANING and REPAIR
14. AUTOMOBILE PARTS - RETAIL	14. FISH and SEAFOOD - RETAIL
15. BAIT SHOPS	15. FLORISTS - RETAIL
16. BANKING SERVICES	16. GIFTS and NOVELTIES - RETAIL
17. BARBER and BEAUTY SERVICES	17. GROCERIES and MEAT - RETAIL
18. BOOKS and NEWSPAPER DISTRIBUTING - WHOLESALE	18. HARDWARE and FARM SUPPLIES - RETAIL
19. BOWLING	19. HOBBY SUPPLIES - RETAIL
20. BUILDING CONSTRUCTION CONTRACTORS	20. ICE - MANUFACTURING
21. BUSINESS CONSULTING SERVICES	21. LIQUOR - RETAIL
22. BUSINESS OFFICES NOT ELSEWHERE LISTED	22. MAGAZINES and NEWSPAPERS - RETAIL
23. BUSINESS ASSOCIATIONS	23. MOTOR VEHICLES and EQUIP. - RETAIL
	24. PETS and PET GROOMING
	25. PRODUCE - RETAIL
	26. RACE TRACKS
	27. WATER STORAGE FACILITIES

CP-2 GENERAL BUSINESS PERMITTED USES	CP-2 GENERAL BUSINESS PERMITTED USES
24. BUS TERMINALS	47. FARMERS MARKET
25. CAR WASH	48. FOOD LOCKERS and REFRIGERATED STORAGE
26. CEMETERIES and MAUSOLEUMS	49. FREIGHT TERMINALS
27. CHURCHES, SYNAGOGUES, and TEMPLES	50. FUNERAL and CREMATORY SERVICES
28. CIVIC, SOCIAL and FRATERNAL ASSOCIATIONS	51. FURNITURE - RETAIL
29. COMMERCIAL and INDUSTRIAL EQUIP. - WHOLESALE	52. FURNITURE REPAIR and UPHOLSTERY SERVICES
30. CONSTRUCTION EQUIP. - RETAIL	53. FUR REPAIR and STORAGE
31. COUNTRY and ATHLETIC CLUBS	54. GARDEN and NURSERY - RETAIL
32. CREDIT and COLLECTION SERVICES	55. GASOLINE STATIONS - RETAIL
33. DEPARTMENT STORES - RETAIL	56. GOLF COURSES
34. DETECTIVE SERVICES	57. GOLF DRIVING RANGES
35. DISCOUNT STORES - RETAIL	58. GREENHOUSES
36. DRUGS and SUNDRIES - WHOLESALE	59. HARDWARE - WHOLESALE
37. DRY GOODS – RETAIL and WHOLESALE	60. HEALTH SPAS
38. DUPLICATING and MAILING SERVICES	61. HVAC EQUIP. and SUPPLIES - RETAIL
39. ELECTRICAL REPAIR SERVICES (except radio and tv)	62. HOME FURNISHINGS - WHOLESALE
40. ELECTRICAL SUPPLIES - RETAIL	63. ICE - RETAIL
41. ELECTRONIC PARTS - WHOLESALE	64. INSURANCE SERVICES
42. EMPLOYMENT SERVICES	65. INVESTMENT SERVICES
43. ENGINEERING and ARCHITECTURAL SERVICES	66. JANITORIAL SERVICES
44. EQUIPMENT and SUPPLIES FOR SERVICE ESTABLISHMENTS - WHOLESALE	67. LANDSCAPE SERVICES
45. EQUIPMENT RENTAL and LEASING SERVICES	68. LAPIDARY WORK
46. FARM MACHINERY - RETAIL	69. LAUNDERING SERVICES
	70. LAWN CARE SERVICES
	71. LEGAL SERVICES

CP-2 GENERAL BUSINESS PERMITTED USES	CP-2 GENERAL BUSINESS PERMITTED USES
72. LUMBER YARDS - RETAIL	94. RESTAURANTS
73. MAIL ORDER -- RETAIL	95. RADIO and TV STUDIOS
74. MASSAGE SERVICES	96. RESTAURANTS, DRIVE-IN
75. MEDICAL and DENTAL LABORATORIES	97. ROAD and UTILITY MAINTENANCE YARDS
76. MOBILE HOMES and ACCESSORIES - RETAIL	98. SCHOOLS - ART, MUSIC, DANCE
77. MONUMENTS - RETAIL	99. SCHOOLS, PRIMARY and SECONDARY
78. MOTELS, HOTELS, and TOURIST COURTS	100. SCHOOLS, BUSINESS
79. MOVIE DISTRIBUTION SERVICES	101. SCHOOLS, TRADE and VOCATIONAL
80. MOTOR FREIGHT GARAGING and MAINTENANCE	102. SCHOOLS, COLLEGES
81. MUSEUMS	103. SECURITY and COMMODITY BROKERS
82. NEWS SERVICES	104. SKATING RINKS
83. NURSERY PLANTS - RETAIL	105. SOCIAL, CORRECTIONAL, TREATMENT, and COUNSELING SERVICES
84. OUTDOOR ADVERTISING SERVICES	106. SPORTING GOODS -- RETAIL
85. PAINT and WALLPAPER - RETAIL	107. STADIUMS
86. PAPER and PRODUCTS - WHOLESALE	108. STUDIOS - RADIO and TV
87. PARKS and PLAYGROUNDS, PUBLIC	109. TAVERNS
88. PHOTOCOPYING and BLUEPRINTING SERVICES	110. TAXI DISPATCH and MAINTENANCE
89. PRIVATE CLUBS	111. TELE-COMMUNICATIONS EXCHANGE STATIONS
90. PROFESSIONAL EQUIPMENT and SUPPLIES - WHOLESALE	112. TELE-COMMUNICATIONS RELAY TOWERS
91. PROFESSIONAL OFFICES NOT ELSEWHERE LISTED	113. THEATERS, INDOOR
92. REAL ESTATE and ABSTRACTING SERVICES	114. TRAVEL AGENTS
93. RESEARCH and TESTING SERVICES	115. VENDING MACHINE OPERATORS - RETAIL

CP-2 GENERAL BUSINESS
PERMITTED USES

116. VETERINARIAN SERVICES - INDOOR ONLY

117. WAREHOUSING OF NONHAZARDOUS MATERIALS

118. WAREHOUSING OF HOUSEHOLD GOODS

119. WATER TREATMENT FACILITIES

120. WELL DRILLING SERVICES

121. WELFARE SERVICES

122. ZOOS, AQUARIUMS, and BOTANICAL GARDENS

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 9

Topic:
Contract with Pepsi Beverages Company.

Action Requested:
Approve contract with Pepsi Beverages Company to be the exclusive beverage provider at the Field of Dreams athletic conference to be in effect from April 1, 2011 through March 31, 2014.

Narrative:
City staff aggressively pursued an exclusive beverage associational partnership for the Field of Dreams athletic complex. Pepsi Beverages Company provided the most lucrative proposal. The Pepsi proposal will be in effect from April 1, 2011 through March 31, 2014. The City will receive $2,500 per year plus a percentage based on volume of Pepsi products sold at the facility. The contract has been reviewed and approved by the City Attorney.

Presented by:
Mark Loughry, City Administrator
Corey Swisher, City Clerk/Finance Director

Administration Recommendation:
Approve contract with Pepsi Beverages Company to be the exclusive beverage provider at the Field of Dreams athletic conference to be in effect from April 1, 2011 through March 31, 2014.

Attachments:
Pepsi Proposal.
Proposed Contract.

The City of Basehor

Date: April 12, 2011

To: Basehor City Council
Mark Loughry, City Administrator

From: Corey Swisher, City Clerk/Finance Director

Re: Agreement with Pepsi Beverages Company to serve as the exclusive beverage provider at the Field of Dreams athletic complex.

Background:

City staff aggressively pursued an exclusive beverage associational partnership for the Field of Dreams athletic complex. Pepsi Beverages Company provided the most lucrative proposal. The Pepsi proposal will be in effect from April 1, 2011 through March 31, 2014. The City will receive $2,500 per year plus a percentage based on volume of Pepsi products sold at the facility. The contract has been reviewed and approved by the City Attorney.

Staff Recommendation:

Approve contract with Pepsi Beverages Company to be the exclusive beverage provider at the Field of Dreams athletic conference to be in effect from April 1, 2011 through March 31, 2014.

Attachments:

Pepsi Proposal.
Proposed Contract.

2620 N. 155th Street
P.O. Box 406
Basehor, KS 66007-0406

913-724-1370
FAX 913-724-3388
www.cityofbasehor.org

City Of Basehor Fields Of Dreams
&
Pepsi Beverages Company

A Winning Partnership

John Randolph
March 2010

Basehor Fields Of Dreams

SIGN ON WITH THE BEST...

B rands that consumers prefer

E quipment that delivers top quality

S ervice that never lets you down

T argeted Marketing support from the BEST in the industry

Partner with Pepsi as Your BEST Beverage Choice!

Pepsi Has The Brands That Consumers Prefer

#1

Pepsi, Mountain Dew

- ✓ Clear leverageable brand strength.
- ✓ #1 Brand in C&G
- ✓ Broad and fiercely loyal consumer base
- ✓ NO Competitive Equal

#1

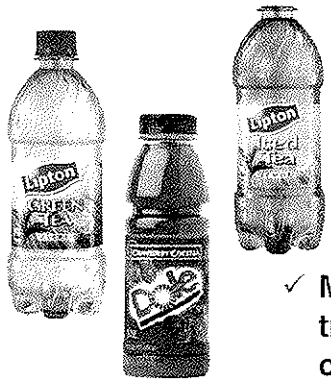
Aquafina

- ✓ #1 Bottled Water Brand Nationally
- ✓ Outsells competition 3 to 2
- ✓ Pure, High Quality Unflavored Water

There are brands that simply have no substitute and we have them…

#1

Lipton, Dole, Tropicana



- ✓ Most powerful trademark in tea category

#1

SoBe

- ✓ Innovative, healthy refreshment
- ✓ Loyal, heavy users account for 75% of volume

#1

Gatorade

- ✓ Dominates 90% category share
- ✓ Loyalists Except no substitute

- ✓ Dr Pepper and Diet Dr Pepper

#1

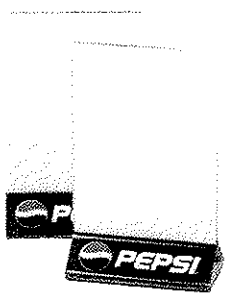
#1

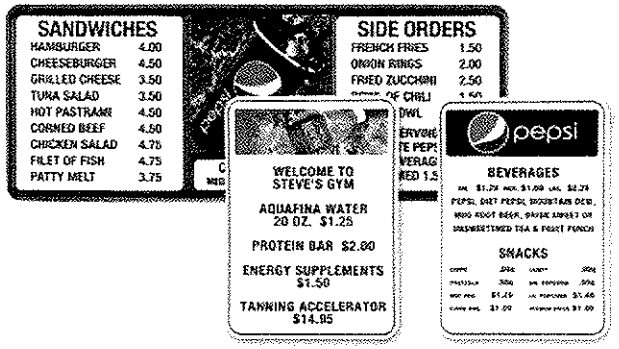
- ✓ #1 Starbucks invented RTD category

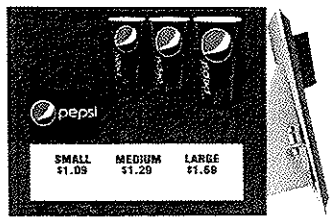
Pepsi Merchandising

Increase your sales and profits with *Pepsi Point-of-Purchase!*
Merchandising creates awareness which translates into more sales!!

Tumblers	Danglers	Menu boards
Table Tents	Cup Holders	Custom Banners
Clocks	Dry Erase Board	

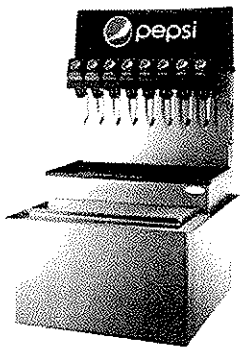


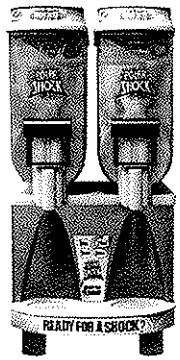


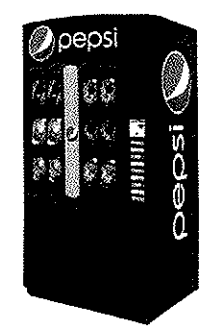


Equipment and Service

- State of the art equipment for all your needs including fountain and bottle/can.
- Unparalleled service and delivery.
- Tell-sell ordering process by our state-of-the-art Pepsi Direct Customer Service Center.
- Delivery is a "One Stop Shop" including: Fountain Products, Cups, CO2, Bottles and Cans
- Pepsi installation and service is FREE!







Magnum HVV

Marketing/Rebate Funding

Pepsi Beverages Company will pay a yearly marketing payment of $2,500 to City Of Basehor Fields Of Dreams 1st payment to be made with in 60 days upon signing of the agreement

Pepsi Beverages Company will pay City Of Basehor Fields Of Dreams a rebate
amount of $3.00 per case on 20 ounce product CSD/Gat

Pepsi Beverages Company will pay City Of Basehor Fields Of Dreams
a rebate amount of $1.50 on 20 oz Water

Pepsi Beverages Company will pay City Of Basehor
a rebate of $1.50 per gallon on all fountain products sold.

Pepsi 3 Year Proposal

	5 Year Total
✓$2,500 Annual Marketing Payment (Marketing Funds paid 45 days after singing of agreement year 1)	$12,500
✓$1.50 rebate on all Polar Shock gallons (Estimated 200 gallons/year) ($300/Year)	$1,500
✓ $3.00 rebate on cases of CSD/Gatorade bottles (Estimated 550 cases/year) ($1650/Year)	$8.250
✓ $1.50 rebate on 20 oz. Aquafina (Estimated 100 cases/year) ($150/year)	$750.00

Total Partnership over 5 years: **$23,000**

* Rebate monies based on current volume

Assumptions

- This proposal shall expire in 30 days of the presentation date
- By entering into this proposed agreement, Pepsi shall receive no less than 100% exclusivity on all non-alcoholic beverage sales over the 5-year term of the agreement
- All Pepsi-distributed products must be purchased through and delivered by Pepsi Beverages Company. This includes any and all Pepsi branded or distributed products that may be available for sale at Sam's, Costco, or any other grocery, retailer or third party provider.
- Pepsi-owned equipment may be used only for Pepsi brands and Pepsi distributed products.

Next Steps

- Agree on a Partnership
- Sign an Exclusive Agreement
- Start growing your business with Pepsi

BEVERAGE AGREEMENT

This Beverage Agreement (the "Agreement") is made this day of January 31st, 2011 by and between Bottling Group, LLC on behalf of its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("Pepsi") with offices located at 1775 KC Rd Olathe Kansas 66061 and the City Of Basehor with offices located at 2620 N 155th Street Basehor Kansas 66007.

WHEREAS, Customer and Pepsi each desire that Pepsi, through its Brands (as hereinafter defined), serve as the sole, exclusive and official Beverage (as hereinafter defined) supplier, distributor and advertiser of Customer at each and every location owned and operated, controlled or utilized by the Customer including, but not limited to, each and every location, Beverage fountain and vending location, special events area, concession vending area, or any and all other areas and locations that serve concessions to the general public and become operational during the term of this Agreement (the "Facilities"). A list of current Facilities is set forth on Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants Pepsi and Customer hereby agree as follows:

1. Beverages shall be defined as any and all non-alcoholic drinks except hot brewed coffee, and hot brewed tea and milk.

2. Brands shall mean any and all Beverages sold and distributed by Pepsi and any and all Beverages Pepsi may sell or distribute in the future including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, teas, energy drinks, sports drinks, or isotonic drinks, bottled waters and bottled coffees.

3. Subject to the renewal provisions set forth herein below, the term of this **(3) Three** year Agreement shall commence on **April 1, 2011** and terminate on **March 31st, 2014**, or when Customer has purchased a total of 1250 gallons and 2800 cases (the "Benchmark Requirement"), whichever comes last ("Term"). All funding provided by Pepsi in Paragraph 5 of this Agreement shall terminate on **March 31, 2014** however, Customer shall be required to honor the terms and conditions of the Agreement until the Benchmark Requirement has been met. "Year" shall mean each 12-month period during the Term beginning with the first day of the Term or an anniversary thereof.

(Benchmark) 300 self serve cases of 20 oz/Aquafina, 1650 self serve cases of 20 oz PET products, or a combined total of 1,950 Bottle cases.

4. Customer grants to Pepsi the right of first refusal to serve as the sole, exclusive and official Beverage sponsor, supplier, distributor, advertiser and promoter to Customer and the Facilities for the **One (1)** year period immediately following the expiration of this Agreement upon such conditions as the parties mutually agree. In a Right of First Refusal, Customer may accept Pepsi's proposal without competitive bidding, or in the alternative, Pepsi will be given the right to match any competitive offer made.

5. In exchange for Customer's **Three (3) year** commitment and other valuable consideration and upon full execution of this Agreement, the parties agree as follows:

a. Pepsi agrees to pay Customer a total marketing fund payment of **Two Thousand Five Hundred ($2,500.00) Dollars** in each year of the agreement (the "Annual Marketing Fund"). The first such payment in the amount of will be made within Forty Five (45) days after full execution of this Agreement in year one. Year's 2-3 payment will be made on the anniversary date of this Agreement during the Term.

b. Pepsi shall provide Customer with annually published recreational pricing for Bottle and Can products, and annually published local fountain pricing for all postmix product.

c. Pepsi agrees to pay Customer a marketing rebate on all fountain product purchased by the Customer in any given year during the Term. Rebate Structure is as follows:

   $1.50 per gallon on all BIB purchased

d. Pepsi agrees to pay Customer a marketing rebate on all 20oz cases purchased by Customer in any given year during the Term. Rebate structure is as follows:

   $3.00 per case on all Gatorade/CSD 20oz product

   $1.50 per case on all Aquafina 20oz Water and/or Energy products

Rebate payments shall be made within sixty (60) days after the end of each year of this Agreement based on the immediately prior year's purchases.

h. Pepsi reserves the right to increase product prices up to **four percent (4%)** per year during the Term.

6. All payments, including the value of donations, made by Pepsi to Customer under Paragraph 5 of this Agreement shall be deemed earned at an equal prorated rate per month for the purposes of this Agreement, notwithstanding the date of actual payment.

7. Customer hereby licenses and appoints Pepsi, through its Brands, as the sole, exclusive and official Beverage supplier, distributor and advertiser of Customer and the Facilities. Customer shall cause the Brands to be exclusively available at the Facilities and no Beverages or Beverage related items including, but not limited to, cups or premium items, that compete with or are the same as or similar to the Brands shall be made available, advertised and/or promoted at the Facilities or by Customer.

8. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive Beverage associational relationship with Customer with respect to an exclusive Beverage supply and distribution program and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, in the event another person or entity attempts, without Pepsi's explicit consent, to associate Beverages that compete with or are the same as or similar to the Brands ("Competitive Products") with Customer or to suggest that Competitive Products are endorsed by or associated with Customer by referring directly or indirectly to Customer (all of which actions described herein are sometimes referred to as "Ambush Marketing"), Customer will promptly oppose such actions and cooperate with Pepsi's efforts to stop the Ambush Marketing and to protect the exclusive associational rights granted to Pepsi in this Agreement. In the event any such Ambush Marketing occurs during the Term or any renewal thereof, immediately upon learning thereof, each party shall notify the other party hereto.

9. All art work and logo sheets to be used in any advertisements, signage and press releases promoting the Brands are subject to the prior mutual approval of Pepsi and Customer, with neither party unreasonably withholding such approval.

10. Except as may otherwise be required by this Agreement, law or legal process, no party shall disclose to any third party the terms and conditions of this Agreement.

11. Except if prohibited by law, during the entire Term, Pepsi shall provide and supply Customer with all necessary equipment to dispense the Brands at the Facilities without charge; provided that all Beverages are supplied to Customer and the Facilities by Pepsi as set forth above and that the only products dispensed from such equipment are the Brands. Pepsi will provide service on all equipment without charge to Customer. All rights, title and interest in all Pepsi equipment supplied to Customer shall at all times remain with Pepsi.

12. Customer represents and warrants to Pepsi that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement on behalf of Customer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Customer. Customer also agrees that at no time will it challenge, contest, disclaim or deny the authority of the individual signing this Agreement on behalf of Customer or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign this Agreement on behalf of Customer. Further, Customer guarantees and warrants that the execution, delivery and performance of this Agreement by Customer will not and does not violate any agreements with or the rights of third parties.

13. In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

14. If Customer fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Pepsi may terminate this Agreement. If this Agreement is terminated for any reason, Customer agrees to return to Pepsi a pro rata portion of all monetary payments, including the value of donations, made to but not earned by Customer under Paragraphs 5 of this Agreement. Further, any such breach by Customer shall be deemed as authorization to Pepsi to allow Pepsi immediate access to the Facilities to take possession of each and every piece of Pepsi's equipment without any claim of trespass.

15. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

16. It is mutually understood and agreed, and it is the intent of Pepsi and Customer that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement: that employees of Customer are not, nor shall they be deemed to be, employees of Pepsi; and, that employees of Pepsi are not nor shall they be deemed to be employees of Customer.

17. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party in whole or in part, whether voluntarily or by operation of law, except by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

18. This Agreement fully expresses the entire understanding of Pepsi and Customer. Any and all prior understandings are hereby canceled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Pepsi and Customer, by legally authorized officials thereof.

19. Pepsi acknowledges and understands that Customer is subject to the Kansas Cash Basis Law, which means the Customer is only obligated to pay under the Agreement if the funds for said payments have been budgeted and appropriated for each year of the Agreement, or the funds are made available from any lawfully operated revenue producing source of Customer. Nothing stated herein shall be construed as Customer entering into this Agreement in violation of said law, or suggesting Customer is agreeing to something not permitted by the law. If this Agreement is terminated due to Customer's inability to purchases the Brands as described herein, Customer shall immediately return all equipment to Pepsi and reimburse to Pepsi the unearned portion of the Annual Marketing Fund paid in the Year in which the Agreement is terminated, the amount of such reimbursement based on the number of months remaining in the Year at the time such termination occurs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

City Of Basehor

By: _____

Name: _____

Title: _____

Botting Group, LLC

By: _____

Name: _____

Title: _____

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 10

Topic:
Cash Basis Audit Resolution 2011-06

Action Requested:
Approve Resolution 2011-06 allowing for a cash basis audit to be performed for an amount not to exceed $8,950.

Narrative:
On December 20, 2010 the Basehor City Council directed staff to prepare a contract for services with Lowenthal, Webb and Oderman to perform the City's annual audit. The firm offered two options:

Cash Basis - $8,950
GAAP - $17,900

Presented by:
Mark Loughry, City Administrator
Corey Swisher, City Clerk

Administration Recommendation:
Approve Resolution 2011-06 allowing for a cash basis audit to be performed for an amount not to exceed $8,950.

Attachments:
K.S.A 75-1120a
Cash Basis Audit Resolution 2011-06

The City of Basehor

Date: April 12, 2011

To: Basehor City Council

From: Corey Swisher, City Clerk

Re: Cash Basis Audit Resolution 2011-06

Background:

On December 20, 2010 the Basehor City Council directed staff to prepare a contract for services with Lowenthal, Webb & Oderman to perform the City's annual audit. The firm offered two options:

Cash Basis – $8,950
GAAP - $17,900

In 2010 the City paid $16,460 for the annual audit that was in conformity with GAAP.

Terms:

GAAP - A combination of authoritative standards (set by policy boards) and simply the commonly accepted ways of recording and reporting accounting information. GAAP are used to establish a minimum level of consistency in the financial statements used when analyzing municipal solvency. GAAP cover such things as revenue recognition and balance sheet item classification.

Cash Basis – The essence of the Kansas cash basis law is that no indebtedness should be created against a fund unless there is cash available in that fund available to pay the debt at once. Revenue that is to be received later is not considered. The fact that the actual payment of the obligation will be deferred is also not considered.

Current Situatiuon:

The City has the opportunity to prepare the audit according the cash basis and budget laws of the State of Kansas to obtain reasonable assurance that financial statements are free of material misstatement. K.S.A. 75-1120a(a) require municipalities to use GAAP in the preparation of their financial statements and reports. Except for community colleges, the governing body of any municipality may waive its statutory GAAP requirement. If the municipality waives the GAAP requirement, K.S.A. 75-1120a(C)(1) requires that the municipality present financial statements and reports prepared on the basis of cash receipts and

disbursements as adjusted to show compliance with the cash basis and budget laws of Kansas.

To waive the GAAP requirement, the governing body must pass a resolution. The resolution must:

1. Be adopted each year. This is a matter to be decided each fiscal year.
2. Clearly identify the fiscal year to be waived.
3. Contain wording substantially similar to that specified in K.S.A. 75-1120a(c)(1)

In the past the City of Basehor has waived the GAAP requirements. Utilizing the GAAP waiver is significantly less expensive and requires less staff time. It is the opinion of the City's current auditor's (Lowenthal, Webb & Oderman) and staff that preparing a GAAP compliant annual audit offers the City little or no benefit.

Staff Recommendation:

Approve Resolution 2011-06 allowing a cash basis audit to be performed for an amount not to exceed $8,950.

Attachments:

K.S.A. 75-1120a(c)(1).
Resolution 2011-06

75-1120a

Chapter 75.--STATE DEPARTMENTS; PUBLIC OFFICERS AND EMPLOYEES
Article 11.--MUNICIPAL ACCOUNTING BOARD

75-1120a. Uniform system of fiscal procedure, accounting and reporting for municipalities; use of generally accepted accounting principles; waivers, when. (a) Except as otherwise provided in this section, the governing body of each municipality, as defined in K.S.A. 75-1117, and amendments thereto, shall utilize accounting procedures and fiscal procedures in the preparation of financial statements and financial reports that conform to generally accepted accounting principles as promulgated by the governmental accounting standards board and the American institute of certified public accountants and adopted by rules and regulations of the director of accounts and reports.

(b) The governing body of any municipality, which has aggregate annual gross receipts of less than $275,000 and which does not operate a utility, shall not be required to maintain fixed asset records.

(c) (1) The director of accounts and reports shall waive the requirements of subsection (a) upon request therefor by the governing body of any municipality. The waiver shall be granted to the extent requested by the governing body. Prior to requesting the waiver provided for in this subsection, the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality. No governing body of a municipality shall request the waiver or adopt the resolution authorized under this subsection if the provisions of revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality require financial statements and financial reports to be prepared in conformity with the requirements of subsection (a). The governing body of any municipality which is granted a waiver under this subsection shall cause financial statements and financial reports of the municipality to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash-basis and budget laws of this state.

(2) The provisions of this subsection do not apply to community colleges.

(d) The director of accounts and reports shall waive the requirements of law relating to the preparation and maintenance of fixed asset records upon request therefor by the board of trustees of any community college. The waiver shall be granted to the extent and for the period of time requested by the board of trustees. Nothing contained in this subsection shall be construed so as to exempt any community college from compliance with the provisions of K.S.A. 71-211, and amendments thereto, which requires the use by all community colleges of a standardized and uniform chart of accounts.

History: L. 1978, ch. 334, § 5; L. 1979, ch. 279, § 1; L. 1981, ch. 327, § 1; L. 1982, ch. 348, § 1; L. 1994, ch. 274, § 7; July 1.

RESOLUTION NO. 2011-06

WHEREAS, the City of Basehor, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2010 to be prepared in conformity with the requirements of K.S.A 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Basehor City Council or the members of the general public of the City of Basehor, Kansas; and

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A 75-1120a(a) for year ended December 31, 2010.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of City of Basehor, Kansas, in regular meeting duly assembled this 18th day of April, 2011 that the Basehor City Council requests the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to the City of Basehor for the year ended December 31, 2010.

BE IT FURTHER RESOLVED that the Basehor City Council shall cause the financial statements and financial reports of the City of Basehor to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this 18th day of April, 2011.

_____
Terry Hill, Mayor

Attest:

_____
Corey Swisher, City Clerk

APPROVED AS TO FORM:

_____

Patrick G. Reavey, City Attorney

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
602 FEDERAL BUILDING
601 E. 12TH STREET,
KANSAS CITY, MISSOURI 64106-2824

REPLY TO
ATTENTION OF

April 7, 2011

Real Estate Division

SUBJECT: U. S. Army Reserve Center Land Acquisition

Mayor Terry L. Hill
2620 North 155TH Street
Basehor, Kansas 66007

Dear Mayor Hill,

The U.S. Army Corps of Engineers Kansas City District is in the process of identifying potential sites in the Wyandotte/Johnson/Leavenworth County target area for the development of one Army Reserve Center as part of the 2012 Military Construction Army Reserve Program. The target geographic area initially identified includes your jurisdiction.

Land requirements for this project are approximately a 15 net buildable acre site. Site selection criteria will include cost, access, existing available infrastructure, terrain, site layout efficiency, surrounding land uses, zoning, proximity to our citizen soldiers and other factors. The intent is to develop a campus style setting for the facility in a light manufacturing/commercial area while avoiding educational facilities and predominately-residential surroundings. A minimum of three sites will be identified for screening by the Army Reserve Site Selection Team for a final selection.

To the extent possible, the process will encourage open competition from interested landowners. We will be utilizing commercial real estate brokers in the area, public notification as well as other means to gather information and develop a preliminary list of potential sites. Your input regarding potential sites and your economic development plans would be greatly appreciated.

In the event that a site within your community is selected for final consideration, we will contact you again to schedule a meeting. At that time, we will provide information regarding design, operations, and other aspects of our Army Reserve Centers. At that time we can also address any community concerns you may have or are aware of.

The U. S. Army Corps of Engineers, serving as the real estate agent and design and construction managers for the U.S. Army Reserves is pleased to participate in this important program and to bring our citizen soldiers serving in your community and surrounding areas more effective, up to date facilities in which to train. If you have questions, thoughts or concerns regarding our site selection effort at this point, please contact Mr. Darren Jones. He may be reached at (816) 389-3020 or by email at darren.r.jones@usace.army.mil or at the letter head address noted above.

Sincerely,

Greg G. Wilson,
Chief, Real Estate Division

Cc: 88TH Regional Support Command,
(Attn: Mike Guenther) Ft. McCoy, WI

City of Basehor
Outstanding Accounts Receivable

Invoice Mailed to	Amount Owed	Invoice Date	Bill Services	Project	Date to Send if Unpaid in 10 Days	Date Sent LVCO
Jason Gorup	2572.14	7/24/2007	Engineer Fees	Funeral Home	Sent to State Setoff Program	
Gregory Chism	80.73	9/14/2007	Mowing fees	Code Enfcmnt.	Sent to State Setoff Program	
Mike Falkner	348.75	4/8/2008	Engineer Fees	Pinehurst Est.	Sent to State Setoff Program	
Option One	366.75	6/4/2008	Mowing fees	Code Enfcmnt.	Sent to State Setoff Program	
Gerald Cooper	0.00	5/11/2009	Demolition	In full 9/21/10	1/2 paid on 1-21-2010	7/21/2009
Benchmark-Code Enf.	538.85	12/4/2009	Mowing fees	Code Enfcmnt.	letter sent 4-1-10	8/31/2010
RAKD LLC	498.00	7/9/2009	Mowing fees	Code Enfcmnt.	Sent to Add Valore Taxes	1/22/2010
Melody Gorup	268.50	7/9/2009	Mowing fees	Code Enfcmnt.	Bankruptcy	
Quinton's Properties	294.00	7/9/2009	Mowing fees	Code Enfcmnt.	Sent to Add Valore Taxes	1/22/2010
Red Barn Homes	294.00	7/9/2009	Mowing fees	Code Enfcmnt.	Sent to Add Valore Taxes	1/22/2010
John & Heather Frank	247.00	8/25/2009	Mowing fees	Code Enfcmnt.	Sent to Add Valore Taxes	1/22/2010
James & Doris Hill	0.00	5/25/2010	Mowing fees	Code Enfcmnt.	Miller Properties paying	
Metzger Meadows, LL	945.00	5/25/2010	Mowing fees	Code Enfcmnt.	Sent to Add Valore Taxes	8/31/2010
RAKD LLC	598.00	5/25/2010	Mowing fees	Code Enfcmnt.	Sent to Add Valore Taxes	8/31/2010
CodeEnf.Abatnt./Haye	1125.71	5/25/2010	Code Violation	Code Enfcmnt.	Sent to Add Valore Taxes	8/31/2010
David Hall-1503 150th	1475.25	6/1/2010	Code Violation	1503 N. 150th S	Sent to Add Valore Taxes	8/31/2010
Quinton's Properties	267.75	6/1/2010	Code Violation	Honey Creek	Sent to Add Valore Taxes	8/31/2010
Basehor Properties LL	2054.75	6/11/2010	Code Violation	Wolf Creek/MM	Sent to Add Valore Taxes	8/31/2010
Erin Drozinski	321.75	6/24/2010	Code Violation	157th St.	Sent to Add Valore Taxes	8/31/2010
Triple R Properties LL	0.00	6/29/2010	Code Violation	Pinehurst Est.	REMOVED from LVCO	8/31/2010
Xa Phouaher	350.00	7/19/2010	Code Violation	15609 Parallel	Sent to Add Valore Taxes	8/31/2010
John & Heather Frank	686.00	8/4 & 10/18	Code Violation	2917 N. 156th S	To LVCO 4/30/2011	
Ray Breuer	445.00	9/9/2010	Code Violation	159 St by PrGar	To LVCO 4/30/2011	
Xa Phouaher	1221.50	9/9/2010	Code Violation	15609 Parallel	To LVCO 4/30/2011	
Quinton's Properties	455.50	9/16/2010	Code Violation	Honey Creek	To LVCO 4/30/2011	
RAKD LLC	932.50	9/16/2010	Code Violation	Honey Creek	To LVCO 4/30/2011	
HUD	455.50	9/1/2010	Code Violation	15905 Cedar St	To LVCO 4/30/2011	
Metzger Meadows, LL	1118.00	9/1/2010	Code Violation	Metzger Meadov	To LVCO 4/30/2011	

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City of Basehor
Outstanding Accounts Receivable

Benchmark-Code Enf.	826.50	9/9/2010	Code Violation	Wolf Creek/MM	To LVCO 4/30/2011	
Hazel Hayes	487.50	10/7/2010	Code Violation	15821 Willow St	To LVCO 4/30/2011	
Catherine DeRuse	408.75	10/7/2010	Code Violation	3601 N 155th	To LVCO 4/30/2011	
Mutual Savings Assoc.	1117.50	10/7/2010	Code Violation	Cedar Falls	To LVCO 4/30/2011	
Four J Enterprises	487.50	10/7/2010	Code Violation	2805 N 155th	To LVCO 4/30/2011	
Corvan Properties	229.00	10/11/2010	Code Violation	Pinehurst	To LVCO 4/30/2011	
Magaha, Ken & Nancy	513.75	10/14/2010	Code Violation	1919 N 152	To LVCO 4/30/2011	
Bobbie Weber	408.75	10/18/2010	Code Violation	15525 Elm St	To LVCO 4/30/2011	
Scherer Construction	29.11	3/9/2011	filing fees			
Wolf Creek Junction	20,659.42	4/4/2011	Excise tax owed			
Accts. Receivable						
Balance	**$ 43,128.71**					

Check Register Report

Date: 04/12/2011
Time: 2:26 PM
Page: 1

City Of Basehor

Check #	Check Date	Void/Stop Date	Status	Vendor#	Vendor Name	Check Description	Amount
	Ref#	GL Number			Line Distribution Description		
18530	03/11/2011		Printed	ATMOS ENER	ATMOS ENERGY	GAS USAGE	
	12754	01-005-752					1,419.31
						Check Amount	1,419.31
18531	03/11/2011	04/11/2011	Void	JOHNSON/DE	DENISE JOHNSON	REIMB DUP PAY-BUS LICENSE	
						Check Amount	50.00
18532	03/11/2011		Reconciled	CARTER WAT	CARTER WATERS CORPORATION	2 TONS ASPHALT	
	12730	10-000-811					177.00
						Check Amount	177.00
18533	03/11/2011		Reconciled	CONS WATER	CONS RURAL WATER DISTRICT #1	WATER USAGE REPORT	
	12731	01-005-755					91.63
	12732	05-009-799					150.00
	12731	01-008-738					40.00
	12731	01-008-755					20.01
						Check Amount	301.64
18534	03/11/2011		Reconciled	DUVALL/DAV	DAVID DUVALL	REIMB GAS PURCH/CITY CAR	
	12733	01-005-799					20.00
						Check Amount	20.00
18535	03/11/2011		Reconciled	HALLGRIMSO	GREGORY HALLGRIMSON	REIMB OVERPAY/AFLAC ACCIDENT	
	12734	01-000-240					151.92
						Check Amount	151.92
18536	03/11/2011		Printed	HARTFORD	HARTFORD RETIREMENT PLANS	401(A)/457 RETIREMENT CONTRIB	
	12752	01-000-212					4,244.46
						Check Amount	4,244.46
18537	03/11/2011		Printed	KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	
	12750	01-000-248					350.35
						Check Amount	350.35
18538	03/11/2011		Reconciled	KS TREASUR	KANSAS STATE TREASURER	MANDATED COURT FEES	
	12735	01-004-767					1,212.00
						Check Amount	1,212.00
18539	03/11/2011		Printed	KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	
	12751	01-000-208					4,605.41
	12751	01-000-211					4.85
						Check Amount	4,610.26
18540	03/11/2011		Reconciled	LCDC	LCDC	ED/CHAMBER ALLIANCE WEBSITE	
	12736	01-001-783					500.00
						Check Amount	500.00
18541	03/11/2011		Reconciled	LEAVEN JUS	LEAVENWORTH JUSTICE CENTER	CASH BOND-DUI/FRAZEE, MARK	
	12737	01-000-213					1,000.00
						Check Amount	1,000.00
18542	03/11/2011		Reconciled	LOUGHRY	MARK LOUGHRY	REIMB MILEAGE/CELL PHONE	
	12738	01-006-758					153.75
	12738	01-006-774					59.00
						Check Amount	212.75
18543	03/11/2011		Reconciled	MCBRATNEY	KIANN MCBRATNEY	PROSECUTOR FEES	
	12739	01-004-767					400.00
						Check Amount	400.00
18544	03/11/2011		Printed	MERCHANT S	MERCHANT SERVICES GROUP	CREDIT CARD FEES	
	12755	01-005-799					111.59
						Check Amount	111.59
18545	03/11/2011		Reconciled	PRAY	WILLIAM E. PRAY	MUNICIPAL JUDGE SERVICES	
	12740	01-004-766					300.00
						Check Amount	300.00
18546	03/11/2011		Reconciled	PURCHASE P	PURCHASE POWER PROCESSING	BAL DUE/POSTAGE CREDIT ACCT	
	12741	01-001-808					11.59
	12741	05-009-808					11.58
						Check Amount	23.17

Check Register Report

City Of Basehor

Check #	Check Date / Ref#	Void/Stop Date / GL Number	Status	Vendor#	Vendor Name / Line Distribution Description	Check Description	Amount
18547	03/11/2011		Reconciled	REGISTER	REGISTER OF DEEDS	MTG REG TAX FEE/RECORD FEE	
	12742	01-017-751					29.11
						Check Amount	29.11
18548	03/11/2011		Reconciled	SCHMIDT C	CASSIE SCHMIDT	REIMB MILEAGE/MEAL-TRNG	
	12743	01-001-774					30.28
						Check Amount	30.28
18549	03/11/2011		Reconciled	SHRED IT	SHRED IT	SHREDDING SERVICES	
	12744	01-005-799					35.00
						Check Amount	35.00
18550	03/11/2011		Reconciled	SMITH VET	SMITH VETERINARY CLINIC INC	BOARD 1 DOG	
	12745	01-004-759					60.00
						Check Amount	60.00
18551	03/11/2011		Reconciled	SONNTAG	SONNTAG LAW OFFICE	COURT APPOINTED ATTORNEY FEE	
	12746	01-004-780					400.00
						Check Amount	400.00
18552	03/11/2011		Reconciled	SPOTS OFF	SPOTS OFF LLC	CAR WASHES-POLICE	
	12747	01-004-761					59.85
	12748	01-004-761					37.73
						Check Amount	97.58
18553	03/11/2011		Reconciled	TYLER TECH	TYLER TECHNOLOGIES, INC.	CASH RECEIPTS/PO MODULES	
	12749	01-001-799					4,801.00
						Check Amount	4,801.00
18554	03/11/2011		Printed	WESTAR GRP	WESTAR ENERGY	ELECTRIC USAGE	
	12753	01-008-753					394.31
	12753	01-005-753					200.81
	12753	01-008-738					709.65
	12753	05-009-753					7,006.36
	12753	01-002-787					4,810.12
						Check Amount	13,121.25
18555	03/25/2011		Printed	ADVANCE IN	ADVANCE INSURANCE COMPANY	GROUP LIFE/ADD/LTD/STD	
	12776	01-000-209					118.80
	12776	01-000-244					315.02
	12776	01-000-247					281.93
						Check Amount	715.75

Check Register Report

City Of Basehor

Check #	Check Date / Ref#	Void/Stop Date / GL Number	Status	Vendor#	Vendor Name / Line Distribution Description	Check Description	Amount
18556	03/25/2011		Printed	AFLAC	AFLAC	FEB 2011 EMP CAFETERIA PLAN	
	12777	01-000-238					101.76
	12777	01-000-237					47.88
	12777	01-000-239					26.68
	12777	01-000-242					25.56
	12777	01-000-241					260.92
	12777	01-000-240					304.20
						Check Amount	767.00
18557	03/25/2011		Printed	BLUE CROSS	BLUE CROSS & BLUE SHIELD OF KS	GROUP MEDICAL INSURANCE	
	12778	01-000-209					15,693.70
						Check Amount	15,693.70
18558	03/25/2011		Printed	CITY TREAS	CITY TREASURER-REVENUE	1% EARNINGS TAX WHELD	
	12779	01-000-217					22.39
						Check Amount	22.39
18559	03/25/2011		Printed	EFTPS	EFTPS	EMP FICA/FED/SOC SEC WHOLD	
	12780	01-000-205					649.99
	12780	01-000-204					1,882.76
	12780	01-000-202					4,575.05
						Check Amount	7,107.80
18560	03/25/2011		Printed	HARTFORD	HARTFORD RETIREMENT PLANS	EMPLOYEE RETIREMENT CONTRIB	
	12781	01-000-212					4,243.03
						Check Amount	4,243.03
18561	03/25/2011		Printed	HEART TOW	HEARTLAND TOW INC	REPAIR CITY CAR/FUEL SENSOR	
	12757	01-005-799					146.57
						Check Amount	146.57
18562	03/25/2011		Reconciled	ING LIFE	ING LIFE INSURANCE & ANNUITY	EMPLOYEE DEF COMP CONTRIB	
	12758	01-000-212					400.00
						Check Amount	400.00
18563	03/25/2011		Reconciled	JACKSON/HA	HAROLD JACKSON	REIMB AUTODRAFT IN ERROR	
	12759	05-000-521					59.65
	12759	09-000-521					24.02
						Check Amount	83.67
18564	03/25/2011		Printed	KACM(MARK)	KACM	MBRSHP/LOUGHRY, MARK-FULL	
	12761	01-006-783					70.00
						Check Amount	70.00
18565	03/25/2011		Printed	KS DOR WTH	KANSAS DEPARTMENT OF REVENUE	STATE TAX WHOLDING	
	12782	01-000-206					1,808.80
						Check Amount	1,808.80
18566	03/25/2011		Printed	KANSAS PAY	KANSAS PAYMENT CENTER	PAYROLL DIRECTED DEDUCTION	
	12783	01-000-248					350.35
						Check Amount	350.35
18567	03/25/2011		Reconciled	KDHE TECH	KDHE BUREAU OF WATER	LOAN #C20-1767-01	

Check #	Check Date / Ref#	Void/Stop Date / GL Number	Status	Vendor#	Vendor Name / Line Distribution Description	Check Description	Amount
	12762	05-009-875					270,000.00
	12763	05-009-875					210,994.66
						Check Amount	480,994.66
18568	03/25/2011		Printed	KIWANIS CL	KIWANIS CLUB OF BASEHOR	2011 CARE COUNCIL DONATION	
	12760	01-003-795					500.00
						Check Amount	500.00
18569	03/25/2011		Printed	KPF EFT	KPF EFT PROGRAM	POLICE RETIREMENT CONTRIB	
	12784	01-000-208					4,320.45
	12784	01-000-211					4.85
						Check Amount	4,325.30
18570	03/25/2011		Printed	LCDC	LCDC	BOARD MTG LUNCH-LOUGHRY	
	12765	01-006-774					7.00
						Check Amount	7.00
18571	03/25/2011		Reconciled	LV SHERIFF	LEAVENWORTH COUNTY SHERIFF	JAIL BOARD FEES	
	12764	01-004-764					280.00
						Check Amount	280.00
18572	03/25/2011		Reconciled	LEE	MARK LEE	REIMB MILEAGE @ TONGANOXIE	
	12766	01-017-774					55.00
						Check Amount	55.00
18573	03/25/2011		Reconciled	OLSON	KRISTI OLSON	REIMB MEAL/TOLLS-WICHITA	
	12767	01-001-774					23.50
						Check Amount	23.50
18574	03/25/2011		Reconciled	PALENSKE	BRIAN PALENSKE	TEAR OUT,REPLACE SIDEWALK	
	12769	05-009-799					1,420.00
						Check Amount	1,420.00
18575	03/25/2011		Reconciled	REAVEY LAW	REAVEY LAW LLC	LEAGAL SERVICES/FEB 2011	
	12770	09-010-799					53.11
	12770	05-009-751					265.56
	12770	01-001-751					650.62
	12770	01-017-751					497.93
	12770	01-004-751					132.78
						Check Amount	1,600.00
18576	03/25/2011		Reconciled	ROSS'S CAT	ROSS'S CATERING	LUNCH-MAYOR ST OF ADDRESS	
	12768	01-003-799					262.50
						Check Amount	262.50
18577	03/25/2011		Reconciled	SCHMIDT C	CASSIE SCHMIDT	REIMB SPRING 2011 TUITION	
	12771	01-001-774					1,495.00
						Check Amount	1,495.00
18578	03/25/2011		Printed	SELECT IMA	SELECT IMAGING	FILEBOUND ANNUAL SVC/SUPPORT	
	12773	01-001-799					2,462.00
	12772	01-001-799					300.00
						Check Amount	2,762.00
18579	03/25/2011		Printed	HEART BUIL	STEPHEN R MARSDEN	JANITORIAL SVC/MARCH 2011	
	12756	01-005-799					387.00

Check #	Check Date / Ref#	Void/Stop Date / GL Number	Status	Vendor#	Vendor Name / Line Distribution Description	Check Description	Amount
						Check Amount	387.00
18580	03/25/2011		Printed	SWISHER	COREY SWISHER	REIMB MILEAGE-WICHITA	
	12774	01-001-774					181.01
						Check Amount	181.01
18581	03/25/2011		Printed	WESTAR GRP	WESTAR ENERGY	UTILITY SERVICES	
	12785	05-009-753					561.49
						Check Amount	561.49
18582	03/25/2011		Reconciled	WESTLAND C	WESTLAND CONSTRUCTION	INSTALL UNDERGRND UTILITY	
	12775	19-000-849					15,229.55
						Check Amount	15,229.55
18583	03/25/2011		Printed	WRIGHT EX	WRIGHT EXPRESS	FLEET FUEL CHARGES/FEB 2011	
	12786	01-017-804					39.41
	12786	01-004-804					2,687.19
						Check Amount	2,726.60
18584	04/01/2011		Printed	KS DEPT CO	KANSAS DEPT OF COMMERCE	REG/SWISHER/CDBG WORKSHOP	
	12787	01-001-774					25.00
						Check Amount	25.00
18585	4/1/2011		Voided	EFTPS			
18586	03/31/2011		Printed	COMMERCE	COMMERCE PURCHASING CARD	FEB 2011 PURCHASING CARD CHGS	
	12856	01-004-758					433.50
	12856	01-004-774					423.73
	12856	01-004-799			INCLUDES LAST LEASE PYMT		373.90
	12856	01-004-801					243.52
	12856	01-004-803					182.47
	12856	01-004-807					143.84
	12856	01-004-808					146.46
	12856	01-005-754					153.00
	12856	01-005-797					2,225.00
	12856	01-005-757					334.98
	12856	01-005-799					32.95
	12856	01-005-803					81.20
	12856	01-006-774					98.20
	12856	01-008-738					1,553.55
	12856	01-011-813					381.48
	12856	01-017-758					132.44
	12856	01-017-799					1,645.29
	12856	05-009-757					130.54
	12856	05-009-758					171.99
	12856	05-009-762					2,167.28
	12856	05-009-799					382.21
	12856	05-009-803					50.47
	12856	05-009-815					21.76
	12856	09-010-775			JAN TRASH SVC @ OLD RATE		12,144.99

Check #	Check Date / Ref#	Void/Stop Date / GL Number	Status	Vendor#	Vendor Name / Line Distribution Description	Check Description	Amount
				COMMERCE	COMMERCE PURCHASING CARD	FEB 2011 PURCHASING CARD CHGS	
	12856	10-000-811					157.20
	12856	07-000-799			18111 CYPRESS BEND		1,475.82
	12856	07-000-799			18371 155TH ST		2,135.44
	12856	07-000-799			15458 BRADFORD COURT		1,551.95
	12856	07-000-799			15501 CEDAR LANE		240.00
	12856	07-000-799			18105 CYPRESS BEND		160.00
	12856	01-001-774					827.13
	12856	01-001-799					343.41
	12856	01-001-801					244.47
	12856	01-002-758					84.92
	12856	01-002-761					257.70
	12856	01-002-803					47.76
	12856	01-002-804					1,847.06
	12856	01-003-804					34.25
	12856	01-003-807					73.61
						Check Amount	33,135.47
				Total Checks:	**57**	**Grand Total(excluding void checks):**	**618,376.48**

Mark Loughry 4-12-11
Mark Loughry Date
City Administrator

Kristi Olson 4/12/11
Kristi Olson Date
Accounting Clerk